faith out of the County Court here the Writ of the State of Maryland of Capias ad respondendum to the sheriff of Kent County aforesaid directed, in the words and figures and of the tenor following towit: "Kent County, towit. The State of Maryland. To the Sheriff of Kent County Greeting: You are hereby Commanded to take John T. Hemmard late of Kent County if he shall be found in your Bailiwick and him safe keep so that you have his body before the County Court to be held at the Court house, in the Town of Chester in and for the said County of Kent on the third Monday of September next to answer unto Joseph & Gordon & William Sacks in a plea that he render unto them the sum of One hundred and twenty nine Dollars and seven cents current money which to them he owes and unjustly detains &c. hereof fail not at your peril and have you then and there this Writ. Witness the honorable Richard Tilghman Earle Esquire, Chief Judge of the said County Court the fifteenth day of March Anno Domini 1813. Issued this 7. day of May Anno Domini 1813. Ben Chambers Clk."

At which mentioned third Monday of September, being the twentieth day of the same month, in the year eighteen hundred and thirteen, and the day of the return of the aforegoing writ comes into the County Court here the said Gordon & Sacks by their Attorney aforesaid, and the Sheriff of Kent County aforesaid, towit, Edward Browne, Gentleman, to whom the said Writ was in form aforesaid directed & makes return thereof to the Court here, thus endorsed, towit: "Kent County ss. By virtue of this Writ to me directed I have taken the within named John T. Hemmard whose body I have ready before the County Court within named, at the day and place within contained as I am within commanded. so answer Edward Browne Shff."

And the said John T. Hemmard being called appears in Court here by James C. Barroll Esquire his Attorney, and thereupon on motion of the said Gordon & Sacks by his Attorney aforesaid it is ruled by the Court here, that the said John T. Hemmard give special bail in the plea aforesaid. Whereupon a certain Samuel G. Hemmard of Kent County, comes here into Court in his own proper person, (and with the consent of the said Gordon & Sacks by their said Attorney, becomes pledge & bail for the said John T. Hemmard, that if it shall happen that the said John T. Hemmard shall be convicted at the suit of the said Gordon & Sacks in the plea aforesaid, then the said Samuel G. Hemmard consents that as well the debt aforesaid as all such damages, costs and charges as shall be adjudged unto the said Gordon & Sacks in this behalf shall be made of his body, lands and chattels, and levied to the use of the said Gordon & Sacks if it shall happen that the said John T. Hemmard shall not pay the said debt, damages costs and charges or render himself to the prison and custody of the Sheriff of the County aforesaid on that occasion. Thereupon on motion of the said John T. Hemmard by his Attorney aforesaid it is ruled by the Court here that the said Gordon & Sacks declare against the said John T. Hemmard with leave &c. or judgment by the Court here will be rendered against him in default thereof, and the said John T. Hemmard by his Attorney aforesaid prays leave of the Court here to imparle until the third Monday of March next and to him it is granted, the same day is given to the said Gordon & Sacks also. At which mentioned third Monday of March being the twenty first day of the same month in the year eighteen hundred and fourteen, and to which said day the said John T. Hemmard had leave to imparle comes again into Court the parties aforesaid by their Attorneys aforesaid, and the said Gordon & Sacks by their Attorney aforesaid now declare in the Court here against the said John T. Hemmard in the plea aforesaid in manner and form following towit: Kent County, towit. John T. Hemmard late of Kent County was summoned to answer unto Gordon & Sacks in a plea that he render unto them the sum of One hundred and twenty nine Dollars & seven Cents Current money which to them he owes and unjustly detains &c.

And whereupon the said Joseph and William by William Barroll their Attorney say that whereas the aforesaid John on the sixteenth day of September eighteen hundred and twelve at Kent County aforesaid by his certain Bill obligatory, with his seal sealed & to the Court here shewing, the date whereof is the day and year aforesaid, acknowledged himself to be held and firmly bound unto the said Joseph and William in the aforesaid sum of

two hundred and twenty nine dollars, and seven cents current money of Maryland to be paid to the said Joseph & William with legal Interest thereon, on or before the first day of October then next ensuing — Nevertheless the aforesaid John altho' often thereunto required, the aforesaid sum of money to the aforesaid Joseph and William hath not paid or tendered or paid, but the same to the said Joseph & William altho' to render or pay he hath altogether refused and still doth refuse to the damage of the said Joseph and William in the sum of Two hundred Dollars current money, and therefore they bring suit &c. M. Barroll for pltfs — Pledges &c. John Doe & Richard Roe —

Thereupon on motion of the said Gordon & Sacks by their Attorney aforesaid, it is ruled by the Court here that the said John T. Hemmard, answer to the declaration aforesaid of the said Gordon & Sacks in the plea aforesaid, or Judgment by the Court here will be rendered against him in default thereof, And the said John T. Hemmard by his Attorney aforesaid prays leave of the Court here to imparle until the third Monday of September next, and then to answer unto the Declaration aforesaid of the said Gordon & Sacks in the plea aforesaid and to him it is granted; the same day is given to the aforesaid Gordon & Sacks also. And now here at this day, towit, the said third Monday of September being the twenty first day of the same month, in the year eighteen hundred and fourteen, and to which said day the said John T. Hemmard had leave further to imparle, and then to answer to the Declaration aforesaid of the said Gordon & Sacks in the plea aforesaid, came again into the County Court here the parties aforesaid by their Attorneys aforesaid, and the said John T. Hemmard by his Attorney aforesaid saith that he cannot deny the action aforesaid of the said Gordon & Sacks so as aforesaid against him brought nor but that he owes to the aforesaid Gordon & Sacks, the aforesaid sum of One hundred & twenty nine dollars and seven Cents current money, in such manner & form as the said Gordon & Sacks above against him hath complained, nor but that the said Gordon & Sacks have sustained damage by reason of the detention of the debt aforesaid, as the sum of forty dollars current money, in like manner and form as the aforesaid Gordon & Sacks within against him have complained besides their Costs and Charges by them about their suit in this behalf laid out and expended &c. and hereupon the aforesaid Gordon & Sacks by their Attorney aforesaid pray Judgment for their debt aforesaid so as aforesaid confessed, together with their damages so as aforesaid acknowledged as also for their Costs and charges by them in this behalf laid out and expended to be adjudged and so forth. Therefore it is considered by the Court here that the said Gordon & Sacks recover against the said John T. Hemmard as well the said sum of One hundred and twenty nine dollars and seven cents their debt aforesaid in form aforesaid confessed as the said sum of forty dollars current money his damages aforesaid so as aforesaid acknowledged to be sustained by reason of the detention of the said debt, as also the sum of eight dollars and thirty seven Cents by the Court here unto the said Gordon & Sacks in their assessed adjudged for their Costs & Charges by them about their suit in this behalf laid out and expended & the aforesaid John T. Hemmard in mercy &c. —

Memorandum. Judgment was rendered in this cause on the twelfth day of December in the year eighteen hundred and fourteen for One hundred and twenty nine Dollars and seven Cents current money debt, and forty dollars current money, damages and eight dollars and thirty seven cents costs. Damages to be released on payment Interest on the debt from the sixteenth day of September in the year eighteen hundred and twelve, until paid. Test Ben Chambers Clk.

Afterwards, towit, on the twentieth day of February, in the year eighteen hundred and fifteen, the said John T. Hemmard by his Attorney aforesaid, prays an appeal from the Judgment aforesaid so as aforesaid rendered to the Court of Appeals of this State of Maryland to be held for the Eastern Shore of the said State, and the same is granted unto him. Whereupon the said John T. Hemmard by his Attorney aforesaid files in Court here a certain Writing obligatory commonly called an Appeal Bond, and which is contained in the following words towit: "Know all men by these presents that we John T. Hemmard Samuel G. Hemmard and