The same day was given to the aforesaid John Young Keene Executor as aforesaid there and so forth —

At which aforesaid second Tuesday of September in the year one thousand seven hundred and eighty five came the parties aforesaid by their Attorney's aforesaid and the aforesaid John Young Keene Executor as aforesaid did Confess Judgment on the plea aforesaid Subject Nevertheless to the opinion of the Court on the following Case to wit —

Robert Brown Assignee of John Bracco against John Young Keene Executor of John Keene — } Debt on Bond for £229-3-2 Sterling of the value of £390 current money of Maryland and so forth — Judgment for Plaintiff Subject to the opinion of the Court on the

the following State of the Case — It is agreed by the Parties in this Cause and by their Council in the Law that the Defendant made and executed the Bond in the Declaration mentioned on the day and at the place as in the said Declaration is mentioned and that the same Bond was duly and legally assigned to Robert Brown the Plaintiff in this Cause — It is further agreed that after the assignment the Defendant in this cause did tender and offer to pay unto the said Robert Brown the Plaintiff in this Cause to wit On the first day of March in the year of our Lord One thousand seven hundred and eighty Continental Bills of Credit emitted by Congress after the Enacting and passing the act entitled "an act to make the Bills of Credit Issued by Congress and the Bills of Credit emitted by Acts of Assembly and Resolves of the late Conventions a legal Tender in all Cases and not in such Bills emitted before that act pass in the two — Emitions that were called out of Circulation a Sum to the amount of the Principal and Interest then due on the said Bond which the Plaintiff in this Cause refused to accept and receive in Satisfaction of the Principal Debt and Interest due on the said Bond — It is also —

agreed by the Parties aforesaid and their Council That if the Court shall be of Opinion that the said Tender was a good and legal Tender then Judgment shall be given for the Defendant But if on the Contrary the Court shall be of Opinion that the said Tender was not a good and legal Tender for the money and Interest due on the said Bond That the Judgment shall stand and be entered and given for the Plaintiff and so forth —

William Hayward for the Plaintiff
Robert Wright for the Defendant

And because the Court there was not advised to give their Judgment of and upon the Premises day was given to the said Parties until the second Tuesday of April then next to hear their Judgment of and upon the Premises aforesaid because the Court there was thereof not yet and so forth —

At which aforesaid second Tuesday of April in the year one thousand seven hundred and eighty six came the Parties aforesaid by their Attorney's But because the Court there was not yet advised to give their Judgment of and upon the Premises further Day was given to the said Parties until the second Tuesday of September then next to hear their Judgment of and upon the Premises aforesaid Because the Court there was thereof not yet and so forth —

And now here to wit the same second Tuesday of September in the year one thousand seven hundred and eighty six cometh the parties aforesaid by their Attorneys aforesaid Whereupon all and Singular the Premises being seen and by the Court here fully understood and mature Deliberation being thereon had — It is considered by the Court here That that the aforesaid Robert Brown do recover against the said John Young Keene Executor as aforesaid as well the Sum of three hundred and ninety pounds current money his Debt aforesaid as also the quantity of eight hundred and sixty nine pounds of Tobacco by the Court here unto him on his assent adjudged for his Costs and Charges by him about his Suit in this behalf laid out and expended to be levied of the goods and chattels, rights and