Here into our General Court as well the aforesaid Charles Wallace Survivor as aforesaid by his Attornies aforesaid, as the aforesaid Edward Johnson by his Attornies aforesaid, And the said Johnson comes and rejoins to the said replication of the said Charles and saith that the said Charles notwithstanding any thing in his said replication pleaded ought not to have or maintain his said action thereof against him the said Johnson because he the said Johnson saith that the said Thomas Peters hath well and truly paid and satisfied to the said Charles and John in the life time of the said John all and singular the debt, damages and Costs adjudged against him by the said General Court as aforesaid and also all Costs and damages that were awarded by the high Court of Appeals as aforesaid upon the affirmance of the said Judgment to wit at the County aforesaid on the day of in the year of our Lord one thousand seven hundred and ninety and that he the said Johnson is ready to verify, and so forth wherefore he prays Judgment whether the said Wallace his action aforesaid thereof against him the said Johnson to have and maintain ought and so forth. Thereupon further process of and upon the premisses aforesaid, between the parties aforesaid by consent of the said parties and their attornies aforesaid and by order of the Court here thereon, is continued untill the second tuesday of Octoba then next following.

And now here, at this day, to wit, the said second Tuesday, of October being the thirteenth day of the same month Anno Domini seventeen hundred and ninety five comes again here into our General Court as well the aforesaid Charles Wallace survivor as aforesaid by his Attornies aforesaid as the aforesaid Edward Johnson by his attornies aforesaid, And the said Charles by Thomas Jennings his attorney aforesaid saith, that he by any thing by the said Edward in his plea alledged from having and maintaining his action aforesaid against the said Edward to be precluded ought not because he saith that the said Thomas Peters hath not well and truly paid and satisfied to the said Charles and John in the life time of the said John all and singular the debt damages and Costs adjudged against him by the said General Court as aforesaid and also all Costs and Damages that were awarded by the high Court of Appeals as aforesaid upon the affirmance of the said Judgment in manner and form as the said Edward hath alleged; And this he prays may be enquired of by the Country, And the said Edward in like manner and so forth.

Nevertheless the aforesaid Edward Johnson by his Attornies aforesaid relinquishing the Averments aforesaid above by him pretended says that he

cannot deny the action aforesaid of the aforesaid Charles Wallace survivor as aforesaid so as aforesaid against him brought nor but that he owes to the aforesaid Charles Wallace survivor as aforesaid the aforesaid sum of two thousand six hundred pounds current money of Maryland in manner and form aforesaid so as the aforesaid Charles Wallace and John Davidson in the life time of the said John Davidson above against him have declared.

Therefore it is considered by the judges here that the said Charles Wallace survivor as aforesaid recover against the aforesaid Edward Johnson as well the sum of two thousand six hundred pounds current money of Maryland his debt aforesaid in form aforesaid confessed as also the quantity of pounds of Tobacco by the Court here unto the said Charles Wallace survivor as aforesaid on his agent adjudged as well for his Damages 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 Defendant in Mercy &c.

Provided Nevertheless the above acknowledgment and Judgment is made subject to the opinion of the Court upon the following Case, Stated to wit.

Wallace surviving partner of Davidson vs Edward Johnson	Case.

On the 18th day of March 1784. Thomas Peters and Mark Pringle executed three bonds to Archibald Buchanan for the payment of £626.. 10.. 0 each the first bond payable the 20th of October 1784. with Interest from the 20th of October 1783.

The Second payable the 20th of October 1785. with Interest from the 20th of October 1783, and the third payable the 20th of October 1786. with interest from the 20th of October 1783.

These three Bonds were assigned to the Plaintiffs by Archibald Buchanan after crediting a payment on the first bond of £247.. 8.. 8.

The Plaintiffs sued Thomas Peters on the first bond to May Term 1786. and obtained a Judgment thereon in the General Court at May Term 1787. to be released on payment of the Debt and Interest due thereon.

On the 5th of October 1787 said Thomas Peters brought a writ of Error to the Court of Appeals on which the defendant was his bail on the bond filed in the Chancery office, which Judgment was affirmed in October Term 1788.

The present suit is brought on the said bond given by the defendant The Plaintiffs sued the said Thomas Peters on the other two bonds to May Term 1787 in the General Court, and in May Term 1788. Judgments were confessed