further proceed therein as to justice appertaining and do further, thereof fail not at your peril and have you then and there this writ witness the Honorable Robert Harper Harrison Esquire, chief Judge of our said Court this 8th day of May anno Domini 1789. Issued the 31st of July anno Domini 1789. Test. James Earle Clk

Thereupon it is considered by the Court here that the writ aforesaid be allowed and that the Records and proceedings in the plea aforesaid between the said parties be transmitted to the Judges therein named together with the cause of his Capition and detention and all things thereto relating as by the same writ is directed and commanded.

James R. Morris Clk

Worcester County Sc. State of Maryland, to wit, I hereby certify that the foregoing is a true Transcript from the Records and proceedings of Worcester County Court.

Seal of Wor. Cty.

In Testimony whereof I have hereto set my hand and affixed the seal of my office this thirty first day of August 1789.

James R. Morris Clk of Wor. Cty

Know all men by these presents that I Moses Chaille of Worcester County in the State of Maryland are held and firmly bound unto Joshua Townsend of the county and State aforesaid in the full and just sum of four hundred pounds Current money of Maryland to be paid unto the said Joshua Townsend, his heirs Executors Administrators or assigns for which Payment well and truly to be made and done I bind myself my heirs Executors and Administrators in and for the whole firmly by these presents sealed with my seal and dated the twelfth day of December anno Domini seventeen hundred and eighty seven. The condition of the above Obligation is such that if the above bound Moses Chaille his heirs executors or Administrators do well and truly pay or cause to be paid unto the said Joshua Townsend his heirs executors, administrators or assigns the full and just sum of two hundred pounds Current money of Maryland on demand with legal Interest for the same until paid otherwise to be and remain in full force power and virtue in law.

Signed sealed and delivered in presence of
Levi Gunnell,

Moses Chaille (Seal)

on the back of the Original bond of which the above is a copy were the following endorsements Viz.

1787. December 10th Mr Moses Chaille To Joshua Townsend Dr

To Balance due me on store book	2 pr. 5. 1½
To your assessment for the year 1784 87	12. 6. 4
To Expences and summoning sundry persons with Sheriffs fees due me this day as per settlement signed this day	132. 8. 6½
	£ 200 - 0 - 0

Loving Friend Mr Joh.n Townsend

December the 13th 1787 Came Joshua Townsend and made oath that he hath not received any part parcel satisfaction for the within bond to the best of his knowledge, before Wm Handy.

I Joshua Townsend, do hereby assign over all his right title claim and interest unto the within Bond against Moses Chaille, unto Levi James Martin, his heirs and assigns for value received as witness my hand and seal the 13th day of December 1787. Joshua Townsend (Seal)

Test. Wm Handy

Seal of Worcester County Court

In Testimony that the foregoing is a true copy of a bond with the endorsements thereon on which a suit was brought by James Martin assignee of Joshua Townsend against Moses Chaille the proceedings therein are above endorsed, I have hereto set my hand and affixed the seal of my office this 31st day of August anno Domini 1789.

James R. Morris Clk Wor. Cty Clk

Thereupon further process of and upon the premises aforesaid between the parties by Consent of the said parties and their attorneys aforesaid and by order of the Court here therein was further Continued until the second Tuesday in April then next following. At which said second Tuesday in April to wit, in the year seventeen hundred and ninety came again the parties aforesaid by their attorneys aforesaid and the said James Martin assignee by his attorney aforesaid prayed that the said Moses Chaille might be ruled to file his plea in answer to the declaration of the said James Martin assignee aforesaid, on or before the second Tuesday of September then next following or that Judgment on default thereof against the said Moses Chaille might be rendered and it was granted unto him the same day was given to the said James Martin assignee aforesaid there &c. At which said second Tuesday in September to wit, in the year seventeen hundred and ninety came here again the parties aforesaid by their attorneys aforesaid and the said Moses Chaille by his attorney aforesaid offered his plea in answer to the declaration aforesaid against him the said James Martin assignee as aforesaid, which here answer as follows to wit, And the said Moses by William Hayward his attorney comes and defends the force and injury when and wherefore and said that the Declaration against aforesaid, made and declared, and the matter therein contained are not sufficient in law for the said James to have or maintain his said action against him the said Moses and that the said Moses hath no need, nor is he obliged by the law of the land to answer the said declaration in manner and form aforesaid made and declared, and this he is ready to verify wherefore for want of a sufficient declaration in this behalf the said Moses prays the Judgment and the said James may be barred from having his said action against him the said Moses and wherefore Wm Hayward for deft and the said Moses Chaille by his attorney aforesaid prayed that the said James Martin assignee aforesaid, to this plea aforesaid might reply, whereupon it was ruled by the Court here at the request of the said Moses Chaille that the said James Martin assignee aforesaid should reply to the plea aforesaid of the said Moses Chaille by the second Tuesday in April then next or that Judgment by default thereof against the said James Martin assignee aforesaid should be rendered, the same day was given to the said Moses Chaille there &c. And now here on this day to wit, the second Tuesday in April in the year seventeen hundred and ninety Nine came here again the parties aforesaid by their attorneys aforesaid and the said Moses Chaille by his attorney aforesaid relinquishes the argument by him above pretended saith that he cannot gainsay that the action of the said James Martin assignee &c. as aforesaid against him brought, nor face hedging that the writing Obligatory &c. is the deed of him the said Moses Chaille nor that he owes unto the said James Martin, the aforesaid sum of four hundred pounds Current money, in the writing Obligatory aforesaid mentioned, in manner and form as the said James Martin assignee aforesaid, against him has complained. Therefore it is considered by the Court here that the said James Martin assignee aforesaid do recover against the said Moses Chaille his