aforesaid against them brought, nor but that the said plaintiffs have sustained damage to the sum of twelve hundred dollars, current money, by occasion of the non performance of the promise and assumption aforesaid, in manner and form as the said plaintiffs above against them have declared; Therefore it is considered by the Court here, that the said plaintiffs recover against the said defendants as well the sum of twelve hundred dollars current money their damages aforesaid in form aforesaid confessed to be sustained by occasion of the non performance of the promise and assumption aforesaid, as also the sum of four dollars sixty three and one third cents, by the Court here adjudged for their costs and charges by them about their suit in this behalf laid out and expended; and the said defendant in mercy and safetty;

Memorandum Judgment rendered in this cause on this eighth day of April in the year of our Lord one thousand eight hundred and twenty nine for twelve hundred dollars current money damages and costs - Damages to be released on payment of five hundred, nine dollars, and fifty six cents current money, with interest thereon from the seventh day of January Eighteen hundred and twenty eight, till paid - The plaintiff agrees to stay execution until the eighth day of May Eighteen hundred and thirty - Test

Aquila Beale Clk

Afterwards to wit on the ninth day of June in the year of our Lord one thousand eight hundred and thirty, the said defendants by their attorney aforesaid enter an appeal from the judgment aforesaid, so as aforesaid against them rendered to the High Court of Appeals to be holden for the Western Shore, and at the time of so doing file in Court here a certain writing obligatory commonly called an appeal bond which being approved is contained in the words following to wit, "Know all men by these presents that we Thomas Bruce, Josias Young of Prince Georges County in the State of Maryland, are held and firmly bound unto John Hopkins & Mahlon Hopkins in the full and just sum of two thousand five hundred dollars current money, to be paid to the said John Hopkins and Mahlon Hopkins or to their certain attorney executors, administrators or assigns: to which payment well and truly to be 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 - day of June in the year of our Lord one thousand eight hundred and thirty - Whereas at a County Court begun and held in and for Prince Georges County at the April Term 1829, the above named John Hopkins and Mahlon Hopkins by judgment of the same Court recovered against the said Thomas Bruce and Josias Young as well the sum of five hundred, nine dollars and fifty six cents a certain debt, and twelve hundred dollars current money for their damages, which they had sustained by reason of the non performance of a certain promise and assumption by them before that time made, as also four dollars, sixty three and one third cents for the said John Hopkins

and Mahlon Hopkins costs and charges about their suit in this behalf laid out and expended, whereof the said Thomas Bruce and Josias Young are convicted as from which said judgment so as aforesaid rendered, the said Thomas Bruce and Josias Young have prayed an appeal to the next Court of Appeals. Now the Condition of the above obligation is such, that if the above bound Thomas Bruce and Josias Young shall not cause a transcript of the record and proceedings of the said judgment to be transmitted to the Court of Appeals to be holden for the Western Shore, within the time required by law, and prosecute the said appeal with effect, and also satisfy and pay unto the said John Hopkins and Mahlon Hopkins their executors, administrators or assigns in case the said judgment shall be affirmed, such sum or sums in singular the debt, damages and costs, adjudged by the County Court aforesaid, as also all costs and damages that shall be awarded by the said Court of Appeals, then this bond to be void and remain in full force and virtue, otherwise of no effect.

Signed, sealed & delivered in the presence of
Thos M Mudd

Thomas Bruce (Seal)
Josias Young (Seal)
Phil Chew (Seal)
Henry H Chew (Seal)

In pursuance whereof and of the act of Assembly in such cases made and provided, a transcript of the record and proceedings in the plea aforesaid, together with all things thereto relating, is hereby transmitted to the High Court of Appeals to be holden for the Western Shore of Maryland. &c

Test Aquila Beale Clk

Maryland, Prince Georges County set.

I hereby certify that the within and aforegoing is truly taken and copied from the records of the proceedings of Prince Georges County Court.

Seal's Place

In Testimony whereof I have hereunto subscribed my name and affixed the seal of Prince Georges County Court this twenty fourth day of June Anno Domini Eighteen hundred and thirty.

Aquila Beale, Clk of Prince Georges County Court

And now come into the Court of Appeals here, as well the said Thomas Bruce and Josias Young by John P Brooke their attorney, as the said John Hopkins and Mahlon Hopkins by Reverdy Johnson their attorney, and thereupon on motion of the said John Hopkins and Mahlon Hopkins by their attorney aforesaid, it is ordered by the Court here, that the said Thomas Bruce and Josias Young assign the errors 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 to be therein, a judgment by the Court of Appeals here will be entered against them in default thereof: And the said Thomas Bruce and Josias Young by their attorney aforesaid say, that in the record of proceedings aforesaid, and also in the given of judgment aforesaid there is manifest error in this, inasmuch, that by the record aforesaid it appears that the judgment aforesaid in the plea aforesaid given, was given for the said John Hopkins and