this fourteenth day of April in the year of Our Lord Eighteen hundred and eighteen, the Plaintiffs by Tobias Rudulph Esq. their Attorney sued out of Cecil County Court here the State of Maryland's writ of Capias ad respondendum, the tenor whereof follows in these words & figures to wit, – Cecil County sc. The State of Maryland to the Sheriff of Cecil County Greeting, You are hereby commanded to take George Davidson late of Cecil County Yeoman if he shall be found in your Bailiwick and him safe keep so that you have his body before the Judges of Cecil County Court, to be held at the Court House in Elkton on the first Monday of September Inst. to answer unto the President & Directors of the Elkton Bank of Maryland Indorsees of James Thomas in a plea of trespass on the Case &c. Thereof fail not at your peril and have you then and there this writ. Witness Richard T. Earle Esq. Chief Judge of Our said Court the 11th day of September 1818. Issued the 16th day of September 1818

James Sewall Clk. –

T. Rudulph

And the said President & Directors by their Attorney aforesaid declares against the said George Davidson in the plea aforesaid as follows To wit, Cecil County sc. George Davidson late of Cecil County was attached to answer unto the President & Directors of the Elkton Bank of Maryland in a plea of a trespass on the Case &c. And whereupon the said President & Directors by T. Rudulph their Attorney complain that whereas the said George on the 8th day of March in the year of Our Lord Eighteen hundred & seventeen to wit, at the County aforesaid made and signed a certain Note in writing commonly called a promissory note his own proper hand being thereto subscribed bearing date the same day and year aforesaid and then and there delivered the said Note to Philip Thomas, and there by promised to pay to the Order of the said Philip Sixty days after the date thereof Thirty four hundred Dollars Negotiable and payable at the Elkton Bank of Maryland for Value received by the said George and the said Philip to whom or to whose order the payment of the said sum of Money mentioned in the said Note was to be made, afterwards and before the payment of the said sum of Money mentioned in the said Note or any part thereof and also before the time appointed by the said Note for the payment thereof to wit, on the same day and year aforesaid at the County aforesaid indorsed the said Note his own proper hand writing being thereunto subscribed, and by that indorsement the said Philip appointed the contents of the said Note to be paid to James Thomas and then and there delivered the said Note so indorsed to the said James, and the said James to whom or to whose order the payment of the said sum of Money mentioned in the said Note was to be made, afterwards and before the payment of the said sum of Money mentioned in the said Note or any part thereof and also before the time appointed by the said Note for the payment thereof to wit on the same day and year aforesaid, at the County aforesaid endorsed the said Note his own proper hand writing being thereunto subscribed and by that indorsement the said James appointed the contents of the said Note to be paid to the President and Directors aforesaid, and then and there delivered the said Note so endorsed to the said President & Directors, of all which said indorsements the said George had Notice. And the said President & Directors aver, that after the expiration of the said Sixty days in the said Note mentioned to wit, on the tenth day of June in the year afs. at the County aforesaid they presented the said Note so endorsed to the said George and requested payment of the same, but that he refused to pay the same and still do the refuse of all which premises the said George afterwards to wit on the same day and year aforesaid at the County aforesaid had notice, by reason of which premises and by force of the Statute in such Case made and provided the said George Davidson then and there became liable to pay to the said President & Directors the said sum of Money in the said Note specified, according to the tenor and effect of the said Note and the said several indorsements so made thereon as aforesaid. And being so liable the said George in Consideration thereof afterwards to wit, on the same day & year aforesaid at the County aforesaid undertook, and faithfully promised the said President & Directors to pay them the said sum of Money in the said Note specified according to the tenor and effect of the said Note, and of the said several endorsements so made thereon as aforesaid. And whereas the said George Davidson afterwards to wit

on the same day and year aforesaid at the County aforesaid was indebted to the said President and Directors in another large sum of Money to wit, the sum of other thirty four hundred Dollars Current Money for Money by the said George before that time had and received of the said President and Directors, and being so indebted he the said George in Consideration thereof afterwards to wit, on the same day and year aforesaid at the County aforesaid undertook and faithfully promised the said President & Directors to pay them the said last mentioned sum of Money when he the said George should be thereto afterwards required. Nevertheless the said George Davidson hath not yet paid the aforesaid several sums of Money, or any part thereof to the President & Directors (although so to do, the said George was requested by the said President & Directors afterwards to wit, on the same day and year aforesaid and often afterwards to wit, at the County aforesaid, but to pay the same the said George hath hitherto altogether refused and doth still refuse so to do to the damage of the said President & Directors Seven thousand Dollars of like Current Money therefore they bring suit &c.

John Doe &
Rich. Roe

T. Rudulph Attorney for the Plaintiffs. Pledges for prosecution

Oyer of note is as follows To wit, Doll. 3400. March 5th 1817.

Sixty days after date I promise to pay to the Order of Philip Thomas Thirty four hundred Dollars for Value received Negotiable & payable at the Elkton Bank of Maryland. Geo. Davidson

On the back whereof was thus endorsed to wit, Philip Thomas, James Thomas. P. Thomas his alley

Oyer of Protest is as follows To wit, United States of America, State of Maryland to wit,

On this eighth day of May in the year of Our Lord Eighteen hundred and seventeen, at the request of the President & Directors and Directors of the Elkton Bank of Maryland bearer of the Original promissory Note whereof a true Copy is on the other side written, I Nicholas L. Dawson Notary Public, by letters patent under the Great Seal of the State of Maryland Commissioned and duly qualified residing in the Town of Elkton in the State aforesaid went with the said Original note to the Elkton Bank of Maryland where the same was made payable, and there exhibited the same unto Philip Harding and demanded of him payment of its Contents, the time limited for payment thereof having duly expired, whereupon he answered that there was no funds placed in their hands to meet the payment of said note. Wherefore I the said Notary, at the request aforesaid have protested, and by these presents do solemnly protest as well against the Drawer and the Endorsers of the said Promissory note, as all others whom it may concern for exchange, re-exchange, and all Costs charges, damages and interests, suffered and to be suffered for want of payment thereof. This done and protested at the Town of Elkton aforesaid. In Testimony whereof I have hereunto set my hand and Affixed My Notarial Seal the day & year afs. N L Dawson Noty Pub.

Seals place.

And the said George Davidson Comes voluntarily here into Court in his proper person and saith that he cannot deny the Action aforesaid of the said President & Directors of the Elkton Bank of Maryland Indorsees as aforesaid, so as aforesaid against him brought, nor but that the said President & Directors hath sustained damages to the Value of Seven thousand Dollars Current Money by reason of the Non-performance of his promise and Assumption in manner & form as the said President & Directors above ~~against him have~~ declared.

Therefore it is considered by the Court here that the said President and Directors of the Elkton Bank of Maryland Indorsees of James Thomas recover against the said George Davidson as well the said sum of Seven thousand Dollars current Money their damages aforesaid so as aforesaid confessed, as also the sum of Five Dollars and thirty one cents and two thirds of cent for their Costs and charges by them about their suit in this behalf said out and expended adjudged into the said President & Directors by the Court here with his Assent, and the said George Davidson in Mercy &c. And now here to wit the first Monday of September being the seventh day of the same Month in the Year of Our Lord Eighteen hundred & Eighteen the said George Davidson prays that he may appeal from the judgment aforesaid of the Court here so as aforesaid rendered to the High Court of Appeals and to him the same is granted by the Court here whereupon the said George Davidson exhibited to the Court here an appeal bond entered into by himself and two Securities, which by the Court here are approved of The Tenor whereof sets with in the following words to wit, Know all men by these presents that we George Davidson Philip Thomas and Sarah Ann Thomas of Cecil County and