required the aforesaid sixteen hundred pounds Specie, unto the said Thomas hath not yet paid, but the same unto him to pay, always hitherto hath refused & still doth refuse, to the Damage of the said Thomas Seventeen hundred pounds, Current money of Maryland, and therefore he brings suit and so forth, and he brings here into Court, the writing obligatory aforesaid, which the Debt aforesaid in form aforesaid Testifies, the Date of which, is the same day and year aforesaid & so forth.—

Tarbutt Wright for Plff — Pledges &c. John Doe & Richard Roe —

The writing obligatory mentioned in the aforegoing Declaration, ensues as follows to wit.— Know all men by these presents that I James Hynson of Kent county in the State of Maryland, Gentleman, am held and firmly bound unto Thomas Murphey, of the same place Yeoman, in the full and just sum of sixteen hundred pounds Specie, to be paid unto the said Thomas Murphey, his certain attorney, Heirs, Executors, Administrators or Assigns. To the which payment well and truly to be made I bind my self, my Heirs, Executors & Administrators and every of them, firmly by these presents. Sealed with my Seal and dated this first day of March, in the year of our Lord one thousand seven hundred and eighty seven.— The Condition of the above Obligation is such that if the above bound James Hynson, his Heirs, Executors, Administrators and Assigns, do and shall well and truly pay, or cause to be paid, unto the said Thomas Murphey, his Heirs, Executors, Administrators or Assigns the full and just sum of eight hundred pounds in Specie, as rated and made Current by an Act of Assembly of the Delaware State, in the following manner, to wit— Eighty pounds part thereof, on the first day of January in the year seventeen hundred and eighty eight with legal Interest for the same from the date hereof; eighty pounds more thereof on the first day of January next ensuing the day and year last aforesaid, with Interest as aforesaid; eighty pounds more thereof on the first day of January next ensuing the day and year last afs, with Interest as afs; eighty pounds more thereof, on the first day of January next ensuing the day and year last afs, with Interest as afs; eighty pounds more thereof on the first day of January next ensuing the day and year last afs, with Interest as aforesaid; eighty pounds more thereof on the first day of January next ensuing the day and year last aforesaid, with interest as aforesaid; eighty pounds more thereof on the first day of January next ensuing the day and year last aforesaid, with Interest as aforesaid; eighty pounds more thereof on the first day of January, next ensuing the day and year last afs, with Interest as aforesaid; eighty pounds more thereof on the first day of January next ensuing the day and year last aforesaid, with Interest as aforesaid; and eighty pounds the residue thereof, on the first day of January which will be in the year seventeen hundred and ninety seven, with Interest as aforesaid. Then the above Obligation



to be void; otherwise to stand and be in full force & Virtue in law —

Sealed & delivered, In presence of — James Hynson (Seal)

Richard Bassett — Nicholas Ridgely.

On the Original Bond was thus endorsed.

Received of James Hynson in part of the first payment of this Bond the sum of thirty-five pounds, by an Order I gave John Ham on you, which you accepted, March the 2d 1787 — Received says I. P. — Thomas his mark Murphey —

Test Abraham Ryan, £35

I Thomas Murphey assign all my right, Title, Interest and Claim to the within Bond, to William Pope, for value of him received. As witness my hand and seal this fifteenth day of March 1788 —

Test I Leary — Benjamin Riley — Thomas his mark Murphey (Seal)

NB the Interlining was done before assigned —

Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by Order of the Court here thereon, was further continued, untill the second Tuesday in September next following — At which day, to wit, the second Tuesday of September, Seventeen hundred and eighty nine, came again the parties aforesaid by their attornies aforesaid & the aforesaid Thomas Murphey by his attorney aforesaid, prays that a Rule of Court be made for the aforesaid James Hynson to file his plea, and answer to the Declaration aforesaid, of him, the aforesaid Plaintiff, at the next April Term; and it was granted unto him. Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, and their attornies aforesaid and by order of the Court here thereon, was further continued untill the second Tuesday in April next following — At which day to wit, the second Tuesday in April Seventeen hundred and ninety, came again the parties aforesaid by their attornies afores. And the aforesaid James Hynson by his attorney aforesaid defends the force and Injury when &c. And prays the Liberty of imparling thereof untill the second Tuesday in September then next following and it was granted unto him, the same day was given to the said Thomas Murphey there &c. — At which day to wit, the second Tuesday in September, Seventeen hundred and ninety, comes again as well the said ~~James Hynson~~ Thomas Murphey by his attorney afs, as the said James Hynson by his attorney aforesaid. And the aforesaid James Hynson by his attorney aforesaid, defends the force and Injury when &c. & so forth, and prays a hearing of the writing obligatory aforesaid, and of the Condition of the said writing which are read to him as follows.

Which being read and heard the said James Hynson saith, that the said Thomas Murphey his action aforesaid against him to have or maintain ought not, because he saith that after the making of the writing obligatory aforesaid, to wit, on the ninth first day of March in the year of our Lord Seventeen hundred and eighty seven at Kent County aforesaid, the said