lent or advanced in the three sums stated, the sum of five hundred pounds to the defendant, and at the time of the said loan or advance it was by parol mutually agreed between them that Hogmire should receive and Chapline pay at the rate of nine per centum per annum interest on the said five hundred pounds, and that at the time of the said loan or advance it was agreed between said Hogmire and Chapline, that Chapline, should by way of assurance execute the deed aforesaid to Hogmire, under which he makes title, and did execute the same in pursuance of such agreement, that then the said deed is void, but the court were of opinion and so directed the Jury that if it appeared to them that the said deed from the said Joseph Chapline to the said Jonas Hogmire for the consideration of five hundred pounds was composed or made up of four hundred and thirty six pounds five shillings and four pence actually lent by Jonas Hogmire to Joseph Chapline, a bond due from Joseph Chapline to Jonas Hogmire for fifty five pounds ten shillings cancelled or extinguished and an account due from Joseph Chapline to Jonas Hogmire of eight pounds four shillings and eight pence for Surveyors work, that then the said deed was not usurious and void although it should appear to the Jury that a parol contract was made at the time (of executing the said deed) by the said Joseph Chapline to the said Jonas Hogmire to pay nine per cent interest on the said sum of five hundred pounds and the court also were of opinion and so directed the Jury that if it appeared to the Jury from the evidence that the said sum of four hundred and thirty six pounds five shillings and four pence was not actually lent, but a less sum so that the said Jonas Hogmire was to receive by virtue of the said deed and bond a sum of money for interest exceeding the rate of six per cent per annum on the consideration expressed in the said deed that then the same deed was usurious and void. To which opinion of the court the defendant by his counsel excepts and prays the Court to sign and seal this his bill of exception, which is accordingly done according to the form of the statute this seventeenth day of May in the year of our Lord one thousand eight hundred. —

Jeremiah Townley Chase (Seal)
J. Duvall —— (Seal)
John Done —— (Seal)

And thereupon the said Joseph Chapline by his attornies aforesaid prays an appeal from the Judgment aforesaid so as aforesaid rendered to the state of Maylands High court of appeals and the same is granted unto him on giving security according to act of assembly &c. Whereupon the said Joseph Chapline by his attornies aforesaid files in court here the following appeal Bond. viz. —

Know all Men by these presents, that we Joseph Chapline, Jeremiah Chapline and Nathaniel Washington are held and firmly bound unto Jonas Hogmire



of Washington county in the full and just sum of two thousand pounds current money to be paid to the said Jonas Hogmire his certain attorney executors administrators or assigns; To the which payment well and truly to be made and done, we bind ourselves, our heirs, executors and administrators jointly and severally firmly by these presents, sealed with our seals, and dated this nineteenth day of May anno domini one thousand eight hundred. Whereas Solomon Sensilh lessee of the said Jonas Hogmire obtained Judgment in the general Court for the western shore of the state of Maryland, at this present May term one thousand eight hundred against the said Joseph Chapline for possession of and in all that tract or parcel of plantable land called Mount Pleasant lying and being in Washington county and the costs of suit, from which said Judgment the said Joseph Chapline is about to appeal to the court of Appeals. — Now the Condition of the above obligation is such, that if the above bound Joseph Chapline shall not pursue the directions of the act of assembly entitled "An Act for regulating writs of error, and granting appeals from and to the Courts of common law within this province" at the next Court of appeals, and prosecute the same with effect, and also satisfy and pay unto the said Jonas Hogmire his executors, administrators or assigns, in case the said Judgment shall be affirmed; as well all and singular the damages and cost, adjudged by the General court aforesaid as also all costs and damages that shall be awarded by the court of appeals aforesaid; then this obligation to be and remain in full force and virtue, otherwise of no effect. —

Signed, Sealed and delivered in the presence of Philip B Key } Joseph Chapline (Seal) Jeremiah Chapline (Seal) Nath. Washington (Seal)

which being read and heard, and the Securities in the said bond being by the court here approved, — It is therefore ordered by the said court that the record and proceedings aforesaid with all things thereunto relating be transmitted to the said State of Maylands High court of appeals and the same are hereby transmitted to the same court accordingly. —

Test John Gwinn Clk.

The State of Maryland s.t

I hereby certify that the aforegoing transcript is truly taken from the record of proceedings of the General court of the western shore of the said state. —

(Seal) In Testimony whereof to this exemplification (the same being first duly stamped) I have hereunto set my hand and affixed the seal of the said General Court this nineteenth day of May in the year of our Lord one thousand eight hundred: and in the twenty fourth year of the Independence of the united states of America.

John Gwinn Clerk. General court. W. S. State of Md.