aforesaid Abraham Rutledge by Francis Curtis his attorney aforesaid as the aforesaid Horatio Bett by Robert Smith his attorney aforesaid. And the aforesaid Horatio Bett by his attorney aforesaid defends the force and Injury when and soforth and prays leave to Imparle hereunto untill next Court and he hath it and the same day is given to the Plaintiff also.

At which said next Court to wit, the twelfth day of May Anno Domini seventeen hundred and Eighty nine comes again as well the aforesaid Abraham Rutledge by his attorney aforesaid as the aforesaid Horatio Bett by his attorney aforesaid, and the aforesaid Horatio Bett by his attorney aforesaid as before defends the force and injury when and soforth, and prays further leave to Imparle hereunto untill next Court and he hath it and the same day is given to the Plaintiff also.

At which said next Court to wit, the thirteenth day of October Anno Domini seventeen hundred and eighty nine comes as well the aforesaid Abraham Rutledge by his attorney aforesaid as the aforesaid Horatio Bett by his attorney aforesaid.

And the said Horatio Bett by his attorney aforesaid as before defends the force and Injury when and soforth, and saith that the said Abraham Rutledge his action aforesaid against him to have or maintain ought not &c. because he saith that he the said Horatio Bett did pay unto the said Abraham Rutledge the said sum of money in the Condition of the said writing obligatory mentiond with legal Interest thereon according to the form and effect of the Condition of the said writing obligatory and this he is ready to verify wherefore he prays Judgment if the said Abraham Rutledge his action aforesaid against him to have or maintain ought &c.

And the said Abraham Rutledge saith that he by anything by the said Horatio Bett above in pleading alledged from having or maintaining his action aforesaid against him ought not to be precluded because he saith that the aforesaid Horatio Bett hath not paid unto him the said Abraham Rutledge the aforesaid sum of money in the Condition aforesaid mentioned with the Interest thereon in such manner & form as

as the said Horatio Bett above by pleading hath alledged and of this he prays may be enquired of by the Country and the aforesaid Horatio Bett in like manner and soforth.

Whereupon this cause standing ready for trial Command is given to the sheriff of Anne Arundel County that he cause to come before the Judges of our General Court here on the second Tuesday of May next twelve &c. by whom &c. and who neither &c. to recognize &c. because as well &c. the same day is given to the said Parties then and there &c.

And now here at this day to wit, the said second Tuesday of May being the Eleventh day of the same month Anno domini Seventeen hundred and ninety comes again as well the aforesaid Abraham Rutledge by his attorney aforesaid as the said Horatio Bett by his attorney aforesaid. But our said Sheriff hath not sent his writ.

Nevertheless the said Horatio Bett by his attorney aforesaid relinquishing the averment above by him pretended saith that he Cannot deny the action aforesaid of the aforesaid Abraham Rutledge so as aforesaid against him brought nor but that he owes to Abraham Rutledge the aforesaid sum of ninety pounds Current money aforesaid in such manner and form as the aforesaid Abraham Rutledge above against him hath declared.

Therefore it is considered by the Judges here that the said Abraham Rutledge recover against the said Horatio Bett as well the sum of ninety pounds Current money his debt aforesaid in form aforesaid Confessed as also the sum of nine hundred and twenty one pounds of Tobacco by the Court here unto him on his assent adjudged as well for his damages sustained by occasion of the detention of that debt as for his Costs and charges by him about his suit in this behalf laid out and expended and the said Defendant in mercy &c.

Memorandum The Plaintiff agrees to release the above Judgment on payment of the Principal Interest and Costs of suit and agrees to Stay Execution to the first day of August next.

The Plaintiff acknowledges to have received the sum of thirty two pounds fifteen shillings Current money on the nineteenth day of June