Thomas Handy junior, his certain Attorney, Heirs, Exors, Admrs or Assigns: to which payment well and truly to be made and done, we do jointly and severally bind ourselves, and our Heirs, Exors and Admrs, firmly by these presents, sealed with our seals and dated this sixteenth day of June Anno Domini seventeen hundred and eighty seven — The Condition of the above obligation is such, that if the above bounded Levin Milos, Samuel Milson senr. and Samuel Smith, their Heirs, Exors and Admrs do pay or cause to be paid unto the aforesaid Thomas Handy junior, his certain Attorney, Heirs, Exors, Admrs or Assigns, the full and just sum of four hundred and thirty six pounds twelve shillings Specie currency of Maryland, with legal Interest thereon; then the above obligation to be void and of no effect, otherways to stand and remain in full force, power, Virtue in Law. —

Signed, sealed & delivered in the presence of Dennwood Milson, Mr. Hath — NB. Part of the second Line of the Condition blotted out before Execution — Levin Milos (seal) — Sam. Milson (seal) — Saml. Smith (seal)

On the back of the original Bond were the following Indorsements, to wit:

October 24th 1787. Received of Levin Milos, one Yoke of Oxen at ten pounds price in part discharge of the within Bond. — Thos. Handy.

February 20th 1788. Received of Levin Milos twenty one pounds two shillings and six pence in part discharge of the within Bond. — Thos. Handy.

March 20th 1788. Received of Levin Milos one Barrel Mare & twelve pounds ten shillings price. — Thos. Handy.

June 2. 1788. Received of Levin Milos, eleven pounds in part discharge of the within Bond — Thos. Handy.

November 15th 1788. Received of Levin Milos one hundred Dollars in part discharge of the within Bond — Th. £37,,10.

And the said Thomas by his Attorney aforesaid, prays that a rule of Court be made for the said Samuel to file his plea and answer to the Declaration aforesaid of him the said Thomas, by the second Tuesday of April then next following, and it was granted unto him: 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 — At which said second Tuesday of April seventeen hundred and ninety, came again the parties aforesaid, by their Attorneys aforesaid; and the said Samuel by William Hayward his Attorney, defends the force and injury when and wherefore, and craves oyer of the writing obligatory aforesaid, and it is read to him in these words: and he likewise craves oyer of the Condition of the said writing obligatory, which is read to him in these words: which being read and heard, the said Samuel saith that the said Thomas his Action aforesaid against him to have or maintain ought

not; because he saith that after the making the said writing obligatory and before the commencement of this suit, to wit, on the day of in the year of our Lord seventeen hundred and at Somerset County aforesaid, he the said Samuel paid unto the said Thomas the said sum of money in the said Condition mentioned, together with all the Interest thereon due, according to the Statute in such case made and provided, and this he is ready to verify: wherefore he prays Judgment if the said Thomas his Action aforesaid against him the said Samuel to have or maintain ought &c. — And the said Thomas by his Attorney aforesaid, saith he from having and maintaining his Action aforesaid against the said Samuel ought not to be precluded, because he saith that the said Samuel did not well and truly pay and discharge unto him the said Thomas, the said sum of four hundred and thirty six pounds twelve shillings in the Condition of the said writing obligatory mentioned, nor the Interest thereon due, according to the form and effect of the said Condition, in manner and form as the said Samuel above in pleading hath alledged, and this he prays may be enquired of by the Country, and the said Samuel in like manner and so forth — Whereupon this Cause standing ready for Trial, 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 — And now here at this day, to wit the second Tuesday of September seventeen hundred and ninety, come again the parties aforesaid, by their Attorneys aforesaid: and the said Samuel by his Attorney aforesaid, relinquishing the Warrant above by him pretended, saith that he cannot gainsay the Action aforesaid of the said Thomas, nor can he deny but that the writing obligatory is the Deed of him the said Samuel, nor but that he owes unto the said Thomas, the said sum of eight hundred and seventy three pounds four shillings current money, in manner and form as the said Thomas above against him hath complained: Wherefore it is considered by the Court here, that the said Thomas do recover against the said Samuel his Debt aforesaid in form aforesaid acknowledged, as also the Quantity of five hundred and twenty three and one fifth pounds of Tobacco, as well for his Damages which he hath sustained by occasion of the Detention of that Debt, as for his Costs and Charges by him about his suit in this behalf expended, unto the said Thomas by the Court here with his Consent adjudged &c and the said Samuel in mercy and so forth —

James Earle Clk.

Judgment was confessed in this Action on the sixteenth day of September seventeen hundred and ninety, for Penalty and Costs: Penalty to be released on payment of Principal Interest and Costs — Stay of Execution the tenth day of February one thousand seven hundred and ninety one.