And the said William Hughlett by his attorney aforesaid prays that the said Henry D. Sellers may answer to the declaration of him the said William Hughlett in the plea aforesaid, whereupon disputed by the Court here that the said Henry D. Sellers answer to the declaration of him the said William Hughlett in the plea aforesaid; and if the said Henry D. Sellers doth not answer to the declaration of the said William Hughlett in the plea aforesaid, judgment will be rendered against him by default; And the said Henry D. Sellers by his Attorney aforesaid defends the force and injury when and so forth, and saith that he cannot gainsay the action aforesaid, of the said William Hughlett, nor can he deny but that he owes unto the said William Hughlett the aforesaid sum of two thousand and fifty one dollars & ninety two cents current money in manner and form as the said William Hughlett above against him hath complained; therefore it is considered by the Court here that the said William Hughlett recover against the said Henry D. Sellers as well the said sum of two thousand & fifty one dollars and ninety two cents current money his debt aforesaid in form aforesaid acknowledged, as the sum of Six dollars forty three and one third 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 expended, adjudged unto the said William Hughlett by the Court here with his assent, & the said Henry D. Sellers in mercy &c. Memorandum. Judgment was confessed in this action on the ninth day of June in the year of our Lord one thousand eight hundred and twenty three, for penalty & costs of suit, penalty to be released on payment of One thousand twenty five dollars and ninety six cents current money and interest thereon from the nineteenth day of April in the year of our Lord One thousand eight hundred and twenty until paid, and six dollars forty three and one third cents costs of suit, with an agreement that all payments should be allowed. And the said Henry D. Sellers by his Attorney aforesaid prays an appeal from the judgment aforesaid, so as aforesaid rendered to the high Court of Appeals of the State of Maryland, and to him it is granted, whereupon the said Henry D. Sellers by his Attorney aforesaid files in Court here a certain writing obligatory, commonly called an appeal bond, and which is contained in the words following to wit. "Know all men by these presents that we Henry D. Sellers, Thomas Ashcom & Samuel T. Emory are held and firmly bound unto William Hughlett in the full and just sum of four thousand one hundred and sixteen dollars and ninety cents current money of Maryland, to be paid to the said William Hughlett his attorney, executors administrators or assigns to the payment whereof well and truely 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 ninth day of June in the year of our Lord Eighteen hundred and twenty three. Whereas at a County Court of the State of Maryland holden for Queen Ann's County at Centreville in the said County before the Judges thereof at the May Term of the said Court in the year of our Lord 1823 the said William Hughlett obtained a judgment against the said Henry D. Sellers, as well for the sum of two thousand and fifty one dollars & ninety two cents current money a certain debt, as for the sum of Six dollars & forty three cents & one third of a cent Costs of Suit, by which said judgment the said Henry D. Sellers 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 of

therefore of the foregoing obligation is such, that if the said Henry D. Sellers appellant shall prosecute the directions of an Act of Assembly entitled an Act for regulating writs of error and granting appeals from and the Courts of common law within this province & the said Court morning before whom the appeal aforesaid ought to be tried and prosecute the same Appeal with effect, and also satisfy and pay to the said William Hughlett his executors administrators or assigns in case the said judgment shall be affirmed, as well all and singular the debt 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 appeal aforesaid shall be heard tried and determined, then the said obligation to be void and remain in full force & virtue in law, otherwise of no effect. Henry D. Sellers (Seal) Thos: Ashcom (Seal) Sam.l T. Emory (Seal) Signed, sealed & delivered in the presence of Thos. Roberts.

Which being read and heard and the securities in the said bond being by the Court here approved of, therefore considered 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 high Court of Appeals of the said State & the same are transmitted to the said Court accordingly. Test. Thos Murphey Clk. Maryland Queen Ann's County to wit. I hereby certify that the within and foregoing is truly taken from the record of proceedings of the said County Court. In Testimony whereof I have hereunto set my hand and the Seal of my office affixed this eleventh day of June in the year of our Lord One thousand eight hundred & twenty three.

Seal of Queen Ann's County Court

Thos: Murphey Clk of Queen Ann's County Court

And now come into the Court of Appeals here as well the said William Hughlett by William Carmichael Esquire his Attorney, as the said Henry D. Sellers by Philemon B. Hopper Esquire his attorney, and the said Henry D. Sellers by his Attorney aforesaid says that in the record & 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 William Hughlett against the said Henry D. Sellers, which by the law of the land that Judgment ought to have been given for the said Henry D. Sellers against the said William Hughlett, 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 Henry D. Sellers may be restored to all things which he hath lost by occasion of the said judgment, & that the said William Hughlett may rejoin to the errors aforesaid &c. And the said William Hughlett by his attorney aforesaid, says 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 Henry D. Sellers above for error assigned, and that the said Judgment may be in all things affirmed &c. whereupon 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 second day of the said month in the year of our Lord One thousand eight hundred & twenty four, come again into the Court of Appeals here the parties aforesaid by their Attorneys aforesaid