the 14th day of November one thousand seven hundred and ninety the above obligation to be void and of no effect otherwise to be and remain in full force and virtue in Law.

Signed Sealed and delivered in the Presence of. James Howard } Charles Burgess (Seal)

Copies of which aforegoing Declaration and Bond were made out and sent with the writ which issued in the plea aforesaid.

And Now at this day to wit the first Monday in April in the year seventeen hundred and ninety one (the Courts being altered by act of assembly) comes here at the Court house in the Town aforesaid before the Justices of the Court here the said John Galloway by Philip Barton Key his attorney aforesaid and offers himself against the said Charles Burgess in the plea aforesaid And the Sheriff, to wit, Edward Lloyd Wailes Gentleman to whom the aforegoing writ was directed likewise comes and makes return thereof, to the Court here thus endorsed, to wit

Capi, Copy in time. Edward L. Wailes Sheriff

And the said Charles Burgess being called upon appears and at the prayer of the said John Galloway by his attorney aforesaid is adjudged to give special Bail in the plea aforesaid Thereupon Richard Burgess of Prince Georges County present here in Court in his proper person becomes pledge and manucaptor for the said Charles Burgess that if it shall so happen that the said Charles Burgess in the plea aforesaid shall be legally convicted then the said Richard Burgess grants that as well the debt aforesaid as all such Damages costs and charges which to the said John Galloway in that part shall be adjudged of his body lands and chattels shall be made and to and for the use of the said John Galloway levied in case the said Charles Burgess the debt damages costs and charges aforesaid shall not pay or his body into the custody of the Sheriff of the County aforesaid on that occasion not render.

And the said Charles Burgess by Edward Nicholls his attorney prays leave of the Court here to imparle untill the first Monday in September next and it is granted unto him the same day is given the said John Galloway also.

At which day to wit, the first Monday in September in the year last aforesaid here comes again the parties aforesaid by their attornies aforesaid. And the said Charles Burgess by his attorney aforesaid defends the force and injury when and Soforth and prays oyer of the writing obligatory aforesaid and the condition thereof, and they are read unto him in these words following to wit, which being read and heard the said Charles Burgess saith that the said John Galloway his action aforesaid against him ought

ought not to have or maintain because he saith that he the said Charles Burgess hath paid to the said John Galloway the said sum of Twenty seven pounds current money with legal Interest thereon according to the form and effect of the said condition to wit at Prince Georges County aforesaid and this he is ready to verify wherefore he prays Judgment if the said John Galloway his action aforesaid against him to have and maintain ought &c.

And the said John Galloway by his attorney aforesaid saith that he by any thing by the said Charles Burgess in pleading alledged from having his action aforesaid ought not to be precluded because he saith that the aforesaid Charles Burgess hath not paid to him the said John Galloway the aforesaid sum of current money with legal Interest thereon which he the said Charles Burgess ought to have paid according to the form and effect of the said Condition as the aforesaid Charles Burgess above in pleading hath alledged and this he prays may be enquired of by the Country and the said Charles Burgess in like manner and Soforth.

Whereupon this cause standing ready for Trial further process of and upon the premises aforesaid between the parties aforesaid by the aforesaid by the Consent of the said parties and their attornies aforesaid and by order of the Court here thereon is continued untill the first Monday in April next.

At which day to wit the first Monday in april in the year seventeen hundred and ninety two here come again the parties aforesaid by their attornies aforesaid and the said Charles Burgess by his attorney aforesaid relinquishing the averment aforesaid above by him pretended saith that he cannot gainsay the action aforesaid of the said John Galloway so as aforesaid against him brought nor can he deny but that he oweth unto the said John Galloway the aforesaid sum of fifty four pounds current money in manner and form as the said John Galloway against him hath declared.

Therefore it is considered by the Court here that the said John Galloway recover against the said Charles Burgess his debt aforesaid in form aforesaid acknowledged and also the quantity of Four hundred and twenty pounds of Tobacco by the Court here unto the said John Galloway (with his assent) adjudged as well for his Damages which he had 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 Charles Burgess in mercy &c. Memorandum the Plaintiff agrees to release the penalty on payment of principal Interest and costs.

Test John R. Magruder, Clk.

Afterwards to wit, on the twenty third day of April seventeen hundred and ninety two the said Charles Burgess produced

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