Queen Anns County, to wit.— Peregrine Wilmer late of Queen Anns County, Gentleman, was attached to answer unto Edward Harris, in the just and full sum of nine thousand Dollars Current money, which he owes & unjustly detains &c. &c.— and whereupon the same Edward Harris by Walter S. Clayton his Attorney, says, that the same Peregrine, on the sixteenth day of July, in the year of our Lord eighteen hundred and ten, at the County aforesaid, by his certain writing obligatory, which sealed with the seal of the same Peregrine, the same Edward Harris here unto Court brings, the date whereof is the same day & year aforesaid, acknowledged himself to be held and firmly bound unto the said Edward Harris in the aforesaid sum of nine thousand Dollars Current money of the United States, to be paid to the said Edward Harris, when afterwards he should be thereto required, to the payment whereof well and truly to be made and done, the same Peregrine bound himself, his Heirs, Exors. and admrs. firmly by the same bill Obligatory. Nevertheless, the same Peregrine, although thereto afterwards often required, the said sum of money or any part thereof, unto the same Edward Harris, yet hath not rendered or paid, but hitherto altogether hath refused and still doth refuse to the damage of the same Edward Harris, eighteen thousand Dollars like money, and he thereupon brings this suit &c.— W. S. C. for Pltff.— Pledges &c. John Doe & Richard Roe. ——

Oyer of the Bond mentioned in the foregoing Declaration is as follows, to wit.— Know all men by these presents, that we Thomas Harris, Peregrine Wilmer and William Wilmer, all of Queen Anns County and State of Maryland, are held and firmly bound unto Edward Harris of the City of Baltimore & state afs. in the full and just sum of nine thousand Dollars Current money of Maryland, to be paid to the said Edward Harris, his certain Attorney, Exors. Admors. or assigns. to which payment well and truly to be made and done, we bind ourselves and each of us jointly and severally, our & each of our Heirs, Exors. and administrators firmly by these presents, sealed with our seals and dated this sixteenth day of July, in the year of our Lord Eighteen hundred and ten.— Whereas the said Edward Harris having loaned his notes to Henry Wilmer for the sum above specified, for the purpose of obtaining an accomodation at Bank, for the said Henry Wilmer's use, and for the purpose of securing and indemnifying the said Edward Harris from all and every challenge, claim or demand which may be brought or exhibited against him, for or on account of the said accomodation, the said Thomas Harris, Peregrine Wilmer and William Wilmer hath agreed to execute this Bond.— The Condition of the above Obligation is such, that if the said Thomas Harris, Peregrine Wilmer and William Wilmer do and shall at all times hereafter, save harmless and keep indemnified the said Edward Harris, his Heirs, Exors. administrators or assigns, from all and every challenge, claim or Demand, which may be brought, exhibited or prosecuted against him or them for, or on account of his having Loaned his notes to the said Wilmer for the sum specified within and from all costs Damages and expences he or they may sustain or be put to, by reason thereof, then the within obligation to be void, else to be and remain in full force and virtue in Law.— signed by— Thos. Harris (Seal) Peregrine Wilmer (Seal) Wm. Wilmer (Seal) signed, sealed & delivered in the presence of signed— Sa. Lenox Jun.— And the said Edward Harris by his Attorney aforesaid prays, that the said Peregrine Wilmer, to his Declaration aforesaid may answer.— Thereupon it is ruled by the Court here, that the said Peregrine Wilmer answer to the Declaration of the said Edward Harris, in the plea afs. or Judgment against him in default thereof will be rendered, and the said Peregrine, by his Attorney afs. as before defends the force & injury, when &c. &c. and prays leave of the Court here further to imparle until the first monday of May next, and then to answer to the Declaration of the said Edward Harris in the plea afs. and to him it is granted, the same day is given to the said Edward Harris also: At which said day, being the first monday in May in the year Eighteen hundred and thirteen, to which said day the said Peregrine Wilmer had leave further to imparle, & then to answer to the Declaration of the said Edward Harris in the plea aforesaid, comes again into the County Court here, as well the said Edward Harris by his Attorney afs. as the said Peregrine Wilmer by his Attorney afs. and the said Peregrine Wilmer, by his attorney aforesaid, as before defends the force and injury when &c. &c. and prays leave of the Court here, further to imparle until the third monday of October next, and then to answer to the Declaration aforesaid of the said Edward Harris in the plea afs. and to him it is granted, the same day is given to the said Edward Harris also: And now here, at this day, that is to say, the said third monday in October, in the year Eighteen hundred and thirteen, to which said day, the said Peregrine Wilmer, by his Attorney afs. had leave to imparle, and then to answer to the Declaration of the said Edward Harris in the plea afs. comes as well the said Edward Harris by his attorney afs. as the said Peregrine Wilmer by his Attorney afs. and

thereupon the said Edward Harris by his Attorney afs. prays that the said Peregrine Wilmer to his Declaration afs. may answer, whereupon it is ruled by the Court on motion of the said Edward Harris by his attorney, that the said Peregrine answer to the Declaration afs. of the said Edward Harris, or otherwise Judgment will be rendered against him by default— and because the said Peregrine Wilmer did not answer the Declaration afs. of the said Edward Harris nor had, in any way denied it the said Edd. Harris by his attorney afs. prayed Judgment of the said Court to be entered, by default for want of plea against the said Peregrine Wilmer for the Damages sustained by occasion of the premises aforesaid, and which the said Edward Harris ought to recover against the said Peregrine Wilmer, to be adjudged to the said Edward Harris &c. &c.— But because it was unknown to the said Court what Damages the said Edward Harris had sustained by occasion thereof; therefore on motion of the said Edward Harris by his attorney afs. it was ordered by the said Court, that a proceeding in the nature of a writ of inquiry, to charge the Jury attending the next Term be executed at bar, to enquire of the Damages & Costs sustained by the said Edward Harris in this action, in the pursuance of the directions of the act of Assembly in such case made & provided &c. &c.— And be it further remembered, that on the twenty sixth day of April, in the year Eighteen Eighteen hundred and fourteen, the said Edward Harris by Walter S. Clayton his attorney, prosecuted and sued forth out of the County Court here, of and upon the Judgment afs. in the said Court rendered, a writ of the State of Maryland of Capias ad satisfaciendum, to the Sheriff of the County afs. directed, in the words and of the tenor following, to wit.— Queen Anns County, to wit. The State of Maryland, To the Sheriff of Queen Anns County Greeting: Whereas at a County Court, begun and held at Centre Ville, in & for Queen Anns County, on the third ~~monday~~ day of October, in the year of our Lord one thousand eight hundred and thirteen, a certain Edward Harris, by Judgment of the same Court, recovered against a certain Peregrine Wilmer late of Queen Anns County, as well the sum of Nine thousand Dollars, Current money, a certain Debt, as the sum of five Dollars and ninety three Cents and one third of a Cent, like money for his Damages which he had sustained, as well by reason of the detention of that debt as also for his costs and Charges by him about his suit in that behalf laid out and expended— Whereof the said Peregrine Wilmer is convict, as of Record it manifestly appears— Therefore you are hereby commanded to take the said Peregrine Wilmer, if he shall be found in your Bailiwick, and that him so taken you safely keep, so that you have his body before the said County Court, to be held at Centre Ville, in & for the County afs. on the first monday of May next, to satisfy unto the said Edward Harris, as well the debt, damages, Costs, and Charges afs. as also the further sum of one Dollar and twenty Cents, Current money for the additional Costs and Charges by him already expended in the prosecution of this Writ.— Hereof fail not at your peril, and have there this Writ, Witness the Honorable Richard T. Earle, Esquire, Chief Judge of the County Courts in the second Judicial District, the 17th Day of of October, in the year of our Lord, one thousand Eight hundred and thirteen— Issued this 26th Day of April 1814— (W. S. C.) John Browne Clk.— At which said first monday in May next, to wit in the year of our Lord Eighteen hundred and fourteen, being the return day of the foregoing writ, comes into Court here, the said Edward Harris by his attorney afs. and the said Sheriff of the County aforesaid, to whom the said writ was, in form afs. directed, & makes return thereof to the Court here, thereon endorsed to wit.— Queen Anns County Sc. By virtue of this writ to me directed, I have taken the within named Peregrine Wilmer, whose body I have ready before the County Court here, within named, at the day and place within mentioned, as I am within Commanded— So answers— Rich. Moffit Shff.— And the said Peregrine Wilmer being called, appears, and it being demanded of him whether he be the same person taken in execution at the suit of the said Edward Harris, upon the writ aforesaid? confesses that he is, and that he hath not the money to satisfy unto the said Edward Harris, the Debt, Damages, Costs and charges afs. Whereupon on the prayer of the said Edward Harris by his attorney aforesaid, the said Peregrine Wilmer is by the Court now here committed to the Custody of the Sheriff of Queen Anns County aforesaid, in execution for the debt, Damages, Costs and charges afd. at the suit of the said Edward Harris, there to remain until &c. and the said Sheriff being here present takes charge of the said Peregrine Wilmer accordingly &c.— and the said Peregrine Wilmer, by William Carmichael his Attorney, comes and prays that the writ and return aforesaids, for the impropriety of issuing the same, may be quashed. Whereupon all and singular the allegations relating to the premises afs. as well of the said plaintiff as the said Defendant ~~Defendant~~ being by the Court here seen, heard, and fully understood, and mature deliberation thereupon had, it is therefore considered by the Court here, that the said Edward Harris Plaintiff in this cause, take nothing by his writ of Capias ad satisfaciendum aforesaid, but that the same be quashed, and that the same Peregrine Wilmer go thereof, without day & so forth— and thereupon the said Edward Harris, by his attorney aforesaid, prays