Deputy of him the said Edward to execute the Office of Undersheriff on the
South side of Elk River in Cecil County aforesd and to be the Gaoler of him the
said Edward within the County aforesd during the Term of one year to commence
the fifth day of December then next ensuing the aforesd Jonathan afterwards
to wit the said twenty sixth day of November one thousand seven hundred
and sixty six at Cecil County aforesd in Consideration that the said Peter Lawson
had at the special Instance and Request of the said Jonathan became bound
with the said Daniel Turner last mentioned and with him the said Jona-
-than to the aforesd Edward Mitchell in a certain other writing obligatory in the
Penalty of two thousand pounds current Money with Condition thereto that
if the said Daniel Turner last mentioned during his Continuance in the
said office should truly justly and faithfully execute and perform all process
Warrants and other precepts that should be to him delivered to be served and
due Returns thereof make and should render to the said Edward Mitchell
his certain Attorney Executors Administrators or Assigns at his or their
occasionable lawful Request a true and perfect Account of all and singular
his Lordships the then right Honourable the Lord Proprietary of Maryland
his Quit Rents Fines and Forfeitures and Dues and all the Statesmen
and Officers and private and other Persons Fees Accounts or other De-
-mands whatsoever wherewith the said Daniel Turner last mentioned
should be intrusted or confided and the same should well and truly account
for and pay in like manner as the said Daniel last mentioned should
account for or pay the same without Embezlement or Waste and also in all
other Things touching the said office of Undersheriff and Gaoler should and
would during the said Daniel Turner last mentioned his Continuance
therein act do behave and perform justly and honestly and faithfully to all
persons according to the best of his Judgment Understanding and knowledge
and should and would at all times thereafter safe harmless and indemnify
the said Edward Mitchell his Heirs Executors and Administrators and his
and their Goods and Chattels Lands and Tenements from all and all man-
-ner of Charges Damages Costs and Losses that he or they should suffer or sus-
-tain by means or occasion of any Escape Negligence Misfeazance Nonper-
-formance or Omission of or by the said Daniel Turner last mentioned to be
done committed or suffered in the Execution of the Office of Undersheriff and
Gaoler aforesd that then the Writing obligatory last aforesd should be void and
of none effect upon him self assumed and promised the said Peter that
he the said Jonathan would well and truly indemnify and save harm-
-less the said Peter from all Loss Damages Costs and Charges which he
the said Peter should suffer and sustain by occasion of his becoming
so bound in the Writing obligatory last aforesd And the said Peter in fact
saith that afterwards to wit at a Provincial Court held for this Province
of Maryland at the City of Annapolis in Annarundel County on the third
Tuesday of May one thousand seven hundred and sixty nine he the

said Peter was impleaded by the said Edward Mitchell in an Action of Debt in the
said Provincial Court upon the Writing obligatory last aforesd in which same plea it
was so far proceeded that afterwards to wit at a Provincial Court held for this Province
of Maryland at Annapolis aforesd on the second Tuesday of April one thousand seven hun-
-dred and seventy two the said Edward Mitchell obtained Judgment therein against
him the said Peter for the Sums of Three pounds eleven shillings and eight pence
Sterling and Two hundred and eighty eight Pounds nine shillings and five pence
one farthing Current Money and the Quantity of Six thousand eight hundred
and sixty eight pounds and one half pound of Tobacco and also five thou-
-sand seven hundred and fifty eight pounds of Tobacco Costs of Suit other
than the Sums of three pounds eleven shillings and eight pence Sterling and
two hundred and eighty eight pounds nine shillings and five pence one far-
-thing current money and the Quantities of six thousand eight hundred and
sixty eight pounds and one half pound of Tobacco and five thousand se-
-ven hundred and fifty eight pounds of Tobacco Costs of Suit first before
mentioned By reason of which Premisses last aforesd the said Peter was not on-
-ly obliged to lay out and expend divers large Sums of Money in and about
his Defence in the Plea last aforesd but was constrained to pay the said Edward
Mitchell in and towards Satisfaction of the Judgment last aforesd divers large
Sums of Sterling Money Current Money and Tobacco amounting in the whole
to the Sums of one pound fifteen shillings and ten pence sterling Money Two
hundred pounds current Money and four thousand Pounds of Tobacco
other than the sums of one pound fifteen shillings and ten pence sterling Mo-
-ny Two hundred Pounds current Money and four thousand Pounds of Tobacco
herein before mentioned whereof the said Jonathan afterwards to wit the said
third day of May one thousand seven hundred and seventy two at Cecil County
aforesd had Notice Nevertheless the said Jonathan his several Promisses
and Assumptions aforesd not regarding but minding and fraudulently intend-
-ing the said Peter to deceive and defraud hath not indemnified and saved
harmless the said Peter from the loss Damages Costs and Charges which
he suffered and sustained as aforesd by occasion of his becoming bound in
the writings obligatory aforesd or from any part thereof although that to do he
was afterwards to wit the day and year last aforesd at Cecil County aforesd
he was required but him the said Peter to indemnifie and save harmless
therefrom the said Jonathan hath hitherto refused and still doth refuse
to the Damage of the said Peter one thousand Pounds current Money
and therefore he bringeth Suit and so forth.

James Hollyday.

Pledges and so forth { John Doe and Richd Roe