

the said John Burges was comitted, nor the said W<sup>m</sup> Eagle since espousall betwixt them celebrated though often thereunto required hath not paid or satisfied, but the same to him the said John Atkey doth still deny & refuse whereupon he saith he is damnified & hath losse to the Value of thirty thousand pounds of tobacco And thereupon he bring his suite

Liber N N

p. 422

And the said W<sup>m</sup> Eagle & Amiah his wife by Kenelm Cheseldyn their Attorney come & defend the force & injury when &c and pray hearing of the said writing & itt is read unto them, they also pray heareing of the Condiçõn of the said writing & itt is read unto them in these words The Condiçõn of this Obligacõn is such, that if the above bounden John Burges doe well & truely giue unto the said John Atkey such a good Assurance of a parcell of land lying on the Clifts in Calvert County called Tuckers unfortunate, which said parcell of land the said John Atkey hath bought of him the said Burges to say, if the said Burges doe acknowledge the abovesaid parcell of land to be the just right of the said John Atkey, & giue unto him such good assurance in Calvert County Court of the aforesaid parcell of land in such sure manner & way that the said parcell of land shall be the right of him the said John Atkey & his heyres & assignes for ever And further yet the said John Burges to save harmlesse the said John Atkey & make good the aforesaid parcell of land unto him his heyres or assignes from all manners of persons that shall or any way may lay any manner of clayme or challenge to the afore parcell of land forever And the said John Burges doth further binde himselfe to come over from Talbott County with his wife to give the said John Atkey sure & good Assurance of the abovesaid parcell of land in Calvert County Court And the said Assurance & acknowledge to be given by the said John Burges & his wife unto the said John Atkey in March Court next in Calvert County And in case the said Burges & his wife doe performe & make good the said parcell of land unto the said John Atkey according to the true meaning & intent of this Obligacon That then the said Obligacõn to be void of all force & of none effect, otherwise the same to stand in full force & vertue against the said John Burges In wittnes whereof I have hereunto putt my hand & Seale the day & yeare above written And the said parcell of land containing one hundred & fifty acres according to the bill of sale thereof. Which being read & heard the said W<sup>m</sup> & Amiah by their Attorney aforesaid come & defend the force & injury when &c and pray liberty of speakeing hereunto next Court & itt is granted them, the same day is given to the said John Atkey also.

Now here att this day to witt the one & twentieth day of ffebruary in the third yeare of his Lordpp's dominion &c Annoq̄ Doni 1677. came the said Defendants by their Attorney aforesaid, & offered themselves against the said John Atkey in the plea aforesaid, but