of the Farmers Bank of Maryland to their order for value of them received, of which said several
indorsements so made on the said Note or aforesaid, the said Griffith afterwards towit, on the same
day and year aforesaid at the 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, towit
on the thirteenth day of May in the year aforesaid, at the house aforesaid, towit at the County
aforesaid the said President, Directors & Company shewed & presented the said Note with the several
indorsements thereon subscribed to the said Griffith 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 to the said
several endorsements made thereon, and afterwards towit, on the day and year last aforesaid at
the house aforesaid, towit at the 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, towit, at the County aforesaid that the said Note had become
due & did then there by the said servant exhibit the said Note with the said several
indorsements thereon and enquire for the said Griffith for the purpose of demanding payment
thereof according to the Act of Assembly in such cases made & provided, which said Griffith
was not there nor was he to be found, but the said Griffith did not then nor at any time
whatever pay the aforesaid sum of money or any part thereof, but hath wholly refused the same
so to do, neither hath he the said Joseph Cumalls yet paid the same or any part thereof, of
which promises the said Eccleston afterwards, towit, on the day and year last aforesaid at the
County aforesaid had notice. by reason of which said several premises & by force of the statute
in such case made and provided, and also by force of the Act of Assembly in such case
made and provided the said Eccleston was and became liable to pay unto the said President
Directors & Company the said sum of money mentioned in the said Note when thereto he should
be requested, and being so liable he the said Eccleston, afterwards towit, on the same day and
year last aforesaid at the 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 the said sum of money in the said Note mentioned when he
should be thereto afterwards required. Nevertheless the said Eccleston his promise and assumption
aforesaid in form aforesaid made not regarding but minding and fraudulently intending
the said President Directors & Company in this part craftily and subtilly to deceive & defraud
the aforesaid sum of money or any part thereof, unto the said President, Directors & Company yet
hath not paid, although so to do the said Eccleston afterwards by the said President, directors and
Company, on the same day and year last aforesaid and often since that time at the County
aforesaid was required but the same sum of money or any part thereof to pay to the said President
directors & Company he the said Eccleston hitherto altogether hath refused and yet doth refuse
to the damage of the said President Directors & Company one thousand pounds current
money of Maryland and thereupon they bring this suit &c. John Doe &
Thos. G. Bullitt for the plff. Pledges to prosecute. Richard Roe

The Promissory Note whereof mention is made in the aforegoing declaration among follows towit. $1130. Dorchester County March 11th 1812. Sixty days after date I promise to pay to William M Eccleston or order eleven hundred and thirty Dollars for value received negotiable at the Farmers Bank of Maryland and payable at the house of Thomas P. Smith in Easton – Joseph Griffith – Witness William M Eccleston – Joseph Cumalls

On the back of the aforegoing Note was the following Protest. towit State of Maryland towit On this day the thirteenth day of May in the year Eighteen hundred and twelve at the request of John Hemsley Esquire Cashier of the Branch Bank of the Farmers Bank of Maryland at Easton, bearer of the original Promissory Note whereof a true Copy is on the other side written I John Hammond Notary Public by letters patent under the Great seal of the State of Maryland commissioned & duly qualified according

in the Town of Easton in the State aforesaid, did go to the House of Thomas P. Smith and did exhibit the said Note and did enquire for Joseph Griffith the maker of the said Note for the purpose of demanding payment thereof, the time limited for the same having duly expired, whereunto the said Thomas P. Smith answered that the said Joseph Griffith was not there, and that he was not provided with funds to pay the said Note. Wherefore 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 others whom it may concern, for all costs, damages, charges, damages and Interest suffered and to be suffered for want of payment of the said Note – Thus done and protested at the Town of Easton aforesaid. In testimony whereof I have hereunto set my hand & affixed my seal notarial, the day & year aforesaid. John Hammond Not. Pub. Easton

And the said William M. Eccleston by his attorney aforesaid, defends the force and injury when &c. and prayed leave to imparle therein here until the fourth Monday in October then next following and it was granted unto him, the same day is given to the said President, Directors & Company of the Farmers Bank of Maryland there &c. And now at this day, towit the said fourth Monday in October eighteen hundred and thirteen, come again as well the said President Directors & Company of the Farmers Bank of Maryland, as the said William M. Eccleston, by their Attorneys aforesaid – And the said William M. Eccleston by his attorney aforesaid saith that he cannot deny the action aforesaid of the said President, Directors & Company of the Farmers Bank of Maryland, nor but that he did undertake and promise in manner and form as the said President, Directors & Company of the Farmers Bank of Maryland within complains against him; nor but that the said President Directors & Company of the Farmers Bank of Maryland have sustained damages by occasion of the nonperformance of the promise and undertaking aforesaid, to one thousand pounds current money – Therefore etc. Considered by the Court here that the said President, Directors & Company of the Farmers Bank of Maryland, do recover against the said William M. Eccleston, their damages aforesaid in form aforesaid acknowledged which they have sustained by occasion of the nonperformance of the promise and assumption aforesaid as also the further sum of seven Dollars sixty three and one third Cents current money for their costs and charges by them about their suit in that behalf expended – and the said William M. Eccleston in mercy &c. Richardson Clk

Judgment was confessed in this action, on the twenty seventh day of October Eighteen hundred and thirteen for one thousand pounds, damages & Costs, to be released on the payment of eleven hundred and thirty two dollars and seventy five Cents Current money with Interest from the eleventh day of May eighteen hundred and twelve, till paid & Costs. And the said William M Eccleston by his attorney aforesaid prays that he may appeal from the Judgment aforesaid of the Court here, to the Judges of the Court of appeals and to him the same is granted on his complying with the directions of the Act of Assembly in such case made and provided. Whereupon the said William M Eccleston by his Attorney aforesaid exhibits to the Court here an appeal Bond entered into by himself and his Sureties who by the Court are approved of which bond comes in the following words towit. Know all men by these presents that we William M Eccleston, Thomas Cumalls & Joseph Cumalls are held and firmly bound unto the President, Directors & Company of the Farmers Bank of Maryland in the full and just sum of three thousand pounds current money of Maryland to be paid to the said President, Directors & Company or their certain attorney, 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 and dated this twenty seventh day of October in the year of our Lord eighteen hundred and thirteen.

Whereas at a County Court of the State of Maryland holden for Dorchester County aforesaid at Cambridge in the said County before the Judges thereof at the October term of the said Court in the year of our Lord eighteen hundred and thirteen the said President Directors & Company obtained a Judgment against the said William M. Eccleston, as well for the sum of One thousand pounds current money of Maryland Damages as for the costs of suit, by which said Judgment the said William M. Eccleston deems himself aggrieved & therefore hath