

Separate with a Copy of the foregoing Declaration according to act of assembly in such case provided be  
Whereupon the said John Secals at the prayer of the a<sup>d</sup> Robert Handy is adjudged to give special Bail to the a<sup>d</sup> Handy  
Thereupon a certain Benjamin Calloway present here in Court in his proper undertook for the said John Secals  
and assumed upon himself that if it should happen that Judgement in the plea of should be con-  
victed for the said Robert Handy against the a<sup>d</sup> John Secals or that the a<sup>d</sup> John should be there in Convict  
that then he should pay and satisfy unto the a<sup>d</sup> Robert Handy the Judgement of the Court thereupon or  
Order his body in Execution of such Judgement To the prison of the Sheriff of Somerset County in satisfac-  
tion thereof or that he the said Benjamin Calloway will do the same for him &c

And the a<sup>d</sup> John Secals by Sibleton Dennis his Attorney comes and defends the force and inju-  
ry whereof and saith that he cannot deny the action of of the a<sup>d</sup> Robert Handy nor but that the a<sup>d</sup> Handy  
obligatory of is the Deed of him the said John Secals nor but that he owes the same Robert  
Handy the a<sup>d</sup> five pounds sixteen shillings and one penny in manner and form as the a<sup>d</sup> Robert  
Handy above against him hath declared nor can he say but the same Robert Handy ought to recover  
his Damages against him by Occasion of the Detention of that same Debt beyond his cost and charge  
by him about his Suit in this part opposed to six shillings and Nine pence Cur. Money and not  
more and Whereupon the said Robert prays Judgment for his Debt a<sup>d</sup> and his Damages by Occa-  
sion of the Detention of that same Debt to him to be adjudged &c Therefore it is considered that the  
a<sup>d</sup> Robert Handy Recover against the a<sup>d</sup> John Secals his Debt a<sup>d</sup> and his Damages by Occasion  
of the same Debt To pounds of Tobacco To the same Robert of his  
a<sup>d</sup> spent by the Court here adjudged the a<sup>d</sup> John in Money &c

M<sup>r</sup> Thomas Jones Command Was given unto the Sheriff of Somerset County that he should take Edmund  
Willis late of Somerset County planter if he should be found in his Bailiwick and  
him should safe Keep so that he might have his body before the Justices of his Lordships County Court  
of Somerset to be held at princeps Inn Town the third Tuesday of March Anno Domini one thousand seven  
hundred and sixty three to answer unto Thomas Jones of a plea of trespass upon the Case &c And the same  
Day is given to the a<sup>d</sup> Thomas here &c

And thereupon the a<sup>d</sup> Thomas complained against the a<sup>d</sup> Edmund in the plea of in Form following  
Somerset to wit Edmund Willis late of Somerset County planter was attached to answer unto Thomas Jones  
of a plea of trespass upon the Case and so forth. And Whereupon the said Thomas Jones by James  
Wilson his A<sup>d</sup> complains that Whereas the said Edmund after the first day of May in the Year of  
our Lord Seventeen Hundred and five on the Twenty Ninth Day of December in the Year of our Lord  
God one thousand seven Hundred and Fifty nine at the County of by his certain note in writing subscribed  
with his Own Hand commonly called a promissory Note bearing Date the Day and Year Last a<sup>d</sup>  
his promise and Oblidge himself to pay or cause to be paid unto the said Thomas the sum of three pounds  
five shillings and one penny Current Money of Maryland the same being for Value Received by the said  
Edmund by Reason whereof as also by force of the Statute in such Case made and provided the said  
Edmund became Chargeable to pay to the said Thomas the said sum in the said Note mentioned when  
he should be thereto afterwards Required and being to thereto Chargeable afterwards to wit the said  
twenty Ninth Day of December in the Year Last a<sup>d</sup> upon himself did assume and  
to the said Thomas then and there faithfully promise that he the said Edmund the said sum in the  
said Note mentioned when he should be thereto afterwards Required to the said Thomas would faith-  
fully pay and Discharge. Nevertheless the said Edmund his promise and assumption a<sup>d</sup> in form a<sup>d</sup> made  
not regarding but plotting and fraudulently Intending him the said Thomas in that part craftily and

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