At which said second Tuesday of April, seventeen hundred and ninety, came again the parties aforesaid, by their Attorneys aforesaid; and the said Robert by his Attorney aforesaid, defends the force and injury when and so forth, and prays oyer of the writing obligatory aforesaid, and it is read unto him in these words, that is to say: which being read and heard the said Robert saith that the said Joseph his Action thereof against him to have or maintain ought not, because he saith that on the tenth day of September in the said writing obligatory mentioned, he the said Robert paid unto the said Joseph all the money and Interest in the said writing obligatory mentioned, which thereby to pay he was bound, and this he is ready to verify, wherefore he prays Judgment if the said Joseph his Action aforesaid against him to have ought &c. And the said Joseph by his Attorney aforesaid, saith that he, by any thing by the said Robert above alledged in pleading, ought not to be precluded from having and maintaining his Action thereof against him; because he saith, that the said Robert did not on the said tenth day of September, pay and discharge the said sum of money and Interest in the said writing obligatory mentioned as by the same he was bound, and this he is ready to verify; and prays the same may be enquired of by the Country; and the said Robert in like manner and so forth: Whereupon this Cause standing ready for Trial, further proceeds 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 September then next following — And now here at this day, to wit, the second Tuesday of September seventeen hundred and ninety, come again the parties aforesaid, by their Attorneys aforesaid: and the said Robert by his Attorney aforesaid relinquishing the Averment above by him pretended, saith that he cannot gainsay the Action aforesaid of the said Joseph, nor but that the writing obligatory aforesaid, is the Deed of him the said Robert, nor but that he owes unto the said Joseph the said sum of three hundred and six pounds thirteen shillings and eleven pence current money in manner and form as the said Joseph above against him hath complained: Therefore it is considered by the Court here, that the said Joseph doth recover against the said Robert, his Debt aforesaid in form aforesaid acknowledged; as also the Quantity of five hundred and forty three and four fifths pounds of Tobacco as well for his Damages which he hath sustained by occasion of the Detention of that Debt, as for his Costs and Charges by him about his suit in this behalf expended unto the same Joseph by the Court here with his Assent adjudged &c, and the said Robert Lemmon in mercy and so forth —

James Kark Clk.

Judgment was confessed in this Action on the eighteenth day of September

seventeen hundred and ninety, for Penalty and Costs. Penalty to be released on payment of Principal, Interest and Costs. Payments if any to be allowed. No Stay of Execution —

Thomas Handy junior
vs
Levin Miles. — Be it remembered that on the twenty seventh day of March seventeen hundred and eighty nine, Command was given to the Sheriff of Somerset County, that he should take Levin Miles late of Somerset County, planter if he should be found in his Bailiwick, and him safe keep, so that he might have his body before the Judges of our General Court, to be held for the Eastern Shore of this State, in Talbot County, at the Court house in the same County, the second Tuesday of April next, 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 Maryland current money of Maryland which to him he owes and unjustly detains and so forth: and that thereof he the said Sheriff should not fail at his peril, and that he should have then and there that Writ &c: At which said second Tuesday of April ~~seventeen~~ seventeen hundred and eighty nine, being the day of the return of the aforegoing Writ, came the said Thomas by Gustavus Scott his Attorney, and the Sheriff of Somerset County, to whom the aforesaid Writ directed likewise came, and made return thereof to the Court here, thus endorsed, to wit, "Exd. John Leatherbury Shff." And the said Levin by William Hayward his Attorney, came here into Court; Whereupon at the prayer of the said Thomas, the said Levin was ruled to give Special Bail in the plea aforesaid: Whereupon the said Levin by his Attorney aforesaid, filed in Court here the following Bail Piece, to wit:

Thomas Handy, Plff.
ag.
Levin Miles, Defr. — You Stephen Marshall and Samuel Bodsworth do jointly and severally acknowledge yourselves Special Bail for the said Levin Miles at the suit of the said Thomas Handy in an Action of Debt brought by the said Thomas Handy against the said Levin Miles in the General Court — They acknowledge themselves to be content therewith this 13th day of April 1789, before

To the Honorable the Judges of the General Court.

Geo: Waters,
William Stevens.

Whereupon further proceeds 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 September then next following — At which said second Tuesday of September, seventeen hundred and eighty nine, came again, the parties