and effect of the Act of Assembly in such case lately made and provided this said writing obligatory and the aforesaid sum of money unto him the said Henry did at the County aforesaid assign, whereof the said Gideon then and there had notice - By Virtue whereof and also by force of the Act of Assembly aforesaid Action hath accrued to him the said Henry to demand and have of him the said Gideon the aforesaid sum of money - Yet the said Gideon (altho often thereunto required) the aforesaid sum of money unto him the said Henry hath not rendered or paid, but the same to him the said Henry to render or pay hath hitherto altogether refused and still doth refuse to the Damage of him the said Henry in the sum of four and twenty pounds current money aforesaid and therefore bringing suit &c, And bringing here into Court as well the writing obligatory aforesaid sealed with the seal of him the said Gideon, as the Oath and Assignment aforesaid, which the Debt, Oath and Assignment aforesaid in form aforesaid testify &c.

Mr. Tilghman - pledges &c. John Doe, Richd. Roe.

The writing obligatory whereof mention is made, in the Declaration aforesaid, follows in the words and figures following, to wit: KNOW all men by these presents, that I Gideon Emory of Queen Anns County Gentleman, am held and firmly bound unto Charles Blake of the same County in the full and just sum of four hundred and ten pounds eight shillings and eight pence current money of Maryland, to be paid to the said Charles Blake, his certain Attorney, Exors, Admrs or Assigns: to which payment well and truly to be made and done, I bind myself, and each of my Heirs, Exors, and Admrs, in the whole and for the whole, firmly by these presents. Sealed with my Seal, and dated this first day of March Anno Domini, one thousand seven hundred and eighty seven - The Condition of this Obligation is such, that if the above bound Gideon Emory do, and shall well and truly pay or cause to be paid, unto the said Charles Blake, his certain Attorney, Exors, Admrs or Assigns, the just and full sum of two hundred and five pounds four shillings and four pence Specie, reckoning Dollars at seven shillings and six pence each at or upon demand with legal Interest for the same; then the above obligation to be void and of none effect, else to remain in full force and Virtue in Law -

Sealed and delivered in presence of Wm. Richmond } Gideon Emory (Seal)

On the back of the original Bond, were the following Indorsements, to wit. On the thirteenth day of May 1789, came the within Charles Blake before me

the Subscriber one of the Justices of the peace for Queen Anns County, and made oath on the Holy Evangels of God, that he hath received no part of the sum mentioned in the within Obligation, nor of the Interest due thereon, at the time of making the Assignment, nor since -

Edward Downes.

Queen Anns County, to wit; I do hereby assign, transfer and make over, all my Right, Title, Interest, Claim and Demand whatsoever of in and to the within Bond and the money therein mentioned and the Interest thereon due, unto Henry Hand Pearce of Cecil County his Exors, Admrs and Assigns for Value of him received - Witness my hand and Seal this thirteenth day of May 1789.

Sealed and Delivered in presence of Edward Downes } Charles Blake (Seal)

And the said Henry by his Attorney aforesaid, prayed that a rule of Court be made for the said Gideon to file his plea and answer to the Declaration aforesaid of him the said Henry by the second Tuesday of September 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 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 Gideon by his Attorney aforesaid, defends the force and injury when and wherefore, and saith that he cannot gainsay the Action aforesaid, of the said Henry; nor can he deny but that the writing obligatory aforesaid, is the Deed of him the said Gideon, nor but that he owes unto the said Henry, the said sum of four hundred and ten pounds, eight shillings and eight pence, current money, in manner and form as the said Henry above against him hath complained: Therefore it is CONSIDERED by the Court here, that the said Henry do recover against the said Gideon his Debt aforesaid, in form aforesaid acknowledged; as also the Damages of four hundred and ninety seven and two fifths 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 laid out and expended unto the same Henry by the Court here with his assent adjudged and wherefore, and the said Gideon in mercy &c.

James Carleton.