currency exchange and promised in case exchange should be lower to indemnify him for the difference.

Naph: H Myers

New York 16th July 1765

Recd the Interest due on this Bond to the above date being £70.11.6
and at same time principal paid ——— 226.11.0

£ 297.2.6

Recd at 15/ p£

Saml Sadler

At which said second Tuesday of October being the thirteenth day of the same month in the year of our Lord one thousand seven hundred and eighty nine and the day of the return of the aforegoing writ, come into the general court here the said Naphtaly H Myers by his attorney aforesaid, and the sheriff of Baltimore County to whom the said writ was in form aforesaid directed makes return thereof to the court here thus indorsed to wit

Cepi Copy left 11th July Thomas Rutter Shff

and the said Benjamin Levy by Henry Ridgely and Samuel Chase his attorneys appears in court here, and thereupon on motion of the said Naphtaly H Myers by his attorney aforesaid It is ruled by the court here that the said Benjamin Levy give special bail in the plea aforesaid. Thereupon the said Benjamin Levy by his attorney aforesaid files in court here the following bail piece to wit.

Naphtaly Hart Myers against Benjamin Levy } You Lyde Goodwin and William Hammond jointly and severally acknowledge yourselves special bail for Benjamin Levy at the suit of Naphtaly Hart Myers in an action of debt brought by the said Naphtaly Hart Myers against the said Benjamin Levy in the general court for the Western Shore to be held in the city of Annapolis the second Tuesday in October next; they acknowledge themselves content therewith this 17th Day of Octob: Seventeen hundred and Eighty nine.

Acknowledged before Isaac V Bibber
Abm. V Bibber

I Benjamin Levy empower, authorize and appoint Samuel Chase & Henry Ridgely Esquires to appear for me in the above action. Given under my hand and seal this 15 day of October seventeen hundred and eighty nine.

Witness
Lyde Goodwin

Benjamin Levy (Seal)

To the Honorable the Judges of the General Court

(And

And Thereupon on motion of the said Naphtaly Hartman by his attorney aforesaid It is ruled by the court here that the said Benjamin Levy answer to the Declaration aforesaid in the plea aforesaid, or Judgment by the court here will be rendered against him in default thereof; and the said Benjamin Levy by his attorneys aforesaid defends the force and injury when and so forth; and prays leave of the court here to imparle untill the second Tuesday of may next and then to answer to the Declaration aforesaid in the plea aforesaid and to him it is granted the same day is given to the said Naphtaly H Myers also.

At which said second Tuesday of May being the eleventh day of the same month in the year of our Lord one thousand seven hundred and ninety: to which said day the said Benjamin Levy had leave to imparle and then to answer to the Declaration aforesaid in the plea aforesaid, come again into the general court here as well the said Naphtaly H Myers by his attorney aforesaid, as the said Benjamin Levy by his attorneys aforesaid. and the said Benjamin Levy by his attorneys aforesaid comes and defends the force and injury when and so forth, and demands oyer of the writing obligatory aforesaid, and of the condition thereof and they are read to him, which being read and heard the said Benjamin saith that he the said Naphtaly his action aforesaid against him the said Benjamin ought not to have or maintain, because he saith that after the making of the writing obligatory aforesaid, and before the issuing of the writ in this cause, to wit on the day of in the year at Baltimore County aforesaid he paid the said Naphtaly the sum of specified in the said condition with legal interest then due thereon according to the form and effect of the said condition, and this he is ready to verify wherefore he prays judgment if the said Naphtaly his action thereupon against him the said Benjamin ought to have or maintain, and so forth.

And the said Benjamin with the leave of the court here and according to the form of the statute in such case made and provided further comes and defends the force and injury when and so forth and prayeth an hearing of the writing obligatory aforesaid and also of the condition of the said writing and also of the writ

(issued)