

Liber N N John & Nathaniel One hundred & twenty thousand pounds of tobacco. And thereupon they bring their Suite And they bring here into Court their Letters Testamentary by which it may appeare to the Court here that they are Execut^{rs} &^c and have right of administracōn &c

And the said George and Johanna by George Parker their Attorney come and defend the force and injury when &c and pray the heareing of the said writeing Obligatory and it is read unto them they also pray the heareing of the Condition of the said writeing Obligatory and it is read unto them in these words vizt The Condition of this present Obligation is Such that if the abovesaid George Wells and Johanna Goldsmith or any or either of them their heirs execut^{rs} or adm^{rs} doe Stand to and abide whatsoever action transaction or agreement that the abovesaid Thomas Howell shall doe or make by way of arbitrament or otherwise in a cause depending in the Provinciaill Court of Chancery for the Province of Maryland between Margaretten Penry of the County aforesaid plaintiff and the said George Wells Johanna Goldsmith & Thomas Howell defendants and shall likewise pay and cause to be paid unto the said Thomas Howell or to his certaine Attorney his heirs execut^{rs} adm^{rs} or assignes the One halfe of what (by the determination of the said Court or by the determination of any other Court within the said province or by the arbitration of persons that the said Thomas Howell shall thinke meete) costs charges payment or payments of mony or tobacco that the said Thomas Howell shall be by Order or agreement as aforesaid awarded & ordered to pay with all other disbursements proportionable as aforesaid without any wager of Law &c that then this present Obligation to be void & of none effect otherwise to stand remaine and be in full force power and vertue. Which being read & heard the said George Wells & Johanna Goldsmith say That John Howell & Nathaniel
 p. 255 Howell Infants under the age of twenty one yeares by Philemon Loyd their Guardian Ought not to have their action aforesaid against them because they say, that they alwayes were & Still are ready to performe the Conditions in the said Obligation and to Stand & abide whatsoever action transaction or agreement that the Said Thomas Howell did make by way of arbitrament or otherwise and they alwayes were & Still are ready to pay the One halfe of what costs by the determination of the said Court or by the determination of any other Court in the said Province or by arbitration of persons that the said Thomas Howell did thinke meete that the said Thomas Howell should by Order or agreement as aforesaid award & order to pay with all other disbursements proportionable as aforesaid without any wager of Law. And that they have already paid the summe of twenty-nine thousand eight hundred & eight pounds of tobacco in performance of the condition of the said writeing or bond Obligatory & further they Say that the said Thomas in his life time nor the said John Howell & Nathaniel Howell by Philemon Loyd