into Court now brought, the date whereof is the same day and year aforesaid, acknowledged himself to be held and firmly bound unto the same Plaintiffs and the same George Crawford in his lifetime who is now deceased, which said George Crawford, the same Plaintiffs have survived, in the aforesaid sum of two hundred and fifty six pounds ten shillings and eleven pence current money of Maryland, to be paid to the same Plaintiffs, and the same George Crawford, whensoever after he the same Thomas should be thereto required: to the payment whereof well and truly to be made and done, he the same Thomas bound himself his Heirs, Exors and Admrs firmly by the same writing obligatory — Nevertheless the same Thomas (all the thereto often required) the aforesaid sum of money, or any part thereof unto the same Plaintiffs and the same George Crawford or either of them, in the lifetime of the same George Crawford, or unto the same Plaintiffs or either of them, since the death of the same George Crawford, yet hath not rendered or paid, but the same sum of money or any part thereof to render or pay to the same Plaintiffs and the same George Crawford or either of them, in the lifetime of the same George, or unto the same Plaintiffs or either of them since the death of the same George Crawford, he the said Thomas hitherto altogether has refused, and still doth refuse to render or pay the same to the said Plaintiffs four hundred pounds current money of Maryland, and thereupon they bring this suit &c.

Gustus Scott for the Pltffs pledges &c. John Doe and Richd Roe.

The writing obligatory whereof mention is made in the Declaration aforesaid, consists in the words following, to wit: Know all men by these presents, that I Thomas Tibballs of Talbot County, am held and firmly bound, unto John Bowman, William French, George Crawford and John Crawford, Merchants in Glasgow, in the full and just sum of two hundred and fifty six pounds ten shillings and eleven pence, for dealings at their Talbot Court house Store, to be paid to the said John Bowman, William French, George Crawford and John Crawford, their certain Attorney, Exors, Admrs or Assigns: to the which payment well and truly to be made and done, I bind myself, my Heirs, Exors, Admrs firmly by these presents: sealed with my seal, dated this twenty fourth day of September, Anno Domini one thousand seven hundred and eighty four — The Condition of the above Obligation is such, that if the above bound Thomas Tibballs, do and shall well and truly pay or cause to be paid, unto the said John Bowman, William French, George Crawford and John Crawford, their certain Attorney, Exors, Admrs or Assigns, the full and just sum of one hundred and twenty eight pounds, five shillings and five pence one half penny current money, also upon the first day of October, next ensuing the date hereof with legal Interest for the same; then the above Obligation to be void, and of none effect, else to be and remain in full force and Virtue in Law.

Thos Tibbles (Seal)

Sealed & delivered in presence of John Coats

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

March 8th 1788. Recd 18,,0,,0 in part &c. John Stevens.

8th July 1789. Recd 12,,0,,0 ..... £ Archd Patison.

And the said John Bowman and Company by their Attorney aforesaid, prayed that a rule of Court be made for the said Thomas to file his plea and answer to the Declaration aforesaid of the said John Bowman and Company by the second Tuesday of September then next following, and it was granted unto him; 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 untill the second Tuesday of September then next following — At which said second Tuesday of September seventeen hundred and ninety, come again the parties aforesaid, by their Attorneys aforesaid; and the said Thomas by his said Attorney, defends the force and injury when and so forth, and prays oyer of the writing obligatory aforesaid, and it is read to him in these words, to wit: and he also prays oyer of the Condition of the said writing obligatory, and it is read to him in these words, to wit: which being read and heard the aforesaid Thomas says that the said Plaintiffs their said Action thereupon against him to have or maintain ought not; because he saith he saith that after the Execution of the said writing obligatory and before the Impetration of the original Process in this Cause, to wit, on the said first day of October in the Condition aforesaid mentioned, at Talbot County aforesaid, he paid to the said Plaintiffs the said sum of money in the said Condition mentioned, together with the legal Interest thereon then due, according to force, form and effect of the said Condition, and this he the said Thomas is ready to verify; wherefore he prays Judgment if the said Plaintiffs their Action aforesaid thereupon against him to have or maintain ought &c. &c. — Nevertheless the said Thomas relinquishing the Avrment above by him — in fact made, saith that he cannot gainsay the Action aforesaid, of the said John Bowman and Company, nor can he deny but that the writing obligatory aforesaid is the Deed of him the said Thomas, nor but that owes unto the said John Bowman and Company, the said sum of two hundred and fifty six pounds ten shillings and eleven pence, current money, in manner and form as the said John Bowman and Company above against him have complained: Therefore it is considered by the Court here, that the said John Bowman and Company do recover against the said Thomas their Debt aforesaid, in form aforesaid acknowledged: as also the Quantity of four hundred and ninety two and three fifths 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 said John Bowman and Company by the Court here with their Assent adjudged, and the said Thomas in mercy &c. James Earle Clk.