And the said Caleb and Samuel, by their attorney come and defend the force and injury when and so forth and pray an hearing of the writing Obligatory aforesaid and the Condition thereof, and they have them in the words and figures, following, to wit —

Know all Men by these presents that we Caleb Dorsey and Samuel Godman both of Anne Arundel County are held and firmly bound unto Thomas Cornelius Howard of said County in the full sum of four hundred and forty pounds Current Specie to be paid to the said Thomas Cornl. Howard his certain attorney Executors, Administrators or assigns; To which payment truly to be made we do bind ourselves our Heirs, Executors and Administrators firmly by these presents, Sealed with our Seals and dated this 9th Day of October 1784 — The Condition of the above Obligation is such that if the above bounden Caleb Dorsey and Samuel Godman their Heirs, Executors, Administrators or assigns do and shall well and truly pay to the said Thomas Cornelius Howard his Executors, administrators or assigns the full and just sum of Two hundred and Twenty pounds Current Specie with legal Interest for the same on or before the first day of October Seventeen hundred and eighty four then the above Obligation to be void else to remain in full force and virtue in Law —

Signed, Sealed and Delivered in Presence of
Thos. Lingan
Benja. Dorsey

Caleb Dorsey (Seal)
Saml. Godman (Seal)

At which mentioned second Tuesday of October being the ninth day of the same month, in the year of our Lord, One thousand seven hundred and eighty seven, and the day of the return of the aforegoing writ, comes into the General Court here, the aforesaid Thomas Cornelius Howard by Jeremiah Townley Chase his Attorney aforesaid; And the Sheriff of Anne Arundel County aforesaid, to wit David Stewart Gentleman to whom the said aforegoing writ was in form aforesaid directed, likewise comes and makes return thereof, to the Court here thus endorsed, to wit —

"Copy left the 11th of September 87" D. Stewart Shff.

And the said Caleb Dorsey and Samuel Godman by Joshua Dorsey and Richard Ridgely their attornies appear in Court here, and thereupon on motion of the aforesaid Thomas Cornelius Howard by his attorney aforesaid, It is ruled by the Court here that the said Caleb Dorsey and Samuel Godman give Special bail to the action aforesaid, in the plea aforesaid; Whereupon a certain Ephraim Howard of Anne Arundel County, Gentleman present here in Court in his proper person undertakes for the said Caleb Dorsey and Samuel Godman that in case the aforesaid Thomas Cornelius Howard shall recover Judgment against the said Caleb Dorsey and Samuel Godman in the plea aforesaid, or that the said Caleb Dorsey and Samuel Godman shall be therein legally convict that then the said Caleb Dorsey and Samuel Godman shall pay the condemnation of the Court thereupon or render their bodies to the Custody of the Sheriff of Anne Arundel County in Satisfaction thereof or that



he the said Ephraim Howard will do the same for them —

and the said Caleb Dorsey and Samuel Godman by their attornies aforesaid come and defend the force and injury when and so forth, and pray leave of the Court here to Imparle unto the second Tuesday of May next, and to them it is granted the same day is given to the aforesaid Thomas Cornelius Howard also —

At which said second Tuesday of May being the thirteenth day of the same month, in the year of our Lord, One thousand seven hundred and eighty eight, to which said day the said Caleb Dorsey and Samuel Godman had leave to Imparle, came again into the General Court here, as well the aforesaid Thomas Cornelius Howard by his Attorney aforesaid, as the said Caleb Dorsey and Samuel Godman by their Attorney's aforesaid; And thereupon on motion of the aforesaid Thomas Cornelius Howard by his Attorney aforesaid, It is ruled by the Court here, that the said Caleb Dorsey and Samuel Godman answer to the Declaration aforesaid of the aforesaid Thomas Cornelius Howard in the plea aforesaid, or Judgment by the Court here will be entered against them in default thereof. And the said Caleb Dorsey and Samuel Godman by their attornies aforesaid (as before) defends the force and injury when and so forth, and say that the aforesaid Thomas Cornelius Howard his action aforesaid against them to have or maintain ought not &c. because they say that they the said Caleb Dorsey and Samuel Godman did pay unto the aforesaid Thomas Cornelius Howard the said sum of money in the Condition of the said writing Obligatory mentioned with legal Interest thereon according to the form and effect of the Condition of the said writing Obligatory and this they are ready to verify, wherefore they pray Judgment if the aforesaid Thomas Cornelius Howard his action aforesaid against them to have or maintain ought and so forth &c —

And the aforesaid Thomas Cornelius Howard by his attorney aforesaid saith that he by any thing by the said Caleb Dorsey and Samuel Godman above in pleading alleged from having or maintaining his action aforesaid against them ought not to be precluded because he saith that the said Caleb Dorsey and Samuel Godman have not paid unto him the aforesaid Thomas Cornelius Howard the aforesaid sum of money in the Condition aforesaid mentioned with the Interest thereon in such manner and form as the said Caleb Dorsey and Samuel Godman above by pleading have alleged — and this he prays may be inquired of by the Country and the said Caleb Dorsey and Samuel Godman in like manner and so forth — Therefore let a Jury thereon appear before the Court here, on the second Tuesday of October next, by whom and so forth and who neither and so forth, to recognize and so forth, because as well and so forth, the same day is given to the said parties then and there and so forth &c —

And now at this day, to wit, the said second Tuesday of October being the fourteenth day of the same month, in the year of our Lord one thousand seven hundred and eighty eight, come again into the General Court here, as well the aforesaid Thomas Cornelius Howard by his attorney aforesaid, as the said Caleb Dorsey and Samuel Godman by their attornies aforesaid; and the said Caleb Dorsey and Samuel Godman by their attornies aforesaid, relinquishing