then the said James Nabb consented that all such Damages, Costs and Charges as should be adjudged unto the said Caleb North and Thomas Hashins in this behalf, should be made of his body Lands, and Chattels, and levied to the use of the said Caleb North and Thomas Hashins, if it should happen that the said Jacob Handy and Ebenezer Handy should not pay the said Damages, Costs and Charges, or render themselves to the prison and Custody of the Sheriff of the County aforesaid on that occasion. And the said Jacob Handy and Ebenezer Handy by their Attorney aforesaid defended the force and injury when &c. and prayed leave of the Court to imparle untill the next Term, and they had it. The same Day was given to the said Caleb North & Thomas Hashins then &c. At which said next Term, towit, 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 Caleb North and Thomas Hashins by their Attorney aforesaid Declared against the said Jacob Handy and Ebenezer Handy in the plea aforesaid in manner and form following, towit. Eastern Shore of the State of Maryland, Talbot County, towit. Jacob Handy late of Talbot County, Merchant, & Ebenezer Handy late of Talbot County, Merchant, were attached to answer unto Caleb North and Thomas Hashins, in a plea of Trespass on the case &c. And whereupon the same Caleb North and Thomas Hashins by Thomas James Bullitt their Attorney, complain that whereas on the twenty second day of June in the year of our Lord seventeen hundred and ninety seven, at the County aforesaid, the same Jacob and Ebenezer Handy were indebted to the same North and Hashins in the sum of one hundred and nineteen pounds fifteen shillings Current money of Maryland, for divers Goods, Wares and Merchandizes by the same North and Hashins to the same Jacob and Ebenezer Handy, at their special instance and request, there before that time sold and delivered and so therein indebted being the same Jacob and Ebenezer Handy, in consideration thereof afterwards, towit, on the same day and year aforesaid, at the County aforesaid, upon themselves assumed, and unto the same North and Hashins then and there faithfully promised to pay to the same North & Hashins the aforesaid sum of money, whenever after they should be thereto required. And whereas also afterwards, towit, on the same day and year afs. at the County aforesaid, the same North and Hashins had, at the like special instance and request of the same Jacob and Ebenezer Handy, there before that time sold and delivered to the same Jacob and Ebenezer Handy divers other Goods Wares and Merchandizes, they the said Jacob and Ebenezer in consideration thereof

afterwards towit, the same day and year aforesaid at the County aforesaid upon themselves assumed and unto the same North and Hashins then and there faithfully promised to pay to the same North and Hashins for the last mentioned Goods, Wares, and Merchandizes as much Current money of Maryland, as the same last mentioned Goods, Wares and Merchandizes, at the time of the sale and delivery thereof were reasonably worth, whenever after they should be thereto required. And the same North and Hashins in fact say, that the Goods, Wares and Merchandizes last mentioned, at the time of the sale and delivery thereof were reasonably worth the other sum of one hundred and nineteen pounds fifteen shillings Current money of Maryland, towit, at the County afs. of which the said Jacob and Ebenezer Handy then and there had notice. Nevertheless the same Jacob and Ebenezer Handy their several promises and assumptions aforesaid, in form aforesaid made, not regarding, but minding and fraudulently intending the same North and Hashins in this behalf craftily and subtilly to deceive and defraud, the said several sums of money, or any part thereof, unto the same North and Hashins or either of them, yet have not paid, nor hath either of them paid the same or any part thereof, although so to do the same Jacob and Ebenezer by the same North and Hashins on the year aforesaid, and often since that time at the County aforesaid were required, but the same sums of money, or any part thereof to pay to the same North and Hashins, or either of them, the same Jacob and Ebenezer, and each of them, hitherto altogether have refused, and still do refuse, to the Damage of the same North and Hashins three hundred pounds Current money of Maryland, and thereupon they bring this suit &c. Thos: J. Bullitt for plfs. pledges &c John Doe & Rich. Roe. Thereupon, on motion of the said North and Hashins by their Attorney aforesaid it was ruled by the Court that the said Jacob and Ebenezer Handy answer to the Declaration aforesaid of them the said North and Hashins in the plea aforesaid. And the said Jacob and Ebenezer Handy by their Attorney aforesaid further defended the force and injury when &c. and prayed leave of the Court to imparle untill the next Term, and they had it. The same day was given to the said North and Hashins, then, &c. And now here at this day, towit, 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 Jacob and Ebenezer by their Attorney aforesaid further defend the force and injury when &c. and say, that they did not undertake or promise in manner and form, as the said North and Hashins have above thereof Complained against the said Jacob and Ebenezer, and of this they put themselves upon the Country, and the said North and Hashins do the like &c. Nevertheless the said Jacob and Ebenezer Handy say, that they cannot deny the action aforesaid of the said North and Hashins so as aforesaid against