did endorse the said bill in blank and immediately delivered it back so endorsed to the said Brown in blank, who soon after sold it to G Simpson Cashier of the Bank of the United States for his Brown's own benefit, that at the time of said indorsements no communication had taken place between the Plaintiff and Defendant respecting said bill or indorsements or respecting any indorsement to be made by them or either of them for the said Aquilla Brown or for his use or benefit and that the Plaintiff received no consideration for his said Indorsement, except such as might arise in Law from the previous indorsement of the Defendant and from the making of said bill by the said Aquilla Brown and that the said bill was never delivered to the said Plaintiff or to the Defendant by the said Brown except for the purpose aforesaid. The Plaintiff also gave in evidence to the Jury that the said bill having been sold to the said Simpson as aforesaid was duly presented to the Drawee for acceptance and payment and not having been accepted nor paid was duly and regularly protested for non acceptance and non payment of which protest notice was duly and legally given by the said Simpson to the said Aquilla Brown the Defendant and the Plaintiff and payment of the said bill immediately demanded by the said Simpson from the said Aquilla Brown who failed to pay it Whereupon notice of said failure was duly given by the said Simpson to the plaintiff and Defendant and payment of the said bill was thereupon demanded of them by the said Simpson, and the Plaintiff further gave in evidence to the Jury that he and the Defendant being so called on for payment of the said bill did mutually agree that each of them should pay one half of the Sum due thereon but that the right of the Plaintiff to recover from the Defendant as prior endorser of the said bill the Sum so by the Plaintiff to be paid with interest should not in any manner be affected by the said agreement, and that the Plaintiff did in pursuance of said agreement on the second day of October in the year one thousand eight hundred and two pay to the said Simpson Cashier of the bank aforesaid the sum of fourteen thousand eight hundred and fifty seven dollars ninety eight cents being one half of what was then due on the said bill Whereupon the Defendant by his Counsel prayed the Court to direct the Jury that the Plaintiff if the Jury should believe the facts so offered in evidence by him is not entitled in Law to recover in this action the Sum so paid by him to the said Simpson Cashier of the Bank which opinion the Court refused to give and thereupon the Defendant by his Counsel prays leave to except and that the Court will sign and seal this his bill of Exceptions according to the form of the statute in such cases made and provided which is accordingly done this thirteenth day of May in the year one thousand eight hundred and seven.

Joseph H Nicholson (Seal)

At the time of entering up the aforesaid Judgment the Plaintiff and Defendant by their Counsel filed in Court here the following memorandum to wit -

Pascault } In this Case the plaintiff gives a stay of Executions until the first day of December
vs } 1808 provided the Defendant prosecutes an appeal or writ of Error to the ensuing
Stewart } Court of appeals of this State

M. Dorsey for Defts.
Philip B. Key for Pltff

And thereupon the said Archibald Stewart by his attorney aforesaid prays an appeal from the Judgment aforesaid so as aforesaid rendered to the next Court of Appeals to be held for the Western Shore and the same is granted unto him it is therefore ordered by the Court here that the record and proceedings aforesaid with all things thereunto relating be transmitted to the said Court of Appeals and the same are transmitted accordingly.

Test Wm Gibson Clk.

In Testimony that the aforegoing is a true Copy from the record of the proceedings of Baltimore County Court in the above mentioned Cause.

Seal of Balto County Court

I have hereunto subscribed my name and affixed the seal of the County aforesaid this twenty fifth day of May in the year of our Lord one thousand eight hundred and seven.

William Gibson Clk. Balto. Coty Ct.

And now comes into the Court of Appeals here as well the said Archibald Stewart by Walter Dorsey his attorney as the said Lewis Pascault by Samuel Chase Junior his attorney, and thereupon on motion of the said Lewis Pascault by his attorney aforesaid it is ruled by the Court here that the said Archibald Stewart assign the error in the record of proceedings of the Judgment aforesaid brought before the Court here for correcting the error supposed to be therein, or Judgment by the Court here will be entered against him in default thereof. And the said Archibald Stewart by his attorney aforesaid saith that in the record of proceedings aforesaid and also in the giving of Judgment aforesaid there is manifest error in this to wit that by the record aforesaid it appears that the Judgment aforesaid in the plea aforesaid given was given for the said Lewis Pascault against the said Archibald Stewart when by the law of the land that Judgment ought to have been given for the said Archibald Stewart against the said Lewis Pascault therefore in that there is manifest error and he prays that the Judgment aforesaid for that error and others appearing in the record of proceedings aforesaid may be reversed annulled and held entirely as void and that he the said Archibald Stewart may be restored to all which he has lost by occasion of the Judgment aforesaid and he also prays that the said Lewis Pascault may join to the errors aforesaid &c. Whereupon the said Lewis Pascault by his attorney aforesaid prays that a day may be given him to join in the errors by the said Archibald Stewart above assigned in the record of proceedings of the Judgment aforesaid until the third monday in December next and to him it is granted the same day is given to the said Archibald Stewart then &c.

At which said third monday in December being the twenty first day of the said month in the year of our Lord one thousand eight hundred and seven which said day was given to the said Lewis Pascault to join in the errors by the said Archibald Stewart above assigned in the record of proceedings of the Judgment aforesaid come again into the Court of appeals here the parties aforesaid by their attornies aforesaid and the said Lewis Pascault by his attorney aforesaid say there is no error in the record of proceedings aforesaid or in the rendition of the Judgment aforesaid and he prays that the Court here will proceed to the examination as

well