aforesaid, by their Attorneys aforesaid: and the said Thomas by his Attorney afore-
said filed in Court here his Declaration in the plea aforesaid against the said
Levin in manner and form following, to wit: Somerset County, to wit:
Levin Miles late of Somerset County planter, was summoned to answer unto
Thomas Handy junior of a plea that he render unto him the sum of eight
hundred and seventy three pounds four shillings Specie, current money of
Maryland, which to him he owes and unjustly detains and so forth—
And whereupon the same Thomas Handy by Gustavus Scott his Attorney, saith
that the same Levin Miles on the sixteenth day of June in the year seventeen
hundred and eighty seven, at the County aforesaid, by his certain writing obliga-
tory, which the same Thomas sealed with the seal of the same Levin here into
Court doth bring, the date whereof is the same day and year aforesaid, granted
and acknowledged himself to be held and firmly bound unto the aforesaid
Thomas in the aforesaid sum of eight hundred and seventy three pounds
four shillings Specie, current money of Maryland, to be paid to the same Thomas
when afterwards he the same Levin should be thereto required—Nevertheless
the same Levin (tho thereto often required the aforesaid sum of money, or any
part thereof, unto the same Thomas yet hath not rendered or paid, but the
same to render or pay, he hitherto altogether hath refused, and still doth refuse, to
the Damage of the same Thomas one thousand pounds current money of
Maryland, whereupon he brings suit &c.

Gust. Scott for the Plff. pledges &c. John Doe, Rich. Roe.

The writing obligatory whereof mention is made in the Declaration aforesaid,
follows in the words following, to wit: Maryland, Somerset County—Know all
men by these presents, that we Levin Miles, Samuel Wilson senior and Samuel
Smyth of the County and State aforesaid, are held and jointly bound unto Thomas
Handy junior of the same place, in the full and just sum of eight hundred and
seventy three pounds four shillings Specie Currency of Maryland, to be paid unto
the said Thomas Handy junior his certain Attorney, Heirs, Exors, Admrs or Assigns: to
which payment well and truly to be made and done, we do jointly and severally
bind ourselves and our Heirs, Exors and Admrs for and in the whole, firmly by
these presents, sealed with our seals and dated this eighteenth day of June Anno
Domini seventeen hundred and eighty seven—The Condition of the above Obli-
gation is such, that if the above bounded Levin Miles, Samuel Wilson senior and
Samuel Smith, them or their Heirs, Exors and Admrs do pay or cause to be paid
unto the aforesaid Thomas Handy junior, his certain Attorney, Heirs, Exors, Admrs or
Assigns the full and just sum of four hundred and thirty six pounds twelve shil-
lings Specie Currency of Maryland, with legal Interest thereon, then the above
Obligation to be void and of no effect, otherwise to stand and remain in full
force, power, virtue in Law—

Signed, sealed and delivered
in the presence of Denwood Wilson, William Hath—

Levin Miles (Seal)
Sam Wilson (Seal)
Sam.l Smith (Seal)

N.B. Part of the seventh line of the obligation blotted out before Execution

On the back of the original Bond were the following Indorsements, to wit:
October 24. 1787. Received of Levin Miles, one yoke of Oxen at ten pounds price, in part dis-
charge of the within Bond — Thos. Handy.
February 26th 1788. Received of Levin Miles twenty one pounds two shillings and six
pence in part discharge of the within Bond — Thos. Handy.
March 26th 1788. Received of Levin Miles, one Lineal Mare & twelve pounds ten shillings
price — Thos. Handy.
June 2. 1788. Recevd. of Levin Miles, eleven pounds in discharge of the within
Bond — Thos. Handy.
Nov.r 15th 1788. Received of Levin Miles one hundred Dollars in part discharge of the
within Bond — Th. H. £37..10.

And the said Thomas by his Attorney aforesaid, prayed that a rule of Court be made
for the said Levin to file his plea and answer to the Declaration aforesaid of him the
said Thomas, by the second Tuesday of April then next following, and it was granted
unto him: Thereupon further process of and upon the premises aforesaid, between
the parties aforesaid, by consent of the said parties and their Attorneys aforesaid, and
by order of the Court here, thereon was further continued until the second Tuesday of
April then next following—At which said second Tuesday of April seventeen hun-
dred and ninety, came again the parties aforesaid, by their Attorneys aforesaid, and
the said Levin by his Attorney aforesaid, defends the force and injury when and we-
fore, and craves oyer of the said writing obligatory, and it is read to him in these words,
that is to say: which being read and heard, he also craves oyer
of the Condition of the said writing obligatory, which is read to him in these words:
that is to say: which being read and heard, the said Levin saith
that the said Thomas his Action aforesaid against him to have and maintain ought not,
he saith that after the making the said writing obligatory and before the day of the Im-
petration of the process in this Cause, that is to say, on the day of
in the year of our Lord one thousand seven hundred and at Somerset
County aforesaid, he the said Levin paid unto the said Thomas, the said sum of four
hundred and thirty six pounds twelve shillings and six pence in the said Condition
mentioned, according to the form of the Statute in such case made and provided, together
with all Interest thereon then due; and this he is ready to verify: wherefore he prays Judg-
ment whether the said Thomas ought to have or maintain his said Action thereof again
him the said Levin—And the said Thomas by his Attorney aforesaid says that he from
having and maintaining his Action aforesaid, against him the said Levin ought not to be
precluded, because he says that the said Levin did not well and truly pay and discharge