Judgments.

At which said next Term to wit, the second Tuesday of April in the year of our Lord one thousand seven hundred and ninety eight, came again into Court the parties aforesaid by their Attornies aforesaid; And the said Samuel and Meirs Fisher by their Attorney aforesaid Declared against the said Peter Chaille in the plea aforesaid in manner and form following, to wit &c—

The State of Maryland Worcester County Sct. Peter Chaille late of Worcester County planter, was summoned to answer unto Samuel Fisher and Meirs Fisher of a plea that he render unto them the full and just sum of two thousand pounds Current money of Maryland, which to them he owes, and unjustly detains &c— And whereupon the said Samuel Fisher and Meirs Fisher by William Whittington their Attorney say, that whereas the said Peter Chaille on the ninth day of June Anno Domi one thousand seven hundred and ninety five, at the County of Worcester aforesaid by his certain writing Obligatory which the said Samuel Fisher and Meirs Fisher with the Seal of the said Peter Sealed hereinto Court produce, the date whereof is the same day and year aforesaid, did acknowledge himself to be held and firmly bound unto the said Samuel Fisher and Meirs Fisher in the full and just sum of two thousand pounds Current money of Maryland, to be paid unto the said Samuel Fisher and Meirs Fisher whenever he the said Peter Chaille should be thereto afterwards required— Nevertheless the said Peter Chaille (although often required) hath not paid to the said Samuel Fisher and Meirs Fisher the said sum of two thousand pounds, nor any part thereof, but hitherto altogether hath refused and doth still refuse to render the same, wherefore they say that they are injured and have Damage to the value of two thousand pounds Current money of Maryland, and therefore they bring suit &c—

William Whittington attorney for the Plaintiffs ~~Richard Roe~~ John Doe } pledges to prosecute—

The writing Obligatory in the Declaration aforesaid mentioned comes as follows, to wit—

Know all men by these presents that we Ebenezer Handy and William Chaille of Salisbury, Merchants, and Peter Chaille of Worcester County in the State of Maryland are held and firmly bound unto Samuel Fisher and Meirs Fisher, Merchants, in Philadelphia, in the full and just sum of two thousand pounds Current money of Maryland, to be paid unto the said Samuel Fisher and Meirs Fisher their Executors, Administrators or Assigns: To which payment well and truly to be made and done we bind ourselves, our Heirs,

Executors and Administrators jointly and severally, firmly by these presents Sealed with our Seals, and dated this ninth day of June Anno Domi 1795— The Condition of the above Obligation is such that if the above bound Ebenezer Handy and William Chaille or either of them, or either of their Heirs, Executors or Administrators, on or before the first day of January one thousand seven hundred and ninety seven, shall well and truly pay or cause to be paid unto the said Samuel Fisher and Meirs Fisher, Merchants, or either of them, their Executors, Administrators, certain Attorney or Assigns, the full and just sum of nine hundred and eleven pounds thirteen Shillings and two pence Current money of Maryland (which is the balance due from the said Handy and Chaille for Goods and Merchandize Sold them by the said Samuel and Meirs Fisher) with legal Interest thereon from the date of the above Obligation untill paid, and also shall well and truly pay unto the Said Samuel Fisher and Meirs Fisher their Executors, Adm^rs. or Assigns, what small Bills against the Schooner "Love-ly Lass" which the Said Samuel and Meirs Fisher have paid off and satisfied for the use of the said Handy and Chaille; Then the above Obligation to be void otherwise to remain in full force, virtue and power in Law. &c

Signed, Sealed and Delivered, in presence of William Whittington— The word "Fisher" interlined before Execution— William Whittington

Ebenezer Handy — (Seal)
William Chaille — (Seal)
Peter Chaille — (Seal)

Thereupon it was ruled by the Court at the prayer of the said Samuel and Meirs by their Attorney aforesaid that the Said Peter Chaille answer to the Declaration of them the Said Samuel Fisher and Meirs Fisher in the plea aforesaid; And the said Peter Chaille by his Attorney aforesaid further defended the force and injury when &c. and prayed leave of the Court to imparle untill the next Term, and he had it; The same day was given to the said Samuel Fisher and Meirs Fisher, then &c—

And now here, at this ~~time~~ day, to wit, the second Tuesday of September in the year of our Lord one thousand seven hundred and ninety eight, comes again into Court the parties aforesaid by their Attornies aforesaid; and the Said Peter Chaille by his Attorney aforesaid further defends the force and injury when &c and says, that he cannot gainsay the action aforesaid of the Said Samuel and Meirs Fisher so as aforesaid against him brought, nor can he deny but that he owes to the Said Samuel Fisher and Meirs Fisher the full and just sum of two thousand pounds Current money in manner and form as they the said Samuel and Meirs Fisher above thereof against him complain: Therefore it is considered by the Court here that the said Samuel and Meirs Fisher recover against the said Peter Chaille as well the Said sum of two thousand pounds Current money their Debt aforesaid in form aforesaid