

And Whereupon the said John Chesley by Thomas Clark his Attorney saith that whereas the said James on the fourteenth Day of August in the year of our Lord one thousand Seven Hundred and forty six at Charles County approved by his certain Writing obligatory with the seal of him the said James Sealed and hereunto produced whose date is the day and year aforesaid Acknowledged himself and formally bound unto the said John in the sum of Sixteen Pounds Sterling to the said John when the writs of law and writs should bequeered Never the less the said James altho' often requested the said sum of sixteen pounds Sterling or any part thereof to him the said John to pay or in any sort to content hath hitherto altogether refused and still doth refuse to the damage of him the said John thirty two pounds Sterling and therefore it is brought and set forth

And the said James by Henry Dorn all his Attorney Comes & defends the force and injury when &c. & by appearance of the Writing obligatory and it is read unto him he doth pay a hearing of the condition of the same Writing and it is read unto him in these words Viz. The condition of the above obligation is such that if the above bound James shall John Marten and John Marten Junr do and shall do and truly pay or cause to be paid unto the said John Chesley by his certain Attorney Esq. the sum of eight hundred and eighty pounds Sterling with bills of exchange drawn payable in London at or upon the first day of September next ensuing the date hereof with legal interest for the same then the above obligation to be void Else to remain in full force and virtue in law and in equity to be made in the Payment of the said sum of Eight Hundred and eighty pounds Sterling and Interest thereon in favour of any Attorney in any Court of Record in the Kingdom of Great Britain France or Ireland or within the province of Maryland to appear for us at the suit of the above mentioned John Chesley to receive a declaration on the above obligation and thereupon to confess judgment by Nisi et cognovit actionem nonsum informatum or otherwise hereby releasing all the Errors that may happen upon the said judgment being out Execution thereon or in any of the proceedings thereunto relating

Which being read and heard the said James by his Attorney Esq. Comes and defends the force and injury when &c. and the said Attorney saith that he is not informed by the said James of any answer to be given for the said James to the said John in the premises nor hath he any other thing to say thereof in law or Execution of the action afo. of him the said John whereby the same John remains against the said James thereunto defended

Therefore it is considered that the said John recover against the said James two Debt & Costs afo. and his Damages by occasion of Detaining that Debt to Two Hundred and Eighty one pounds of Tobacco to the same John on his account by the Court here adjudged and the said James in May 46

Defin'd Memorandum the ptd releases the penalty or payment of Principal Interest & Damages

To John Chesley Debtor Judgment Bond

John Marten & Judgment by Nonsum Informatum

Charles County Esq. John Marten late of Charles County Planter otherwise called John Marten of Charles County Planter was summoned to answer unto John Chesley of a Plea that he render unto him the full and just sum of Sixteen Pounds Sterling which to him he does and doth justly detain and doth forth