Benjamin & Martha Conner the sum of Sixty Dollars and forty eight and one third Cents by the Court here adjudged unto the said Mary, Grafton & Sarah Dulany, as their agent for their costs and charges by them laid out and expended about their prosecution of the appeal aforesaid and that the said Mary, Grafton & Sarah Dulany, Devisees as aforesaid. have thereof Execution &c.

James Parrott Clerk

Memorandum, Judgment in this cause was rendered the eighth day of June in the year Eighteen hundred and fourteen.

Joshua Duer use of Sarah Welburn and Esther Duer

against

Elijah Laws

Be it remembered that on the first Monday of June in the year eighteen hundred and twelve the Chief Justice and associate Justices of Worcester County Court, in pursuance of the Act of Assembly, in such case made and provided, transmit to the Court of Appeals here the record and proceedings of a plea which was lately depending before them, in the said County Court, between Joshua Duer, plaintiff and Elijah Laws, defendant and wherein the said County Court gave Judgment for the said Joshua Duer against the said Elijah Laws, and from which said Judgment the said Elijah Laws prayed an Appeal unto the Court of Appeals here the tenor of which said record and proceedings is in form following, towit. Worcester County Sct. At a County Court of the fourth Judicial District of the State of Maryland, began and held at Snow Hill town in and for the County aforesaid on the second Monday of November, towit, the eleventh day of the same month, in the year of our Lord one thousand eight hundred and eleven—

Present. The Honorable William Polk Esquire, Chief Judge

John Done }
James B. Robins } Esquires Associate Judges.

Levin Derickson, Esquire Sheriff. John C. Handy Clk

In the record of proceedings of the said Court amongst others were the following, towit

Joshua Duer
vs
Elijah Laws.

Be it Remembered that heretofore, towit, on the seventeenth day of August in the year of our Lord one thousand eight hundred and ten, Joshua Duer by William Whittington his Attorney, prosecutes and sued forth out of the County Court here, the writ of the State of Maryland of Capias ad respondendum against Elijah Laws, directed to the Sheriff of Worcester County, in form following, towit. Worcester County Sct. The State of Maryland. To the Sheriff of Worcester County, Greeting. You are hereby commanded to take Elijah Laws late of Worcester County planter, if he shall be found in your bailiwick and him safe keep, so that you have his body before the County Court of Worcester to be held at Snow Hill town on the second Monday of Nov.r next to answer unto Joshua Duer of a plea that he render unto him the sum of Two thousand pounds current money which to him he owes and unjustly detains &c. Hereof fail not at your peril and have you then and there this Writ. Witness the Honorable William Polk Esquire chief Judge of our said Court the 15th day of May anno domini 1810. Issued the 17th day of Aug.t Anno Domini 1810. WW.

John C. Handy Clk

At which said second Monday of November in the year of our Lord one thousand eight hundred and ten comes into the County Court here the said Joshua Duer by his attorney aforesaid and the Sheriff of Worcester County, to whom the said aforegoing Writ was in form aforesaid directed makes return thereof to the Court here, that he hath taken the body of the said Elijah Laws and him hath here ready to answer unto the said Joshua Duer in the plea aforesaid as by the said Writ he was commanded. And the said Elijah Laws being called appears in Court here by Ephraim K. Wilson his attorney, upon which at the request of the parties aforesaid by their attorneys aforesaid it is ordered by the Court here that the said parties have day is to them now here given until the second Monday of May next in the same State as at present having to the parties aforesaid their &c. At which said second Monday of May

in the year of our Lord one thousand eight hundred and eleven comes again into the County Court here as well the said Joshua Duer by his attorney aforesaid as the said Elijah Laws by his attorney aforesaid, and thereupon the said Elijah Laws by his attorney aforesaid, prays that the said Joshua Duer may declare against him the said Elijah Laws in the plea aforesaid whereupon it is ruled by the Court here that the said Joshua Duer declare against the said Elijah Laws in the plea aforesaid, and if the said Joshua Duer doth not declare against the said Elijah Laws in the plea aforesaid Judgment will be rendered against him by default. And the said Joshua Duer by his said attorney, prays leave of the Court here to imparle until the second Monday of November next to declare against the said Elijah Laws in the plea aforesaid, and he hath it, the same day is given to the said Elijah Laws &c. At which said second Monday of November in the year of our Lord one thousand eight hundred and eleven, until which day the said Joshua Duer had leave to imparle and then to declare against the said Elijah Laws in the plea aforesaid comes as well the said Joshua Duer as the said Elijah Laws by their attorneys aforesaid, and the said Joshua Duer by his said attorney declares against the said Elijah Laws in the plea aforesaid as follows, that is to say—

Worcester County towit. Elijah Laws late of Worcester County, planter, was summoned to answer unto Joshua Duer of a plea that he render unto him the sum of Two thousand pounds current money, which to him he owes and unjustly detains &c. And whereupon the same Joshua Duer by William Whittington his attorney says that the same Elijah Laws on the eleventh day of August in the year of our Lord one thousand eight hundred and ten at the County aforesaid by his certain writing obligatory which sealed with the seal of the same Elijah the same Joshua here into Court brings the date whereof is the same day and year aforesaid acknowledged himself to owe and be justly indebted unto the said Joshua in the aforesaid sum of Two thousand pounds current money to be paid to the said Joshua Duer whenever afterwards he should be thereunto required and to the payment whereof well and truly to be made and done the same Elijah bound himself firmly by the same writing obligatory. Nevertheless the same Elijah although thereto afterwards often required the said sum of money or any part thereof unto the same Joshua yet he hath not rendered or paid, but hitherto altogether hath refused and still doth refuse to the damage of the same Joshua two thousand pounds current money and he therefore brings this Suit &c.

Wm Whittington atty for Plff. Pledges &c. John Doe & Richard Roe

Over of the writing obligatory in the Declaration aforesaid mentioned ensues in these words to wit following, towit. Know all men by these presents that we John Laws, Elijah Laws senior and Curtis Henderson are held and firmly bound unto Joshua Duer Sheriff of Worcester County in the sole and just sum of two thousand pounds current money of Maryland, to be paid unto the said Joshua Duer his certain Attorney his heirs, executors, administrators or assigns to which payment well and truly to be made and done, we bind ourselves and each of us and each of our heirs executors and administrators jointly and severally firmly by these presents. Sealed with our seals and dated this eleventh day of August in the year one thousand eight hundred and eleven. Whereas the said Joshua Duer being Sheriff of Worcester County hath deputed, ordained, constituted and appointed the above bound John Laws, one of his deputy or under Sheriffs of the said County of Worcester, to serve in the said office of deputy or under Sheriff within Worcester County, and for two hundreds called Sequanga & Wicomico hundreds from the date hereof until he shall be duly and legally discharged by the said Joshua Duer, or until the expiration of the term for which the said Duer is elected and commissioned to serve as Sheriff of the County aforesaid upon the following terms that is to say, the said Duer is to give the said Laws, the sum of two hundred dollars for his services for his fully settling and closing of all his Sheriffs business & Collectors business in the two aforesaid hundreds called Sequanga and Wicomico for and during the term for which the said Duer is elected and commissioned agreeable to this bond and for the said Laws collecting and paying over unto the said Duer his order heirs or assigns all public dues County Levys and Officers fees that shall become due to the said Duer in the two