Aza Beall use of Samuel Selby 3d and William W. Hoye
Plaintiff against Robert Brooke Beall Defendant.
You Thomas B. Beall and Townsend W. Hunt do jointly and
Severally acknowledge yourselves special bail for the said Robert
Brooke Beall at the suit of the said Aza Beall use of Samuel
Selby 3d and William W. Hoye in an Action of Debt brought by the
said Aza Beall use of Samuel Selby 3d and William W. Hoye
against the said Robert Brooke Beall in the General Court
the acknowledge themselves to be content therewith this 31st day of
October one Thousand seven hundred and ninety seven.

Before John L. Summers Clemelick Swearingin

To the Honourable the Judges of the General Court. B. William
Wallace Esquire attorney for Defendant.

And the said Robert B. Beall by his attorney aforesaid defends
the force and injury when and so forth and prays leave of the
Court here to imparle untill the second Tuesday of May next, and
to him it is granted the same day is given to the said Aza Beall also.

At which 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 to which said day the said Robert B. Beall had
leave to Imparle, Come again into the General Court here as well
the said Aza Beall by William Cranch his attorney as the said
Robert B. Beall by his attorney aforesaid, and Thereupon on motion
of the said Aza Beall by his Attorney aforesaid, it is ruled by the Court
here that the said Robert B. Beall answer to the Declaration aforesaid
of the said Aza Beall in the plea aforesaid or Judgment by the Court
here that the said Robert B. Beall answer to the Declaration
aforesaid of the said Aza Beall in the plea aforesaid or Judgment by
the Court here will be rendered against him in default hereof; and
the said Robert B. Beall by his Attorney aforesaid as before defends the
force and injury when and so forth, and prays leave of the Court
here to imparle untill the second Tuesday of October next, and then
to answer to the Declaration aforesaid of the said Aza Beall in
the plea aforesaid; and to him it is granted, the same day is given
to the said Aza Beall also.

At which said second Tuesday of October being the ninth day of the
same month in the year of our Lord one thousand seven hundred
and ninety eight to which said day the said Robert B. Beall
had leave to imparle and then to answer to the Declaration aforesaid
of the said Aza Beall in the plea aforesaid Come again into the General
(Court)

Court here as well the said Aza Beall by his Attorney aforesaid, as
the said Robert B. Beall by his attorney aforesaid, and the said Robert
B. Beall by his Attorney aforesaid (as before) defends the force and injury
when and so forth, and prays Oyer of the writing obligatory aforesaid
and it is read to him. Know all Men by these presents that we Robert
B. Beall and Samuel B. Beall of Montgomery County and State of
Maryland are held and firmly bound unto Aza Beall of Montgomery
County and State aforesaid in the just and full sum of two hundred
pounds current money of Maryland to the which payment well and
truly to be made and done we bind ourselves and each of our heirs
Executors and administrators jointly & Severally firmly by these presents
sealed with our Seals and dated this fifteenth day of August Anno
Domini one thousand seven hundred and ninety three. he also prays
Oyer of the Condition of the same Writing and it is read to him in these
words to wit. The Condition of the above Obligation is such that if
the above bound Robert B. Beall and Samuel B. Beall their heirs
Executors and administrators do and shall well and truly pay or
Cause to be paid unto Aza Beall his heirs Executors administrators
or assigns the Just and full sum of one hundred pounds on or before
the twentyeth day of August one thousand seven hundred and ninety
seven clear of interest till the day of Payment then then the above
Obligation to be void else to stand Remain in full force and vertue in Law.
which being read and heard the same Robert says that the said Aza
Ought not to have or maintain his action aforesaid thereof against
him because he says that he did pay to the said Aza the said one
hundred pounds on the said twentieth day of August in the year
seventeen hundred and ninety seven which he to the said Aza on
that day ought to have paid according to the form and effect of the
said Condition of the writing obligatory aforesaid to wit at Montgomery
County aforesaid and this he is ready to verify wherefore he prays
Judgment if the said Aza Beall Ought to have or maintain his action
aforesaid against him &c. And the said Aza Beall by his attorney
aforesaid saith that he by any thing by the said Robert B. Beall
above in pleading alleged, ought not to be precluded from having or
maintaining his Action aforesaid against him because he saith that
the said Robert B. Beall hath not paid to him the said Aza
Beall the said sum of money in the Condition aforesaid mentioned
with the Interest thereon in manner and form as the said Robert
B. Beall above by pleading hath alleged, and this he prays may be
enquired of by the Country and the said Robert B. Beall in like
(manner)