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 the date whereof is the day and year first aforesaid, as the assignment aforesaid which the debt aforesaid and assignment aforesaid inform aforesaid testify and 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 Indorsements thereon follow

Maryland St. Knowall Men by these presents that we Casper Shaaff and Eli Williams of Frederick County in the Province aforesd. Merchants are held and firmly bound unto Thomas Contee and John Hanson Junr. 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 Junr. their heirs Exors. Admrs. 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 Exors. and Admrs. in and for the whole 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 bounded Casper Shaaff and Eli Williams their heirs Exors. and Admrs. do and shall well and truly pay or cause to be paid to the said Thomas Contee and John Hanson Junr. their heirs Exors. Admrs. 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 which shall be in the year of our Lord one thousand seven hundred and seventy six, then the above Obligation to be void or else to be and remain in full force power and virtues in law —

Annapolis November 5th 1777. Came Thomas Contee and John Hanson Junr. and made oath on the Holy Evangels, that they have not directly nor indirectly received no part or parcel of the within Bond nor any security or satisfaction for the same to the best of their knowledge. Sworn before Allen Quynn.

We the Subscribers obligees in the within Bond do assign the same and allow right & Interest therein to Daniel Dulany Executor of the late Mrs. Ann Tasker his Exors. and Admrs. Given under our hands and seals this 5th day of November 1777.

Sealed & Delivered in presence of — Thos. Contee (Seal)
A. C. Hanson — John Hanson Junr. (Seal)

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

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 aforegoing writ was made and directed, likewise comes and makes return thereof to the Court here thus endorsed to wit

Cepi. & Nar. left April the 5th. Adam Ott Shff

And the said Elie Williams being called upon appears and at the prayer of the said Daniel

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 Otho Holland Williams and Robert Elliott do jointly and severally acknowledge yourselves special Bail for the said Elie Williams at the 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. Blagett, John Hall.

To the Hon.ble the Judges of the General Court —
Richd. Potts Esq. Attorney for Defendt —

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 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 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 enquired of by the Country and the said Elie Williams in like manner &c so forth.

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 now here at this day to wit the said second tuesday of May being the twelfth day of the same month Anno Domini seventeen hundred and eighty nine comes here again into our General Court as well the said Daniel Dulany assignee aforesaid by his Attorney aforesaid as the said Elie Williams by his Attorney aforesaid

Nevertheless the said Elie Williams by his Attorney aforesaid relinquishing the averment above by him pretended says that he cannot deny the Action aforesaid of the said Daniel Dulany assignee aforesaid so as aforesaid against him brought nor but that he owes to the said Daniel