of this Obligation is such that if the above bounden Lambert Hyland his Heirs Executors, Administrators or assigns do well and truly pay or cause to be paid unto the above named Allen Quynn his Heirs, Executors, Administrators or assigns the full sum of One hundred and ten pounds of good and lawful money of Maryland in twelve months without Interest without fraud or further delay, then this Obligation to be void and of none effect, or else to remain in full force and virtue. —

Sealed and delivered in the presence of . . . . } Lambert Hyland (Seal)

Stephen West. Stephen West Junr.

A copy of the aforegoing Declaration and Bond were sent with the writ in the plea aforesaid.

At which said second Tuesday of April Anno Domini, One thousand seven hundred and ninety two, being the day of the return of the aforegoing writ came the said Allen Quynn by his Attorney afore^{d}, and the Sheriff of Somerset County, to whom the same writ was directed, likewise came and made return thereof to the Court here thus endorsed, towit: "Cepi — George Robertson Sheriff." —

And the said Lambert Hyland by Benjamin Dashiell his attorney came here into Court: Thereupon the said Lambert Hyland at the prayer of the said Allen Quynn by his Attorney aforesaid, was ruled by the Court here to give special-Bail in in the plea aforesaid: whereupon the said Lambert Hyland filed in Court here the following Bail-Piece, towit:

Allen Quynn against Lambert Hyland } you Robert Leatherbury and Thomas Woolford do jointly and severally acknowledge yourselves Special Bail for the said Lambert Hyland at the Suit of Allen Quynn in an action of debt brought by the said Allen Quynn against the said Lambert Hyland in the General Court — They acknowledge themselves to be content therewith. — before

To the honorable Judges of the General Court. Henry Jackson. L. Woolford

Impowered to Benjamin Dashiell.

Thereupon 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 next following. —

At which said second Tuesday of September came again the parties aforesaid by their Attorneys aforesaid, and the said Lambert Hyland by his Attorney aforesaid defends the force and injury when and so forth: and says that the said Allen his action aforesaid against him the said Lambert to have and maintain ought not because he saith that he the said Lambert paid to him the said Allen the sum of money mentioned in the Condition of the said writing obligatory with legal Interest thereon according to the form and effect of the same writing Obligatory to, wit, at Somerset County aforesaid and this he is ready to verify. — Wherefore he prays Judgment if the said Allen his action aforesaid against him to have and maintain ought and so forth: and the said Allen by his Attorney aforesaid, saith that he by any thing by the said Lambert alledged from having and maintaining his action aforesaid thereof against him ought not to be precluded because he saith that the aforesaid Lambert did not pay to him the said Allen the sum mentioned in the said Condition of the said writing obligatory, with the legal Interest for the same on the day, which the aforesaid Lambert to the said Allen on that day ought to have paid according to the force form and effect of the said Condition as the said Lambert above hath alledged and this he prays may be enquired of by the Country, and the said Lambert in like manner p^{t}.: Thereupon 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 April next following. —

And now here at this day, towit, the said second Tuesday of April Anno Domini, One thousand seven hundred and ninety three, comes again as well the said Allen Quynn by his Attorney aforesaid, as the said Lambert Hyland by his Attorney aforesaid: nevertheless the said Lambert Hyland by his Attorney

(afo:)