County Gentlemen are held and firmly bound unto Charles Wallace, Joshua Johnson and John Muir in the full and just sum of seven thousand five hundred pounds sterling money to be paid unto the said Charles Wallace, Joshua Johnson and John Muir their certain attorney executors or administrators, To the which payment well and truly to be made we bind ourselves our heirs executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this thirty first day of October in the year of our Lord one thousand seven hundred and eighty seven; The condition of the above obligation is such that if the above bound John Thomas Boucher do and shall well and truly pay or cause to be paid unto the said Charles Wallace Joshua Johnson and John Muir the just and full sum of six hundred and forty three pounds nine shillings and three pence sterling money on the twenty fifth day of July in the year of our Lord one thousand seven hundred and eighty eight with legal Interest from the date of these presents also the further sum of six hundred and twenty pounds sterling money on the twenty fifth day of October in the said year of our Lord one thousand seven hundred and eighty eight with legal Interest from the date of these presents; also the further sum of six hundred and twenty pounds sterling money on the twenty fifth day of April in the year of our Lord one thousand seven hundred and eighty nine with legal Interest from the date of these presents, also the further sum of six hundred and twenty pounds sterling money on the twenty fifth day of October in the said year of our Lord one thousand seven hundred and eighty nine, with legal Interest from the date of these presents; also the further sum of six hundred and twenty pounds sterling money on the twenty fifth day of April in the year of our Lord one thousand seven hundred and ninety, with legal Interest from the date of these presents; and the further sum of six hundred and twenty pounds sterling money on the twenty fifth day of October in the year of our Lord one thousand seven hundred and ninety with legal Interest from the date of these presents, then the above obligation to be void, otherwise to remain in full force and virtue in Law; and in case default shall be made in payment of either of the above stipulated sums with legal Interest or any part thereof at the times mentioned for payment of the same then the said Charles Wallace, Joshua Johnson and John Muir are to have -- full power right and authority to put the above obligation in suit for the recovery of all and singular the above mentioned several sums of money and legal Interest and every part thereof; which being read and heard the said William Deakins says that the said Charles Wallace, Joshua Johnson and John Muir their action aforesaid against him the said William Deakins to have or maintain ought not &c because he saith that the said John Thomas Boucher in the condition of the said writing obligatory mentioned did pay unto the said Charles Wallace, Joshua Johnson and John Muir the said several sums of sterling

money in the condition of the said writing obligatory mentioned 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 Charles Wallace, Joshua Johnson and John Muir their action aforesaid against him the said William Deakins to have or maintain ought &c.

And the said Charles Wallace, Joshua Johnson and John Muir by their attorneys aforesaid say that they by any thing by the said William Deakins above in pleading alleged from having and maintaining their action aforesaid against him ought not to be precluded because they say that the said John Thomas Boucher in the condition of the said writing obligatory mentioned did not pay unto them the said Charles Wallace, Joshua Johnson and John Muir the said several sums of sterling money in the condition of the aforesaid writing obligatory mentioned with the Interest thereon in manner and form as the said William Deakins above by pleading hath alledged and this they pray may be enquired of by the Country and the said William Deakins in like manner and so forth Therefore let a Jury thereon appear before the Court here on the second Tuesday of May next by whom and so forth; and who neither and so forth; to recognize and so forth; because as well and so forth the same day is given to the parties aforesaid then and there and so forth.

And now at this day to wit the said second Tuesday of May being the tenth day of the said month in the year of our Lord one thousand seven hundred and ninety one come again into the General Court here as well the said Charles Wallace, Joshua Johnson and John Muir by their -- attornies aforesaid, as the said William Deakins by his attorney aforesaid and the said William Deakins by his attorney aforesaid, relinquishing the -- averment aforesaid above by him pretended says that he cannot deny the action aforesaid of the said Charles Wallace, Joshua Johnson and John Muir so as aforesaid against him brought nor but that he owes to the said Charles Wallace, Joshua Johnson and John Muir the said sum of twelve thousand five hundred pounds sterling money in manner and form aforesaid as the said Charles Wallace, Joshua Johnson and John Muir above against him have declared. Therefore it is considered by the Court here that the said Charles Wallace, Joshua Johnson and John Muir recover against the said William Deakins as well the sum of twelve thousand five hundred pounds current money, being the value of seven thousand five hundred pounds sterling money their debt aforesaid in form aforesaid confessed as also the quantity of seven hundred and forty three pounds of tobacco by the Court here unto them the said Charles Wallace, Joshua Johnson and John Muir on their absent adjudged for their damages which they have sustained as well by reason of the detention of the said debt as for their costs and charges by them about their suit in this behalf laid out and expended; and the said William Deakins

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