plea aforesaid, and to him it is granted, the same day is given to the aforesaid Daniel Carroll also.

At which said second Tuesday of October being the tenth day of the same month, in the year of our Lord one thousand seven hundred and ninety seven, to which said day the said Thomas Johnson had leave to imparle, and then to answer to the declaration aforesaid of the aforesaid Daniel Carroll in the plea aforesaid, come again into the General Court here, as well the aforesaid Daniel Carroll by his attorney aforesaid, as the said Thomas Johnson by his attorney aforesaid: And the said Thomas Johnson by his attorney aforesaid as before defends the force and injury when and so forth, and prays an hearing of the writing obligatory aforesaid and it is read unto him he prays also an hearing of the condition of the same writing, and it is read unto him in the words following to wit. The Condition of the above obligation is such that if the above bound Thomas Johnson his executors or administrators do and shall well and truly pay or cause to be paid to the said Daniel Carroll his executors administrators or assigns the sum of two thousand pounds current money at or upon the fifth day of June 1795 with legal interest on the same payable and to be paid on the fifth day of June yearly as the same grows due then the above obligation to be void, else of full force: Which being read and heard the said Thomas saith that the aforesaid Daniel his action aforesaid thereof against him to have or maintain ought not; because he says that he the said Thomas paid to the aforesaid Daniel the aforesaid sum of two thousand pounds current money with legal interest on the same on the fifth day of June yearly in the condition aforesaid above specified in and upon the aforesaid fifth day of June seventeen hundred and ninety five at Frederick County aforesaid which in and upon that day he ought to have paid according to the form and effect of that condition and this he is ready to verify; wherefore he prays judgment if the aforesaid Daniel his action aforesaid thereof against him to have or maintain ought and so forth.

And the aforesaid Daniel Carroll by his attorney aforesaid saith, that he by any thing by the said Thomas Johnson above in pleading

pleading alleged from having or maintaining his action aforesaid against him ought not to be precluded, because he saith, that the said Thomas Johnson did not pay to him the aforesaid Daniel Carroll the aforesaid sum of two thousand pounds current money with legal interest on the same on the fifth day of June yearly in the condition aforesaid above specified in and upon the aforesaid fifth day of June seventeen hundred and ninety five at Frederick County aforesaid which in and upon that day he ought to have paid, according to the form and effect of that Condition in such manner and form as the said Thomas Johnson above by pleading hath alleged, and of this he prays may be enquired of by the country, and the said Thomas Johnson in like manner and so forth. Therefore let a Jury thereon appear before the court here, on the second Tuesday of May next, by whom and so forth, and who neither and so forth, to recognize and so forth, because as well and so forth, the same day is given to the said parties then and there and so forth.

And now at this day to wit, the said second Tuesday of May being the eighth day of the same month, in the year of our Lord one thousand seven hundred and ninety eight, come again into the General Court here as well the aforesaid Daniel Carroll by his attorney aforesaid as the said Thomas Johnson: Wherefore it is suggested to the Court here that after the last continuance in this cause, and before this term, the aforesaid James Cook counsel for the said Thomas Johnson died, and this is not denied: Thereupon on the motion of the aforesaid Daniel Carroll by his attorney aforesaid It is ruled by the court here that the said Thomas Johnson employ new Counsel to the action in the plea aforesaid, in the room of his former counsel deceased, by the twenty first day of this instant May or judgment will be given against him in default thereof: And a service of the rule aforesaid being made to the court here; Thereupon the said Thomas Johnson by William Branch his attorney relinquishing the averment aforesaid, above by him pretended, says, that he cannot deny the action aforesaid of the aforesaid Daniel Carroll so as aforesaid against him brought, nor but that he owes to the aforesaid Daniel Carroll the aforesaid sum of four thousand pounds current money of Maryland in manner and form aforesaid so as the aforesaid Daniel Carroll above against him hath declared.

Thereupon it is considered by the court here, that the aforesaid Daniel Carroll recover against the said Thomas Johnson as well the

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