to the Court here then endorsed to wit Capi Corpora to answer George Robertson Sheriff &c and the said Ebenezer Handy and William Chaille by Benjamin Dashiell their attorney came here into Court Thereupon the said Ebenezer Handy and William Chaille at the prayer of the said Robert Gilmore and William Bingham was held to give special bail in the plea aforesaid whereupon the said Ebenezer Handy and William Chaille, by their attorney aforesaid filed in Court here the following bail piece to wit,

Robert Gilmore and William Bingham Plaintiffs against Ebenezer Handy and William Chaille Defendants

You William Elligood and John Dashiell, son of Jeffe, do jointly and severally acknowledge yourselves special bail for the said Ebenezer Handy & William Chaille, at the suit of the said Robert Gilmore and William Bingham in an action of Trespass on the Case brought by the said Robert Gilmore and William Bingham against the said Ebenezer Handy and William Chaille, in the General Court. They acknowledge themselves to be content therewith, this Seventh day of April 1795 before

To the Honorable the Judges of the General Court

Will Stone
Jno Leatherbury

Power to Benj. Dashiell Esq.

Thereupon further process of and upon the premises aforesaid between the parties aforesaid and their attorneys aforesaid and by order of Court was further continued untill the second tuesday in September then next following. Eastern Shore of Maryland Somerset County to wit Ebenezer Handy late of Somerset County Merchant, and William Chaille late of Somerset County Merchant, were attached to answer unto Robert Gilmore and William Bingham in a plea of trespass on the Case and so forth, And whereupon the same Robert Gilmore and William Bingham by Thomas James Buttitt their attorney Complain that whereas the same Ebenezer Handy and William Chaille after the first day of May in the year of our Lord Seventeen hundred and five, to wit, on the second day of November in the

year of our Lord Seventeen hundred ninety and one at Baltimore in the County aforesaid made their note in writing subscribed with their own hands by the name of Handy and Chaillie commonly called a promissory Note bearing date the same day and year last aforesaid by which said note the said Ebenezer Handy and William Chaillie promised to pay to the said Robert Gilmore and William Bingham, by the name of Messrs. Robert Gilmore & Co or to their order on the fifteenth day of March next ensuing the date of the said Note the sum of five hundred pounds current money of Maryland, with legal Interest thereon from the date of the said note, for Value received by them the said Ebenezer Handy and William Chaillie, by reason whereof and also by force of the statute in such Case made and provided, the said Ebenezer Handy and William Chaillie became liable to pay to the said Robert Gilmore and William Bingham the said sum of five hundred pounds and Interest in the said note mentioned according to the tenor and effect of the said note; and so liable they the said Ebenezer Handy and William Chaillie in consideration thereof afterwards to wit, on the said second day of November in the year aforesaid last at Baltimore County aforesaid undertook and then and there faithfully promised the said Robert Gilmore and William Bingham that they the said Ebenezer Handy and William Chaillie would well and truly pay the said Robert Gilmore and William Bingham the said sum of five hundred pounds and Interest in the said note mentioned according to the tenor and effect of the said note Nevertheless the said Ebenezer Handy and William Chaillie their several promises and assumptions aforesaid in form aforesaid made, not regarding, but minding and fraudulently intending the said Robert Gilmore and William Bingham in this part craftily and subtilly to deceive and defraud the said sum of money and Interest or any part thereof to the said Robert Gilmore & William Bingham or either of them yet have not paid nor has either of them paid the same (at the instance of the same Ebenezer Handy and William Chaillie by the said Robert Gilmore and William Bingham afterwards, to wit, on the fifteenth day of