Meyer Moses ought not to have or maintain his said action thereupon against him because he says that he the said Meyer Moses in his life time upon the tenth day of November one thousand seven hundred and seventy seven in the said Condition above specified the said four thousand three hundred and fourteen pounds four shillings and six pence which he the said John Forbes ought to have paid the said Meyer Moses upon that day according to the form and effect of the said Condition to wit at Charles County and this he is ready to verify wherefore he prays judgment if the said Joseph Swann ought to have or maintain his said action thereupon against him etc.

And the said Joseph Swann administrator aforesaid saith that he by any thing by the said John Forbes above in pleading alledged from having or maintaining his action aforesaid against him ought not to be precluded because he saith that he the said John Forbes did not pay to the said Meyer Moses in his life time upon the tenth day of November one thousand seven hundred and seventy seven in the said condition above specified the said four thousand three hundred and fourteen pounds four shillings and six pence which he the said John Forbes ought to have paid the said Meyer Moses upon that day according to the form and effect of the said condition to wit at Charles County in such manner and form as the said John Forbes above by pleading hath alledged and of this he prays may be enquired of by the Country and the aforesaid John Forbes 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 etc and who neither etc to recognize etc because as well etc the same day is given to the said parties there etc.

And now here at this day to wit the said second Tuesday of May being the fourteenth day of the same month anno domini seventeen hundred and ninety three comes again here into our general court as well the aforesaid Joseph Swann administrator aforesaid by his attorney aforesaid as the aforesaid John Forbes by his attorney aforesaid.

Nevertheless the aforesaid John Forbes by his attorney aforesaid relinquishing the averment above by him pretended says that he cannot deny the action aforesaid of the aforesaid Joseph Swann administrator aforesaid so as aforesaid against him brought nor but that he owes

To

To the aforesaid Joseph Swann administrator aforesaid the aforesaid sum of one thousand nine hundred and ninety one pounds three shillings and seven pence current money of Maryland in manner and form aforesaid so as the aforesaid Joseph Swann administrator aforesaid above against him hath Declared.

Therefore it is considered by the judges here that the aforesaid Joseph Swann administrator aforesaid recover against the said John Forbes as well the sum of one thousand nine hundred and ninety one pounds three shillings and seven pence Current money of Maryland his debt aforesaid in form aforesaid confessed as also the quantity of nine hundred and eighty one pounds of Tobacco by the court Here into the said Joseph Swann administrator aforesaid on his agent 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 etc.

Memorandum, Judgment was rendered in this cause on the twenty first day of May seventeen hundred and ninety three for the value of the penalty and costs of suit and the plaintiff agrees to release the penalty upon the payment of four hundred and sixty one pounds seven shillings and eleven pence current money with Interest of seven per Cent thereon from the twenty sixth day of September Seventeen hundred and seventy eight until paid and costs.

Subject to the following terms to wit.

The counsil in this cause agree that if Mr. Forbes shall on or before the first day of September seventeen hundred and ninety three produce a certificate signed by three respectable merchants in Charles Town South Carolina that the value of South Carolina money and the rate of Interest thereon the tenth day of September seventeen hundred and seventy seven was different from and of less value than the scale of depretiation and rate of Interest at which this judgment is now settled, that in such case no execution shall issue against Forbes on said Judgment but the same shall be opened at next Term and the Defendant be at liberty (if the plaintiff will not abide by the certificate to be produced) to issue a Commission on his part to prove the value of South Carolina paper money on the said tenth day of September seventeen hundred and seventy seven).

This Judgment is settled by a scale of one hundred and sixty six for one and seven per cent Interest.

Zebulon Hollingsworth
Philip B. Key for Deft.
Test John Gwinn Clerk