against the said Thomas Reed, 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 John Denn lessee as aforesaid, may be restored to all that he hath lost by occasion of the said judgment, and that the said Thomas Reed may rejoin to the errors aforesaid &c. And the said Thomas Reed by his attorney aforesaid says there is no error in the record and proceedings aforesaid, or in the rendition of the judgment aforesaid and prays likewise that the Court here may proceed to the examination as well of the record & proceedings aforesaid as of the matters &c. by the said John Denn, lessee as aforesaid above for errors assigned, and that the said judgment may be in all things affirmed &c. Whereupon it is ordered 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 John Denn lessee as aforesaid, as on the part and behalf of the said Thomas Reed before the Judges of the Court here &c. Thereupon 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 continued until the last Monday of November next. At which day, to wit, the last Monday of November eighteen hundred and sixteen, come again into the Court of Appeals here the parties aforesaid by their attorneys aforesaid, thereupon further process of and upon the premises aforesaid between the parties &c. by consent of the said parties and their attorneys aforesaid and by order of the Court here thereon is further continued until the last Monday of May next. After which day, to wit, the first Monday of June eighteen hundred and seventeen, being the day to which the Court of Appeals here, by virtue of an Act of the General Assembly in such case made & provided was changed continued and adjourned come again into the Court of Appeals here the parties aforesaid by their attorneys aforesaid, thereupon 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 last Monday of November next. At which day to wit, the last Monday of November eighteen hundred and seventeen, come again into the Court of Appeals here the parties aforesaid by their attorneys aforesaid; thereupon 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, to wit, the first Monday of June Eighteen hundred & seventeen come again into the Court of Appeals here the parties aforesaid by their attorneys aforesaid — whereupon as well the record & proceedings aforesaid, and the judgment given in form aforesaid, as the matters aforesaid, by the said John Denn, lessee as aforesaid 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 alleged in any wise notwithstanding, and it is further considered by the Court here that that the said Thomas Reed have execution against the said John Denn lessee as aforesaid, as well for the damages, costs and charges aforesaid, as adjudged unto him in the said County Court of Queen Ann's; as also the sum of One hundred and twenty eight dollars, forty six cents & two thirds of a cent, adjudged unto the said Thomas Reed by the Court here, for his damages costs & charges which he hath sustained by occasion of the delay of the execution of the judgment aforesaid, by the pretence of the prosecution of the said Appeal by him the said John Denn, lessee as aforesaid of and upon the premises aforesaid prosecuted. Test James Parrott Clk.

The Opinion of the Court in the ensuing case issues in the following words and figures to wit.

Court of Appeals June Term 1818. C.

Cornelia Sothern Lessee } Appeal from Queen Ann's County Court.
vs } Court's Opinion.
Thomas Reed — } The plaintiff in the Court below in his first made a clear title to the land in question. To resist the title of the plaintiff, the defendant produced and read in evidence to the Jury the record of two original judgments obtained in Queen Ann's County Court, one against the lessor of the plaintiff the principal, and the other against her surety — on those

judgments fieri facias issued and the one against the lessor of the plaintiff was laid on the land in question. Subsequent to the execution being laid the surety paid to the plaintiff who claimed the said judgments the full amount of the principal, interest & costs, and the judgment against the surety was entered satisfied. The fieri facias which had been laid on the land in question was returned to May Term 1802 (at which term the judgment against the surety was entered satisfied) stating that the property remained on hand for the want of buyers, when a Venditioni exponas issued under which the land was sold to the defendant — (no motion was made to quash the execution in the Court below. The question arising in this case is whether on the facts stated the plaintiff is entitled to recover? The payment made by the surety on the judgment against him, and the subsequent entering of satisfaction, cannot affect the responsibility of the principal debtor. The Court consider such a payment subsequent to the execution being laid as only operating at law and equity as an assignment of the judgment against the principal debtor, and that therefore it was strictly correct to carry on the execution for the use of the surety to its full completion. The present is not a new question; the same point was determined in the case of Norwood vs Norwood in the Western Shore Court of Appeals on full consideration at December Term 1807. The judgment of the Court below is therefore affirmed with Costs. Jno. Buchanan

Mr Johnson — Walter Dorsey.

Be it remembered that heretofore to wit, on the seventh day of March eighteen hundred and nineteen, the said Thomas Reed by Henry Harrison his attorney prosecuted suit forth out of the Court of Appeals here of and upon the judgment aforesaid in the said Court rendered a Writ of the State of Maryland of Capias ad Satisfaciendum, to the Sheriff of Harford County directed in the words and figures and of the tenor following to wit.

Maryland ss. The State of Maryland to the Sheriff of Harford County, Greeting: Whereas at a County Court begun and held at Centre Ville in and for Queen Ann's County on the last Monday of May in the year of our Lord Eighteen hundred and sixteen, a certain Thomas Reed by the judgment of the said Court recovered against a certain Cornelia Sothern late of Harford County the sum of thirty seven dollars and thirty cents for his costs & charges by him sustained about his defence of a certain action of Trespass and Ejectment, brought and prosecuted in the said Court by John Denn lessee of the said Cornelia Sothern against the said Thomas Reed, whereof the said Cornelia Sothern, in the name of the said John Denn her lessee is convicted as by the record & proceedings of the said County Court which was lately caused to be brought into the Court of Appeals held for the Eastern Shore of the said State at Easton in Talbot County for certain causes of error in the same to be corrected is manifest. And whereas also afterwards, to wit in the said Court of Appeals held for the Eastern Shore of the said State at Easton in Talbot County on the first Monday of June in the year of our Lord Eighteen hundred and eighteen, the said Thomas Reed did recover judgment against the said John Denn, lessee of the said Cornelia Sothern for one other sum of one hundred and twenty eight dollars forty six cents and two thirds of a cent, which unto the said Thomas Reed was by the said Court of Appeals adjudged for his costs and charges which he had sustained by reason of the delay of the execution of the judgment aforesaid by pretence of prosecuting an Appeal of and upon the said judgment by her the said Cornelia Sothern in the name of John Denn her lessee as aforesaid, before the said Court of Appeals whereon that judgment was by the said Court of Appeals in all things affirmed, as by the record & proceedings of the said Court of Appeals manifestly appears: therefore you are hereby commanded to take the said Cornelia Sothern if she shall be found in your bailiwick, and her safe keep, so that you have her body before the said Court of Appeals to be held at Easton in Talbot County on the first Monday of June next to satisfy unto the said Thomas Reed the several costs and charges aforesaid. Hereof fail not at your peril. Have you then and there this Writ. Witness the Honorable Jeremiah T. Chase Esquire Chief Judge of the said Court of Appeals the 20th day of November 1818. Issued the 16th day of March 1819.

James Parrott Clk.

Ret.

And now here at this day to wit, the first Monday of June Eighteen hundred and nineteen the return day of the foregoing Writ, comes into the Court of Appeals here the said Thomas Reed