the said Elie Williams altho' often thereunto required the aforesaid sum of sterling money or the value thereof as aforesaid unto him the said Daniel Dulany hath not pendered or paid but the said sum of sterling money or the value thereof as aforesaid unto him the said Daniel Dulany to render or pay he the said Elie Williams hath hitherto altogether refused and still doth refuse, wherefore the said Daniel Dulany saith he is the worse and hath damage to the value of two thousand pounds current money of Maryland and therefore he brings suit and so forth, and brings here into Court as well the writing obligatory aforesaid sealed with the seal of him the said Elie Williams the date whereof is the day and year first aforesaid, as the assignment aforesaid, which the debt aforesaid and assignment aforesaid in form aforesaid testify, so forth,

William Cooke & Pltff. Pledges and so forth { John Doe & Richard Roe

Oyer of the writing obligatory aforesaid and the condition thereof with the Indorsement thereon follow.

Maryland S.t, Know all Men by these presents that we Casper Shaaff and Elie Williams of Frederick County in the province afs.d Merchants are held and firmly bound unto Thomas Contee and John Hanson Jun.r in the sum of six hundred and eighty two pounds fifteen shillings and ten pence sterling to be paid to the said Thomas Contee and John Hanson Jun.r their heirs Ex.rs Adm.rs and assigns, to the which payment well and truly to be made we bind ourselves and each of us our and each of our Heirs Ex.rs and Adm.rs jointly and severally firmly by these presents sealed with our seals and dated this twenty fifth day of February Anno Domini 1774.

The Condition of the above obligation is such that if the above bounden Casper Shaaff and Eli Williams their heirs Ex.rs and Adm.rs do and shall well and truly pay or cause to be paid to the said Thomas Contee and John Hanson Jun.r their heirs Ex.rs Adm.rs and assigns the full and just sum of three hundred and forty one pounds seven shillings and eleven pence sterling on or before the twelfth day of January next ensuing the date hereof then the above obligation to be void or else to be and remain in full force and power and virtue in Law.

1775. January 25.th	Rec.d of the within Bond £71. Cur.y @ 66 2/3	is	£ 42.. 12.. 0.	Sterling
February 8.th	Rec.d		70.	is	42.. 0.. 0
March 23.d	Rec.d		26.10.0	is	15.. 18.. 0.
					£ 100.. 10.. 0.

Annapolis November 5.th 1777. Came Thomas Contee and John Hanson Jun.r and made oath on the Holy Evangelists that they have not directly or indirectly received any part or parcel of the within Bond nor any security or satisfaction for the same, more than the above credit of one hundred pounds ten shillings sterling to the best of their knowledge

Sworn before Allen Quynn

We the subscribers obligees in the within Bond do assign the same and all our right & interest therein to Daniel Dulany Executor of the late Mr. Ann Tasker his executors and administrators given under our hands & seals this fifth day of November 1777.

Sealed & Delivered in presence of A. C. Hanson. Tho.s Contee (Seal) John Hanson Jun.r (Seal)

A copy of which aforegoing Declaration, Oyer and Indorsement were made and sent with the writ which issued in the plea aforesaid.

At

At which said second tuesday of May being the thirteenth day of the same month Anno Domini seventeen hundred and eighty eight, and the day of the return of the aforegoing writ, comes here into our General Court the said Daniel Dulany assignee as aforesaid by his Attorney aforesaid, and the Sheriff of Washington County to whom the same aforegoing writ was made and directed likewise comes and makes return thereof to the Court here thus endorsed to wit

Cepi, and Copy left April the 5.th Adam Ott Shff

And the said Elie Williams being called upon appears and at the prayer of the said Daniel Dulany assignee as aforesaid by his Attorney aforesaid, the said Elie Williams is adjudged to give special Bail to the Action aforesaid, Whereupon the said Elie Williams by Richard Potts his Attorney files in Court here the following Bail piece to wit

Daniel Dulany. Plaintiff against Elie Williams. Defendant.

You Tho.s Holland Williams & Robert Elliott do jointly and severally acknowledge yourselves special Bail for the said Elie Williams at suit of the said Daniel Dulany in an Action of Debt brought by the said Daniel Dulany against the said Elie Williams in the General Court of the State of Maryland you acknowledge yourselves to be content therewith this tenth day of April 1788. Before Alex.r Claggett, John Hall

To the Hon.ble Judges of the General Court,

Rich.d Potts Esq.r Attorney for Defend.t

And the said Elie Williams by his Attorney aforesaid defends the force and injury when and so forth and prays leave of the Court here 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 October being the fourteenth day of the same month Anno Domini seventeen hundred and eighty eight, comes again here into our General Court as well the said Daniel Dulany assignee as aforesaid by his Attorney aforesaid as the said Elie Williams by his Attorney aforesaid.

And the said Elie Williams by his Attorney aforesaid, as before defends the force and injury when and so forth, and saith that the said Daniel Dulany assignee as aforesaid his Action aforesaid against him to have or maintain ought not &c because he saith that he the said Elie Williams did pay unto the said Daniel Dulany assignee as aforesaid 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 he is ready to verify wherefore he prays Judgment if the said Daniel Dulany assignee as aforesaid his Action aforesaid against him to have or maintain ought &c

And the said Daniel Dulany assignee as aforesaid saith that he by any thing by the said Elie Williams above in pleading alledged from having or maintaining his Action aforesaid against him ought not to be precluded because he saith that the said Elie Williams hath not paid unto him the said Daniel Dulany assignee as aforesaid the said sum of Money in the Condition aforesaid mentioned with the Interest thereon in such manner and form as the said Elie Williams above by pleading hath alledged, and of this he prays may be inquired of by the Country and the said Elie Williams in like manner &c to wit.

Therefore let a Jury thereupon appear before the Judges of our General Court here on the second tuesday of May next, by whom &c and who neither &c to recognize &c because as well &c the same day is given to the Parties aforesaid then and there &c

And