which said William Dorsey of John being sworn on the Holy Evangels of Almighty God, deposeth, as follows, to wit.
That some time ago Joseph Miller had rented a place of Richard Lawrence the Defendant in the above Suit. On what terms this Deponent does not know. That Miller had four Servants of Lawrence 3 of which got free the Spring before the distress hereafter mentioned was made, but one staid until Harvest, that those that got free were never replaced, That at the day of Miller's Sale the day before the distress, he heard Miller tell Lawrence, that he was willing to give him his Share as he had done before, and Lawrence said he wished he might find him able, But Lawrence then claimed a money rent, That this Deponent was by the next day, the day of the distress which this Deponent remembers to have been on the 7th of November, and about the last of the same month a Negro Woman named Pegg, and her child then living in said Millers family, came to the House of this Deponent sent as she said by her master Miller, that the day that the Negro came to the House of this Deponent was the day of Sale under the aforesaid distress of Lawrence on Miller, that this Deponent was by at the said day of Lawrence's Sale, towards the latter end of it, and that there was very few people there not above 8 or ten, and that he saw nobody become Purchaser except Lawrence himself, That said Lawrence did then purchase a Colt for between two and three Shillings, and a Stack of Hay for a Dollar, which said Colt the said Lawrence afterwards gave to Hopkins Children and afterwards died in a Branch, That on the day of the said Sale the aforesaid Lawrence came to the House, of this Deponent and took away the aforesaid Negro Woman, and her Child that during the time that Miller was on the said Land there was no Barn on the premises, and the first year of the Lease Miller thrashed the grain at the Barn of Peter Kemp, being asked whether the Grey Horse mentioned in Mr Henry Woods deposition was at the Sale, answers that he did not see him. Being asked how long Negro had been in the possession of Miller before the distress, answers about nine or ten months, Being asked if he the said Deponent knew upon what Terms a certain Mr Hugh Hagan was acting with respect to the present business, answers, that said Hagan offered to sell said Peg to this Deponent; and further says that said Hagan told him he had purchased said Crowells right of his property Here being asked if Miller was a managing, industrious Man, answers No: Being asked if Crowell was at the Sale answers, that he was not.

William Dorsey Junr

Sworn before Jacob Young

Devall Crowell
vs
Richard Lawrence

The Deposition of Henry Wood taken on the 18th of January 1793 at Mr George Jacob Schleys Tavern in Frederick Town before Jacob Young Esquire.

The said Henry Wood being sworn on the Holy Evangels of Almighty God, deposeth, as follows, to wit. That some time ago how long this Deponent does not exactly recollect, but thinks it was about 5 or 6 years since, Richard Lawrence the Defendant in the above Suit based a Tract of Land lying in Frederick County unto a certain Joseph Miller for either five or seven years that this Deponent saw the Instrument of writing containing the contract of lease between the said Lawrence & Miller, which said lease was at that time in the possession of Peter Kemp, and this Deponent did then read over the said Instrument, that by the terms of said lease Miller was to pay Lawrence either a

a rent of £200 per annum or to give one half of the produce made on the said Land, But the election was given to Miller to pay which he thought proper, and that what was paid the first year should be paid by Miller for all the succeeding years whether that was a payment of money or produce, That Lawrence was to furnish Miller with four white Servants, what else this Deponent does not remember, and in case any of them got free they were to be replaced by Lawrence That this Deponent does not remember what was paid by Miller in the first year, But he recollects of seeing a receipt from Peter Kemp to Miller acknowledging the receipt of 40 Bushels of Wheat at his the said Kemps Mill for the use of Lawrence which said 40 Bushells was delivered for the year in which the distress hereafter mentioned was taken, That after the said Miller had been in the possession of the said Land under the said Lease about two years the said Lawrence made a distress on the Land on which the distress this Deponent acted as one of the Appraisers together with Peter Kemp, that at the time of the distress the said Miller offered to give one half of the produce, saying that he had delivered one half of the small grain, and was now ready to give him one half of the remainder, But Lawrence made answer that he would not receive it, That this Deponent at that time saw the said Lawrence's Account against Miller for the years rent which was two hundred pound, But had been reduced by Credits to about £160 which last sum was that for which Lawrence had distrained, and what he insisted on. That the Crop of the year for which the distress was taken was a very bad one, and this Deponent thinks that the 40 Bushels of Wheat delivered to Peter Kemps Mill for Lawrence was one half of the Wheat, this Deponent does not recollect that there was any Rye made that year, That the Servants furnished by Lawrence had got free the year the distress was made except one, and were not replaced, That Lawrence went on with the distress on Miller, and this Deponent and the other Appraiser Peter Kemp appraised every thing on the premises, that they could find about 10 or 12 barrells of Corn: Tobacco - appraised to about twenty Dollars, some Cattle, and Negro Woman named Peg, and her Infant Child, the whole to the amount of upwards of £100 or thereabouts, that the aforesaid Negro Woman and her Child were appraised to £65, and this Deponent still thinks that they were worth that sum That at the time they were distreined the Negro Woman was sick in Bed, having been delivered of her Child only one or two days, that the said Negro Woman had been the property of Devall Crowell, and this Deponent was by when he sold her to Miller, and drew the Obligation passed by Miller to Crowell for the purchase money, and that nine or ten months afterwards this Deponent saw the same Obligation in the hands of Miller, and cancelled, At the House of Peter Kemp Devall Crowell then being present, he told the said Miller to let the said Negro be sold at his Sale or get a place for her, because he was determined never to carry her home That at the time that this Deponent saw the aforesaid Obligation cancelled was before the said Lawrence made the aforesaid distress this Deponent thinks about ten days, That the said Miller had advertized a Sale and this Deponent was present at the day, that nothing of any Amount was sold, and Miller told Lawrence he had injured his Sale, and on the next day Lawrence made the distress, that a certain John Norris acted as Constable in the Distress, and put up a written Notice of Sale, which Notice this Deponent saw a day or two before the time mentioned in the