Writing Obligatory sealed with the Seal of the said Robert Rogers and here into Court brought whose date is the day and Year aforesaid acknowledged himself to be held and firmly bound unto the aforesaid Thomas Hungerford in the aforesaid sum of three hundred and twenty pounds Common Currency to be paid to the said Thomas Hungerford when thereunto afterwards he the said Robert Rogers should be required and the said Thomas Hungerford in fact avers that the aforesaid sum of three hundred and twenty pounds common Currency was at the time of making and signing the Writing Obligatory aforesaid always since hath been and now is of the value of three hundred and twenty pounds Current Money. Nevertheless the said Robert Rogers the said sum of three hundred and twenty pounds common Currency or the value thereof as aforesaid unto the said Thomas Hungerford hath not rendered or paid but the same to him the said Thomas Hungerford to render or pay he hath hitherto altogether refused and still doth refuse to pay the same Wherefore he saith he is the worse and hath damage to the value of three hundred and twenty pounds Current Money and therefore he brings suit and so forth.

Wm H. Dorsey for the plaintiff. Pledges and so forth. John Doe and Richard Roe

And the said Robert by Charles Simmes his Attorney comes and defends the force and injury when &c and prays Oyer of the Writing Obligatory aforesaid and also of the Condition thereof and he hath it in the Words and figures following to wit.

Knowall Men by these presents that I Robert Rogers of Charles County and State of Maryland am held and firmly bound unto Thos Hungerford of said County and State aforesaid in the full and just sum of Three hundred and twenty pounds common Currency to be paid to the said Thomas Hungerford his certain Attorney Exr Admr or Assigns to the which payment well and truly to be made & done I bind myself my Exrs or Admrs in and for the whole firmly by these presents sealed with my Seal and dated this twenty third day of December seventeen hundred and eighty four.

The Condition of the above Obligation is such that if the above bound Robert Rogers do and shall well and truly pay or cause to be paid unto the said Thos Hungerford his certain Attorney Exrs Admrs or Assigns the just and full sum of One hundred and sixty pounds like Money on or before the twentieth day of February next with legal Interest for the same from the date hereof if not paid by the time aforesaid then the above Obligation to be void else to remain in full force and virtue in Law.

Signed Sealed and delivered in the presence of T. Harris } Robert Rogers (Seal)

And the said Robert being called upon appears thereupon at the prayer of the said Thomas by his Attorney aforesaid the said Robert is adjudged to give Special Bail to the Action aforesaid and upon this

(comes)



comes into Court William Shaw of Charles County planter in his proper person and becomes pledge and bail for the said Robert that if the said Robert should be convicted in the plea aforesaid then the same bail hath granted as well the debt aforesaid as all such damages costs and charges which to the said Thomas may be in this behalf adjudged of his Lands and Chattles to be raised and to the use and behoof of the said Thomas levied if the said Robert should happen not to pay the said Debt and those damages costs and charges or render himself to the prison of our County of Charles before us on that Account. And the said Robert by his Attorney aforesaid comes and defends the force and injury when &c and prays leave to imparle here untill our next County Court to be holden at Charles Town on the Monday before the second tuesday in September next and he hath it and the same day is given to the said Thomas also.

At which day to wit the Monday before the second tuesday in September aforesaid come again the parties aforesaid by their Attornies aforesaid and the said Robert by his said Attorney as before defends the force and injury when &c and prays further leave to imparle here untill our next County Court to be holden at Charles Town on the Monday before the first tuesday in April next and he hath it and the same day is given to the said Thomas also.

At which day to wit the Monday before first tuesday in April aforesaid come again the parties aforesaid by their Attornies aforesaid And the said Robert by his said Attorney as before defends the force and injury when &c and prays further leave to imparle here untill our next County Court to be holden at Charles Town on the Monday before the second tuesday in June next and he hath it and the same day is given to the said Thomas also.

And now here at this day to wit the Monday before the second tuesday in June aforesaid come again as well the said Thomas by his Attorney aforesaid as the said Robert by his Attorney aforesaid and the said Robert by his said Attorney as before defends the force and injury when &c and saith that he cannot deny the Action aforesaid of the aforesaid Thomas so as aforesaid against him brought nor but the Writing aforesaid is the Deed of him the said Robert nor but that he owes to the aforesaid Thomas the aforesaid sum of three hundred and twenty pounds Current Money in manner and form as the aforesaid Thomas above against him hath declared.

Therefore it is considered by the Justices of the Court here that the said Thomas recover against the said Robert as well the sum of Three hundred and twenty pounds Current Money his debt aforesaid as also the sum of four hundred and two pounds of Tobacco by the Court here unto the said Thomas on his assent adjudged as well for his damages sustained by occasion of the detention of that debt as for his costs and charges by him about his suit in this behalf laid out and expended and the said Robert in Mercy &c. And the said Robert by Philip Barton Key his Attorney comes

(into)