thousand seven hundred and eighty six – The Condition of the above obligation is such, that if the above bounden Lambert Hyland, his Heirs, Exors, Admrs or any of them shall and do well and truly pay or cause to be paid unto the above mentioned Throwgood Smith and William Morton, or to their certain Attorney, Exors, Admrs or Assigns, the full and just sum of four hundred and forty four pounds nineteen shillings and three pence in Gold or Silver coin, at its present passing value, on or before the twentieth day of July next ensuing without any fraud or delay, then this obligation to be void and of none effect, or else to remain in force and virtue in Law –

Sealed and delivered in the presence of } Lamt. Hyland (seal)
Andw. Buchanan Isaac Smith –

At which said second Tuesday of April seventeen hundred and eighty nine, being the day of the return of the aforegoing Writ, came the said Smith and Morton by their 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 John Leatherbury Shff – And the said Lambert by William Hayward his Attorney came here into Court, and thereupon at the prayer of the said Smith and Morton, the said Lambert was ruled to give Special Bail in the plea aforesaid; whereupon the said Lambert by his Attorney aforesaid filed in Court here the following Bail Piece, to wit:

Throwgood Smith & William Morton vs Lambert Hyland } You John Done and Thomas Jones do jointly and severally acknowledge yourselves Special Bail for the said Lambert Hyland in an Action of Debt brought by the said Throwgood Smith and William Morton against the said Lambert Hyland in the General Court – They acknowledge themselves to be content therewith this 11th day of April – 1789. Before Henry Jackson, Gillis Polk –

To the Honorable the Judges of the General Court – 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 following –

At which said second Tuesday of September seventeen hundred and eighty

nine, came again the parties aforesaid by their Attorneys aforesaid. 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 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 Lambert by his Attorney aforesaid, further defends the force and injury when and wherefore, and saith that he cannot gainsay the Action aforesaid of the said Smith and Morton, nor can he deny but that the writing obligatory aforesaid is the Deed of him the said Lambert, nor but that he owes unto the said Smith and Morton the sum of eight hundred and eighty nine pounds eighteen shillings and six pence current money in manner and form as the said Smith and Morton above against him have complained: Therefore it is considered by the Court here, that the said Smith and Morton do recover against the said Lambert their Debt aforesaid in form aforesaid acknowledged; as also the Quantity of five hundred and ten and one fifth of a pound of Tobacco, as well for their Damages which they have sustained by occasion of the detention of that Debt, as for their Costs and Charges by them about their suit, in this behalf expended unto the same Smith and Morton by the Court here with their assent adjudged pt. and the said Lambert Hyland in mercy pt.

James Earle Clk.

Judgment was confessed in this Action on the sixteenth day of April seventeen hundred and ninety, for penalty and Costs; to be released on payment of Principal, Interest and Costs. Stay of Execution till September Term then next following –

Throwgood Smith & William Morton vs Lambert Hyland } Be it remembered that on the twenty eighth day of February seventeen hundred and eighty nine, Command was given to the Sheriff of Somerset County, that he should take Lambert Hyland of Somerset County Gentleman if he should be found in his Bailiwick, and him safe keep, so that he might