required: Nevertheless the said Cephas Shekell altho often thereto required at the County aforesaid, to wit, the day and year aforesaid and often afterwards the aforesaid sum of One hundred and forty two pounds fourteen shillings Current Money or any part thereof hitherto hath not paid, but the same to pay hitherto hath refused and still doth refuse; whereupon the said Benjamin Oden saith damage to the value of three hundred pounds Current Money; and brings suit and so forth.

Edward Nicholls for Pltff. Pledges and so forth } John Doe and Richard Roe.

The Bill obligatory whereof mention is above made ensues in the following words, to wit; —— I Promise to pay to Benjamin Oden or order on demand the just and full sum of One hundred and forty two pounds fourteen shillings Current Money with legal Interest thereon from the Tenth day of December last, for value Received, Witness my hand and seal this the Twelvth day of May seventeen hundred and ninety one. Cephas Shekell (Seal)

Test.

At which said second Tuesday in May being the fourteenth day of the same month in the year of our Lord One thousand seven hundred and ninety three and the day of the return of the aforegoing writ, comes into the General Court here the aforesaid Benjamin Oden by his attorney aforesaid, and the Sheriff of Ann Arundel County to wit William Goldsmith Gentleman to whom the said aforegoing writ was in form aforesaid directed likewise comes and makes return thereof to the Court here thus indorsed, to wit;

Cepi, Copy left March 21st 1793. William Goldsmith, Shff.

And the aforesaid Cephas Shekell by William Cooke his attorney appears in Court here, and thereupon on motion of the said Benjamin Oden by his attorney aforesaid, It is ruled by the Court here, that the said Cephas Shekell give special Bail to the action aforesaid in the plea aforesaid; — Whereupon a certain John Wilks Pratt of Prince-Georges County present here in Court in his proper person with the consent of the said Benjamin Oden undertakes for the said Cephas Shekell, that in case the said Benjamin Oden shall recover Judgment against the said Cephas Shekell in the plea aforesaid, or that the said Cephas Shekell in the plea aforesaid shall be legally convict therein, that then the said Cephas Shekell shall pay the condemnation of the Court thereon or render his body to the Sheriff of Prince Georges County in satisfaction thereof, or that he the said John Wilks Pratt will do the same for him.

And the said Cephas Shekell by his attorney appears in Court here and thereupon on motion of the aforesaid Benjamin Oden by his attorney aforesaid, It is ruled by the Court here that the aforesaid Cephas Shekell answer to the declaration aforesaid of the aforesaid Benjamin Oden in the plea aforesaid, a Judgment by the Court here will be entered against him in default thereof; and the said Cephas Shekell by his attorney aforesaid defends the force and injury when and so forth, and prays leave of the Court here to imparle until the second Tuesday of October next, and then to answer unto the declaration aforesaid of the aforesaid Benjamin Oden.

Oden in the plea aforesaid, and to him it is granted, the same day is given to the aforesaid Benjamin Oden also.

At which said second Tuesday in October being the eighth day of the same month in the year of our Lord One thousand seven hundred and ninety three, comes again into the General Court here as well the aforesaid Benjamin Oden by his attorney aforesaid as the aforesaid Cephas Shekell by his attorney aforesaid; And the aforesaid Cephas Shekell by his attorney aforesaid as before defends the force and injury when and so forth, and saith that the aforesaid Benjamin Oden his action aforesaid against him to have or maintain ought not because he saith that he the said Cephas Shekell did pay unto the aforesaid Benjamin Oden the said sum of Money in the Condition of the said Writing obligatory mentioned with legal Interest thereon according to the form and effect of the said writing obligatory and this he is ready to verify, wherefore he prays Judgment if the aforesaid Benjamin Oden his action aforesaid against him to have or maintain ought and so forth.

And the aforesaid Benjamin Oden by his attorney aforesaid saith that he by any thing by the said Cephas Shekell above by pleading alledged from having or maintaining his action aforesaid against him ought not to be precluded, because he saith that the said Cephas Shekell did not pay unto him the aforesaid Benjamin Oden the aforesaid sum of Money in the Condition aforesaid mentioned with the Interest thereon in such manner and form as the said Cephas Shekell above by pleading hath alledged and this he prays may be enquired of by the Country, and the said Cephas Shekell in like manner and so forth.

Therefore let a Jury thereon appear before the Court here on the second Tuesday of May next, by whom and so forth, and who neither and so forth, to recognize and so forth because as well and so forth, the same day is given to the said parties then and there and so forth.

And now at this day to wit the said second Tuesday in May being the thirteenth day of the same month in the year of our Lord One thousand seven hundred and ninety four comes again into the General Court here as well the aforesaid Benjamin Oden by his attorney aforesaid, as the said Cephas Shekell by his attorney aforesaid, And the said Cephas Shekell by his attorney aforesaid relinquishing the averment aforesaid above by him pretended says that he cannot deny the action aforesaid of the aforesaid Benjamin Oden in the plea aforesaid so as aforesaid against him brought, nor but that he owes to the aforesaid Benjamin Oden the aforesaid sum of One hundred and forty two pounds fourteen shillings Current Money (na but that the said Benjamin Oden hath sustained damage to the value of one hundred pounds current money) in manner and form aforesaid so as the aforesaid Benjamin Oden above against him hath declared.

Therefore it is considered by the Court here that the aforesaid Benjamin,