their certain writing obligatory acknowledge themselves to be held and firmly bound unto the aforesaid Edward Burgess in the aforesaid sum of Five hundred and thirteen pounds three shillings and four pence current money to be paid to the said Edward Burgess when afterwards he should thereunto required; Nevertheless the said Nathaniel and Jacob although often afterwards thereunto required the aforesaid sum of money or any part thereof to him the said Edward have not contented or paid but the same sum of money or any part thereof to the said Edward to content or pay the said Nathaniel and Jacob have altogether refused and still do refuse to the damage of the said Edward in the sum of five hundred pounds current money and therefore he brings suit and so forth and brings here into Court the writing obligatory aforesaid sealed with the seals of the said Nathaniel and Jacob which the debt aforesaid in form aforesaid witnesseth the date whereof is the day and year and so forth.

Rich Potts for the Pltff. Pledges &c John Doe and Richard Roe.

Oyer of Bond and Condition.

Know all men by these presents that we Nathaniel Pigman and Jacob Bowman of Montgomery County and State of Maryland planters are held and firmly bound unto Edward Burgess of the County and State aforesaid in the full and just sum of Five hundred and thirteen pounds three shillings and four pence current money to be paid to the said Edward Burgess his certain Attorney Executors administrators or assigns. To the which payment well and truly to be made and done we bind ourselves our heirs, Executors, administrators and assigns in the whole and for the whole firmly by these presents sealed with our seals and dated this seventh day of March anno Domini one thousand seven hundred and eighty six. The Condition of the above obligation is such that if the above bound Nathaniel Pigman and Jacob Bowman their Heirs, Executors, administrators and assigns do and shall well and truly pay or cause to be paid unto the said Edward Burgess his certain attorney, Executors, administrators or assigns the full and just sum of Two hundred and fifty six pounds eleven shillings and eight pence current money at or upon the first day of august in the year seventeen hundred and eighty seven with legal Interest for the same, then the above obligation to be void and of none effect else to be and remain in full force and vertue in Law.

Nathaniel Pigman (Seal)

Sealed and delivered in presence of Edward Burgess Jun. Clement Green. } Jacob Bowman (Seal)

And thereupon on motion of the said Edward Burgess by his attorney aforesaid it is ruled by the Court here that the said Nathanie and Jacob answer to the declaration aforesaid of the said Edward in the plea aforesaid or Judgment by the Court here will be entered against them in default thereof; and the said Nathaniel and Jacob by their attorney aforesaid, defends the force and injury when and so forth, and prays leave of the Court here to imparle until the second Tuesday of October next. and then to answer to the declaration aforesaid of the said Edward in the plea aforesaid;

and

and to them it is granted, the same day is given to the said Edward also.

At which said second Tuesday of October being the thirteenth day of the said month in the year of our Lord one thousand seven hundred and eighty nine, to which said day the said Nathaniel and Jacob had leave to imparle and then to answer to the declaration aforesaid of the said Edward in the plea aforesaid, comes again into the General Court here as well the said Edward by Richard Potts and Luther Martin his attornies as the said Nathanie and Jacob by William McDonoy their attorney aforesaid; and the said Nathaniel and Jacob by their attorney aforesaid as before defends the force and injury when and so forth. and prays an hearing of the writing obligatory aforesaid and also of the condition thereof and to them they are read which being read and heard the said Nathaniel and Jacob say that the aforesaid Edward Burgess his action aforesaid against them to have or maintain ought not &c. because they say that they the said Nathaniel and Jacob did pay unto the said Edward the said sum of Two hundred and fifty six pounds eleven shillings and eight pence current 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, to wit at the County aforesaid and this they are ready to verify whereupon they pray Judgment whether the aforesaid Edward his action aforesaid against them to have or maintain ought and so forth.

And the said Edward by his attorney aforesaid saith that he by any thing by the said Nathaniel and Jacob above in pleading alleged from having or maintaining his action aforesaid against them ought not to be precluded because he saith that they the said Nathaniel and Jacob did not pay unto him the aforesaid Edward the aforesaid sum of money in the Condition aforesaid mentioned with the Interest thereon in manner and form as the said Nathaniel and Jacob above by pleading have alleged and this he prays may be enquired of by the County and the said Nathaniel and Jacob in like manner and so forth.

Therefore let a Jury thereupon appear before the 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 said Parties then and there and so forth.

And now at this day, to wit, the second Tuesday of May being the eleventh day of the said month in the year of our Lord one thousand seven hundred and ninety come again into the General Court here as well the said Edward by his attorney aforesaid, as the said Nathaniel and Jacob by their attorney aforesaid; and the said Nathaniel and Jacob by their attorney aforesaid relinquishing the averment aforesaid, above by them pretended, says that they cannot deny the action aforesaid of the said Edward so as aforesaid against them brought, nor but that they owe to the said Edward the said sum of five hundred and thirteen pounds three shillings and four pence current money in manner and form aforesaid as the said Edward above against them hath declared. Therefore it is considered by the Court here that the said Edward recover against the said Nathaniel and Jacob as well the sum of Five hundred and thirteen pounds three shillings and four pence Current Money his debt aforesaid in form aforesaid confessed as also the quantity of one thousand and thirty six and two thirds of a pound of Tobacco by the Court here

unto,