June Term 1826

Nathaniel Washington
vs.
Hanson Burroughs.

Saint Mary's County Court.

The said Nathaniel saith that he by any thing by the said Hanson above in pleading by his said first plea alledged ought not to be precluded from his action aforesaid thereof against him the said Hanson; because he says that the plea aforesaid by the said Hanson in manner and form aforesaid above pleaded and the matters in the same contained are not sufficient in law to preclude him the said Nathaniel from his action aforesaid thereof against him the said Hanson had, to which said plea in manner and form aforesaid above pleaded he the said Nathaniel hath no necessity nor is by the law of the land obliged in any manner to answer, and this he is ready to verify: wherefore for want of a sufficient plea in this behalf the same Nathaniel prays Judgment and his Debt aforesaid together with his Damages by reason of the detention of that debt to be adjudged to him and so forth, and for causes of this demurrer in law the said Nathaniel according to the form of the Statute in such case made and provided shews to the court here these causes following. For that the said plea does not state the title of the court in which nor the Term when the same was filed. For that the said plea is inconsistent and repugnant in that it states that the said Nathaniel ought not to be bound to the performance of his covenant until the said Nathaniel hath in all things performed and fulfilled his said covenant. For that the said plea does not aver that the said Hanson tendered a deed to the said Nathaniel on or before the said ninth day of August eighteen hundred and twenty, to be executed by the said Nathaniel to the said Hanson for the conveyance of the aforesaid Tract of Land mentioned in the aforesaid articles of agreement. For that the said plea is uncertain and wants form and so forth, and the said Nathaniel saith that he by any thing by the said Hanson above in pleading by his said second plea ought not to be precluded from his action aforesaid, thereof against him the said Hanson because he saith that the plea last aforesaid by the said Hanson in manner and form aforesaid above pleaded, and the matters in the same contained are not sufficient in law to preclude him the said Nathaniel from his action aforesaid thereof against him the said Hanson had, to which said plea in manner and form above pleaded he the said Nathaniel hath no necessity nor is by the Law of the Land in any manner obliged to answer and this he is ready to verify: wherefore for want of a sufficient plea in this behalf the same Nathaniel prays Judgment and his Debt aforesaid, together with his damages by reason of the detention of that debt to be adjudged to him, and so forth, And for causes of this demurrer in law the said Nathaniel according to the Statute in such case made and provided shews to the court here these causes following. For that the said Debt mentioned plea does not state the Title of the court in which nor the Term when the same was filed. For that the said plea does not aver that the said Hanson tendered a deed to the said Nathaniel on or before the said ninth day of August eighteen hundred and twenty to be executed by the said Nathaniel for the conveyance to him the said Hanson of the said tract of land mentioned in the said articles of agreement. For that the said plea is uncertain and wants form

T. N. Causin Pltffs Atty.

And the said Hanson Burroughs by his Attorney aforesaid says that the first plea aforesaid in manner and form aforesaid by him the said Hanson Burroughs above pleaded, and the matters in the same contained are good and sufficient in law to quash the said writ of the said Nathaniel Washington, which said plea so pleaded and the matters therein contained, he the said Hanson Burroughs is ready to verify and prove, as the said Court shall award: and because the said Nathaniel Washington hath not answered the said plea, nor hitherto in any manner denied the same he the said Hanson Burroughs as before prays Judgment of the said Writ, and that the same may be quashed and so forth.

And the said Hanson Burroughs by his Attorney aforesaid says that the second plea aforesaid in manner and form aforesaid by him the said Hanson Burroughs above pleaded and the matters in the same contained are good and sufficient in law to quash the said writ of the said Nathaniel Washington, which said plea so pleaded and the matters therein contained, he the said Hanson Burroughs is ready to verify and prove as the said Court shall award and because the said Nathaniel Washington hath not answered the said plea, nor hitherto in any manner denied the same, he the said Hanson Burroughs as before prays Judgment of the said writ and that the same may be quashed and so forth.

Whereupon all and singular the said premises being seen and fully understood by the Court here for that it appears to the Court here that the said plea of the said Hanson Burroughs above pleaded in bar and the matter therein contained are not sufficient in law to preclude the said Nathaniel Washington from having and maintaining his said action against the said Hanson Burroughs in manner and form as the said Nathaniel Washington by his said Attorney has above alledged.

Therefore it is considered by the Court here that the said Nathaniel Washington recover against the said Hanson Burroughs as well the sum of three thousand and fifty dollars current money his debt aforesaid in form aforesaid as the sum of five thousand dollars current money his damages aforesaid sustained by reason of the detention of the said debt, as also the sum of nine dollars and ten cents by the Court here unto the said Nathaniel Washington in his assent adjudged for his costs and charges by him about his suit in this behalf laid out and expended: and the aforesaid Hanson Burroughs in mercy and so forth.

Memorandum. Judgment was rendered in this cause, on the seventeenth day of March in the year of our Lord one thousand eight hundred and twenty five for three thousand and fifty dollars current money debt and five thousand dollars current money damages and costs, and the said Nathaniel Washington agreed to release the aforesaid Judgment on payment of three thousand and fifty dollars current money with interest from the first day of January in the year of our one thousand eight hundred and twenty until paid and the above costs.

And thereupon the said Hanson Burroughs by his Attorney aforesaid prays an appeal from the Judgment aforesaid so as aforesaid rendered to the Court of Appeals to be held for the Western Shore and it is granted him. whereupon the said Hanson Burroughs by his attorney aforesaid files in Court here a certain written obligatory commonly called an appeal bond and which is contained in the following words to wit

Know all men by these presents that we Hanson Burroughs, Henry Burroughs and Leonard Burroughs of Saint Mary's County in the State of Maryland are held and firmly bound unto Nathaniel Washington of the County and State aforesaid in the full and just sum of five thousand five hundred and eighteen dollars current money to be paid to the said Nathaniel Washington or to his certain Attorney his executors, administrators or assigns to which payment well and truly to be made we bind ourselves and every of us our and every of our heirs executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this 23d day of May eighteen hundred and twenty five.

Whereas at a County Court begun and held at Leonard Town in and for Saint Mary's County on the first Monday of March eighteen hundred and twenty five the above named Nathaniel Washington by the Judgment of the said Court recovered against the above bound Hanson Burroughs three thousand and fifty dollars current money debt and five thousand Dollars Damages and costs to be released on the payment of three thousand and fifty dollars current money, as the sum of nine dollars and ten cents for his costs and charges by him about his suit in that behalf laid out and expended whereof the said Hanson is convict from which said Judgment so as aforesaid rendered the said Hanson Burroughs hath prayed an appeal to the next Court of Appeals to be held at Annapolis