afterwards he should be thereunto required. Nevertheless the aforesaid John Paul (although often thereunto required) the aforesaid sum of Fourteen hundred and fifty dollars Current Money, to the said Joshua hath not rendered or paid but the same sum of Fourteen hundred and fifty dollars Current Money to the said Joshua hitherto to render or pay he hath altogether refused and still doth refuse Wherefore the said Joshua is the worse and hath Damage to the Value of Fourteen hundred and fifty Dollars Current Money of Maryland and therefore he brings Suit &c.

And the said Joshua brings here into Court the Writing obligatory aforesaid, Sealed with the Seal of the aforesaid John Paul, which the Debt aforesaid in the form aforesaid Witnesseth the date whereof is the day and year aforesaid, and so forth.

R Smith for the Plaintiff } pledges to prosecute } John Doe and Richard Roe.

Oyer of the Writing Obligatory.

Know all Men by these presents that I John Paule of the County of Baltimore and State of Maryland am held and firmly bound unto Joshua Gibson of the County and State aforesaid in the just and full Sum of Fourteen hundred and fifty dollars Current lawfull Money of the State afores.d to which payment well and truly to be made. I bind myself my Heirs Executors and Administrators by these presents Sealed with my Seal and dated this 16th day of May one thousand Seven hundred and ninety four 1794.

Now the Condition of the above obligation is Such if the above bounden John Paule doe pay or cause to be paid unto the above named Joshua Gibson his Heirs Executors Administrators or assigns the just and full Sum of Seven hundred and twenty five dollars lawful Money of the State aforesaid on or before three years from these presents with one year and Six Months Interest then this obligation to be void otherwise to be and remain in full force and virtue in Law.

Witness present. John Paul (Seal)

Josias Penington Loveless Gorsuch Jun.

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 the

(or)

"or Judgment the first Court."

At which mentioned Second Tuesday of May, being the thirteenth day of the said month, in the year of our Lord one thousand eight hundred, and the day of the return of the foregoing writ, comes into the General Court here, the afore Joshua Gibson by Robert Smith his Attorney aforesaid, And the Sheriff of Baltimore County aforesaid, to wit, Cornelius Howard Gist Gentleman, to whom the said foregoing writ was in form aforesaid directed, makes return thereof to the Court here, thus endorsed, to wit.

Cepi Copy left 28th April By. piece & power to L. M.

Cornelius H. Gist, Shff.

And the said John Paul by Luther Martin his Attorney, appears in Court here, And thereupon, on motion of the aforesaid Joshua Gibson by his Attorney aforesaid, It is ruled by the Court here, that the said John Paul give special bail in the plea aforesaid;

Whereupon the said John Paul 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.

Joshua Gibson against John Paul

You Thomas and John Boulden do jointly and Severally acknowledge yourselves Special bail for John Paul at the Suit of Joshua Gibson in an Action of Debt and so forth, brought by the said Joshua Gibson against the said John Paul in the General Court for the Western Shore to be held in the City of Annapolis the Second Tuesday of May Instant, they acknowledge themselves content therewith this first day of May Eighteen hundred.

Acknowledged before Lyde Goodwin Geo. Gould.th Presbury.

I John Paul empower, authorise and appoint Luther Martin Esquire to appear for me in the above Action, Given under my Hand and Seal this first day of May Eighteen hundred.

Witness Thomas Paul. John Paul (Seal)

To the Honorable the Judges of the General Court.

And the said John Paul by his Attorney aforesaid, defends the force and injury when and so forth, and prays leave of the Court here to imparle until the Second Tuesday of October next, and to him it is granted; the same day is given to the aforesaid Joshua Gibson also.

At which said Second Tuesday of October being the fourteenth day of the said month, in the year of our Lord one thousand eight hundred,

(to)