Wise and Lynn *v.* Columbian Turnpike Company. (*a*)

Appellate jurisdiction.

Upon a writ of error to the circuit court for the district of Columbia, this court has no jurisdiction, if the sum awarded be less than $100, although a greater sum may have been originally claimed.

The Columbian Turnpike Company obtained a rule upon the plaintiffs in error, Wise and Lynn, to show cause why this writ of error should not be dismissed for want of jurisdiction, the matter in dispute being less than $100, and the writ of error being to the circuit court for the district of Columbia.

March 14th, 1812. Upon the return of the rule, it appearing that the sum awarded was only $45, The Court (all the judges being present) decided, that they had no jurisdiction, although the sum claimed by Wise and Lynn, before the commissioners of the road, was more than $100.

Writ of error dismissed.

Caldwell *v.* Jackson. (*b*)

Costs in error.

Each party is liable to the clerk of this court for the fees due to him from such party, respectively.

A copy of the record is not a part of the taxable costs of suit, to be recovered by one party against the other; but the party who requests the copy, must pay the clerk for it.

Caldwell, the clerk of this Court, obtained a rule against Jackson, to show cause why an attachment should not issue for non-payment of his fees in the suit *of *Winchester* against *Jackson*, which had been dismissed, on the motion of Jackson, with costs, at a former term. [*277

Milnor now showed cause, and contended, that Jackson was not liable to the clerk for his fees, inasmuch as Jackson was the defendant in error, and the writ of error had been dismissed, with costs. The clerk must look to the plaintiff in error for all the costs. The bill, which had been rendered, included the expense of a copy of the record, which is not regularly taxable as costs, and therefore, the non-payment of that charge can be no ground for an attachment.

Duvall, J.—In Maryland, each party pays to the clerk his own fees; that is, the fees for those services which the clerk has performed for him; and the successful party recovers them from his antagonist. If either party requires a copy of the record, he must pay for it, as for any other service performed; but it is not a part of the costs which are to be taxed against the other party, as costs of suit.

March 13th, 1812. All the judges being present, Marshall, Ch. J., stated the opinion of the court to be, that each party was liable to the clerk for his fees for services performed for such party; and it is immaterial to the clerk, which party recovers judgment.

Rule absolute.

(*a*) March 9th, 1812. Present, all the judges.
(*b*) March 12th, 1812. Present, all the judges.