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And the Sheriff of Anne Arundel County to whom the said last aforegoing Writ was made and directed likewise comes and makes return thereof to the Court here, thus endorsed to wit. —

Copi Copy left 9th Sept. Rich.d Harwood Shff.

And the said Thomas Hobbs being called upon appears and at the prayer of the aforesaid Gabriel Duvall Trustee as aforesaid by his Attorney aforesaid the said Thomas Hobbs is adjudged to give special bail to the Action aforesaid Whereupon a certain Nicholas Wathins son of Thomas of Ann Arundel County planter present here in Court in his proper person undertakes for the said Thomas Hobbs that in case the aforesaid Gabriel Duvall Trustee as aforesaid shall recover Judgment against the said Thomas Hobbs in the plea aforesaid or that the said Thomas Hobbs shall be therein legally convict that then the said Thomas Hobbs shall pay the condemnation of the Court thereupon or render his body to the custody of the Sheriff of Anne Arundel County in satisfaction thereof or that he the said Nicholas Wathins will do the same for him, And the said Thomas Hobbs by Richard Ridgely his Attorney comes and defends the force and injury when and so forth And the aforesaid Gabriel Duvall Trustee as aforesaid by his Attorney aforesaid prays that the said Thomas Hobbs may answer to his Declaration aforesaid in the plea aforesaid by the twentieth day of February next, and thereupon it is said to the said Thomas Hobbs that if he doth not answer to the Declaration aforesaid of the aforesaid Gabriel Duvall Trustee as aforesaid by the said Twentieth day of February next, Judgment will be entered against him by default And hereupon the said Thomas Hobbs by his Attorney aforesaid as before defends the force and injury when and so forth; and prays leave of the Court to Imparle — hereunto until the second Tuesday of May next; and he hath it the same day is given to the aforesaid Gabriel Duvall Trustee as aforesaid also. —

At which said second Tuesday of May being the tenth day of the same month in the year of our Lord one thousand seven hundred and ninety six comes again here into our General Court as well the aforesaid Gabriel Duvall Trustee as aforesaid by his — Attorney aforesaid as the aforesaid Thomas Hobbs by his Attorney aforesaid; And the said Thomas Hobbs by his Attorney aforesaid as — before defends the force and injury when and so forth, and prays an

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hearing of the writing obligatory aforesaid and of the Condition thereof which are read unto as follows, to wit. —

Know all Men by these presents that we Thomas Hobbs and Henry Cornelius Hobbs of Anne Arundel County and William Peddicoart and Jasper Peddicoart of Anne Arundel County are held & firmly bound unto Gabriel Duvall, trustee for the sale of the real Estate of John B. Howard, deceased in the full and just sum of fourteen hundred and twenty six pounds thirteen shillings & nine pence Current Money to be paid unto the said Gabriel Duvall Trustee as aforesaid his certain Attorney Executors, Administrators or Assigns; To the which payment well & truly to be made and done we bind ourselves our Heirs Executors & administrators Jointly & Severally firmly by these presents, sealed with our Seals & dated this sixteenth day of July in the year of our Lord One thousand seven hundred and ninety three: — The Condition of the above obligation is such that if the above bound Thomas Hobbs do & shall well and truly pay or cause to be paid unto the said Gabriel Duvall Trustee as aforesaid his certain Attorney Executors Administrators or Assigns the just & full sum of seven hundred & thirteen pounds six shillings & ten pence half penny Current money in manner following to wit, One half thereof with Legal Interest in One year from this date & the residue on or before the sixteenth day of July 1795. with Legal Interest thereon then the above obligation to be void, else to remain in full force & virtue in Law. — which being read and heard the said Thomas, saith that he the said Gabriel his action aforesaid thereof against him the said Thomas to have or maintain ought not, because he saith, that he the said Thomas after the making of the writing obligatory aforesaid, and before the Imputation of the original writ of him, the said Gabriel against him the said Thomas, in this Cause, he the said Thomas did well and truly pay unto the said Gabriel the Just and full sum of seven hundred and thirteen pounds six shillings and ten pence half penny Current money in manner following to wit, One half thereof with legal Interest from the date of the said writing obligatory on the sixteenth day of July seventeen hundred and ninety four, and the residue on the sixteenth day of July seventeen hundred and ninety four 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 the said Thomas is ready to verify; wherefore he prays Judgment if the said Gabriel his Action — aforesaid thereof against him to have or maintain ought and so forth. —

(And,