pence current money of Maryland to be paid to the said John Shedden when afterwards he should thereunto required & Nevertheless the aforesaid Francis Sellers at the often thereunto required the aforesaid Sum of sixteen hundred & fifty nine pounds ten shillings & two pence current money to the said John Shedden hath not rendered or paid but the same to him hitherto to render or pay he hath altogether refused & still doth refuse wherefore he says he is the worse & hath Damage to the Value of ten pound like Money & therefore he brings Suit &c so forth &c brings here into Court the Writing Obligatory aforesaid Sealed with the seal of the Def.t Francis Sellers which the Debt aforesaid in form aforesaid Witnesseth the Date whereof is the Day & year aforesaid &c so forth. —

Quer. Lethbury for the Pltff. Pledges &c. Jno. Doe & Richd. Roe.

The Writing Obligatory whereof mention is made in the Declaration aforesaid ensues in these words, to wit: Know all men by these Presents that I Francis Sellers am held and firmly bound unto John Shedden of Kent County and State aforesaid Merchant of Caroline County and State of Maryland Merchant, in the full and just sum of sixteen hundred and fifty nine pounds ten shillings & two pence to be paid to the said John Shedden or to his certain Attorney Executors Administrators or Assigns: To which payment well & truly to be made and done I bind myself my Heirs Executors and Administrators firmly by these presents sealed with my seal dated the tenth day of March in the year of our Lord one thousand seven hundred and eighty seven. The Condition of the above Obligation is such that if the above bounden Francis Sellers or his Heirs Executors Administrators or any of them shall and do well and truly pay or cause to be paid unto the above mentioned John Shedden or to his certain Attorney Executors Administrators or Assigns the full and just sum of eight hundred and twenty nine pounds ten shillings and two pence Specie with legal Interest thereon on or before the tenth day of November next without any fraud or Delay then this Obligation to be void and of none effect or else to remain in force and Virtue in Law

Sealed and Delivered in the Presence of
Francis Smyth Senr.
Margt. Smith.

Francis Sellers (Seal)

On the back of the Original Bond was the following endorsement, to wit.

Be it remembered that if the within Bond is paid on or before the tenth of November that no Interest arising thereon is to be paid, otherwise to pay from the Date hereof — As witness my hand this 10th Day of March 1787.

Witnes, Francis Smyth Senr.

John Shedden.

And now here at this day, to wit: The said second Tuesday of April in the year seventeen hundred and eighty eight, being the day of the return of the aforesaid Writ here come the said John Shedden by his Attorney afsd. and the Sheriff of the County aforesaid to whom the same Writ was directed likewise comes and makes return thereof to the Court here thus endorsed, to wit "Execd. Wm. Banches Shff." And the said Francis Sellers comes here into Court in his proper Person and saith that he cannot deny the Action aforesaid of him the said John Shedden so as aforesaid against him brought, nor but that the Writing Obligatory is the Deed of him the said Francis Sellers; nor but that he owes to him the said John Shedden the sum of sixteen hundred and fifty nine pounds ten Shillings and two pence current money of Maryland in manner and form as the said John Shedden above against him hath Complained: Therefore it is Considered by the Court here that the said John Shedden do recover against the said Francis Sellers the Debt afsd. in form afsd. acknowledged; as also the quantity of

pounds of Tobacco as well for his Damages which he hath sustained by occasion of the detention of that Debt as for his Costs and Charges by him about his Suit in this behalf expended; unto the said John Shedden with his assent adjudged. And the said Francis Sellers in mercy &c.

James Earle Clk.

Memorandum Judgment was confessed in this Action for Penalty to be released on the Payment of what shall be awarded Due by Richard Tilghman & John Chew Esquires and if they disagree the Arbitrators to choose a 3rd Person ...

State of Maryland against Daniel Powell Gent.

Be it remembered that on the twentieth day of October Anno Domini seventeen hundred and eighty seven, The State of Maryland by Luther Martin Attorney General of the said State sued out its Writ of Scire facias, the tenor whereof ensues in the following words, to wit. "The State of Maryland