Ogle in an action of debt brought by the said Benjamin Ogle against the said Joseph Wood and Adam Breager in the General Court they acknowledge themselves to be content therewith the 31st day of August 1790.

Before Jacob Young, Wm. Beatty

To the Honourable the Judges of the General Court.

To Thomas Jennings Esquire, Attorney, for the Defendant

And thereupon, on motion of the said Benjamin Ogle by his attorney aforesaid, it is ruled by the Court here, that the said Joseph Wood and Adam Breager answer to the declaration aforesaid of the said Benjamin Ogle in the plea aforesaid, or judgment by the Court here will be entered against him in default thereof and the said Joseph Wood and Adam Breager by their attorney aforesaid, defends the force and injury, when, and so forth, and prays leave of the Court here to imparle untill the second Tuesday of October next, and then to answer to the declaration aforesaid of the said Benjamin Ogle in the plea aforesaid, and to them it is granted; the same day is given to the said Benjamin Ogle also.

At which 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, to which said day the said Joseph Wood and Adam Breager had leave to imparle, and then to answer to the declaration aforesaid of the said Benjamin Ogle in the plea aforesaid, comes again into the General Court here as well the said Benjamin Ogle by his attorney aforesaid, as the said Joseph Wood and Adam Breager by their attorney aforesaid And the said Joseph Wood and Adam Breager by their attorney aforesaid, as before, defend the force and injury, when and so forth and says that the aforesaid Benjamin Ogle his action aforesaid against them to have or maintain ought not and so forth, because they say that they said Joseph Wood and Adam Breager did pay unto the aforesaid Benjamin Ogle 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 they are ready to verify, wherefore they pray Judgment if the aforesaid Benjamin Ogle his action aforesaid

aforesaid against them to have or maintain ought and so forth.

And the said Benjamin Ogle by his attorney aforesaid, saith, that he by any thing by the said Joseph Wood and Adam Breager above in pleading alledged, from having or maintaining his action aforesaid, against them, ought not to be precluded, because he saith that the said Joseph Wood and Adam Breager have not paid unto him the aforesaid Benjamin Ogle the aforesaid sum of money, in the Condition aforesaid mentioned with the Interest thereon in such manner and form as the said Joseph Wood and Adam Breager above by pleading have alledged, and this he prays may be enquired of by the Country and the said Joseph Wood and Adam Breager in like manner and so forth. Therefore let a Jury thereupon appear before the 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 said parties then and there &c.

And now at this day to wit, the said second Tuesday of October being the Eleventh day of the same 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 Benjamin Ogle by his attorney aforesaid, as the said Joseph Wood, and Adam Breager by their attorney aforesaid And the said Joseph Wood and Adam Breager by their attorney aforesaid, relinquishing the averment aforesaid, above by them pretended say, that they cannot deny the action aforesaid of the said Benjamin Ogle so as aforesaid against them brought, nor but that they owe to the said Benjamin Ogle the said sum of two hundred and thirty pounds current money, in manner and form aforesaid, as the said Benjamin Ogle above against them have declared; therefore it is considered by the Court here, that the said Benjamin Ogle recover against the said Joseph Wood and Adam Breager as well the sum of two hundred and thirty pounds current money, his debt aforesaid in form aforesaid confessed, as also the quantity of seven hundred and ninety one pounds of tobacco by the Court here unto him the said Benjamin Ogle on his assent adjudged, for his damages which he has sustained, as well by reason of the detention of the said debt as for his costs and charges by him about his suit in this behalf laid out and Expended; and the said Joseph Wood and Adam Breager in mercy &c.

Memorandum Judgment rendered in this cause on this Eighteenth