in default thereof, and the said Elijah Laws by his attorney aforesaid saith, that in the record and proceedings aforesaid, and also in the giving of Judgment aforesaid there is manifest error in this, towit. that by the record aforesaid it appears that the Judgment aforesaid in the plea aforesaid given was given for the said Joshua Duer against the said Elijah Laws when by the law of the land that Judgment ought to have been given for the said Elijah Laws against the said Joshua Duer, therefore in that there is manifest error and he prays that the Judgment aforesaid for that error and others being in the record and proceedings aforesaid may be reversed, annulled and held entirely as void, and that he the said Elijah Laws may be restored to all that he has lost by occasion of the said Judgment, and that the said Joshua Duer may rejoin to the errors aforesaid &c. And the said Joshua Duer by his attorney aforesaid says there is no error in the record proceedings aforesaid or in the pronunciation of the Judgment aforesaid, and prays likewise that the Court here may proceed to the examination as well of the record and proceedings aforesaid as of the matters aforesaid by the said Elijah Laws above for errors assigned and that the said Judgment may be in all things affirmed &c. Whereupon it is ruled by the Court here that the matters in controversy between the parties aforesaid, be Argued and fully discussed, as well on the part of the said Joshua Duer as of the said Elijah Laws, before the Judges of the Court here &c. And the said Joshua Duer by his attorney aforesaid, prays leave of the Court here to imparle until the last Monday of November next and he hath it, the same day is given to the said Elijah Laws then &c. At which day towit, the last Monday of November eighteen hundred and twelve, come again into the Court of Appeals here the parties aforesaid by their attorneys aforesaid, and the said Joshua Duer by his Attorney aforesaid files in Court here the following Letter as a assignment, towit. "Worcester County, July 27th 1812. Sir, I have enclosed a copy of an assignment from William Parker to me for a Judgment against Elijah Laws which Judgment was originally in my name and $2200. of the same marked for the use of William Parker some time in January last I wrote to you some time past relative to the subject and you then informed me by a letter that Mr. Parker did not appear on your Docket and in the record sent up to the Court of Appeals by our Clerk M. Handy, I shew your letter to Mr. Handy and he said that certainly was marked for Mr. Parker in the record to be transmitted to the Court of Appeals as above stated. you will please to reexamine your record and if so to strike out the mark for Mr. Parkers use agreeable to the inclosed assignment and order and file the said assignment &c with the other papers - if convenient I should like to know if you recieve my letter and how the business stands at present. I am your respectfully — Joshua Duer.

James Earle Esq. Clk Court of Appeals — Easton

Joshua Duer } November Term 1811. Judgment for $2000. to be released on payment
vs } of $250. with Interest from the 1st day of August 1810. title paid & Costs.
Elijah Laws } No. 45. Appeal prayed & granted Test John C. Handy Clk.

For value recieved from Joshua Duer I do hereby assign transfer and set over to him and his assigns all my right title and Interest in and to the within Judgt. & do request the Clk of Worcester County and the Clk of the Court of Appeals to strike out the entry heretofore made for my use — Wm. Parker (Seal) Snow Hill July 21st 1812. Witness Geo. Handy.

I hereby Certify that the above is a true Copy from the original assignment now on file in my Office. Given under my hand this 28th day of July anno Domini 1812. Jno. C. Handy Clk Wor. Co.

And the said Joshua Duer by his attorney aforesaid prays leave of the Court here further to imparle until the first Monday of June next and he hath it, the same day is given to the said Elijah Laws also. At which day towit, the first Monday of June Eighteen hundred and thirteen come again into the Court of Appeals here the parties aforesaid by their attorneys aforesaid thereupon for the process and upon the premises aforesaid, between the parties aforesaid by consent of the said parties and their attorneys aforesaid and by order of the Court

thereon is further continued until the last Monday of November next. At which day towit, the Last Monday of November eighteen hundred and thirteen come again into the Court of Appeals here the parties aforesaid by their Attorneys aforesaid, and the said Joshua Duer files in Court here the following letter, towit. "Sir The Judgment I have in the Court of Appeals against Elijah Laws, I request you to make it for the use of said Welburn and Other Duer, and please to send me down a bill of Cost of the same and also inform me of its being marked as above — Joshua Duer, August 16th 1813. Worcester County. Please to send it by next mail. excuse by Thursday as I am very unwell — J.D." Whereupon further Process of and upon the premises aforesaid between the parties aforesaid, by consent of the said parties and their attorneys aforesaid and by order of the Court here thereon is further continued until the first Monday of June next. And now here at this day towit, the first Monday of June, in the year Eighteen hundred and fourteen, come again into the Court of Appeals here as well the said Joshua Duer by Jonah Bayly, Esqr. his attorney, as the said Elijah Laws by his attorney aforesaid — Whereupon as well the record and proceedings aforesaid, and the Judgment given in form aforesaid, as the matters aforesaid by the said Elijah Laws above for errors assigned being seen and fully understood by the Court here and mature deliberation thereupon had for it appears to the Court here that there is no error either in the record and proceedings aforesaid or in the giving Judgment aforesaid, therefore it is considered by the Court here that the Judgment aforesaid given in form aforesaid be in all things affirmed and stand in full force and effect the said causes for error above assigned and alledged in any wise notwithstanding, and it is further considered by the Court here that the said Joshua Duer have execution against the said Elijah Laws as well for the debt, damages, costs and charges aforesaid as adjudged unto him in the said County Court of Worcester as also the sum of Eleven Dollars ninety three & one third cents adjudged unto the said Joshua Duer by the Court here for his damages costs and charges which he hath sustained by occasion of the delay of the execution of the Judgment aforesaid by pretence of the prosecution of the said Appeal by the said Elijah Laws of and upon the premises aforesaid prosecuted. James Sarrott Clk

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

John B. Davage against Joshua Duer — Be it Remembered that on the last Monday of November 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 of Worcester, between John Davage, Plaintiff, and Joshua Duer, Defendant, and wherein the said County Court gave Judgment for the said John Davage against the said Joshua Duer, and from which said Judgment the said Joshua Duer, prayed an Appeal unto the Court of Appeals here the Tenor of which said record & proceedings is in form following, towit.

Worcester County Sct. At a County Court of the fourth Judicial District of the State of Maryland begun and held at Snow Hill Town, in and for the County aforesaid the second Monday of May, towit, the eleventh day of the same month in the year of our Lord one thousand eight hundred and twelve — Present The Hont.e John Done & James B. Robins Esqrs. & others Justices Levin Pierrepoint Esquire Sheriff

John B. Davage against Joshua Duer — In the record of proceedings of the said Court amongst others were the following towit. Be it Remembered that heretofore, towit, on the thirteenth day of May in the year of our Lord one thousand eight hundred and eleven John B. Davage by William Whittington his Attorney prosecuted and sued forth out of the County Court here the Writ of the State of Maryland