him he owes and from him unjustly detains &c:— And whereupon the said Lambert Hyland by Henry Waggaman his Attorney saith, that the aforesaid Constantine Weatherly on the nineteenth day of May in the year seventeen hundred and ninety one at the County aforesaid by his certain writing obligatory, sealed with the seal of the said Constantine and here into Court, now brought, the date whereof is the same day and year aforesaid, acknowledges himself to be held and firmly bound unto the said Lambert in the aforesaid sum of three hundred pounds current Money, to be paid to the said Lambert when thereto afterwards he should be required. Nevertheless the said Constantine the aff sum of money or any part thereof unto him the said Lambert yet hath not rendered or paid (altho' often thereto required) but the same to him to render or pay hitherto altogether hath refused and still doth refuse. Wherefore the said Lambert saith he is injured & hath sustained Damage to the value of five hundred pounds current Money of Maryland and therefore he brings Suit &c:—

Hy Waggaman — ffQuer — Pledges, &c — Jno Doe & Richd Roe.

The writing obligatory mentioned in the ~~within~~ Declaration aforesaid enters in the words and figures following, towit:—

Know all Men by these presents, that I Constant Weatherly of Somerset County and State of Maryland am held and firmly bound unto Lambert Hyland of the County and State aforesaid in the full and just sum of three hundred pounds current money of Maryland to be paid to the said Lambert Hyland or to his certain Attorney, Executors Administrators or Assigns: To which payment well and truly to be made and done, I bind myself my Heirs, Executors and Administrators firmly by these presents. Sealed with my seal. Dated the 19th day of May in the year of our Lord, one thousand seven hundred & ninety one.— The condition of the above Obligation is such that if the above bound Constant Weatherly his Heirs, Executors, Administrators or any of them shall and do well and truly pay or cause to be paid unto the above mentioned Lambert Hyland or to his certain Attorney, Executors, Administrators or Assigns the full and just sum of One hundred and fifty pounds current Money of

Maryland with legal Interest thereon without any fraud or delay: then this Obligation to be void and of none effect, or else to remain in force and virtue in Law.—

£150. Current Money

Sealed and Delivered in the presence of James Dashiell Junr. } Constantine Weatherly (Seal)

And the said Lambert Hyland by his Attorney aff prayes that the said Constantine Weatherly to his Declaration aff might answer: Whereupon it was ruled by the Court here that the said Constantine Weatherly should answer to the Declaration aff by the second Sunday in April then next, or that Judgment by default thereof against the said Constantine should be rendered. The same day was given to the said Lambert Hyland ~~should be seen~~ there, &c:—

And now here at this Day, towit, the second Sunday of April Anno Domini seventeen hundred and ninety three, come again the parties aforesaid by their Attorney aforesaid: And the said Constantine by his Attorney aforesaid comes and defends the force and injury when and so forth, and says, that the said Lambert his Action aforesaid against him to have and maintain ought not because he saith, that he the said Constantine paid to him the said Lambert the sum of money mentioned in the Condition of the said writing Obligatory with legal Interest thereon according to the form and effect of the same writing Obligatory, towit, at Somerset County aff, and this he is prepared to verify: Wherefore he prays Judgment if the said Lambert his Action aff against him to have and maintain ought and so forth.— And the said Lambert by his Attorney aforesaid saith, that he by any thing by the said Constantine above by pleading alledged, from having or maintaining his Action aforesaid thereof against him the said Constantine to be precluded ought not, because he saith, that he the said Constantine did not pay to him the said Lambert the sum of money mentioned in the Condition of the said writing Obligatory nor the legal Interest