on the first day of September in the year Eighteen hundred and fifteen at the County aforesaid was indebted to the said Owen & Longstreth in the Sum of One thousand & twenty seven dollars & seventy nine cents Current Money, for divers goods, wares & Merchandizes, before that time sold & delivered by the said Owen & Longstreth, to the said Frederick Holbrook, at his special instance & request, and being so indebted the said Frederick Holbrook in Consideration thereof afterwards that is to say, on the same day & year aforesaid, at the County aforesaid, undertook and then and there faithfully promised the said Owen & Longstreth, to pay them the said Sum of One thousand and twenty seven dollars & seventy nine cents Current Money when he should be thereunto afterwards required — And whereas afterwards that is to say on the day and year aforesaid at the County aforesaid, in Consideration that the said Owen & Longstreth at the like special instance and request of him the said Frederick, had before that time sold and delivered to him the said Frederick, divers other, goods, wares & Merchandizes, the said Frederick, then and there undertook & faithfully promised the said Owen & Longstreth, to pay them so much money as the goods wares & Merchandizes last mentioned were reasonable worth at the time of the sale and delivery aforesaid, and the said Owen & Longstreth aver that the goods, wares & Merchandizes, last mentioned were at the time of the sale & delivery thereof as aforesaid reasonably worth another Sum of One thousand & twenty seven dollars & seventy nine cents Current Money, Whereof the aforesaid Frederick, afterwards that is to say, on the day & year aforesaid at the County aforesaid had notice. Yet the said Frederick although often required by the said Owen & Longstreth, that is to say, on the tenth day of September in the year Eighteen hundred & fifteen at the County aforesaid) hath not yet paid the said several Sums of Money or any part thereof to the said Owen & Longstreth, but to pay the same or any part thereof to the said Owen & Longstreth, or to either of them the said Frederick, hath hitherto wholly refused, and still doth refuse to the damage of the said Owen & Longstreth in two thousand dollars Whereon they bring suit &c

John Leeds Kerr for the Plff —

Pledges &c John Doe & Richard Roe —

And the said Frederick Holbrook by his Attorney aforesaid says nothing in bar or preclusion of the action aforesaid of them the said Owen & Longstreth, whereby the said Owen & Longstreth remain against the said Frederick Holbrook, therein undefended; therefore it is considered by the Court here, that the aforesaid Owen & Longstreth recover against the said Frederick Holbrook as well the Sum of Two thousand dollars Current Money their damages aforesaid in form aforesaid Confessed to be sustained by occasion of the Non-performance of the promise and Assumption aforesaid as also the Sum of Six Dollars & sixty one cents and one third of a cent by the Court here unto the said Owen & Longstreth, in their assent adjudged for their Costs and Charges by them about their suit in this behalf laid out and expended — And the said Frederick in Mercy &c — And thereupon the said Frederick Holbrook by his Attorney aforesaid prays an Appeal from the judgment aforesaid so as aforesaid rendered, to the Court of Appeals of the State of Maryland to be held for the Eastern Shore of the said State, and it is is granted him, Whereupon the said Frederick Holbrook by his Attorney aforesaid files in Court here a certain writing obligatory commonly called an Appeal bond which is Contained in the following words to wit,

Know all men by these presents that we Frederick Holbrook & James Sangster & George Collins all of Caroline County in the State of Maryland are held and firmly bound unto Owen & Longstreth Merchants in the full & just Sum of Four thousand dollars Current Money of Maryland, to be paid to the said Owen & Longstreth, their certain Attorney, their heirs executors, administrators or assigns to the payment whereof well and truly to be made & done we bind ourselves, our heirs, executors and administrators, jointly & severally firmly by these presents sealed with our Seals & dated this seventeenth day of October in the year of our Lord eighteen hundred and eighteen — Whereas at a County Court of the State of Maryland holden for Caroline County at Denton in the said County, before the Justices thereof at the October Term of the said Court, in the year of Our Lord eighteen hundred & eighteen, the said Owen and Longstreth obtained a Judgment against the said Frederick Holbrook as well for the Sum of two thousand dollars Current Money of Maryland, damages, as for the Costs of Suit to be released on the payment of the Sum of One thousand twenty seven dollars & seventy nine cents Current Money with lawful interest thereon from the eighth day of January Eighteen hundred & sixteen till paid & Costs; by which said judgment the said Frederick Holbrook deems himself aggrieved, and therefore has 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 Frederick Holbrook shall not pursue the directions of an Act of Assembly entitled An act for regulating writs of error & granting appeals from & to the Courts of Common Law within this Province at the next Court meeting before whom the appeal aforesaid ought to be tried, and prosecute the same appeal with effect and also shall pay

pay to the said Owen & Longstreth, their executors, administrators or assigns, in case the said judgment shall be affirmed, as well all & singular 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 Costs and damages that shall be awarded by the Court before whom the Appeals aforesaid shall be heard, tried & determined, then the said Obligation to become void & of no effect otherwise to remain in full force & virtue in Law — Witness our hands & seals the day & year aforesaid. —

Frederick Holbrook (Seal) Jas Sangster (Seal) George Collins (Seal) —

Signed, Sealed & delivered in the presence of William Mullekin. —

Which being read and heard, and the securities in the said bond being by the Court here approved, it is therefore Ordered by the said Court here, that the record and proceedings aforesaid in the plea aforesaid, with all things thereunto relating, be transmitted to the said Court of Appeals of the said State, and the same are transmitted to the said Court accordingly. Test. Jo Richardson Clk.

Maryland Set. I hereby certify that the aforegoing is truly taken from the record of proceedings of the County Court of Caroline. In Testimony whereof to this exemplification I hereunto set my hand and the Seal of the County aforesaid, this twenty eighth day of October in the year of Our Lord One thousand eight hundred and eighteen.

Seal of Caroline County Court

Jo Richardson Clerk of Caroline County. —

And now Come into the Court of Appeals here, as well the said Owen & Longstreth by John Leeds Kerr Esquire their Attorney as the said Frederick Holbrook by Thomas James Bullitt Esquire his Attorney. And the said Frederick Holbrook 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 Owen & Longstreth against the said Frederick Holbrook, when by the Laws of the Land that judgment ought to have been for the said Frederick Holbrook against the said Owen & Longstreth, 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 & held entirely as void, and that he the said Frederick Holbrook may be restored to all things which he hath lost by occasion of the said judgment; and that the said Owen & Longstreth may rejoin to the errors aforesaid &c — And the said Owen & Longstreth by their Attorney aforesaid say, there is no error in the record of proceedings aforesaid, nor in the giving of the judgment aforesaid, and they pray 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 Frederick Holbrook above for error assigned, and that the said judgment may be in all things affirmed &c; thereupon further process of and upon the premises 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 said 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 Seventh day of the said Month in the year of Our Lord One thousand eight hundred and nineteen Come again into the Court of Appeals here the parties aforesaid by their Attorneys aforesaid. Whereupon as well the record of proceedings aforesaid, as the matters aforesaid by the said Frederick Holbrook above for error assigned being seen and by the Court of Appeals here fully understood & 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 any wise notwithstanding; and it is further considered by the Court of Appeals here that the said Owen & Longstreth have execution against the said Frederick Holbrook, as well for the debt damages Costs and Charges, aforesaid adjudged unto them in the said County Court of Caroline as also for the Sum of nine dollars and twenty five cents adjudged unto the said Owen & Longstreth by the Court of Appeals here, on their assent for their Costs & Charges which they by occasion of the delay of the execution of the judgment aforesaid, by prayal of the prosecuting of the said appeal by the said Frederick Holbrook for the correcting of errors & wrongs in the premises as appeareth of Memorandum. Judgment was affirmed in this case on the 7th day of June 1819. Vide action awarded for the sum of $2000. Damages & Costs — Damages to be released on payment of $1027.79 cts with Interest thereon from the 8th day of January 1816 till paid & $6.41⅔ cts in County Court & $9.25 Costs in Court of Appeals. — May if between the other first day of March next

Attest James Parrott Clerk.