current money of Maryland which to them he owes and unjustly detains &c

And whereupon the same Samuel Pleasants, Israel Pleasants John P. Pleasants and Robert Pleasants by Nicholas Hammond their Attorney say that whereas the said Levin Handy and a certain Joshua Hitch who is since deceased and whom the said Levin Handy hath survived by the name and style of Handy and Hitch, on the eleventh day of November in the year seventeen hundred and ninety five, at Baltimore, to wit, at the County aforesaid by their certain Bill obligatory which sealed with the Seal of the said Levin Handy, for and in behalf of himself & the said Joshua Hitch, and by the authority and consent of the said Joshua Hitch the said plaintiffs here into Court bring, the date whereof is the same day and year aforesaid, promised and obliged themselves to pay to the said plaintiffs or order by the name and style of John and Robert Pleasants and Company the aforesaid sum of five hundred and seventy pounds seventeen shillings and two pence current money six months after the date of the same Bill for value received: To the payment whereof the said Levin Handy and Joshua Hitch did bind themselves firmly by the same Bill. Nevertheless the said Levin Handy and Joshua Hitch in the lifetime of the said Joshua Hitch, or the said Handy after the death of the said Hitch, altho' often thereto required the aforesaid sum of money, or any part thereof to the said plaintiffs or either of them yet have not nor hath either of them but the same to them to pay the said Handy and Hitch in the lifetime of the said Hitch, and the said Handy after the death of the said Hitch have hitherto altogether refused and the same to them to pay the said Handy doth still refuse to the damage of the said plaintiffs in the sum of three hundred pounds current money and thereupon they bring their suit &c

Nicholas Hammond Atty for plffs — pledges &c { John Doe, Richd Roe }

The Bill obligatory whereof mention is made in the declaration aforesaid follows as follows

£570.19.2. Baltimore 11th Novr 1795. Six months after date we promise to pay John & Robt Pleasants & Co. or order five hundred and seventy pounds seventeen shillings and two pence for value received. As witness our Hands & Seals.

Test Thos Edmundson — Handy & Hitch.

And thereupon on motion of the said plaintiffs by their said Attorney it is ruled by the Court here that the said Levin Handy Ad. answer to the declaration in the plea aforesaid or judgment will be rendered against him by default, and the said Levin Handy Ad. by his Attorney aforesaid defends the force and injury when &c and prays leave to imparle until the second Tuesday of April next and he hath it, the same day is given to the said plaintiffs there &c — And now here at this day to wit the second Tuesday of April seventeen hundred and ninety nine came again into Court the parties by their Attorneys aforesaid. And the said Levin Handy Ad. by his attorney aforesaid defends the force and injury when &c and saith that he cannot deny the action

aforesaid, nor that he owes to the said plaintiffs the aforesaid sum of five hundred and seventy pounds seventeen shillings and two pence current money in manner and form as the said plaintiffs above against him hath complained, nor that the said plaintiffs have sustained damages by reason of the detention of the said debt aforesaid to the sum of five hundred pounds current money besides their costs & charges by them about their suit in this behalf laid out and expended. Therefore it is considered by the Court here, that the said plaintiffs recover against the said Levin Handy, as well the said sum of five hundred and seventy pounds seventeen shillings and two pence current money their debt aforesaid in form aforesaid confessed, as the sum of five hundred pounds current money their damages aforesaid, in form aforesaid acknowledged to be sustained by reason of the detention of the said debt; as also the quantity of five hundred and ninety five pounds of Tobacco, for their costs and charges by them about their suit, in this behalf laid out and expended; and the said Levin Handy in mercy &c. James Earle Clerk

Judgment April the 11th 1799. for £570..19..2. Current money £500 Current money Damages, Costs: Said Damages to be released on the payment of Interest on the debt from the 11th May 1796 till the payments thereof, payments if any to be allowed. Stay of Execution till next September Term

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Samuel Pleasants, &c vs Levin Handy (A.S.)

Be it remembered that on the eighteenth day October seventeen hundred and ninety seven Commission 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 for the Eastern Shore of this State, at Easton the second Tuesday of April 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 two hundred and twenty four pounds three shillings, and ten pence halfpenny 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 day of the return of the aforegoing writ, came into Court the said Samuel Pleasants and Sons by Nicholas Hammond their Attorney, and the Sheriff of Worcester County, to whom the said writ was directed makes return thereof to the Court here thus indorsed, to wit "Cepi & answered Cadwalder Sturgis Shff."

And the said Levin Handy being called appears in Court here by Benjamin Dashiell his Attorney, and thereupon at the prayer of the said Samuel Pleasants and Sons by their Attorney aforesaid, the said Levin Handy is adjudged to give special bail, in the plea aforesaid. Whereupon a certain Levin Handy of Worcester County Gentleman, comes here into Court in his proper person, and becomes pledge and bail for the said Levin Handy that if it shall happen that the said Levin Handy shall be convicted at the suit of the said Samuel Pleasants and Sons in the plea aforesaid, then the said Colonel Levin Handy consents, that, as well the debt aforesaid, as all such damages costs and charges as shall be adjudged unto the said Samuel Pleasants & Sons in this behalf, shall be made of his body lands and chattels and levied to the use of the said Samuel Pleas-