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 Benoni Hamilton Wade had leave to Imparle and then to answer to the declaration aforesaid of the aforesaid Bryan Hampson in the plea aforesaid, come again into the General Court here as well the aforesaid Bryan Hampson by his Attorney aforesaid, as the said Benoni Hamilton Wade by his Attorney aforesaid; And the said Benoni Hamilton Wade 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 of the condition thereof, which are read unto him in the words following, to wit. "Know all men by these presents, that I Benoni Hamilton Wade of "piscataway, prince Georges County State of Maryland, am held "and firmly bound unto Bryan Hampson of the Town of Alexandria "Fairfax County, State of Virginia, in the sum of Three hundred "and ninety seven pounds, eleven shillings and one penny "Current Money of the State of Virginia, to be paid to the said "Bryan Hampson or to his certain Attorney, Executors, Administrators "or assigns firmly by these presents, Sealed with my Seal, dated "the third day of March, in the year of our Lord one thousand "seven hundred and ninety five. The Condition of the obligation "is such that if the above bounden Benoni Hamilton Wade "his Heirs Executors and Administrators, or any of them shall "and do well and truly pay, or cause to be paid unto the above "mentioned, Bryan Hampson, or to his certain Attorney Executors "Administrators or assigns the just and full sum of One "hundred and ninety eight pounds, fifteen shillings and six "pence half penny Current Money aforesaid, on or before the third "day of December one thousand seven hundred and ninety five "without any fraud or delay then this obligation to be void, or "else to remain in full force and virtue," and the same being read and heard the said Wade saith that the said Hampson his Action aforesaid thereof against him to have or maintain ought not because he says that he paid to the said Hampson one hundred and ninety eight pounds fifteen shillings and six pence half penny in the Condition aforesaid above specified on the third day of December seventeen hundred and ninety five, which in and upon that day he ought to have paid according to the condition aforesaid and this he is ready to verify,

(wherefore)

wherefore he pray Judgment if the said Hampson his Action aforesaid thereof against him to have or maintain ought and so forth.

And the aforesaid Bryan Hampson by his Attorney aforesaid saith, that he by any thing by the said Benoni Hamilton Wade above in pleading alledged from having or maintaining his Action aforesaid against him ought not to be precluded because he saith, that the said Benoni Hamilton Wade, did not pay unto him the aforesaid Bryan Hampson the said One hundred and ninety eight pounds fifteen shillings and six pence half penny in the Condition aforesaid above specified on the third day of December seventeen hundred and ninety five, which in and upon that day he ought to have paid according to the condition aforesaid, in such manner and form as the said Benoni Hamilton Wade above by pleading hath alledged, and of this he prays may be enquired of by the Country, and the said Benoni Hamilton Wade 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 Bryan Hampson by his Attorney aforesaid, as the said Benoni Hamilton Wade by his Attorney aforesaid, And the said Benoni Hamilton Wade by his Attorney aforesaid relinquishing the averment aforesaid, above by him pretended says, that he cannot deny the Action aforesaid of the aforesaid Bryan Hampson so as aforesaid against him brought, nor but that he owes to the aforesaid Bryan Hampson the aforesaid sum of Four hundred and ninety six pounds eighteen shillings and ten pence one farthing Current Money of Maryland in manner and form aforesaid so as the aforesaid Bryan Hampson above against him hath declared. Therefore it is considered by the Court here, that the aforesaid Bryan Hampson recover against the said Benoni Hamilton Wade as well the sum of Four hundred and ninety six pounds eighteen shillings and ten pence one farthing Current Money of Maryland his debt aforesaid in form aforesaid confessed, as the quantity of eight hundred and fifty one pounds of Tobacco by the Court here unto the aforesaid Bryan Hampson on his assent adjudged as well for his damages sustained by reason of the detention of that debt, as for his costs and

(charges)