David Bates lives and about sixteen Acres adjoining thereto, being part of a Tract called Salem, part of a Tract called Epsilonia, and part of another Tract called Struggle, and such other real Estate of the said Joshua, or was devised to him by the said Joshua or descended from him to them, with the appurtenances all which said lands and real Estate aforesaid were by Alexander Contee Hanson Esquire of Maryland on the twenty sixth day of October, one thousand seven hundred and ninety seven adjudged ordered and decreed to be sold for the payment of the debts of the said Joshua Townsend, as by the Record and proceedings of the Chancery Court of the State aforesaid will more plainly appear, and which said decree still remains in full force and effect and in no wise reversed vacated annulled or satisfied & this they are ready to verify, whereof they pray if they or the said Letitia as heirs and devisees of the said Joshua Townsend, ought to be charged with the said Damages or any part of them, and thereupon further process of and upon the premises, between the parties aforesaid, by order of the Court here thereon, continued until the second Tuesday of September next. At which said second Tuesday of September seventeen hundred and ninety eight came again into Court the parties by their Attorneys aforesaid, and thereupon on motion of the said Defendants by their said Attorney it is ruled by the Court here that the said Plaintiffs reply to the answer of them the said Defendants in the plea aforesaid or Judgment rule be rendered against them by default, and the said Plaintiff by his said Attorney prays leave to imparle until the second Tuesday of April next, to reply to the answer of the said Defendants in the plea aforesaid and he hath it the same day is given to the said Defendants then &c. **And now here**, to wit, the second Tuesday of April seventeen hundred and ninety nine, came again into Court the parties aforesaid by their Attorneys aforesaid, And the said Defendants relinquishing the answers above by them in pleading alledged, say that they cannot deny the action aforesaid, nor can they deny that the said Joshua Townsend in his lifetime broke the said covenant, for which he the said Joshua in his lifetime, and the said Riley Marchment made, nor that they the said plaintiffs did refuse to perform the same, as the said Riley Marchment above against them hath complained. **Therefore** it is considered by the Court here that the said Riley Marchment recover against the said Defendants such sum as shall be ascertained by the Chancellor to the said Riley Marchment according to the amount of sales of the real Estate of the said Joshua Townsend, and the quantity of nine hundred and ninety two pounds of Tobacco for his Costs and Charges by him about his suit in that behalf laid & expended, and the said Defendants in mercy &c.

Jas Earle Clerk

Judgment April 17. 1799. payments if any to be allowed. the original case of factors in the above case is filed in the Chancery Office.

Samuel, Israel, John P. and Robert Pleasants against Levin Handy (A.S.)

Be it remembered that on the eighteenth day of October seventeen hundred and ninety eight, Command was given to the Sheriff of Worcester County to take Levin Handy late of Worcester County Gentleman 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 at Easton in Talbot County, the second Tuesday of April then next, to answer unto Samuel Pleasants Israel Pleasants, John P. Pleasants and Robert Pleasants of a plea that he render unto them the sum of six hundred and seventeen pounds sixteen shillings and two pence, current money of Maryland which to them he owes and unjustly detains &c. At which said second Tuesday of April seventeen hundred and ninety eight being the return day of the aforesaid Writ, the came into Court the said plaintiffs by Nicholas Hammond their Attorney, and the Sheriff of Worcester County aforesaid, to whom the said writ was directed makes return thereof to the Court here that he executed to it. "Cepi so answers Radcliffe Sheriff" And the said Levin Handy being called appears in Court here, by Benjamin Dashiell his Attorney, and at the prayer of the said plaintiffs by their Attorney aforesaid, it is ruled by the Court here that the said Levin Handy (A.S.) give special Bail in the plea aforesaid, Whereupon Colonel Levin Handy of Worcester County, Gentleman, came herein into Court in his own proper person and became pledge and bail for the said Levin Handy (A.S.) that if it shall happen that the said Levin Handy (A.S.) shall be convicted at the suit of the said plaintiffs in the plea aforesaid, then the said Colonel Levin Handy consents, that of well the debt aforesaid, as all such Damages Costs and Charges as shall be adjudged unto the said plaintiffs in this behalf shall be made of his body lands and Chattels, and levied to the use of the said plaintiffs if it shall happen that the said ~~plaintiffs~~ Levin Handy (A.S.) shall not pay the said debt, damages Costs & Charges, or render himself to the prison and Custody of the Sheriff of the County aforesaid on that occasion. And the said Levin Handy (A.S.) by his Attorney aforesaid defends the force and injury when &c. and prays leave to imparle until the second Tuesday of September next, and he hath it, the same day is given to the said plaintiffs then &c.

At which said second Tuesday of September seventeen hundred and ninety eight came again into Court the parties by their Attorneys aforesaid, And the said plaintiffs by their Attorney aforesaid Declare against the said Levin Handy (A.S.) in the plea aforesaid, in manner and form following to wit. The Eastern Shore of Maryland Worcester County to wit. Levin Handy late of Worcester County was summoned to answer unto Samuel Pleasants Israel Pleasants, John P. Pleasants & Robert Pleasants of a plea that he render unto them the sum of six hundred and seventeen pounds sixteen shillings & two pence