And the said Sarah Hammond Exx aforesd by Stephen Bradley her Attorney comes and Defends the force & injury when &c and prays leave to imparle thereunto until next Court and he hath it and the same Day is given to the Plaintiff also. At which said next Court to wit the 16th Day of April Anno Domi 1753 came again the said Parties Plaintiff and Defendant by their Attorneys aforesd and the said Defendant by her said Attorney prays further leave to imparle thereunto until next Court and she hath it and the same Day is given to the Plaintiff also. At which said next Court to wit the 11th Day of September Anno Domi 1753 came again the said Parties Plaintiff and Defendant by their Attorneys aforesd and the said Defendant by her said Attorney prays further leave to imparle thereunto until next Court and she hath it & the same Day is given to the Plaintiff also. At which said next Court to wit the 21st Day of May Anno Domi 1754 came again the said Parties Plaintiff and Defendant by their Attorneys aforesd and the said Defendant by her said Attorney prays further leave to imparle thereunto until next Court and she hath it and the same Day is given to the Plaintiff also. At which said next Court to wit the 16th Day of October Anno Domi 1754 came again as well the said John Stewart and James Armour by their Attorney aforesd as the said Sarah Hammond Executrix aforesd by her Attorney aforesd and the said Sarah Hammond by her said Attorney as before defends the force and injury when &c. And says that the aforesd William Hammond in his life time did not Assume upon himself in manner and forme the aforesd John Stewart and James Armour above against her have Complained and of this she puts herself upon the Country and the aforesd John Stewart and James Armour in like manner and so forth. And the aforesd Sarah with leave of the Court here according to the form of the Statute in such case lately made and provided further Defends the force and injury when and so forth and says that the aforesd John and James their Action aforesd thereof against her the said Sarah ought not to have or maintain ought not because she says that the aforesd William in his life time to wit on the twelfth Day of March in the Year of our Lord seventeen hundred and forty six at Baltimore County aforesd by his certain writing obligatory with the seal of him the said William sealed acknowledged himself to be held and firmly bound unto a certain Richard Moale by the name of Richard Moale of Baltimore County Orphan of John Moale then late Deceased in the sum of One Hundred sixty and two Pounds thirteen Shillings and five Pence Sterling and nine hundred and fifty eight Pounds two Shillings and two Pence Current Money to be paid unto the said Richard Moale when afterwards he should be thereunto required and afterwards to wit on the Day in the Year of our Lord seventeen hundred & fifty at Baltimore County aforesd the aforesd William Hammond did the Debt aforesd by virtue of the writing Obligatory aforesd as aforesd due or any part thereof then being unpaid and that the writing Obligatory aforesd was entered into for a just and true Debt to him the said Richard Moale truly and really due and still is in full force & effect not cancelled nor by payment of any part thereof satisfied and the aforesd Sarah further saith that the aforesd William in his life time to wit on the sixteenth Day of October in the Year seventeen hundred and fifty at Baltimore County aforesd made and with his proper subscribed his sealed Bill of Exchange in writing bearing date the Day and Year last aforesd according to the usage & custom of Merchants in Great Britain and this Province time out of mind used and approved & the same Bill directed to a certain William Perkins Merchant in London and by the same Bill the said William Hammond requested the said William Perkins at thirty Days sight of that his sound of Exchange his first not third of the same Tenor and Date paid to pay unto a certain Charles Crozall by the Name of Mr Charles Crozall or his order the sum of ninetern Pounds six shillings and two Pence Sterling for Value received of him and to place the same to the Account of him the said William Hammond which said Bill so as aforesd made subscribed & directed was by the order & for the use of him the said Charles Crozall after the making thereof to wit on the twenty fourth Day of July seventeen hundred & fifty one at London aforesd exhibited & shewn unto the said William Perkins and the said William Perkins was then and there by the order aforesd according to the usage and Custom of Merchants aforesd requested to pay the same Bill to the order & for the use of him the said Charles Crozall But the said William Perkins then and there refused & always hitherto hath refused to pay the said Bill or the Contents or any part thereof to the order & for the use aforesd By reason whereof the said Bill of Exchange afterwards to wit on the Day &

(Year)

Year last aforesd at London aforesd according to the usage and Custom of Merchants aforesd (the aforesd William Perkins having before that time had Thirty Days sight thereof to wit from the twenty first Day of June Seventeen hundred and fifty one then last past at London aforesd and the first and third Bills of the same Tenor and Date being unpaid) was protested and was afterwards within four years from the date of the said Bill to wit on the twenty fifth Day of October in the year seventeen hundred and fifty two returned into this Province to wit at Baltimore County aforesd of all which Premisses the aforesd William Hammond in his life time afterwards to wit on the Day and Year last aforesd at Baltimore County aforesd had Notice By reason of which Premisses the said William Hammond in his life time according to the usage and custom of Merchants aforesd in that behalf time out of mind used and approved became liable for and Chargeable to pay unto him the said Charles Crozall the aforesd sum of Money in the said Bill of Exchange mentioned together with all Lawfull Cost Damage and Interest by the said Charles Crozall suffered and sustained by reason of the nonpayment of the said Bill of Exchange or the Contents thereof and Protest as aforesd and being so therewith Chargeable the aforesd William Hammond in his life time afterwards to wit on the Day and Year last aforesd at the County aforesd upon himself assumed and to the said Charles Crozall then and there faithfully promised that he the said William Hammond the aforesd sum of Money in the said Bill of Exchange mentioned together with all Lawfull Cost Damage and Interest by the said Charles Crozall suffered and sustained by reason of the Nonpayment of the said Bill of Exchange or the Contents thereof and Protest as aforesd to him the said Charles Crozall when afterwards he should be thereunto required would well and truly Content & pay which said Bill of Exchange together with the Lawful Cost Damage and Interest thereon were by the said William Hammond at the time of his Death unsatisfyed And the aforesd Sarah says that she since the Death of him the said William Hammond and since the Impetration of the Original Writ of them the said John Stewart and James Armour to wit on the Eighteenth Day of June seventeen hundred and fifty three at Baltimore County aforesd did pay to the said Charles Crozall the aforesd Sum of ninetern Pounds six shillings and two Pence Sterling in the said Bill of Exchange mentioned and the further Sum of three Pounds seventeen shillings and three Pence Sterling being the Lawfull Cost Damage and Interest by him the said Charles suffered and sustained by Occasion of the nonpayment of the said Bill of Exchange according to the Promise and Assumption of him the said William Hammond so as aforesd in his life time made and the aforesd Sarah further saith that the aforesd William Hammond in his life time to wit on the twenty second Day of October seventeen hundred and fifty one at Baltimore County aforesd according to the usage and Custom of Merchants in Great Britain & this Province time out of mind used and approved make and with his proper Hand subscribed his certain first Bill of Exchange in writing bearing date the Day and Year last aforesd & the same Bill directed to a certain Mrs Stewart & Company Merchants in London and by the same Bill the said William Hammond requested the said John Stewart and Company at thirty Days sight of that his first of Exchange his second nor third of the same Tenor and Date paid to pay unto a certain Charles Crozall by the Name of Mr Charles Crozall or his order the sum of Eight Pounds ninetern Shillings and five Pence Sterling for Value received and to place the same to the Account of him the said William Hammond which said Bill so as last aforesd made subscribed and directed was by the order & for the use of him the said Charles Crozall after the making thereof to wit on the twenty fifth Day of February seventeen hundred & fifty two at London aforesd exhibited & shewn unto them the said John Stewart and Company and the said John Stewart and Company were then and there by the order aforesd according to the usage and Custom of Merchants requested to pay the same Bill to the order & for the use of him the said Charles Crozall but the said John Stewart & Company then and there refused & always hitherto have refused to pay the said Bill or the Contents or any part thereof to the order and for the use aforesd By reason whereof the last aforesd Bill of Exchange afterwards to wit on the Day & Year last aforesd at

(London)