Marshall his action aforesaid against him ought not to have or maintain because he says, that he the said Enos D Ferguson before the impetration of the Original Writ in this cause paid to the said Richard Marshall the said sum of One hundred and nine pounds current money with legal Interest thereon according to the form and effect of the said Bill obligatory aforesaid, to wit, at Prince Georges County aforesaid and this he is ready to verify, wherefore he prays Judgment if the said Richard Marshall his action aforesaid against to have ought and so forth.

And the said Richard Marshall by his Attorney aforesaid, saith that he by any thing by the said Enos D Ferguson in pleading alledged from having his action aforesaid ought not to be precluded because he saith that the said Enos D Ferguson hath not paid to him the said Richard Marshall the aforesaid sum of One hundred and nine pounds current money with legal Interest on the same which the aforesaid Enos D Ferguson ought to have paid according to the form and effect of the said Bill obligatory as the aforesaid Enos D Ferguson above hath alledged and this he prays may be enquired of by the Country, and the aforesaid Enos D Ferguson in like manner and so forth; Therefore let a Jury thereupon appear before the Court here on the first Monday in September next by whom &c, and who neither &c, to recognize &c, because as well &c, the same day is given to the said parties then and there &c.

And now at this day, to wit, the said first Monday in September being the second day of the same month in the year one thousand eight hundred and five, aforesaid comes again into the County Court aforesaid here as well the said Richard Marshall by his Attorney aforesaid as the said Enos D Ferguson by Archibald Vantloow and Arthur Sharaff his Attornies; And the said Enos D Ferguson by his said Attornies relinquishing the averment aforesaid above by him pretended says that he cannot deny the action aforesaid of the said Richard Marshall so as aforesaid against him brought, nor but that he owes to the said Richard Marshall the sum of One hundred and nine pounds Current Money in manner and form aforesaid as the said Richard Marshall above against him declared; nor but that the aforesaid Richard Marshall hath sustained damage by reason of the detention of the debt aforesaid to the aforesaid sum of Three hundred pounds current Money in like manner and form as the aforesaid Richard Marshall within against him hath complained besides his costs and charges by him about his suit in this behalf laid out and expended and so forth; And whereupon the said Richard Marshall by his Attorney aforesaid prays Judgment for the debt aforesaid so as aforesaid confessed together with his damages so as aforesaid acknowledged as also for his costs and charges by him about his suit in this behalf laid out and expended to him to be adjudged and so forth.

Therefore it is considered by the Court here that the said Richard Marshall recover against the said Enos D Ferguson as well the sum of One hundred and nine pounds current money his debt aforesaid in form aforesaid confessed, as the sum of Three hundred pounds Current Money his Damages so as aforesaid acknowledged to be sustained by reason

of the detention of the said Debt as also the sum of twenty five Cents and quantity of Three hundred and ninety eight pounds of Tobacco by the Court here unto the said Richard Marshall on his absent adjudged for his costs and charges by him about his suit in this behalf laid out and expended, And the said Enos D Ferguson in Mercy, &c.

Memorandum, Judgment was rendered in this Cause on the sixth day of September in the year one thousand eight hundred and five, for One hundred and nine pounds Current Money Debt, and Three hundred pounds Current Money Damages and Cost, And the Plaintiff agreed to release the aforesaid Damages on payment of the Interest on the Debt aforesaid from the twenty eighth day of November in the year one thousand eight hundred and one till paid.

And thereupon the said Enos D Ferguson by his Attornies aforesaid prays that he may Appeal from the Judgment aforesaid of the Court here so as aforesaid rendered to the General Court and to him the same is granted by the Court here; whereupon the said Enos D Ferguson exhibiteth to the Court here an Appeal Bond entered into by himself and three Securities, which by the Court here are approved of the tenor whereof ensueth in the following words, to wit,

Know all Men by these presents that we Enos Duvall Ferguson, William Marlowe, Elisha Berry, and Josias Ferguson of Prince Georges County in the State of Maryland are held and firmly bound unto Richard Marshall of the County and State aforesaid in the full and just sum of One thousand pounds Current Money to be paid to the said Richard Marshall or to his certain Attorney his Executors Administrators or Assigns, To which payment to be well and truly made, we bind ourselves and every of us, our and every of our heirs Executors and Administrators jointly and severally firmly by these presents Sealed with our Seals and dated this Sixth day of September in the Year Eighteen hundred and five.

Whereas at a County Court begun and held at Upper Marlborough in and for Prince Georges County aforesaid on the first Monday of this present month the above named Richard Marshall by the Judgment of the said Court recovered against the above bound Enos Duvall Ferguson as well the sum of One hundred and nine pounds Current Money a certain Debt, and the sum of Three hundred pounds Current Money Damages as the sum of twenty five Cents and quantity of Three hundred and ninety eight pounds of Tobacco for his costs and charges by him about his suit in that behalf laid out and expended whereof the said Enos Duvall Ferguson is Convict, from which said Judgment so as aforesaid rendered the said Enos Duvall Ferguson hath prayed an Appeal to the next General Court to be held for the Western Shore. Now the Condition of the above obligation is such that if the above bound Enos Duvall Ferguson 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 General Court to be held for the Western Shore and prosecute the same Appeal with effect and also satisfy and pay unto the said Richard Marshall his Executors Administrators or Assigns in case the said Judgment shall be affirmed as well all and singular the Debt and Costs adjudged by the County Court aforesaid, as also all the Costs and