two hundred pounds current money of Maryland and in delay of the execution of the Testament aforesaid and thereupon he brings suit &c — And the aforesaid Edward the Plaintiff bring into Court here the Letters Testamentary aforesaid of the aforesaid Edward deceased whereby it sufficiently appears to the Court here that, that the said Edward the Plaintiff is Executor of the Testament aforesaid & thereupon hath administration &c — Wm. Tilghman — Plaintiff &c John Doe Richard Roe —

The writing obligatory aforesaid mentioned in the aforegoing Declaration ensues as follows, to wit, "Maryland to wit. Know all men by these presents that we Richard Willson & Robert Browne of Queen Anne's County Gentlemen & Thomas Bennett Willson of the same place Physician are held and firmly bound to Edward Tilghman of the same place Gentleman in the sum of four hundred and ninety pounds one shilling & four pence sterling money of Great Brittain to be paid to the said Edward Tilghman his Exrs. Admors or Assigns to which payment well and truly to be made we bind ourselves and our Heirs Exrs and Admors jointly and severally for and in the whole sum firmly by these presents Seale with our Seals and dated this first day of November Anno Domini 1781. — The condition of the above obligation is such that if the above bound Richard Willson, Robert Browne & Thomas Bennett Willson or either of them their or either of their Heirs, Exors or Admors shall pay to the above named Edward Tilghman his Exrs Admors or Assigns the sum of two hundred & forty five pounds and eight pence sterling money of Great Brittain at his or their Dwelling House on or before the tenth day of December next and legal Interest for the same from the Date hereof then the above obligation to be void otherwise of force. —

Seal
Robert Browne (Seal)
Thos. B. Willson (Seal)

Signed sealed & delivered in the presence of us . . . Robert Collet . . . . . .

On the back of the original bond were the following endorsements, to wit —

Received on this Bond Viz 1783 Dollars 23. 3 English Guineas.
May 1st 82 Milled Dollars — Nov: 26. in Silver £117. 0. 10. Comm Cur. all to be discounted at a reasonable Exch: which I am advised is 170 ℔ Ct —
Decr. 14th 84. pd 50 Guineas marked 52. 10. ℔ — day Book 83. L. fol 50. —

At which said second Tuesday of April, in the year One thousand seven hundred and eighty eight, being the day of the return of the aforesaid writ, here came the said Edward Tilghman Executor as aforesaid by his Attorney aforesaid, and the Sheriff of Queen Anne's County aforesaid to whom the said writ was directed also came and made return thereof to the Court here thus endorsed, to wit: "Cepi Jas O'Bryan Sheriff" —

And thereupon came here into Court the said Thomas Bennett Willson by James Tilghman his Attorney, and the said Thomas by his said Attorney filed in Court here the following Bail Piece, to wit — "Edward Tilghman Executor of Edward Tilghman Plaintiff against Thomas Bennett Willson Defendt — You Richard Bennett Comegys Carpenter and you Capt. Edward Hall do jointly & severally acknowledge yourselves Special Bail for the said Thomas Bennett Willson at the suit of the said Edward Tilghman Executor of Edward Tilghman in an action of Debt brought by the said Edward Tilghman Executor of the said Edward Tilghman against the said Thomas Bennett Willson in the General Court. They acknowledge themselves to be content therewith this tenth day of April Seventeen hundred & eighty eight

To the Honourable the Judges of the General Court — } before Clem Sewell Jr Clayland.

I appoint Jas. Tilghman Esq. my Attorney in the above action Thos. B. Willson.

And the said Thomas by his Attorney aforesaid defended the wrong & injury when and so forth, and prayed liberty of imparling therein until the second Tuesday of September then next, and it was granted unto him, the same day was given to the said Edward Tilghman Exor aforesaid then and so forth —

At which day, to wit The said second Tuesday of September, in the year Seventeen hundred and eighty eight, here came again the parties aforesaid by their Attorneys aforesaid, whereupon at the prayer of the said Plaintiff it was ruled by the Court here, that the said Defendant should file his Plea and answer to the Declaration aforesaid by the second Tuesday of April then next or that Judgment should be rendered against him by default. The same day was also given to the said Plaintiff then and so forth. —

And now here at this day, to wit, the said second Tuesday of April in the year of our Lord, one thousand seven hundred and eighty nine, come again the parties aforesaid by their Attorneys aforesaid, and the said Thomas Bennett Willson by his Attorney aforesaid, defends the wrong and injury when and so forth, and says that he cannot gainsay the action of the said Edward Tilghman Executor aforesaid, nor can he deny but that the writing Obligatory aforesaid is the Deed of him the said Thomas Bennett Willson, nor but that he detains from the said Edward Exor &c the aforesaid sum of eight hundred and fifty seven pounds twelve shillings and four pence current money, in manner and form as the said Edward Tilghman against him hath complained: Therefore it is considered by the Court here that the said