day and year aforesaid, acknowledged themselves to be held and firmly bound unto the said William Hughlett in the aforesaid sum of one thousand pounds Current money; to be paid to the said William Hughlett or his Assigns; when they the said John Ward, Cornelius Johnson and Lindsey Breeding should be thereto afterwards required: To the Payment whereof the said John Ward, Cornelius Johnson and Lindsey Breeding did bind themselves firmly by the said writing. Nevertheless the said John Ward, Cornelius Johnson & Lindsey Breeding at the often thereto required, the sum of money aforesaid, or any part thereof to the said William Hughlett have not nor hath either of them paid, but the same to him to pay the said John Ward, Cornelius Johnson and Lindsey Breeding have hitherto altogether refused and the same to him to pay the said John Ward, Cornelius Johnson & Lindsey Breeding do still refuse, to the Damage of the said William Hughlett in the sum of fifty pounds Current money: And thereupon he brings this suit &c. N. Hammond, Phillips. John Roe, Rich.d Roe, Pledges &c.

The writing Obligatory mentioned in the Declaration aforesaid, follows as follows, to wit.— Know all men by these presents that we John Ward, Cornelius Johnson & Lindsey Breeding all of Caroline County & in the State of Maryland, are held & firmly bound unto William Hughlett Merchant of the same County & State aforesaid in the full and just sum of one thousand pounds Specie to be paid unto the said William Hughlett him or his certain Attorney, Executors, Administrators or Assigns: To the which payment well & truly to be made & done, we bind ourselves, our Heirs Executors and Administrators, in the whole and for the whole sum firmly by these Presents. Sealed with our Seals and dated this first day of April in the year of our Lord one thousand seven hundred and ninety, 1790.—

The Condition of the above Obligation is such that if the above bound John Ward do & shall well & faithfully comply with an Article of Agreement, this day entered into for the sale of Goods, to be delivered him for sale by the above named William Hughlett and the said Ward is to use his utmost endeavors to ~~purchase~~ Vend & sell all the Goods, Wares and Merchandizes delivered him for sale, as also to use his utmost Endeavors to purchase every Article of Produce which the said Hughlett may want and the said Ward in all cases relative to the above business is to be governed by the said Hughlett's Orders and directions, and the said Ward is to be answerable to the said Hughlett for the full amount of the Goods delivered in his care from this day untill the expiration of the Agreement between the said Ward and the said Hughlett being the first day of March seventeen hundred and ninety one, & the said Ward is to keep the Goods, Wares and Merchandizes in the Goods Order & Condition and clear of Damage, and is at all times to pay & deliver to the said Hughlett all moneys & produce received, as soon as demanded, as also deliver the said Hughlett fair accounts of all produce purchased and received, as well as all moneys, when the said Hughlett demands the same, as an Honest factor ought to do, and in all cases perform his duty, and the Great Trust reposed in him, and at the expiration of the Term of the Agreement being the first day of March one thousand seven hundred and ninety one to deliver up to the said Hughlett all the moneys produce & Goods in Good Order and Condition with a fair account with the same, this being complied with and performed. Then the above Obligation to be void, else to be remain in full force and virtue in Law.—

Signed, Sealed & Delivered, John Ward ... (Seal)

in presence of William Clark, Edw.d Dawson } Cornelius Johnson ... (Seal) his Lindsey Mark Breeding ... (Seal)

And the said William Hughlett by his Attorney aforesaid, prayed that the said Ward, Johnson & Breeding might be ruled by the Court here to file their Plea in answer to the Declaration aforesaid, on or before the second Tuesday of September then next & the same was granted, the same day was given to the said William Hughlett there &c.— At which day, to wit, the second Tuesday of September in the year seventeen hundred and ninety five came again the Parties aforesaid by their Attorneys aforesaid, and the said William Hughlett by his Attorney aforesaid, prayed that the rule of Court aforesaid might be extended against them the said Ward Johnson & Breeding to file their Plea on or before the second Tuesday of April then next, or on default thereof Judgment might be rendered against them, & it was granted, the same day was given to the William Hughlett there &c.— At which day, to wit the second Tuesday of April in the year seventeen hundred and ninety six came again the Parties aforesaid by their Attorneys aforesaid, and the said William Hughlett by his Attorney aforesaid prayed that the said Ward, Johnson & Breeding might be further ruled by the Court here, to file their Plea, in answer to the Declaration aforesaid, on or before the first day of June then next following and the same was granted. And the said Ward, Johnson & Breeding by their Attorney aforesaid prayed the liberty of imparling thereof, until the second Tuesday of September then next following & they had it, the same day was given to the Plaintiff also.— And now here at this day, to wit, the second Tuesday of September in the year seventeen hundred and ninety six, came again the Parties aforesaid by their Attorneys aforesaid, And the said Ward, Johnson and Breeding by their Attorney aforesaid come & defend the force and injury when & wherefore, and crave oyer of the Writing Obligatory aforesaid and the Condition thereof, and they have them in the words following to wit,— Which being read and heard the said John Ward, Cornelius Johnson and Lindsey Breeding say that the said William Hughlett his action thereupon against them to have and maintain ought not, because they say that the said William Hughlett in the Condition of the said Writing Obligatory mentioned from the time of making the said Writing Obligatory have hitherto well and truly observed performed, fulfilled and kept all & singular the matters & things in the Condition of the said Writing Obligatory mentioned and contained, which they according to the Condition thereof ought to have observed, performed, fulfilled and kept to wit, at Caroline County aforesaid and this they are ready to verify; wherefore they pray Judgment &c.— Nevertheless the said Ward, Johnson & Breeding by their Attorney aforesaid, relinquishes the averment above pretended and says, that they cannot gainsay that the action of the said William so as aforesaid against them brought, nor can they deny that the writing Obligatory aforesaid is the Deed of them the said Ward, Johnson & Breeding, nor that they owe & detain from him the said sum of one thousand pounds Current money as he the said William against them hath complained.— Whereupon it is Ordered & adjudged