He also prays an hearing of the Assignment and Oath thereon and he hath them in those words viz.t Benjamin Levy the Obligee in the within bond made Oath before me this 14th day of June in the year 1785 that he had not received any part a parcel of the sum due on the said Bond or any satisfaction for the same except the Interest to the 31st of May 1784 included in a note of hand of that date. The said oath made by the said Benjamin Levy before the subscriber a justice of the peace in and for Baltimore County which I do hereby certify

Lyde Goodwin (Seal)

I Benjamin Levy the Obligee in the within bond do hereby assign and transfer unto John Donnaldson and William Coxe Junr. of Philadelphia merchants all my right title and interest in and to the within bond for a valuable consideration by me received from the said John Donnaldson and William Coxe Junr. which I hereby acknowledge to have been fully satisfied by the said John Donnaldson and William Coxe Junr. In witness whereof I hereunto subscribe and set my hand and seal this 15th day of June in the year 1785.

Signed & sealed in the presence of
John McKim. Jacob T. Levy

Benjamin Levy (Seal)

Which being read and heard the said Leonard Hollyday saith that the said John Donnaldson and William Coxe their action aforesaid against him to have or maintain ought not because he saith that he the said Leonard Hollyday before the impetration of the original writ in this cause to wit the sixth day of September in the year seventeen hundred and eighty five at the County of Prince George did pay to them the said John Donnaldson and William Coxe the aforesaid sum in the said condition mentioned together with all the Interest thereon due according to the form and effect of the said condition and this he is ready to verify wherefore he prays judgment whether the said John Donnaldson and William Coxe their action aforesaid against him to have or maintain ought and so forth - and the said John Donnaldson and William Coxe by their attorney aforesaid say that they by anything by the said Leonard Hollyday alledged from having and maintaining their action aforesaid against him ought not to be precluded because they say that the said Leonard Hollyday did not pay to them the said John Donnaldson and William Coxe the aforesaid sum of money with legal Interest for the same on the afd. sixth day of September in the year seventeen hundred and eighty five which the aforesaid Leonard Hollyday to the aforesaid John Donnaldson and William Coxe on the aforesaid day ought to have paid according to the form and effect of the said condition as the said Leonard Hollyday above hath alledged and this they pray may be enquired of by the Country and the said Leonard Hollyday in like manner and so forth - Whereupon this cause standing ready for trial for special reasons to the court here shewn and with consent of parties the same is continued until next Court - At which said next court to wit: the 10th day of October Anno Domini 1786 come again the said parties plaintiffs and defendant by their Attonies aforesaid and the afd. defendant by his said Attorney relinquishing the averment afd. above by him pretended saith that he cannot deny the action afd. of the afd. John Donnaldson and William Coxe so as-

afd. against him brought nor but that the writing Obligatory is the deed of him the said Leonard Hollyday nor but that he owes to the aforesaid John Donnaldson and William Coxe the aforesaid sum of one hundred and ninety eight pounds nine shillings and two pence current money of Maryland in manner and form aforesaid so as the aforesaid John Donnaldson and William Coxe above against him have declared - Therefore it is considered by the judges here that the said John Donnaldson and William Coxe recover against the said Leonard Hollyday as well the sum of one hundred and ninety eight pounds nine shillings and two pence current money of Maryland his debt aforesaid in form aforesaid confessed as also the sum of

pounds of tobacco by the court here unto the said John Donnaldson and William Coxe on their Assent Adjudged as well for their damages sustained by means of the detention of that debt as for their costs and charges by them about their suit in this behalf laid out and Expended and the said defendant in mercy &c. —

Memorandum the plaintiffs agree to release the penalty on payment of Principal Interest and cost of suit. they also agree to stay Execution until the 10th of February -

Afterwards, to wit; on the seventh day of May in the year seventeen hundred and eighty eight the aforesaid Leonard Hollyday, produced the states writ of Error commanding the judgment aforesaid to be transmitted to the high Court of Appeals and the record thereof is hereby transmitted Accordingly. Test.

Thos. B. Hodgkin Clk.

In testimony that the aforegoing is a true copy from the record of proceedings of the General Court for the Western shore of Maryland I have hereto set my hand and affixed the seal of office this 8th day of May Anno Domini 1788. —

Exd. Exam.

Thos. B. Hodgkin Clk.