which the said Lynn gave his bond to the State. And whereas the said Joseph Wood hath agreed to and with the said Lynn for the said purchase and the right of the said Lynn in virtue thereof and hath assumed and taken upon himself the payment and discharge of the said debt due in consequence thereof and hath agreed to indemnify and save harmless the said Lynn from all claims demands suits and charges which the said Lynn may be liable and exposed to by said purchase. Now the condition of the above obligation is such that if the said Wood shall save harmless and indemnify the said Lynn his heirs executors and administrators from all claims demands suits and charges which may in any manner be made from or against said Lynn his heirs executors or administrators in consequence of the above recited purchase made by the said Lynn of the State of Maryland and shall well and truly free and discharge the said Lynn from the debt aforesaid so as aforesaid contracted with the said State then the above obligation to be void else to remain in full force and virtue in Law

Signed seal & delivered in presence of } Joseph Wood (seal)
Sam.l Duvall: P. Mantz.

which being read and heard the said attorney of the said Joseph Wood saith that he is not informed by the said Joseph Wood his Client of any answer for the said Joseph Wood to the said David Lynn in the plea aforesaid and saith nothing further in bar or preclusion of the action of the said David Lynn aforesaid whereby the said David Lynn remains against the said Joseph Wood therein undefended wherefore the said David Lynn his debt aforesaid against the said Joseph Wood ought to recover. Therefore it is considered by the Justices here that the said David Lynn recover against the said Joseph Wood his debt aforesaid in the declaration aforesaid mentioned to nine hundred pounds current money and also three hundred and fifty nine pounds of tobacco for his damages which he hath sustained as well by occasion of the detention of that debt as for his costs and charges by him about his suit in that part laid out and expended to the said David Lynn by the court here with his assent adjudged & the said Joseph Wood in mercy and so forth: Test William Ritchie clk.

Memorandum at the time of the rendition of this Judgment the following terms were filed to wit David Lynn against Joseph Wood Judgment to Narr. This Judgment to secure the payment of £105: 17: 4½ current money with Int. from 1st may 1787 and cost and to remain as a security for the payment of the several sums of money which may become due to the plaintiff from the Defendant agreably to the condition of the bond filed that is for the payment of the sum of thirty three pounds current money annually on the first day of September and such cost as may arise thereon and the sum of £550 on the first day of January 1790 in the same manner that the said David Lynn is or may be enabled to discharge his bond to the State of Maryland for that sum referred to in the bond filed in this cause. stay 1 term. B. Johnson.
R. Potts. Test. William Ritchie Clk.

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In testimony that the aforegoing is a true copy of the record and proceedings in the action aforesaid I have hereunto subscribed my name and affixed the publick seal of Frederick county court. (seal of Frederick county court) William Ritchie clk.

And now here at this same second tuesday of October being the fourteenth day of the same month in the said year seventeen hundred and eighty eight comes into our General court here as well the said Joseph Wood by Richard Potts his attorney as the said David Lynn by Baker Johnson his attorney. But because the court here are not advised to give their Judgment of and upon the premises day therefore is given to the parties aforesaid until the second tuesday of May next to hear their Judgment of and upon the premises because the court here thereof not yet &c. At which said second tuesday of May being the twelfth day of the same month Anno Domini seventeen hundred and eighty nine comes again as well the said Joseph Wood by his attorney aforesaid as the said David Lynn by his attorney aforesaid. And the aforesaid Joseph Wood by his attorney aforesaid saith that that in the record and proceedings aforesaid and also in the giving of the Judgment aforesaid there is manifest error in this that by the record aforesaid it appears that the said Judgment in manner and form aforesaid given was given for the said David Lynn against him the said Joseph Wood in the plea aforesaid. Whereas by the law of the State of Maryland that Judgment ought to have been for the said Joseph Wood against the said David Lynn and therefore in this there is manifest error and therefore prays that the said Judgment for the error aforesaid and others being in the record and proceedings aforesaid may be reversed annulled and entirely deemed as none and that he may be restored to all which by the occasion of the Judgment aforesaid he hath lost and that the said David Lynn to the errors aforesaid may rejoin and that the court here may proceed to the examination as well of the record and proceedings aforesaid as of the matters aforesaid above assigned for error and that the Judgment may be given for the said Joseph Wood against the said David Lynn for his damages sustained by reason of the error in the proceedings aforesaid mentioned and so forth. And the said David Lynn saith that there is no error in the record and proceedings aforesaid or in the rendition of the Judgment aforesaid & prays likewise that the court here may proceed to the examination as well of the record & proceedings aforesaid as of the matters aforesaid by the said Joseph Wood above for error assigned. And that the Judgment aforesaid may be in all things affirmed. But because the court here are not yet advised to give their Judgment of and upon the premises day therefore is given to the parties aforesaid until the second tuesday of October next to hear their Judgment of & upon the premises because the court here thereof not yet &c. At which said second tuesday of October being the thirteenth day of the same month Anno Domini seventeen hundred and eighty nine comes again as well the said Joseph Wood by his attorney aforesaid as the said David Lynn by his attorney aforesaid. Whereupon the premises being sun and by the court here fully understood.

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