and twenty pounds current Money to be p.d unto the s.d Jos. Hicking his certain Attorney Executors Administrators or Assigns to the which payment well and truly to be made and done I bind myself my heirs Executors & administrators firmly by these presents sealed with my Seal and dated this ninth day of Nov.r 1772.

Whereas the above named Jos. Hicking hath sold unto the above bound James Howard a Tract or parcel of Land it being part of a Tract of Land called second part of the second discovery & their contract is such that the above named Jos. Hickings is to receive of the above named Jas. Howard the sum of Sixty pounds Current Money in case he the said James Howard is not at more expence than twenty pounds Current Money in clearing the said Land of incumbrances but in case the said James Howard should be at more expence than twenty pounds in clearing the s.d Land of Incumbrances then such expences which is more than Twenty pounds shall be deducted out of the Sixty pounds which he the s.d Hickings was to receive in case it was under no incumbrances & further the s.d Hicking is to live on the tract s.d Land as a Tenant he paying unto s.d James Howard the full Intrust of all Moneys the s.d Howard shall be out in purchasing & clearing the s.d Land of all incumbrances —

The Condition of the above Obligation is such that if the above bound James Howard do shall well and truly pay or cause to be paid unto the s.d Jos. Hicking his certain Attorney Executors Administrators or Assigns the just & full sum of Sixty pounds or the residue of the Sixty pounds after the above contract is complyed with & after the s.d James Howard is in full and quiet & peaceable possession clear of all incumbrances then the above Obligation to be void otherways to remain in full force and virtue in Law.

Jas. Howard (Seal)

Sined Sealed & delivered in present of.
Henry Howard Charles Ridgely

On the back of the aforegoing Bond is thus endorsed to wit
I hereby certify that the within Bond is a true Copy from a Bond I am in possession off it being found among my Brothers papers. Witness my hand this 25.th Feby. 1788.

Ephraim Howard of Jas.
one of the Executors of s.d Howards Estate.

John Gassaway Esq.
Register of Wills.

Nevertheless the aforesaid Ephraim Howard and Joshua Howard Executors aforesaid by David McMechen their Attorney last aforesaid relinquishing the averment aforesaid above by them pretended say that they cannot deny the Action aforesaid of the aforesaid of the — aforesaid Joseph Hicking so as aforesaid against them brought, nor but that they do detain the Writing Obligatory aforesaid of the value of the

(aforesaid,

aforesaid sum of One hundred and twenty pounds Current Money of Maryland in such manner and form as the aforesaid Joseph Hicking above against him hath declared. Therefore it is considered by the Judges here that the aforesaid Joseph Hicking recover against the aforesaid Ephraim Howard and Joshua Howard Executors aforesaid as well the Writing Obligatory aforesaid or the aforesaid sum of One hundred and twenty pounds Current Money of Maryland for the value thereof so as aforesaid by them the said Ephraim Howard and Joshua Howard Executors aforesaid above confessed as also the quantity of Five hundred and eighty seven pounds of Tobacco by the Court here unto the said Joseph Hicking on his absent adjudged as well for his damages which he hath sustained by reason of the detention of the Writing Obligatory aforesaid as for his costs and charges by him about his suit in this behalf laid out and expended and the said Defendants in Mercy &c.

Memorandum. Judgment was rendered in this cause on the sixth day of a November Anno Domini seventeen hundred and eighty nine according to Nar for the Bond or the value thereof.

Test. John Gwinn Clk

John Brown
against
Henry Dorsey of Henry.

Debt.
Same Judgment Mutatis Mutandis as against Richard Coale folio 128.
Costs 608 2/8.th Tobacco.

Test. John Gwinn Clk

John Brown
against
John Spurrier

Debt.
Same Judgment Mutatis Mutandis as against Richard Coale folio 128. Costs 608 2/8.th Tobacco.

Test. John Gwinn Clk

Kinsey Johns
against
Richard Chew.

Be it remembered that heretofore to wit on the seventh day of August Anno Domini seventeen hundred and eighty eight the plaintiff by William Cooke his Attorney sued out of our General Court the State of Marylands Writ of Capias ad respondendum directed to the Sheriff of Ann Arundel County in the words and figures following to wit.
The State of Maryland &c. To the Sheriff of Ann Arundel County Greeting We command you that you take Richard Chew late of Ann Arundel County planter otherwise called Richard Chew of

(Hering)