that if it should happen that Judgment by the Court here for the aforesaid Samuel Handy in the plea aforesaid against the said Levin Richman should be rendered then the said Thomas Hicks granted that all such damages Costs and charges which unto the said Samuel Handy in this part should by the Court be adjudged of this Levied and Shall should be made and to the use of the said Samuel Handy levied, if it should happen that the said Levin Richman the said Damages Costs and Charges unto the said Samuel Handy should not pay or his body in execution of such Judgment to the Sheriff or Prison of Dorchester County aforesaid by that Occasion should not render. And thereupon day was given unto both the said Samuel Handy & to the said Levin Richman by the Court here until the second Tuesday in September next following. At which day to wit, the second Tuesday of September Anno Domini One thousand Seven hundred and eighty eight, here came again as well the said Samuel Handy as the said Levin Richman, by their attorneys aforesaid, and the said Samuel Handy by his attorney aforesaid offered his Declaration in the plea aforesaid against the said Levin Richman in manner and form following Viz.

Dorchester County ss. Levin Richman, late of Dorchester County Gentleman was summoned to answer unto Samuel Handy of a plea that he render unto him five hundred and fifty pounds current money of Maryland which to him he owes and unjustly detains and Specifieth, and whereupon the said Samuel by William Hayward his attorney saith that whereas the said Levin on the fourth day of April in the year of our Lord One thousand Seven hundred and eighty six at Dorchester County aforesaid, by his certain Writing Obligatory which the said Samuel with the seal of the said Levin sealed here into Court doth bring the date whereof is the same day and year aforesaid acknowledged himself to be held and firmly bound unto the said Samuel by the name and description of Samuel Handy Administrator of Henry Dennis Esquire late of Worcester County deceased, in the sum of five hundred and fifty pounds current money of Maryland to be paid to the said Samuel when he the said Levin should be thereto afterwards requested. Nevertheless the said Levin the often requested the said sum of five hundred and fifty pounds unto the said Samuel hath not paid or his same in any part contented but the same to him to pay he hath refused and still doth refuse, whereupon the said Samuel saith he is injured and hath damage to the value of two hundred pounds current money of Maryland and therefore he brings suit &c. &c.

Wm Hayward for Plff. J. Doe, R. Roe } Pledges of prosecution.

The said Levin Richman by his attorney aforesaid comes and defends the force and injury when and wherefore and prays an hearing of the writing Obligatory aforesaid and the Condition thereof and he hath them in the words following that is

Maryland ss. Know all men by these presents that we Levin Richman and James Shaw of Dorchester County and State aforesaid Gentlemen are held and firmly bound unto Samuel Handy Administrator of Henry Dennis Esquire, late of Worcester County deceased in the full and just sum of five hundred and fifty pounds current money of Maryland to be paid to the said Samuel Handy his certain attorney, Executors Administrators or assigns To which payment well and truly to be made and done we bind ourselves our heirs executors Administrators jointly and severally firmly by these presents sealed with our seals and dated this Seventh day of April Anno Domini One thousand Seven hundred and Eighty six.

The Condition of the above Obligation is such that if the above bound Levin Richman and James Shaw do and shall well and truly pay or cause to be paid unto the said Samuel Handy Administrator of Henry Dennis (Deceased) his certain attorney Executors Administrators or assigns the full and just sum of two hundred and fifty five pounds Eleven shillings and one penny Dollars at seven shillings and six pence each at or upon the day of next ensuing the date hereof with Legal Interest for the same: Then the above Obligation to be Void and of none effect, else to be and remain in full force and virtue in law.

Sealed and Delivered in presence of Arch. Fallson & Handy.

Levin Richman (Seal)
James Shaw (Seal)

Which being read and heard the said Levin Richman by his attorney aforesaid prayed leave to imparle therein here until the second Tuesday of April then next following and it was granted unto him the same day was given to the said Samuel Handy then &c. At which day to wit the second Tuesday of April Anno Domini Seventeen hundred and eighty nine came again the said Samuel Handy by his attorney aforesaid and says that Levin Richman the Defendant in this Cause is dead, and died intestate: to wit, after the last imparlance of the plea aforesaid and before the said second Tuesday of April Anno Domini Seventeen hundred and eighty nine, to wit, on the day of at Dorchester County aforesaid and this is not denied, the said Samuel Handy being not paid the debt and Damages aforesaid after the death of which said Levin Richman Administration of all and singular the goods and Chattels Rights and Credits which belonged to the said Levin Richman at the time of his death was in due form of law Committed to a Certain Lark Richman. Whereupon the premises between the parties aforesaid by their attorneys is further continued here until the second Tuesday of September next following. At which said second Tuesday of September Anno Domini One thousand Seven hundred and eighty nine comes again as well the said Samuel Handy by his attorney aforesaid, as the said Lark Richman Administrator of the aforesaid Levin Richman (who being made a party in this Cause according to the act of Assembly in such Case made and provided, by Gentleman Scott his attorney defends the force and injury when and wherefore and saith that she cannot gain say the action aforesaid of the aforesaid Samuel Handy, nor can she