if the above bound Neal Price and William Bell, or either of them, their, or either of their Heirs, Exors, Admrs do and shall well and truly pay or cause to be paid unto William Whitely, his certain, his Heirs, Exors, Admrs or Assigns the full and just sum of one hundred and eleven pounds three shillings and four pence real hard current money of the State aforesaid with legal Interest for the same until paid, then the above obligation to be void and of no effect, else to be and remain in full force and Vertue in Law.

Signed, sealed, delivered in the presence of Matt: Driver Richardson Just — Neal Price (seal) — William Bell (seal)

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 Neal and William by their Attorney aforesaid, prayed that the said William Whitely against them might declare; and thereupon day was given by the Court here, until the second Tuesday of September then next following, to the said William Whitely to declare against them the said Neal and William; and it was said to the said William Whitely by the Court here, that he on that day against the said Neal and William should declare, or that Judgment for default thereof against him the said William, for the said Neal and William should be rendered; the same day was given to the said Neal and William, there and so forth — 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 William Whitely by his Attorney aforesaid, affiled his Declaration in the plea aforesaid, against the said Neal and William in manner and form following, to wit:

The Eastern Shore of Maryland, Caroline County, to wit: Neal Price and William Bell both of Caroline County planters, otherwise called Neal Price and William Bell of Caroline County, were summoned to answer unto William Whitely of a plea that they render unto him the sum of two hundred and twenty two pounds six shillings and eight pence real hard current money of the State aforesaid, which to him they owe and unjustly detain and so forth — And whereupon the said William Whitely, by Nicholas Hammond his Attorney, saith, that the aforesaid Neal Price and William Bell on the twenty third day of May in the year of our Lord one thousand seven hundred and eighty six, at the County of Caroline aforesaid, by their certain writing obligatory, which sealed with their respective seals of the same

Price and Bell the said William Whitely here into Court doth bring, the date whereof is the same day and year aforesaid, granted themselves to be held and firmly bound unto the said William Whitely in the aforesaid sum of two hundred and twenty two pounds, six shillings and eight pence, current money of Maryland: to be paid to the said William Whitely or his Assigns, when they the said Price and Bell should be thereto afterwards required; to the payment whereof well and truly to be made, the said Price and Bell did bind themselves firmly by the same writing. Whereby the said Price and Bell, although often required, the sum of money aforesaid, or any part thereof, to the said William Whitely, have not, nor hath either of them paid, but the same to him to pay have hitherto and each of them hath, altogether refused, and still doth refuse, to the Damage of the same William Whitely in the sum of one hundred pounds, and thereupon he brings this suit and so forth —

Nr. Hammond pltff. John Dr. Richd. Roe } Pledges &c.

And the said Price and Bell by their Attorney aforesaid, defend the wrong and injury when and so forth, and say that they cannot gainsay the Action aforesaid of the said William Whitely, nor but that the writing obligatory aforesaid, is the Deed of them the said Price and Bell, nor but that they owe unto the said William Whitely, the said sum of two hundred and twenty two pounds six shillings and eight pence current money, in manner and form as the said William Whitely above against them hath complained: Therefore it is considered by the Court here, that the said William Whitely do recover against the said Price and Bell, his Debt aforesaid, in form aforesaid acknowledged: as also the Quantity of eight hundred and thirty 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 William Whitely by the Court here with his Assent adjudged &c. and the said Price and Bell in mercy &c. — James Earle Clk.

Judgment was confessed in this Action on the seventeenth day of September seventeen hundred and ninety for Penalty and Costs: Penalty to be released on payment of Principal, Interest and Costs: Payments in any to be allowed. Stay of Execution till April Term seventeen hundred and ninety one —

State of Maryland } Be it remembered that on the twenty fourth day of March
To } seventeen hundred and eighty nine, Command was given
Samuel D. Wright } to the Sheriff of Queen Anne County, that he should take Samuel Turbutt Wright late of Queen Anne County, Gentleman, if he should be found in his Bailiwick, and him safe keep, so that he might have