appellee from his father by devise, legacy or descent, or in equity of distribution shall be appropriated and bound as follows two thirds thereof shall be applied to pay the claims of his father against the appellee and the other third to pay the claims of the appellants in the above cause

10th June 1837 — Charles F. Mayer for Appltt.
Jno. J. Donaldson for Appellee

Test — Test — Richard W. Gill Clk

Robert Hickley & John White vs Thomas J. Clagett

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 thirty four the Chief Judge and Associate Judges of the sixth 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 Baltimore between Robert Hickley and John White plaintiffs and Thomas J. Clagett defendant and wherein the said County Court gave Judgment for the said Thomas J. Clagett against the said Robert Hickley and John White and from which said Judgment the said Robert Hickley and John White appealed to the Court of Appeals here the tenor of which said Record of proceedings is in form following to wit

State of Maryland Baltimore County Set

At a County Court of the sixth Judicial District of the State of Maryland begun and held at the Court house in the City of Baltimore in and for the County aforesaid on the first day of January in the year of Our Lord one thousand eight hundred and thirty four

Present

The Honorable		
	Stevenson Archer	Chief Judge
	Richard B. Magruder	Esquires Associate Judges
	John Purviance	

Henry J. Sanderson Esquire Sheriff — Thomas Hill Clerk

Among other new the following proceedings to wit

Robert Hickley & John White vs Thomas J. Clagett

Be it remembered that heretofore to wit on the sixteenth day of July in the year of our Lord one thousand eight hundred and twenty nine the said Robert Hickley and John White by Edward J. Woodyear their attorney presented and said forth out of the County Court here the writ of the State of Maryland of "Capias ad respondendum" directed to the sheriff of Baltimore County in form following to wit

The State of Maryland to the Sheriff of Baltimore County Greeting. We command you that you take Thomas J. Clagett late of Baltimore County Merchant if he shall be found in your bailiwick that him so taken you safely keep so that you have his body before the Judges of Baltimore County Court at the Court house in the same County on the first day in September next to answer unto Robert Hickley and John White in a plea of trespass upon the case & Have you said not at your peril and have you then and there this writ

Witness the Honorable Stevenson Archer Chief Judge of our said Court the first day of July in the year of Our Lord Eighteen hundred and twenty nine Issued the 11th day of July 1829. Wm Gibson Clk

And the said Robert Hickley and John White by their attorney aforesaid on the day of the presenting and suing forth of the foregoing writ declared against

the said Thomas J. Clagett in the plea aforesaid as follows to wit

Baltimore County Set. Thomas J. Clagett late of Baltimore County Merchant was attached to answer unto Robert Hickley and John White in a plea of trespass in the case and so forth and whereupon the said Robert Hickley and John White by E. J. Woodyear their attorney complain that whereas at the several times hereinafter mentioned and long before and afterwards they the said Robert and John were copartners in trade and carried on trade and commerce under the name and firm of Hickley & White at Baltimore to wit at the County aforesaid and being so partners He the said Thomas J. Clagett on the twenty third day of January in the year of Our Lord Eighteen hundred and twenty nine at Baltimore to wit at the County aforesaid made his promissory note in writing bearing date the day and year aforesaid and thereby delivered the said note to the said Robert and John and thereby promised to pay four months after the date thereof to the said Robert and John by the name of Hickley & White or order Eight hundred and fifty one dollars and seventy cents current money for value received and that whereas the said Thomas J. Clagett afterwards to wit on the fourth day of February in the year aforesaid at Baltimore aforesaid to wit at the County aforesaid made his certain other promissory note in writing bearing date the day and year last aforesaid and thereby delivered the same to the said Robert and John and thereby then and there promised four months after date thereof to pay to the said Robert and John by the name of Hickley & White or order one thousand forty seven dollars and forty cents like money for value received and that whereas the said Thomas J. Clagett afterwards on the said fourth day of April in the year aforesaid at Baltimore aforesaid to wit at the County aforesaid made his certain other promissory note in writing bearing date the day and year last aforesaid and then and there delivered the said note to the said Robert and John and thereby then and there promised four months after date thereof to pay to the said Robert and John by the name of Hickley & White or order one thousand fifty two dollars and fifty five cents like money for value received and that whereas the said Thomas J. Clagett afterwards on the twenty ninth day of March in the year last aforesaid at Baltimore aforesaid to wit at the County aforesaid made his certain other promissory note in writing bearing date the day and year last aforesaid and then and there delivered the same to the said Robert and John and thereby then and there promised sixty days after the date thereof to pay to the said Robert and John by the name of Hickley & White or order seven hundred and twenty dollars and two cents like money for value received By reason of which premises and by force of the Statute in such case made and provided the said defendant thereupon then became liable to pay to the said plaintiffs the said sum of money in the said notes specified when he the said defendant should be thereunto afterwards requested and being so liable the said defendant in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and faithfully promised the said plaintiffs to pay them the said sum of money in the said notes specified when he the said defendant should be thereto afterwards requested And whereas also the said defendant afterwards to wit on the day and year last aforesaid at the County aforesaid was indebted to the said plaintiffs in the further sum of five thousand dollars for the work and labour, care, diligence and attendance of the said plaintiffs by the said plaintiffs before that time then performed and bestowed in and about the business of the said defendant for the said defendant and at his special instance and request and also for divers materials and other necessary things by the said plaintiff before that time found and provided, and used and applied in and about that work and labor for the said defendant and at his special instance and request and also in the further sum of five