

The answer of Matthias Clarke defendant to the Bill
of complaint of Walter Leigh Complainant.

This Defendant now and at all times
hereafter saving and reserving to himself all man-
ner of benefit and advantage of exception to the ma-
ny untruths and uncertainties in the said Bill con-
tained, for answer therunto or unto so much thereof
as is material and necessary for this Defendant
to make answer unto, he answereth and saith, that
true it is, that in the spring of the year 1799 he
was half owner of a vessel and interested in the
freight thereof, that the Complainant in the
month of March 1799 shipped on board of said
vessel the five hogheads of tobaccos stated in the
Bill of Complaint, with this difference, that one of
the hogheads was marked A. W. instead of J. S.,
to be sold by this Defendant at Baltimore for
and on account of the Complainant, to be paid
either for cash or on credit as this Defendant
should judge expedient. This Defendant further
answereth and saith that he carried the said
tobacco to Baltimore and tried to dispose of the
same, but finding he could not procure more than
five dollars and an half for the same, he deemed
it expedient to store the same in Baltimore and

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wait for a better market; this defendant further states that in the beginning of April 1799 he returned to Saint Mary's County from Baltimore and informed the Complainant of his proceedings in relation to the storage of the tobacco and the complainant approved of the same and again requested the defendant to make sale of said tobacco on such terms and at such times as this defendant should think proper. This defendant further states that in the month of August he again went to Baltimore and offered the complainant's tobacco for sale; that he was offered five Dollars Cash per hundred for the same, and six dollars per hundred on a Credit of four and six months; that under these circumstances he concluded to sell, and actually did sell the Complainant's tobacco to William B Magruder on a credit of four and six months at six dollars per hundred; that at the time this defendant sold the said tobacco William B Magruder was in good credit and extensively concerned in mercantile transactions; that after the said tobacco was sold to said Magruder, and before the first payment became due, the Complainant was informed ~~by~~ ^{that} this defendant had sold

his tobacco ^{to Wm. B. Maguire} and the credit on which the same
had been sold, and the Complainant then made
no objection to the sale, neither did he ever ap-
pear dissatisfied with the conduct of this defend-
ant until after the failure of William B. Ma-
guire which took place some short time before
the first payment became due. This defendant
admits that at the time the complainant shipped
his tobacco the defendant also shipped eleven
hogsheads on board said vessel; but this de-
fendant positively denies that he ever promised
the Complainant that he would sell his tobacco
for Cash or that it should be sold with the
defendant's tobacco and to the same person
and on the same terms; but this defendant
expressly states that the complainant im-
powered him to dispose of the same on such
terms as this defendant should deem expe-
dient. This defendant admits that he sold
his eleven hogsheads of tobacco to Mr George
Hoffman of Baltimore in the month of April
1899 for the sum of eight dollars per hundred
in discharge of a debt due from this defendant
to said George Hoffman; but he expressly states that
said eleven hogsheads of tobacco were sold under

a previous engagement by said Hoffman to take
said tobacco, as will appear by a letter of said Hoff-
man to this defendant herewith exhibited and to which
this defendant begs leave to refer as part of his answer.
And this defendant further states that he was desirous
of including in the sale made to Hoffman the tobacco
which was shipped by the Complainant, but said
Hoffman refused to take the same. This defendant
further states that he acted with good faith in
the whole transaction and that he is not charge-
able with any neglect or default whatever; that
the said William B Magruder has obtained
the benefit of the insolvent laws of the State of
Maryland and that no dividend of his effects
has been made. This defendant further states
that he sold six hogsheads of tobacco, belonging
to different persons, to William B Magruder,
at the same time that he sold the Complainant's
tobacco to said Magruder, and that the said
six hogsheads of tobacco were sold on the same
credit as the Complainant's; and this defendant
further states that he has not received any
part of the money due from said Magruder
on said sale; that as soon as the whole or any part
of said money is paid to this Defendant it will
be paid over to the Complainant. And this defendant

Copied
system of
Ola Ma, Paki
A. M.
Belle of hills
Leigh

Given June 30th 1873

prayer to be hence dismissed with Costs.

W. D. P. J. Collector for Dist

Mathias Clarke

Baltimore County April 6th 1803. Then
came Matthias Clarke before me and made
oath on the holy Evangelij of Almighty God
that the several matters and things stated in
the foregoing answer are true to the best of
his knowledge

Sworn before

W. D. P. J.

Inc goes in?
Sept 19th

Paia

Mr Samuel B. Howard

Amakoa

Anneville, St. Marys County September 10th 1803.

W^o Samuel H. Howard

Sir,

The purport of this is to request you,
to strike out the suit in Chancery, brought by me, against
Matthew Clarke of this County, and your Compliance
will much oblige your Humble Serv^t

Walter Leigh

Deposit this
Bill & put the
letter among the
papers

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To the Honorable Alexander Conner Hanson Esquire
Chancellor of Maryland,

The bill of Complaint of ^{Walter} ~~William~~ Leigh
of Saint Marys County humbly sheweth,

That a certain Matthias Clarke of the same
County, being part owner of a ~~Keple~~ or concerned in the Profit
arising from freight on board of one, in the Spring of the Year 1799,
in Consideration that your Orator would send by him to Baltimore
a Quantity of Tobacco which he then had by him the said Clarke in
his Boat or Keple on Freight, the said Clarke undertook promised
and engaged that he would sell the same for and on behalf of your
Orator for Cash, if a Cash price could be had, but if the same would
not sell ^{for} Cash, then he the said Clarke represented that he had a Quan-
-tity of Tobacco which he at the same time was taking to Baltimore
to sell for his own benefit, and he promised and engaged that
your Orators Tobacco if it was not sold for Cash, should be sold
with his Clarks Tobacco, to the same Person and on the same
terms - and in pursuance of this engagement so made by Clarke
and Confiding that he would carry it into effect, your Orator was
induced to send by and give to said Clarke the freight and carriage

five Hogheads of Tobacco, the Marks Numbers and weights of
which are as follow Mark, as inserted in the Tobacco Notes -

mark no
AI — 74 — 1016 — 113 — 1003 —
IHA — 00 — 1230 — 96 — 1142 —
TW — 90 — 1194 — 110 — 1004 —
MM — 104 — 1120 — 99 — 1029
WL — 22 — 1031 — 110 — ~~995~~ 903

all of which were received by
said Clarke and by him carried to Baltimore to sell for your
Orator on the express terms herein before mentioned —

Your Orator Charges that the said Clarke did
not, as he informs your Orator, sell the same for Cash, nor did he
sell it with his own Tobacco, at the same time, to the same Person
and for the same sum, but in violation of his express Contract
and Agreement, and in violation of the very principles on
which the same was Confided to him, he sold the same as he
ought to some person in Baltimore who has become insolvent
and unable to pay, in tender Consideration thereof and for
as much as your Orator is greatly injured in the Premises +
by the Breach of Confidence, violation of Engagement and Malconduct

in said Clarke, and your Orator is reminded in the Premises
without the discovery on Oath of said Clarke touching the terms
on which he received said Tobacco, and how and to whom he may
have disposed of the same, and to the End that such discovery
may be had, and that the said Clarke may on his Corporal Oath
give distinct and perfect Answer ~~make~~ to all and every Matter
and fact herein before stated and that as fully as if each fact and
Matter was distinctly repeated and separately interrogated, and
that on oath he answer if he did not undertake to carry and sell for
your Orator Certain Hogsheads of Tobacco ^{to Baltimore} for your Orator, If the
said Clarke did not, and when receive from your Orator all or
any and which of the Hogsheads of Tobacco herein mentioned -
If he did not carry the same to Baltimore - If at the same
time and on board the said Ship (and if he had any and what
Interest in the freight) he did not carry up any and what
Tobacco of his own to sell for his own benefit - to whom he sold
his own Tobacco and for what sum and on what terms? to
whom he sold your Orator Tobacco and when and on what
terms, and what he hath done with the Proceeds - If he sold
any other Tobacco to the same Person with your Orator, where
and on what terms,

and if your Orator did not Consume his Tobacco and the
 said Clarke accept the same upon the express terms and
 Condition, that if he did not sell the same for Cash he was
 to sell it with his own proper Tobacco, to the same Person and
 on the same terms; or if any other and what Agreement
 touching the same was made between your Orator and the
 said Clarke, and to set the same specially forth, May it
 please your Honor to grant your Orator the Status writ
 of Subpoena to the said Clarke directed commanding him
 to answer the Premises &c

Philip B Key John
 for Counsel

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John Key
 for Clerk

Mr Howard
 The his wife and

Mr Thomas Clarke
 Attorney

Walter
 Clerk
 Bell

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Ligh, Walter

vs

Matthias Clarke

St. Marys Co. 1803

Bill, Answer - Dismissed

Not recorded