Judgments

Memorandum, That 17th of September 1798, for with Stay of Execution until the next Term — Payments, if any, since Original Judgment, to be allowed —

Samuel Taylor, against Levin Handy, Surviving Obligor of Levin Handy and Joshua Hitch, Merchant, Surviving Obligor of Levin Handy and Joshua Hitch, if they be 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 at Easton, in Talbot County, on the second Tuesday of September then next, to answer unto Samuel Taylor, in a plea, that he render unto him the sum of four hundred and eighteen pounds, fifteen shillings Current money of Maryland, which unto him he owes, and from him he unjustly detains and so forth — And that thereof he, the said Sheriff should not fail at his peril, and should have then and there that Writ &c —

Be it remembered that on the tenth day of June in the year of our Lord one thousand seven hundred and ninety seven, Commission was given to the Sheriff of Worcester County to take Levin Handy late of Worcester County

At which said second Tuesday of September in the year of our Lord one thousand seven hundred and ninety seven, (being the day for the return of the aforegoing Writ) came into Court the said Samuel Taylor by Thomas James Bullitt Esquire his Attorney and the Sheriff of Worcester County, to whom the same Writ was in form aforesaid directed likewise came and made return thereof to our said Court thus endorsed, viz. — "Cepi, so answers, Levin Pollitt Shff" — And the said Levin Handy being called appeared in Court by Benjamin Dashiell Esquire his Attorney; And thereupon, on motion of the said Samuel Taylor by his Attorney aforesaid, it was ruled by the Court that the said Levin Handy give special bail in the plea aforesaid — Whereupon, a certain James Smith of Worcester County, came into Court in his own proper person, and with the consent of the said Samuel Taylor by his Attorney aforesaid became pledge and bail for the said Levin Handy, that if it should happen that the said Levin Handy should be convicted at the suit of the said Samuel Taylor in the plea aforesaid, then the said James Smith consented, that as well the Debt aforesaid, as all such Damages, Costs and Charges as should be adjudged unto the said Samuel Taylor in this behalf, should be made of his Body, Lands and Chattels and levied to the use of the said Samuel Taylor, if it should happen that the said Levin Handy should not pay the said Debt, Damages, Costs and Charges or render himself to the prison and Custody of the Sheriff of the County aforesaid on that occasion — And the said Levin Handy by his Attorney aforesaid defendeth

the force and injury when &c, and prayed leave of the Court to imparle until the next Term, and he had it, The same day was given to the said Samuel Taylor, then, &c — At which said next Term, to wit, the second Tuesday of April in the year of our Lord one thousand seven hundred and ninety eight, came again into Court the parties aforesaid by their Attorneys aforesaid, And the said Samuel Taylor by his Attorney aforesaid declared against the said Levin Handy in the plea aforesaid in manner and form following, to wit — Eastern Shore, State of Maryland, Worcester County, to wit — Levin Handy late of Worcester County, Merchant, Surviving Obligor of Levin Handy and Stephen Hitch, was summoned to answer unto Samuel Taylor, in a plea that he render unto him the sum of four hundred and eighteen pounds fifteen shillings Current money of Maryland, which unto him he owes and from him he unjustly detains &c — And whereupon the same Samuel Taylor by Thomas James Bullitt Esquire his Attorney, says, that the same Levin Handy and Joshua Hitch, in the lifetime of the said Hitch (which said Hitch is deceased, and the said Handy hath survived him) on the twenty second day of October in the year of our Lord one thousand seven hundred and ninety six, at the County aforesaid, by their certain Bill Obligatory, which, Sealed with the Seal of the same Handy and Hitch, the same Taylor here into Court brings, the date whereof is the same day and year aforesaid, acknowledged themselves to owe, and be justly indebted unto the said Thomas in the aforesaid sum of four hundred and eighteen pounds fifteen shillings Current money of Maryland, to be paid to the same Taylor whenever after they should be thereto required, with legal Interest thereon from the date of the said Bill, until paid; To the payment whereof well and truly to be made and done, the same Handy and Hitch in the lifetime of the said Hitch, bound themselves and their Heirs firmly by the same Bill Obligatory — Nevertheless the same Handy and Hitch in the lifetime of the said Hitch, or either of them, or the said Handy after his death, (although thereto often required) the said sum of money, and Interest, or any part thereof, unto the same Taylor yet have not, contented, satisfied, rendered, or paid (but hitherto altogether have refused) and the said Handy still doth refuse, to the Damage of the same Taylor one thousand pounds Current money of Maryland, and he thereupon brings this suit &c — Thos. J. Bullitt for plff. Pledges &c John Doe & Richd. Roe.

The Bill Obligatory in the Declaration aforesaid mentioned runneth as follows, to wit — "This our Note shall oblige us the Subscribers, our Heirs, and Assigns to pay or cause to be paid unto Samuel Taylor, his Heirs or Assigns the full and just sum of four hundred and eighteen pounds fifteen shillings Current money of Maryland with legal Interest until paid — As witness our hands and seals this 22nd day of