And the said Thomas L. Haddaway being called appears in Court here by John Leeds Kerr Esquire his attorney, thereupon on motion of the said Sarah Ann Price by her said attorney it is ruled by the Court here that the said Thomas L. Haddaway give special bail in the plea aft. Whereupon a certain William Caulk of said County, comes into Court here in his own proper person and with the consent of the said Price by her said Attorney becomes pledge and bail for the said Haddaway, that if it shall happen that the said Haddaway shall be convicted at the suit of the said Price in the plea aforesaid then the said Caulk consents that as well the debt aft. as all such damages costs & charges as shall be adjudged unto the said Price shall be made of his body, lands and chattels, and levied to the use of the said Price, in case the said Haddaway shall not pay the said debt, damages costs & charges or render himself to the prison & custody of the Sheriff of the County aft. on that occasion.

Thereupon the said Price by her said Attorney, prays leave of the Court here to imparle until the next Court and she hath it, the same day is given to the said Haddaway then &c.

At which said next Court, to wit, on the fourth Monday of May in the year eighteen hundred & fourteen come again into Court here the parties aft. by their attornies aft. thereupon the said Haddaway (by his said attorney) prays that the said Price may declare against him in the plea aft. Whereupon it is ruled by the Court here, that the said Price declare against the said Haddaway in the plea aft. and if the said Price doth not declare against the said Haddaway in the plea aft. Judgment will be rendered against her by default: and thereupon the said Price by her said attorney prays leave of the Court here to imparle until the next Court to declare against the said Haddaway in the plea aft. and she hath it, the same day is given to the said Haddaway then &c. At which said next Court to wit, on the second Monday of November in the year eighteen hundred and thirteen, come again into Court here as well the said Price, administratrix as aft. as the said Thomas L. Haddaway by their respective attornies aft. and the said Price by her said Attorney declares against the said Haddaway in the plea aft. as follows, to wit: Talbot County ss. Thomas L. Haddaway late of Talbot County, Ship Carpenter, was summoned to answer unto Sarah Ann Price, administratrix of all and singular the goods & chattels rights and credits which were of John W. Price of a plea that he render unto her, the sum of four hundred and eight dollars and nine cents money of account of the United States of America of the value of one hundred and fifty three pounds eight pence current money of Maryland which from her he unjustly detains &c. And whereupon the said Sarah W. Price, administratrix of the said John W. Price, deceased aft. by John Leeds Kerr her Attorney saith that whereas the said Thomas L. Haddaway on the first day of April in the year one thousand eight hundred and eleven at Talbot County aft. by his certain Bill obligatory acknowledged himself to be held & firmly bound unto the said John W. Price in his lifetime in the said sum of four hundred and eight dollars and nine cents current money to be paid to the said John W. Price his executors administrators or assigns when afterwards he should be thereunto required. Nevertheless the said Thomas L. Haddaway (altho' often thereunto required) the said sum of four hundred and eight dollars and nine cents current money or any part thereof to the said John W. Price in his lifetime, or to the said Sarah W. Price since the death of the said John (to which said Sarah administratrix of all and singular the goods & chattels rights & credits which were of the said John at the time of his death was by the Orphans Court of the County aft. after the death of the said John in due form of law committed) hath not rendered or did but the said sum of four hundred and eight dollars and nine cents current money to him the said John in his lifetime, or to the said Sarah since the death of the said John hitherto to render or pay he hath altogether refused, and still doth refuse to render the same to the said Sarah. Whereupon the said Sarah saith she is the worse and hath damage to the value of one thousand Dollars current money, and in delay of the execution of the administration aft. Therefore the said Sarah brings her suit &c. forsooth, and brings here into Court as well the bill obligatory aft. sealed with the seal of the said Thomas L. Haddaway which testifies the debt aft. as in form aft. the date whereof is the day & year aft. as the letters of administration aft. which sufficiently prove to the Court here the granting thereof to the said Sarah in form aft. the

date thereof is the day & year in that behalf above mentioned.

John Leeds Kerr for the plff. pledges &c. John Doe & Richard Roe.

The Bill obligatory mentioned in the foregoing Declaration is as follows to wit. $408.09. For value received I promise and oblige myself, my heirs, executors or administrators to pay or cause to be paid unto John W. Price, or his certain Attorney, heirs executors, administrators or assigns the full and just sum of four hundred and eight dollars and nine cents, current money with legal interest thereon from the date hereof till paid. Witness my hand and seal this first day of April one thousand eight hundred and eleven. (1811.) Thomas L. Haddaway (Seal) Test William Skinner.

Thereupon the said Haddaway (by his attorney aft.) prays leave of the Court here to imparle until the next Court and he hath it the same day is given to the said Price then &c. At which said next Court to wit on the fourth Monday of May, in the year eighteen hundred and fourteen, come again into Court here the said Haddaway (by his said attorney, and also the said Price by John Goldsborough Esqr. her attorney; thereupon the said Haddaway by his said attorney defends the force and injury when &c. and saith that he cannot gainsay the action aft. of the said Price, nor can he deny but that he owed unto the said John W. Price in his lifetime the aft. sum of four hundred and eight dollars and nine cents current money in manner and form as the said Sarah, administratrix as aft. above against him by plea in hath alleged, therefore it is considered by the Court here that the said Sarah Price administratrix as aft. recover against the said Thomas L. Haddaway as well the said sum of four hundred and eight dollars & nine cents, current money her debt aft. in form aft. acknowledged as the sum of twenty dollars and seventy five cents for her damages which she hath sustained as well by occasion of the detention of the said debt, as for her costs and charges by her about her suit in this behalf expended; adjudged unto the said Sarah by the Court here with her assent; & the said Haddaway &c.

Memorandum. Judgment was confessed in this action on the 24th. day of May 1814. for Debt & Costs tax. Interest from the 1st day of April 1811. till paid & costs, payments if any to be allowed.

Thereupon the said Haddaway by his said Attorney prays that he may appeal from the Judgment aft. of the Court here so as aft. rendered to the high Court of appeals and to him the same is granted by the Court here; Whereupon the said Haddaway, exhibited to the Court here an appeal Bond entered into by himself and two persons which by the Court here are approved of the tenor whereof is in the words following to wit. "Know all men by these presents that we Thomas L. Haddaway, Daniel Fiddeman & Nathan Harrington of Talbot County, are held and firmly bound unto Sarah Price, administratrix of John W. Price, deceased, in the full and just sum of one thousand Dollars, current money of Maryland, to be paid to the said Sarah Price, administratrix as aft. her Attorney, Executors administrators or assigns; to the payment whereof well and truly 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 28th. day of May, in the year of our Lord eighteen hundred and fourteen.

"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 May Term of the said Court in the year of our Lord eighteen hundred and fourteen the said Sarah Price, administratrix as aft. obtained a Judgment against the said Thomas L. Haddaway as well the sum of four hundred dollars and nine cents, current money of Maryland, a certain Debt, as for the legal costs of suit, together with legal interest on the debt aft. to be taxed according to the tenor of the bill obligatory filed in the suit, with an allowance for payments, by which said Judgment the said Thomas L. Haddaway, deems himself aggrieved and therefrom 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 Thomas L. Haddaway appellant, shall not pursue the directions of an Act of assembly entitled "an Act for regulating Writs of error and granting Appeals from and to the Courts of Common Law within this province" at the next Court ensuing before whom the appeal aft. ought to be tried, and prosecute the same appeal with effect, and also satisfy and pay to the said Sarah Price administratrix as aft. her executors, administrators or assigns in case the said Judgment shall be affirmed, as well all and singular the Debt, Interest & Costs adjudged by the Court before