they the said Lambert and Johnes shewed and presented the said Note with the said Indorsement so made thereon as aforesaid to the said Peter Bell, and then and there requested the said Peter Bell to pay them the said Lambert and Johnes the said sum of money contained in the said Note according to the tenor and effect of the said Note and the said indorsement so made thereon as aforesaid, but the said Peter did not then or at any time afterwards pay the said sum of money in the said Note mentioned or any part thereof to the said Lambert and Johnes, but then and there totally refused to pay the same or any part thereof to the said Lambert and Johnes of all which said premises the said Frederick afterwards that is to say on the day and year last aforesaid at the County aforesaid had notice, by reason whereof and by force of the Statute in such case made and provided the said Frederick became liable to pay to the said Lambert and Johnes the said sum of money according to the tenor and effect of the said Note, and of the said indorsement so made thereon as aforesaid; and being so liable he the said Frederick in consideration thereof afterwards, that is to say on the same day and year last aforesaid, at the County aforesaid undertook and then and there faithfully promised the said Lambert and Johnes to pay them the said sum of money contained in the said Note, according to the tenor and effect of the said Note, and of the said indorsement so made thereon as aforesaid, when he thereunto afterwards requested. Nevertheless the said Frederick (although often requested that is to say, on the fourth day of May Eighteen hundred and eighteen, and often afterwards at the County aforesaid) has not yet paid the said sum of money mentioned in the said Note or any part thereof, to the said Lambert and Johnes, but to pay the same or any part thereof to the said Lambert and Johnes he the said Frederick has hitherto wholly refused and still does refuse to the damage of the said Lambert and Johnes in the sum of One thousand dollars current money and therefore they bring their suit and so forth.

Georges John Roe & Richard Roe — John Brown for plff. The promissory Note mentioned in the above recited declaration is in form as follows, to wit.

$1000. Collins & Roads Nov. 26. 1817. On the first day of May next ensuing the date hereof I promise to pay to the order of Frederick Holbrook, without defalcation Four hundred and fifty dollars and ten cents value recd. pay. in Baltimore Bank Notes at the Caroline Bank at Denton Maryland. Peter Bell. Indorsed Frederick Holbrook. Pay to the order of The. Culbreth Esq. Lambert and Johnes. With the Declaration aforesaid was also brought into Court here a Protest in form following to wit. State of Maryland, to wit, On this day the 8. day of May in the year eighteen hundred and eighteen, at the request of Matt. Driver Esq. Cashr. of the Bank of Caroline at Denton, bearer of the original promissory Note whereof a true Copy is on the other side written I Jenifer S. Taylor Notary public by legal patent under the Great Seal of the State of Maryland, commissioned and duly qualified residing in the village of Denton in the State aforesaid — did go to the Banking House, and did exhibit the said Note and did enquire for Peter Bell the maker of the said Note for the purpose of demanding payment therefor, the time limited for the same being duly expired, whereunto a person answered that the said Peter Bell was not there, and that they were not provided with funds to pay the said Note, whereupon I the said Notary at the request aforesaid have protested, and by these presents do solemnly protest as well against the maker of the said Note as all other persons whom it may concern for all costs damages charges and interest suffered and to be suffered for want of payment of the said Note. Thus done and protested at the village of Denton aforesaid. In testimony whereof I have hereunto set my hand and affixed my Seal Notarial the day and year aforesaid.

(Seal) Jenifer S. Taylor Not. Pub. Denton

$1000. Collins & Roads, Nov. 26. 1817. On the first day of May next ensuing the date

hereof I promise to pay to the order of Frederick Holbrook without defalcation Four hundred and fifty eight dollars and ten cents value recd. pay. in Baltimore Bank notes at the Caroline Bank at Denton Maryland. Peter Bell. Indorsed Fredk. Holbrook — Pay to the order of Th. Culbreth Esq. Lambert & Johnes.

And thereupon the said Lambert and Johnes by their Attorney aforesaid pray that the said Frederick Holbrook may answer to the declaration of them the said Lambert & Johnes in the plea aforesaid; whereupon it is ordered by the Court here, that the said Frederick Holbrook answer to the Declaration of the said Lambert and Johnes in the plea aforesaid, and if the said Frederick Holbrook doth not answer to the declaration of the said Lambert & Johnes in the plea aforesaid judgment will be rendered against him by default; and the said Frederick Holbrook by William Hayward Junior his attorney defendes the force and injury when &c. and prays leave of the Court here to imparle until the second Monday of October next, to answer to the declaration of the said Lambert and Johnes in the plea aforesaid, and he hath it, the same day is given to the said Lambert and Johnes then &c. At which said second Monday of October being the eleventh day of the same month in the year of our Lord one thousand eight hundred and nineteen, unto which day the said Frederick Holbrook had leave to imparle and then to answer to the declaration of the said Lambert & Johnes in the plea aforesaid come again into the County Court here the said Lambert & Johnes by their attorney aforesaid, and the said Frederick Holbrook although solemnly called comes not, nor says any thing in bar or preclusion of the said action of the said Lambert and Johnes whereby the said Lambert and Johnes remain against the said Frederick Holbrook undefended therefore it is considered by the Court here that the said Lambert and Johnes recover against the said Frederick Holbrook as well the sum of One thousand dollars current money of the Court here assessed for his damages aforesaid which he hath sustained by reason of the non performance of the promise and undertaking aforesaid, as the sum of Six dollars and forty nine cents and one third cents by the Court here adjudged unto the said Lambert & Johnes for their costs and charges by them about their suit in this behalf laid out and expended, and the said Frederick Holbrook in mercy &c. And thereupon the said Frederick Holbrook by his attorney aforesaid, prays an appeal from the judgment aforesaid of the Court here in form aforesaid rendered to the Court of Appeals of the State of Maryland to be held for the Eastern Shore of the said State and to him it is granted; whereupon the said Frederick Holbrook by his attorney aforesaid files in Court here a certain writing obligatory commonly called an Appeal bond and which is contained in the following words to wit. Know all men by these presents that we Frederick Holbrook, Peter Bell, Robert Bell and Rajah Banwick all of Talbot County & State of Maryland are held and firmly bound unto Lambert and Johnes in the sole & just sum of three thousand dollars current money of Maryland to be paid to the said Lambert and Johnes their certain attorney, executors, administrators or assigns; to the payment whereof well and truly to be made and done we bind ourselves our heirs executors & administrators jointly and severally firmly by these presents, sealed with our Seals & dated this fifteenth day of October in the year of our Lord Eighteen hundred and nineteen. Whereas at a County Court of the State of Maryland holden for Caroline County, at Denton in the said County before the Judges thereof at the October Term of the said Court in the year of our Lord Eighteen hundred & nineteen the said Lambert and Johnes obtained a judgment against the said Frederick Holbrook as well for the sum of One thousand dollars current money of Maryland & damages as for the sum of Six dollars and forty nine cents & one third of a cent costs of suit; by which said judgment the said Frederick Holbrook deems himself aggrieved and therefrom hath appealed to the Court of Appeals of the State of Maryland to be