May Term 1799.

And the said Thomas Brooke Beall by William Wallace his Attorney appears in Court here. And thereupon on the Motion of the aforesaid William Taylor by his Attorney aforesaid, It is ruled by the Court here, that the said Thomas Brooke Beall give special Bail to the Action aforesaid in the plea aforesaid; Whereupon the said Thomas Brooke Beall by his Attorney aforesaid files in Court here, the following Bail piece, to wit.

William Taylor Plaintiff vs Thomas B. Beall Defendant.

You Thomas Fletchall and Richard Lyle do jointly and severally acknowledge yourselves special Bail for the said Thomas B. Beall at the suit of the said William Taylor in an Action of Debt brought by the said William Taylor against the said Thomas B. Beall in in the General Court of the Western Shore of the State of Maryland they acknowledged themselves to be content therewith this tenth day of March 1790. Before John L. Summers

Elemelech Swearingen.

To the honourable the Judges of the General Court.

I hereby authorize and empower William Wallace Esquire to appear for me in the above Suit Thos B. Beall.

Witness Elemelech Swearingen, John L. Summers.

And thereupon on Motion of the aforesaid William Taylor by his Attorney aforesaid, It is ruled by the Court here, that the said Thomas Brooke Beall answer to the declaration aforesaid of the aforesaid William Taylor in the plea aforesaid, or Judgment by the Court here will be entered against him in default thereof; And the said Thomas Brooke Beall by his Attorney aforesaid defends the force and injury when and so forth; and prays leave of the Court here to Imparle until the second Tuesday of October next, and then to answer to the declaration aforesaid of the aforesaid William Taylor in the plea aforesaid, and to him it is granted, the same day is given to the aforesaid William Taylor also.

At which said second Tuesday of October being the ninth day of the same month in the year of our Lord one thousand seven hundred and ninety eight, to which said day the said Thomas Brooke Beall had leave to Imparle and then to answer to the declaration aforesaid of the aforesaid William Taylor in the plea aforesaid, come again into the General Court here as well the aforesaid William Taylor by his Attorney aforesaid as the said Thomas Brooke Beall by his Attorney aforesaid; And the said Thomas Brooke Beall by his Attorney aforesaid, as before defends the force and injury when and so forth, and saith that the aforesaid

(William)

May Term 1799.

William Taylor his Action aforesaid against him to have or maintain ought not &c. because he saith that he the said Thomas Brooke Beall did pay unto the aforesaid William Taylor the said sum of Money in the Condition of the said Writing obligatory mentioned with legal Interest thereon according to the form and effect of the Condition of the said Writing obligatory and this he is ready to verify, wherefore he prays Judgment if the aforesaid William Taylor his Action aforesaid against him to have or maintain ought &c.

And the aforesaid William Taylor by his Attorney aforesaid saith that he by any thing by the said Thomas Brooke Beall above in pleading alledged from having or maintaining his Action aforesaid against him ought not to be precluded because he saith that the said Thomas Brooke Beall hath not paid unto him the aforesaid William Taylor the aforesaid sum of Money in the Condition aforesaid mentioned with the Interest thereon in such manner and form as the said Thomas Brooke Beall above by pleading hath alledged; and of this he prays may be enquired of by the Country, and the said Thomas Brooke Beall in like manner and so forth. Therefore &c. a Jury thereon appear before the Court here, on the second Tuesday of May next, by whom and so forth, and who neither and so forth, to recognize and so forth, because as well and so forth, the same day is given to the parties aforesaid then and there and so forth.

And now, at this day, to wit, the said second Tuesday of May being the fourteenth day of the same month, in the year of our Lord one thousand seven hundred and ninety nine, comes again into the General Court here, as well the aforesaid William Taylor by his Attorney aforesaid, as the said Thomas Brooke Beall by his Attorney aforesaid, Nevertheless the said Thomas Brooke Beall by his Attorney aforesaid relinquishing the averment aforesaid, above by him pretended says, that he cannot deny the Action aforesaid of the aforesaid William Taylor so as aforesaid against him brought, nor but that he owes to the aforesaid William Taylor the aforesaid sum of Eight hundred and ninety five pounds six shillings and eight pence Current Money in manner and form aforesaid so as the aforesaid William Taylor above against him hath declared.

Therefore it is Considered by the Court here, that the aforesaid William Taylor recover against the Thomas Brooke Beall as well the sum of Eight hundred and ninety five pounds six shillings and eight pence Current Money his Debt aforesaid in form aforesaid confessed, as the quantity of Eight hundred and forty five pounds of Tobacco, by the Court here unto the aforesaid William Taylor on his absent adjudged as well

(for)