John Benson by his attorney aforesaid says there is no error in the record of proceedings aforesaid nor in the giving of the judgment aforesaid and he prays that the Court of Appeals here will proceed to the examination as well of the record of proceedings aforesaid as of the matters aforesaid by the said Stanislaus Knott above for error assigned and that the said judgment may be in all things affirmed and so forth. thereupon further process of and upon the premises between the parties aforesaid is by virtue of an act of assembly in such case made and provided further continued before the Court of appeals here until the second monday in June next the same day is given to the said parties there then to hear the judgment of the Court of appeals here of and upon the said premises and so forth.

And now at this day to wit the said 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 come again into the Court of Appeals here the parties aforesaid by their attorneys aforesaid and the said John Benson by his attorney aforesaid offers himself against the said Stanislaus Knott 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 matters 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 Stanislaus Knott 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 Benson have execution against the said Stanislaus Knott 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 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 Stanislaus Knott for the correcting of error of and upon the premises as aforesaid prosecuted & so forth. Memorandum Judgment was affirmed nisi in this case and made absolute on the 12 day of July 1823 and execution awarded for the sum of $155.25 current money Debt $300 current money Damages $6.53⅓ costs and costs. To be released on payment of $155.25 current money with interest from 17 February 1819 till paid and the above costs.

Test Ch. Harris Cl.

Henry A McPherson use of Howard & Beatty
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Humphrey Barnes

Be it remembered that heretofore to wit on the twenty fourth day of February in the year of our Lord one thousand eight hundred and twenty three Henry A McPherson by Frederick D Stone his attorney prosecuted and sued forth out of the Court of Appeals here a writ of the State of Maryland of fieri facias to the sheriff of Charles County directed in the words and figures following to wit.

Maryland ss The State of Maryland to the sheriff of Charles County Greeting. Whereas at a County Court begun and held at Charles Town in and for Charles County on the third monday of August in the year of our Lord one thousand eight hundred and seventeen a certain Henry A McPherson by the judgment of the said court recovered against a certain Humphrey Barnes late of Charles County yeoman as well the sum of seven hundred dollars current money for his damages which he had sustained by occasion of the non performance of a certain promise and assumption to the said Henry McPherson by the said Humphrey Barnes before that time made as the sum of eleven dollars and ninety one and two thirds cents for his costs and charges by him about his suit in that behalf laid out and expended whereof the said Humphrey Barnes is convict as by inspecting the record of proceedings of the same Court brought before the Court of Appeals for the Western Shore at the City of