ensuing the date hereof, with legal Interest thereon as witness our hands and seals this sixth February 1786.. Which being read and heard the same John says that he ought not to be charged with the Debt aforesaid by virtue of the Bill obligatory aforesaid, because he says that after the third day of October, in the year of our Lord seventeen hundred and four, to wit, on the day of in the year of our Lord seventeen hundred and at Somerset County aforesaid, the same John being indebted to him the same George in the sum of current money of Maryland, by and upon two absolute Judgments rendered at the suit of the same George against the said John in the County Court of Somerset aforesaid, it was then and there corruptly agreed between the said George and the same John that the same George should forbear to sue out Executions against him the said John upon the said Judgments so rendered for the sum of money aforesaid until the day of in the year of our Lord seventeen hundred and and lend the same sum of money and gave a day of payment thereof to him the said John from the day of untill that day; and that the said for the loan forbearance and giving day of payment thereof for the time aforesaid, and for the use and benefit of the said sum of money for the time aforesaid, to wit, from the day of in the year of our Lord seventeen hundred and until the day of in the year of our Lord seventeen hundred and aforesaid, should pay to him the said George the sum of forty five pounds eighteen shillings Specie current money of Maryland also upon the tenth day of April next ensuing the date of the same Bill obligatory, with legal Interest thereon from the date of the same Bill obligatory, and that the same John should become bound to him the same George (together with some other person being a good and sufficient security for the payment of the last mentioned sum of money and Interest) in a certain Bill obligatory as a security to the said George for the payment of the said last mentioned sum of money and the Interest thereon according to the form and effect of the corrupt Agreement



aforesaid, did forbear to sue out Executions against him the same John upon the said Judgments until the said day of in the year of our Lord seventeen hundred and and did lend the said sum of and give a day of payment to him the said John of the said sum of from the said day of in the year of our Lord seventeen hundred and and the said John had the loan, use and benefit of the said sum of for and during that time, that is to say, the time of forbearance and giving day of payment aforesaid, to wit, at the County aforesaid; and the said Bill obligatory, in the said Declaration above mentioned, was, on the sixth day of January in the year of our Lord seventeen hundred and eighty six, at the County aforesaid, by the same John and the same William in the said Bill mentioned (for security as aforesaid) sealed and delivered to the said George as the Deed of the same John and William, as a security for the payment of the said sum of forty five pounds eighteen shillings and the Interest thereon, according to the form and effect of the corrupt Agreement aforesaid; which said said sum of forty five pounds eighteen shillings, and Interest for the loan, use, forbearance & giving day of payment aforesaid of the said sum of for the time of forbearance and giving day of payment aforesaid, exceeds the rate of six pounds for the forbearance of one hundred pounds for one year, contrary to the Act of Assembly in such case made and provided, whereby the Bill obligatory aforesaid in the same Declaration above mentioned, by force and virtue of the said Act of Assembly in such case made and provided is void in Law; and this the said John is ready to verify; wherefore he prays Judgment if the same John by virtue of the Bill obligatory aforesaid, ought to be charged with the Debt aforesaid &c. Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties & their Attorneys aforesaid, and by order of the Court here, thereon was further continued until the second Tuesday of April then next following.