In the record of Proceedings of said Court were the following, to wit.

Perry Wilmer
v.
Samuel Wright

"Be it remembered that heretofore to wit, on the the thirteenth day of June in the year of our Lord eighteen hundred and twelve, the plaintiff in this cause by John Goldsborough Esquire his attorney, prosecuted and sued forth out of the County Court here, the writ of the State of Maryland of Capias ad respondendum directed to the Sheriff of Talbot County, in form following, to wit. Talbot County to wit. The State of Maryland. To the Sheriff of Talbot County, Greeting. We Command you that you take Samuel Wright 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 the said County on the second Monday of November next to answer unto Perry Wilmer, in a plea that he render unto him the sum of Three hundred and ninety Dollars, and nine Cents money of account of the United States of America of the value of One hundred & fifty six pounds five shillings and eight pence half penny current money which to him he owes and unjustly detains & detains. Hereof fail not at your peril and have you then there this writ. Witness the Honorable Richard Tilghman Earle Esquire Chief Judge of our said Court the 23rd day of May anno Domini 1812. Issued the 13. day of June 1812. H. Ch. Hutchinson Clk

At which said second Monday of November, in the year of our Lord eighteen hundred & twelve being the return day of the foregoing writ, came into Court here the said Perry Wilmer by his said attorney and the Sheriff of the County aforesaid to whom the said writ was in form aforesaid directed makes return thereof to the Court here thereon endorsed to wit, "Copies, I Bennett Shff."

And the said Samuel Wright being called appears in Court here by John Leeds Harr Esquire his attorney whereupon on motion of the said Wilmer by his said Attorney it is ruled by the Court here that the said Samuel Wright give special Bail in the plea aforesaid. Whereupon a certain Henry Thomas of Talbot County aforesaid Yeoman comes into Court here in his own proper person, and with the consent of the said Wilmer by his said attorney becomes pledge and bail for the said Wright, that if it shall happen that the said Wright shall be convicted at the suit of the said Wilmer, then the said Thomas consents that as well the debt aforesaid as all such damages, costs and charges as shall be adjudged unto the said Wilmer shall be levied of his body Lands & Chattels & levied to the use of the said Wilmer, if it shall happen that the said Wright shall not pay the said debt damages Costs and charges or render himself to the prison & Custody of the Sheriff of the County aforesaid on that occasion. Thereupon the said Wilmer by his said attorney prays leave of the Court here to imparle until the next Court and he hath it, the same day is given to the said Wright then &c.

At which said next Court, to wit, on the fourth Monday of May, in the year eighteen hundred and thirteen came again into Court here the parties aforesaid by their attorneys aforesaid & thereupon the said Wright by his said Attorney prays that the said Wilmer may declare against him the said Wright in the plea aforesaid whereupon it is ruled by the Court here that the said Wilmer declare against the said Wright in the plea aforesaid and if the said Wilmer doth not declare against the said Wright in the plea aforesaid Judgment will be rendered against him by default. And the said Wilmer by his said Attorney prays leave of the Court here to imparle until the next Court & he hath it the same day is given to the said Wright then &c. At which said next Court, to wit, on the second Monday of November, in the year Eighteen hundred and thirteen until which day the said Wilmer had leave to imparle, and then to declare against the said Wright in the plea aforesaid came as well the said Wilmer as the said Wright by their attorneys aforesaid and the said Wilmer by his said attorney declares against the said Wright in the plea aforesaid as follows to wit. "Talbot County, to wit, Samuel Wright late of Talbot County, Yeoman was summoned to answer unto Perry Wilmer in a plea that he render unto him the sum of Three hundred and ninety Dollars & nine Cents money of account of the United States of America of the value of One hundred & fifty six pounds five shillings and eight pence half penny current money which to him he owes & unjustly detains &c. And whereupon the same Perry Wilmer by John Goldsborough his Attorney says that the said Samuel Wright, on the twenty third day of March, in the year Eighteen hundred & twelve at the County aforesaid by his certain Bill obligatory, which sealed with the seal of the said

Wright, the said Wilmer here into Court doth bring, the date whereof is the same day and year aforesaid, promised & obliged himself to pay or cause to be paid to the said Perry Wilmer the aforesaid sum of Three hundred & ninety Dollars and nine Cents, current money of Maryland when thereto afterwards he should be requested. To which payment to be made to the said Samuel Wright did bind himself his heirs Executors & Administrators jointly by the same Bill obligatory. Nevertheless the said Samuel Wright (all the aforesaid requisites) the aforesaid sum of current money, or any part thereof to the said Perry Wilmer yet hath not paid, but the same to pay to him the said Perry Wilmer, the said Samuel Wright hath hitherto altogether refused and still doth refuse to the damage of the said Perry Wilmer, in the sum of two thousand pounds current money and therefore he brings this Suit &c. John Doe &c.
John Goldsborough Attorney for plaintiff. Pledges &c. Richard Roe

The Bill obligatory, mentioned in the foregoing Declaration, is as follows, to wit

"For value received. I promise and oblige myself my heirs Executors and administrators to pay or cause to be paid to Perry Wilmer, his heirs Executors, Administrators or assigns, the full and just sum of Three hundred and ninety Dollars & nine cents current money of Maryland with legal Interest thereon from the date hereof. In witness whereof I have hereunto set my hand & affixed my seal this twenty third day of March A. Domini Eighteen hundred & twelve. S. Wright (Seal)

And the said Wright by his said attorney defends the force and injury when &c. and saith that he cannot gainsay the action aforesaid of the said Wilmer, nor can he deny but that he owes unto the said Wilmer the aforesaid sum of Three hundred and ninety Dollars & nine Cents Current money in manner and form as the said Wilmer above against him hath complained. Therefore it is considered by the Court here that the said Perry Wilmer recover against the said Samuel Wright as well the said sum of Three hundred and ninety Dollars and nine Cents current money his debt aforesaid in form aforesaid acknowledged, as the sum of seven Dollars and seventy five Cents for his damages which he hath sustained as well by reason 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 Wilmer by the Court here on his assent, and the said Wright in mercy &c.

Memorandum. Judgment was confessed in this Action, on the 15th day of November 1813. for Debt & Costs, take Interest from the 23d day of March 1812. till paid & Costs. payments if any to be allowed. And thereupon the said Wright by his said attorney aforesaid prays that he may appeal from the Judgment aforesaid of the Court here so aforesaid rendered to the high Court of Appeals and to him the same is granted by the Court here, whereupon the said Wright exhibitith to the Court here an Appeal Bond entered into by himself and two Sureties, which by the Court here are approved of, the tenor whereof ensueth in the following words, to wit. "Know all men by these presents that we Samuel Wright Senr. Charles Gibson & Henry Thomas are held & firmly bound unto Perry Wilmer in the full and just sum of Nine hundred Dollars Current money of Maryland, to be paid to the said Perry Wilmer his certain attorney, Executors, Administrators or assigns, to the payment whereof well and truly to be made & done we bind ourselves our heirs executors and administrators, jointly and severally firmly by these presents. Sealed with our seals and dated this 23d day of November in the year of our Lord Eighteen hundred and thirteen. Whereas at a County Court of the State of Maryland holden for Talbot County, at Easton in the said County, before the Judges thereof at the November Term of the said Court in the year of our Lord Eighteen hundred and thirteen the said Perry Wilmer obtained a Judgment against the said Samuel Wright dec. for as well the sum of Three hundred & ninety Dollars and nine Cents current money of Maryland as for the sum of seven Dollars and seventy five Cents Costs of suit, with Interest on the Debt aforesaid from the twenty third day of March Eighteen hundred and twelve till paid & Costs, by which said Judgment the said Samuel Wright Jr. 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 therefore of the foregoing Obligation is such that if the said Samuel