

Thomas Bordley when thereto he Should be required Nevertheless the af^d William Rogers altho often required the af^d fourteen hundred and forty Pounds Ster^t to the Same Tho^s Bordley hath not yet Rendered but the Same to him to render hath refused and Still doth refuse Whereupon he Says he is the Worse and has Loss to the Value of One Thousand Pounds Ster^t And thereof he brings the Suit etc. And brings hereinto Court the Writing af^d Which Testifies the Debt af^d in form af^d whose date is the Day and year above Said etc.

Pledges etc. Jn^o Doe and R^d Roe

And the af^d William Rogers by Daniel Dulany his Attorney Comes and Defends the force and Injury When etc. And prays a hearing of the Writeing Obligatory af^d and its read unto him etc. He also prays a hearing of the Condition of the Same Writeing obligatory and it is read unto him in these Words ss. The Condition of the above obligation is Such that if the above bound Thomas Cockey has the day of the Date hereof Delivered to Thomas Bordley Esq^r four Bill of Exchange all of one Tenour and Dated and Dated [sic] the Twenty Seventh day of May Instant Anno Dom Seventeen hundred and Twenty four drawn by Thomas Cockey upon Mr Jonathan Forward Merchant in London payable to Thomas Bordley Esq^r for the Sume of Seven hundred and Twenty Pounds Sterling Now if the Said Bills or any of them be duely Accepted and paid According to the Tenour thereof then this Obligation to be Void and of None Effect or Else to be in full force power and Virtue

Which being read and heard the Said William Rogers by his Attorney af^d prays Leave to Imparle hereunto Untill Next Court and he hath it the Same Day is given to the Plaintiff also

At which Said Next Court To Witt the 19th Day of October Anno Domi Seventeen hundred and Twenty five Comes again as well the Said Thomas Bordley in his proper person af^d as the Said William Rogers by his Attorney af^d And the Said William Rogers by his Said Attorney as before Defends the force and Injury when etc. And Saith that the Said Thomas Bordley his Action af^d Against him to have or mantain Ought not because he Saith that one of the Said Bills of Exchange was duly Accepted and that the Sum of Seven hundred and Twenty Pounds Ster^t [676] therein mentioned was Paid by Jonathan Forward in the Condition of the Same Writeing According to the Tenour of the bills of Exchange af^d To Witt at Ann^l County And this he is ready to Verifie and therefore Prays Judgment if the Said Thomas Bordley his Action af^d to have or Mantain Against him Ought etc.

And the Said Thomas Bordley Saith that by any thing prealleged from haveing his Action he Ought not to be barred because he Saith that the Said Thomas Cockey on the Twenty Seventh Day of May Anno Dom Seventeen hundred and Twenty four at Annarundell County af^d did draw and Deliver unto the Said Thomas Bordley four Bills of Exchange all of one Tenour and