the said Richard Spriggs in the Plea aforesaid in form following to wit

Western Shore State of Maryland Ann Arundel County Ss: Richard Spriggs late of Ann arundel county Gentleman, otherwise called Richard Spriggs of Ann arundel county & commonwealth of maryland was summoned to answer unto Charles Carroll of plea that he render unto him the full and just sum of five Thousand pounds current money which to him the said Richard owes unjustly detains and &c. and whereupon the said Charles Carroll by William Cooke his attorney saith that whereas the aforesaid Richard on the twenty sixth day of May in the year one Thousand seven hundred and eighty five at ann arundel county aforesaid by his certain writing obligatory acknowledged himself to be held and firmly bound unto him the aforesaid Charles in the aforesaid sum of five Thousand pounds current money to be paid to him the said Charles when afterwards he should be thereunto required. Nevertheless the aforesaid Richard (although often thereunto required) the aforesaid sum of current money to him the said Charles hath not rendered or paid, but the same sum of current money to him hitherto to render or pay he hath altogether refused, and yet doth refuse; whereupon the said Charles saith he is the worse, and hath damage to the value of three Thousand pounds current money and therefore he brings suit and &c. and brings here into court the writing obligatory aforesaid, sealed with the seal of the aforesaid Richard which the debt aforesaid, in form aforesaid witnesseth, the date whereof is the day and year aforesaid and &c. Mr Cooke for the plaintiff pledges, and &c. John Doe and Richard Roe. The ogst of the writing obligatory aforesaid, and the condition thereof follow in these words to wit.

Know all men by these presents that we William Smallwood of Charles County & commonwealth of maryland & Richard Spriggs of Ann arundel County & commonwealth aforesaid are held & firmly bound unto charles carroll of Carrollton in the full and just sum of five Thousand pounds maryland currency to be paid unto the said Charles Carroll his certain attorney his heirs executors administrators & assigns to which payment well and truly to be made we bind ourselves jointly & severally our joint and several heirs executors & administrators firmly by these presents sealed with our seals & dated this twenty fifth day of may in the year of our Lord one Thousand seven hundred and eighty five. The condition of the above obligation is such that if the above bound William Smallwood his heirs executors or administrators shall pay or cause to be paid unto the said Charles Carroll his certain attorney his heirs executors or administrators the sum of Two Thousand five hundred pounds of the said currency on or before the twenty sixth day of may in the year of our Lord (one)

one Thousand seven hundred & eighty seven with legal interest thereon from the date hereof to be regularly paid on the twenty sixth day of may annually then the above obligation to be void, otherwise to be remain in full force & virtue.

W. Smallwood (Seal)
Rich^d. Spriggs (Seal)

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, and the day of the return of the aforegoing writ, comes into the general court here the said Charles Carroll of Carrollton by his attorney aforesaid: and the sheriff of ann arundel county to whom the said writ was in form aforesaid directed makes return thereof to the court here, thus endorsed to wit.

Capi copy left at the dwl. 21. 1795. Rich^d. Harwood shff

And the said Richard Spriggs in his proper person appears in court here. And thereupon on motion of the said Charles Carroll of Carrollton by his attorney aforesaid It is ruled by the court here, that the said Richard Spriggs answer to the Declaration aforesaid of the aforesaid Charles Carroll in the plea aforesaid, or judgment by the court here will be entered against him in default thereof; and the said Richard Spriggs by his attorney aforesaid defends the force and injury when and &c. and prays leave of the court here to imparle untill the second Tuesday of October next and then to answer to the Declaration aforesaid: and to him it is granted, the same day is given to the said Charles Carroll of Carrollton 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 into the general court here as well the said Charles Carroll of Carrollton by his attorney aforesaid as the said Richard Spriggs in his proper person aforesaid, and the said Richard Spriggs in his proper person aforesaid, as before defends the force and injury when and &c. and saith that the said Charles Carroll his action aforesaid against him to have or maintain ought not &c. because he saith that he the said Richard Spriggs did pay unto the aforesaid Charles Carroll 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 Charles Carroll his action aforesaid against him to have or maintain ought &c. and the said Charles Carroll by his attorney aforesaid saith, that he by any thing by the said Richard Spriggs above in pleading alledged from having and maintaining his action aforesaid against him ought not to be precluded because he (saith)