sum of two hundred and sixty pounds current money which to them he owes and unjustly detains and so forth. And whereupon the said Sarah and Gerrard by Thomas Stone their Attorney say that whereas the aforesaid Luke on the twenty seventh day of November in the year seventeen hundred and eighty three at Prince Georges County aforesaid by his certain writing obligatory acknowledged himself to be held and firmly bound unto them the said Sarah and Gerrard by the name of Sarah and Gerrard Fowke Executrix and Executor of Gerrard Fowke deceased in the aforesaid sum of two hundred and sixty pounds current money to be paid to them the said Sarah and Gerrard when afterwards they should be thereunto required, Nevertheless the aforesaid Luke altho' often thereunto required the aforesaid sum of two hundred and sixty pounds current money to them the said Sarah and Gerrard he hath not rendered or paid but the same to them hitherto to render or pay he hath altogether refused and still doth refuse wherefore they say they are the worse and have damage to the value of one hundred and eighty pounds like current money aforesaid and therefore they bring suit and so forth and bring here into Court the writing obligatory aforesaid sealed with the seal of the aforesaid Luke Marbury which the debt aforesaid in form aforesaid witnesseth the date whereof is the day and year aforesaid to wit &c.

Thomas Stone for the Plaintiff — Pledges and so forth { John Doe and Richard Roe

And the aforesaid Luke Marbury by his Attorney comes and defends the force and injury when and so forth and prayeth an hearing of the writing obligatory aforesaid and the condition thereof and he hath them as follows to wit

Maryland Sc. Know all Men by these presents that I Luke Marbury of Prince Georges County and State of Maryland am held and firmly bound unto Sarah and Gerrard Fowke Executrix and Executor of Gerrard Fowke deceased in the full and just sum of two hundred and sixty pounds current money to be paid unto the said Sarah & Gerrard Fowke their certain Attorney executors administrators or assigns, to the which payment well and truly to be made and done I bind myself heirs executors and administrators jointly severally firmly by these presents sealed with my seal and dated this twenty seventh day of November in the year of our Lord one thousand seven hundred and eighty three.

The Condition of the above obligation is such that if the above bound Luke Marbury do and shall well and truly pay or cause to be paid unto the said Sarah Fowke and Gerrard Fowke their certain Attorney executors administrators or assigns the just and full sum of one hundred and thirty pounds current money on or before the twenty seventh day of November seventeen hundred and eighty four with legal interest thereon then the above Obligation to be void else to remain in full force and virtue in law.

Signed Sealed & Delivered in the presence of John Chapham, Thomas Stone. — Luke Marbury (Seal)

On the back of which aforegoing Bond was thus indorsed to wit

27th November 1783. I acknowledge the within Bond exclusive of another granted to the Executrix & Executor of the deceased Captain Gerrard Fowke of this date.

Witness, John Chapham. — Signed Luke Marbury.

A Copy of the aforegoing Declaration & Bond was made out and sent with the writ which issued in the plea aforesaid.

And now here at this day to wit the Monday before the fourth tuesday in June in the year seventeen hundred and eighty five comes here at the Court House in the Town aforesaid

aforesaid before the Justices of the Court here the said Sarah Fowke & Gerrard Fowke by their Attorney aforesaid and offers themselves against the said Luke Marbury of and upon the plea aforesaid and the Sheriff to wit John Beall Gent. to whom the same writ was directed comes and makes return thereof to the Justices of the Court here thus endorsed to wit, Cepi, & copy in time John Beall Sheriff.

Whereupon the said Luke Marbury being called upon appears and at the prayer of the said Sarah Fowke and Gerrard Fowke by their Attorney aforesaid it is ruled by the Court here that the said Luke Marbury give special Bail to the Action aforesaid, thereupon John Hancock Beanes & John Frazier Bowie of Prince Georges County Gent. present here in Court becomes pledge and mainucaptor for the said Luke Marbury that if it should happen that the said Luke Marbury in the plea aforesaid should be convict then the said John Hancock Beanes & John Frazier Bowie yielded and granted that as well the debt damages costs and charges which to the said Sarah Fowke & Gerrard Fowke in that part should be adjudged of their lands and chattels should be made and levied for the use of the said Sarah Fowke & Gerrard Fowke in case the said Luke Marbury the debt damages costs and charges should not pay or his body into the custody of the Sheriff by occasion thereof not render, and the said Luke Marbury by John Allen Thomas his Attorney pray leave of the Court here to imparle until next Court and he hath it and the same day is given the Plaintiff also.

At which said next Court to wit the Monday before the fourth tuesday in September in the year seventeen hundred and eighty five comes here at the Court House in the Town aforesaid before the Justices of the Court here as well the said Sarah Fowke & Gerrard Fowke as the said Luke Marbury by their Attorneys aforesaid, And the said Luke Marbury by his Attorney aforesaid prays further leave of the Court here to imparle until next Court and he hath it and the same day is given the Plaintiff also.

At which said next Court to wit the Monday before the second tuesday in April in the year seventeen hundred and eighty six, comes here at the Court House in the Town aforesaid before the Justices of the Court here as well the said Sarah Fowke and Gerrard Fowke as the said Luke Marbury by their Attorneys aforesaid, and the said Sarah Fowke & Gerrard Fowke by their Attorney aforesaid pray that the said Luke Marbury to their Declaration above against him may answer, And the said Luke Marbury by his Attorney aforesaid saith that he cannot gainsay the Action aforesaid of them the said Sarah Fowke & Gerrard Fowke, nor but that the writing obligatory aforesaid is the Deed of him the said Luke Marbury, nor but that he owes to the said Sarah Fowke and Gerrard Fowke the aforesaid sum of two hundred and sixty pounds current money in manner and form, as the said Sarah Fowke & Gerrard Fowke above against him hath declared. April 10th 1786.

It is therefore considered by the Court here that the said Sarah Fowke & Gerrard Fowke recover against the said Luke Marbury their debt aforesaid to the amount of two hundred and sixty pounds current money, as also four hundred and five pounds of Tobacco as well for the damages which they had by occasion of the detaining that debt as for their costs & charges by them about their suit in that part laid out and expended by the Court here of their assent adjudged and the said Luke Marbury in mercy &c.

Penalty released on payment of £130. current money with interest from 27th November 1783. & costs stay of Execution till next Court.

In Testimony that the aforegoing is a true copy of the Records and proceedings for Prince Georges