thereunto required - Nevertheless the same John Mitchell the Testator in his lifetime, nor the same John Mitchell, Cyrus Mitchell and James Mitchell the Exors, nor either of them tho' thereto often required the aforesaid sum of money or any part thereof unto the same Peter have not rendered or paid, but the same to render or pay, the same John Mitchell the Testator in his lifetime always did refuse, and the same John Mitchell, Cyrus Mitchell and James Brattin the Exors and each and every of them hath refused to pay the same and still do refuse and unjustly detain the same.. Wherefore the same Peter saith he is the worse and hath damage to the value of three hundred pounds current money of Maryland, whereupon he brings suit &c.

Geo. Scott Pledges &c. John Doe, Richard Roe -

The writing obligatory whereof mention is made in the Declaration aforesaid follows in the words following, to wit; KNOW all men by these presents that I John Mitchell of Sussex County in the State of Delaware am held and firmly bound unto Peter Fostman in the full and just sum of one hundred and ninety five pounds fourteen shillings Specie, to be paid unto the said Peter Fostman, his Heirs, Exors, Admrs or Assigns; to the which which payment well and truly to be made and done, I bind myself, my Heirs, Exors and Admrs in and for the whole firmly by these presents, sealed with my seal and dated this twenty third day of June seventeen hundred and eighty five - The Condition of the above obligation is such, that if the above bound John Mitchell, his Heirs, Exors or Admrs do pay or cause to be paid unto the said Peter Fostman, his Heirs, Exors, Admrs or Assigns the just and full sum of ninety seven pounds seventeen shillings Specie with Legal Interest for the same, then the above obligation to be void, else to remain in full force -

Sealed and delivered in presence of } John Mitchell (Seal)
John Bloodsworth, G. Maggaman }

On the back of the original Bond was the following endorsement, to wit:

June 20th 1788. Then came before me the subscriber one of the Justices of the Peace for Somerset County George Maggaman and made oath that the within

Bond came to his possession on the day of the date of the same, and that he has not received any Security, Satisfaction or Payment for the Contents of the within Bond to the best of his knowledge, nor does he believe that the within named Peter Fostman was received any Payment, Security or Satisfaction for the same, and that the within named John Michell before his death told the said George Maggaman that he had not given any Security or Satisfaction or made any payment on the within Bond to the said Peter Fostman - Sworn Before

Henry Jackson

At which said second Tuesday of April seventeen hundred and eighty nine, being the day of the return of the aforegoing Writ, came the Peter by his Attorney aforesaid, and the Sheriff of Somerset County to whom the same Writ was directed likewise came and made return thereof to the Court here thus endorsed, to wit "Cepi Corpora" John Leatherbury Shff. Thereupon further process 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 second Tuesday of September seventeen hundred and eighty nine, came again the parties aforesaid by their Attorneys aforesaid, and the said Peter by his Attorney aforesaid prayed that a rule of Court be made for the said John, Cyrus and James to file their plea and answer to the Declaration aforesaid of him the said Peter at the next April Term, and it was granted unto him - Thereupon further process of and upon the parties 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... And now here at this day, to wit, the second Tuesday of April seventeen hundred and ninety, come again the parties aforesaid by their Attorneys aforesaid, and the said John, Cyrus and James by their Attorney aforesaid further defended the force and injury when and so forth, and saith that they cannot gainsay the Action aforesaid of the said Peter, nor can they deny but that the writing obligatory aforesaid