recover against the said State of Maryland the Costs and Charges by him sustained about his defence in this behalf since the last continuance of the plea aforesaid: And the Jurors of the Jury whereof mention is above made, not being called, do not come; Therefore as before let a Jury thereon come 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: — Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, with Consent of the said parties by their attorneys aforesaid, and by order of the Court here thereon is further continued until the said second tuesday of May next. — And now at this day towit, the said second tuesday of May in the year of our Lord One thousand eight hundred, come again into the General Court here, as well the said State of Maryland by its Attorneys aforesaid, as the said Benjamin Oden by his attorneys aforesaid: Whereupon, for trying the issue aforesaid, it is ordered by the Court here, that Twenty persons, from the pannel of Petit Jurors returned to the Court here by the several Sheriffs of the different Counties of the Western Shore, be drawn by ballot, according to the Act of Assembly in Such case made and provided; And thereupon the Twenty persons, being so drawn by ballot and written upon two lists, one of which said lists is delivered to the Counsel for the respective parties, and the Counsel for each of the said parties having stricken out four persons from the said lists, thereupon the remaining twelve persons being called, come; that is to say, Thomas Hodgkin, William D. Taylor, Anthony Simmes, Walter Leigh, William Welch, John Watt, Thomas Jones, John Wallace, John E. Ford, Gerard Dennison, James Barton of John & William Clarke Junior, who being impannelled, and Sworn to say the truth in the premises, upon their oath do say, as to the First Issue within joined between the said parties, that the said writing Obligatory is not the Deed of the said Benjamin Oden as by pleading he hath alleged; And as to the issue secondly within joined between the said parties the Jurors aforesaid do further say that the said writing Obligatory is not the Deed of the said Benjamin Oden as by pleading he hath also alleged; And as to the issue thirdly within joined between the said parties, the Jurors aforesaid do further say that the said writing Obligatory is not the Deed of the said Benjamin Oden as by pleading he hath also alleged; And as to the issue Fourthly and lastly within joined between the said parties, the Jurors aforesaid do further say that the said writing Obligatory is not the Deed of the said Benjamin Oden as by pleading he hath also alleged: Therefore it is considered by the Court here, that the said State of Maryland take nothing by the writ aforesaid and that the said Benjamin Oden go thereof without day and so forth. It is further considered by the Court here, that the quantity of Eight hundred and Seventy four pounds, flotsam be adjudged unto the said Benjamin Oden at his request for his Cost and Charges by him sustained about his defence in this behalf; And that the said

Benjamin Oden have thereof his Execution and so forth. — Memorandum. Before the Jurors aforesaid withdrew from the Bar of the Court here, the said State of Maryland by its attorneys aforesaid files in Court here the Bill of Exceptions in form following towit. — The Plaintiff in this cause produced a paper purporting to be a Bond from Benjamin Oden the Defendant to the State of Maryland in the words following: Know all Men by these presents that we Samuel Maynard of Anne Arundel County & Benjamin Oden of Prince Georges County are held and firmly bound unto the State of Maryland in the full and just sum of Seventeen hundred and twenty six pounds eight Shillings and six pence current money to be paid unto the said State of Maryland: To which payment well and truly to be made and done we bind ourselves & each of us, our and each of our Heirs Executors and Administrators, jointly and severally for and in the whole, firmly by these presents, Sealed with our Seals and dated this fourteenth day of September in the year of our Lord One thousand seven hundred and ninety three: Now the Condition of the above Obligation is such that if the above bound Samuel Maynard and Benjamin Oden shall well and truly pay or cause to be paid unto the said State of Maryland the full and just sum of Eight hundred and sixty three pounds four shillings and three pence agreeably to an act entitled an act to appoint an agent for the year One thousand seven hundred and ninety three, passed at November Session Seventeen hundred and ninety two, then the above Obligation to be void and of none effect, else to remain in full force and virtue in Law. Saml Maynard (Seal) Benjamin Oden (Seal) — Signed, Sealed and Delivered in the presence of Thomas Tillard. — The plaintiff then produced Thomas Tillard the Subscribing Witness to the said Bond who deposed that Samuel Maynard & Benjamin Oden the persons named in the said Instrument of writing came to his the Witnesses House and signed sealed and acknowledged the said paper in his presence and that at their request he attested the same, that Joseph Sim was not then present, that Benjamin Oden above named then told the Witness that this Bond was to the State of Maryland but that it was for the use and benefit of Joseph Sim above named. The Plaintiff then offered to prove to the Jury that Joseph Sim above named was indebted to the State of Maryland in a Sum of money that Benjamin Oden above named was indebted to the said Joseph Sim by Bond, that it was agreed that Joseph Sim should give up to Benjamin Oden his Bond which he Sim held that Benjamin Oden should execute his Bond to the State of Maryland for the sum which he owed to the said Sim with a view that he the said Sim should by delivering the same to the State's Agent discharge himself from the Debt which he owed to the State of Maryland. That in consequence of this Agreement the said Benjamin Oden & Samuel Maynard executed the said Instrument of writing above stated, and the said Sim delivered to the said Oden his Bond which before that time he had held. That the