## December Term, 1806.

September the ninth Eighteen hundred and two, Overton Carr being sworn on the Holy Evangels of Almighty God deposeth and saith, that he has seen Abiel Jenners write his name, and that he believes the Note of hand given by Stephen West to Abiel Jenners dated the fourteenth day of April Eighteen hundred for One hundred Dollars negotiable at the Bank of Columbia, and by the said Abiel Jenners assigned to Solomon Sympson on the Eighteenth day of April Eighteen hundred is assigned by the said Jenners and in his own proper Hand and that the said Jenners signed the name subscribed to the said Assignment. Sworn to before me

Thos. Contee.

He then produced and read the following promissory Note and the endorsements thereon,

$100. April 14th 1800.

stamp at ten cents

Sixty days after date I promise to pay Mr. Abiel Jenners or order One hundred dollars negotiable at the Bank of Columbia, for value received

Stephen West.

$37. 10. 0 Currency.

For value received I do hereby assign over all my wright Title and Interest to the within Note to Col. Sollomon Simpson this Eighteenth day of April 1800.

Abiel Jenners

Mr. West

Sir. Please to pay the within to the Bearer.

Solomon Simpson

The Plaintiff then in support of his Action produced a Witness who swore that the above note was passed by Abiel Jenners to him the deponent as the owner thereof whether before or after it became due he does not recollect but if before it became due it was but a few days; that it was after it became due that he presented to the said Stephen West the Defendant in this cause for payment; that he held said Note from five to ten days before he presented it to the said Stephen West; The Plaintiff then by his Counsel prayed the Court to direct the Jury that if they were of Opinion from the Evidence offered that the above mentioned promissory Note was in the hands of the said Abiel Jenners as the owner thereof at or after the time when the Attachment in this Cause was laid in the hands of the said Stephen West the Garnishee, that then the said Attachment was a lien and did bind whatever Money was due on the said Note from said West in the hands of the said Stephen West; But the Court were divided in Opinion and the direction as prayed was not given, wherefore the Plaintiff by his Counsel prays leave to except and for the Court here to Sign and seal this his Bill of Exception, which is done accordingly this Seventh day of April 1803.

Jno. M. Gantt (seal)

Thos. Contee (seal)

And thereupon the said William Stewart prays an Appeal from the Judgment aforesaid so as aforesaid rendered to the General Court and the same is granted, And it is ordered by the Court here that the Record and proceedings aforesaid with all things thereunto relating be transmitted to the said General Court which are accordingly transmitted.

Test. John Read Magruder Jr. Clk.



## December Term, 1806.

In Testimony that the foregoing is truly taken from the Record of proceedings of Prince Georges County Court I do hereunto subscribe my name and affix the Seal of the said County Court this twenty third day of May Eighteen hundred and three.

Seal of Prince Geo. Co. Md.

John Read Magruder, Jr. Clk. P. G. Co. Md.

And now at this day comes into the General Court here, as well the said William Stewart by James Jewell Morsell his Attorney aforesaid, as the said Stephen West Garnishee aforesaid by Allen Bowie Duckett his Attorney. And thereupon on motion of the said Stephen West Garnishee aforesaid by his Attorney aforesaid, It is ruled by the Court here, that the said William Stewart assign the errors in the record of proceedings of the judgment aforesaid, brought before the Court here for correcting the errors supposed to be therein, or judgment by the Court here will be entered against him in default thereof; whereupon the said William Stewart by his Attorney aforesaid, prays that a day may be given him for the assignment of errors of and upon the record of proceedings of the judgment aforesaid until the second Tuesday of October next; and to him it is granted; the same day is given to the said Stephen West garnishee aforesaid also.

At which said second Tuesday of October being the Eleventh day of the said month, in the year of our Lord one thousand eight hundred and three, which said day was given to the said William Stewart for the assignment of errors of and upon the record and proceedings of the Judgment aforesaid comes again into the General Court here, as well the said William Stewart by his Attorney aforesaid, as the said Stephen West garnishee aforesaid by his Attorney aforesaid; And the said William Stewart by his Attorney aforesaid saith, that in the record and proceedings aforesaid, and also in the giving of judgment aforesaid, there is manifest error in this, to wit; that by the record aforesaid it appears, that the Judgment aforesaid, in the plea aforesaid given, was given for the said Stephen West garnishee aforesaid against the said William Stewart when by the law of the land that judgment ought to have been given for the said William Stewart against the said Stephen West garnishee aforesaid; therefore in that there is manifest error, and he prays that the Judgment aforesaid for that error, and others, being in the record and proceedings aforesaid may be reversed, annulled and held entirely as void, and that he the said William Stewart may be restored to all that he has lost by occasion of the said judgment, and that the said Stephen West garnishee aforesaid may rejoin to the errors aforesaid, and so forth.

And the said Stephen West garnishee aforesaid by his Attorney aforesaid says, there is no error in the record and proceedings aforesaid or in the rendition of the judgment aforesaid, and prays likewise that the Court here may proceed to the examination as well of the record and proceedings aforesaid, as of the matters aforesaid, by the said William Stewart above for errors assigned, and that the said judgment may be in all things affirmed &c. But because the Court here are not advised to give their judgment of and upon the premises, day therefore is given to the parties aforesaid before the Court here until the second Tuesday of May next, to hear their judgment of and upon the premises, because the Court now here thereof are not yet advised, and so forth.