Denning the sum of four hundred pounds current money in the Condition aft. mentioned with the Interest thereon due, or any part thereof, nor did he the said George ever receive from him the said William in his lifetime the said sum of four hundred pounds current money with interest as aft. in full satisfaction & discharge of the said Condition of the writing obligatory aft. as she by her plea aft. above hath alledged and this he prays may be enquired of by the Country, and the said Elizabeth also. Whereupon for trying the issues aft. joined it is ordered by the Court here that twenty persons from the panel of petit jurors returned to the Court here by the Sheriff of Kent County aft. be drawn by ballot according to the act of Assembly in such case made and provided, and thereupon the twenty persons being so drawn by ballot & written upon two lists one of which said lists is delivered to the Counsel for the respective parties and the Counsel for the plaintiff having stricken out four persons from the said list & the Court having stricken four persons from the said list (the Counsel for the defendant having refused to strike) thereupon the remaining twelve persons being called came to wit. Richard Ringgold Forman and George C. Sandy, Thomas Whittington, John Bradshaw, Benjamin Massey, William Palmer, Nathan Catchinson, Benjamin Prescott, William Smith, Simon Smith, Isaac Caulk, and Nathaniel Hynson, who being empannelled sworn to say the truth in the premises upon their Oath do say, that the said William Thomas in his lifetime did not pay to the said George the said sum of four hundred pounds current money, in the Condition aft. mentioned with the Interest thereon due according to the form and effect of the same Condition or any part thereof, nor did he the said George ever receive from him the said William in his lifetime the said sum of four hundred pounds current money with the interest as aft. in full satisfaction & discharge of the said Condition of the writing obligatory aft. as the said George Denning — by replying above hath alledged and they find the sum of Three hundred and forty seven pounds four shillings six pence is really and justly due to the said George Denning on the said writing obligatory. Therefore it is considered by the Court here that the said George Denning recover against the said Elizabeth Thomas Executrix aft. as well the sum of three hundred and forty seven pounds four shillings and six pence current money his debt aft. by the Jurors aft. in form aft. assessed as also the sum of thirty two Dollars and eighty eight and one third cents current money by the said Court here on his assent assessed for his damages which he had sustained as well by occasion of the detention of that debt as for his costs and charges by him about his Suit in this behalf laid out & expended to be levied of the goods & chattels which were of the said William Thomas at the time of his death in the hands of the said Elizabeth Thomas remaining to be administered if so much thereof she hath & if so much thereof in her hands to be administered she hath not then the damages costs and charges aft. to be levied of the proper goods & chattels of the said Elizabeth Thomas and that the said George Denning have thereof his execution &c.

Memorandum. Before the Jurors aft. withdrew from the bar of the Court here the said Elizabeth Thomas by her attorney aft. filed in Court here the following Bill of Exception to wit

George Denning use of Henry Ray
vs
Elizabeth Thomas Extx of William Thomas

} At the trial of this cause the defendant in order to support the issues joined on her part produced an account stated between George Denning & the defendants Testator which is in the following words and figures, to wit.

Dr. George Denning in acct. with William Thomas 1793. Jany. 1. To moiety of the rent of the Farm I purchased of you £40.0.0. To one years Interest on do. up to 1st Jany. 1794. 3.12.0. To Jos. Emerson Squire as pr. your rect. 12.0.0. To Int. on same from 1st Octr. 1792. to the 1 Jany. 1794. 5.19.2. To pd. Mr. Riley as pr order & your bond taken up £51.12.6. To Int. on same from 17 Augt. 1792. to 1 Jany. 1794 — 4.5.1. To pd. William Spencer for your Note as pr order & Note taken up £20.1.9. To Int. on said Note from 21 November 1791. to the 1 Jany. 1794 — 2.12.0. To pd. William Bradley Esq. for your bond

11.5.0. To Int. on said bond from 1 March 1791. up to 1 Jany. 1794. 1.14.9. To amt. of your acct. with William Thomas Dec. due 6 February 1793. — 33.17.5½. To Int. on said acct. from 6 February 1793. to 1 Jany. 1794 2.2.2. To pd. Dod. William Clearey for amt. of your notes taken up 1.1.5. To Int. on said Note from 20 Dec. 1791. up to 1 Jany. 1794 — 0.14.5. To pd. John Woodland Esq. as pr order 52. To Int. on same on your from 1 Jany. from 1 Jany. 1793. to Jany. 1. 1794. — 3.2.4½. To pd. William Mann as pr order 1 Jany. 1793. 5.5. To Int. on your up to 1 Jany. 1794 6.3. To drawing 2 Deeds 1.10. To cash paid for you at Dover in December 1793. — 1.9.3. To cash paid Daniel Kinch Dec. as pr rect. 4.8.6. To Cash paid Joseph Hall Dec. 1793. as pr rect. 16.6. To Cash paid Saml. Freeman as pr your order in Nov. 1793. & 31 Dec. 93. — 18.17.7. To pd. Emmund Lynch as pr your receipt 229.15.0. To Int. on same from 24 Oct. 1792. up to 1 Jany. 1794 — 16.7.3. To Balance due George Denning 1 Jany. 1794 — 73.11.9¼ — £42.0.0. Cr. Oct. 1792. By my bond payable 1 Jany. 1793. 300.0.0. By Int. 1 year to 1 Jany. 1794 — 18.0.0. By my Bond dated in Oct. 1792. with Int. from 1 Jany. 1793. & payable 1 Jany. 1794 — 400.0.0. By Int. on said Bond from 1 Jany. 1793. to 1 Jany. 1794 24.0.0. £742. By Balance as pr acct. 73.11.9¼.

I do hereby acknowledge the above and within Statement to be just true and the several sums of money herein stated to have been paid by William Thomas. I acknowledge the right and equitable to my several orders drawn on him which said orders drawn by me previous to my assigning his Bonds herein credited to Mrs. Mary Woodland & that I had received no money nor drawn any orders on him on account of the said Bonds since the assignment of the said Bonds to the said Mary Woodland. Witness my hand this second day of September 1794. George Denning — Witness James H. Graves, Archibald Fowler.

Which she proved by one of the subscribing witnesses Archibald Fowler who proved that he saw the said George Denning sign the receipt to the said account and that he at that time signed as a Witness to the same together with James H. Graves who is since dead, the plaintiff then produced the original bond which had not been filed in the cause but gave no evidence of the assignment on the same signed George Denning. Upon this Evidence the plaintiff objected to the said paper containing the said account and the receipt to the same going in evidence to the Jury and the Court were of opinion that the same was not proper and admissible evidence to go to the Jury & did reject the same being of opinion that the admission of the assignor made subsequent to the assignment as evidence in the adjustment itself of payments made to him ought not to be received as testimony to prejudice the rights of the assignee, to which opinion the defendant by her Counsel excepted & prayed the Court to sign this their Bill of Exception R. J. Earle for the defendant. And thereupon the said Elizabeth Thomas by her attorney aft. prays an appeal from the judgment aft. so as aft. rendered to the Court of appeals of the State of Maryland to be held for the Eastern Shore of the said State and it is granted to her. Whereupon the said Elizabeth Thomas by her attorney aft. 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 Elizabeth Thomas, Joseph Mann and William Spencer are held & firmly bound unto George Denning in the full and just sum of seven hundred pounds current money of Maryland to be paid to the said George Denning 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 seventeenth day of april in the year of our Lord eighteen hundred and ten. 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 March Term of the said Court in the year of our Lord eighteen hundred and ten the said George Denning obtained a Judgment against the said Elizabeth Thomas Extx of William Thomas for as well the sum of eight hundred pounds current money of Maryland debt as for the sum of thirty two dollars and eighty three cents costs of suit, by which said judgment