Judgments.

of Capias ad respondendum against Joshua Dyer directed to the Sheriff of Worcester County in form following towit. Worcester County Ss. The State of Maryland. To the Sheriff of Worcester County, Greeting: You are hereby commanded to take Joshua Dyer 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 May, Inst. to answer unto John B. Davage in a plea of Trespass upon the case &c. Hereof fail not at your peril and have you then and there this Writ. Witness the Honorable William Pottr, Esquire, Chief Judge of our said Court the 12th day of Nov. 1810. Issued the 13th day of May 1811. Test. John C. Purnell Clk.

At which said second Monday of May in the year of our Lord one thousand eight hundred and eleven, and the return day of the said Writ comes into the County Court here the said John B. Davage by his Attorney aforesaid, and the Sheriff of Worcester County aforesaid, to whom the said Writ was in form aforesaid directed makes no return to the Court here of the said Writ, nor hath he done any thing therein, Nevertheless the said Joshua Dyer, voluntarily appears in Court here by Ephraim K. Wilson his Attorney upon which at the request of the parties aforesaid, by their Attorneys aforesaid, day is given them now here given until the second Monday of November next in the same State as at present saving to the parties aforesaid then and so forth—

At which said second Monday of November in the year of our Lord one thousand eight hundred and eleven, comes again into the County Court here as well the said John B. Davage, by his Attorney aforesaid as the said Joshua Dyer by his attorney aforesaid and thereupon the said Joshua Dyer by his said Attorney prays that the said John B. Davage may declare against him the said Joshua Dyer in the plea aforesaid, Whereupon it is ruled by the Court here that the said John B. Davage, declare against the said Joshua Dyer in the plea aforesaid, and if the said John B. Davage doth not declare against the said Joshua Dyer in the plea aforesaid Judgment will be rendered against him by default, and the said John B. Davage by his said attorney prays leave of the Court here to imparle until the second Monday of May next to declare against the said Joshua Dyer in the plea aforesaid and he hath it, the same day is given to the said Joshua Dyer then and so forth. At which said second Monday of May in the year of our Lord one thousand eight hundred and twelve, until which day the said John B. Davage had leave to imparle and then to declare against the said Joshua Dyer in the plea aforesaid comes as well the said John B. Davage as the said Joshua Dyer by their Attorneys aforesaid, and the said John B. Davage by his said attorney declares against the said Joshua Dyer in the plea aforesaid as follows that is to say. Worcester County towit. Joshua Dyer late of Worcester County planter was attached to answer unto John B. Davage in a plea of Trespass upon the case &c. And whereupon the said John B. Davage by William Whittington his Attorney complains that whereas the said Joshua Dyer on the first day of January in the year eighteen hundred and eleven at the County aforesaid was indebted unto the said John B. Davage in the sum of four hundred and sixty dollars current money for work and labour care and diligence of the said John as a Surgeon, at the special instance and request of the said Joshua in and about the healing and curing of the said Joshua of divers bruises, wounds, diseases, maladies under which the said Joshua had before that time laboured and languished and for divers medecines, medicinal potions and plasters & other necessary things before that time found & provided, administered, delivered and applied at the request of the said Joshua and also for divers, journeys and attendance before that time performed & made by the said John at his like request, and being so indebted he the said Joshua in consideration thereof afterwards that is to say, on the same day and year aforesaid

at the County aforesaid undertook, and then and there faithfully promised the said John to pay him the said sum of Four hundred and sixty Dollars current money when he should be thereunto afterwards required. Nevertheless the said Joshua, although often requested, hath not yet paid the said sum of money or any part thereof to the said John, but to pay the same or any part thereof to the said John the said Joshua hitherto wholly refused and still refuses to the damage of the said John one thousand Dollars and he therefore brings suit &c.

William Whittington for the Pltf. Pledges &c. John Doe & Richard Roe.

And the said Joshua Dyer by his Attorney aforesaid defends the force and injury when &c. saith, and saith that he cannot deny the said action of the said John B. Davage in as far as aforesaid against him brought, nor but that he the said Joshua Dyer did assume upon himself in manner and form as the said John B. Davage above thereof complains against him, and likewise saith that the said John B. Davage hath sustained damages by reason of the non performance of the promise & assumption aforesaid to the sum of one thousand Dollars current money as he the said John B. Davage above by declaring supposes whereupon the said John B. Davage by his said Attorney prays Judgment and those damages to acknowledged, together with his costs and charges by him about his suit in this behalf laid out and expended to him to be adjudged &c. &c. &c. Therefore it is considered by the Court here that the said John B. Davage recover against the said Joshua Dyer as well the said sum of One thousand Dollars current money above acknowledged for his damages which he hath sustained by reason of the non performance of the promise and assumption aforesaid as the sum of Five Dollars and eighty nine cents adjudged by the Court here unto the said John B. Davage for his costs and charges by him about this suit in this behalf laid out and expended and the said Joshua Dyer in mercy &c. and so forth.

Memorandum. Judgment was confessed in this action on the nineteenth day of May in the year of our Lord one thousand eight hundred and twelve for the damages laid in the declaration and costs of suit, and the Plaintiff agreed to release the said Damages upon the payment of the sum of Four hundred and sixty dollars with Interest thereon from the first day of January in the year of our Lord one thousand eight hundred and eleven until paid and the said costs of suit. Afterwards towit, on the fourth day of August, in the year of our Lord one thousand eight hundred and twelve being an adjournment of the same Court the said Joshua Dyer by his attorney aforesaid prays that he may appeal from the Judgment aforesaid of the Court here so as aforesaid rendered to the high Court of Appeals and to him the same is granted by the Court here whereupon the said Joshua Dyer exhibited to the Court here an appeal Bond entered into by himself and two sureties which by the Court here are approved of the tenor whereof ensueth in the following words, towit.

"Know all men by these presents that we Joshua Dyer, Peter Sturgis and Matthias Lindsay are held and firmly bound unto John B. Davage in the full and just sum of one thousand pounds current money of Maryland to be paid to the said John B. Davage his attorney Executors, Administrators or assigns, to the payment whereof well and truly to be made and done we bind ourselves our heirs Executors and administrators, jointly and severally firmly by these presents. Sealed with our Seals and dated this Fourth day of August in the year of our Lord eighteen hundred and twelve. Whereas at a County Court of the State of Maryland holden for Worcester County at Snow Hill in the said County before the Judges thereof at the May Term of the said Court in the year of our Lord eighteen hundred and twelve the said John B. Davage obtained a Judgment against the said Joshua Dyer as well for the sum of One thousand Dollars current money of Maryland damages and Costs of suit, damages to be released upon the payment of four hundred dollars with Interest from the first day of January eighteen hundred and eleven by which said Judgment the said Joshua Dyer deems himself aggrieved and therefrom hath appealed to the Court of Appeals of the State of Maryland to be holden for the Eastern Shore of the said