of September being the fifteenth day of the said month in the year Eighteen hundred & twenty four, until which day the said Thomas Dawson had leave to imparle and then to declare against the said Jesse Jones in the plea aforesaid, comes as well the said Thomas Dawson as the said Jesse Jones by their Attornies aforesaid; and thereupon on motion of the said Jesse Jones by his Attorney aforesaid, it is further ruled by the Court here that the said Thomas Dawson declare against the said Jesse Jones in the plea aforesaid, or Judgment by the Court here will be rendered against him in default thereof, and the said Thomas Dawson by his Attorney aforesaid prays leave of the Court here further to imparle until the third Monday of March next, and then to declare against the said Jesse Jones in the plea aforesaid and he hath it, the same day is given to the said Jesse Jones then &c. At which said third Monday of March being the seventeenth day of the said month in the year Eighteen hundred and twenty three, until which day the said Thomas Dawson had leave further to imparle and then to declare against the said Jesse Jones in the plea aforesaid, comes as well the said Thomas Dawson as the said Jesse Jones by their Attornies aforesaid, and the said Thomas Dawson by his said Attorney declares against the said Jesse Jones in the plea aforesaid, as follows that is to say. Kent County to wit. Jesse Jones late of Kent County was attached to answer unto Thomas Dawson in a plea that he render unto him the sum of Two hundred and fifty dollars current money which to him he owes and unjustly detains and so forth. And whereupon the same Thomas C. Dawson by William Carmichael his Attorney says that the said Jesse Jones on the twelfth day of July in the year of our Lord Eighteen hundred and twenty at the County aforesaid by his certain bill obligatory, which sealed with the seal of the same Jesse the same Thomas does here into Court bring, the date whereof is the same day and year aforesaid, acknowledged himself to owe & be justly indebted unto the said Thomas in the aforesaid sum of Two hundred & fifty dollars current money of Maryland to be paid to the said Thomas on or before the first day of November then next; to the payment whereof well and truly to be made & done the said Jesse bound himself firmly by the same bill obligatory. Nevertheless the said Jesse although thereto afterwards often required, the said sum of money or any part thereof, unto the said Thomas yet he has not rendered or paid, but he hitherto altogether has refused and does still refuse to the damage of the said Thomas to the value of Five hundred dollars current money of Maryland and hereupon he brings this suit &c. William Carmichael for Pltff. — Pledges &c. John Doe and Richard Roe.

Copy of the Bill or obligatory mentioned in the declaration aforesaid, is in form following to wit. $250. I promise and oblige myself my heirs executors and administrators to pay or cause to be paid unto Thomas C. Dawson his certain Attorney heirs executors administrators or assigns the just and full sum of two hundred and fifty dollars current money of the United States on or before the first day of November next, with legal interest thereon from the date hereof. For the true performance whereof I hereby bind myself my heirs executors and administrators to the said Thomas C. Dawson his heirs executors administrators and assigns in the penal sum of $500 current money aforesaid. Witness my hand & seal this twelfth day of July 1820 one thousand eight hundred and twenty. Jesse Jones (Seal) Signed, sealed & delivered in presence of Thomas Comly. And thereupon on motion of the said Thomas Dawson by his Attorney aforesaid it is ruled by the Court here that the said Jesse Jones answer to the declaration aforesaid

of the said Thomas Dawson in the plea aforesaid, or Judgment by the Court here will be rendered against him in default thereof. And the said Jesse Jones by his Attorney aforesaid defends the force and injury when &c. and saith, that he cannot deny the action aforesaid of the said Thomas Dawson so as aforesaid against him brought, nor but that he owes to the aforesaid Thomas Dawson the aforesaid sum of Two hundred and fifty dollars current money in such manner and form as the aforesaid Thomas Dawson above against him hath complained, nor but that the aforesaid Thomas Dawson hath sustained damage by reason of the detention of the debt aforesaid to the sum of One hundred dollars current money in like manner and form as the aforesaid Thomas Dawson within against him hath complained, besides his costs and charges by him about his suit in this behalf laid out and expended &c. And thereupon the aforesaid Thomas Dawson by his Attorney aforesaid prays Judgment for his debt aforesaid, so as aforesaid confessed, together with his damages so as aforesaid acknowledged, as also for his costs and charges by him about his suit in this behalf laid out and expended, to him to be adjudged and so forth. Therefore it is considered by the Court here that the said Thomas Dawson recover against the said Jesse Jones as well the said sum of Two hundred and fifty dollars current money his debt aforesaid in form aforesaid confessed as the said sum of One hundred dollars current money his damages aforesaid acknowledged to be sustained by reason of the detention of the said debt, as also the sum of five dollars and thirty one cents by the Court here into the said Thomas Dawson on his suit assessed for his costs and charges by him about his suit in this behalf laid out and expended &c. of the said Jesse Jones in mercy and so forth. Memorandum. Judgment was rendered in this cause on the seventeenth day of March in the year Eighteen hundred and twenty three for Two hundred and fifty dollars current money debt and One hundred dollars current money damages and costs; and the plaintiff agreed to release the aforesaid Damages on payment of the interest on the debt aforesaid from the twelfth day of July in the year Eighteen hundred and twenty till paid. — And thereupon the said Jesse Jones by his Attorney aforesaid prays an appeal from the Judgment aforesaid so as aforesaid so as aforesaid rendered to the High Court of Appeals of the State of Maryland and it is granted him. Whereupon the said Jesse Jones 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 Jesse Jones, Hiram Jones and John Hutt are held and firmly bound unto Thomas Dawson in the full and just sum of Seven hundred and twelve dollars and sixty two cents current money of Maryland, to be paid to the said Thomas Dawson his Attorney Executors administrators or Assigns; to the payment whereof well and truly to be made & done, we bind ourselves our heirs executors & administrators jointly and severally firmly by these presents sealed with our seals & dated this 24th day of March in the year of our Lord Eighteen hundred and twenty three. Whereas at a County Court of the State of Maryland, holden for Kent County at Chester Town in the said County, before the Judges thereof, at the March Term of the said Court in the year of our Lord eighteen hundred and twenty three, the said Thomas Dawson obtained a Judgment against the said Jesse Jones as well for the sum of two hundred and fifty dollars current money a certain debt, as for the sum of One hundred dollars damages five dollars & thirty one cents costs of suit, by which said Judgment the said Jesse Jones hath deemed himself aggrieved and therefrom 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 Jesse Jones Appellant shall not pursue the direction of an Act of