of Calvert County in satisfaction thereof or that he the said Gavin Hamilton Smith will do the same for him.

And the aforesaid Samuel Lane by William Kilty his attorney 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 Michael Noel by his attorney aforesaid as the aforesaid Samuel Lane by his attorney aforesaid and the aforesaid Samuel Lane by his attorney aforesaid, as before defends the force and injury when and so forth and prays further 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 tenth day of May Anno domini seventeen hundred and ninety one, comes again as well the aforesaid Michael Noel by his attorney aforesaid, as the aforesaid Samuel Lane by his attorney aforesaid; and the aforesaid Samuel Lane by his attorney aforesaid as before defends the force and injury when and so forth; and saith that the said Michael Noel his action aforesaid against him to have or maintain ought not because he saith that he the said Samuel Lane did pay unto the said Michael Noel the said sum of 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 Michael Noel his action aforesaid against him to have or maintain ought and so forth.

And the said Michael Noel saith that he cannot by any thing by the said Samuel Lane above in pleading alledged from having or maintaining his action aforesaid against him ought not to be precluded because he saith that the aforesaid Samuel Lane hath not paid unto him the said Michael Noel the aforesaid sum of money in the condition aforesaid mentioned with interest thereon in such manner and form as the said Samuel Lane above by pleading hath alledged, and of this he prays may be enquired of by the Country

Country and the aforesaid Samuel Lane in like manner &c.

Therefore let a Jury thereupon appear before the Judges of our General Court here on the second Tuesday of October 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.

And now here at this day to wit, the said second tuesday of October being the eleventh day of the same month Anno domini seventeen hundred and ninety one, comes again as well the aforesaid Samuel Lane by his attorney aforesaid.

Nevertheless the aforesaid Samuel Lane by his attorney aforesaid relinquishing the averment above by him pretended saith that he cannot deny the action aforesaid of the aforesaid Michael Noel so as aforesaid against him brought nor but that he owes to the aforesaid Michael Noel the aforesaid sum of two hundred and forty pounds Current money in manner and form aforesaid so as the aforesaid Michael Noel above against him hath declared.

Therefore it is considered by the Judges here that the said Michael Noel recover against the said Samuel Lane as well the sum of two hundred and forty pounds Current money his debt aforesaid in form aforesaid confessed as also the sum of seven hundred and Eighteen pounds of tobacco by the Court here unto the said Michael Noel 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 untill the first day of January next, payments if any to be allowed.

Test Jno. Gwinn Clk.

John Gibson against Thomas Gantt

Be it remembered that heretofore to wit, on the twenty fourth day of June Anno Domini seventeen hundred and ninety the Plaintiff by William Cooke his attorney sued out of our General Court the State of Maryland a writ of