day of June 1797 — Ms. James Earle Junr. Clerk —
A Duplicate of the aforegoing Writ was issued and sent to the Sheriff of Talbot County —
At which said second Tuesday of September in the year of our Lord one
thousand seven hundred and ninety seven (being the day for the return of the
aforegoing Writ) came into Court the said Samuel Smith and James Buchan-
an by their Attorney aforesaid, and the Sheriff of Somerset County, to whom
the same Writ was in form aforesaid directed, likewise came and made return
thereof to our said Court thus endorsed, to wit. — "Cepi Gilliss, N.E. Poor,
"S. Ballard, Shff" — And the Sheriff of Talbot County, to whom a
Duplicate of the Writ aforesd. was sent as aforesd. also came, and made thereof to the
Court thus endorsed, to wit "Cepi Poor, N.E. Gilliss, so answers, Jam.s P. Cox Shff" —
And the said Thomas H. Gilliss and Samuel Poor being called, appeared
in Court by Benjamin Dashiell Esquire their Attorney; And thereupon, on
motion of the said Samuel Smith and James Buchanan by their Attorney
aforesaid, it was ruled by the Court that the said Thomas H. Gilliss and
Samuel Poor give special bail in the plea aforesd. Whereupon, a certain Benoyer
Handy of Talbot County, came into Court in his own proper person, and with
the consent of the said Samuel Smith and James Buchanan by their Attorney
aforesaid became pledge and bail for the said Samuel Poor, that if it should
happen that the said Samuel Poor should be convicted at the suit of the said
Samuel Smith and James Buchanan in the plea aforesaid, then the said Benoyer
Handy, consented that all such Damages, Costs and Charges, as should be adjudged
unto the said Samuel Smith and James Buchanan in this behalf, should be
made of his Body, Lands and Chattels, and levied to the use of the said Samuel Smith
and James Buchanan, if it should happen that the said Samuel Poor
should not pay the said Damages, Costs and Charges, or render himself to the
prison and Custody of the Sheriff of the County of Talbot on that occasion —
And the said Thomas H. Gilliss by his Attorney aforesaid filed in Court a
certain Bail piece, which being approved of, is in form following, to wit —

Samuel Smith and James Buchanan, Plaintiffs
against.
Thomas H. Gilliss and Samuel Poor, Defendants

You William Hotch Junr. and Levin Pollitt of Ht. do jointly and severally acknowledge yourselves special bail for the said Thomas H. Gilliss at the suit of the said Samuel Smith and James Buchanan, in an action of Trespass on the case, brought by the said Samuel Smith and James Buchanan against the said Thos. H. Gilliss and Samuel Poor in the General Court —

They acknowledge themselves to be content therewith this second day of September 1797.
before, S. Leatherbury, Mr. Pilsum — And the said Thomas H. Gilliss and
Samuel Poor by their Attorney aforesaid defended the force and injury when &c, and
prayed leave of the Court to imparle unto the next Term, and they had it, The same
day was given to the said Samuel Smith and James Buchanan, then &c
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 Smith and James
Buchanan by their Attorney aforesaid declared against the said Thomas H. Gilliss
and Samuel Poor in the plea aforesaid in manner and form following, to wit —
Eastern Shore State of Maryland, Somerset County, to wit — Thomas H. Gilliss late
of Somerset County Yeoman, and Samuel Poor late of Somerset County Yeoman,
were attached to answer unto Samuel Smith and James Buchanan, in a plea of
Trespass on the case &c — And whereupon the same Samuel Smith and James
Buchanan by Thomas James Dullitt their Attorney complain, that whereas the
same Thomas Handy Gilliss and Samuel Poor after the first day of May in the
year of our Lord seventeen hundred and five, to wit, on the sixteenth day of November
in the year of our Lord seventeen hundred and ninety five, at Salisbury, at the County afs.
made their certain Note in writing, commonly called a promissory Note, with their own
proper hands thereto subscribed (by the names and description of Gilliss and Poor) bearing
date the same day, and year last aforesaid, and the same Note, to the same Smith &
Buchanan did then and there deliver, by which said Note, the same Gilliss and
Poor promised to pay to the same Smith and Buchanan (by the names and
description of S. Smith and Buchanan) their Heirs or Assigns, the sum of eight hun-
dred and forty nine pounds two shillings and seven pence Current money of
Maryland, for value of them received, with Interest thereon from the fourth day of
December in the year of our Lord seventeen hundred ninety and four, until paid, when
thereto after they should be required; by reason whereof, and also by force of the
Statute in such case made and provided, the said Gilliss and Poor became chargable
to pay to the same Smith and Buchanan the said sum of money and Interest,
according to the tenor of the said Note; and being so chargable the same Gilliss and
Poor in consideration thereof, afterwards, to wit, on the same sixteenth day of
November, at the County aforesaid, upon themselves Assumed and unto the same Smith
and Buchanan then and there faithfully to pay to the same Smith and Buchanan
the sum of money aforesaid, and Interest aforesaid, according to the tenor and effect of
the said Note — Nevertheless the same Gilliss and Poor, their promise & Assumption