said Joseph Wilkinson in the plea aforesaid: and to him it is granted, the same day is given to the said Joseph Wilkinson 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 Charles Williamson had leave to imparle and then to answer, come again into the General Court here as well the said Joseph Wilkinson by his Attorney aforesaid as the said Charles Williamson by his Attorney aforesaid; and the said Charles Williamson 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 the Condition thereof and they are read to him in these words following to wit.

Know all Men by these presents that we Charles Williamson, Frisby Freeland & Peregrine Freeland of Calvert County are held and firmly bound unto Joseph Wilkinson (as Trustee for the Creditors of Lock Chew) of the County aforesaid in the full and just sum of One thousand four hundred and fifty five pounds current Money to be paid to the said Joseph Wilkinson (as Trustee aforesaid) his certain Attorney Executors Administrators or assigns, to the which payment well and truly to be made and done we bind ourselves our Heirs Executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this Twenty eighth day of July one thousand seven hundred and ninety four. The Condition of the above Obligation is such that if the above bound Charles Williamson do and shall well and truly pay or cause to be paid to the said Joseph Wilkinson (as Trustee aforesaid) Heirs, Executors, Administrators or assigns the full and just sum of seven hundred and twenty seven pounds ten shillings current Money on or before the first day of August seventeen hundred and ninety six with legal interest for the same then the above Obligation to be void else to remain in full force and virtue in Law.

£727..10..0 Charles Williamson. (LS)

Signed Sealed and Delivered in the presence of Thomas Jones. — Frisby Freeland (LS) Peregrine Freeland (LS)

which being read and heard the said Charles says that the aforesaid Joseph his Action aforesaid thereof against him to have or maintain ought not because he says that he the

(said)

said Charles paid to him the aforesaid Joseph after the said first day of August mentioned in the Condition to wit, on the first day of October seventeen hundred and ninety six the sum of Money in the Condition aforesaid above specified with all legal interest then due according to the form of the Statute in such case made and provided, and this he is ready to verify wherefore he prays judgment if the said Joseph his Action aforesaid thereof against him to have or maintain ought and so forth. And the said Joseph Wilkinson by his Attorney aforesaid saith that he by any thing by the said Charles Williamson above in pleading alleged ought not to be precluded from having or maintaining his Action aforesaid against him because he saith that the said Charles Williamson did not pay to him the said Joseph Wilkinson after the said first day of August mentioned in the Condition to wit on the first day of October seventeen hundred and ninety six the said sum of Money in the Condition aforesaid above specified with all legal interest then due, according to the form of the Statute in such case made and provided, in manner and form as the said Charles Williamson, above by pleading hath alleged, and this he prays may be enquired of by the Country: And the said Charles Williamson 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 parties aforesaid 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 said Joseph Wilkinson by his Attorney aforesaid, as the said Charles Williamson by his Attorney aforesaid; Thereupon the said Charles Williamson by his Attorney aforesaid relinquisheth the averment aforesaid above by him pretended and saith that he cannot deny the Action aforesaid of the said Joseph Wilkinson so as aforesaid against him brought, nor but that he owes to the said Joseph Wilkinson the said sum of One thousand four hundred and fifty five pounds current Money in manner and form as the said Joseph Wilkinson above against him hath declared; Therefore it is considered by the Court here, that the said Joseph Wilkinson recover against the said Charles Williamson as well the said sum of One thousand four

(hundred)