and ninety five. The Condition of the above obligation is such that if the above bound Sarah Smith her Certain attorney, Executors, administrators or assigns do and shall well and truly pay or Cause to be paid unto the said Isaac Wilson his Certain attorney, executors administrators or assigns the just and full sum of two hundred and thirty nine pounds three shillings and three pence Maryland Money as aforesaid at or upon the first day of August next ensuing the date hereof without fraud or further delay Then the above obligation to be void else to remain in full force and virtue in Law.

Signed Sealed and delivered in the presence of Inc. Nicholson } Sarah Smith (Seal)

Indorsements.

I do hereby assign all my right and title of the within Bond to James Wilson.

Baltimore 9th February 1795. Isaac Wilson

I do hereby assign all my right and title of the within Bond to Martin Eichelberger for value received

Baltimore March 26. 1795. James Wilson

A Copy of which aforegoing Declaration, oyer and Indorsements were made and sent with the writ which issued in the plea aforesaid. At which mentioned second Tuesday of May being the tenth day of the same month in the year of our Lord one thousand seven hundred and ninety six, and the day of the return of the aforegoing writ comes here into our General Court the aforesaid Isaac Wilson by his attorney aforesaid. And the Sheriff of Baltimore County 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 served 4th February. H. Stevenson Shff.

And the said Sarah Smith by Samuel Johnston & Luther Martin her attornies comes and defends the force and injury when and foforth And the aforesaid Isaac Wilson by his attorney aforesaid, prays that the said Sarah Smith may answer to his Declaration aforesaid in the plea aforesaid by the twentieth day of August next; and thereupon it is said to the said Sarah Smith, that if she doth not answer to the declaration aforesaid of the aforesaid Isaac Wilson by the said twentieth day of August next, Judgment will be entered against her by default; And thereupon the said Sarah Smith by her attornies aforesaid as before defends the force and injury when and foforth. and prays leave of the Court,

Court to Imparle hereunto until the second tuesday of October next, and he hath it, the same day is given to the aforesaid Isaac Wilson also.

At which said second tuesday of October being the eleventh day of the same month in the year of our Lord one thousand seven hundred and ninety six Comes again here into our General Court as well the aforesaid Isaac Wilson by his attorney aforesaid as the aforesaid Sarah Smith by her attornies aforesaid and the said Sarah Smith by her attornies aforesaid as before defends the force and injury when and foforth, and prays an hearing of the Bond and Condition and they are readunto her in these words following to wit.

Know all Men by these presents, that I Sarah Smith of Baltimore County in the State of Maryland widow am held and firmly bound unto Isaac Wilson of Baltimore County in the full and just sum of five hundred and sixty two pounds two shillings and six pence Maryland Money to be paid to the said Isaac Wilson his Certain attorney, executors, admininistrators or assigns, To which payment well and truly to be made and done, I bind myself my heirs, executors, and administrators firmly by these presents sealed with my seal, and dated this twenty seventh day of January seventeen hundred and ninety five. The Condition of the above obligation is such that if the above bound Sarah Smith her certain attorney, executors, administrators or assigns, do and shall well and truly pay or Cause to be paid unto the said Isaac Wilson his certain attorney, executors Administrators or assigns, the just and full sum of two hundred and thirty nine pounds three shillings and three pence Maryland Money as aforesaid, at or upon the first day of August next, ensuing the date hereof without fraud or further delay. Then the above obligation to be void, else to remain in full force and virtue in Law. which being read and heard she the said Sarah saith that the said Isaac ought not to have or maintain his action aforesaid against her the said Sarah because she saith that after the making the said obligation, and before the day of exhibiting the original writ of the said Isaac that is to say on the first day of August she the said Sarah paid to the said Isaac the said sum of two hundred and thirty nine pounds three shillings and three pence Maryland currency together with all Interest then due thereon and this she is ready to verify wherefore she prays Judgment.

And the said Isaac Wilson says that he by any thing by the aforesaid Sarah Smith above in pleading alledged from having or maintaining his his action aforesaid against her ought not to be precluded because he saith that the aforesaid Sarah Smith hath not paid unto him the said Isaac,