the ultimo day of the aforesaid unit, came into Court thereof John Gale aforesaid by
Thomas Sumes Bullitt his Attorney, and the Sheriff of Worcester County, to whom the
Writ was directed, makes return thereof to the Court here this instant term, Scilicet so
answered "Laetitia Stanger Shff." And thereof Levin Handy being called appears not but
by Benjamin Dashiell his Attorney; and thereupon at the prayer of the said John Gale
by his Attorney aforesaid, the said Levin Handy is adjudged to give special bail in the plea of
whereupon Colonel Levin Handy of Worcester County Gentleman came here into Court
in his proper person and undertakes for the said Levin Handy; that in case the said
John Gale shall recover Judgment against the said Levin Handy in the plea aforesaid or
that the said Levin Handy shall be therein legally convicted, that then the said Levin
Handy shall pay the condemnation of the Court thereupon, or render himself to the
prison and Custody of the Sheriff of Worcester County aforesaid, in Satisfaction thereof, or
that he the said Colonel Levin Handy will do the same for him. And the said Levin
Handy 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 had at the same day
is given to the said John Gale then &c. At which said second Tuesday in September
Seventeen hundred and ninety eight came again into Court the parties by their attorneys
aforesaid. And the said John Gale by his said Attorney, declares against the said Levin Handy
in the plea aforesaid as follows to wit. "Eastern Shore State of Maryland Worcester County to wit
Levin Handy late of Worcester County Merchant, was summoned to answer unto
John Gale Assignee according to the form of the Act of Assembly in such case lately
made and provided of a certain Bond of a plea that he render unto him the sum of One
hundred and seventy four pounds eight shillings & nine pence current money of Maryland
which to him he owes and unjustly detains and detaineth. And whereupon the said John
Gale by Benjamin Dashiell his Attorney says that whereas the said Levin Handy on
the twenty second day of March in the year of our Lord seventeen hundred and ninety
four, at Worcester County aforesaid by his certain writing obligatory had acknowledged
himself to be held & firmly bound unto the said Levin Bonder in the said sum of One
hundred and twenty four pounds eight shillings and nine pence current money aforesaid, to be
paid to the said Levin Bonder when afterwards he should be thereunto required, the same
Levin Bonder afterwards, to wit, on the sixth day of February in the year of our Lord
Seventeen hundred and ninety eight at the County aforesaid (having first made oath before
John Done then Chief Justice of the fourth district of Maryland, that he hath received
no part of the sum mentioned in the said Obligation) by a writing upon the said writing
obligatory made, with his proper hand subscribed, & with the seal of him the said
Levin Bonder sealed, bearing date the day and year aforesaid, according to the form
and effect of the act of Assembly aforesaid the said writing obligatory & the said sum of One
hundred and seventy four pounds eight shillings & nine pence current money therein
mentioned, unto him the said John Gale did assign whereof the said Levin Handy
then and there had notice; by virtue whereof and also by force of the act of Assembly
in such case lately made and provided, action hath accrued unto him the said
John Gale to demand & have of the said Levin Handy the said sum of One hundred
and seventy four pounds eight shillings & nine pence current money aforesaid. Nevertheless
the said Levin Handy altho' often thereunto required the said sum of One hundred &
seventy four pounds eight shillings and nine pence current money aforesaid to him the said

John Gale hath not rendered or paid, but the same to him the said John Gale to render or pay he
hath altogether refused and still doth refuse, to the damage of him the said John Gale as he says
of five hundred pounds current money of Maryland & therefore he brings suit and demands
And brings here into Court the said writing obligatory aforesaid, sealed with the Seal of him the
said Levin Handy the date whereof is the day and year first aforesaid, or the assignment aforesaid, which
the said John Gale hath assignment aforesaid in form aforesaid to shew &c. } John Gale
By Dashiell for plaintiff } Richard Roe

The writing obligatory mentioned in the aforegoing Declaration runs as follows to wit
Know all men by these presents that we Levin Handy (Ad) and Isaac Nitch both of Somerset
County are held and firmly bounden unto Levin Bonder in the full and sufficient sum of One hundred
and Twenty four pounds eight shillings and nine pence current money of Maryland, to be paid to
the said Levin Bonder his Heirs Executors Administrators or Assigns. To the which Payment well
and truly to be made and done, we hereby bind ourselves and each for our Heirs Executors &
Administrators, jointly and severally firmly in and for the whole firmly by these presents
sealed with our Seals and dated this twenty second day of March anno domini 1794.
The condition of the above Obligation is such that if the above bound Levin Handy his
heirs Executors or Administrators shall duly pay or cause to be paid to the said Levin Bonder his
heirs or Assigns the sum and full sum of eighty seven pounds four shillings & four pence
half penny current money of Maryland on or before the twenty second day of March next ensuing
with legal Interest thereon from the date: Then the above Obligation to be void & of none effect
otherwise to be and remain in full force, power and virtue in law. Witness our hands & seals dated
& delivered, in the presence of } Levin Handy (Ad) (Seal)
John Nitch, William Bonder } Isaac Nitch (Seal)

And thereupon on motion of the said John Gale by his Attorney aforesaid, it is ordered by the Court
here, that the said Levin Handy answer to the Declaration in the plea aforesaid, or Judgment will
be rendered against him by default; and the said Levin Handy by his Attorney aforesaid defends the
force and injury when &c and prays leave to imparle until the second Tuesday of first
next to answer to the Declaration aforesaid, and he prays it, the same day is given to the said
John Gale then &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 aforesaid
by their Attorneys aforesaid. And the said Levin Handy by his Attorney aforesaid defends the force and
injury when &c and saith that he cannot gainsay the action aforesaid, nor can he deny
that he owes to the said John Gale, Assignee as aforesaid, the said sum of One hundred and
twenty four pounds eight shillings and nine pence current money of Maryland in manner
and form as the said John Gale above against him hath complained. **Therefore** it is
considered by the Court here that the said John Gale recover against the said Levin Handy
as well the said sum of One hundred and twenty four pounds eight shillings & nine pence
current money his debt aforesaid, in form aforesaid acknowledged, as the quantity of five hundred
and twenty seven pounds of Tobacco for his Costs and Charges by him about his suit
in this behalf Paid out and expended, and the said Levin Handy in mercy &c.

James Earle Clerk

Judgment April the 12th 1799. for Penalty & Costs to be released on the payment of
Principal Interest & Costs payments if any to be allowed. Stay of execution till next
Term.