aforesaid directed makes return thereof to the Court here thereon endorsed, totwit, Capi Corpora
Wm Thomas Shff. And the said Richard and David Robinson being called appears in
Court here by William Hayward Junr Esquire their Attorney, and thereupon on Motion of
the said Charles Warfield by his Attorney aforesaid, it is ruled by the Court here that the said
Richard & David Robinson give special bail in the plea aforesaid whereupon a certain Rigby
Hopkins of the County aforesaid comes here into Court in his own proper person and becomes
pledge and bail for the said Richard and David Robinson, that if it shall happen that the said
Richard and David Robinson shall be convicted at the suit of the said Charles Warfield, in
the plea aforesaid, then the said Rigby Hopkins consents that all such damages, costs &
charges, as shall be adjudged unto the said Charles Warfield in this behalf, shall be made
of his body lands and chattels and levied to the use of the said Charles Warfield, if it shall
happen, that the said Richard and David Robinson shall not pay the said damages costs and
charges or render themselves to the prison and custody of the Sheriff of the County aforesaid on
that occasion. And thereupon the said Charles Warfield by his Attorney aforesaid prays that he
may have leave to imparle unto the next Court, and he hath it, the same day is given to the
said Richard and David Robinson then &c At which said next Court, totwit, the second
Monday of November in the year Eighteen hundred and eighteen comes here into Court
the parties aforesaid by their Attornies aforesaid, and the said Charles Warfield by his said
Attorney declares against the said Richard and David Robinson in the plea aforesaid
as follows, totwit, Richard Robinson late of Talbot County Yeoman and David Robinson
late of Talbot County Yeoman were attached to answer unto Charles Warfield in a plea
of trespass on the case &c to wit. And whereupon the same Charles Warfield by Thomas James
Bullitt Complains that whereas the same Richard & David Robinson after the first day
of May in the year of Our Lord seventeen hundred & five, totwit, on the second day of October
in the year of Our Lord Eighteen hundred and sixteen at Baltimore totwit, at the County
aforesaid made their certain Note in writing commonly called a promissory note, bearing
date the same day and year last aforesaid and the same Note to the same Warfield did
then and there deliver, by which said Note the same Richard & David Robinson promised
to pay to the same Warfield or his Order, for Value of him received, the sum of Three hun-
dred & sixty one Dollars & forty seven cents Current Money of Maryland, six Months
after the date of the said Note payable in current Bank paper of the City of Baltimore
by reason whereof and also by force of the Statute in such case made and provided, the said
Richard and David Robinson became chargeable to pay to the same Warfield the said
sum of Money, according to the tenor of the said Note; and being so chargeable the same
Richard and David Robinson in consideration thereof afterwards totwit, on the same day
and year last aforesaid at the County aforesaid upon themselves assumed and unto the same
Warfield then and there faithfully promised to pay to the same Warfield the sum of
Money aforesaid according to the tenor and effect of the said Note; Nevertheless the same
Richard and David Robinson their promise and Assumption aforesaid, in form aforesaid
Made not regarding, but minding and fraudulently intending the same Warfield
in this behalf carefully and subtilly to deceive and defraud, the said sum of Money, or any
part thereof unto the same Warfield yet have not paid nor hath either of them paid
although so to do the same Richard and David Robinson by the same Warfield on the fifth
day of April in the year of Our Lord Eighteen hundred & seventeen and often since that
time at the County aforesaid were required, but the same sum of money, or any part thereof
to pay to the same Warfield the same Richard & David Robinson & each of them hitherto
altogether have refused, and still do refuse to the damage of the same Warfield One
thousand Dollars Current Money of Maryland and therefore he brings his Suit &c
Thomas J Bullitt for Plff Pledges &c John Doe and Richard Roe

NB The Pl also ackts on 2nd acct for $361.47 had and received by deft to his use, also on an
2nd acct for $361.47 sold by him to the deft also on an 3rd acct for $361.47 for goods sold by
him to the deft T.J.B.

The promissory Note mentioned in the foregoing declaration is as follows totwit. —
Baltimore October 2d 1816. Dolls. 361 47/100 Six Months after date we promise to pay

Charles Warfield or Order Three hundred sixty one and forty seven cents for Value rec'd pay-
able in Current Bank paper of the City of Baltimore R & D. Robinson

NB. Note wrote by and signed in the presence of Charles A Warfield after the word dollars was omitted

Whereupon the said Richard and David Robinson at the prayer of the said Charles Warfield by his
Attorney aforesaid was ruled to file their plea to the Declaration aforesaid by the day assigned, accord-
ing to the rules of the said Court, and thereupon day was given, as well to the said Richard and
David Robinson as to the said Charles Warfield unto the next Court then &c. At which said
next Court totwit on the third Monday of May in the year Eighteen hundred and Nineteen
come again into Court here the parties aforesaid by their Attornies aforesaid, and the said Richard
and David Robinson by their said Attorney defend as the force and injury when &c and saith
that they cannot deny the action aforesaid of the said Charles Warfield so as aforesaid against
them brought, nor but that the aforesaid Charles Warfield hath sustained damage to the sum of
Eight hundred Dollars Current Money by occasion of the Non-performance of the promise and
assumption aforesaid, in manner and form as the said Charles Warfield above against them
hath declared: therefore it is considered by the Court here that the aforesaid Charles Warfield
recover against the said Richard and David Robinson as well the sum of Eight hundred dol-
lars Current Money, his damages aforesaid in form aforesaid confessed to be sustained, by
occasion of the Non-performance of the promise & assumption aforesaid, as also the sum of
seven Dollars and eighty cents by the Court here unto the said Charles Warfield on his afore
adjudged for his costs and charges by him about his suit in this behalf laid out and expended, &
the said Defendants in Mercy &c.

Memorandum. Judgment was rendered in this action on the nineteenth day of May
in the year Eighteen hundred and Nineteen for Eight hundred Dollars, damages & costs to be
released on the payment of Three hundred sixty one dollars and forty seven cents with Interest
thereon from the second day of October in the year Eighteen hundred and seventeen till paid
and costs. Test J Lockerman Clk.

And thereupon the said Richard and David Robinson by their Attorney aforesaid prays that
they may appeal from the Judgment aforesaid rendered to the Court of Appeals, and to
them the same is granted by the Court here, whereupon the said Richard & David Robin-
son exhibiteth to the Court here an Appeal Bond entered into by themselves and two
sureties, which by the Court here are approved of, the tenor whereof ensueth in the following words
totwit, Know all men by these presents that we Richard Robinson Rigby Hopkins and
Henry Spencer all of Talbot County & State of Maryland are held and firmly bound unto
Charles Warfield in the full and just sum of Two thousand Dollars current Money of Mary-
land to be paid to the said Charles Warfield his Attorney Executors, Administrators or assigns
to the payment whereof well and truly to be made and done we bind ourselves, our heirs, exec-
utors and Administrators jointly and severally, firmly by these presents sealed with our
seals and dated this first day of June in the year of Our Lord Eighteen hundred and nineteen.
Whereas at a County Court of the State of Maryland holden for Talbot County at Easton in the
said County before the Judges thereof at the May term of the said Court in the year of Our Lord
eighteen hundred and Nineteen the said Charles Warfield obtained a Judgment against the
said Richard Robinson and a certain David Robinson as well for the sum of Eight hundred
dollars Current Money of Maryland damages as for the sum of Seven dollars & eighty cents
costs of suit, by which said Judgment the said Richard Robinson & David Robinson deem themselves
aggrieved and therefrom have appealed to the Court of Appeals of the State of Maryland, to be
holden for the Eastern Shore of the said State. The Condition therefore of the foregoing obli-
gation is such that if the said Richard Robinson and David Robinson Appellants shall not
pursue the directions of an 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
Court ensuing before whom the Appeal aforesaid, ought to be tried and prosecute the same
Appeal with effect and also satisfy and pay unto the said Charles Warfield, his executors
administrators or assigns in case the said Judgment shall be affirmed as well all & singu-
lar the damages and costs adjudged by the Court before whom the Action aforesaid was
first brought and from whose judgment the Appeal aforesaid was made, as also all the
costs and damages that shall be awarded by the Court before whom the Appeal afore-