

Whereupon the prayer of the aforesaid Levin Gale by his Attorney aforesaid the aforesaid Abraham Coderly is adjudged to give speciall bail to the action aforesaid. Thereupon came here into Court a certain Daniel Coderly of Somerset County planter and undertook for the said Abraham Coderly (likewise the said Abraham Coderly present here in Court in his proper person assumed upon himself) that if it should happen that Judgment in the plea aforesaid should be rendered for him the said Levin Gale against the aforesaid Abraham Coderly or that he the same Abraham Coderly should be therein convicted that then he the same Abraham Coderly should pay and satisfy unto the said Levin Gale the Judgment of the Court thereupon or render his body in Execution of such Judgment to the prison of the sheriffe of the County aforesaid in satisfaction thereof or that he the same Daniel Coderly will do the same for him &c.

And hereupon the said Levin Gale complained against the aforesaid Abraham Coderly in the plea aforesaid in form following. Somerset s. Abraham Coderly late of Somerset County planter was attached to answer unto Levin Gale Esq. of plea of trespass upon the case &c.

And whereupon the said Levin by George Douglas his attorney complains that whereas the said Abraham on the first day of May ^{and} ~~and~~ ^{the} ~~the~~ ^{year} ~~year~~ ¹⁷⁴¹ at the County aforesaid did account with the said Levin for sundry sums of money by the said Abraham to the said Levin before that time owing and due ^{and unpaid} and upon that accounting the said Abraham was found in arrearages toward the said Levin in the sum of thirty pounds three shillings and six pence Curr. money of Maryland and being so thereof in arrearages found the said Abraham on consideration thereof afterwards to wit the day and year aforesaid at the County aforesaid promised to pay to the said Levin the said thirty pounds three shillings and six pence Curr. money aforesaid when he should be afterwards thereto required nevertheless the said Abraham his promise aforesaid in form aforesaid made not regarding but plotting the said Levin in that part to deceive the said thirty pounds three shillings and six pence Curr. money aforesaid to the said Levin hath not paid or him for the same hitherto in any sort contented but that he doo altogether hath refused and still doth refuse altho' thereto afterwards to wit the same day and year aforesaid at the County aforesaid and often since that time by the said Levin required Whereupon the said Levin says he is ^{the} ~~is~~ ^{worse} ~~worse ^{fifty} ~~fifty ^{pounds} ~~pounds~~ Curr. money of Maryland and thereof he brings suit &c.~~~~

And the aforesaid Abraham Coderly in his proper person comes and defends the force and Injury when &c. and saith that he cannot deny the action aforesaid of the aforesaid Levin Gale nor but that he did assume upon himself in manner and form as the aforesaid Levin above against him hath complained and as to the damage of the same Levin by him by occasion of the premises in that part sustained the same Abraham saith and acknowledgeth that the aforesaid Levin hath sustained damages by him by occasion of the premises beyond his costs and charges by him about his suit in this part apposed to thirty pounds three shillings and six pence Curr. money and not more and because the aforesaid Levin denies not this but the same allegation grants to be true prays Judgment for those damages above acknowledged together with his costs and charges aforesaid to him to be adjudged &c.

Therefore by consent of the parties aforesaid it is considered that the aforesaid Levin Gale recover against the aforesaid Abraham Coderly