them the sum of two hundred and twenty eight pounds thirteen shillings and eleven pence current money, which to them he owes and unjustly detains &c. and that thereof he the said Sheriff should not fail at his peril, and that he should have then and there that Writ and so forth.

And now here at this day, to wit, the second Tuesday of April seventeen hundred and ninety, being the day of the return of the aforegoing Writ, come the said Nicols, Kerr and Chamberlaine by John Leeds Bozman their Attorney, and the Sheriff of Talbot County to whom the same Writ was directed likewise comes and makes return thereof to the Court here, thus endorsed to wit; "Cepi Corpus John Roberts Sheriff." And the said Samuel by William Hayward his Attorney comes here into Court, and the said Nicols, Kerr and Chamberlaine by their Attorney aforesaid, declare against the said Samuel in the plea aforesaid, in the words following, to wit; Talbot County, to wit; Samuel Stevens late of Talbot County planter, was summoned to answer unto Robert Lloyd Nicols, David Kerr and Thomas Chamberlaine of the same County Merchants of a plea, that he render unto them two hundred and twenty eight pounds thirteen shillings and eleven pence current money which to them he owes and unjustly detains and so forth. And whereupon the said Robert Lloyd Nicols, David Kerr and Thomas Chamberlaine by John Leeds Bozman their Attorney, complain that whereas on the twenty eighth day of July in the year of our Lord one thousand seven hundred and eighty nine at the County aforesaid the said Samuel by his writing obligatory did acknowledge himself to be bound to the said Robert Lloyd Nicols, David Kerr and Thomas Chamberlaine in the said sum of two hundred and twenty eight pounds thirteen shillings and eleven pence current money, to be paid to the said Robert Lloyd Nicols, David Kerr and Thomas Chamberlaine, whenever after the said Samuel should be thereto required; nevertheless the said Samuel (altho often required) hath not paid to the said Robert Lloyd Nicols, David Kerr and Thomas Chamberlaine the said sum of two hundred and twenty eight pounds thirteen shillings and eleven pence current money or any part thereof, but hitherto altogether hath refused and still doth doth refuse to render the same: wherefore they say that they are injured, and have damage to the value of one hundred pounds, and therefore they bring suit &c. and they bring here into Court the writing obligatory aforesaid which testifies the Debt aforesaid, in form aforesaid, the date whereof is the day and year before mentioned.

John L. Bozman for Plff Pledges &c. John Doe, Richard Roe

The writing obligatory whereof mention is made in the Declaration aforesaid, sues in the words and figures following, to wit: "Know all men by these presents that I Samuel Stevens of Talbot County am held and firmly bound unto Robert Lloyd Nicols, David Kerr and Thomas Chamberlaine in the full and just sum of two hundred and twenty eight pounds thirteen shillings and eleven pence current money, to be paid unto the said Nicols, Kerr and Chamberlaine, their certain Attorney, Exors, Admrs or Assigns: to the which Payment well and truly to be made and done, I do bind myself, my Heirs Exors and Admrs firmly by these presents; sealed with my seal and dated this 28th day of July Anno Domini one thousand seven hundred and eighty nine.

The Condition of the above obligation is such, that if the above bound Samuel Stevens do and shall well and truly pay or cause to be paid unto the said Nicols, Kerr and Chamberlaine, their certain Attorney, Exors, Admrs or Assigns the full and just sum of one hundred and fourteen pounds six shillings and ten pence three farthings at or upon the first day of November next <u>next</u> ensuing the date hereof, with legal Interest for the same from the 1st November last; then the above obligation to be void and of none effect, else to be and remain in full force and Virtue in Law.

Sealed and delivered in presence of John Harwood ..... } Saml Stevens (seal)

And the said Samuel 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 Nicols, Kerr and Chamberlaine, nor can he deny but that the writing obligatory aforesaid is the Deed of him the said Samuel, nor but that he owes unto the said Nicols, Kerr and Chamberlaine the said sum of two hundred and twenty eight pounds thirteen shillings and eleven pence current money in manner and form as the said Nicols, Kerr and Chamberlaine above against him have complained; therefore it is considered by the Court here that the said Nicols, Kerr and Chamberlaine do recover against the said Samuel their Debt aforesaid, in form aforesaid acknowledged; as also the Quantity of four hundred and sixty two and one fifth pounds 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 Nicols, Kerr and Chamberlaine by the Court here, with their Assent adjudged &c. and the said Samuel in mercy &c.

James Earle Clk.