sealed here into Court doth bring the date whereof is the same day and year aforesaid the said Edward and Joshua did covenant promise and agree to and with the said Archibald in manner following, to wit, that they the said Edward and Joshua should or would pay or cause to be paid unto the said Archibald or order on demand for value received the just and full sum of fifty pounds thirteen shillings current Money with legal Interest from the date of the said covenant until paid together with all the legal Costs ~~and~~ arising in a certain Action brought in Harford County Court by the said Archibald Campbell against the said Edward Bufsey as in and by the said covenant appears And the said Archibald saith that the aforesaid legal costs of the said Action brought in Harford County Court by the said Archibald against the said Edward amount to the quantity of three hundred and eight pounds of Tobacco, and the said Archibald in fact saith that the said Edward and Joshua (altho often required have not yet paid to him the said Archibald the said sum of fifty pounds thirteen shillings current money with legal Interest from the date of the said covenant or any part thereof according to the form and effect of the said covenant of the said Edward and Joshua so made with the said Archibald in that respect as aforesaid but to pay the same have refused and neglected altogether hitherto contrary to the form and effect of the said Covenant, and the said Archibald further in fact saith that the said Edward and Joshua (although often required) have not yet paid the quantity of three hundred and eight pounds of Tobacco, to wit, the Costs of the Action aforesaid according to the form and effect of the said Covenant of the said Edward and Joshua so made with the said Archibald in that respect as aforesaid but the same to him to pay have altogether refused and neglected contrary to the form and effect of the said Covenant, and so the said Archibald saith, that the said Edward and Joshua (altho often requested have not performed or kept their Covenant so made with him the said Archibald in that respect as aforesaid but have broke it and hitherto wholly have denied and still do deny to perform and keep the same to the damage of the said Archibald One hundred pounds current money of Maryland

(and)

and thereupon he brings Suit and so forth.

Jno. Montgomery atty for Pltff Pledges to Thos. Jno. Doe and Richard Roe.

(Oyer of the Covenant)

We hereby bind and oblige ourselves our heirs executors and administrators to pay or cause to be paid unto Mr. Archibald Campbell his heirs executors Administrators and assigns or order on demand for value received the just and full sum of fifty pounds thirteen shillings current Money with legal Interest from the date hereof until paid, together with all legal Costs Arising from an Action formerly brought in Harford County Court by Archibald Campbell against Edward Bufsey as witness our hands and seals this seventeenth day of October One thousand seven hundred and eighty nine.

Edw.d Bufsey (seal)

Witness present Hy. Hutcheson Joshua Amos (seal)

And on the prayer of the said Archibald Campbell by his attorney aforesaid it was ruled now here by the Court that the said Joshua Amos give special bail to the Action aforesaid and thereupon Benjamin Amos of Harford County aforesaid cometh here into Court in his proper person and doth undertake and become pledge and Bail for the aforesaid Edward Bufsey and Joshua Amos that if it shall happen that they the said Edward Bufsey and Joshua Amos at the Suit of the said Archibald Campbell shall be convicted then the same Benjamin Amos doth grant that all such damages costs and charges which to the aforesaid Archibald Campbell in this part shall be adjudged of his Body Goods or Chattels Lands or Tenements to be made to and for the use of the said Archibald Campbell to be levied if it shall so happen that the said Edward Bufsey and Joshua Amos the Damages Costs and charges aforesaid to the said Archibald Campbell shall not pay or themselves to the prison and custody of the Sheriff of Harford County aforesaid on that Occasion Render. And the said Edward Bufsey and Joshua Amos by Robert Smith their Attorney pray leave to Imparle hereunto until the second Monday in March then Next and they have it and the same day is given to the said Archibald Campbell and so forth. — At which said second Monday in March it being the second Monday in March seventeen hundred and ninety two come again here the parties aforesaid by their said attornies and the said Edward Bufsey and Joshua Amos by their Attorney aforesaid pray leave to Imparle here

(until)