writing called a promissory note with his own proper hand thereto subscribed bearing date the same day and year last aforesaid and thereby ninety days after date negotiable at the bank of Colombia did promise to pay to one Alexander M'Intire by the name of Alexander M'Intire or order one thousand dollars for value received and the said one thousand Dollars being unpaid he the said Alexander M'Intire afterwards to wit the same day and year last aforesaid at Montgomery County aforesaid endorsed that note with his own proper hand thereto subscribed and thereby appointed the Contents of the same note to be paid to the said James David Barry or his order for value received whereof the said William Wheann afterwards to wit the same day and year last aforesaid at Montgomery County aforesaid had notice and by reason of the premisses and by force of the Statute in such case lately made and provided the same William Wheann was and became liable to pay to the said James David Barry the said sum of money according to the tenor of the note aforesaid: And so being thereto liable the said William Wheann afterwards to wit the same day and year last aforesaid at Montgomery County aforesaid in Consideration thereof assumed upon himself and to the same James David Barry then and there faithfully promised to pay him the said sum of money according to the tenor of the note aforesaid and the aforesaid James David Barry in fact saith that the aforesaid sum of one hundred Dollars at the aforesaid sum of one thousand dollars at the aforesaid time of making the promise and assumption aforesaid always since hath been and now is of the value of three hundred and seventy five pounds Current money of Maryland to wit at Montgomery County aforesaid. Nevertheless the said William Wheann his promise and assumption aforesaid so as aforesaid made not regarding, but minding and fraudulently intending the said James David Barry in this behalf craftily and subtilly to deceive and defraud the said sum of one thousand Dollars or the value thereof or any part thereof to the said James David Barry hath not yet paid (although so to do it he was required by the said James David Barry after the expiration of the said ninety days in the said note mentioned to wit on the sixteenth day of August in the year of our Lord one thousand seven hundred and ninety seven and often afterwards at Montgomery County aforesaid but hath hitherto altogether denied and yet doth deny to pay him the same to the damage of him the said



said James David Barry in the sum of five thousand pounds Current money of Maryland and therefore he brings suit and Jofeith.

William branch Pltffs Atty Pledges Jofeith. John Doe & Richard Roe.

At which said second Tuesday of October being the tenth day of the same month in the year of our Lord one thousand seven hundred and ninety seven and the day of the return of the aforegoing writ comes into the General Court here the said James D. Barry by his attorney aforesaid and the sheriff of Montgomery County to whom the said writ was in form aforesaid directed likewise comes and makes return thereof to the Court here thus endorsed to wit Copia Copy left 7th Sept. Benj. Rayburn Sheriff.

And the said William Wheann by James Cook his attorney appears in Court here, and thereupon on motion of the said James D. Barry by his attorney aforesaid, the said William Wheann is adjudged to give special bail in the plea aforesaid Whereupon the said William Wheann by his attorney aforesaid files in Court here the following bail piece to wit

James David Barry Plaintiff
against
William Wheann Defendant

You George King and Adam King do jointly and severally acknowledge yourselves special bail for the said William Wheann at the suit of the said James David Barry in an action of trespass upon the Case brought by the said James David Barry against the said William Wheann in the General Court They acknowledge themselves to be content therewith this twenty Eighth day of September seventeen hundred and ninety seven.

Before Lloyd Beall, Thomas Corcoran

To the honorable the Judges of the General Court.

I do hereby authorise and empower James Cook Esq. to appear for me in the above suit. William Wheann

And thereupon on motion of the said James D. Barry by his Attorney aforesaid it is rule by the Court here that the said William Wheann answer to the declaration aforesaid of the said James D. Barry in the plea aforesaid or Judgment by the Court here will be rendered against him in default thereof and the said William Wheann by his attorney aforesaid defends the force and injury when and Jofeith and prays leave of the Court here to imparle until the second Tuesday of May next and then to answer to the Declaration aforesaid of the said James D. Barry in the plea aforesaid and to him it is granted the same day is given to the said James D. Barry also.

At which said second Tuesday of May being the Eighth day of the

Jan[illegible]