At which 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 four Comes here again the said Thomas Stewardson administrator as aforesaid by his attorney aforesaid and the said Tobias Butler sheriff of Frederick County aforesaid in pursuance of the command of the writ aforesaid and according to the tenor of his return thereof as aforesaid and in compliance with the rule of the court aforesaid and to saw the amercement aforesaid brings into Court here the body of the said William Coale. Whereupon it is ordered by the court here that the rule and amercement aforesaid be discharged and stricken out; and thereupon on motion of the said Thomas Stewardson administrator as aforesaid by his attorney aforesaid it is ruled by the court here that the said William Coale give special bail in the plea aforesaid: Whereupon the said William Coale by Luther Martin his attorney files in Court here the following Bail piece towit.

Thomas Stewardson administrator of Daniel Mildred — Plaintiff
against
William Coale defendant

You Richd. Coale and John Shingo do jointly & severally acknowledge yourselves special bail for the said William Coale at the suit of the said Thomas Stewardson administrator of Daniel Mildred in an action of Debt brought by the said Thomas Stewardson administrator of Daniel Mildred against the said William Coale in the General Court for the Western Shore of Maryland They acknowledge themselves to be Content therewith this 25. day of September 1794 Before

Francis P. Lappington
Jos. Howard

To the Honble the Judges of the General Court
Luther Martin Esqr. for the Deft.

And thereupon on motion of the said Thomas Stewardson administrator as aforesaid by his attorney aforesaid it is ruled by the court here that the said William Coale answer to the Declaration aforesaid of the said Thomas Stewardson administrator as aforesaid in the plea aforesaid or judgment by the Court here will be rendered against him in default hereof and the said William Coale by Luther Martin his attorney comes and defends the wrong and injury when and wherefore, and craves oyer of the writing obligatory aforesaid and the condition thereof which being read he hath in the following words "Know ye" and saith that the said Thomas his action thereof against him to have or maintain ought not because he saith that after executing the aforesaid writing

(Obligatory)

obligatory and before the impetration of the original writ of him the said Thomas in this cause at the county aforesaid in the lifetime of the said Daniel he the said William did well and truly pay to the said Daniel the sum of money in the said condition mentioned with the Interest thereon due & in discharge and satisfaction of the said writing obligatory, and the money thereby due to the said Daniel, according to the form of the statute in such case made & provided, the said Daniel then and there received in full; and this the said William is ready to verify. Whereupon he prays Judgment if the said Daniel his action thereof against him to have or maintain ought and wherefore he prays. And the aforesaid William by his attorney aforesaid by leave of the court and according to the form of the statute in such Case made and provided further comes and defends the wrong and injury when and wherefore and craves oyer of the writing obligatory aforesaid and of the condition thereof which he hath in the following words towit — and saith that the said Thomas his action thereof against him to have or maintain ought not because he saith that the Debt aforesaid to recover which this action is brought had been above twelve years standing and due before the impetration of the original writ of him the said Thomas in this cause towit at the County aforesaid; and this the said William is ready to verify Whereupon he prays Judgment of the said Thomas his action thereof against him to have or maintain ought not and wherefore. and the said Thomas Stewardson administrator as aforesaid by his attorney prays leave of the court here to imparle unto the second Tuesday of May next, and to him it is granted the same day is given to the said William Coale also.

At which said second Tuesday of May being the twelfth day of the same month in the year of our Lord one Thousand seven hundred and ninety five, come again into Court here the parties aforesaid by their attorneys aforesaid. And the said Thomas Stewardson administrator as aforesaid by his attorney aforesaid saith that he by any thing by the said William Coale in his first plea above pleaded ought not to be precluded from having and maintaining his action aforesaid because he saith that the said William Coale did not pay unto the said Daniel Mildred the said sum of money in the condition aforesaid mentioned with the Interest thereon as the said William above in his first plea hath alledged, and this he prays may be inquired of by the country and the said William Coale in like manner and wherefore

(And)