Simson deceased in the life time of the said James Simson (whom the said Robert Dreghorn, Matthew Orr, James Brown and James Corbell Junior have survived) by the names of James Brown & Company merchants in Glasgow in the aforesaid sum of One hundred and sixty five pounds one shilling and pence currency to be paid to them the said Robert Dreghorn, Matthew Orr, James Brown, James Corbell Junior and James Simson by the names of James Brown & Company when afterwards he should be thereunto required, and the said Robert Dreghorn, Matthew Orr, James Brown and James Corbell Junior in fact say that the aforesaid sum of One hundred and sixty five pounds one shilling and pence currency was at the time of making and assigning the writing obligatory always since hath been and now is of the value of One hundred and sixty five pounds one shilling and pence current money of Maryland. Nevertheless the said Henry Stonestreet although often thereunto required hath not rendered or paid the said sum of One hundred and sixty five pounds one shilling and pence currency or the value thereof as aforesaid or any part thereof to them the said Robert Dreghorn, Matthew Orr, James Brown, James Corbell Junior, and James Simson or either of them in the life time of the said James Simson nor hath he the said Henry Stonestreet rendered or paid the said sum of money or any part thereof to the said Robert Dreghorn, Matthew Orr, James Brown and James Corbell Junior or either of them since the decease of the said James Simson (whom they the said Robert Dreghorn, Matthew Orr, James Brown and James Corbell Junior have survived) but the said sum of Money or any part thereof to the said Robert Dreghorn Matthew Orr, James Brown, James Corbell Junior and James Simson or either of them in the life time of the said James Simson and since his decease to the said Robert Dreghorn, Matthew Orr, James Brown and James Corbell Junior to render or pay he the said Henry Stonestreet hitherto hath altogether refused and still doth refuse wherefore they the said Robert Dreghorn, James Brown, Matthew Orr and James Corbell Junior say they are the worse and have damage to the value of One hundred and sixty five pounds one shilling and one penny current Money of Maryland and therefore they bring Suit and so forth, and bring here into Court the writing obligatory aforesaid sealed with the Seal of the aforesaid Henry Stonestreet which the debt aforesaid in form aforesaid witnesseth the date whereof is the day and year aforesaid and so forth.

Richard Potts for the Plff. Hedges ve. Jno Doe & Rich Roe.

Know all men by these presents that I Henry Stonestreet of Prince Georges County in the Province of Maryland planter am held and firmly bound unto James Brown & Company Merchants in Glasgow in the full and just sum of one hundred,

hundred and sixty five pounds one shilling and pence currency to be paid unto the said James Brown and Company their certain attorney, Executors, administrators or assigns. To the which payment well and truly to be made and done, I bind myself my heirs Executors and administrators in and for the whole firmly by these presents, sealed with my seal and dated this sixth day of June Anno Domini One thousand seven hundred and seventy six. The Condition of the above obligation is such that if the above bound Henry Stonestreet, do and shall well and truly pay, or cause to be paid, unto the said James Brown and Company their certain attorney, Executors, administrators, or assigns the just and full sum of sixty five pounds eight shillings and six pence with legal Interest thereon from the seventh day of February seventeen hundred and seventy four and seventeen pounds two shillings and one penny like currency with legal Interest thereon from this date; 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 Alex. Hamilton, Joseph N. Baynes. } Henry Stonestreet (Seal)

Copies of which said declaration and oyer were made and sent to the Sheriff of the County aforesaid with the said writ thereon endorsed to be served on the defendant with the writ or left at his place of abode twenty days at least before the return of the said writ for plea or Judgment the first Court. At which mentioned second Tuesday of May being the twelfth day of the said month in the year of our Lord One thousand seven hundred and eighty nine and the day of the return of the aforegoing writ comes into the General Court here the said Robert Dreghorn, Matthew Orr, James Brown and James Corbell by their attorney aforesaid, and the Sheriff of Charles County to wit, Thomas Addison Dyson Gentleman, to whom the said aforegoing writ was in form aforesaid directed makes return thereof to the Court here thus endorsed, to wit;

Cepi, Copy Lefts 27 March 1789. Thomas A. Dyson, Shff.

And the said Henry Stonestreet by Thomas D. Merrick his attorney appears in Court here, and thereupon on motion of the said Robert, Matthew, James, and James by their attorney aforesaid, it is ruled by the Court here that the said Henry give special bail in the plea aforesaid; Whereupon the said Henry by his attorney aforesaid files in Court here, a certain bail piece, and which being approved of by the Court here is in form following, to wit;

Robert Dreghorn, Matthew Orr, James Brown & James Corbell Junr. Survg obligees of Robert Dreghorn, Matthew Orr, James Simson, James Brown and James Corbell Junior
vs
Henry Stonestreet

Debt 165 l. 1. 6 current money.

You Samuel Hanson M'Pherson and Walter Dent do jointly and severally acknowledge yourselves special bail for the said Henry Stonestreet at the suit of the said Robert Dreghorn, Matthew Orr, James Brown, and James Corbell Junior surviving obligees of Robert Dreghorn, Matthew Orr, James Simson, James Brown and James Corbell Junior in an action,