hundred and fourteen come again into the Court of appeals here: the parties aforesaid by their Attorneys aforesaid; whereupon as well the record and proceedings aforesaid, as the matters aforesaid by the said Bennett Bracco above for errors assigned being seen and fully understood by the Court here, and mature deliberation thereupon had for it appears to the Court here, that there is no error either in the record and proceedings aforesaid aforesaid or in the giving of Judgment aforesaid therefore it is considered by the Court 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 here that the said James Neall have execution against the said Bennett Bracco, as well for the debt damages costs and charges aforesaid as adjudged unto him in the said County Court of Talbot, as also the sum of Ten Dollars and sixty cents adjudged unto the said James Neall by the Court here for his damages costs and charges which he hath sustained by occasion of the delay of the execution of the Judgment aforesaid by pretence of the prosecution of the said Appeal by him the said Bennett Bracco granted upon the premises as aforesaid prosecuted. Test James Parrott Clk.

Memorandum Judgment in this cause was affirmed the 8th June 1815.

The President, Directors & Co. of the Farmers Bank
against
William Bryan

Be it remembered that on the first monday of June eighteen hundred and thirteen the Chief Justice and associate Justices of Talbot County Court in pursuance of the Act of Assembly in such case made & provided, transmit to the Court of Appeals here, the record and proceedings of a plea which was late depending before them, in the said County Court, between the President, Directors & Company of the Farmers Bank of Maryland, plaintiffs, and William Bryan, defendant, and wherein the said County Court gave Judgment for the said President, Directors & Company ~~and from~~ against the said William Bryan, and from which said Judgment the said William Bryan prayed an Appeal unto the Court of Appeals here, the tenor of which said Record & proceedings is in form following, to wit. "At a County Court of the State of Maryland begun and held at Easton in Talbot County, on the fourth Monday in May Eighteen hundred and thirteen before the Honorable Richard Highmore Earle Esquire Chief Judge and other Ministers & Officers of the said Court duly commissioned and qualified to hold the same Court of whom were present Honble Richard H. Earle Esquire Chief Judge. Thomas Stevens Esquire Sheriff. S Lowchenambd.

The Record and Proceedings in Talbot County Court were as follows, to wit

The President, Directors & Company of Farmers Bank —v— William Bryan —v—

Case Bar Note & Protest replea.

Be it remembered that on the 22d day of April 1812. The President, Directors & Company of the Farmers Bank of Talbot County Court how a Writ of Capias ad respondendum in the words and figures following, to wit Talbot County to wit,

The State of Maryland. To the Sheriff of Talbot County, Greeting: We command you that you take William Bryan late of Talbot County, yeoman, if he shall be found in your bailiwick and him safe keep, so that you have his body before the Judges of our County Court to be held at Easton in said County, on the fourth Monday of May next to answer unto the President, Directors & Company of the Farmers Bank of Maryland in a plea of Trespass on the Case and so forth. Hereof fail not at your peril and have you then and there this Writ. Witness the Honorable Richard H. Earle Esquire Chief Judge of our said Court the 11th day of November Anno Domini 1811. Issued the 22d day of April 1812. (273) S Lowchenambd.

At which said fourth Monday in May being the ninth day of the same month in the year Eighteen hundred and twelve and the return day of the said foregoing Writ comes here into Court the said President Directors & Company of the Farmers Bank

by Thomas S Bullitt Esquire their attorney aforesaid and the Sheriff of the County aforesaid to whom the aforesaid Writ was directed and makes return to the Court here that he had taken the body of the same William Bryan whom he had ready at the day and place according to the Exigency of the said Writ thereupon day is given as to the President, Directors & Company of the Farmers Bank as unto the aforesaid Bryan until the next Court. At which said next Court, to wit, the second Monday in November eighteen hundred and twelve come here into Court the aforesaid President, Directors & Company of the Farmers Bank by Thomas S Bullitt their attorney as the aforesaid William Bryan by John Goldsborough his attorney, and the aforesaid President, Directors & Company of the Farmers Bank by Thomas James Bullitt Esquire their attorney affiled their Declaration in the plea aforesaid in the words and figures following, to wit. Talbot County, to wit. William Bryan late of Talbot County, yeoman, was attached to answer unto the President Directors & Company of the Farmers Bank of Maryland in a plea of trespass on the case and so forth. And whereupon the same The President, Directors & Company of the Farmers Bank of Maryland by Thomas James Bullitt their attorney complain that Whereas one Charles Hobbs on the eleventh day of December in the year of our Lord eighteen hundred and eleven, at Queen Ann's County, to wit, at Talbot County aforesaid (which said Hobbs did not then reside in the Town of Easton, nor hath he since resided in the said Town, but then resided and ever since hath resided in Queen Ann's County) made his certain Note in writing with his own proper hand thereto subscribed, called a Promissory Note bearing date the same day and year aforesaid, and the same Note to one William Grason did then and there deliver, by which said Note the said Hobbs, sixty days after the date thereof, promised to pay to the said Grason or his order the sum of one thousand Dollars money of account of the United States of America for value of him received, negotiable at the Farmers Bank of Maryland, and payable at the House of John Hemsard in the Town of Easton aforesaid, and the said sum of money being unpaid to the said Grason afterwards to wit, on the same day and year aforesaid at the County of Talbot aforesaid indorsed that Note with his own proper hand thereto subscribed and thereby appointed the contents of the said Note to be paid to the said William Bryan or his order for value of him received, and the said sum of money being unpaid to the said Bryan afterwards to wit, on the same day and year aforesaid at the County of Talbot aforesaid that Note with his own proper hand thereto subscribed and thereby appointed the contents of the said Note to be paid to the said President Directors & Company or their order for value of them received, of which said several indorsements so made on the said Note as aforesaid the said Hobbs afterwards to wit, on the same day and year aforesaid at Talbot ~~af~~ County aforesaid had notice — And the said President, Directors & Company do aver, that afterwards and after the expiration of the said sixty days in the said Note mentioned, to wit, on the day of February in the year of our Lord eighteen hundred and twelve at the house of one, to wit, at Talbot County aforesaid, the said President, Directors & Company shewed & presented the said Note with the said several indorsements thereon made to the said Hobbs and then and there requested him to pay the said sum of money therein specified, according to the tenor and effect of the said Note and of the several indorsements made thereon And afterwards, to wit, on the day and year last aforesaid at the house aforesaid, to wit at Talbot County aforesaid gave notice by the proper servant for that purpose of the Branch Bank of the Farmers Bank of Maryland aforesaid at Easton, aforesaid that the said Note had become due, and did then and there by the said servant exhibit the said Note with the said several endorsements thereon and enquire for the said Hobbs for the purpose of demanding payment thereof, according to the Act of Assembly in such case made and provided, which said Hobbs was not then, nor was he to be found, but the said Hobbs did not then, or at any time whatever, pay the aforesaid sum of money or any part thereof but hath wholly neglected and refused so to do, neither hath the said Grason paid the same or any part thereof, of all which premises the said Bryan afterwards, to wit, on the day and year last aforesaid at the County of Talbot aforesaid had notice. by reason of which said several premises and by force of the Statute in such case made & provided, and also by force of the Act of Assembly in such case made and provided, the said Bryan was and became liable to pay unto the said President Directors & Company, the said sum of money mentioned in the said Note, when thereto requested, and being so liable the said Bryan afterwards, to wit, on the same day and year last aforesaid at Talbot County aforesaid in consideration thereof upon himself assumed, and unto the said President Directors & Company then and there faithfully promised to pay to the said President, Directors & Company