twenty fifth day of February in the year of our Lord one thousand
eight hundred.— Issued the 15th. day of March 1800. (S.S.) Jno. Gwinn C.
And the aforesaid William B. Magruder and Thomas L. Washington
by their attornies aforesaid, on the day of the suing 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 In the General Court
for the Western Shore of Maryland, Charles County to wit
Humphrey Barnes late of Charles county aforesaid merchant was
attached to answer William B. Magruder and Thomas L. Washington
of a plea of trespass upon the case and so forth. And ——
whereupon the said William B. Magruder and Thomas L.
Washington by Samuel Johnston their attorney complain that
whereas the aforesaid Humphrey Barnes on the twelfth day of
August in the year of our Lord one thousand seven hundred
and ninety nine at Charles County aforesaid was indebted to
the said William B. Magruder and Thomas L. Washington
in the sum of two hundred and sixty eight pounds seven
shillings and eight pence half penny lawful money of Maryland
for divers goods wares and merchandises by the said William B.
Magruder and Thomas L. Washington to the said Humphrey and
at his special Instance and request, before that time sold and
delivered, and being so indebted the said Humphrey in con-
-sideration thereof afterwards to wit, the same day and year
last abovesaid and at the county aforesaid upon himself
assumed and to the said William B. Magruder and Thomas L.
Washington then and there faithfully promised that he the said
Hupfrey Barnes would pay unto the said William B. Magruder
and Thomas L. Washington the said sum of two hundred and sixty
eight pounds seven shillings and eight pence half penny when
he the said Humphrey Barnes should be thereunto afterwards requested
And whereas also the said Humphrey Barnes afterwards to wit the
same day and year last above mentioned and at the county
aforesaid, in consideration that the said William B. Magruder
and Thomas L. Washington had before that time at the like
special instance and request of the said Humphrey sold and
delivered unto him divers other goods, wares and merchandizes
he the said Humphrey on himself assumed and to the
said William B. Magruder, and Thomas L. Washington then and
there faithfully promised to pay them such sum of money for
the said last mentioned goods wares and merchandizes as

the same at the time of the sale and delivery thereof to him were
reasonably worth and William B. Magruder and Thomas L. Washington
aver that the goods wares and merchandizes last above mentioned
so as aforesaid by them sold and delivered to the said Humphrey
were at the time of the sale and delivery thereof reasonably worth
one other sum of two hundred and sixty eight pounds seven
shillings and eight pence half penny of like lawful money ——
aforesaid whereof the said Humphrey then and there had notice
from the said William B. Magruder and Thomas L. Washington.
Nevertheless the aforesaid Humphrey his several promises and ——
assumptions aforesaid in form aforesaid made not in the least ——
regarding but intending the aforesaid William B. Magruder and ——
Thomas L. Washington in this behalf to deceive and defraud the said
several sums of money or any part thereof to the said William B.
Magruder and Thomas L. Washington or to either of them he hath
not paid, nor any ways contented them or either of them for the same
although to do this the aforesaid Humphrey afterwards to wit on
the same day and year last above mentioned, and often times since
at the county aforesaid, hath been requested by the said William B.
Magruder and Thomas L. Washington but the same to the said William
B. Magruder, and Thomas L. Washington or to either of them to pay
or for the same any ways to content, he hath altogether refused and
still doth refuse, to the damage of the said William B. Magruder and
Thomas L. Washington five hundred pounds of like lawful money aforesaid
and therefore they bring their suit and so forth.
Samuel Johnston attorney for the plaintiffs
pledges to prosecute } Jno. Doe & Richd. 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, come into the General Court here the aforesaid William
B. Magruder and Thomas L. Washington by 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.

"Copi copy left the 18th. March. Thos. A. Dyson Shff

And the said Humphrey Barnes by Thomas Buchanan
his attorney appears in court here, and thereupon on motion of the
aforesaid William B. Magruder and Thomas L. Washington by their
attornies aforesaid. It is ruled by the court here, that the said

(Humphrey