force and injury when and so forth and prayeth an hearing of the writing obligatory and the Condition thereof and he hath them as follows to wit.

Know all Men by these presents that we Charles Ridgely son of William and Rachel Denton Howard of Ann Arundel County merchants are held and firmly bound unto John Buchanan and Gilbert Buchanan of London in the full and just sum of three thousand eight hundred forty six pounds nine shillings and eight pence sterling to be paid unto the said John Buchanan and Gilbert Buchanan their certain attorney Executors administrators or Assigns To the which payment well and truly to be made and done we bind ourselves our heirs executors and administrators firmly by these presents Sealed with our seals and dated this twenty second day of July Anno Domini one thousand seven hundred and seventy five.

The Condition of the above obligation is such that if the above bound Charles Ridgely son of William and Rachel Denton Howard do and shall well and truly pay or cause to be paid unto the said John Buchanan and Gilbert Buchanan their certain attorney Executors administrators or Assigns the just and full sum of one thousand nine hundred twenty three pounds four shillings and ten pence sterling on demand with legal Interest for the same then the above obligation to be void else to remain in full force and virtue in Law.

Signed sealed and delivered in the presence of Thos Ricketts, Richd Ricketts — Chas Ridgely son Wm (seal), V. D Howard (seal)

Indorsed

Septm 1775. Received John Hoods bills on Grove for one hundred pounds if paid in part. see A Stewards letter.

Which being read and heard the said Charles saith that the said Gilbert his action aforesaid thereof against him to have and maintain ought not because he saith that after making the said writing obligatory and before the issuing the original writ in the above cause he the said Charles did pay to the said Gilbert the aforesaid sum of one thousand nine hundred and twenty three pounds four shillings and ten pence sterling money in the said condition mentioned with legal interest thereon to wit at Baltimore County aforesaid and this he the said Charles is ready to verify

verify wherefore he prays Judgment if the said Gilbert his action aforesaid against him to have and maintain ought and so forth.

And the said Charles with leave of the court here and according to the form of the statute in such case made and provided comes by his attorney aforesaid further defends the force and injury when and so forth and as to the sum of part of the aforesaid sum of in the condition of the said obligation mentioned of the value of current money with legal interest thereof from the date of the said obligation which the aforesaid Gilbert above requires against him by virtue of the writing obligatory aforesaid the said Charles saith that he cannot deny the action aforesaid of the aforesaid Gilbert to recover the said sum of Sterling of the value of part of the sum mentioned in the said condition with Interest thereon and as to the aforesaid sum of three thousand two hundred and Seventy three pounds Currency residue of the said sum one thousand nine hundred and twenty three pounds four shillings and ten pence sterling money in the condition of the said obligation mentioned with Interest thereon the said Charles saith that the said Gilbert his action aforesaid against him the said Charles to have or maintain ought not to recover the same because he saith that by a certain Act of Assembly of this State made and passed at a Session of the General Assembly of the State of Maryland begun and held at the City of Annapolis on Tuesday the seventeenth day of October in the year seventeen hundred and eighty, Entitled "An Act for calling out of Circulation the quota of this State of the bills of Credit issued by Congress and the Bills of Credit emitted by Act of Assembly under the old Government and by the resolves of Convention it was enacted amongst other things as follows to wit, that the bills of Credit issued by Congress or emitted by acts of Assembly under the old government or resolves of convention should not after the passing of said act be a tender and payment of Law or Equity for any debt covenant contract promise or agreement created or made before the first day of September seventeen hundred and Seventy six unless where the Creditor had not become a subject and resident of this or some one of the United States since the said first day of September seventeen hundred and Seventy Six and in such case the debtor of such Creditor or of his assignee who had not become a subject and resident of this or any one of the United States and who had not an attorney in fact acknowledging himself such for the purpose of receiving Debts always since that time and constantly