again into the General court here as well the aforesaid Frank Faireclaim lessee of the aforesaid Jonas Hogmire by his attorney aforesaid, as the said Joseph Chapline by his attornies aforesaid, Nevertheless the said Joseph Chapline by his attornies aforesaid relinquishing the ascrement above by him pretended says that he cannot deny the action aforesaid of the aforesaid Frank Faireclaim lessee of the aforesaid Jonas Hogmire so as aforesaid against him brought nor but that the aforesaid Frank Faireclaim lessee of the aforesaid Jonas Hogmire ought to recover his term aforesaid yet to come and unexpired of in and into all that tract or parcel of plantable land called Mount Pleasant lying and being in the county aforesaid with the appurtenances. —

Therefore it is considered by the court here, that the aforesaid Frank Faireclaim lessee of the aforesaid Jonas Hogmire recover against the said Joseph Chapline his term yet to come and unexpired of in and into all that tract or parcel of plantable land called Mount Pleasant lying and being in the county aforesaid with the appurtenances, and that he have thereof his possession against the said Joseph Chapline &c. And it is also considered that the aforesaid Frank Faireclaim lessee of the aforesaid Jonas Hogmire recover against the said Joseph Chapline the quantity of eight hundred and ninety three pounds of tobacco by the court here unto him on his assent adjudged for his costs and charges by him about his suit in this behalf laid out and expended, and the said Joseph Chapline in mercy and so forth. —

Memorandum. Judgment rendered in this cause on the nineteenth day of may in the year of our Lord one thousand eight hundred for possession and costs of suit. and it is agreed that this cause shall be subject to and have the benefit of the Judgment to be rendered in the Court of appeals on the exception taken and filed between the same parties in another ejectment in as full & manner as if the same exception had been taken and signed in this case. —

May 19th 1800. — P. B. Key for Defendant
John T. Mason for Plaintiff

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 Maryland's 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, to wit. —

Know all Men by these presents, that we Joseph Chapline and 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 and eight hundred. —

Whereas Frank Faireclaim 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 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 costs 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 vertue. 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 Maryland's High court of appeals, and the same are hereby transmitted to the same Court accordingly.

Test John Gwinn clk

The State of Maryland, S.

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;

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 —

(Seal)

John Gwinn clk. General Court, western shore State of Maryland