Same to him heretofore to render or pay he hath altogether refused and still doth refuse wherefore he saith he is the worse and hath Damage to the value of Sixty pounds sterling and three pounds Current money aforesaid And therefore he brings Suit and so forth.

Pledges and so forth John Doe and Richd Roe

A Copy of which aforegoing Declaration was made and sent with the writ in the plea aforesaid

At which said second Court day aforesaid to wit the tenth day of the same month Anno Domini 1764 being the day of the return of the aforegoing writ Comes the said Robert Condon by his Attorney aforesaid and the Sheriff of Cecil County to whom the same writ was directed likewise Comes and makes return thereof to the Court here thus Indorsed to wit

Cepi Corpus Mandatum 21st February Richd Thomas Shff

Robert Condon Plaintiff against Thomas Lloyd Defendant

You George Cunningham and Jacob Jones jun. and either of you do undertake for the said Thomas Lloyd Defendant in One hundred and twelve pounds sterling money of Great Britain and Nine pounds three shillings Current money of Maryland to be levied on your and either of your Lands and Tenements Goods and Chattles to the use of the said Robert Condon Plaintiff upon Condition that if the said Robert Condon do Obtain Judgment in an Action of Debt depending in the Provincial Court against the said Thomas Lloyd the Defendant that then the said Thomas Lloyd shall pay the Condemnation of the Court thereupon or deliver himself to the Custody of the Sheriff of Cecil County in satisfaction thereof or you or one of you will do it for him, They Acknowledge themselves to be Content this ninth the twel[illegible] of the day of April 1765

To the Honble the Justices of the Provincial Court } before us Ard. Price, Sidney George

And the aforesaid Thomas Lloyd by John Hall his attorney comes and defends the force and Injury when and so forth and prays an hearing of the writing Obligatory aforesaid and it is read unto him as follows

Know all men by these presents that I Thomas Lloyd of Cecil County province of Maryland Mercht. am held and firmly bound unto Robert Condon of the City of Annapolis Mercht in the full and Just Sum of Two hundred and twelve pounds sterling money of Great Britain and Nine pounds three shillings Curr. money of Maryland to be paid unto the said Robert Condon his Certain Attorney Executors Administrators or Assigns: To the which payment well and truly to be made and done I bind myself my Heirs Executors and Administrators firmly by these presents sealed with my seal and dated this twenty fourth day of November Anno Domini One thousand seven hundred and sixty three He prays also an hearing of the Condition of the same writing and

It in the following words (the Condition of the above Obligation is such that if the above bound Thomas Lloyd do and shall well and truly pay or cause to be paid unto the said Robert Condon his Certain Attorney Executors Administrators or assigns the Just and full Sum of One hundred and twelve pounds sterling money and the full sum of Four pounds eleven shillings & sixpence Current money of Maryland at or upon the first day of December next ensuing the date hereof with Legal Interest thereon then the above Obligation to be void else to remain in full force and virtue in Law

Which being read and heard the said Thomas Lloyd 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 Eleven th day of September Anno Domini 1764 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 Ninth day of April Anno Domini 1765 Comes here again as well the said Robert Condon by his Attorney aforesaid as the said Thomas Lloyd by his Attorney aforesaid And the aforesaid Thomas Lloyd by his Attorney aforesaid as before Defends the force and Injury when and so forth and saith that he with the Debt aforesaid by virtue of the writing Obligatory aforesaid to be burthened ought not because he saith that the the writing Obligatory aforesaid is not his Deed and of this he puts himself upon the Country and so forth and the said Robert in like manner and so forth

And the aforesaid Thomas Lloyd by leave of the Court here and also by force of the Statute in such Case made and provided by his Attorney aforesaid comes and further Defends the force and Injury when and so forth and saith that the aforesaid Robert his Action aforesaid against him to have and maintain Ought not because he saith that said Thomas Lloyd before the Impetration of the Original writ of him the said Robert paid to the aforesaid Robert the aforesaid Sum of One hundred and Six pounds sterling money and four pounds eleven shillings & Sixpence Current money of Maryland in the same Condition above mentioned with Legal Interest on the same which to him he Ought to have paid according to the form and effect of the Condition aforesaid to wit at the City of Annapolis aforesaid and this he is ready to Verify and so forth Wherefore he prays Judgment if the aforesaid Robert his Action aforesaid against him to have or maintain ought and so forth

As to the second Plea of the aforesaid Thomas Lloyd above pleaded the said Robert saith that he by anything in the same plea alledged from having and maintaining his Action aforesaid to be precluded ought not because he saith that the aforesaid Thomas Lloyd hath not paid the aforesaid sum of One hundred and six pounds sterling money and four pounds eleven shillings and six pence