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Title: Legal Document, Michael Bouey v. James A. Williamson

Date: circa 1810

Location: I-BeachW-1971-3

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Frederick County to wit

James H. Williamson Junior late of Frederick County grown
was attached to answer unto Michael Boney in a plea of trespass
on the case and so forth. And whereas the said Michael by Roger
B. Taney his attorney complains that whereas one John Garber
heretofore to wit on the twentieth day of September in the year of
our Lord eighteen hundred and Seventeen at Frederick County
aforesaid, made his certain promissory note in writing bearing
date the day and year aforesaid, and thereby then and there
promised to pay sixty days after the date thereof to the said James
H. Williamson Junior or order, for value received five hundred
and ten Dollars negotiable and payable at the Frederick Town
Branch Bank, and then and there delivered the said promissory
note to the said James, and the said James, ~~and the said James~~ to whom
or to whose order the payment of the said sum of money in the
said promissory note specified was to be made, after the making
of the said promissory note, and before the payment of the said
sum of money therein specified to wit on the day and year
aforesaid, at the County aforesaid indorsed the said promissory
note, by which said indorsement he the said James then and
there ordered and appointed the said sum of money in the said
note specified, to be paid to the said Michael, and then and
there delivered the said promissory note so indorsed as aforesaid
said to the said Michael: and the said Michael avers, that afterwards
when the said promissory note became due and payable ac-
cording to the tenor and effect thereof to wit on the twenty second
day of November in the year eighteen hundred and Seventeen aforesaid
at the said Frederick Town Branch Bank to wit at the
County aforesaid, the said promissory note was duly presented
and shown at the said Frederick Town Branch Bank for
payment thereof, and payment of the said sum of money,
therein specified, was then and there duly required, according
to the tenor and effect of the said promissory note, but without

The said John nor any person or persons on behalf of the said John did or would at the time when the said promissory note was presented and shown for payment, ^{thereof} as aforesaid, or at any time before or afterwards, pay the said sum of money therein specified, or any part thereof but wholly neglected and refused so to do of all which said several promises the said ^{James} ~~Defendant~~ afterwards to wit on the said twenty second day of November in the year aforesaid at the County aforesaid had notice, by means whereof and by force of the Statute in such case made and provided, the said ^{James} ~~Defendant~~ then and there became liable to pay to the said Michael, the said sum of money in the said note specified, when by the said ^{James} ~~Defendant~~ should be thereunto afterwards requested: and being so liable by the said James, in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid, undertook and then and there faithfully promised the said Michael to pay him the said sum of money in the said note specified, when by the said James should be thereunto afterwards requested - Nevertheless, the said James although often thereunto afterwards requested to wit on the day and year last aforesaid and often afterwards at the County aforesaid, hath not yet paid the said sum of money in the said note specified or any part thereof to the said Michael, but to pay the said sum of money in the said note specified or any part thereof to the said Michael, by the said James hath hitherto altogether refused and still doth refuse to wit at the County aforesaid - To the damage of the said Michael in the sum of one thousand dollars current money and therefore he brings his suit and so forth -

Oliver J. Lee
J. P. Lee

R. B. Lacey
Atty -

190 Birds

Michael Boney

or

James R. Williams

or

Mr. Talbot

File 415

R. B. Boney