aforesaid of the said Mark Carroll so as aforesaid against him brought nor can he deny but that the said Mark Carroll hath sustained damages by occasion of the nonperformance of the promises and undertakings aforesaid to the sum of twelve hundred and fifty dollars current money in manner and form as the said Mark Carroll above against him hath complained and thereupon the said Mark Carroll by his attorney aforesaid prays judgment for his said damages so confessed together with his cost 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 Mark Carroll recover against the said Elias Brewer as well the said sum of twelve hundred and fifty dollars current money his damages aforesaid in form aforesaid confessed to be sustained by occasion of the nonperformance of the promises and undertakings aforesaid as the sum of ten dollars and forty two cents by the Court here unto the said Mark Carroll on his agreement adjudged for his cost and charges by him about his suit in this behalf laid out and expended and the said Elias Brewer in mercy and so forth.

Memorandum. Judgment was rendered in this cause on the twenty first day of September eighteen hundred and twenty one for the Damages laid in the declaration and cost of suit the said damages to be released on payment of six hundred and thirty six dollars with interest to be taxed thereon from the thirteenth day of June eighteen hundred and twenty and cost.

And afterwards towit on the twenty ninth day of November in the year of our Lord one thousand eight hundred and twenty one the said Elias Brewer by virtue and in pursuance of the act of assembly passed at November session eighteen hundred and seven entitled "a supplement to the act entitled an act for regulating writs of error and granting appeals from and to the Courts of common law within this province" did apply to and direct the clerk of Baltimore County to enter an appeal from the judgment aforesaid so as aforesaid rendered to the Court of appeals for the Western Shore of the State of Maryland and thereupon the said Elias Brewer filed in the office of the clerk of said Court a certain writing obligatory commonly called an appeal bond and which is in the words and of the tenor following towit:

Know all men by these presents that we Elias Brewer William Inloes and Michael Samart are held and firmly bound unto Mark Carroll in the just and full sum of two thousand dollars current money of Maryland to be paid to the said Mark Carroll his certain attorney executors administrators or assigns to the payment whereof well and truly to be made and done we bind ourselves our heirs executors and administrators jointly and severally firmly by these presents In witness we hereunto set our hands and seals this twenty ninth day of November in the year of our Lords one thousand eight hundred and twenty one. Whereas the said Mark Carroll did

obtain judgment against the said Elias Brewer in Baltimore county Court at September term in the year of our Lord one thousand eight hundred and twenty one for the sum of twelve hundred and fifty dollars damages and cost of suit. To be released on payment of $636 with int from 13 June 1820 and cost. from which judgment the said Elias Brewer hath prayed an appeal to the next Court of appeals to be held for the Western Shore of the State of Maryland. Now the condition of the above obligation is such that if the said Elias Brewer 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 ensuing Court of appeals which shall be held for the Western Shore of the State of Maryland and prosecute the same writ with effect and also satisfy and pay to the said Mark Carroll his executors administrators or assigns in case the said judgment shall be affirmed as well all and singular the debts damages and cost adjudged by the County Court aforesaid as also all cost and damages that shall be awarded by the Court of appeals aforesaid then the said bond to be and remain in full force and virtue otherwise of no effect.

Signed sealed and delivered in presence of Danl Rheinhart

Elias Brewer (Seal)
Wm Inloes (Seal)
Michael Samart (Seal)

Which said bond is then endorsed towit. State of Maryland Baltimore County sct. I certify that I am well acquainted with both William Inloes and Michael Samart and am fully satisfied that they are ample security for the amount of the within claim. Given under my hand this 29th Novr 1821 Thos Bailey Ins peace for Balt County.

Appeal bond approved Novr 29th 1821 Chas W Hanson

And thereupon in virtue of the said act of assembly and in pursuance of the application and direction aforesaid a record of the proceedings in the plea aforesaid with all things thereunto relating is transmitted to the said Court of appeals accordingly.

Test Wm Gibson clk

In Testimony that the foregoing transcript is truly and faithfully taken from the record of proceedings of Baltimore County Court.

(Seal) I have hereunto set my hand and affixed the seal of my office this twenty ninth day of November in the year of our Lord one thousand eight hundred and twenty one

Wm Gibson clk of Balt^o Coty Court.

And now come into the Court of Appeals here as well the said Elias Brewer in his proper person as the said Mark Carroll by Upton S Heath his attorney and thereupon on motion of the said Mark Carroll by his attorney aforesaid it is ruled by the Court here that the said Elias Brewer assign the error in the record of proceedings aforesaid or in the giving the judgment aforesaid so as aforesaid brought before the Court of appeals here for correcting the errors supposed to be therein or judgment by the Court of appeals here will be entered against him in default thereof and the said Elias Brewer in his proper person says that in the record of proceedings aforesaid and also in the giving of judgment aforesaid there is manifest error in this towit that by the record aforesaid it appears that the judgment aforesaid in the plea aforesaid given was given for the said Mark Carroll against the said Elias Brewer when by the law of the land that judgment ought to have been given for the said Elias Brewer against the said Mark Carroll