On the back of the aforegoing Writing Obligatory is the following endorsement to wit — On the 13th day of December 1796. Personally appeared Abraham Millan Administrator of Rebecca Millan and made Oath on the Holy Evangels that to the knowledge of the said Abraham Millan, nor by any Book, writing, account or other thing appearing to such Administrator, the said Rebecca in her lifetime did not receive any part or parcel of the within Debt more than the sum of eighteen pounds nine shillings and one penny, which appears by an account of the said John Cox against the said Rebecca whilst she was Rebecca Little, and likewise that the said Abraham Millan hath not received any part of the within Debt, or any thing else towards satisfaction thereof, more than he hereby gives an account of — Sworn before — David Herr — Thereupon it was rule by the Court, at the prayer of the said Abraham Millan by his Attorney aforesaid, that the said John Cox, answer to the Declaration aforesaid plain the said Abraham in the plea aforesaid: And the said John Cox by his Attorney aforesaid further defends the force and injury when &c and prayed leave of the Court to imparle until the next Term, which he has it, the same day was given to the said Abraham Millan there &c. — At which said next Term, to wit, the second Thursday of April in the year of our Lord one thousand seven hundred and ninety five, came again into Court the parties aforesaid by their Attorneys aforesaid, and the said John Cox by his attorneys aforesaid further defended the force and injury when &c, and craves over of the said writing Obligatory and to him it is read in these words following { } He also craves over of the Condition of the same writing Obligatory, and to him it is read in the following words — { } which being read and heard the said John Cox, Executor of John, saith, that the said Abraham Millan, Administrator of Rebecca, his action ought not against him the said John to have or maintain ought not, because he saith that the said John Cox, deceased, in his lifetime, after the making of the said writing Obligatory, and before the day of suing out the Original Writ of him the said Abraham, gave to the said Rebecca in her lifetime, the said sum of one thousand pounds Current money of Maryland, in the Condition of the said writing Obligatory mentioned, with all legal Interest due thereon, according to the form and effect of the said Condition; and this he the said John is ready to verify — Wherefore he prays Judgment if the said Abraham his action thereupon against him the said John to have or maintain ought and so forth — And the said John Cox, Executor as aforesaid with leave of the Court according to the form of the Statute in such case made and provide further comes and defends the wrong and injury when and so forth, and craves over of the writing Obligatory mentioned in the Declaration and of the Condition thereof and he hath them in these words, to wit — Recog &c — Which being read and heard the said John Cox saith, that the said Abraham Millan his action aforesaid thereof against him to have or maintain ought not,

because he saith, that by a certain Act of Assembly made and passed at a Session of Assembly, begun and held at the City of Annapolis, in the County of Ann-Arundel, the twenty sixth day of April, and ended the third day of June in the year seventeen hundred and fifteen, entitled An Act for limitation of certain actions, for avoiding suits at Law, it was among other things enacted that no Bond or Specialty whatsoever should be good and pleadable, or admitted in Evidence against any person or persons of this province after the Principal Debtor and Creditor have been both dead twelve years, or the Debt, or thing in Action above twelve years standing, as in the same Act of Assembly, still in force and unrepealed among other things more fully is contained: And the said John Cox in fact saith, that the Writ original of him the said Abraham Millan in this cause was first issued against him the the said John Cox on the sixteenth day of August in the year one thousand seven hundred and ninety three and not before, and that the Debt, or sum of one thousand pounds Current money of Maryland, mentioned in the Condition of the said Writing Obligatory hath been above twelve years standing, before the issuing of the Writ original of the said Abraham Millan in this cause, to wit, at Cecil County in the State of Maryland, and this the said John Cox is ready to verify — wherefore he prays Judgment if the said Abraham Millan his actional aforesaid, thereof against him to have or maintain ought and so forth. — And the said John Cox with leave of the Court, according to the form of the Statute in such case made and provide further comes and defends the force and injury when and so forth, and craves an Oyer of the writing Obligatory aforesaid and the Condition thereof, and he hath them in these words, to wit — { } He likewise craves an Oyer of the Original Writ of the said Abraham Millan impetrator in this cause and it is read to him as followeth — { } which being read and heard, the said John Cox saith, that the said Abraham Millan his action and thereof against him the said John to have or maintain ought not because he saith, that by a certain Act of Assembly made and passed at a Session of Assembly begun & held at the City of Annapolis, in the County of Ann-Arundel, the twenty sixth day of April and ended the third day of June in the year of our Lord one thousand seven hundred and fifteen, it was among other things enacted, that no Bill, Bond, Judgment, Recognizance, Statute Merchant or of the Staple, or other specialty whatsoever shall be good and pleadable or admitted in Evidence against any person or persons in this province, after the principal Debtor and Creditor have been both dead twelve years, or the Debt, or thing in action above twelve years standing, as by the said Act, still in force and unrepealed, more fully appears: And the said John Cox in fact saith, that the said Abraham Millan did sue forth his Writ Original in this cause on the sixteenth day of August in the year one thousand seven hundred and ninety three and not before, and that the Debt secured to be paid by the said writing Obligatory and in the Condition thereof mentioned hath been due and was standing twelve years and more before the issuing of the said Writ original of the said