George Gantt by John Mackall Gantt his attorney aforesaid. And the aforesaid George Gantt by his attorney aforesaid defends the force and injury when and so forth, and prays leave to imparle hereunto until 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 October anno Domini seventeen hundred and ninety comes again as well the aforesaid Benjamin Brady by his attorney aforesaid as the aforesaid George Gantt by his attorney aforesaid, and the aforesaid George Gantt by John Mackall Gantt his attorney aforesaid as before defends the force and injury when and so forth and prays an hearing of the writing obligatory aforesaid and it is read unto him, he prays likewise an hearing of the condition of the same writing and it is read unto him in these words to wit. The condition of the above obligation is such is such that if the above bounded George Gantt and Walter Hoxton Junior their heirs exrs or admrs do and shall well & truly pay or cause to be paid unto Benjamin Brady his certain attorney his heirs exrs or admrs the full and just quantity of five thousand one hundred and forty seven pounds of crop tobacco at Magruders Warehouse with legal Interest for the same then the above obligation to be void and of none effect otherwise to stand and remain in full force and virtue in Law. which being read and heard the said George saith that the aforesaid Benjamin his action aforesaid thereof against him to have and maintain ought not because he saith that after making the writing obligatory aforesaid and before the impetration of the original writ in this cause to wit on the first day of May in the year of our Lord one thousand seven hundred and eighty eight he the aforesaid George paid to the aforesaid Benjamin the aforesaid quantity of five thousand one hundred and forty seven pounds of crop tobacco at Magruders Warehouse with legal Interest for the same then due, and this he is ready to verify wherefore he prays Judgment if the aforesaid Benjamin his action aforesaid thereof against him to have or maintain — ought and so forth. And the aforesaid Benjamin Brady saith that he by any thing by the said George Grantt above in pleading alledged from having or maintaining his action aforesaid against him ought not to be precluded because he saith that after making the writing obligatory aforesaid, and before the impetration of the original writ in this cause, to wit on the first day of May

in the year of our Lord one thousand seven hundred and eighty eight he the aforesaid George Gantt did not pay to the aforesaid Benjamin Brady the aforesaid quantity of five thousand one hundred and fifty seven pounds of crop tobacco at Magruders Warehouse with legal Interest for the same then due in such manner and form as the aforesaid George Gantt above by pleading hath alledged, and of this he prays may be enquired of by the country, and the aforesaid George Gantt in like manner and so forth. Therefore let a Jury thereupon appear before the Judges of our General Court here on the second Tuesday of May next by whom &c and who neither &c to recognize &c because as well &c the same day is given to the parties aforesaid there &c. Nevertheless the aforesaid George Gantt by his attorney aforesaid relinquishing the aforesaid above by him pretended saith that he cannot deny the action aforesaid of the aforesaid Benjamin Brady so as aforesaid against him brought nor but that he owes to the aforesaid Benjamin Brady the aforesaid quantity of ten thousand two hundred and ninety pounds of tobacco in manner and form aforesaid so as the aforesaid Benjamin Brady above against him hath declared. Therefore it is considered by the Judges here that the said Benjamin Brady recover against the aforesaid George Gantt as well the quantity of ten thousand two hundred and ninety pounds of tobacco his debt aforesaid in form aforesaid confessed as also the sum of nine hundred and nineteen pounds of tobacco by the Court here unto the said Benjamin Brady on his assent — adjudged as well for his damages sustained by reason 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 and so forth.

Memorandum The plaintiff releases the penalty on payment of the Principal Interest and costs of suit and agrees to stay Execution to the first of August next.

Test. John Groinn Clk

Charles Carroll executor of Charles Carroll use of James Giles against James and Cassandra Bond.	Be it remembered that heretofore to wit on the twenty fourth day of September in the year of our Lord one thousand

seven hundred and eighty five, The Plaintiff by Francis Curtis his attorney sued out of our General Court here the State of Marylands writ of capias ad respondendum directed to the Sheriff

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