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Title: Legal Document, William Clements v. Rhesa Hobbs

Date: circa 1805

Location: I-BeachW-1971-3

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Fredrick County to wit

William C. Hobbs late of Fredrick

County yeoman Surviving partner of Rhesea
Hobbs was attached to answer unto William
Clements in a plea of Trespass on the case
and so forth - And when upon the said William
Clements by Roger B. Toney his Attorney complains
that whereas John and James Hughes being persons
trading & using Commerce in the city of Baltimore
^{in this State}
and carrying on the same there together in Partnership
under the name and firm of John and James Hughes
~~that is to say at Fredrick County aforesaid,~~ did
on the thirteenth day of May in the year eighteen
hundred and five at the city of Baltimore that
is to say at Fredrick County aforesaid, according
to the usage and custom of Merchants, time out of
mind used and approved of, make their certain
Bill of exchange in writing, the proper handwriting
of the said James ~~Hughes~~ and John Hughes being
being thereunto subscribed, bearing date the
same day and year aforesaid, and then and then
directed the said Bill to the said William Hobbs
and the said Rhesea Hobbs, ^{in the life time of the said Rhesea} the said William and
Rhesea being partners and joint Dealers together
in trade and Commerce and carrying on the same
at Fredrick County aforesaid under the name
and firm of William C. and Rhesea Hobbs by the
name and description of the pieces William C. and
Rhesea Hobbs, and by the said Bill required the
said William and Rhesea Hobbs ten days after
the sight thereof, to pay to a certain Jacob Whipple
the sum of ninety five Dollars current money
which said Bill afterwards that is to say on
the day and year aforesaid at the County aforesaid

was shewn and presented to the said William and
Rhese Hobbs according to the custom of Merchants
for their acceptance thereof - And thereupon the
said William Hobbs in the life time of the said Rhese
for himself and his said partner, according to the
custom of Merchants upon sight thereof accepted
the said Bill to be paid when the same became
due and payable according to the tenor and effect
thereof, and the said Jacob to whom ^{or to whose order} the said Bill
was made payable, afterwards, and before the
payment of the said sum of ^{money} mentioned in the said
Bill or any part thereof according to the usage and
custom of Merchants, on the eighteenth day of November
in the year eighteen hundred and five, endorsed
the said Bill, his own proper hand being thereunto
signed, and by the said endorsement appointed the
said sum of money mentioned in the said Bill to
be paid to the said William Clements and there
and there delivered the said Bill for endorsed
as aforesaid to the said William Clements of all
which said premises the said William and Rhese
Hobbs afterwards that is to say on the day and
year last aforesaid at the County aforesaid in
the life time of the said Rhese had notice - By
reason whereof and according to the said custom
and Law of Merchants they the said William and
Rhese Hobbs became liable to pay to the said
William Clements the said sum of money in the
said Bill mentioned according to the tenor
and effect of the said Bill - and being so
liable they the said William and Rhese in
consideration thereof afterwards to wit on
the eighteenth day of November in the year
aforesaid in the life time of the said Rhese
undertook and to the said William Clements
then and there faithfully promised to pay him
the said sum of money mentioned in the said

Bill when they should be thereunto afterwards
requested — And whereas the said William and
Rhesa Hobbs, afterwards that is to say on the
same day and year last aforesaid at Frederick
County aforesaid, in the life time of the said
Rhesa, accounted together with the said William
Clements of and concerning divers ^{other} sums of money
before that time due and owing from the said
William and Rhesa Hobbs to the said William
Clements & upon that account they were
~~then & there~~ found in arrear and indebted to him in one
other sum of ninety five Dollars current money
and being so found in arrear and indebted the
said William and Rhesa Hobbs in consideration
thereof afterwards that is to say on the same day
and year aforesaid at the County aforesaid, in
the life time of the said Rhesa, undertook and
to the said William Clements then and there
faithfully promised to pay him the said
last mentioned sum ^{of money} when they should be there-
unto ^{afterwards} required — Nevertheless the said William
and Rhesa Hobbs in the life time of the said Rhesa
who is since dead and whom the said William
Hobbs survived, nor the said William ^{Hobbs} since
his ^{the said Rhesa's} death hath not paid to the said William
Clements the said sums of money or either of them
or any part of them or either of them (altho
so to do they were afterwards to wit on the
day and year ^{last} aforesaid, ^{& often afterwards} at the County aforesaid
requested by the said William Clements) but
to pay the same or any part thereof they the
said William & Rhesa Hobbs, wholly refused
in the life time of the said Rhesa, and the said
William Hobbs still doth refuse to pay the
same to the said William Clements — To the

Damage of the said William Clements in the
sum of two hundred dollars current money
& therefore he brings suit and so forth -

Provs Jno. Doe
vs
R. Roe

A. B. Toney Att^y
1847

10/25

10/25

Copy has order 10/25.

Pro. Petrus
vs
R. B. Toney

vs

Pro. Clements
vs
Roe

1820