Writing obligatory unto him the said Moses did assign, whereof the said Richard then and there had notice; By virtue whereof and also by force of the Act of Assembly in such case made and provided, action hath accrued unto him the said Moses to demand and have of him the said Richard the aforesaid Sum of money. Nevertheless the aforesaid Sum of money the aforesaid Richard to him the said Moses hath not rendered or paid although often required, but the same to him the said Moses to render or pay, he hath altogether refused and doth refuse, to the damage of him the said Moses Seventy pounds — Current Money of Maryland and therefore he brings Suit &c. And he brings into Court here the said Writing obligatory sealed with the seal of the said Richard, which gives sufficient of the debt aforesaid and Assignment aforesaid, in form aforesaid, the date whereof is the day and year aforesaid &c. —

T T Mason for Pltff. John Doe Richard Roe pledges &c. —

And the said Richard comes and defends the force and injury when &c and prays hearing of the said writing obligatory and assignment thereof and he hath it in the words following to wit. —

Know all Men by these presents that we Richard Henderson & David Ross of Prince Georges County for ourselves & partners Owners of the Works at the mouth of Anta Kalitm in Washington County — Maryland are held and firmly bound to James Chapline of Washington County in the full and just Sum of Five hundred pounds Current money), to be paid to the said James Chapline his certain Attorney — Executors Administrators or Assigns; To which payment We bind — ourselves our heirs Executors and Administrators jointly and severally in and for the whole firmly by these presents Sealed with our Seals & dated this nineteenth day of May seventeen hundred and ninety two The Condition of the above Obligation is Such that if the above bound Richard Henderson & David Ross, shall pay or cause to be paid to the said James Chapline his certain Attorney Executors Administrators or Assigns the Sum of Two hundred and fifty pounds Current Money with legal Interest on the same on or before the eighteenth day of May next ensuing then the above obligation to be void otherwise of force Signed Sealed and delivered in the presence } R.d Henderson (Seal)
of Henr Brice R.d Ponsonby. } David Ross — (Seal)

Washington County to wit, For value of him received I do hereby assign and transfer the within Bond to Co.l Moses Hunter of Berkely County (Virginia)

Virginia, Given under my hand and seal this second day of October in the year One thousand seven hundred and ninety two. — James Chapline (Seal)

State of Maryland, Washington County, to wit, James Chapline the obligor within named this day personally appeared before me a Justice of the peace for the County aforesaid and made Oath upon the Holy Evangelists of Almighty God, that he hath received no part of the Sum mentioned in the within obligation, Given under my hand this second day of October in the year one thousand seven hundred and ninety two, Adam Otto.

A Copy of which aforegoing Declaration, Over Assignment and Oath was made and sent with the Writ which issued in the plea aforesaid

At which mentioned second Tuesday of October being the eighth day of the same month Anno Domini seventeen hundred and ninety three and the day of the return of the aforegoing writ comes here into our General Court the aforesaid Moses Hunter Assignee as aforesaid by John Thomson Mason his Attorney aforesaid, And the Sheriff of Washington County to whom the said aforegoing writ was made and directed likewise comes and makes return thereof to the Court here, thus endorsed, to wit. Ne. A Shryock Shff.

Nevertheless the said Richard Henderson by William Pinkney his — Attorney voluntarily comes here into our General Court and defends the force and injury when and forth, And Says that he cannot deny the Action aforesaid of the aforesaid Moses Hunter assignee aforesaid so as aforesaid against him brought, nor but that he owes to the aforesaid Moses Hunter assignee as aforesaid the aforesaid Sum of Five hundred pounds Current Money of Maryland in manner and form aforesaid so as the aforesaid Moses Hunter assignee as aforesaid above against him hath declared. —

Therefore it is considered by the Judges here that the aforesaid Moses Hunter assignee aforesaid recover against the said Richard Henderson as well the Sum of Five hundred pounds Current money of Maryland his debt aforesaid in form aforesaid confessed as also the quantity of Six — hundred and thirty eight pounds of Tobacco by the Court here unto the said Moses Hunter assignee aforesaid on his assent adjudged as well for his Damages sustained by reason 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 Defendant in Mercy &c.

Memorandum Judgment was rendered in this Cause on the twelfth day of October Anno Domini seventeen hundred and ninety three for penalty and Costs of Suit, and the Plaintiff agrees to release the penalty upon the payment of principal Interest and Costs, And agrees to Stay Execution untill October Term next. Test. Jno Gwinn Clk.