refused and still doth refuse whereupon the said Robert doth say he is injured and hath damage
to the value of two hundred pounds current money of Maryland and thereupon he brings suit &c

Mr. Hargrave for Pltff. I. Dec. R. Rec. pledges &c

the writing Obligatory whereof mention is made in the aforegoing Declaration is as follows
viz. Know all men by these presents that I Josiah Sterling of Somerset County in the State
of Maryland am held and firmly bound unto Robert Williams, of Caroline County, and State
aforesaid in the just and full sum of eight hundred and fifty pounds Specie half Johannes
at three pounds each, Silver dollars at seven shillings and six pence each or other Gold or
Silver of like value to be paid unto the said Robert Williams his Heirs Executors Administrators or Assigns, to which payment well and truly to be made and done I bind myself my heirs Executors Administrators firmly by these presents Sealed with my seal and dated this eighth day of March in the year of our Lord one thousand seven hundred and eighty eight. 1788.

The Condition of the above Obligation is such that if the above bound Josiah Sterling his heirs Executors Administrators do well and truly pay or cause to be paid unto the above mentioned Robert Williams, his heirs Executors Administrators or Assigns the just and full sum of four hundred and twenty five pounds in Gold or Silver Specie full weight half Johannes at three pounds each dollars seven shillings and six pence each or other Gold or Silver of like value with legal Interest from the date hereof then the above Obligation to be void or else to be and remain in full force and virtue. £425

Sealed and Delivered
in presence of
Jos. Anthony his X mark Rasp
Jos. Edward Rasp

Josiah Sterling (Seal)

Another Back of the aforesaid Bond was there exhibited to wit.

March 8th 1788. this Bond was given in part payment of the sum of six hundred and twenty five pounds it being the same given by Josiah Sterling to Robert Williams for four hundred and thirteen acres of Land that the said Robert bought of Zephaniah Pollock and Lidia his wife near Marshy Hope Bridge, November 25th 1788. Received of Mr. Josiah Sterling the sum of eighty pounds fifteen shillings for Interest and part principle of the within bond.

a Copy of which aforegoing Declaration and Bond was made and dealt with the suit in the plea aforesaid, At which said second Tuesday of September in the year of our Lord one thousand seven hundred and eighty nine, being the day for the return of the aforegoing writ came the said Robert Williams by his attorney aforesaid, and the sheriff of the County aforesaid, to whom the same writ was directed; likewise came and made return thereof to the Court here then endorsed, to wit, "Capi. John Leatherbury Sheriff." And the said Josiah Sterling by Gustavus Scott, his attorney came here into Court, and thereupon the said Josiah Sterling at the prayer of the said Robert Williams, was ruled to give special Bail to the plea &c. whereupon the said Josiah Sterling by his attorney aforesaid offered in Court the following bail, viz. Robert Williams against Josiah Sterling Somerset County, you shall be Levy and Levy Kiziah do jointly and severally acknowledge yourselves special bail for the said Josiah Sterling at the suit of the said Robert Williams in an action of debt brought by the said Robert Williams against the said Josiah Sterling in the General Court they acknowledge themselves to be Bound thereunto this 27th day of August 1789.

Geo: Waters, William Stevens,

To the Honorable the Judges of the General Court. — Thereupon further process &c
and upon the premises aforesaid between the parties aforesaid, by Consent of the said

parties and their attorneys aforesaid and by order of the Court here thereon was Continued until the
second Tuesday of April next following. At which said second Tuesday of April in the year of our Lord
one thousand seven hundred and ninety, came the parties aforesaid by their attorneys aforesaid, and the said
Robert Williams, by his attorney aforesaid prays leave of Court to amend the plea aforesaid of
Josiah Sterling, to file his plea and answer to the Declaration aforesaid against him the aforesaid Robert
Williams, at the next September Term, and it was granted unto him, thereupon further process
of and upon the premises aforesaid between the parties aforesaid, by Consent of the said parties &
their attorneys aforesaid and by order of the Court here thereon was Continued until the second
Tuesday of September then next following. At which said Tuesday in September in the year
of our Lord one thousand seven hundred and ninety, came here again the parties aforesaid by their attorneys aforesaid and the
aforesaid Josiah Sterling by his attorney aforesaid, defended the force and injury when &c. and offered
his plea in answer to the declaration aforesaid against the said Robert Williams which he answered
follows to wit and the same Josiah by Gustavus Scott his attorney comes and defends the force and
injury when &c. and prays oyer of the writing Obligatory aforesaid and hath it in the words and
figures following to wit, which being read and heard he also prays oyer of the condition of the
same writing and he hath it the words following to wit, which being read and heard the same
Josiah saith that the said Robert his action aforesaid thereof against him to have or maintain
ought not because he saith that before the exhibition of the Original writ in this Cause to wit
on the eighth day of March in the year of our Lord one thousand seven hundred and eighty eight at Somerset County
aforesaid he paid to the said Robert the aforesaid sum of money in the condition of
the specified according to the form and effect of the condition aforesaid and that he is ready to verify
whereof he prays Judgment whether the said Robert his action aforesaid thereof against him
to have or maintain ought &c. Gust. Scott for Deft. thereupon further process of and
upon the premises aforesaid between the parties aforesaid, before and of the said parties and their attorneys
aforesaid and by order of the Court here thereon was 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 of our Lord one thousand seven hundred and ninety one, come again the parties aforesaid by their attorneys aforesaid
Nevertheless the said Josiah Sterling by his attorney aforesaid relinquishing the argument of every
thing pretended by said Plea that he cannot deny the action aforesaid against the said Robert Williams, to
the aforesaid against him brought, nor but that he owes to the said Robert Williams the
aforesaid sum of eight hundred and fifty pounds current money in manner and form as
the aforesaid Robert Williams also against him hath declared. Therefore it is considered
by the Judges here that the said Robert Williams do recover against the said Josiah Sterling
as well the sum of eight hundred and fifty pounds current money his debt aforesaid, as
also the quantity of six hundred and twenty nine pounds of Tobacco by the Court here with
him on his account adjudged as well for his damages sustained by means of detaining that debt
as for his Costs and Charges by him about his suit in this behalf laid out and expended
and that the said Josiah Sterling be in mercy &c. James Earle Clk.

Judgment was rendered in this action on the twentieth day of April anno Domini 1791
for principal and costs to be levied on payment of the principal Interest and costs, payment if
any to be allowed. Stay of execution till next Term.