effect of the said Note. And whereas the said Jacob afterwards that is to say, on the seventh day of May in the year eighteen hundred and thirteen, at the County afs. was indebted to the said Philip in another sum of twenty seven hundred and sixty dollars and forty nine cents for the like sum of money by the said Jacob before that time had & received to and for the use of the said Philip, being so indebted he the said Jacob, in Consideration thereof afterwards that is to say, on the day and year last afs. at the County afs. undertook & then and there faithfully promised the said Philip to pay him the said last mentioned sum of money, when he should be thereunto afterwards requested. And whereas also the said Jacob afterwards that is to say, on the same day and year last aforesaid at the County accounted together with the said Philip of and concerning divers other sums of money before that time due & owing from the said Jacob to the said Philip, and then and there being in arrear and unpaid, and upon that account the said Jacob was then and there found in arrear and indebted to the said Philip in another sum of twenty seven hundred and sixty Dollars and forty nine cents current money and being so found in arrear and indebted the afs. Jacob in consideration thereof afterwards that is to say, the same day and year aforesaid at the County aforesaid undertook, and to the said Philip then and there faithfully promised that he the said Jacob would well and truly pay and satisfy to the said Philip the aforesaid sum of twenty seven hundred and sixty dollars and forty nine cents current money when he should be thereunto afterwards requested. Nevertheless the said Jacob (although often requested) that is to say on the day and year last aforesaid and often afterwards at the County afs. hath not yet paid the said several sums of money, or either of them, or any part or either of them to the said Philip, but to pay the same several sums of money or either of them or any part or either of them to the said Philip he the said Jacob hath hitherto wholly refused and still doth refuse to the damage of the said Philip in the sum of five thousand Dollars current money and therefore he brings this suit &c. &c. &c. S. L. Kerr for Plff. Pleas &c. John Doe & Richard Roe.

The writing Obligatory mentioned in the foregoing Declaration ensues in these words & figures to wit. Dollars 2760.49. Baltimore May 7th 1810. On the third day of May eighteen hundred & thirteen I promise to pay to Philip Thomas or Order twenty seven hundred and sixty dollars and forty nine cents (at the Farmers Bank of Maryland and at Annapolis) for value received

Jacob Gibson

Whereupon the afs. Jacob Gibson by Thomas James Bullitt, Esquire his Attorney, comes & defends the force and injury &c. and saith that he cannot deny the action afs. against him brought by the said Philip Thomas nor but that he the said Jacob Gibson did assume upon himself in manner & form as the said Philip above against him complains, nor likewise but that the said Philip hath sustained damages by reason of the non performance of the promise and assumption afs. to the sum of five thousand dollars current money as he the said Philip above by declaring suppose. Whereupon the said Philip Thomas by his Attorney prays Judgment for the damages so acknowledged together with his Costs & Charges by him about his suit in this behalf laid out & expended to be adjudged &c. Therefore it is considered by the Court here that the said Philip recover against the said Jacob Gibson, as well the sum of five thousand Dollars current money above acknowledged for his Damages which he hath sustained by reason of the non performance of the promise & assumption afs. as the sum of eleven Dollars and twenty seven Cents adjudged by the Court here unto the said Philip Thomas for his Costs and Charges by him about his suit in this behalf laid out & expended, and the said Jacob in mercy &c.

Memorandum. Judgment was entered in this Action on the first day of June eighteen hundred and fourteen, for the sum of five thousand dollars current money damages & Costs of suit, and the Plaintiff agrees to release the said Damages upon the payment of the sum of twenty seven hundred and sixty dollars and forty nine Cents with Interest thereon from the third day of May eighteen hundred and thirteen until paid & the Costs of suit. And thereupon the said Jacob Gibson by his Attorney aforesaid prays that he may appeal from the Judgment aforesaid of the Court here so as afs. rendered to the high Court of appeals, and to him the same is granted by the Court here. Whereupon

the said Jacob Gibson exhibits to the Court here an Appeal Bond, entered into by himself and two others which by the Court here are approved of, the tenor whereof follows in the following words to wit.

Know all men by these presents that we Jacob Gibson and John Bennett & Charles Gibson all of Talbot County, in the State of Maryland are held & firmly bound unto Philip Thomas in the full and just sum of five thousand Dollars, current money of Maryland to be paid to the said Philip Thomas his certain attorney his executors administrators or assigns, to the payment whereof well and truly to be made & done we bind ourselves our heirs executors & administrators, jointly and severally firmly by these presents. Sealed with our seals and dated this seventh day of June, in the year of our Lord eighteen hundred & 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 Philip Thomas obtained a Judgment against the said Jacob Gibson as well for the sum of five thousand Dollars, current money of Maryland damages as for the Costs of suit, to be released on the payment of the sum of two thousand seven hundred and sixty dollars and forty nine cents current money with lawful Interest thereon from the seventh day of May in the year eighteen hundred and thirteen till paid & costs by which said Judgment the said Jacob Gibson 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 Jacob Gibson Appellant, shall not prosecute the direction of an Act of Assembly entitled an Act for regulating Writs of error and granting appeals from the the County of Common Pleas within this province at the next Court convening before whom the appeal aforesaid ought to be tried, and prosecute the same appeal with effect, and also satisfy and pay to the said Philip Thomas his executors administrators or assigns in case the said Judgment shall be affirmed as well and singular the damages & costs adjudged by the Court before whom the action aforesaid was first brought and from whose Judgment the appeal aforesaid was made; as also all costs and damages that shall be awarded by the Court before whom the appeal aforesaid shall be heard, tried and determined, then the said Obligation to be void and remain in full force and virtue in Law otherwise of no effect.

Jacob Gibson (Seal) J. Bennett (Seal) Chas. Gibson (Seal) — Signed Sealed & delivered in the presence of Saml. Dickering.

Whereupon it is ordered by the Court here that a Record of the proceedings aforesaid with all things thereunto relating be transmitted to the high Court of appeals of the State of Maryland to be held at Easton on the first Monday of June instant and they are transmitted accordingly.

In Testimony that the foregoing is a truly and exactly taken from the Record of proceedings in Talbot (Seal) County Court, I hereto set my hand & affix the public seal of my office this 7th June 1814.

J. Locherman Clk.

And now here comes into the Court of appeals the as well the said Philip Thomas by John Leeds Kerr Esquire his Attorney, as the said Jacob Gibson by Thomas J. Bullitt, Esquire, his Attorney; and the said Jacob Gibson by his Attorney aforesaid saith that in the record and proceedings aforesaid and also in the giving of Judgment aforesaid there is manifest error in this, to wit, that by the record aforesaid it appears that the Judgment aforesaid in the plea aforesaid given was given for the said Philip Thomas against the said Jacob Gibson, when by the law of the land that Judgment ought to have been given for the said Jacob Gibson against the said Philip Thomas, therefore in that there is manifest error &c. he prays that the Judgment aforesaid for that error and others being in the record and proceedings aforesaid may be reversed, annulled & held entirely as void, and that he the said Jacob Gibson may be restored to all that he has lost by occasion of the said Judgment, and that the said Philip Thomas may rejoin to the errors aforesaid &c. And the said Philip Thomas by his Attorney aforesaid saith there is no error in the record & proceedings aforesaid or in the rendition of the Judgment afs. and he prays likewise that the Court here may proceed to the examination, as well of the record and proceedings aforesaid, as of the matters aforesaid by the said Jacob Gibson, above for error assigned, and that the said Judgment may be in all things affirmed &c. Whereupon it is ruled by the Court here that the matters in controversy, between the parties aforesaid be argued &c.