half penny Current Money and Five thousand six hundred and thirty six pounds of Tobacco to be paid, to the said Thomas Goldsborough his certain Attorney Executors Administrators or Assigns To which payment to be made We and each of Us do jointly & severally bind ourselves our each of our Heirs Executors and Administrators firmly by these presents As Witness our Hands & Seals this Fifteenth day of August in the Year Seventeen hundred & seventy one. The Condition of the above Obligation is such that if the above bound Crutcher Lord, Henry Lord and Spencer Waters or either of them, do and shall well & truly pay or cause to be paid unto the above named Thomas Goldsborough his certain Attorney Executors Administrators or Assigns the full & just Sums of Fifty one pounds Twelve shillings & two Pence three farthings Current Money and Two thousand eight hundred & Eighteen pounds of Tobacco with legal Interest thereon, on the Tenth day of February next then the above Obligation to be void else to be and remain in full Force and Virtue

Signed Sealed and Delivered in presence of } Crutcher Lord (Ls) Henry Lord (Ls) Spencer Waters (Ls)

R Goldsborough Jr.

The above Bond was thus Endorsed to wit.

Memd. The within Bond is taken for the Damages & Costs sustained & paid by the within named Thomas Goldsborough, on Account of a Negroe sold the said Thomas by the said Crutcher Lord, which said Negro was Recovered from the said Thomas in Talbot County Court by a certain John Andrew

Crutcher Lord

Test R Goldsborough

The Money part of the within Bond to be paid in Dollars at seven shillings and six pence each Test R Goldsborough

Which being read and heard the said Spencer Waters by his said Attorney 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 13th September Anno Domini 1774 Comes the said parties plaintiff and Defendant by their Attornies aforesaid and the said Defendant by his said Attorney 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 second Tuesday of April being the 11th day of the same Month Anno Domini 1775 Comes as well the said Thomas Goldsborough by his Attorney aforesaid as the said Spencer Waters by his Attorney aforesaid and the said Spencer Waters by his said Attorney (as before) defends the Force and Injury when and so forth, saith that he with the Debt aforesaid by Virtue of the Writing Obligatory aforesaid to be burthened ought not because he saith that that Writing is not his Deed and of this he puts himself upon the Country &c. And the plaintiff in

like

in like manner and so forth — And the aforesaid Spencer with the Leave of the Court here and according to the Form of the Statute in such Case made and provided further defends the Force and Injury when and so forth and saith that the aforesaid Thomas his Action aforesaid against him the said Spencer to have or maintain ought not because he saith that after the making the Writing Obligatory aforesaid and before the Impetration of the Writ Original in this Cause to wit on the day of in the Year he the said Spencer did pay unto him the said Thomas the aforesaid Sum of Money & Tobacco in the Condition aforesaid mentioned with the Interest thereon due to wit at Dorchester County aforesaid And this he is ready to verify and so forth And the plaintiff in like manner and so forth — Nevertheless the said Spencer Waters by his Attorney aforesaid relinquishing the Averments above by him pretended, saith that he cannot deny the Action aforesaid of the aforesaid Thomas Goldsborough as aforesaid against him brought Nor but that the Writing Obligatory aforesaid is the Deed of him the said Spencer Waters nor but that he owes to the said Thomas Goldsborough the aforesaid Sums of One hundred and three pounds four shillings & five pence half penny Current Money & five thousand six hundred & thirty six pounds of Tobacco in manner and form as the said Thomas Goldsborough above against him hath declared

Therefore it is Considered by the Justices here that the said Thomas Goldsborough Recover against the said Spencer Waters as well the Sums of One hundred and three pounds four shillings & five pence half penny & five thousand six hundred and thirty six pounds of Tobacco his Debt aforesaid in form aforesaid confessed as

609 the Sum of pounds of Tobacco by the Court here unto him, on his Assent adjudged as well for his Damages sustained by means of detaining that Debt as for his Cost and Charges by him about his Suit in that behalf laid out and expended And the said Defendant in Mercy and so forth — Memd. The plaintiff relinquishes the penalty on Payment of Principal, Interest & Cost

Test Geo: Rankin Clk

JHJ. Joseph Carson } Talbot County to wit, Francis Clinton late of Talbot County
ag.
RG. Francis Clinton } Merchant otherwise called Francis Clinton of Queen Anns County in the province of Maryland Merchant was Summoned to Answer unto Joseph Carson of a plea that he render unto him the Sum of seven hundred and eighty six pounds five shillings and eleven pence lawful Money of Pennsylvania of the value of seven hundred and eighty six Pounds five shillings and eleven pence Current Money of Maryland which from him he unjustly detains and so forth, And whereupon the aft Joseph Carson by James Holliday his Attorney saith that whereas the aft Francis Clinton the fifth day of January One thousand seven hundred and seventy one at Talbot County afs by his certain Writing Obligatory had granted himself to be held to the aft Joseph by the

Name