this Deponent and the said Lawrence then had in his possession the Agreement aforesaid and read it to this Deponent, and the contents of it was as is above stated, And further that the said Lawrence then acknowledged that what payments were made by Miller for the former years had not been in money but had been a share, but that as the Crop of that year was a very bad one, and Miller was bound to put in a good one the last year the whole that Miller had would not make him Lawrence whole, that the Crop for the year for which the distress was taken was a very bad one, owing as this Deponent thinks to want of proper Assistance, the two Servants having got free before the raising it, and never replaced, That a Negro Woman named Peg taken by the distress on Miller by Lawrence together with some Tobacco and other produce of the said Land, That this Deponent wished to become a purchaser of the Tobacco so distreined, but finding the Sale was to be before the five days after the distress and notice of Sale he declined it, That Lawrence did actually proceed in the Sale, and sell under the distress all the said Millers property by which means the said Miller was obliged to move off from the premises immediately, and further this Deponent saieth not.

Henry his mark Poole Senr

Sworn before Jacob Young.

Devall Crowell
vs
Richard Lawrence

The Deposition of Hugh Hagan taken in Frederick Town at George Jacob Schleys Tavern on the twentieth day of December 1792 who being sworn on the Holy Evangels of Almighty God, deposeth as follows; to wit, That John Norris the Constable who made the distress told him that he Norris did not think the Sale was lawful but that Richard Lawrence had ordered him to do so, That a demand of this Negro Woman Peg, and her Child was made of Richard Lawrence by this Deponent for the use of Devall Crowell on the 26th day of May 1791, and this Deponent saw the Obligation passed by Miller to Crowell in the hands of Miller some time after the distress was made by Lawrence, and further this Deponent saith not.

Hu Hagan

Sworn before Jacob Young

On the Back of the last aforesaid Copy of leave & letter of Notice was thus written

20th December 1792. Then appeared Hugh Hagan before Me one of the Justices of the peace for Frederick County, and made oath that on the 27th of November 1792 he served a letter of Notice of which the within is a true Copy on Joshua Dorsey Esquire the Counsel for Richard Lawrence to take the Depositions of the Witnesses therein named, at the time and place therein mentioned.

Sworn before Jacob Young.

January 16th 1793. Frederick Town

Then appeared Arthur Shaaff before me the Subscriber and made Oath that he was present when Hugh Hagan on the 27th or 28th of November 1792 delivered Mr. Joshua Dorsey a Copy of the within Notice which said Notice was compared with this present one by this Deponent and found an exact Copy.

Sworn before Jacob Young.

Annexed to the aforegoing Depositions, copies of the Leave aforesaid and Notice was the following Certificate and Seal.

Maryland, Frederick County, to wit. I hereby certify that Jacob Young Gentleman before whom the foregoing and annexed Depositions were made, and who hath thereunto subscribed his name was at the time thereof a Justice of the peace in and for the County aforesaid duly commissioned and sworn.

In Testimony whereof, I have hereunto subscribed my name and affixed the Publick Seal of Frederick County Court 21st December Seventeen hundred and ninety two

(The Seal of Frederick County Court.)

Wm Ritchie Clerk Frederick County Court.

The following Depositions were taken and filed in this Cause. The Deposition of Peter Snidel taken this 17th day of April 1793. This Deponent being sworn, saith, that some time in the first or second Week of May seventeen hundred and ninety one this Deponent was present at Richard Lawrence's House when a certain Hugh Hagan demanded of Richard Lawrence, for the use of Devall Crowell a certain Negro Woman named Peg, This Deponent being asked whether he knew that the said Hugh Hagan had any Authority from said Crowell to demand said Negro, answers that he does not when Hagan made said Demand he asked Lawrence whether he would deliver up said Negro, Lawrence answered he would take Counsel, if they recommended a delivery he would do it if he would stand trial, Hagan returned without the Negro, This Deponent being asked whether he had heard Hagan say that said Negro was his property, answers, that he had heard Hagan say that he had bought Crowells right, Said Hagan on his return from Lawrence told this Deponent that he had bought said Negro; Hagan when he demanded said Negro shewed no Authority or any writings of such Demand of said Negro, This Deponent being asked how much a Plantation which a certain Joseph Miller leased of said Lawrence now rents for, answers that he is a Tenant with another Tenant whose Joint rents as he understood at the time of contract was two hundred and seventy five Bushells of Wheat, and that the rent was reserved in wheat, and not money, This Deponent saith that Miller is gone away from the place he knows not where, This Deponent has heard that Crowell lives in Virginia, and has not been in the Neighbourhood of said Plantation lately as he has heard of.

Sworn in Open Court. Nich. Harwood Clk.

At the same time came Joseph Shuster and made Oath that the Contents of the other side of this paper is true, and comes within his own knowledge.

Sworn before Court. Nich Harwood Clk.

Afterwards, to wit, on the eighth day of May in the year one thousand seven hundred and ninety three the aforesaid Richard Lawrence produced the following Writ of Error.

Maryland Set. The State of Maryland, To the Worshipful the Chief Justice, and Associate Justices of Anne Arundel County Court, Greeting. Because in the Record and Process and also in the rendering of Judgment on a certain Action brought by Devall Crowell against Richard Lawrence for the Sum of seventy seven pounds ten Shillings Current money and Costs of Suit, At a County Court held before you on said Justices at Annapolis April Term seventeen hundred and ninety three Manifest Error as it is said has happened to the great Damage of the said Richd.

Lawrence