injury when and so forth, and prays further leave of the Court here to imparle until the second Tuesday of October next, and then to answer to the Declaration aforesaid of the said Henry Oneale in the plea aforesaid, and to him it is granted the same day is given to the said Henry Oneale also.

At which said second Tuesday of October being the thirteenth day of the same month in the year of our Lord one Thousand seven hundred and ninety five, come again the parties aforesaid by their attorneys aforesaid, and the said William Lodge by his attorney aforesaid defends the force and injury when and so forth, and saith that the said William Lodge did not undertake or promise in manner and form as the said Henry Oneale hath above complained against him, and of this he puts himself upon the Country &c. and the said William Lodge with the leave of the Court here first had and obtained according to the form of the Statute in such Cases made and provided further comes and defends the wrong and injury when &c. and saith that the said Henry Oneale his action aforesaid against to have or maintain ought not, because he saith that the said William Lodge did not at any time within three years next before the day of impetration of the Original Writ of him the said Henry Oneale in this Cause undertake or promise in manner and form as the said Henry Oneale hath above complained, and this the said William Lodge is ready to verify: wherefore he prays judgment if the said Henry Oneale ought to have or maintain his action aforesaid thereof against him the said William Lodge &c. and so forth. Thereupon further process of and upon the premises aforesaid between the parties aforesaid by order of the Court here thereon is continued until the second Tuesday of May next.

At which said second Tuesday of May being the tenth day of the same month in the year of our Lord one Thousand seven hundred and ninety five, come again into the general Court here as well the said Henry Oneale by his attorney aforesaid, as the said William Lodge by his attorney aforesaid. and thereupon on motion of the said William Lodge by his attorney aforesaid It is ordered by the Court here that the plea aforesaid of him the said William Lodge be struck out. and the said William Lodge by his attorney aforesaid as before defends the force and injury when and so forth and saith that the said Henry Oneale his action aforesaid against him to have or maintain ought not &c because he saith that he the said William Lodge did pay unto the said Henry Oneale the said sum of two pounds five shillings current money for each and every acre of land clear of elder survey in the Condition of the said Writing Obligatory mentioned 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 said Henry Oneale his action aforesaid against him to have or maintain ought &c. and the said Henry Oneale by his attorney aforesaid saith that he by any thing by the (said)

said William Lodge above in pleading alledged from having and maintaining his action aforesaid against him ought not to be precluded because he saith that the said William Lodge did not pay unto him the said sum of two pounds five shillings for each and every acre of land clear of elder survey in the condition aforesaid mentioned in manner and form as the said William Lodge above by pleading hath alledged, and this he prays may be enquired of by the Country and the said William Lodge in like manner and so forth. Therefore let a jury thereon appear before the Court here immediately by whom &c and who neither &c to recognize &c. because as well &c. who being called come that is to say Benjamin Brooks, Alexander Craig, Samuel Chase Junior, Theodore Hodgkins, Joseph Howard, Alpheus Beale, Benjamin Preston, John Taylor of Wm. George Lokey, William Hammond, John Gilbert and John Freeman who being empanelled and sworn to say the truth in the premises upon their Oath do say that the said William Lodge hath not paid to the said Henry Oneale the said sum of two pounds five shillings current money for each and every acre of land clear of elder survey according to the form and effect of the said Condition of the writing obligatory aforesaid as the said William Lodge above by pleading hath alledged. and they assess the Damages of the said Henry Oneale by reason of the breach of covenant aforesaid to the sum of One hundred and eighty nine pounds fifteen shillings and nine pence current money: Therefore it is considered by the court here that the said Henry Oneale recover against the said William Lodge as well the said sum of One hundred and eighty nine pounds fifteen shillings and nine pence current money by the Jury aforesaid in form aforesaid assessed, for his Damages which he hath sustained by reason of the breach of covenant aforesaid, as the quantity of one Thousand one hundred and twelve pounds of Tobacco by the court here adjudged unto the said Henry Oneale for his cost and charges by him about his suit in this behalf laid out and expended; and that the said William Lodge be in mercy and so forth.

Test John Guinn Clk.

Thomas Jenkins against Adam King	Debt Judgment for four hundred and seventy pounds four shillings current money and Costs. To be released on the payment of two hundred and thirty five pounds two shillings current money with Interest thereon from the 2d day of July 1791 till paid & Costs. The Defendant is to have credit for £8.19.3½ current money on acct. in Alex. Doyle's Books against Plaintiff if Daniel Rintyld shall be of Opinion that the same is justly due from the plaintiff to Alexander Doyle deceased.

Costs — 805 Tobo:

Satisfied Plaintiff Debt Interest & Costs — aff Docket May Term 1797. Satisfied, No 13.

Test John Guinn Clk.