this seventh day of June 1793. The Condition of the above obligation is such that if the above bound John Jonathan Spencer his heirs Executors or Administrators do shall well and truly pay or cause to be paid unto the aforesaid Johnson and Harwood their certain Attorney Executors or Administrators or Assigns the sum of one hundred and seventy pounds nineteen shillings and five pence at or upon the day of then the above obligation to be void else to remain in full force and virtue in Law.

Signed sealed and delivered in presence of. John J. Spencer (Seal)

A Copy of which Declaration and oyer aforesaid was made and sent with the writ which issued in the plea aforesaid.

At which mentioned second tuesday of May being the thirteenth day of the same month Anno Domini seventeen hundred and ninety four and the day of the return aforegoing writ come here into our General Court the aforesaid Robert Johnson and Jeremiah Harwood by Philip Barton Key their Attorney aforesaid. And the sheriff of Prince Georges County aforesaid to whom the said aforegoing writ was made and directed likewise comes and makes return thereof to the Court here thus endorsed to wit.

Cepi, Copy left the 9th day of May 1794. Wm. J. Jackson Shff.

And the said sheriff, although being called upon to bring into Court here, the body of the aforesaid John Jonathan Spencer according to his return of the writ aforesaid, brings him not in, but makes default, Whereupon it is adjudged by the Court here, that the said sheriff be amerced the Sum of five pounds Current money, in case he hath not the body of the aforesaid John Jonathan Spencer in Court here, on the second day of the next Court.

At which said next Court to wit, the second Tuesday of October being the fourteenth day of the same month Anno Domini seventeen hundred and ninety four come again here into our General Court the aforesaid Robert Johnson and Jeremiah Harwood by their Attorney aforesaid And the said sheriff being further called upon to bring into Court here the body of the aforesaid John Jonathan Spencer whom this day he ought to have here in compliance with the rule of the Court aforesaid, and to save the Amercement aforesaid, brings him in, Whereupon it is adjudged by the Court here that the Amercement aforesaid be struck out And the said John Jonathan Spencer being called appears, and at the prayer of the aforesaid Robert Johnson and Jeremiah Harwood by their Attorney aforesaid, the said John

John Jonathan Spencer is adjudged to give special bail to the action aforesaid, Whereupon the same John Jonathan Spencer by Edward Nicholls his Attorney files in Court here, the following Bail piece to wit.

Robert Johnson and Jeremiah Harwood vs John Jonathan Spencer	You Andrew Estave and Simon Redallich do jointly and severally acknowledge yourselves special bail for John Jonathan Spencer at the suit of Robert Johnson and Jeremiah Harwood in an action of Debt brought by the said Robert Johnson and Jeremiah Harwood against the said John Jonathan Spencer in the General Court, for the Western Shore; they acknowledge themselves content therewith this 9th day of October 1794. Before Robert Brent, Danl. Carroll of Hr.

To the honourable the Judges of the General Court.

Edward Nicholls Esqr is desired and imporowered to appear for the Defendant.

And the aforesaid John Jonathan Spencer by Edward Nicholls and John Machall Gantt his Attornies comes and defends the force and injury when and so forth, and prays leave of the Court to imparle hereunto untill next Court and he hath it, the same day is given to the Plaintiffs also.

At which said next Court, to wit, the second Tuesday of May being the twelfth day of the same month Anno Domini seventeen hundred and ninety five come again here into our General Court as well the aforesaid Robert Johnson and Jeremiah Harwood by their Attorney aforesaid as the aforesaid John Jonathan Spencer by his Attornies aforesaid, And the aforesaid John Jonathan Spencer by his Attornies aforesaid as before defends the force and injury when and so forth; and saith that the aforesaid Robert Johnson and Jeremiah Harwood their action aforesaid against him to have or maintain ought not &c. because he saith, that he the said John Jonathan Spencer did pay unto the aforesaid Robert Johnson and Jeremiah Harwood the said sum of money in the condition of the said writing obligatory mentioned with legal Interest thereon according to the form and Effect of the Condition of the said writing obligatory and this he is ready to verify. wherefore he prays Judgment if the aforesaid Robert Johnson and Jeremiah Harwood their action aforesaid against him to have or maintain ought &c.

And the said Robert Johnson and Jeremiah Harwood say that they by any thing by the aforesaid John Jonathan Spencer above in pleading alledged from having or maintaining their action aforesaid against him ought not to be precluded; because they say, that the aforesaid John Jonathan Spencer did not pay unto them the said Robert Johnson and