Monday of September in the year aforesaid and the return day of the said writ, comes here into the said County Court the said Bank of Somerset by Thomas Bayly her attorney and William S. Hanby Esquire then Sheriff of the County aforesaid to whom the aforesaid writ was in form aforesaid directed, made return thereof that he has taken the body of the said George Dashiell therein named, whom he has here in Court in his custody ready to answer unto the said Bank of Somerset in the plea aforesaid in form aforesaid against him alleged as by the said writ he was commanded. And the said George Dashiell being called appears in Court here, and thereupon on motion of the said Bank of Somerset by Thomas Bayly her attorney aforesaid the said George Dashiell is by the Court here ruled to give special bail in the plea aforesaid whereupon a certain Richard Waller being present here in Court in his own proper person and with the consent of the said Bank of Somerset by her attorney aforesaid, becomes pledge and bail for the said George Dashiell, that if it shall happen that the said George Dashiell shall be convicted at the suit of the said Bank of Somerset in the plea aforesaid, then the said Richard Waller consents that as well the debt aforesaid as all such damages costs and charges as shall be adjudged unto the said Bank of Somerset in this behalf shall be made of his body lands and chattels and levied to the use of the said Bank of Somerset, if it shall happen that the said George Dashiell shall not pay the said damages costs and charges or render himself to the prison and custody of the Sheriff of Somerset County aforesaid on that occasion — Whereupon the said George Dashiell puts in his place Isaiah Bayly, Gentleman, his Attorney at law, at suit of the said Bank of Somerset in the plea aforesaid, and thereupon at the prayer of the said parties by their said Attorneys further day is to them now here given in the plea aforesaid until the second Monday of April next in the same State as at present saving to the parties aforesaid —

At which said second Monday of April in the year of our Lord one thousand eight hundred and eighteen, came here into the said County Court as well the said Bank of Somerset, as the said George Dashiell by their Attorneys aforesaid — And thereupon at the prayer of the said parties by their said Attorneys further day is to them now here given in the plea aforesaid until the second Monday of September next in the same State as at present saving to the parties aforesaid. At which said second Monday of September came here into the said County Court as well the said Bank of Somerset as the said George Dashiell by their Attorneys aforesaid, and thereupon at the prayer of the said parties by their Attorneys aforesaid further day is to them now here given in the plea aforesaid until the fourth Monday (May next) in the same State as at present saving to the parties aforesaid. At which said fourth Monday of May came here into the said County Court, as well the said Bank of Somerset as the said George Dashiell by their attorneys aforesaid; and thereupon the said Bank of Somerset by her Attorney aforesaid declares against the said George Dashiell in the plea aforesaid in form following, to wit. Somerset County to wit. George Dashiell late of Somerset County yeoman was attached to answer unto the Bank of Somerset in a plea of Trespass on the case &c. And whereupon the said Bank of Somerset by Thomas Bayly its Attorney complains that whereas a certain Charles Jones on the twenty third day of April in the year of our Lord eighteen hundred and

seventeen at the County aforesaid made his certain note in writing commonly called a promissory Note, his own proper hand being thereto signed bearing date the day and year aforesaid thereby sixty days after date promised to pay a certain William Fleming or order, four thousand six hundred and twenty dollars, negotiable at the Bank of Somerset and payable at the house thereof, value received, and then and there delivered the said Note to the said William, and the said William to whom, or to whose order the payment of the said sum of money mentioned in the said Note was to be made, afterwards and before the payment of the said sum of money mentioned in the said Note or any part thereof, to wit, on the same day and year aforesaid at the County aforesaid indorsed the said Note his own proper hand being thereon subscribed, and by that indorsement appointed the contents of the said Note to be paid to a certain Reuben M'Waller or his order for value of him received; and then and there delivered the said Note so indorsed to the said Reuben M'Waller — And the said Reuben M'Waller to him or to his order the payment of the said sum of money mentioned in the said Note was to be made, afterwards and before the payment of the said sum of money mentioned in the said Note, or any part thereof, to wit, on the same day and year aforesaid at the County aforesaid indorsed the said Note his own proper hand being thereon subscribed and by that indorsement appointed the contents of the said Note to be paid to the said George Dashiell or his order for value of him received, and then and there delivered the said Note so indorsed to the said George — And the said George to him or to his order the payment of the said sum of money mentioned in the said Note was to be made afterwards and before the payment of the said sum of money mentioned in the said Note or any part thereof, to wit, on the same day and year aforesaid at the County aforesaid indorsed the said Note his own proper hand being thereon subscribed and by that indorsement appointed the contents of the said Note to be paid to the said Bank of Somerset or its order, for value of it received and then and there delivered the said Note so indorsed to the said Bank of Somerset — of which said several indorsements so made on the Note as aforesaid the said Charles afterwards, to wit, on the same day and year aforesaid at the County aforesaid has notice. And the said Bank of Somerset does aver, that afterwards, and after the expiration of the said sixty days mentioned in the said Note, to wit, on the twenty fifth day of June in the year of our Lord Eighteen hundred and seventeen at the house of the Bank of Somerset, to wit, at the County aforesaid, the said Bank of Somerset presented the said Note with the several indorsements so made thereon as aforesaid to the said Charles and then and there requested him to pay the said sum of money therein specified according to the tenor and effect of the said Note and of the said several indorsements so made thereon as aforesaid — And afterwards, to wit, on the day and year last aforesaid at the said Bank of Somerset, to wit, at the County aforesaid gave notice by John H. Bell the proper servant for that purpose of the said Bank of Somerset that the said Note had become due, and did then and there by the said servant exhibit the said Note with the said several indorsements so made thereon as aforesaid, and enquire for the said Charles for the purpose of demanding payment thereof, according to the Act of Assembly in such case made and provided which said Charles was not there, nor was he to be found, but the said Charles did not then nor at any time whatever pay the said sum of money or any part thereof, but hath altogether refused and neglected so to do, neither hath the said William yet paid the same or any part thereof, and neither hath the said Reuben yet paid the same or any part thereof; of all which premises the said George