eighty eight, here came again the aſd Parties by their Attorneys aſd, and thereupon the proceſs of and upon the premises between the Parties aſd, with the consent of the said Parties and their Attorneys aſd and by order of the Court here thereon was further continued until the Second Tuesday of April then next following.—

And now here at this day, to wit, The said second Tuesday of April in the year One thousand Seven hundred and eighty nine, come again the said Parties by their Attorneys aſd, and the said Jeremiah & Robert Lloyd Administrators as aſd by their Attorney aſd affile their Declaration in the Plea aſd against the said Benjamin Benny, which issues in manner and form following, to wit — "Benjamin Benny late of Talbot County Planter was summoned to answer unto Jeremiah Nicols and Robert Lloyd Nicols Administrators of all and singular the Goods and Chattels Rights and Credits of Deborah Nicols deceased who died intestate of a plea that he render unto them two hundred pounds current money of Maryland which from them he unjustly detains and so forth —

And whereupon the said Jeremiah and Robert Lloyd by William Hayward their Attorney say that whereas the said Benjamin in his life time to wit the tenth day of January in the year of our Lord Seventeen hundred and eighty six, at Talbot County aſd by his certain writing obligatory which the said Jeremiah and Robert Lloyd with the seal of the said Benjamin sealed here into Court do bring the date whereof is the same day and year aſd acknowledged himself to be held and firmly bound unto the said Deborah in her lifetime in the said sum of two hundred pounds to be paid unto the said Deborah when he the said Benjamin should be thereto afterwards requested. Nevertheless the said Benjamin tho' often requested the said sum of Money unto the said Deborah in her life time or to the said Jeremiah & Robert Lloyd or either of them since the death of the said Deborah hath not paid (to which said Jeremiah and Robert Lloyd Administrators of all and singular the Goods & Chattels Rights and Credits which were of the said Deborah at the time of her death, after her death to wit on the day of in the year of our Lord Seventeen hundred and at Talbot County aſd by

in due form of Law was committed) but the same to the said Deborah in her lifetime to pay the said Benjamin refused and the same to the said Jeremiah & Robert Lloyd since the death of the said Deborah the said Benjamin hither hath refused and

still doth refuse whereupon the said Jeremiah and Robert Lloyd say they are injured and have damage to the value of One hundred pounds current money of Maryland and thereupon they bring Suit &c so forth, and they bring here into Court the Letters of Admon. aſd so as aſd in form aſd to them committed &c. J. Doe } Pledges of Pros. J. Roe }

Wm. Hayward for Plf. —

The writing Obligatory aſd issues in manner and form following, to wit —

Know all men by these Presents that we Benjamin Benny and Thomas Spry Morgan are held and firmly bound unto Deborah Nicols in the sum of two hundred pounds to be paid to the said Deborah Nicols her certain Attorney Executors, Administrators or Assigns. To which payment well and truly to be made and done, we bind ourselves and each of us each of our Heirs, Executors and Administrators jointly and severally firmly by these presents Sealed with our Seals and dated this ~~tenth~~ 10th. Jan.y 1786. The Condition of the above obligation is such that if the above bound Benjamin Benny & Thomas Spry Morgan their Heirs, Executors, and Administrators, do and shall well and truly pay unto Deborah Nicols her certain Attorney, Executors, Administrators or Assigns the full and just sum of one hundred pounds hard Money, then the above obligation to be void, else to be in full force and virtue in Law. —

Benjamin Benny (Seal)
Thos. Spry Morgan (Seal)

Sealed and delivered in presence Jeremiah Banning Junr." } —

On the back of the Original Bond was thus endorsed, to wit — "Be it remembered that Suit is not — commence on the with Bond untill the expiration of six years that at the same time Benjamin Benny (will do what is in his Power) to pay annually towards the discharge —

Robt. Lloyd Nicols for Deborah Nicols —

Jeremiah Banning Junr." —

And the said Benjamin Benny by his Attorney aſd defends the force and injury when and so forth, and says that he cannot gainsay the Action aſd of them the said Jeremiah Nicols and Robert Lloyd Nicols Admors as aſd, nor can he deny but that the writing obligatory aſd is the deed of him the said Benjamin Benny, nor but that he detains from the said Jeremiah and Robert Lloyd Administrators as aſd the aforesaid sum of two hundred pounds current money in manner and form as the said Jeremiah and Robert Lloyd Administrators as aforesaid against him have declared: Therefore it is considered by the Court here that the said Jeremiah Nicols and Robert Lloyd Nicols Administrators as aſd do recover against