April Term 1790...

Wm. Tilghman for the Pltff. pledges &c.: John Doe, Richard Roe...

The writing obligatory whereof mention is made in the Declaration aforesaid ensues in following words and figures, to wit: KNOW all men by these presents that we Turbutt Wright of Kent County and State of Maryland Attorney at Law, and James OBryon and Robert Walters of Queen Annes County and State aforesaid, Gentlemen, are held and firmly bound unto George Vansant Mann of Kent County and State aforesaid Merchant in the gist and full sum of eleven hundred and fifty nine pounds fifteen shillings Gold or Silver, to be paid to the said George Vansant Mann or to his certain Attorney, Exors, Admrs or Assigns; to the which payment well and truly to be made and done, we bind ourselves, our and every of our Heirs, Exors and Admrs, jointly and severally for and in the whole sum firmly by these presents, sealed with our seals and dated this sixteenth day of May one thousand seven hundred and eighty six - 1786. The Condition of the above obligation is such, that if the above bounden Turbutt Wright, James OBryon and Robert Walters or their Heirs, Exors and Admrs or any of them shall and do well and truly pay or cause to be paid unto the above named George Vansant Mann, his certain Attorney, Admrs or Assigns the gist and full sum of five hundred and seventy nine pounds seventeen shillings and six pence like money as aforesaid; that is to say, two hundred and eighty nine pounds eighteen shillings and nine pence on the tenth day of October which shall be in the year of our Lord one thousand seven hundred and eighty six; and two hundred and eighty nine pounds eighteen shillings and nine pence, on the tenth day of October which shall be in the year of our Lord one thousand seven hundred and eighty seven with lawful Interest thereon without any fraud or further delay, then the above obligation to be void and of none effect, otherwise to be and remain in full force and Vertue in Law -

Signed, sealed & delivered in the presence of Mr. Thomas, George Tiller } Turbutt Wright (Seal) Jas. OBryon (Seal) Robt. Walters (Seal)

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

Kent County Sct. On the nineteenth day of June Anno Domini 1786. George

Vansant Mann the obligee within named personally appeared before me one of the Justices of the peace for Kent County aforesaid, and being sworn on the Holy Evangels, declare that he hath received no part or parcel of the money due on the within obligation nor any thing else in security or satisfaction for the same - Witness my hand the day and year above written - Sworn before

James Claypoole

For value received, I hereby assign, transfer and set over the within Bond and all my Right, Title and Interest to the same to Abel James and Henry Deinker of the City of Philadelphia Merchants - Witness my hand and seal this nineteenth day of June Anno Domini 1786

Sealed & delivered in the presence of Jas. Claypoole - April 16th 1788 - 6l Cash ..... £95..2..11 } Geo: V. Mann (Seal)

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 next following... And now here at this day to wit, the second Tuesday of September seventeen hundred and eighty nine, came again the parties aforesaid by their Attorneys aforesaid, and the aforesaid James and Drinker by their Attorney aforesaid, prayed that a rule of Court be made for the said Turbut to file his plea and answer to the Declaration aforesaid of them the said James and Drinker at the next April Term, and it was granted unto them. 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 April then next following - At which said second Tuesday of April seventeen hundred and ninety, came again the parties aforesaid by their Attorneys aforesaid, and the said Turbutt by his Attorney aforesaid defends the force and injury when and so forth, and saith that he cannot gainsay the Action aforesaid of the said James and Drinker, nor can he deny but that the writing obligatory aforesaid is the Deed of him the said Turbutt, nor but he owes unto the said James, the aforesaid sum of eleven hundred and fifty nine pounds fifteen shillings current money in manner and form as the said James and Drinker above against him have complained; therefore it is considered by the Court here, that the said James and Drinker do recover against the said