of October in the year of our Lord one thousand seven hundred and ninety nine. Issued the 21st day of January 1800. (J.T.M.) Jno. Gwinn Cl.
And the aforesaid Jonah Thompson and Richard Veitch by their attorney aforesaid on the day of the issuing of the aforesaid writ filed in court here the following Declaration, copies whereof were made and sent with the said writ, to the Sheriff of the county aforesaid to wit, Western Shore of Maryland Charles County Sc. Richard George Hardesty and Thomas Cook late of Charles County merchants and copartners in trade under the name and firm of Richard G. Hardesty & Co. were attached to answer unto Jonah Thompson and Richard Veitch in a plea of trespass on the case and so forth. And whereupon the said Jonah and Richard by John T. Mason their attorney complain that whereas the said Richard and Thomas trading under the name and firm of Richard G. Hardesty & Co. as aforesaid on the first day of October in the year of our Lord one thousand seven hundred and ninety nine at Charles County aforesaid were indebted unto them the said Jonah & Richard in the sum of three hundred and seventy five pounds sixteen shillings and seven pence current money of Virginia for divers goods, wares and merchandizes by them the said Jonah and Richard to them the said Richard and Thomas before that time sold and delivered, and at their special instance and request, and being so thereof indebted they the said Richard and Thomas in consideration thereof afterwards to wit on the day and year aforesaid at the county aforesaid undertook and then and there faithfully promised the said Jonah and Richard to pay them the said sum of money when afterwards they should be thereunto required. And whereas also the said Richard and Thomas afterwards to wit on the day and year aforesaid at the county aforesaid in consideration that the said Jonah and Richard had before that time at the like special instance and request of them the said Richard and Thomas sold and delivered to them divers other goods, wares and merchandizes, undertook and then and there faithfully promised the said Jonah and Richard to pay them so much money as the goods, wares, and merchandizes last mentioned were reasonably worth at the time of the sale and delivery thereof as aforesaid And the said Jonah and Richard avers that the goods, wares, and merchandizes last mentioned were reasonably worth at the time of the sale and delivery thereof as aforesaid other three hundred and seventy



five pounds sixteen shillings and seven pence current money of Virginia as aforesaid whereof the said Richard and Thomas had notice to wit at the county aforesaid: and the said Jonah and Richard do likewise aver that the said several sums of three hundred and seventy five pounds current money of Virginia at the time of making the several promises and assumptions aforesaid, were, ever since have been and now are respectively of the value of four hundred and sixty nine pounds fifteen shillings and eight pence three farthings current money of Maryland, to wit at the county aforesaid. Nevertheless the said Richard and Thomas their several promises and assumptions aforesaid so as aforesaid made not regarding but minding and fraudulently intending craftily and subtilly to deceive and defraud the said Jonah and Richard in this behalf, the aforesaid several sums of money or either of them or the value of them or any part of such value to them the said Jonah and Richard or to either of them have not contented or paid (although so to do the said Richard and Thomas afterwards to wit on the day and year aforesaid and often afterwards to wit at the county aforesaid by them the said Jonah and Richard were requested) but to pay the same or them the said Jonah & Richard in any way to satisfy or content for the same they the said Richard and Thomas have hitherto altogether refused and still do refuse, to the damage of the said Jonah and Richard in the sum of nine hundred pounds current money of Maryland and therefore they bring suit and so forth

John Thomson Mason for Plffs. {John Doe &
pledges and so forth {Richd. Roe

And a Duplicate of the aforegoing writ and Declaration was also made and sent to the Sheriff of Montgomery county

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 come into the General Court here the aforesaid Jonah Thompson and Richard Veitch by John T. Mason their attorney aforesaid, and the Sheriff of Charles County aforesaid to wit, Thomas A Dyson Gentleman, to whom the said aforegoing writ was in form aforesaid directed makes return thereof to the court here thus endorsed to wit

"Cepi Richard G. copy left 3rd March. N.E. Thos. Cook; Thos. A Dyson Shff

And the Sheriff of Montgomery county to wit, Benjamin M. Sores Gentleman to whom a Duplicate of the aforegoing writ was in form aforesaid directed, likewise comes and makes return thereof to the court

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