same month in the year eighteen hundred and twenty seven, and the day of the return of the aforegoing writ, comes again into Court here the said Samuel Peach by his said attorney, and the Sheriff of the county aforesaid to wit George Semmes gentleman to whom the said writ was in form aforesaid directed comes and makes return thereof in the words following to wit. "Made by a sale to Doctor Charles Duvall on the thirtieth day of December eighteen hundred and twenty six of all the interest of the defendant in and to the following parcels of land to wit. one tract of land called Pastures Enlarged, containing two hundred acres more or less, one tract of land called Osbourns Lot and part of Pleasant Grove containing fifty two acres more or less, one tract of land called Duvalls pleasure or part of Duvalls pleasure containing one hundred and fifty acres more or less, one tract of land called Tukesbury and part of Tukesbury and Walkers Delight containing one hundred and fifty acres more or less, and a tract of land called Friendship containing one hundred and eighty acres, the sum of thirteen hundred and fifty dollars, which has been paid to me by the said Charles Duvall and by me paid to plaintiffs attorney George Semmes Shff"

And the said Sheriff on the day of the return of the said writ filed in Court with his said return the following schedule to wit. "A schedule of the property of Nathan Waters taken execution at the suit of Samuel Peach issued from Prince Georges county Court, all his right title and interest in the following tracts or parcels of tracts of land to wit. a tract of land called Pastures enlarged containing two hundred acres, one do called Osbourns Lot and part of Pleasant Grove containing fifty two acres and part of Duvalls Pleasure containing 150 acres, and part of a tract of land called Tukesbury and part of Tukesbury and Walkers Delight 150 acres and a tract of land called Friendship containing 180 acres more or less and valued by the undersigned at $5 p acre this 30th day of December 1826

Charles Duvall (Seal)
Beale Duvall (Seal)
William Clarke (Seal)

And now here, at this day to wit the first Monday in April being the seventh day of the same month in the year eighteen hundred and twenty eight comes into Court here the said Nathan Waters in the aforesaid writ of Vendetioni exponas mentioned by Thomas S Alexander Esquire his attorney, and prays that the writ and return aforesaid may be quashed and filed in Court here the following reasons to wit

Samuel Peach vs Nathan Waters | P Georges county Court.
The defendant moves to quash the vendetioni exponas issued in this cause, and the Sheriffs return thereto -
1 Because the Shff has returned to the fifa issued in this

cause "levied as per schedule" and no schedule appears to have been returned. 2. Because it does not appear from the said return that any levy was made before the return day of the fifa. 3rd Because the venditioni exponas under which the sale was a renewal of a previous writ, and said Vend expos and return thereto are variant from the first writ. 4 Because the said writ was irregularly issued. 5th Because the description of the property directed to be sold is uncertain - 6th Because the description of the property as set out in the advertisement of sale and Shffs return is uncertain. 7 Because the said return is irregular informal uncertain and void. Th S Alexander

Whereupon all and singular the allegations relating to the premises aforesaid, being by the Court here seen heard and fully understood, and mature deliberation thereupon had, it is therefore considered by the Court here that the said Nathan Waters take nothing by his motion aforesaid, but that the same be overruled, and that the said Samuel Peach go thereof without day &c And thereupon the aforesaid Nathan by his attorney aforesaid prays an appeal from the judgment aforesaid, to the High Court of Appeals, and the same is granted him, it is therefore ordered by the Court - the record and proceedings in the premises aforesaid, be transmitted to the said high Court of Appeals, and the same is transmitted to the said Court accordingly

Test Aquila Beall Clk of Prince Georges county Court.

Maryland Prince Georges county to wit I hereby certify that the transcript and proceedings within contained are truly and faithfully taken and copied from the record of proceedings of Prince Georges county Court. In Testimony whereof I have hereunto subscribed my name and affixed the seal of said county Court (Seal) this third day of May eighteen hundred and twenty eight.

Aquila Beall Clk of Prince Georges county Court.

And now come into the Court of Appeals here, as well the said Nathan Waters by Nicholas Stonestreet and Thomas S Alexander his attornies, as the said Samuel Peach by Alexander C Magruder, Reverdy Johnson and Richard Peach his attornies; and thereupon, on motion of the said Samuel Peach by his attornies aforesaid, it is ordered by the Court here, that the said Nathan Waters assign the errors in the record of proceedings aforesaid, or in the giving the judgment aforesaid, so as aforesaid brought before the Court of Appeals here, for correcting the errors supposed to be therein, or judgment by the Court of Appeals here will be entered against him in default thereof. And the said Nathan Waters by his attorneys aforesaid says, that in the record of 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 Samuel Peach against the said Nathan Waters, whereby the law of the land that judgment ought to have been given for the said Nathan Waters against the said Samuel