Horatio Sharpe hath rendered or paid but the same to the said Horatio Sharpe to render or pay the said Isaac Brooke in his lifetime and the said Richard Brooke brother and Heir to the said Isaac Brooke since the Death of the said Isaac Brooke hath hitherto altogether refused and the said Richard Brooke brother and Heir at Law to the said Isaac still doth refuse to the Damage of the said Horatio Sharpe in the sum of One hundred Pounds Curr.t money aforesaid and therefore he brings Suit and so forth and bring here into Court the writing Obligatory aforesaid Sealed with the Seal of the aforesaid Isaac Brooke which the Deed aforesaid in form aforesaid Witnesseth the date whereof is the day and year aforesaid

Rodger and so forth — John Doe & W Roe

A Copy of which aforegoing Declaration was made and sent with the Writ in the Plea aforesaid

At which said Second Tuesday of April to wit the twelfth day of the same month Anno Domini 1765 being the day of the return of the aforegoing writ Comes the said Horatio Sharpe by his Attorney aforesaid and the Sheriff of Prince Georges County to whom the same writ was directed likewise Comes and makes return thereof to the Court here that he Indorsed to wit

Cepi G Scott Sheriff

And the aforesaid Richard Brooke by Thomas Johnson Junior his Attorney Comes and Defends the force and Injury when and so forth and prays an hearing of the writing Obligatory aforesaid and he hath it as follows Know all men by these presents that I Isaac Brooke of Frederick County am held and firmly bound unto his Excy Horatio Sharpe Esqr. Gov.r of Maryland in the just and full sum of Five hundred Pounds Curr.t money to be paid unto the said Horatio Sharpe his Certain Attorney Exrs admrs or assigns to which payment well and truly to be made and done I bind myself my Heirs Exrs and admrs firmly by these presents Sealed with my Seal and Dated this 1st day of August Anno Domini 1753, He also prays an hearing of the Condition of the writing Obligatory aforesaid and he hath that as follows

Whereas the said Horatio Sharpe hath appointed the above bound Isaac Brooke to be his Deputy Surveyor of Frederick County by Commissions to him directed bearing date with these presents Now The Condition of the above Obligation is such that if the above bound Isaac Brooke shall and do well and truly to the best of his Skill and knowledge execute the said Trust to in him reposed of Surveyor of the said County in all respects thereunto relating follow the Instructions he hath received from the said Horatio Sharpe or which he shall hereafter receive and

(Likewise

Likewise pay unto him the said Horatio Sharpe his Certain Attorney Exrs admrs & Assigns one third part of what Fees shall accrue from the said Office during his Continuance therein then the above Obligation to be void else to remain in full force and Virtue

Which being read and heard the said Richard Brooke by his Attorney aforesaid prays leave to Imparle hereunto 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 thirteenth day of September Anno Domini 1765 Come again the said Parties Plaintiff and Defendant by their Attorneys aforesaid and the said Defendant by his said Attorney prays further leave to Imparle hereunto 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 tenth day of April Anno Domini 1765 Come again the said Parties Plaintiff and Defendant by their Attorneys aforesaid and the said Defendant by his said Attorney prays further leave to Imparle hereunto 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 eleventh day of September Anno Domini 1765 Come again the said Parties Plaintiff and Defendant by their Attorney aforesaid and the said Defendant by his said Attorney prays further leave to Imparle hereunto 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 ninth day of April Anno Domini 1765 Comes here again as well the said Horatio Sharpe by his Attorney aforesaid as the said Richard Brooke by his Attorney aforesaid And the said Richard by his Attorney aforesaid as before Defends the force and Injury when and so forth and saith that he in his Capacity aforesaid ought not to be Charged with the Deed aforesaid by Virtue of the writing Obligatory aforesaid to him tendered ought not because he saith that that writing is not the Deed of him the said Isaac in his lifetime and of this he puts himself upon the County and so forth And the aforesaid Horatio Sharpe in like manner and so forth

And the said Richard by leave of the Court here according to the form of the Statute in such Case lately made and provided Comes and further Defends the force and Injury when and so forth and saith that he the said Horatio his action aforesaid against him the said Richard to have or maintain ought not because he saith that the aforesaid Isaac in the said Condition mentioned in his lifetime after the Execution of the said Writing Obligatory did well and truly to the best of his Skill and knowledge execute the said Trust to in him

(Reposed,