in the plea aforesaid, comes again into the General Court here, as well the said Otho Holland Williams by his attorney aforesaid, as the said Andrew Adams by his attorney aforesaid: and the said Andrew Adams by his attorney aforesaid, as before, defends the force and injury, when, and soforth. and saith that the aforesaid Otho his action aforesaid to have ought not because he saith that he paid to the aforesaid Otho upon the aforesaid twenty second day of September then next following after the date of the said writing obligatory the aforesaid sum of one hundred and forty two pounds ten shillings which he on the same day ought to have paid, according to the form and effect of the aforesaid Bill, to wit, at Frederick County aforesaid and this he is ready to verify: Wherefore he prays Judgment whether the aforesaid Otho ought to have his action thereof against him and Soforth. And the said Otho Holland Williams by his attorney aforesaid saith that he by any thing by the said Andrew Adams above in pleading alleged from having and maintaining his action aforesaid against him ought not to be precluded because he saith that the said Andrew Adams did not pay unto him the said Otho Holland Williams the aforesaid sum of money mentioned, in manner and form as the said Andrew Adams above by pleading hath alleged, and this he prays may be enquired of by the Country and the said Andrew Adams in like manner and Soforth. Therefore let a Jury thereupon appear before the Court here on the second Tuesday of May next, by whom, and Soforth. and who neither, and Soforth, to recognize and Soforth. because as well and Soforth. the same day is given to the said Parties then and there, and Soforth.

And now at this day, to wit, the said second Tuesday of May being the fourteenth day of the said month in the year of our Lord one thousand seven hundred and ninety three, comes again into the General Court here, as well the said Otho Holland Williams by his attorney aforesaid, as the said Andrew Adams by his attorney aforesaid: and the said Andrew Adams by his attorney aforesaid, relinquishing the averment aforesaid above by him pretended, says, that he cannot deny the action aforesaid of the said Otho Holland Williams so as aforesaid against him fought, nor but that he owes to the said Otho Holland Williams the said sum of one hundred and forty two pounds ten shillings current money

money, in such manner and form as the aforesaid Otho Holland Williams above against him hath complained, nor but that the aforesaid Otho Holland Williams hath sustained damage by reason of the detention of the debt aforesaid, to the aforesaid sum of one hundred and eighty pounds current money, in like manner and form as the aforesaid Otho Holland Williams within against him hath complained, besides his costs and charges by him about his suit in this behalf laid out and expended, and soforth. and hereupon the aforesaid Otho Holland Williams by his attorney aforesaid, prays Judgment for his debt aforesaid, so as aforesaid confessed, together with his Damages so as aforesaid acknowledged, as also for his costs and charges by him about his suit in this behalf laid out and expended, to him to be adjudged, and Soforth; Therefore it is considered by the Court here, that the said Otho Holland Williams recover against the said Andrew Adams as well the said sum of one hundred and forty two pounds ten shillings current money, his debt aforesaid, in form aforesaid confessed, as the said sum of one hundred and eighty pounds of current money, his Damages aforesaid, acknowledged to be sustained by reason of the detention of the said debt, as also the quantity of nine hundred and eighty pounds of Tobacco by the Court here unto the said Otho Holland Williams on his agent, adjudged for his costs and charges by him about his suit in this behalf laid out and expended. and the aforesaid Andrew Adams in mercy, and soforth.

Memorandum. Judgment was rendered in this cause on the fifteenth day of May in the year of our Lord one thousand seven hundred and ninety three. for one hundred and forty two Pounds and ten shillings current money debt, and one hundred and eighty Pounds current money damage and Costs. and the plaintiff agreed to release the aforesaid Damages, on payment of the interest on the debt aforesaid from the twenty second March in the year of Lord one thousand seven hundred, and ninety, and the quantity of nine hundred and eighty Pounds of Tobacco costs of suit: the Plaintiff also agreed to stay execution till the first of August next – Payments to be allowed –

Test. John Gwinn Clk.

And afterwards, to wit, on the ninth day of July in the year of our Lord one thousand seven hundred and ninety three William M. Beall and George Murdock Esquires