in the plea aforesaid in form following, to wit

Calvert County to wit, Isaac C Sewell and James Wilson late of Calvert County were attached answer unto Solomon G Albers in a plea of trespass on the case and so forth. And whereupon the said Solomon G Albers plaintiff in this action, by Vernon Dorsey his attorney complains for that whereas the said Isaac C Sewell and James Wilson, by the name and discription of Sewell and Wilson the defendants in this action on the 18th day of July in the year Eight een hundred and thirty one at Baltimore, to wit, at the County aforesaid made their certain promissory note in writing bearing date the day and year aforesaid, and thereby then and there promised to pay sixty days after the date thereof, to the said plaintiff, by the name and discription of S G Albers, the sum of six hundred & four dollars & forty cents for value received by the said defendants and then and there delivered the said note, to the said plaintiff, by reason of which premises, and by force of the statute in such case made and provided the said defendants then and there became liable to pay to the said plaintiff the sum of money in the said note specified, according to the tenor and effect of the said note, and being solivable, the said defendants in consideration thereof, afterwards, to wit, on the day and year aforesaid at the County aforesaid, undertook and faithfully promised the said plaintiff to pay him the sum of money in the said note specified, according to the tenor and effect of the said note; And whereas also the said defendants afterwards, to wit on the day and year last aforesaid, at the County aforesaid accounted with the said Plaintiff of and concerning divers other sums of money, before that time due, and owing from the said defendants to the said plaintiff, and then being in arrear and unpaid, and upon such accounting, the said defendants were then and there found to be in arrear and indebted to the said plaintiff in another large sum of money, to wit, in the further sum of one thousand Dollars, and being so found in arrear and indebted, the said defendants in consideration thereof afterwards to wit, on the day and year last aforesaid, at the County aforesaid, undertook and faithfully promised the said Plaintiff to pay him the last mentioned sum of money, when the said defendants should be thereto requested.

Nevertheless the said defendants not regarding their said promises and undertakings hath not yet paid the aforesaid several sums of money, or either of them, or any part of either of them to the said plaintiff, the said sum of twelve hundred Dollars (although so to do the said defendants was requested by the said plaintiff afterwards, to wit, on the day and year last aforesaid, and often afterwards, at the County aforesaid) but to pay the same the said Defendants, hath hitherto altogether refused, and do still refuse so to do to the damage of the said plaintiff in one thousand Dollars and thereupon he brings suit and so forth Vernon Dorsey Plaintiffs Attorney

The promissory note mentioned, is in the words following, to wit.

$604.40 Baltimore July 18th 1831.

Sixty days after date, we promise to pay to S G Albers or order Six hundred four Dollars and forty cents, value received with legal interest from above date.

Sewell & Wilson

Endorsed thereon as follows to wit

1831. Nov. 15th	By Cash	$130.
Dec. 9.	" Do	30
" "	" Draft F & Chew	25.53.

Whereupon the said Isaac C and James by their attorney defend the force and injury when and so forth and pray leave of the Court here to imparle until the second Monday in October next, and then to answer to the declaration aforesaid of the said Solomon G in the plea aforesaid, and to them it is given, the same day

is given to the said Solomon G also.

At which mentioned second Monday of October being the fourteenth day of the same month, in the year of our Lord one thousand eight hundred and thirty three until which day the said Isaac C and James, had leave to imparle and then to answer to the declaration aforesaid of the said Solomon G in the plea aforesaid, comes into court here the parties aforesaid by their attorneys aforesaid viz the said Isaac C and James by their said attorney aforesaid defend the force and injury when and so forth; and say that they cannot deny the action aforesaid, so as aforesaid against them brought, nor but that the aforesaid Solomon G hath sustained damage to the value of one thousand two hundred Dollars current money by occasion of the non performance of the promise & assumption aforesaid in manner and form as the said Solomon G above against them hath declared. whereupon the said Solomon G by his attorney aforesaid prays judgment & his damages so acknowledged together with his costs and charges by him about his suit in this behalf expended, to be adjudged to him and so forth. Therefore it is considered by the Court here, that the said Solomon G recover against the said Isaac C & James, as well the said sum of one thousand two hundred dollars current money for his damages in form aforesaid acknowledged as the sum of seven dollars ninety and two thirds cents adjudged by the Court here unto the said Solomon G for his costs and charges by him about his suit in this behalf expended, and the said Isaac C & James in mercy, and that the said Solomon G. have thereof his execution and so forth.

Memorandum. Judgment was rendered in this action on the fourteenth day of October in the year of our Lord eighteen hundred and thirty three for damages laid in the declaration and costs of suit; the said damages to be released upon the payment of the sum of $604.40 current money with interest thereon from the 18th day of July in the year 1831 until paid & costs of suit The plaintiff also agreed that all payments should be allowed

Paid 18th Nov. 1831.		$130
9. Dec.		55.33

Test. Wm Hance Clk.

Afterwards, to wit, on the fourteenth day of April in the year of our Lord Eighteen hundred and thirty four, the said Isaac C and James by virtue and in pursuance of the provisions of the act of Assembly in such case made and provided, apply to, and direct the clerk of Calvert County court to enter an appeal from the judgment aforesaid, so as aforesaid rendered to the Court of Appeals, to be held for the Western Shore of the State of Maryland, which is accordingly done. Whereupon the said Isaac C & James file in the Office of the Clerk of the said Court, a certain writing obligatory, commonly called an appeal bond which is in the words and of the tenor following, to wit.

Maryland Sc. Know all men by these presents that we Isaac C Sewell and James F Wilson, Joseph W Sewell & Alexander Barker all of Calvert County in the State of Maryland are held and firmly bound unto Solomon G Albers of Baltimore City in the State aforesaid, in the full and just sum of two Thousand four hundred dollars current money to be paid unto the said Solomon G Albers his certain attorney, heirs, executors, administrators or assigns, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our heirs executors and administrators jointly and severally, firmly by these presents, sealed with our seals and dated this 12th day of April in the year of our Lord Eighteen hundred and thirty four.

Whereas the said Solomon G Albers recovered Judgment against the said Isaac C Sewell and James F Wilson, in Calvert County