should be thereunto required, and the aforesaid Richard Gresham Smyth in fact saith that the said sum of eight hundred and sixty pounds Specie at the time of making the writing obligatory aforesaid was and always hitherto hath been and now is of the Value of eight hundred and sixty pounds current money of Maryland, to wit, at Kent County aforesaid: Nevertheless the aforesaid James Glanville (altho' often thereunto required) the aforesaid sum of eight hundred and sixty pounds Specie, or the Value thereof to him the said Richard Gresham Smyth hath not rendered or paid, but the same sum of money or the Value thereof hitherto to render or pay he hath altogether refused and still doth refuse, wherefore he saith he is the worse and hath Damage to the Value of one hundred pounds pounds current money of Maryland, and therefore he brings suit and soforth, and brings here into Court the writing obligatory aforesaid, sealed with the seal of him the said James Glanville which the Debt aforesaid in form aforesaid witnesseth whose date is the day and year aforesaid and soforth... Pere Lethbury for the Pltff. filedes &c soforth. John Doe & Richard Roe.

The writing obligatory whereof mention is made in the Declaration aforesaid ensues in the following words, to wit: KNOW all men by these presents that I James Glanville of Kent County in Maryland am held and firmly bound unto Richard Gresham Smyth of Kent County in Maryland in the full and just sum of eight hundred and sixty pounds Specie to be paid unto the said Richard Gresham Smyth, his certain Attorney, Executors, Admrs or Assigns: to which payment well and truly to be made and done, I bind myself my heirs, Exors and Admrs firmly by these presents, sealed with my seal and dated this fourth day of June one thousand seven hundred and eighty two... The Condition of the above obligation is such that if the above bound James Glanville his heirs, Exors or Admrs do and shall well and truly pay or cause to be paid unto the said Richard Gresham Smyth, his certain Attorney, Exors, Admrs or Assigns, the just and full sum of four hundred and thirty pounds Specie at or upon the first day of June one thousand seven hundred and eighty eight ensuing the date hereof with legal Interest for the same, then the above obligation to be void else to remain in full force and Vertue in Law...

Signed, sealed and delivered in the presence of Richard Miller, George Manhant } James Glanville (seal)

On the back of the original Bond, was thereon endorsed, to wit—

I promise to be answerable unto Mr Anderson for the Amount of the within Bond provided at the time it becomes due, there should not be estate enough of Mr Glanville to pay it, and that every proper and legal methods are taken to obtain a payment of it— Richard G. Smyth...

And the aforesaid Richard G. Smyth by his Attorney aforesaid prays that a rule of Court be made for the aforesaid James Glanville to file his plea and answer to the Declaration aforesaid of the said Richard G. Smyth at the next September Term, and it was granted unto him. And thereupon further proceeds of 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 further continued until the second Tuesday of September then next following. At which said day, to wit the second Tuesday of September seventeen hundred and eighty nine came again the parties aforesaid by their Attorneys aforesaid and it was said to the said James Glanville that he should answer to the Declaration of the said Richard G. Smyth by the second Tuesday of April then next following, and it was said to the said James Glanville that if he should not answer to the Declaration aforesaid by the day aforesaid, Judgment should be rendered against him by Default; the same day was given to the said Richard G. Smyth there and soforth... At which said day, to wit, the second Tuesday of April seventeen hundred and ninety come again the Parties aforesaid by their Attorneys aforesaid, and the said James Glanville by his Attorney aforesaid defends the force and injury when and soforth, and saith that he can not gainsay the Action aforesaid of the said Richard G. Smyth nor can he deny but that the writing obligatory aforesaid is the Deed of him the said James Glanville, nor but that he owes unto the said Richard G. Smyth the aforesaid sum of eight hundred and sixty pounds current money, in manner and form as the said Richard G. Smyth above against him hath complained. Therefore it is considered by the Court here, that the said Richard G. Smyth do recover against the said James Glanville his Debt aforesaid in form aforesaid acknowledged: as also the Quantity of five hundred and thirty one pounds of Tobacco, as well for his Damages which he hath sustained by reason of the Detention of that Debt, as for his Costs and Charges by him about his Suit in this behalf expended unto the same Richard G. Smyth by the Court here with his Assent adjudged &c. And the said James Glanville in mercy &c.

James Carr Clk.

Judgment was confessed in this Action on the fifteenth day of April seventeen hundred and ninety for Penalty and Costs