Money Damages and Costs of Suit; And the Plaintiff agrees to release the aforesaid Damages on payment of the Interest on the Debt aforesaid from the Twelfth day of May one thousand seven hundred and ninety six, and the Plaintiff also agrees to stay Execution until the first day of August next.

Test. John Gwinn Clk.

David Williamson
against
Thomas Marshall & Thomas J. Beatty.

Be it Remembered, that heretofore, to wit, on the twenty eighth day of March in the year of our Lord one thousand seven hundred and Ninety seven, the said David Williamson by Jonathan Roberts Wilmer his Attorney sued out of the General Court the Writ of the State of Maryland of Capias ad respondendum, directed to the Sheriff of Montgomery County in the words and figures following, to wit, The State of Maryland, sc, To the Sheriff of Montgomery County, Greeting: We command you that you take Thomas Marshall late of Charles County Merchant and Thomas J. Beatty late of Montgomery County Merchant if they shall be found in your bailiwick, and them safe keep, so that you have their bodies before the Judges of our General Court, to be held at the City of Annapolis on the second Tuesday of May next to answer unto David Williamson of a plea of Trespass upon the Case and so forth, hereof, fail not at your peril, and have you then and there this Writ, Witness the honourable Robert Goldsborough Esquire, Chief Judge of our said Court, the 12th day of December Anno Domini 1796.

Issued the 28th day of March 1797. (J. R. Wilmer) Jno. Gwinn Clk.

And the aforesaid David Williamson by his Attorney aforesaid on the day of the issuing of the aforesaid Writ filed in Court here, the following Declaration and Oyer of Note Copies whereof were made and sent with the said Writ, to the Sheriff of the County aforesaid, to wit.

Western Shore of the State of Maryland, Montgomery County, sc. Thomas Marshall late of Charles County Merchant and Thomas J. Beatty late of Montgomery County Merchant were attached to answer unto David Williamson of a plea of Trespass upon the Case and so forth. And whereupon the said David by Jonathan R. Wilmer his Attorney complains that whereas the aforesaid Thomas Marshall and Thomas J.

(Beatty)

Beatty after the first day of May seventeen hundred and five, to wit, on the twenty ninth day of August seventeen hundred and ninety six at Montgomery County made their certain Note in writing called a promissory Note, with their hands thereto subscribed bearing date the day and year last aforesaid and the said Note to the said David then and there delivered by which said Note the said Thomas Marshall and Thomas J. Beatty promised to pay unto him the said David the sum of Four hundred and eighty pounds five shillings and three pence Current Money by reason whereof and also by force of the Statute in such case lately made and provided the said Thomas Marshall and Thomas J. Beatty became liable for and chargeable to pay to him the said David the aforesaid sum of Current Money, to wit, on the day and year last aforesaid at the County last aforesaid in consideration whereof upon themselves assumed and to the said David then and there faithfully promised that they the aforesaid sum of Current Money to him would well and truly content and pay when afterwards they should be thereunto required, And whereas the aforesaid Thomas Marshall and Thomas J. Beatty were at the County last aforesaid on the twenty sixth day of May seventeen hundred and ninety five, indebted unto the said David in one other sum of Four hundred and seventy pounds five shillings and three pence Current Money for certain matters properly chargeable in Account and being so indebted the said Thomas Marshall and Thomas J. Beatty, to wit, on the day and year last aforesaid at the County aforesaid in consideration thereof upon themselves assumed and to the said David then and there promised that they would well and truly pay to him the sum of Money last aforesaid when afterwards they should be thereunto required: Nevertheless the said Thomas Marshall and Thomas J. Beatty their several promises and assumptions so as aforesaid made not regarding but fraudulently intending them the said David in the premises craftily and subtilly to deceive and defraud the said several sums of Money or any of them or any part of them to the said David have altogether refused to render or pay and still doth refuse To the Damage of the said David in the sum of One thousand pounds Current Money and therefore he brings Suit and so forth,

Jon. R. Wilmer for Pltff. Pledges &c. John Doe, & Richard Roe

Oyer of the Note,

(Geo.)