each of our heirs, Executors or Administrators, jointly and severally firmly by these presents, sealed with our Seals and dated this twenty second day of November, in the year of our Lord, One thousand seven hundred and eighty five.

The Condition of this Obligation is such, that if the above bound Francis Baker, his Executors, Administrators or Assigns do and shall well and truly pay or cause to be paid unto the paid Thomas Sim Lee his certain Attorney, Executors, Administrators or Assigns the sum of One thousand two hundred and ninety six pounds and eight pence half penny like money on the twenty second day of November next with lawful Interest for the same: Then this Obligation to be void, otherwise shall be and remain in full force and virtue in Law.

On the back of the said writing Obligatory is thus endorsed.

I hereby agree to stay until the 22d. day of November 1789 for the Principal sum mentioned in the within Condition and to receive at the rate of 4 ℔ct. ⅌ Annum for the first year; and at the rate of six ℔ct. ⅌ Ann. for the second year; and at the rate of six ℔ct. ⅌ Ann. for the third year; and at the rate of six ℔ct. ⅌ Ann. for the fourth year, provided the within mentioned Francis Baker and Jeremiah Baker do make punctual payment of the said Interest of four ℔ct. at the expiration of the said first year; and the said 6 ℔ct. ⅌ Ann. at the expiration of the said second year; and the said 6 ℔ct. ⅌ Ann. at the expiration of the said third year; and the whole of the whole of the said principal with six ℔ct. Interest thereon, on the above mentioned 22nd. day November 1789.

Witness my Hand this 22nd. day of November 1785.

(Signed) Thos. S. Lee.

And the Sheriff of the County aforesaid, to whom the aforegoing writ was directed likewise came and made return thereof to the

Court, thus endorsed, to wit. "Cepi. Non est. Arch: Job. Shff."

Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their Attornies aforesaid and by order of the Court here thereon was further continued until the second Tuesday in April then next following.

At which said second Tuesday of April, seventeen hundred and eighty eight, came again the parties aforesaid, by their Attornies aforesaid: And the said Thomas Sim Lee by his Attorney aforesaid prayed that the said Jeremiah Baker to his Declaration aforesaid might answer: whereupon it was ruled by the Court at the prayer of the said Thomas Sim Lee that the said Jeremiah Baker should answer to the Declaration aft. by the second Tuesday in September then next, and it was said to the said Jeremiah Baker that if he should not answer to the Declaration aforesaid by the time aforesaid, Judgment should be rendered against them by default: The same day was given to the said Thomas Sim Lee there, &c. At which said second Tuesday of September, seventeen hundred and eighty eight, came again the parties aforesaid, by their Attornies aforesaid: And the said Jeremiah Baker by his Attorney aforesaid defends the force and injury when, &c. And saith that the said Thomas Sim Lee his Action aforesaid thereof against him to have or maintain ought not, because he saith that at the day and place mentioned in the said Condition he did well and truly pay and discharge to the said Thomas S. Lee, the aforesaid sum of One thousand two hundred and ninety six pounds and three pence half penny current money of Maryland in the Condition of the writing Obligatory aforesaid mentioned, according to the form and effect of the same Condition mentioned, to wit, at the County aforesaid, and this he is ready to verify: Wherefore he prays Judgment if the said Thomas S. Lee his action aforesaid thereof against him to have or maintain ought.