farmer was summoned to answer unto Robert Walters a plaintiff according to the form of the Act of Assembly in such case lately made and provided. If William Hopper Nicholson of a plea that he render unto him the sum of Twelve hundred pounds current money of Maryland which to him he owes and from him wrongfully detains and so forth. And whereupon the same Robert Walters by Richard Tilghman Earle his Attorney says that whereas the said Levin Stevens on the thirteenth day of December in the year seventeen hundred and ninety six at the County aforesaid by his certain writing obligatory had acknowledged himself to be held and firmly bound unto the said William Hopper Nicholson in the aforesaid sum of twelve hundred pounds current money of Maryland, to be paid unto him the said William Hopper Nicholson when afterwards he should be thereunto required, and the said William Hopper Nicholson afterwards, to wit, on the eleventh day of February in the year seventeen hundred & ninety seven at the County aforesaid having first made oath before Jonathan Breedy Esquire then one of the Justices of the peace for Queen Anne's County within the State aforesaid that he had received no part of the sum mentioned in the said writing by his indorsement on the said writing obligatory made and with his proper hand subscribed and with the seal of him the said William Hopper Nicholson sealed bearing date the day and year last aforesaid, according to the form force and effect of the Act of Assembly aforesaid, the said writing obligatory & the money principal & interest thereon due & to become due did assign to the said Robert Walters, whereof the said Levin Stevens afterwards to wit, on the day and year last aforesaid at the County aforesaid had notice, by virtue whereof & also by force of the act of Assembly aforesaid in such case lately made and provided action hath accrued unto him the said Robert Walters to demand and have of him the said Levin Stevens the aforesaid sum of Twelve hundred pounds current money, to wit, at the County aforesaid. Nevertheless the aforesaid Levin Stevens (altho' often thereunto required) the aforesaid sum of money to the said Robert Walters, assignee as aforesaid hath not rendered or paid but the same to him to render or pay he hath altogether refused and still doth refuse to the damage of the said Robert Walters one thousand pounds current money of Maryland and therefore he brings suit and so forth, and brings here into Court the said writing obligatory aforesaid, sealed with the seal of the said Levin Stevens & the assignment aforesaid, which the debt and assignment aforesaid informs aforesaid testify, the date whereof is the day and year aforesaid & so forth — John Doe &c

R. T. Earle for Pltff. Plevin &c — Rich. Roe &c —

Over further obligatory — Know all men by these presents, that we Levin Stevens Samuel Stevens & Robert Martin junr. of Talbot County in the State of Maryland are held and firmly bound unto William Hopper Nicholson of Queen Anne's County in the said State in the full and just sum of twelve hundred pounds current money of Maryland, to be paid to the said William Hopper Nicholson his certain Attorney Executors Administrators & Assigns. To which payment well and truly to be made & done we hereby bind ourselves and each of us, our Heirs Executors & Administrators in and for the whole sum jointly and severally firmly by these presents. Sealed with our seals and dated this thirtieth day of December in the year of our Lord one thousand seven hundred and ninety six. — The Condition of the above Obligation is such that if the above bounden Levin Stevens, Samuel Stevens or Robert Martin junr. or either of them their or either of their Heirs Executors or Administrators do and shall well and truly pay or cause to be paid unto the above named William Hopper Nicholson his certain Attorney Executors Administrators or Assigns the full and just sum of six hundred pounds current money of Maryland in manner

following, to wit, the sum of three hundred pounds part thereof, on the first day of January in the year seventeen hundred and ninety eight, with legal Interest on the whole sum from the first day of January in the year seventeen hundred and ninety seven; the sum of two hundred pounds more thereof, on the first day of January in the year seventeen hundred & ninety nine with legal Interest on the remaining four hundred pounds from the first day of January in the year seventeen hundred and ninety eight; and the sum of two hundred pounds the residue of the aforesaid sum of six hundred pounds, on the first day of January which shall be in the year eighteen hundred with legal Interest thereon from the first day of January in the year seventeen hundred ninety nine, then the above Obligation to be void and of no Effect, but if default shall be made in payment of any of the said several and respective sums of money above mentioned or any part thereof on any of the said several Days and Times above limited for the payment thereof; then this Obligation to remain in full force and virtue — in Witness

Sealed and delivered, in the presence of — John Stevens, Elizabeth Martin — Levin Stevens (Seal), Saml. Stevens (Seal), Robt. Martin jnr. (Seal)

On the said writing obligatory are the following Indorsements.

I hereby assign, transfer and make over to Mr. Robert Walters of Queen Anne's County, all my right, Title and Interest of in and to the within Obligation & the money principal and Interest thereon due and to become due. In witness whereof I have hereunto set my hand and affixed my Seal this 11th Day of February in the year 1797. Test: — Jonathan Breedy — Wm. H. Nicholson (Seal)

Queen Anne's County to wit 11th Feby. 1797. Then came William Hopper Nicholson the above named assignor before me the subscriber one of the Justices of the County aforesaid and made oath on the holy Gospels of Almighty God that he hath received no part of the sum mentioned in this Obligation. Sworn before me — Jon. Breedy

Copies of which said Declaration and Bond were made & sent with the writ in the plea aforesaid. At which said second Tuesday in April seventeen hundred & ninety eight being the return day of the aforesaid writ, came into Court the said Robert Walters by his Attorney aforesaid and the Sheriff of Talbot County aforesaid, to whom the same writ was directed made return thereof to the Court here thus endorsed, to wit "Cepi Copy left 25 March 1798. Edw. Roberts Shff. Talbot County." And the said Levin Stevens being called appeared in Court here by Thomas S. Bullitt his Attorney; and thereupon on motion of the said Robert Walters by his Attorney aforesaid the said Levin Stevens was prayed to give Special bail in the plea aforesaid. Whereupon James Goldsborough of Talbot County Gentleman came here into Court in his proper person and undertook for the said Levin Stevens, that in case the said Robert Walters should recover Judgment against the said Levin Stevens in the plea aforesaid, or that the said Levin Stevens should be thereon legally convicted, that then the said Levin Stevens should pay the condemnation of the Court thereupon, or render himself to the custody of the Sheriff of Talbot County aforesaid in satisfaction thereof or that he the said James Goldsborough would do the same for him. And the said Levin Stevens by his Attorney aforesaid defended the force and injury when &c, and prayed leave to imparle until the next Term and he had it, the same day was given to the said Robert Walters then &c. At which said next Term to wit, the second Tuesday in September seventeen hundred and ninety eight came again into Court the parties aforesaid by their Attorneys aforesaid, and thereupon on motion of the said Robert Walters by his Attorney aforesaid it was rulled by the Court that the said Levin Stevens should answer to the Declaration aforesaid on or before the next Term or Judgment would be rendered against him by default, the same day