the day and year aforesaid, promised to pay to the said John Salmon or order the said sum of One hundred and nine pounds eight shillings and one penny on demand for value received; and the said John avers that the said Abraham did not pay to him the said John the said sum of One hundred and nine pounds eight shillings and one penny Current Money according to the form and effect of the said Writing obligatory, whereby an action accrues to the said John to demand and have from the said Abraham the said One hundred and one pounds eight shillings and one penny; Yet the said Abraham altho' oftentimes requested the said One hundred and nine pounds eight shillings and One penny Current Money or any part thereof to the said John hath not as yet paid, but refused and still refuses to pay him the same to the damage of the said John Two hundred and eighteen pounds sixteen shillings and two pence of like Current Money aforesaid and therefore he brings his Suit and so forth.

Sam.l Johnston Atty. for Plaintiff. Pledges to prosecute { John Doe and Richard Roe

Oyer of the writing obligatory aforesaid.

I promise to pay or cause to be paid to Mr. John Salmon or order the just and full sum of One hundred and nine pounds eight shillings & 1d. on demand for value of him received as Witness my Hand and Seal this 20th day of October 1792.

NB The above note to be on Interest from the date.

Witness James E Morton. A. Faw (Seal)

At which mentioned second Tuesday of May being the fourteenth day of the same month in the year of our Lord One thousand seven hundred and ninety three and the day of the return of the aforegoing Writ, comes into the General Court here, the aforesaid John Salmon by his said attorney, and the Sheriff of Montgomery County, to wit, Soloman Holland 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, Copy left 12th April, Soloman Holland, Sheriff.

And the said Abraham Faw by Luther Martin his attorney appears in Court here, and thereupon on motion of the aforesaid John Salmon by his attorney aforesaid, It is ruled by the Court here that the said Abraham Faw give special Bail to the action aforesaid in the plea aforesaid;

Whereupon,

Whereupon a certain Henry Roonty of Frederick County present here in Court in his proper person with the consent of the said John Salmon undertakes for the said Abraham Faw that in case the said John Salmon shall recover Judgment against the said Abraham Faw in the plea aforesaid, or that the said Abraham Faw shall be legally convict thereon, that then the said Abraham Faw shall pay the condemnation of the Court thereon, or render his body to the custody of the Sheriff of Montgomery County in satisfaction thereof or that he the said Henry Roonty will do the same for him.

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

At which said second Tuesday of October being the eighth day of the same Month in the year of our Lord One thousand seven hundred and ninety three to which day the said Abraham Faw had leave to imparle; and then to answer unto the declaration aforesaid of the aforesaid John Salmon in the plea aforesaid; comes into the General Court here as well the said John Salmon by his attorney aforesaid, as the said Abraham Faw by his attorney aforesaid; And the said Abraham by Luther Martin his attorney comes and defends the force and injury when and so forth, and prays an hearing of the Writing obligatory aforesaid and to him it is read in these words, to wit, which being read and heard the said Abraham saith that the said John his action aforesaid against him to have ought not because he saith that after the executing the Writing obligatory obligatory aforesaid and before the impetration of the Original Writ of him the said John on the first day of January in the year of our Lord One thousand seven hundred and ninety three to wit at the County of Baltimore he the said Abraham paid to the said John the said sum of Money in the Writing aforesaid mentioned with the Interest thereon due which the said John then and there received in full satisfaction of all sums of Money due from the said

Abraham,