and the day until which the rule of Court laid on the said George Forbes and Horatio C. McElderry to declare against the said John T. Wall in the plea aforesaid was extended Come again into the County Court here as well the said George Forbes and Horatio C. McElderry by Reverdy Johnson Edward Harwood and John Stephen Esquires their Attornies as the said John T. Wall by Nicholas Stonestreet and Alexander C. Magruder Esquires his Attornies and the said George Forbes and Horatio C. McElderry by their Attornies aforesaid declare in court here against the said John T. Wall in the plea aforesaid as follows to wit. Maryland Prince Georges County Sc. John T. Wall late of Prince Georges County planter was summoned to answer unto George Forbes and Horatio C. McElderry in a plea that he render unto them the sum of fifteen hundred dollars Current money which he owes to and unjustly detains from them &c. &c. And whereupon the said George and Horatio C. by Edward Harwood their Attorney say that whereas the said John T. on the first day of December eighteen hundred and seventeen at the County aforesaid by his certain bill obligatory on or before the twentieth day of May eighteen hundred and eighteen promised and obleyed himself his heirs executors and administrators to pay or cause to be paid to them by the name of George Forbes and Horatio C. McElderry agents for the trustees of Elizabeth Bond their Certain Attorney heirs executors administrators or assigns the full and just sum of ten dollars per acre for one half of a tract of land known by the name of Timber Neck and supposed to contain in the whole three hundred acres with legal interest thereon from twentieth day of November 1817 it being for value received Nevertheless the said John T. altho often thereto required that is to say on the twenty third day of May eighteen hundred and eighteen the said sum of ten dollars per acre for one of a tract of land known by the name of Timber Neck and supposed to contain in the whole three hundred acres (which the plaintiffs aver amount in the aggregate to the sum of fifteen hundred dollars) or any part thereof to the said plaintiffs has not rendered or paid but to pay the same or any part thereof to the said plaintiffs the said defendant has altogether refused and still doth refuse Wherefore the said plaintiffs say they are the worse and have damage to the value of three thousand dollars Current money and therefore they bring suit and so forth and they bring here into Court the bill obligatory aforesaid sealed with the seal of the said John T. which certifies the debt aforesaid in form aforesaid the date whereof is the day and year aforesaid and so forth.

Ed. Harwood for plff. Pledges { John Doe, Richard Roe

The bill obligatory mentioned in the aforegoing declaration is of the words and figures following to wit: On or before the twentyeth day of November eighteen hundred and eighteen we or either of us promise and oblige ourselves our heirs executors & administrators to pay or cause to be paid to George Forbes and Horatio C. McElderry agents for the trustees of Eliz. Bond their Certain Attorney heirs executors administrators or assigns the full and just sum of ten dollars per acre for one half of a tract of land known by the name of Timber Neck and supposed to contain three hundred acres with

legal interest thereon from twentyeth of November last It being for value received as Witness our hands & seals this first day of December eighteen hundred & seventeen

Witness Jno B Thomas (Seal)
Charles S Weems. John T. Wall (Seal)

And thereupon the said George Forbes and Horatio C. McElderry by their Attornies aforesaid pray that the said John T. Wall may answer to the declaration of them the said George Forbes and Horatio C. McElderry in the plea aforesaid. Whereupon it is ruled by the Court here that the said John T. Wall answer to the declaration aforesaid of the said George Forbes and Horatio C. McElderry in the plea aforesaid and if the said George Forbes doth not answer the declaration aforesaid of the said George Forbes and Horatio C. McElderry in the plea aforesaid judgment by the Court here will be rendered against him in default. And the said John T. Wall by his Attornies aforesaid defends the force and injury when and so forth and prays leave of the Court here to imparle until the first monday in September next to answer the declaration aforesaid of the said George Forbes and Horatio C. McElderry in the plea aforesaid and he hath it the same day is given to the said George Forbes and Horatio C. McElderry then & there &c. at which said first monday in September being the fourth day of the same month in the year of our Lord one thousand eight hundred and twenty and the day until which the said John T. Wall had leave to imparle to answer to the declaration aforesaid of the said George Forbes and Horatio C. McElderry in the plea aforesaid Come again into the County Court here as well the said George Forbes and Horatio C. McElderry by their Attornies aforesaid as the said John T. Wall by his Attornies aforesaid and the said John T. Wall by his Attornies aforesaid Comes and defends the force and injury when and so forth and prays an hearing of the bill obligatory aforesaid in the declaration aforesaid mentioned and of the Condition thereof and the same he hath as follows, to wit. On or before the twenty: eth day of November eighteen hundred and eighteen we or either of us promise and oblige ourselves our heirs executors and administrators to pay or cause to be paid to George Forbes and Horatio C. McElderry agents for the trustees of Eliz: Bond their certain Attorney heirs executors administrators or assigns the full and just sum of ten dollars per acre for one half of a tract of land known by the name of Timber Neck and supposed to contain three hundred acres with legal interest thereon from twentyeth November last It being for value received as Witness our hands and seals this first day of December eighteen hundred and seventeen.

Witness Charles S Weems. Jno B. Thomas (Seal) John T. Wall (Seal)

Which being read and heard the said John T. Wall saith that the said George Forbes and Horatio C. McElderry their Action aforesaid thereof against him to have or maintain ought not because he says that from the time of making the said bill obligatory he hath well and truly observed performed fulfilled and kept all and singular the matters and things in the said bill obligatory mentioned and contained which he the said John T. Wall according to the said bill obligatory ought to have observed performed fulfilled and kept to wit at the County aforesaid and this he is ready to verify wherefore he prays Judg: ment if the said George Forbes and Horatio C. McElderry their Action aforesaid