If any to be allowed.

Test John Gwinn Clk.

James McElhiney
against
Thomas Beall of Sam.

Be it remembered, that heretofore, to wit on the first day of February in the year of our Lord one thousand seven hundred and ninety nine the said James McElhiney by William Branch his attorney sued out of the General Court the writ of the State of Maryland of Capias ad respondendum, directed to the sheriff of Allegany County, in the words and figures following, to wit.

The State of Maryland, &c. To the sheriff of Allegany County Greeting. you are hereby commanded to take Thomas Beall of Samuel late of Allegany County yeoman if he shall be found in your bailiwick and him safe keep, so that you have his body before the Judges of the General Court to be held at the City of Annapolis on the second Tuesday of May next, to answer unto James McElhiney, in a plea of Trespass upon the case and soforth.

Hereof fail not at your peril and have you then and there this writ. Witness the Honourable Robert Goldsborough Esquire Chief Judge of the said Court, the ninth day of October Anno domini 1798.

Issued the first day of February 1799. W. Cl. Jno. Gwinn Clk.

And the aforesaid James McElhiney by his attorney aforesaid on the day of the issuing of the aforesaid writ filed in Court here the following declaration, a Copy whereof was made and sent with the said writ, to the sheriff of the County aforesaid, to wit,

State of Maryland, Western Shore, Allegany County, to wit

Thomas Beall of Samuel late of Allegany County yeoman was attached to answer unto James McElhiney, in a plea of Trespass upon the Case and soforth.

And whereupon the said James McElhiney, by William Branch his attorney complains that whereas after the first day of May in the year of our Lord one thousand seven hundred and five, to wit on the Eighth day of June in the year of our Lord one thousand seven hundred and ninety six at George Town to wit, at Allegany County aforesaid one Peter Casenave made his certain note in writing, called a promissory Note bearing date the same day and year aforesaid and the same Note to the said Thomas Beall of Samuel delivered by which said note the said Peter Casenave ninety days after date promised to pay

to

to the said Thomas Beall of Samuel by the name of Capt.n Thomas Beall (of Sam.) or order four hundred and thirteen dollars and thirty three cents Negotiable at the bank of Columbia for value received and afterwards and within the said ninety days to wit on the day and year last aforesaid at Allegany County aforesaid the said Thomas Beall of Samuel by his endorsement with his own proper hand subscribed and made upon the same note assigned that note to a certain Aza Beall and by the said endorsement ordered the said Peter Casanave to pay the Contents of the said Note to the said Aza Beall or order according to the tenor of the said note and afterwards and within the said ninety days to wit, and the day and year last aforesaid at Allegany County aforesaid the said Aza Beall by his endorsement with his own proper hand subscribed and made upon the same note assigned that Note to him the said James McElhiney and by the said Indorsement ordered the said Peter Casanave to pay the Contents of the said Note to the said James McElhiney according to the tenor of the same note and the said James McElhiney in fact saith that after the assignment and appointment aforesaid as aforesaid made and after the expiration of the said Ninety days in the same note mentioned, to wit, on the fourteenth day of September in the year of our Lord one thousand seven hundred and ninety six at Allegany County aforesaid shewed the Note aforesaid and the endorsement aforesaid on the said Note to the said Peter Casanave and then and there required the same Peter Casanave to pay the Contents of the said Note to wit, the said sum of four hundred and thirteen Dollars and thirty three Cents in the same Specified according to the tenor of the said Note and the endorsement aforesaid to the said James McElhiney but the same Peter Casanave the same sum of money to the said James McElhiney did not pay, nor hath yet paid but to pay the same sum of money to the said James McElhiney the said Peter Casanave then and there to wit the same day and year last aforesaid and ever after hitherto hath refused whereof the said James McElhiney afterwards to wit, on the same day and year last aforesaid at Allegany County aforesaid gave notice to the said Thomas Beall of Samuel: And by reason of the premises and also by force of the Statute in such Case made and provided the said Thomas Beall of Samuel became and was liable and is liable to pay to the same James McElhiney the said sum of four

hundred