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 said Melchor Keenor also. – At which said next Court to wit the 11th day of October Anno Domini 1785 come again the said parties plaintiff and defendant by their attornies aforesaid and the aforesaid Defendant by his said attorney prays further leave to imparle hereunto until next court and he hath it and the same day is given to the plaintiff also – At which said next court to wit the 9th day of May Anno Domini 1786 comes again the said parties plaintiff and defendant by their attornies aforesaid and the aforesaid defendant by his said attorney prays further leave to imparle hereunto until next Court and he hath it and the same day is given to the plaintiff also – At which said next Court to wit the 10th day of October Anno Domini 1786 comes again the said parties plaintiff and defendant by their attornies aforesaid and the aforesaid defendant by his said attorney prays further leave to imparle hereunto until next Court and he hath it and the same day is given to the plaintiff also. – At which said next Court to wit the day of May – Anno Domini 1787. comes again as well the said Melchor Keenor by his attorney aforesaid as the said Jacob Myers by his attorney aforesaid, and the aforesaid Jacob Myers by his said attorney further comes and defends the force and injury when and so forth and prays an hearing of the writing obligatory aforesaid and the condition thereof and he hath them as follows to wit – Know all men by these presents that I Jacob Myer of Baltimore Town in the state of Maryland am held and firmly bound unto Melchor Keenor Merchant of the same place in the just sum of two hundred pounds specie to be paid unto him the said Melchor Keenor or to his certain attorney his heirs Executors. administrators or assigns – For the which payment well and truly to be made I do bind myself my heirs Executors. administrators and every of them firmly by these presents sealed with my seal and dated the fifteenth day of March one thousand seven hundred and eighty two – The condition of this obligation is such that if the above bounden Jacob Myer his heirs Executors – administrators or any of them shall well and truly pay or cause to be paid unto the above named Melchor Keenor his heirs Executors. administrators or assigns the just and full sum of one hundred pounds specie and that at or upon the first day of November in the year one thousand seven hundred and eighty four with lawful Interest for the same and that without fraud or further delay then this obligation to be void and of none effect – otherwise to be and remain in full force and virtue –

Sealed and delivered in the presence of – }
Peter Shepherd. Mich.l Diffenderffer }

Jacob Myers (Seal)

Which being read and heard the said Jacob Myers saith that the said Melchor Keenor ought not to have or maintain his action aforesaid against him because

he saith that after the making the writing aforesaid and after the of mentioned in the said Condition and before the day of issuing the original writ of him the said Keener to wit on the thirty first day of April in the year of our Lord one thousand seven hundred and eighty five at the County aforesaid the said Myers paid to the said Keener the sum of contained in the said Condition of the said bond according to the form and effect of the Statute in such case made and provided – together with all interest then due thereon and this he is ready to verify where &c he prays judgment whether the said Keener his action aforesaid against him ought to have and maintain and so forth. And the said Melchor Keener saith that he by any thing by the said Jacob Myers alledged from having and maintaining his action aforesaid ought not to be precluded because he saith that the aforesaid Myers did not pay to him the said Keener the aforesaid sum of money with legal Interest for the same on the aforesaid thirty first day of April in the year seventeen hundred and eighty five which the aforesaid Myers to the said Keener on the aforesaid day ought to have paid according to the form and effect of the said Condition as the aforesaid Myers above hath alledged and this he prays may be enquired of by the country and the aforesaid Myers in like manner and so forth Nevertheless the aforesaid Jacob Myers by his attorney aforesaid relinquishing the averment aforesaid above by him pretended saith that he cannot deny the action aforesaid of the aforesaid Melchor Keener so as aforesaid against him brought nor but that the writing obligatory aforesaid is the deed of him the said Myers nor but that he owes to the aforesaid Keenor the aforesaid sum of two hundred pounds current money in manner and form aforesaid so as the aforesaid Keenor above against him hath declared -- Therefore it is considered by the judges here that the said Melchor Keenor recover against the said Jacob Myers as well the sum of two hundred pounds current money his debt aforesaid in form aforesaid confessed as also the sum of seven hundred and one pounds of tobacco by the court here unto the said Melchor Keenor on his assent adjudged as well for his damages sustained by reason of the detention of that debt as for his costs and charges by him about his suit in this behalf laid out and expended and the said defendant in mercy &c – Memorandum the plaintiff agrees to release the penalty on payment of principal Interest and costs of suit, he also agrees to stay Execution until the first of July next – Afterwards to wit on the twenty seventh day of June in the year seven teen hundred and eighty seven the aforesaid Jacob Myers produced the states writ of error commanding the judgment aforesaid to be transmitted to the high court of appeals and the record thereof thereof is hereby transmitted accordingly

Test Thomas B. Hodgkin Cl.

In Testimony that the foregoing 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 27th day of June Anno Domini 1787. —

Exam.

Thomas B. Hodgkin Cl.