Writting Obligatory had Granted himself to be held and firmly Bound unto the aforesaid John in the aforesume of Two Hundred pounds to be paid unto the said John when thereof he should be required Nevertheless the aforesaid William although often required the aforesaid Two Hundred pounds Sterl unto the same John yet hath not paid, but that unto him hitherto to pay altogether hath refused and still doth refuse to the Damage of the same John One Hundred and Fifty pounds Sterling and therefore he prayeth Remedy &c And doth bring here into Court the writing Obligatory aforesaid which the Debt aforesaid in Form aforesaid doth testifie the Date whereof is the same day and year last mentioned &c

M Howard. Qd pledges &c John Doe & Rich Roe

And the said William Cumming in his own proper person comes and Defends the force & Injury when & prays a hearing of the writing Obligatory aforesaid and also the condition of the same writing and hath them in Court &c

Know all men by these presents that we William Parks of the City of Annapolis Printer, and William Cumming of the same place Gent are held and firmly Bound unto John Hanbury of the City of London Merchant in the full & just sume of Two Hundred pounds Sterling to be paid unto the said John Hanbury his certain attorney Executors administrators & assignes, To which payment well and truly to be made we bind Our selves and every of us Our & every of Our Heirs Executors & administrators for the whole and in the whole Jointly & Severally firmly by these presents Sealed with Our Seales and Dated this Eleventh day of July anno Dom 1790

The Condition of the above Obligation is such that if the above Bound William Parks or William Cumming do & shall well and truly pay or cause to be paid unto the said John Hanbury his certain attorney, & Executors, administrators & assignes the just sume of One Hundred pounds Sterl in money or good Bills of Exchange at or upon the first day of October which shall be in the year of our Lord One thousand seven Hundred & thirty one with Lawfull Interest from the said time of payment without Fraud or Covin, then the above Obligation to be Void and of none Effect else to be in full force & vertue in Law

Which being read & heard the said Wm Cumming saith that he cannot gainsay the Plaintiffs his action aforesaid so as against him brought nor can he say but that the writing Obligatory aforesaid is his act and Deed and that the Debt therein mentioned is yet due and unsatisfied wherefore the said Plff prays Judgment for his Debt aforesaid together with his Damages Sustained by Occation of detaining the same Debt to him to be adjudged &c

(Therefore)

Therefore it is considered by the Justices here the 16th Day of October anno Dominii 1793 that the said John Hanbury recover against the said William Cumming as well the sume of Two Hundred pounds Sterling the Debt aforesaid for the sume of 541½ pounds of Tobacco by the Court here to the said John of his assent adjudged for his Costs & Damages Sustained by occation of detaining the same Debt and the said William in Mercy &c

Ffs Thos Hesselius Clk

DD Wm Hunt
Pl Francis Holland

Maryland ff. Francis Holland late of Baltemore County Gent Otherwise Lately called Francis Holland of Baltemore County Gent was Summoned to answer unto William Hunt of London Merchant of a Plea that he Render unto him the sume of Two Hundred and Twenty three pounds One shilling Sterling which unto him he Oweth and unjustly Detain &c

And whereupon the same William by Daniel Dulany his att Saith that whereas the said Francis the Twenty third day of July anno Dom seventeen Hundred & Twenty Six at Annapolis in Anundell County aforesaid by his certain Writing Obligatory Granted himself to be held and firmly Bound unto the said John in the said sume of Two Hundred & Twenty three pounds One shilling Sterling to be paid to the said William when thereof afterwards he should be required, Yet the said Francis although often required the said Two Hundred & Twenty three pounds One shilling Sterling or any part thereof to the said William hath not rendered but the same to him to render & pay hath hitherto gainsaid and still doth gainsay to the Damage of the said William Three Hundred pounds Sterling & One Thousand pounds of Tobacco and thereof he brings Suit And the said William brings here into Court the writing aforesaid which the Debt aforesaid in Form aforesaid Testifies the Date whereof is the Day and Year aforesaid

D Dulany jr Pl. &c Jn. Doe Rich. Roe

And the said Francis Holland by Joshua George his attorney comes and Defends the force and Injury when & Saith that he cannot gainsay the plaintiffs his action aforesaid so as aforesaid against him brought nor can he say But that the writing Obligatory aforesaid is his act and Deed and that the Debt therein mentioned is yet due and unsatisfied

Whereupon the said plaintiff prays Judgment for his Debt aforesaid together with his Damages Sustained by occation of detaining the same Debt to him to be adjudged

Therefore it is considered by the Justices here the 16th Day of October anno Dom 1793 that the said William Hunt recover against the said Francis Holland the sume of Two Hundred and Twenty

(three)