Georges County aforesaid) acknowledged himself to be held and firmly bound unto him the aforesaid sum of one hundred and thirty four Pounds four shillings and six pence current money to be paid to him the said William when afterwards thereto required. Nevertheless the aforesaid Alexander (altho' often thereto required) the aforesaid sum of one hundred and thirty four pounds four shillings and six pence current money to him the said William hath not contented or paid but the same sum of money hitherto to render or pay he hath altogether refused and still doth refuse wherefore the said William saith he is the worse and hath Damage to the value of one hundred and fifty pounds current money and therefore he brings suit and brings here into Court the writing obligatory aforesaid sealed with the seal of the said Alexander which the debt aforesaid in form aforesaid witnesseth the date whereof is the day and year aforesaid. Wm H. Dorsey for Plff. Pledges and soforth. John Doe Rd. Roe.

Oyer of the Bond

State of Maryland ss. Know all men by these presents that I Robert Whitaker of Prince Georges County and Alexander Whitaker of Montgomery County are held and firmly bound unto William Booke in the full and just sum of one hundred and thirty four Pounds four shillings and six pence current money to be paid unto the said William Booke or to 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 and administrators firmly by these presents sealed with our seals and dated this Thirtyeth day of September Anno Domini seventeen hundred and eighty eight. The condition of the above obligation is such that if the above bound Robert Whitaker and Alexander Whitaker do and shall well and truly pay or cause to be paid unto the said William Booke or to his certain attorney executors administrators or assigns the full and just sum of sixty seven Pounds two shillings and three pence current money with legal interest for the same then the above obligation to be void else to remain in full force and virtue in Law.

Signed Sealed & delivered In the presence of } Robert Whitaker (Seal)
Richd. W. Brashears. Richd. A. Contee } Alexr. Whitaker (Seal)

And thereupon, on motion of the said William Booke by his attorney aforesaid, it is ruled by the Court here, that the said Alexander Whitaker answer to the declaration aforesaid of the said William Booke in the plea aforesaid, or Judgment by the Court here will be entered against him in default thereof: and the said Alexander Whitaker by his attorney aforesaid, defends the

the force and injury, when, and soforth, 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 William Booke in the plea aforesaid, and to him it is granted: the same day is given to the said William Booke alsd.

At which said second Tuesday of October being the ninth day of the said month, in the year of our Lord one thousand seven hundred and ninety two to which said day the said Alexander Whitaker had leave to imparle, and then to answer to the declaration aforesaid of the said William Booke in the plea aforesaid, comes again into the General Court here, as well the said William Booke by his attorney aforesaid, as the said Alexander Whitaker by his attorney aforesaid: and the said Alexander Whitaker by his attorney aforesaid, as before, defends the force and injury, when, and soforth. and prays an hearing of the writing obligatory aforesaid and also of the condition thereof and to him they are read: which being read and heard the said Alexander Whitaker says that the said William Booke his action aforesaid against him to have or maintain ought not; because he saith that he the said Alexander Whitaker did pay unto the said William Booke the sum of sixty seven Pounds two shillings and three 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, and this he is ready to verify wherefore he prays Judgment if the said William Booke his action aforesaid against him to have or maintain ought and soforth. And the said William Booke by his attorney aforesaid saith that he by any thing by the said Alexander Whitaker above in pleading alleged from having and maintaining his action aforesaid against him ought not to be precluded because he saith that the said Alexander Whitaker did not pay unto him the said William Booke the aforesaid sum of money in the condition aforesaid mentioned with the interest thereon in manner and form as the said Alexander Whitaker above by pleading hath alledged, and this he prays may be enquired of by the Country and the said Alexander in like manner and soforth. Therefore let a Jury thereupon appear before the Court here on the second Tuesday of October next, by whom, and soforth. and who neither and soforth to recognize, and soforth. because as well, and soforth. the same day is given to the said parties then and there, and soforth.

And now at this day, to wit, the said second Tuesday of May being the fourteenth day of the said month, in the year of our Lord one thousand seven hundred and ninety three, comes again into the General Court here, as well the said William Booke by his attorney aforesaid, as the said Alexander Whitaker by his attorney aforesaid, relinquishing the averment aforesaid, above by him pretended, says