seven hundred and seventy five, in the Condition above specified the said sum of fourteen hundred and forty six pounds ten shillings and nine pence sterling money mentioned in the said Condition with the said interest thereon which the said Goodwin, Ridgely & McLure ought to have paid to the said William Molleson according to the form and effect of the condition aforesaid (Wit) at the County aforesaid, and this he is ready to verify wherefore he prays Judgment if the said Molleson ought to have or maintain his said action thereupon against him and Soforth.

And the said William Goodwin further defends the force and injury when and soforth and saith (by the leave of the Court and according to the form of the statute in such case made and provided) that the said Molleson his action aforesaid against him to have ought not because he saith that before the suing out the said original writ of the said Molleson at the County aforesaid he paid to the said Molleson the said sum of fourteen hundred and forty six pounds ten shillings and nine pence in the said Condition of the writing obligatory above mentioned and all the interest thereon due until such payment thereof according to the form of the statute in such case made and provided and that he is ready to verify wherefore he prays Judgment if the said Molleson his said action thereupon against him ought to have and soforth.

And the said William Molleson saith, that he by any thing in the first plea of the said William Goodwin before alledged ought not to be precluded from his action aforesaid against the said William Goodwin had, because he saith, that the said William Goodwin upon the first day of October in the year of our Lord one thousand seven hundred and seventy five, in the Condition aforesaid mentioned did not pay to the said William Molleson, the said sum of fourteen hundred and forty six pounds, ten shillings and nine pence sterling money and the interest for the same due, as the same William Goodwin above by pleading hath alledged: and this he prays may be enquired of by the Country: and the said William Goodwin thereof likewise.

And the said William Molleson saith, that he by any thing in the second plea of the said William Goodwin before alledged ought not to be precluded from his action against the said William Goodwin had, because he saith, that the said William Goodwin before the suing out the said original writ of the said William Molleson at the county aforesaid, did not pay to the said William Molleson the said sum of fourteen hundred and forty six pounds ten shillings and nine pence in the said Condition of the writing obligatory above mentioned and all the interest thereon due until such payment thereof as the same William Goodwin above by pleading hath alledged: and this he prays may be enquired of by the Country: and the said William Goodwin thereof likewise.

Therefore

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 said parties then and there &c.

And now here at this day to wit, the said second tuesday of May being the fourteenth day of the same month Anno Domini one thousand seven hundred and ninety three comes again here into our General Court as well the said William Molleson by his attorney aforesaid as the said William Goodwin by his attorney aforesaid.

Nevertheless the said William Goodwin by his attorney aforesaid relinquishing the averment above by them pretended, and saith that he cannot deny the action aforesaid of the said William Molleson so as aforesaid against him brought, nor but that he owes to the said William Molleson the said sum of four thousand eight hundred and twenty one pounds fifteen shillings and ten pence current money in manner and form aforesaid so as the said William Molleson above against him hath declared.

Therefore it is considered by the Judges here that the said William Molleson recover against the said William Goodwin as well the sum of four thousand eight hundred and twenty one pounds fifteen shillings and ten pence current money his debt aforesaid in form aforesaid confessed as also his costs and charges by him about his suit in this behalf laid out and expended and the said William Goodwin in mercy and Soforth.

Memorandum, Judgment was signed in this cause on the fifteenth day of June Anno Domini one thousand seven hundred and ninety three, for penalty and costs of suit, to be released on payment of the Principal Interest and costs, And the Plaintiff agrees to release the above Judgment, on the payment of such sum as the Court shall determine to be due, by virtue of the Bond on which this suit is brought, on the following case stated to wit

The said Molleson, and a certain Alexander McLure, Charles Ridgely and William Goodwin on the fourth day of August in the year of our Lord one thousand seven hundred and seventy four, were subjects to the King of Great Britain, and on the said day & year the said Charles Ridgely, Alexander McLure and William Goodwin entered into and executed their obligation to the said Molleson in the following words and figures to wit

Know all men by these presents that we Charles Ridgely, Alexander McLure and William Goodwin of Baltimore county in the province of Maryland, merchants and late copartners are held and firmly bound unto William Molleson of the City of London merchant in the full and just sum of twenty eight hundred and ninety three pounds one shilling and six pence sterling to be paid to the said William Molleson his certain attorney executors, administrators or assigns, to which payment well and truly to be made and done we bind ourselves our heirs executors, administrators in the whole and for the whole jointly and severally firmly by these presents sealed with our seals dated this fourth day of august anno

Domini