by his attorney aforesaid offers himself against the said Camden Riley of and upon the premises and prays that the Court of appeals here will proceed to the examination as well of the record of proceedings aforesaid as of the matter above for error assigned and that the said judgment may be in all things affirmed and so forth and for as much as the said Camden Riley doth not allege to the Court of appeals here any matter or thing for the reversal of the judgment aforesaid nor insist upon the matters aforesaid by him above for error assigned. Therefore it is considered by the Court of appeals here that the judgment aforesaid in form aforesaid given be in all things affirmed and stand in full force and effect the said causes above for error assigned in any wise notwithstanding and it is further considered by the Court of appeals here that the said John Braddock have execution against the said Camden Riley as well for the debt damages costs and charges aforesaid so as aforesaid adjudged unto him in the said County Court of Montgomery as also for the sum of ten dollars and forty eight cents adjudged unto him by the Court of Appeals here on his appeal for his costs and charges which he hath sustained by occasion of the delay of the execution of the judgment aforesaid by pretext of the prosecution of the said appeal by the said Camden Riley for the correcting of errors of and upon the premises as aforesaid prosecuted and so forth.

Memorandum Judgment was affirmed nisi in this case and made absolute the 24 day of July 1824 and execution awarded for the sum of $178 current money. Debt $400 current money Damages $6.63½ costs and costs. To be released on payment of $178 with interest from the 20th of August 1819 until paid and the above costs.

Test Th Harris clk.

Benjamin Higgins
vs
Solomon Holland use of Thomas K Philip Baltzell

Be it remembered That now here on the second monday in June being the ninth day of the said month in the year of our Lord one thousand eight hundred and twenty three the chief judge and associate judges of the third judicial District of Maryland in pursuance of the directions of the act of assembly in such case made and provided transmit to the Court of appeals here the record of proceedings of a plea which was lately depending before them in the County Court of Montgomery between Solomon Holland plaintiff and Benjamin Higgins defendant and wherein the said County Court gave judgment for the said Solomon Holland against the said Benjamin Higgins and from which said judgment the said Benjamin Higgins appealed to the Court of appeals here the tenor of which said record of proceedings is in form following to wit:

State of Maryland Montgomery County set.

At a County Court begun and held at the Court house in and for said County on the second monday of November being the twelfth day of the same month in the year of our Lord one thousand eight hundred and twenty one

Were Present

The Honorable Richard Ridgely } associate Judges
Charles S Kilgour }

Brice Selby Esquire Sheriff — Upton Beall clerk

In the record and proceedings of the same court among others is the following to wit:

Solomon Holland use of John Braddock use of Thomas Anderson use of Thomas and Philip Baltzell
vs
Benjamin Higgins

Montgomery County set.

Be it remembered that heretofore to wit on the fourteenth day of June in the year of our Lord one thousand eight hundred and twenty one the said Solomon Holland by Tomlot and Anderson Esquires his attorneys prosecuted and sued forth out of Court here the writ of the State of Maryland of Capias ad respondendum to the sheriff of the County aforesaid directed in the words and of the tenor following to wit:

Montgomery County to wit. The State of Maryland to the sheriff of Montgomery County greeting You are hereby commanded to take Benjamin Higgins late of Montgomery County yeoman if he shall be found in your bailiwick and him safe keep so that you have his body before the Judges of our next County Court to be held at the Courthouse in Rockville in for said County on the second monday of November next to answer unto Solomon Holland in a plea that he render unto him the sum of three hundred and fifty seven dollars and fifty six cents current money which to him he owes and from him he unjustly detains and so forth. Hereof fail not at your peril and have you then and there this writ Witness J T Chaze Esquire chief Judge of our said Court the 5th day of March 1821. Issued the 14 day of June 1821 — Upton Beall clk

And the said Solomon Holland by his attorney aforesaid on the day of suing forth the writ aforesaid declares in Court here against the said Benjamin Higgins in the plea aforesaid as follows to wit:

State of Maryland Montgomery County to wit Benjamin Higgins late of Montgomery County yeoman was summoned to answer unto Solomon Holland in a plea that he render unto him the sum of three hundred and fifty seven dollars and fifty six cents current money which he owes to and unjustly detains from him and so forth. And whereupon the said Solomon Holland by Tomlot and Anderson his attorneys says that whereas the aforesaid plaintiff on the fifth day of March in the year of our Lord one thousand eight hundred and eighteen at Montgomery County aforesaid by his his certain bill obligatory five days after date thereof promised and obliged himself his heirs executors or administrators to pay or cause to be paid unto the said plaintiff by the name of Solomon Holland his heirs or assigns the just and full sum of three hundred and fifty seven dollars and fifty six cents current money of the United States with legal interest thereon from the twenty fourth day of February then last past for value received Nevertheless the aforesaid defendant although often requested so to do the aforesaid sum of money or any part thereof to the said plaintiff hath not rendered or paid but the same or any part thereof to the said plaintiff to render or pay the said defendant hath hitherto altogether refused and still doth refuse wherefore the said plaintiff says he is injured and hath damage to the value of one thousand dollars current money and therefore brings suit and so forth and the said plaintiff brings into Court here the writing obligatory aforesaid sealed with the seal of the