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Title: Legal Document, Farmers Bank v. John Darnall

Date: circa 1810

Location: I-BeachW-1971-3

Contact:

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Frederick County to wit

John Barnall late of Frederick County yeoman
was attached to answer unto The President Directors
and Company of the Farmers Bank of Maryland
in a plea of trespass on the case and so forth - and
whereupon The said President Directors and Com-
pany of the Farmers Bank of Maryland opposed
by Roger Brooke Toney their attorney complain
that whereas the said John Barnall on the twenty
fourth day of February in the year eighteen hundred
and thirteen at Frederick County aforesaid made
his certain note in writing commonly called
a promissory note his own proper hand being there-
unto subscribed, bearing date the same day and year
aforesaid, and then and there delivered the said note to
one Otho Sprigg by which said note to the said John
Barnall then and there promised to pay sixty days
after the date thereof to the said Otho Sprigg or order
the sum of nine hundred dollars current money for
negotiable at the Farmers Bank of Maryland & payable at the Farmers Bank
in Frederick County Maryland and the said Otho Sprigg to whom
it was received, and the said Otho Sprigg to whom
or to whose order the payment of the said sum of money
in the said note specified was by the said note to be
made after the making of the said note, and before the
payment of the said sum of money in the said note
specified to wit on the day and year aforesaid at the
County aforesaid indorsed the said note his own proper
hand writing being thereon subscribed, and by that
indorsement appointed the contents of the said note
to be paid to one Rachel Barnall or order and then
and there delivered the said note so indorsed to the said
Rachel Barnall, and the said Rachel Barnall to
whom or to whose order the payment of the said

sum of money contained in the said note was to be
made, afterwards and before the payment of the said
sum of money contained in the said note that is to
say on the day and year aforesaid at the county aforesaid
indorsed the said note her own proper hand being
thereon subscribed, and by that indorsement the said
Reuben Barnell appointed the contents of the said
note to be paid to the ~~said~~ President Directors and
Company of the Farmers Bank of Maryland aforesaid,
and then and there delivered the said note so in-
dorsed to the President Directors and Company of the
Farmers Bank of Maryland aforesaid, of which
said several indorsements so made on the said note
as aforesaid the said John Barnell afterwards to
wit on the day and year aforesaid at the county aforesaid
had notice; by reason whereof and by force of the statute
in such case made and provided the said John Barnell
became liable to pay to the President Directors and
Company of the Farmers Bank of Maryland aforesaid
the said sum of money mentioned in the said note ac-
cording to the tenor and effect of the said note and
of the said several indorsements so made thereon
as aforesaid, and being so liable he the said John
Barnell in consideration thereof afterwards that
is to say, on the same day and year aforesaid at the
County aforesaid, undertook and then and there
faithfully promised the President Directors and Com-
pany of the Farmers Bank of Maryland aforesaid
to pay them the said sum of money mentioned in
the said note, according to the tenor and effect of the
said note and of the said several indorsements so made
thereon as aforesaid. Nevertheless the said John Barnell
(albeit often requested so to do) hath not yet paid the said
sum of money or any part thereof to the President

Directors and Company of the Farmers Bank of
Maryland aforesaid, but to pay the same or any
part thereof to the President Directors and Company
of the Farmers Bank of Maryland aforesaid
in the said John Barnell hath hitherto altogether
refused and still doth refuse to the damage of the
~~said~~ President Directors and Company of the
Farmers Bank of Maryland aforesaid in the
sum of fifteen hundred dollars current money
and therefore they bring suit and so forth -

Provs Jm. Doe
R. P. Roe

R. B. Toney Atty
Atty

~~1838~~ ~~1838~~ ~~1838~~ 1838

Farmers Bank

or

John Lawrence

or

Dr. Ritchie

his

P. B. Long

copy Mar 1839.