Thereupon, appeared in the General Court as well the said M.Kimmy Porter by James A. Robins Esquire his Attorney, as the said Levin Handy by William Whittington Esquire his Attorney; And the said Levin Handy by his Attorney aforesaid defended the wrong and injury when &c. and prayed leave of the Court to imparle untill the next Term, and he had it. The same day was given to the said M.Kimmy Porter 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 Attornies aforesaid, and the said M.Kimmy Porter by his Attorney aforesaid declared against the said Levin Handy in the plea aforesaid in manner and form following, to wit. — Eastern Shore of Maryland, Worcester County &c. Levin Handy late of Worcester County planter, was summoned to answer unto M.Kimmy Porter of a plea that he render unto him the sum of sixty nine pounds seventeen shillings and nine pence Current money of Maryland, which to him he owes, and unjustly detains &c. — And whereupon the said M.Kimmy by James A. Robins his Attorney, says, that whereas the said Levin, on the day of in the year of our Lord seventeen hundred and ninety at the County aforesaid, by his certain Bill Obligatory which the said M.Kimmy with the Seal of the said Levin Sealed, here into Court brings, the date whereof is the same day and year aforesaid, promised and Obliged himself to pay unto the said M.Kimmy Porter the sum of sixty nine pounds seventeen shillings and nine pence Current money of Maryland, to which payment well and truly to be made & done, he the said Levin Handy firmly bound himself, when he should be thereto afterwards required, by his said Bill Obligatory: Yet the said Levin (tho' often required) the sum of money aforesaid to the said M.Kimmy Porter hath not paid or rendered, but the same to him to pay hath hitherto altogether refused and still doth refuse, and the same doth unjustly detain. — And Thereupon the said M.Kimmy says, that he hath Damage to the value of one hundred pounds Current money of Maryland, and therefor he brings suit and &c. — James A. Robins for Pltff. Shadoc & Rich. Roe, pledges &c.

Thereupon it was ruled by the Court at the prayer of the said M.Kimmy Porter by his Attorney aforesaid that the said Levin Handy answer to the Declaration of the said M.Kimmy Porter in the plea aforesaid. — And the said Levin Handy by his Attorney aforesaid further defended the



force and injury when &c. and prayed leave of the Court to imparle untill the next Term, and he had it, the same day was given to the said M.Kimmy Porter then, &c. — And now here, at this day to wit, the second Tuesday of September in the year of our Lord one thousand seven hundred and ninety eight comes again into Court the parties aforesaid by their Attornies aforesaid, and the said Levin Handy by his Attorney aforesaid further defends the force and injury when &c. and says that the said M.Kimmy Porter ought not to have and maintain his aforesaid action against him because he says, that he the said Levin well and truly paid to the said M.Kimmy, the principal sum in the said Bill Obligatory mentioned, with the Interest thereon due and this he is ready to verify; wherefore he prays Judgment if the said M.Kimmy ought to have his said action against him &c. — Nevertheless the said Levin Handy by his Attorney aforesaid relinquishes his Averment aforesaid, by him above pretended, and says that he cannot deny the action aforesaid of the said M.Kimmy Porter, so as aforesaid against him brought, nor but that he owes to the said M.Kimmy Porter the sum of sixty nine pounds seventeen shillings and nine pence Current money in such manner and form as the said M.Kimmy Porter above against him hath complained, nor but that the said M.Kimmy Porter hath sustained Damage by reason of the detention of the Debt aforesaid to the sum of one hundred pounds Current money as he the said M.Kimmy Porter above by declaring supposes, besides his Costs and Charges by him about his suit in this behalf laid out and expended. — Whereupon, the said M.Kimmy Porter by his Attorney aforesaid prays Judgment for his Debt aforesaid so as aforesaid confessed, together with his Damages so as aforesaid acknowledged, as also for his Costs and Charges by him about his suit in this behalf laid out and expended, to him to be adjudged and so forth. — Therefore it is considered by the Court here that the said M.Kimmy Porter recover against the said Levin Handy as well the said sum of sixty nine pounds seventeen shilling and nine pence Current money his Debt aforesaid in form aforesaid confessed as the sum of one hundred pounds Current money his Damages aforesaid acknowledged to be sustained by reason of the detention of the said Debt, as also the Quantity of nine hundred & ninety two pounds of Tobacco by the Court here unto the said M.Kimmy Porter on his Agent adjudged for his Costs and Charges by him about his suit in this behalf laid out and expended. And the said Levin Handy in mercy &c.

Test. James Earle Junr. Clerk.

Memorandum, Judgment was confessed in this action on the 17th day of September 1798 for the Debt and Damages & Costs. — Damages to be released on payment of Interest on the Debt from the 8th day of September 1795 untill paid — payments, if any to be allowed, Stay of Execution untill the next Term.