Be it remembered that the last payment being two hundred pounds is not mentioned in the within Obligation but that the within bound John Gibson agrees to pass his bond agreable to contract when Mr Nicholas Loveday comes up to settle, Witness to the Judgment,

Chas. Gardiner, Test Cpy Sc. James Earle Cl.

and the said Nicholas Loveday by his attorney aforesaid prays that the said John Gibson, might be ruled to file his plea in answer to the declaration aforesaid on or before the second Tuesday in April then next or that Judgment thereof against him might be rendered and it was granted unto him the same day was given to the said Nicholas Loveday therefor.

At which said second Tuesday in April to wit, in the year seventeen hundred and eighty nine come here again the parties aforesaid by their attorneys aforesaid and the said John Gibson by his attorney aforesaid offered his plea in answer to the declaration aforesaid which here in very — And the said John Gibson by William Hayward his attorney comes and defends the force and injury when and forsoeth saith craves Oyer of the said writing Obligatory and it is read to him in these words that is to say —

and he likewise craves Oyer of the Condition of the said writing Obligatory which is read to him in these words, —

and he likewise craves Oyer of the Indorsement on the said Obligatory writing made and signed by the said Nicholas Loveday at the time of making the said writing Obligatory and they are read unto him in these words following that is to say — which being read and heard the said John Gibson saith that the said Nicholas Loveday ought to have or maintain his said action thereof against the said John Gibson because he saith that after the making of the said writing Obligatory aforesaid and after the said penal times and days in the said Condition mentioned and before the day of the impetration of the original writ of the said Nicholas Loveday in this Cause that is to say on the day of in the year of our Lord One thousand seven hundred and at Talbot County aforesaid he the said John Gibson paid to him the said Nicholas Loveday the said Sum of four hundred and ninety two pounds Specie Current money in the said Condition mentioned and this the said John is ready to verify wherefore he prays Judgment if the said Nicholas ought to have or

maintain his said action thereof against him the said John &c. Wm Hayward for Deft.

And the same Nicholas Loveday says that he by any thing by the said John Gibson above in pleading alledged ought not to be precluded from having and maintaining his said action thereupon against him the same John, because he says that the said John did not pay to him the same Nicholas, in the day of in the year of our Lord seventeen hundred and at Talbot County aforesaid, or at any other time, or at any other place, the said Sum of four hundred and ninety two pounds, or any part thereof, in the said Condition mentioned, in manner and form as the said John has above in pleading alleged, and this he prays may be inquired of by the Country, — Whereupon this Cause standing ready for trial; further process of and upon the premises aforesaid between the parties aforesaid by Consent of the said parties and their attorneys aforesaid and by order of the Court here thereon was Continued until the second Tuesday of September then next following; And now here in this day to wit the second Tuesday in September in the year seventeen hundred and Eighty nine, come here again the parties aforesaid by their attorneys aforesaid and the said John Gibson by his attorney &c. relinquishing the argument above by him pretended saith that he cannot deny but that the writing obligatory aforesaid is the Deed of him the same John Gibson nor that he owes the aforesaid Sum of nine hundred and eighty four pounds Current money in manner and form as the said Nicholas Loveday above against him hath complained, Therefore it is considered by the Court here that the said Nicholas Loveday do recover against the said John Gibson his debt aforesaid in form aforesaid above against him hath complained as also the quantity of Eight hundred and forty one pounds of Tobacco for his costs and charges by him about his suit in that behalf laid out and expended unto him the aforesaid Nicholas Loveday by the Court here adjudged &c. and the aforesaid John Gibson in mercy &c.

James Earle. Clk.

Judgment was entered in this action on the twenty ninth day of September in the year seventeen hundred and Eighty nine, for penalty and costs. The plaintiff releases the penalty on payment of such sum of money as shall be ascertained by Samuel Sharpe, Howes Goldsborough and John Roberts, or any two of them, after taking into consideration the Claims of the plaintiff, founded upon the Bond exhibited in this Cause and upon the account exhibited in this other action upon the Docket and the several payments made by the Defendant so as to Consolidate both actions into one Case

Nt Hammond prot. Pltff

Wm Hayward