the said Joseph Wood in an action of Debt for as well the sum of Eighteen Hundred pounds current Money aforesaid as Three hundred and sixty nine pounds of Tobacco cost of Suit, from which said Judgment the said Joseph Wood hath prayed an Appeal to the General Court. — Now the Condition of the above Obligation is such that if the above bound Joseph Wood shall not pursue the Directions of the act of Assembly entitled "an act for regulating writs of Error and granting appeals from and to the Courts of Common Law within this province" at the next General Court and prosecute the same appeal with effect and also pay or cause to be paid and satisfy to the said Robert Fulton his Executors, Administrators or Assigns in case the said Judgment shall be affirmed here as well all and singular the Debt and costs adjudged by the County Court aforesaid as also all Costs and Damages that shall be awarded by the General Court, then the above obligation to be and remain in full force and virtue, otherwise of no effect. —

Signed Sealed and delivered in the presence of — Thomas Reynolds, — George Mc Mie.

Joseph Wood (Seal)
Henry his mark Nelson (Seal)
Peter Beard (Seal)
William Beutley (Seal)

At which mentioned second Tuesday in May being the eighth day of the same Month in the year of our Lord one thousand seven hundred and ninety two and the day of the returns of the aforegoing writ comes into the General Court here, the aforesaid Robert Fulton by his attorney aforesaid; and the Sheriff of Frederick County to wit Tobias Butler Gentleman to whom the said aforegoing writ was in form aforesaid directed, likewise comes and makes return thereof to the Court here thus indorsed, to wit:

Cepi Tobias Butler, Sheriff.

At which said second Tuesday of October being the ninth day of the same month in the year of our Lord one thousand seven hundred and ninety two comes into the General Court here, as well the said Robert Fulton by his Attorney aforesaid as the said Joseph Wood by his Attorney aforesaid

aforesaid; And thereupon on motion of the aforesaid Robert Fulton by his attorney aforesaid, It is ruled by the Court here that the aforesaid Joseph Wood answer to the declaration of the aforesaid Robert Fulton in the plea aforesaid, or Judgment by the Court here will be entered against him in default thereof; and the said Joseph Wood by his Attorney aforesaid defends the force and injury when and so forth, and prays leave of the Court here to imparle until the second Tuesday of May next, and then to answer to the declaration aforesaid of the aforesaid Robert Fulton in the plea aforesaid and to him it is granted; the same day is given to the aforesaid Robert Fulton also. —

And now at this day to wit the said second Tuesday of October being the fourteenth day of the same 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 Robert Fulton by his Attorney aforesaid, as the said Joseph Wood by his Attorney aforesaid;

And the said Joseph Wood by his Attorney aforesaid defends the force and injury when and so forth, and saith that the said Joseph Wood in the condition of the said writing obligatory mentioned from the time of making the said writing obligatory hitherto hath well and truly observed, performed, fulfilled and kept, all and singular the matters and things in the Condition of the said writing obligatory mentioned and contained, which he, according to the Condition thereof ought to have observed, performed, fulfilled and kept to wit, at Frederick County aforesaid; and this he is ready to verify; wherefore he prays Judgment if the said Robert Fulton ought to have or maintain his Action aforesaid, against him the said Joseph Wood and so forth.

And the said Robert Fulton by Baker Johnson his Attorney saith that he by any thing by the aforesaid Joseph Wood in his said plea above alledged from having and maintaining the Action aforesaid against him the said Joseph Wood to be precluded ought not, because protesting that the aforesaid Joseph Wood in the condition of the said writing obligatory aforesaid mentioned from the time of making the said writing obligatory have not well and truly observed, performed, fulfilled and kept all and singular the matters

and