value of the sum of nine hundred and ninety four pounds five shillings Current money which to him he owes and from him unjustly detains and &c. —
And whereupon the said Thomas, by Luther Martin his Attorney saith, that whereas the aforesaid William Morris on the thirtieth day of May in the year of our Lord one thousand seven hundred and eighty two, at Worcester County aforesaid by his certain writing Obligatory acknowledged himself to be held and firmly bound unto the said Thomas Harwood in the sum of five hundred and ninety six pounds eleven shillings Sterling money, (which said sum of Sterling money then was, now is, and ever since hath been of the value of the said sum of nine hundred ninety four pounds five shillings Current money, to wit, at the County aforesaid, of which the said Morris has notice, to wit, at the same County) to be paid to the said Thomas Harwood when afterwards he should be thereunto required — Nevertheless, the aforesaid Morris (although often thereunto required) the aforesaid sum of Sterling money, or the aforesaid value thereof in Current money, to the said Thomas Harwood hath not rendered or paid, but the same to him hitherto to render or pay he hath altogether refused, and still doth refuse; wherefore the said Thomas saith he is the worse, and hath Damage to the value of five hundred pounds Current money aforesaid, and therefore the said Thomas brings suit and &c. and brings here into Court, the writing Obligatory aforesaid sealed with the Seal of the aforesaid William Morris, which the Debt aforesaid, in form aforesaid witnesseth, the date whereof is the day and year aforesaid and &c. —
L. Martin for the Plaintiff — pledges and &c. — John Doe and Richard Roe —
The writing Obligatory in the Declaration aforesaid mentioned, sounds as follows, to wit —
Know all men by these presents that we John Mitchell, Joseph Dashiell and William Morris of Worcester County Gentleman, are held and firmly bound unto Thomas Harwood, Treasurer of the Western Shore of the State of Maryland, in the sum of five hundred and ninety six pounds eleven shillings Sterling, to be paid to the said Treasurer or his Successor; To which payment well and truly to be made we bind ourselves and each of us, our and each of our Heirs, Executors and Administrators in the whole and for the whole jointly and severally by these presents, Sealed with our Seals and dated this thirtieth day of May Anno Dominii 1782 — The Condition of the above Obligation is such that if the above bounden John Mitchell his Heirs, Executors or Administrators do well and truly pay or cause the paid unto the said Treasurer, or his Successor at the place where his Office shall be kept for the time being, the value of two hundred and ninety eight pounds five shillings and six pence Sterling, in such Bills of Credit, or Gold and Silver, at such rates as are mentioned in the Act of Assembly entitled an Act, for emitting Bills of Credit and applying part thereof, on or before the first day of July next ensuing, with lawful Interest for the same, at four per Cent, per annum; then the above Obligation to be void and of none effect: otherwise to be and remain in full force and virtue in

Sealed, and delivered in the presence of
Richd. Harwood, Jr. Goldsh.

John Mitchell — Seal —
Joseph Dashiell — Seal —
William Morris — Seal —

Copies of which said Declaration and Bond were made and sent with the Writ, to the Sheriff of the County aforesaid thereon endorsed "To be served on the Defendant, or left at his last place of abode, at least 20 exclusive days before the next Session of the General Court." — At which said second Tuesday of September in the year of our Lord one thousand seven hundred and ninety five, being the day for the return of the aforesaid Writ, came into our General Court, the said Thomas Harwood by his Attorney aforesaid, and the Sheriff of Worcester County, to wit, the same Writ was in form aforesaid directed likewise came and made return thereof to the said Court, thus endorsed, to wit — "Exp. Copies left 10th May, so answers, Levin Pollitt Shff." — And the said William Morris being called, appeared in Court by Josiah Bayly, Nicholas Hammond and Philip Barton Key Esquires, his Attornies: and thereupon, on motion of the said Thomas Harwood by his Attorney aforesaid, it was ruled by the Court that the said William Morris answer to the Declaration aforesaid of the said Thomas Harwood in the plea aforesaid or that Judgment by the Court would be rendered against him in default thereof — And the said William Morris, by his Attornies aforesaid defends the wrong and injury when and &c. and prays leave of the Court to imparle until the next Term, and then to answer to the Declaration aforesaid of him the said Thomas Harwood in the plea aforesaid and be heard at the same day was given to the said Thomas Harwood thereof — At which said next Term, to wit, the second Tuesday of April in the year of our Lord one thousand seven hundred and ninety six, (until which day the said William Morris had leave to imparle and then to answer to the Declaration aforesaid of him the said Thomas Harwood in the plea aforesaid) came again into Court as well the said Thomas Harwood by his Attorney aforesaid, as the said William Morris by his Attornies aforesaid — And the said William Morris by his Attornies aforesaid further defends the wrong and injury when &c. and says prays a hearing of the writing Obligatory &c. in the Declaration aforesaid mentioned and of the Condition thereof: And the same are respectively read to him in the following words — which being severally read and heard the said William says that the said Thomas Harwood his action aforesaid thereof against him to have or maintain ought not, because he saith, that the sum of money in the said Condition mentioned, for securing the payment whereof the writing Obligatory aforesaid was made as aforesaid, was a Debt due to the State of Maryland, and was made payable in manner and form aforesaid to the said Thomas Harwood of his Capacity of Treasurer of the Western Shore of the said State, that the same might be paid to him and be received by him for the use of the said State: And the said William Morris further saith, that after the making of the said writing Obligatory, and after the said first day of July in the said Condition mentioned, and before the day of the impetration of the Original Writ of him the said Thomas Harwood in this cause, that is to say, on the twelfth day of March in the