that whereas after the first day of May in the year of our Lord one thousand seven hundred and five to wit on the twenty seventh day of April in the year of our Lord one thousand seven hundred and ninety seven at the county aforesaid one Thomas Johnson Beatty made his certain note in writing called a promissory note with the proper hand of the said Thomas subscribed bearing date the same day and year last aforesaid, and the same note to the said Charles Delivered, by which said note the said Thomas by the name of Thomas J. Beatty, four months after the date thereof promised to pay to the said Charles Beatty or his order the sum of five hundred dollars value received, negotiable at the Bank of Columbia, and afterwards & within the said four months to wit on the day and year last aforesaid at the county aforesaid the said Charles by his endorsement with his own proper hand subscribed and made, upon the said note assigned that note to the said Alexander, and by the said endorsement ordered the said Thomas to pay the contents of the same note to the said Alexander or his order according to the tenor of the same note: and the said Alexander in fact says that after the assignment and appointment aforesaid — as aforesaid made and after the expiration of the said four months in the same note mentioned, to wit on the thirty first day of August in the year of our Lord one thousand seven hundred and ninety seven at the county afsd he the said Alexander Shewed the note aforesaid and the endorsement on the said note to the said Thomas, and then and there required the same Thomas to pay the contents of the said note to wit, the said sum of five hundred Dollars in the same specified according to the tenor of the said note and the endorsement aforesaid to the said Alexander but the same Thomas the same sum of money to the said Alexander did not pay nor has yet paid, but to pay the same sum of money to the said Alexander the said Thomas then and there to wit the same day & year last aforesaid and ever after hitherto has refused, whereof the said Alexander afterwards to wit on the thirty first day of August in the year last aforesaid at the county aforesaid gave notice to the said Charles and by reason of the premises and also by force of the Statute in such case made and provided the said Charles became and was liable and is liable to pay to the said Alexander the said sum of five hundred Dollars in the same note mentioned, and so being liable the said Charles in consideration thereof afterwards to wit on the same thirty first day of August in the year last aforesaid assumed upon himself and to the said Alexander then and there faithfully promised that he the said Charles the said sum of five hundred

dollars to the same Alexander when he should be thereto after required would well and truly pay and content. And whereas also the said Charles afterwards to wit on the same thirty first day of August in the year last aforesaid at the county aforesaid was indebted to the same Alexander in another sum of five hundred Dollars of lawful money for money by the said Charles to the use of the said Alexander before that time had & received and being so therein indebted the same Charles in consideration thereof afterwards to wit the same day and year last aforesaid at the county aforesaid assumed upon himself and to the same Alexander then and there faithfully promised that he the said Charles the same last mentioned sum of five hundred dollars to the said Alexander when he should be thereto afterwards required would well and faithfully pay and content. And the said Alexander avers that each of the said sums of five hundred dollars was at the several times of the several assumptions aforesaid, ever since hath been, and now is of the value of one hundred and eighty seven pounds ten shillings current money of Maryland, to wit at the county aforesaid. Nevertheless the said Charles his promises and assumptions aforesaid not regarding but contriving and fraudulently intending the said Alexander in this behalf craftily and subtilly to deceive and defraud the said several sums of money or the value thereof or any part thereof to the same Alexander has not yet paid (although to do it he was required by the said Alexander afterwards to wit on the thirty first day of August in the year of our Lord one thousand seven hundred and ninety seven and often after at the county aforesaid) but has hitherto altogether denied and yet does deny to pay him the same to the damage of him the said Alexander in the sum of four hundred pounds current money of Maryland and therefore he brings suit and so forth.

W. Branch for the plaintiff pledges &c. { John Doe and Richard Roe

At which mentioned second tuesday of May being the thirteenth day of the same month in the year of our Lord one thousand eight hundred and the day of the return of the aforegoing writ comes into the General Court here the aforesaid Alexander McDonald by William Branch and John T. Mason his attornies, and the Sheriff of Montgomery county aforesaid to wit, Benjamin W. Jones Gentleman to whom the said aforegoing writ was in form aforesaid directed makes return thereof to the Court here thus endorsed to wit

"Cepi copy left 1st April Benjn W. Jones Shff.

And the said Charles Beatty by Arthur Shaaff his attorney appears in Court here And thereupon on motion of the aforesaid Alexander McDonald by his attornies aforesaid It is ruled by the Court here that the said Charles Beatty give special bail to the action aforesaid in the plea aforesaid. Whereupon a certain Joseph Chapline of Washington county Gentleman present

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