Lettuce to render a pay, he hath altogether refused and still doth refuse, whereupon the said Benjamin saith he is the worse, and hath damage to the value of forty pounds current money and therefore he brings his suit and so forth. And the said Benjamin brings here into Court the bill obligatory aforesaid sealed with the said Samuel, which testifies the debt aforesaid in form aforesaid, the date whereof is the same day and year aforesaid and so forth.

B. Hanes, atty for Plff — Plaintiff, Vs. John Doe & Richd Roe.

Oyer of Bill is as follows, viz. Sl. Promise to pay, Benjamin B. Wroth or Order, the sum of thirty pounds three shillings and eleven pence, current money of Maryland, with legal Interest thereon from the date hereof. Witness my Hand and seal this fifteenth day of July eighteen hundred and twelve. Samuel G. Hemard (Seal) — And the said Samuel G. Hemard by his Attorney aforesaid defends the force and injury when &c. and saith that he cannot deny the action aforesaid of the said Benjamin B. Wroth so as aforesaid against him brought, nor but that he owes to the aforesaid Benjamin B. Wroth the aforesaid sum of thirty pounds three shillings and eleven pence, current money in such manner and form as the aforesaid Benjamin B. Wroth above against him hath complained, nor but that the aforesaid Benjamin B. Wroth hath sustained damage by reason of the detention of the debt aforesaid, to the sum of fifteen pounds current money, in like manner and form as the aforesaid Benjamin B. Wroth within against him hath complained, besides his costs and charges by him about his suit in this behalf laid out and expended &c. And hereupon the aforesaid Benjamin B. Wroth by his attorney aforesaid, prays Judgment for his debt aforesaid so as aforesaid confessed, together with his damages so as aforesaid acknowledged, as also for his costs and charges by him about his suit in this behalf laid out and expended, to him to be adjudged and so forth. Therefore it is considered by the Court here, that the said Benjamin B. Wroth recover against the said Samuel G. Hemard as well the said sum of thirty pounds three shillings and eleven pence, current money his debt aforesaid in form aforesaid confessed, as the said sum of fifteen pounds like money his damages aforesaid acknowledged to be sustained by reason of the detention of the said debt, as also the sum of seven dollars and twenty six cents by the Court here into the said Benjamin B. Wroth on his account adjudged for his costs and charges by him about his suit in this behalf laid out and expended, and the aforesaid Samuel G. Hemard in mercy and so forth.

Memorandum. Judgment was rendered in this cause on the first day of April in the year eighteen hundred and fourteen, for thirty pounds three shillings and eleven pence current money debt, and fifteen pounds Damages and Costs of Suit. Damages to be released on payment of Interest on the said debt from the fifteenth day of July in the year eighteen hundred and twelve until paid. Test B. Chambers Clk.

Afterwards to wit, on the said first day of April, in the year of our Lord One thousand eight hundred and fourteen, the said Samuel G. Hemard by his Attorney aforesaid, prays an appeal from the Judgment aforesaid so as aforesaid rendered to the Court of Appeals of the State of Maryland, to be holden for the Eastern Shore of the said State, and to him it is granted, Whereupon the said Samuel G. Hemard by his Attorney aforesaid files in Court here a certain writing obligatory commonly called an appeal Bond, of which is contained within the following words, that is to say. "Know all men by these presents that we Samuel G. Hemard, John Eldon Hemard and Philip G. Hemard are held and firmly bound unto Benjamin B. Wroth, in the full and just sum of ninety five pounds eight shillings and tenpence current money of Maryland, to the paid to the said Benjamin B. Wroth his certain Attorney, Executors, Administrators or Assigns to the payment whereof well & 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 first day of April in the year of our Lord eighteen hundred and fourteen. 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 the March term of the said Court in the year of our Lord eighteen hundred and fourteen, the said Benjamin B. Wroth obtained a judgment against the said

Samuel G. Hemard for as well the sum of thirty pounds three shillings and eleven pence current money a certain debt of the said Samuel G. Hemard, as for the sum of fifteen pounds damages and the sum of seven dollars twenty six cents costs of Suit, by which said Judgment the said Samuel G. Hemard 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 Samuel G. Hemard Appellant shall not pursue the direction of an act of Assembly, entitled an act for regulating writs of error and granting appeals from and to the Courts of common pleas within this province at the next Court succeeding before whom the appeal aforesaid ought to be tried and prosecute the same appeal with effect, and also satisfy and pay to the said Benjamin B. Wroth, his 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 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 this said Obligation to be void and remain in full force and virtue in Law, otherwise of no effect. Samuel G. Hemard (Seal) John Eldon Hemard (Seal) Philip G. Hemard (Seal)

Signed, sealed and delivered, in the presence of Mary Ann Anderson

Which being read and heard and the sureties in the said Bond being by the Court here approved, it is therefore ordered by the said Court here that the record and proceedings aforesaid in the plea aforesaid with all things thereunto relating, be transmitted to the said Court of Appeals of the said State and the same are transmitted to the said Court accordingly. Attest. B. Chambers Clk

Kent County Sc. I hereby Certify that the within and aforegoing is truly and faithfully taken from the Record of Proceedings of the County Court of Kent. In Testimony whereof I have hereunto affixed my name and affixed the public Seal of my Office on this third day of June, in the year of our Lord one thousand eight hundred and fourteen, and in the thirty eighth year of the Independence of the United States of America. Ben Chambers Clk of Kent County Court

And now comes into the Court of Appeals here as well the said Benjamin B. Wroth by Redington & Hanes Esquires his Attorney, as the said Samuel G. Hemard by James E. Barrott, Esquire his Attorney: and the said Samuel G. Hemard by his Attorney aforesaid saith that in the record and proceedings aforesaid & 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 Benjamin B. Wroth against the said Samuel G. Hemard when by the law of the land that Judgment ought to have been given for the said Samuel G. Hemard against the said Benjamin B. Wroth, therefore in that there is manifest error, and he prays that the Judgment aforesaid for that error and others being in the record and proceedings aforesaid may be reversed to all that he has lost by occasion of the said Judgment and that the said Benjamin B. Wroth may return to the error aforesaid &c. 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 and fully discussed as well on the part of the said Samuel G. Hemard as on the part of the said Benjamin B. Wroth before the Judges of this Court here & thereupon further process of day upon the premises aforesaid, between the parties aforesaid by consent of the said parties and their Attorneys aforesaid and by order of the Court here thereon is continued until the last Monday of November next. At which day, to wit, the last Monday of November eighteen hundred and fourteen, come again into the Court of Appeals here the parties aforesaid by their Attorneys aforesaid thereupon further process of day upon the premises aforesaid between the parties aforesaid by consent of the said parties and their Attorneys aforesaid, and by order of the Court here thereon is continued until the first Monday of June next. And now here at this day, to wit, the first Monday of June eighteen hundred and fifteen come again into the Court of Appeals here the parties aforesaid by their Attorneys aforesaid; whereupon as well the Record and Proceedings aforesaid, and the Judgment given in form aforesaid, as the matters aforesaid by the said Samuel G. Hemard above for errors assigned, being seen and fully understood by the Court here and mature deliberation thereupon had, for it appears to the Court here that there is no error either in the Record