so taken he should safely keep, so that he should have his body before the Judges of Somerset County Court, at a Court by them to be held at Princess Anne in and for said County on the second Monday of September in the year of our Lord one thousand eight hundred & twenty, to answer unto the Bank of Somerset, in a plea of trespass upon the case &c. And that he should not fail thereof at his peril, and should then and there have that writ. And now at this day to wit, on the second Monday of September in the year aforesaid, the return day of the said writ, comes here into the said County Court the said Bank of Somerset by Thomas Bayly its Attorney and William S. Handy Esquire the Sheriff of the County aforesaid, to whom the aforegoing writ was in form aforesaid directed, made return thereof that he had taken the body of the said George Dashiell therein named whom he hath 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 its attorney aforesaid, the said George Dashiell is by the Court here, ordered 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 its 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 of the debt aforesaid and 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 into the prison and custody of the Sheriff of Somerset County aforesaid on that occasion; whereupon the said George Dashiell puts in his plea to Josiah Bayly Esquire his Attorney at law, at suit of the said Bank of Somerset, in the plea aforesaid. And hereupon at the prayer of the said parties by their said Attorneys, further day is to them in the plea aforesaid until now here given, 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 hereupon 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; —— further day is to them now here given in the plea aforesaid until the fourth Monday of 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 its 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 John Dashiell (of Age) on the thirteenth 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, and thereby sixty days after date promised to pay a certain George D. Atkinson or order twenty seven hundred dollars negotiable at the Bank of Somerset and payable at the house thereof, and then and there delivered the said Note to the said George D. Atkinson. And the said George D. Atkinson, 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 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 Dashiell, and the said George Dashiell 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 the said Bank of Somerset or its order for value 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 said Note as aforesaid the said John Dashiell 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 second day of July 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 John Dashiell and then 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 & there by the said servant exhibit the said Note with the said several indorsements so made thereon as aforesaid, and enquired for the said John Dashiell for the purpose of demanding payment thereof according to the act of Assembly in such case made and provided, which said John Dashiell was not there, nor was he to be found; but the said John Dashiell 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 George D. Atkinson yet paid the same or any part thereof, of all which premises the said George Dashiell afterwards to wit, on the same day and year last aforesaid at the County aforesaid has notice - by reason whereof and by force of the Statute in such case made and provided, and also by force of the act of Assembly in such case made and provided the said George Dashiell was and became liable to pay to the said Bank of Somerset, the said sum of money mentioned in the said Note, according to the tenor and effect of the said Note when he thereto be thereto afterwards requested. Nevertheless the said George Dashiell his promise and assumption aforesaid, in form aforesaid made not regarding, the said sum of money or any part thereof to the said Bank of Somerset yet hath not paid, although so to do the said George Dashiell by the said Bank of Somerset on the same day and year last aforesaid, and often since that time at the County aforesaid was requested, but the said sum of money or any part thereof to pay to the said