At which said second Tuesday of April, seventeen hundred and eighty six, came again the parties aforesaid, by their Attorneys aforesaid: Whereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their Attorneys aforesaid, and by order of the Court here thereon was further continued until the second Tuesday in September, then next following. –

At which said second Tuesday of September, seventeen hundred and eighty six; came again the parties aforesaid by their Attorneys aforesaid; and the said William Hayward, by his said Attorney affiled his Declaration in the plea aforesaid, against the said Jacob Gibson in manner and form, following, to wit: Maryland ss. Jacob Gibson late of Talbot County, Gentleman, was summoned to answer unto William Hayward of a plea, that he render unto him the sum of three thousand three hundred and thirty three pounds, six shillings and eight pence current money which to him he owes and unjustly detains &c.

And whereupon the aforesaid William Hayward by Luther Martin his Attorney saith that whereas the said Jacob Gibson on the sixth day of August in the year of our Lord, one thousand seven hundred and seventy two, at the County aforesaid by his certain writing Obligatory, acknowledged himself to be held and firmly bound unto the right Honourable the then Lord Proprietary of the Province of Maryland in the sum of two thousand pounds sterling money, which said sum of sterling money then was, ever since hath been and yet is of the value of three thousand three hundred and thirty three pounds, six shillings and eight pence current money of Maryland, to wit, at the County aforesaid; to be paid to the said Lord Proprietary his Heirs or Successors, whenafterwards he should be required by virtue whereof and of the Act of Assembly in such case made and provided, Action hath accrued to the said William Hayward, to have and demand of him the said Jacob Gibson the aforesaid sum of sterling money, or the sum of current money of Maryland: Nevertheless the aforesaid Jacob Gibson, altho often afterwards thereto required by the said William Hayward the aforesaid of two thousand pounds sterling money, or the aforesaid

sum of three thousand three hundred and thirty three pounds, six shillings and eight pence, current money, or any part thereof, or of either of those sums, hath not paid or satisfied, but the same to him the said William Hayward hitherto to pay or satisfy he hath hitherto utterly refused, & yet doth refuse, to the damage of the said William Hayward in the sum of five thousand pounds current money of Maryland; and thereof he brings suit, &c. – And he brings here into Court the writing Obligatory aforesaid, the date of which is the day and year aforesaid, sealed with the seal of the said Jacob Gibson, which the debt aforesaid, in manner aforesaid, witnesseth and so forth. –

Luther Martin for Pltff. – Pledges of Prosecuting. – Inst. Doc. – Richd. Roc. –

The writing Obligatory whereof mention is made in the Declaration aforesaid, follows in the words following, to wit: Maryland ss. Know all Men by these Presents that we Henry Elbert of Queen Anns County, and Jacob Gibson, James Gibson and William Gerry of Talbot County, in the Province of Maryland, Gentlemen, are held and firmly bound unto the right Honourable the Lord Proprietary of this Province in the full and just sum of two thousand pounds, Sterling money of Great Britain, to be paid to his said Lordship, his Heirs and Successors: To which payment well and truly to be made and done, we bind ourselves and every of us, our and every of our Heirs Executors and Administrators, in the whole and for the whole jointly and severally firmly by these presents, sealed with our seals and dated this sixth day of August in the twentieth year of his Lordships Dominion, &c. Annoque Domini 1772.

The Condition of the above Obligation is such that if the above bound Henry Elbert Administrator of all and singular the Goods, Chattels, Rights and Credits of Ledman Elbert late of Talbot County deceased, do make or cause to be made, a true and perfect Inventory of all and singular the Goods, Chattels and Credits of the said deceased, together with a List of the Debts Sperate and Desperate which have or shall come to the hands, Possession or Knowledge of him the said Henry Elbert or into the Hands, Possession or Knowledge of any other person for him, and the same so made, do exhibit or cause to be exhibited into the Prerogative Court at Annapolis, at or before the sixth day of November next ensuing. And the same Goods, Chattels and Credits, and all other the Goods, Chattels and Credits of the said Deceased, at the time of