thousand seven hundred and eleven dollars and fifty four cents current Money as aforesaid, with legal interest thereon, on or before the first day of the first Month next ensuing, then the above obligation to be void; otherwise to remain in full force and virtue in law. David Nice (Seal)

Signed Sealed and delivered in the presence of Wm. & Wm. Moore. Isaac Atkinson (Seal)

Note it is understood that Isaac Atkinson is security for the payment of the above bond Robt. Moore

2d Mo 7th 1816 By Cash	$270.00	11th Mo 9th 1816. By Cash	$200.00
3d Mo 26th 1816 By Cash	100.00	1st Mo 6th 1818 By Cash	40.00

And thereupon the said Robert Moore prays that the said David Nice, may answer to the declaration of him the said Robert Moore in the plea aforesaid; Whereupon it is ruled by the Court here, that the said David Nice, answer to the declaration of the said Robert Moore in the plea aforesaid, and if the said David Nice, doth not answer to the declaration of the said Robert Moore in the plea aforesaid, Judgment will be rendered against him by default; And the said David Nice by his said Attorney defends the force & injury when &c and prays leave of the Court here to imparle until the second Monday of November next and he hath it, the same day is given to the said Robert Moore then &c. At which said second Monday of November next being the thirteenth day of the same Month in the year of our Lord Eighteen hundred and twenty until which day the said David Nice had leave to imparle, and then to answer to the declaration of the said Robert Moore in the plea aforesaid, Comes as well the said Robert Moore as the said David Nice by their Attornies aforesaid. And the said David Nice by his said Attorney as before defends the force and injury when &c and saith that he cannot gainsay the action aforesaid of the said Robert Moore, nor can he deny but that he owes unto the said Robert Moore, the aforesaid sum of three thousand four hundred & twenty three dollars Current Money in Manner and form as the said Robert Moore above against him hath complained; therefore it is considered by the Court here, that the said Robert Moore, recover against the said David Nice, as well the said sum of three thousand four hundred and twenty three dollars current money his debt aforesaid in form aforesaid acknowledged as the sum of Six dollars and thirty three cents for his damages, which he hath sustained, as well by occasion of the detention of the said debt, as for his costs and charges by him about his suit in this behalf laid out and expended adjudged unto the same Robert Moore by the Court here with his assent; And the said David Nice in mercy &c

Memorandum. Judgment was rendered in this Action on the fourteenth day of November Eighteen hundred & twenty for penalty & Costs, to be released on the payment of One thousand seven hundred and eleven dollars and fifty cents Current Money, with Interest from the sixteenth day of November Eighteen hundred and fifteen till paid and costs of suit. Payments if any to be allowed.

Test J. Lockerman Clerk. —

And afterwards to wit, the twenty seventh day of November in the year Eighteen hundred and twenty the said David Nice by his Attorney aforesaid by virtue and in pursuance of an Act of Assembly passed at November Session in the year Eighteen hundred and eleven entitled "A Supplement to an Act entitled, An Act for regulating writs of error and granting Appeals from and to the Courts of common law, within this province, and apply to and direct the Clerk of Talbot County Court, to enter an Appeal from the judgment aforesaid so as aforesaid rendered to the Court of Appeals to be held for the Eastern Shore of Maryland. Whereupon the said David Nice by his Attorney aforesaid files in the Office of the Clerk of said Court a certain writing Obligatory commonly called an Appeal bond in the words and of the tenor following, to wit.

Know all men by these presents that we David Nice, James Chambers and John Armingdale all of Talbot County in Maryland are held and firmly bound unto Robert Moore of the same County in the full and just sum of Six thousand eight hundred and forty Six Dollars current Money of Maryland to be paid to the said Robert Moore, or 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. Sealed with our seals and dated this twenty fifth day of November in the year of our Lord Eighteen hundred and twenty (1820.) Whereas at a County Court held for Talbot County at Easton in the said County before the Judges thereof, at the November term of the said Court, in the year of our Lord Eighteen hundred and twenty the said Robert Moore obtained a Judgment against the said David Nice for as well the sum of three thousand four hundred and twenty three dollars current Money Debt (Penalty) as for the sum of Six dollars and thirty three cents Current Money Costs of suit, to be released on the payment of the principal sum, to wit, $1711.54 cents with interest thereon from the 16th day of the 11th Month in the year 1815. till paid and costs; payments if any to be allowed, by which said Judgment the said David Nice deems himself aggrieved, and therefore

hath 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 obligation is such that if the said David Nice the Appellant, 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 of Common ensuing before whom the Appeal aforesaid ought to be tried, and prosecute the same Appeal with effect and also satisfy and pay to the said Robert Moore, his executors administrators or Assigns, in Case the said Judgment shall be Affirmed, as well all and singular the debt aforesaid according to the terms of the Judgment aforesaid and the Costs of suit, adjudged by the Court before whom the action aforesaid was first brought, and from whose Judgment the appeal aforesaid was made, as also all costs and damages that shall be awarded by the Court before whom the Appeal aforesaid shall be heard, prosecuted and determined; then the said Obligation to be and remain in full force and virtue in Law. otherwise of no effect.

Signed Sealed & delivered in the presence of John Golsborough. David Nice (Seal)

Jas. Chambers (Seal) John his mark Armingdale (Seal)

Which said Bond is thus endorsed to wit, "Securities Approved this 2d Nov 1820 R. T. Earle" —

And thereupon in virtue of the said Act of Assembly and in pursuance of the application and direction aforesaid, a Record of the proceedings aforesaid, with all things thereunto relating are transmitted to the said Court of Appeals accordingly.

State of Maryland } Talbot County to wit. } I hereby Certify that the foregoing is truly taken from the records of proceedings of Talbot County Court.

Seal of Talbot County Court. In Testimony whereof I have hereto set my hand and the public seal of my Office affixed, this Eighteenth day of December Eighteen hundred & twenty.

Jacob Lockerman Clk. of Talbot County Court. —

And now Come into the Court of Appeals here, as well the said Robert Moore by John Leeds Kerr Esquire his Attorney as the said David Nice by John Golsborough Esquire his Attorney. And the said David Nice by his Attorney aforesaid, says, that in the record of proceedings aforesaid and also in the giving of judgment aforesaid, there is manifest error in this to wit, that by the record aforesaid it appears that the judgment aforesaid in the plea aforesaid given was given for the said Robert Moore against the said David Nice; when by the law of the land that judgment ought to have been given for the said David Nice against the said Robert Moore; therefore in that there is manifest error, and he prays that the judgment aforesaid for that error, and others, being in the record of proceedings aforesaid, may be reversed, annulled and held entirely as void, and that he the said David Nice may be restored to all things which he hath lost by occasion of the said judgment; and that the said Robert Moore, may rejoin to the errors aforesaid &c. And the said Robert Moore by his Attorney aforesaid, says that there is no error in the record of proceedings aforesaid, nor in the giving of the judgment aforesaid, and he prays that the Court of Appeals here, will proceed to the examination as well of the record of proceedings aforesaid, as of the Matters aforesaid, by the said David Nice above for error assigned, and that the said Judgment, may be in all things Affirmed &c. Thereupon further process of and upon the promises between the parties aforesaid, is by virtue of an Act of Assembly in such Case made & provided continued before the Court of Appeals here until the first Monday in June next; the same day is given to the parties, there then to hear the judgment of the Court of Appeals here of and upon the said premises &c. And now, at this day, to wit the said first Monday in June being the fourth day of the said Month in the year of our Lord One thousand eight hundred and twenty one, Come again into the Court of Appeals here the parties aforesaid, by their Attornies aforesaid. Whereupon as well the record of proceedings aforesaid, and the judgment given in form aforesaid, as the matters aforesaid by the said David Nice above for error assigned, being seen, and by the Court of Appeals here here fully understood and mature deliberation thereupon had, for that it appears to the Court of Appeals here that there is no error in the record of proceedings aforesaid, nor in the giving of the judgment aforesaid: therefore it is considered by the Court of Appeals here, that the judgment aforesaid, given in form aforesaid, be in all things affirmed, and stand in full force and effect, the said Causes for error above assigned and alledged in anywise notwithstanding, and it is further considered by the Court of Appeals here that the said Robert Moore, have execution against the said David Nice as well for the Debt Damages costs and charges aforesaid adjudged unto him in the said County Court of Talbot as also for the sum of Nine Dollars and eighty five cents, adjudged unto the said Robert Moore by the Court of Appeals here on his assent for his costs & charges which he hath sustained, by occasion of the delay of the execution of the judgment aforesaid by pretext of the prosecution in