12 d. Benjamin Dugan 3 d. Jacob Bailey 1 d. Susan Selby 1 d. 3 d. James Roberts 1 s. 15 d. Arthur Houston 1 s. 2 d. 1/2 Arthur Lankford 19 d. 1/2 Somerset Handy 12 d. 1/2 Neal Smith 2 d. 1/2 Littleton Savage 5 d. 7/2 Steven Meir 10 d. 7 Jack Patterson 1 d. 10/2 Guy Holden 12 d. 7/2 David Rich 5 d. 7/2 Henry Parks 7 d. Benjamin Furrow 2 d. 10 d. 1/2 Isaac Armstrong 2 d. 7/2 Clem Bland 2 d. 1/2 Perry Gillett 2 d. 1/2 Jacob George 19 d. 10/2 Caleb Penn 1 d. 17 d. Abraham Williams 14 d. Solo Ford Isaac Layfield Mr. Hargis Levin Houston, Somerset Handy, David Taylor, William Green.

A List of the Creditors of William Cully — Higgins & McCollum, Interest not included $17.52. James Gilmer Ex. $9.07. Thomas & Philip Kelly $53.20. Thomas Orr $15.87. Thomas Furnis Ex. $500.00. John Johnson $126.00. Samuel Ennis 24.00. John Stevenson $11.33. $1076.92 1/2. Worcester County, to wit. Be it remembered that on this ninth day of May in the year of our Lord Eighteen hundred and nine personally appeared William Cully of Worcester County before me the Subscriber an associate Judge of the fourth Judicial District of the State of Maryland and makes Oath on the holy Evangelys of Almighty God that they the within Schedule contains an honest & full List and account of all his property real personal and proved the necessary wearing apparel and bedding of himself and family excepted which he is in any way entitled and that the List of his Creditors hereto annexed and marked A is true and correct as far as he can ascertain them. S B Robins.

Whereupon the said William Cully being in the custody of the Sheriff of the County aforesaid is brought into Court by order of the Court and takes the Oaths prescribed by an act of Assembly entitled an Act for the relief of sundry insolvent debtors passed at November Session 1805. and the Supplements thereto, It is thereupon ordered that the said William Cully give notice to his Creditors in one of the Newspapers printed at Easton, Baltimore & Philadelphia to appear before this County Court on the first Saturday of November Term next for the purpose of recommending a Trustee for their benefit and to answer interrogatories which his Creditors may propose to him and the said William Cully having given Bond agreeably to the Act of Assembly passed at November Session 1808. for his appearance on the first Saturday of November Term next, It is therefore ordered by the said Court that the said William Cully be discharged from the Custody of the Sheriff of the County aforesaid. At which said first Saturday of November Term being the eighteenth day of the same month in the year of our Lord Eighteen hundred and nine, the said William Cully appeared here in Court, and Thomas Furnis Jun. one of the Creditors of the said William Cully comes here into Court by William Whittington his Attorney and objects against the said William Cully being discharged under the Insolvent Laws of this State as prayed in his said petition for the following reasons — In the case of William Cully, petition to be discharged under the Insolvent Laws of this State Exhibited to Worcester County Court. Thomas Furnis Jun. one of the Creditors of William Cully an Insolvent petitioner comes here into Court and objects against the said William Cully being discharged under the Insolvent Laws of this State as prayed in his said petition for the following reasons 1st. The said Thomas Furnis alleges that the said William Cully hath directly or indirectly sold conveyed lessened a otherwise disposed of intrusted a concealed a part of his property or part of his debts, credits, rights or claims thereby to deceive or defraud his creditors or to secure the same or to receive or expect some profit or advantage thereby, also that he hath assigned or conveyed some of his property with an intent to give an undue or improper preference to some one Creditor or Creditors or security before the time of his application to the said Worcester County Court for the benefit of the Insolvent Laws of this State. And the said William Cully by Ephraim K. Wilson his Attorney denies the truth of the objections by Thomas Furnis objecting Creditor and of this he puts himself upon the Country and the said Thomas Furnis thereof in like manner which said Issue the said Court direction to be tried by a Jury in a Summary way without the form of an Action, to determine the truth of the same Whereupon for trying the issue aforesaid it is ordered by the Court here that twenty persons

according to the act of Assembly in such cases made & provided, Whereupon the twenty persons going to change by lot from the panel of petit Jurors be drawn by ballot, and written upon two Lists, one of which said Lists is delivered to the Counsel for the respective parties and the Counsel for each of the said parties having stricken out four persons from the said List thereupon the remaining twelve persons being called come to wit James Laws, James Dickerson, Robert Smith, Levin Duncan John Dashiell Joseph Miller, Nathan Gordy, Samuel Harper, Shepherd Johnson, Josiah Hubbard, Littleton Davis Jackson Turner, who being empannelled and sworn to say the truth in the premises upon their oaths do say, that the several facts are true as the said Thomas Furnis Jun. by his objections hath alleged, Therefore it is considered by the Court here that the said William Cully be remanded to the Custody of the Sheriff of the County aforesaid — and it is further considered by the said Court here, that the said Thomas Furnis recover against the said William Cully the sum of for his costs and charges by him about his Suit in this behalf laid out and expended —

Memorandum. Before the Jurors aforesaid withdrew from the bar of the Court here the said William Cully by his Attorney aforesaid, files in Court here the following Bill of Exception, to wit:

Thomas Furnis
v.
William Cully

The plaintiff in this cause to support the issue on his part offered Michael Murray a Witness to prove that in November 1809. the defendant was in confinement in Worcester County Jail for a debt due upon a Judgment in favour of a certain Thomas Donagan for about $180. in the County Court of the said County. That the said defendant called upon the Witness to be his security, and that the defendant upon the Witness agreeing to be his Security and actually becoming his security gave him a assigned to the Witness out of which to receive and pay himself an Article of Agreement between the Defendant and a certain Job Green of Richmond in Virginia, whereby said Green bound himself to pay to the Defendant $700. upon which there was a balance due of about $300. which the Witness considered himself as a Security for his debt, but nothing in that respect passed between the parties — Upon offering the Witness the defendant objected against him as interested and incompetent and upon swearing him upon the voir dire Witness declared generally that he was not interested in the issue of the suit but upon examination disclosed that if the money due upon the said Articles of said Green was not recovered he considered the said Cully as his debtor, and that after the transaction of his entering into security as aforesaid for the said Cully he had rendered other services for the said Cully for which he considered said Cully his debtor, That the said Michael Murray further saith that when he received the said Bond or Agreement on Green he considered that he had no right to look to Cully for the debt originally due to him from Cully untill he should prosecute his claim on said Green and could not recover the same, that he has brought a suit on said agreement against ~~said~~ Green but there has not as yet been any decision on the case. Also that it was afterwards agreed between said Murray and Cully that the said Murray should retain out of the said Bond or Agreement on Green to the full amount of said Murray claim against said Cully and for which he does not look to Cully only in case of failure of recovering the same from Green — The Defendant then by his Counsel did present in his objection that the said Witness was interested and incompetent to be examined in the trial of the issue in this cause, but the Court did overrule the said objection and did then there declare & pronounce that the said Witness was legal and competent and did order him to be sworn in chief to which opinion and order of the Court the defendant by his Counsel did beg leave to except and did pray the Court to sign this his Bill of Exception according to the Statute in such cases made and provided. Wm. Polk, (Seal) John Done (Seal) James B. Robins (Seal)

And thereupon the said William Cully by his Attorney aforesaid prays that he may appeal from the Judgment aforesaid of the Court here so as aforesaid rendered to the Court of Appeals of the State of Maryland to be holden for the Eastern Shore of the said State and to him the same is granted by the Court here. It is therefore ordered by the said Court here that the Record and Proceedings aforesaid with all things thereunto relating be transmitted to