aforesaid John Donnaldson and William Coxe declared against the said Leonard Holliday in the plea aforesaid as follows, to wit; Western Shore of Maryland Prince Georges County to wit; Leonard Holliday late of Prince Georges County aforesaid gentleman otherwise called Leonard Holliday of Prince Georges County Gentleman was summoned to answer unto John Donnaldson and William Coxe the younger Assignees of a certain Benjamin Levy according to the act of Assembly in such case lately made and provided of a plea that he render unto them the sum of one hundred and nineteen pounds one shilling and six pence sterling money of Great Britain of the value of one hundred and ninety eight pounds nine shillings and two pence current money of Maryland which from them he unjustly detains and so forth - And whereupon the said John Donnaldson and William Coxe by Robert Smith their Attorney say that whereas the said Leonard Holliday on the third day of April in the year seventeen hundred and eighty three at the County aforesaid by his certain writing obligatory had acknowledged himself to be held and firmly bound unto the said Benjamin Levy in the said sum of one hundred and nineteen pounds one shilling and six pence sterling money of Great Britain to be paid to the said Benjamin Levy when thereunto afterwards he should be requested which said sum of one hundred and nineteen pounds one shilling and six pence sterling money of Great Britain at the time of executing the writing obligatory aforesaid was and ever since hath been and still is of the value of one hundred and ninety eight pounds nine - shillings and two pence current money of Maryland to wit: at Prince Georges County and afterwards to wit on the fifteenth day of June in the year seventeen hundred and eighty five the aforesaid sum of one hundred and nineteen pounds one shilling and six pence sterling money of Great Britain or any part thereof or the value thereof not being paid unto the said Benjamin Levy he the said Benjamin by his certain writing under his hand and seal on the said writing obligatory endorsed did assign the said writing obligatory unto the said John Donnaldson and William Coxe for value received to wit at the County aforesaid and did on the fourteenth day of June in the same year make oath before Lyde Goodwin one of the justices of the state of Maryland for the County of Baltimore that he had received no part or parcel of the money mentioned in the said writing obligatory nor any satisfaction for the same which said oath was endorsed on the writing obligatory aforesaid. of all which the said Leonard Holliday afterwards to wit on the first day of July in the year aforesaid had notice - Nevertheless the said Leonard Holliday altho' often requested the aforesaid sum of one hundred and nineteen pounds one shilling and six pence sterling money of Great Britain or any part thereof or the value thereof to them the said John Donnaldson and William Coxe hath not yet paid but the same to them to pay altogether hath hitherto refused and still doth refuse to the damage of the said John Donnaldson and William Coxe three hundred and sixty pounds current money of Maryland and thereupon they bring suit and so forth (and they the said Donnaldson & Coxe bring into court as well the writing obligatory aforesaid which the debt aforesaid in form aforesaid testifieth the date whereof is the same day and year aforesaid as also the writing of assignment under the hand and seal of the said Benjamin Levy the date whereof is the same day and year aforesaid and also the oath aforesaid upon the writing obligatory endorsed as aforesaid -

Robt. Smith for Plff. — Pledges Prosq. { Jno. Doe & Richd. Roe

A copy of which aforegoing declaration was made and sent with the writ which issued in the plea aforesaid - At which said second Tuesday of October to wit the 11th day of the same month anno Domini 1785 being the day of the return of the aforegoing writ comes the said John Donnaldson and William Coxe the younger by their Attorney aforesaid and the Sheriff of Prince Georges County to whom the aforegoing writ was directed likewise comes and makes return thereof to the court here thus Indorsed viz.

Cepi. Copy left 19th of Sept. — J Beall Shff.

and the aforesaid Leonard Holliday being called upon appears and at the prayer of the plaintiffs by their Attorney aforesaid is adjudged to give special bail to the action aforesaid. Thereupon a certain Rinaldo Johnson of Prince Georges County Gentleman present here in court undertakes for the said Leonard Holliday that in case the said John Donnaldson and William Coxe shall recover judgment against the said Leonard Holliday in the plea aforesaid or that the said Leonard Holliday shall be thereof legally convict that then the said Leonard Holliday shall pay the condemnation of the court thereon or render his body to the custody of the sheriff of Prince Georges County in satisfaction thereof or that he the said Rinaldo Johnson will do it for him - and the aforesaid Leonard Holliday by John Allen Thomas his Attorney comes and defends the force and injury when and so forth and prays leave to imparle hereunto until next court and he hath it and the same day is given to the plaintiffs also - At which said next court to wit the 9th day of May Anno Domini 1786 come again as well the said John Donnaldson and William Coxe by their Attorney aforesaid as the said Leonard Holliday by his Attorney aforesaid and the said Leonard Holliday by his said Attorney as before defends the force and injury when and so forth and prays an hearing of the writing obligatory aforesaid and of the condition thereof and he hath them as follows, to wit

Know all men by these presents that we Leonard Holliday and Leonard Holliday Junr. of Prince Georges County and state of Maryland Gentlemen are held and firmly bound unto Benjamin Levy merchant in the full and just sum of one hundred and nineteen pounds one shilling and six pence Sterling money of Great Britain to be paid to the said Benjamin Levy his certain Attorney Executors, administrators or assigns. To the which payment well and truly to be made and done We bind ourselves jointly and severally our heirs Executors & administrators each and every of them in the whole and for the whole, firmly by these presents sealed with our seals and dated this third day of April Anno Domini one thousand seven hundred and eighty three - The condition of the above obligation is such that if the above bound Leonard Holliday and Leonard Holliday Junr. both or either of them do and shall well and truly pay or cause to be paid unto the said Benjamin Levy his certain Attorney Executors, administrators or assigns the full and just sum of fifty nine pounds ten shillings and nine pence sterling money as aforesaid on or before the tenth day of April in the year of our Lord one thousand seven hundred and eighty four with legal Interest thereon from the date of these presents then the above obligation to be void else to be and remain in full force and virtue in Law -

Sealed and delivered in presence of } Thos. Contee. B Contee -

L Holliday - (Seal)

L Holliday Junr. - (Seal)