

each share of the stock, when requested. The plaintiff averred, that he, confiding in the promise and undertaking of the defendant, afterwards, &c. did sell to the defendant the said stock, and that the plaintiff hath always been ready, and still is ready, to transfer the said stock in due form of law to the defendant. The *second* count, general *indebitatus assumpsit*, for two shares of stock, &c. sold by the plaintiff to the defendant. The *third* count, *quantum meruit*, for two shares of stock, &c. The *fourth* count, similar to the *first* count, with an averment that he offered to transfer the stock, &c. which the defendant refused to accept, &c. The *fifth* count was a similar count, omitting the averment of an offer to transfer, &c. The general issue pleaded. At the trial the plaintiff offered evidence, that the defendant, having applied to *Thomas Barklie*, who was a known public broker residing and dwelling in the city of *Baltimore*, and with whom he was in the habit of transacting business as a broker, to inform him whenever stock of the Bank of *Baltimore* was at the price of \$450 per share, as he wished to become a purchaser, but did not specify the number of shares he wished to purchase; and that a certain *Benjamin Williams*, *James Cox*, and the plaintiff, did afterwards, on the 22d day of February 1804, place with *Barklie* a quantity of shares of stock of the said bank to the number of ten, or upwards, and did authorise *Barklie* to make sale thereof at the price of \$450 per share; that *Barklie*, being thus authorised, did make out the bill of parcels, a copy whereof is as follows, viz.

“*Balto.* 22 Feb. 1804.

Mr. *Richard Colvin* Bot. of *Thomas Barklie*, Broker,
 — Shares of *Baltimore* Bank Stock a 450 pr. Share,
 to be transferred on the 23 instant. \$—.”

And did send the same by *W. Boyce* his clerk, to the defendant, who received the said bill of parcels, and was informed he might have what shares he wanted; and after looking over his bank book to see what amount of money he had in bank, the defendant filled up the blank in the bill of parcels with the number seven, and carried out on the bill of parcels the amount of the seven shares in money, which he entered thereupon, and having showed to *Boyce* the bill of parcels thus filled up and extended, kept the same in his possession. The plaintiff also proved, that

1810.

Colvin
 vs
 Williams