the Court here in default thereof; And the said Christopher Hughes by his Attorney aforesaid defends the force and Injury when and so forth, and prays leave of the Court here to imparle until the second Tuesday of October next, and then to reply and answer to the Pleas aforesaid of the aforesaid Leonard Harbaugh and to him it is granted, the same day is given to the said Leonard Harbaugh also

At which said second Tuesday of October being the eighth day of the same Month in the year of our Lord one thousand seven hundred and ninety three, to which said day the said Christopher Hughes had leave to imparle, and then to answer the Pleas aforesaid of the aforesaid Leonard Harbaugh above set forth, come again into the General Court here as well the aforesaid Christopher Hughes by his Attorney aforesaid as the said Leonard Harbaugh by his Attorney aforesaid, And the said Christopher Hughes by his Attorney aforesaid as before) defends the force and injury when and so forth, and prays further leave of the Court here to imparle until the second Tuesday of May next, and then to reply and answer to the Pleas aforesaid of the aforesaid Leonard Harbaugh, and to him it is granted, the same day is given to the said Leonard Harbaugh also.

At which said second Tuesday of May being the thirteenth day of the same Month in the year of our Lord one thousand seven hundred and ninety four, to which said day the said Christopher Hughes had leave to imparle and then to reply and answer to the Pleas aforesaid of the aforesaid Leonard Harbaugh above set forth, come again into the General Court here as well the aforesaid Christopher Hughes by his Attorney aforesaid, as the said Leonard Harbaugh by his Attorney aforesaid, And the said Christopher Hughes by his Attorney aforesaid, says that he by any thing by the said Leonard Harbaugh above in pleading alleged, ought not to be precluded from his Action aforesaid thereof against him the said Leonard Harbaugh had because he says, that the plea aforesaid by the said Leonard Harbaugh in manner and form aforesaid above pleaded, and the matter in the same contained are not sufficient in Law to preclude him the said Christopher Hughes from his Action aforesaid thereof against him the said Leonard Harbaugh had; to which said plea in manner and form aforesaid above pleaded he the said Christopher Hughes hath no necessity nor is by the Law of the Land obliged in any manner to answer: And this he is ready to verify: Wherefore for want of a sufficient plea in this behalf the said Christopher Hughes prays Judgment, and his debt aforesaid, together with his damages by reason of the detention of that debt, to be adjudged to him and so forth And the said Leonard Harbaugh by his Attorney aforesaid, says that the plea aforesaid by him the said Leonard Harbaugh in form aforesaid pleaded are sufficient in Law to preclude him the said Christopher Hughes from his Action aforesaid thereof against him the said Leonard Harbaugh had: which said plea and the matter therein contained the said Leonard is ready to verify and

and prove as the Court &c. And because the said Christopher Hughes doth not answer to that plea, nor the same hitherto deny, the said Leonard Harbaugh as before prays Judgment, and that the said Christopher Hughes may be precluded from his Action aforesaid thereof against him the said Leonard Harbaugh had and so forth. But because the Court here are not yet advised to give their Judgment of and upon the premises, day therefore is given to the parties aforesaid before the Court here until the second Tuesday of October next to hear their Judgment of and upon those Premises because the Court here thereof are not yet and so forth.

And now at this day, to wit, the said second Tuesday of October being the fourteenth day of the same Month in the year of our Lord one thousand seven hundred and ninety four, comes again into the General Court here as well the aforesaid Christopher Hughes by his Attorney aforesaid as the said Leonard Harbaugh by his Attorney aforesaid, Nevertheless the said Leonard Harbaugh by his Attorney aforesaid relinquishing the Averments aforesaid above by him pretended, says that he cannot deny the Action aforesaid of the aforesaid Christopher Hughes so as aforesaid against him brought nor but that the said Christopher Hughes hath sustained Damage to the sum of one thousand four hundred, and forty two pounds Current money by Occasion of the non performance of the Covenant and Agreement aforesaid in manner and form as the aforesaid Christopher Hughes above against him hath declared, Therefore it is considered by the Court here that the said Christopher Hughes recover against the said Leonard Harbaugh as well the Sum of one thousand four hundred and forty two pounds Current money his Damages aforesaid in form aforesaid confessed, as also the quantity of one thousand six hundred and five pounds of Tobacco by the Court here unto him on his Assent adjudged for his Costs and Charges by him about his Suit in that behalf laid out and expended, And the said Leonard Harbaugh in mercy and so forth.

Memorandum. Judgment was rendered in this Cause on the thirty first day of October in the year of our Lord one thousand seven hundred and ninety four for the Sum of one thousand four hundred and forty two pounds Current money and Costs. This Judgment is to bind a proportionable part of property conveyed to the Trustee appointed according to the Act of Assembly, entitled, "An Act for the relief of sundry Insolvent Debtors confined in the sundry Gaols of this State passed the fourteenth day of December 1790, and any property acquired by the said Defendant after the said conveyance by descent or in his own right by devise, bequest, or in course of distribution or which the said Defendant may hereafter so acquire, and none other.

I Hollingsworth
Philip B Key for Deft

Test. John Green Clk