same Writing Obligatory Nevertheless the same Charles (altho often thereto required) the aforesaid sum of Money or any part thereof unto the same Hannah in her life time or unto the same William since the Death of the same Hannah (to which same William Administration of all and Singular the Goods and Chattels Rights & Credits which were of the same Hannah, at the time of her Death with the Testament of the same Hannah annexed since the Death of the same Hannah, to wit, on the day of in the year seventeen hundred eighty & at the County aforesaid, by John Goldsborough, Gentleman, Register of Wills for the County aforesaid duly Commissioned & qualified to whom the Commission of Right did belong in due form of Law was Committed) yet hath not rendered or paid, but the same sum of Money or any part thereof, unto the same Hannah in her life time to render or pay altogether did refuse, & the same sum of money or any part thereof unto the same William since the Death of the same Hannah, to render or pay the same Charles hitherto altogether hath refused & still doth refuse to render or pay the same unto the same William, to the Damage of the same William Five hundred pounds Current Money of Maryland & thereupon he brings Suit &c. And the same William brings here into Court the Letters of Administration aforesaid, with the Testament of the same Hannah annexed which the Commission of the Administration aforesaid in form aforesaid do testify &c. Gust. Scott for the Pltff Pledges &c. John Doe Rich. Roe.

The Writing Obligatory whereof mention is made in the Declaration aforesaid ensues thus, to wit:

Maryland Sc. Know all men by these Presents, that We Charles Eccleston Junr. & Levin Frazier of Dorch. County are held and firmly bound unto Hannah Murray of same County in the full and just sum of Two hundred & sixty Pounds Current Money to be paid to the said Hannah Murray her certain Attorney, Executors Administrators or Assigns. To the which payment well and truly to be made and done we and each of us bind ourselves our Each of our Heirs, Executors, Administrators Jointly and Severally firmly by these Presents. Sealed with our Seals and Dated this fourteenth day of October Anno Domini, one thousand seven hundred and Eighty four. The Condition of the above Obligation is such, That if the above bound Charles Eccleston Junr. & Levin Frazier do and shall well and truly pay unto the said Hannah Murray her Certain Attorney, Executors Administrators or Assigns, the full and just Sum of one hundred & thirty Pounds Current Money with legal Interest for the same then the above Obligation to be void and of none effect else to be and remain in full force and Virtue in Law.

Sealed and Delivered in the Presence of } Charles Eccleston (Seal)
Saml. Pattison. } Levin Frazier (Seal)

At which day to wit, the said second Tuesday of April Anno Domini seventeen hundred and eighty seven being the day of the return of the aforegoing Writ came the said William Maynadier Administrator as aforesaid by Gustavus Scott his Attorney and Thomas Lockerman Sheriff of Dorchester County to whom the same Writ was Directed likewise came and made return thereof to the Court



here thus endorsed, to wit, "Cepi Corpora Tho.s Lockerman Shff."

And the said Charles Eccleston by Robert Goldsborough his Attorney came here into Court and thereupon at the prayer of the said William Maynadier was asked to give Special Bail in the Plea aforesaid whereupon Joseph Eccleston came here into Court before the Judges aforesaid in his Proper Person and became Pledge and Mainpriser for the said Charles Eccleston that if it should happen that Judgment by the Court here for the aforesaid William in the Plea aforesaid against the said Charles Eccleston should be rendered there the said Joseph Eccleston granted that all such Damages Costs and Charges which unto the said William Maynadier Admr. as afd. in this Plaint should by the Court be adjudged of his Lands and Chattels should be made and to the use of the said William Maynadier Admr. as afd. levied if it should happen that the said Charles Eccleston the said Damages Costs and Charges unto the said William Maynadier Admr. as afd. should not pay or his Body in Execution of such Judgment to the Public Prison of Dorchester County aforesaid by that Occasion should not render; whereupon day was given as well to the said William Maynadier Administrator as afd. as to the said Charles Eccleston by the Court here until the second tuesday in September then next following.

At which day, to wit, the said second Tuesday in September here came again as well the said William Maynadier Administrator as aforesaid as the said Charles Eccleston by their Attornies afd. and the said William Maynadier by his Attorney aforesaid prayed that a rule of Court might be made for the said Charles Eccleston Junr. to file his Plea and answer unto the Declaration of him the said William Maynadier by the second Tuesday of April then next following and it was granted unto him whereupon it was said to the said Charles Eccleston that if he did not answer to the Declaration aforesaid by the time aforesaid Judgment should be rendered against him by Default the same day was given to the said William Maynadier there &c.

And now here at this day, to wit the said second Tuesday in April seventeen hundred and eighty eight here come again as well the said William Maynadier by his Attorney aforesaid as the said Charles Eccleston Junr. by his Attorney; And the said Charles Eccleston by his Attorney aforesaid relinquishing the Averment above by him pretended saith that he cannot deny the Action aforesaid of him the said William Maynadier Administrator a afd. so as aforesaid against him brought nor but that the Writing Obligatory afd. is the Deed of him the said Charles Eccleston Junr. nor but that he owes to him the said William Maynadier Administrator as aforesaid the sum of Two hundred and sixty pounds Current money of Maryland in manner and form as the said William Maynadier above against him hath complained; Therefore it is Considered by the Court here that the said William Maynadier Admr. ab afd. do recover against the said Charles Eccleston the Debt aforesaid in form aforesaid acknowledged; as also the Quantity of six hundred and ninety four and three fifths of a pound of Tobacco as well for his Damages which he hath sustained by