thereunto required. Nevertheless the aforesaid Nathan Levy (although often thereunto required) the aforesaid sum of Current money to the said State of Maryland hath not rendered or paid, but the same sum of Current money hitherto to render or pay he hath altogether refused, and still doth refuse; wherefore the said State is the worse and hath damage to the value of fifteen hundred pounds Current money and therefore she brings suit and forth; and brings here into Court the writing obligatory aforesaid, sealed with the seal of the aforesaid Nathan Levy which the debt aforesaid in form aforesaid, witnesseth the date whereof is the day and year aforesaid and forth.

L. Martin for the State. pledges and forth. John Doe & Richd Roe

A Copy of the aforegoing declaration was made and sent with the writ which issued in the plea aforesaid.

At which mentioned second tuesday of May being the fourteenth day of the same month Anno Domini seventeen hundred and ninety three and the day of the return of the aforegoing writ, comes here into our General Court the aforesaid Luther Martin Attorney for the said State who for the said State in this behalf prosecuteth; And the Sheriff of Prince Georges County to whom the said aforegoing writ was made and directed likewise comes and makes return thereof to the Court here, thus endorsed to wit. Cepi Copy left with Defendant 8th Jany 1793.

Wm D Beall Shff.

And the aforesaid Nathan Levy by David McMechen and William Pitts his attornies comes and saving to himself all advantages as well to the writ, as to the Declaration aforesaid prays leave of the Court to Imparle hereunto untill next Court and he hath it, the same day is given to the said State also. At which said next Court, to wit, the said second tuesday of October being the eigth day of of the same month Anno Domini seventeen hundred and ninety three comes again into our General Court as well the aforesaid Luther Martin Attorney for the said State who for the said State in this behalf prosecuteth as the aforesaid Nathan Levy by his attorney aforesaid

And the aforesaid Nathan Levy by David McMechen his attorney aforesaid as before defends the force and injury when,

when and forth and saith that the declaration aforesaid in form aforesaid made and declared and the matter therein contained are not sufficient in Law for the said State to have or maintain its said action against him the said Nathan and that he the said Nathan have no need nor is he bound by the Law of the Land to answer unto the Declaration in manner and form aforesaid made and declared and this he is ready to verify; wherefore for want of a sufficient declaration in this behalf the said Nathan prayeth Judgment, and that the said State may be barred from having its said action against him the said Nathan &c. And for Causes of Demurrer in Law in this behalf, he the said Nathan according to the form of the Statute in such like cases made and provided Sheweth to the Court here these following (that is to say) that there are divers blanks in the said Declaration wanting words to express times dates &c and that the said Declaration is uncertain repugnant and inconsistent and wants form &c.

D McMechen for Deft.

And hereupon the aforesaid Luther Martin Attorney for the said State who for the said State in this behalf prosecuteth with leave of the Court according to the form and effect of the Act of Assembly in such cases made and provided affiles in Court here his amended Declaration against the aforesaid Nathan Levy in the plea aforesaid in manner and form following to wit.

Western Shore of Maryland Prince Georges County fs. Nathan Levy late of Prince Georges County was summoned to answer unto the State of Maryland of a plea that he render unto the said State of Maryland and of a plea that he render unto the said State the just and full sum of one thousand pounds Current money which to the said State he owes and unjustly detains and forth. And Whereupon the said State of Maryland by Luther Martin its attorney saith that whereas the aforesaid Nathan Levy on the ninth day of October in the year one thousand seven hundred and eighty two, at the County aforesaid by his certain writing obligatory acknowledged himself to be held and firmly bound unto the aforesaid State of Maryland in the aforesaid sum of Current money to be paid to the said State of Maryland when afterwards he should be thereunto required. Nevertheless the aforesaid Nathan

Levy,