John T. Kennard
is not to be found within my bailiwick so that I could not have his body before thesaid County Court
on the day and place within contained as by thesaid Writ I am commanded — so answers Cor. Kennedy
Nevertheless thesaid John T. Kennard by William Barroll, Esquire his Attorney, voluntarily comes into
Court here, and defends the force and injury when &c. and thesaid Samuel Riley by his Attorney aforesaid
declares in the Court here against thesaid John T. Kennard in the plea aforesaid & his manner of
following, to wit: Maryland Kent County ss. John Tilden Kennard late of Kent County aforesaid was
summoned to answer unto Samuel Riley in a plea that he render unto him the sum of One hundred
Dollars current money which to him he owes and unjustly detains from him &c. and whereupon the
said Samuel by S. C. Barroll his Attorney saith that whereas thesaid John Tilden Kennard on the
fourteenth day of January in the year eighteen hundred and twelve at Kent County aforesaid by his
certain bill obligatory, bound himself to pay unto him thesaid Samuel by the name of Samuel Riley
or assigns the sum of One hundred Dollars current money on or before the first day of October next
ensuing the date of thesaid bill: Nevertheless thesaid John, the said sum of One hundred dollars
or any part thereof to him thesaid Samuel hath not contented or paid, altho' so to do thesaid
John was afterwards, to wit, on the first day of November next ensuing the date of thesaid bill
and often afterwards at the County aforesaid by thesaid Samuel requested but the same or any
part thereof to him thesaid Samuel to render & pay he hath altogether refused and still doth
refuse wherefore thesaid Samuel saith he is the worse and hath damage to the value of
two hundred dollars current money, and therefore he brings suit and &c. and thesaid Samuel
brings here into Court the bill obligatory aforesaid, sealed with the seal of him thesaid John which
testifies the debt aforesaid in form aforesaid the date whereof is the day and year aforesaid &c. Profert
S. C. Barroll Atty for Plff. Plea & Dec. Hoore & Rhodes.

Thereupon on motion of thesaid Samuel Riley by his Attorney aforesaid it is ruled by the Court
here that thesaid John T. Kennard answer to the declaration aforesaid of thesaid Samuel Riley
in the plea aforesaid a Judgment by the Court here will be rendered against him in default
thereof, and thesaid John T. Kennard by his Attorney aforesaid prays leave of the Court here to
imparle until the third Monday of September next, and then to answer to the Declaration aforesaid
of thesaid Samuel Riley in the plea aforesaid, and to him it is granted thesame day is given to
the aforesaid Samuel Riley also. At which mentioned 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
thesaid John T. Kennard has leave to imparle, and then to answer to the declaration aforesaid of
the said Samuel Riley in the plea aforesaid come again into the County Court here the parties aforesaid
by their Attorneys aforesaid, and thereupon on motion of thesaid Samuel Riley by his Attorney aforesaid
it is further ruled by the Court here, that thesaid John T. Kennard answer to the Declaration aforesaid
of thesaid Samuel Riley in the plea aforesaid, or Judgment by the Court here will be rendered against
him in default thereof, and thesaid John T. Kennard by his Attorney aforesaid prays leave of
the Court here further to imparle until the third Monday of March next, and then to answer
to the declaration aforesaid of the said Samuel Riley in the plea aforesaid, and to him it is
granted, thesame day is given to the aforesaid Samuel Riley also.

And now here at this day, to wit, the sixth third Monday of March being the twentieth
day of thesaid month, in the year eighteen hundred and fifteen, and to which said day thesaid
John T. Kennard had leave further to imparle, and then to answer to the declaration aforesaid
of thesaid Samuel Riley in the plea aforesaid, come again into the County Court here the parties
aforesaid by their Attorneys aforesaid, and thesaid John T. Kennard by his Attorney aforesaid
saith that he cannot deny the action aforesaid of thesaid Samuel Riley so as aforesaid against
him brought, nor but that he owes to the aforesaid Samuel Riley the aforesaid sum of One hundred
Dollars current money in such manner and form as the aforesaid Samuel Riley above against
him hath complained, nor but that he the aforesaid Samuel Riley hath sustained damage by
reason of the detention of the debt aforesaid, to the sum of fifty dollars current money in
like manner and form as the aforesaid Samuel Riley, within against him hath complained

besides his Costs and charges by him about his suit in this behalf laid out & expended &c. Whereupon thesaid
Samuel Riley by his Attorney aforesaid prays Judgment for his debt aforesaid so as aforesaid confessed, together
with his Damages so as aforesaid solemnly adjudged, as also for his costs and charges by him about his suit in
this behalf laid out & expended to him to be adjudged &c. wherefore it is considered by the Court
here that thesaid Samuel Riley recover against thesaid John T. Kennard, as well thesaid sum of One hundred
dollars current money his debt aforesaid in form aforesaid confessed, as the said sum of fifty Dollars like
money his damages aforesaid acknowledged to be sustained by reason of the detention of thesaid debt
as also the sum of seven dollars and thirteen and one half cents by the Court here unto thesaid Samuel
Riley on his suit adjudged for his costs and charges by him about his suit in this behalf laid out & expended
and the aforesaid John T. Kennard in mercy &c. &c.

Memorandum. Judgment was rendered in this cause on the thirteenth day of March in the year
eighteen hundred and fifteen for One hundred dollars debt and fifty dollars, damages and seven dollars
and thirteen and one half cents costs. Damages to be released on payment of Interest on debt from
the fourteenth day of January, in the year eighteen hundred and twelve till paid

Test Wm Chambers Clk.

Afterwards, to wit, on the twenty fifth day of March, in the year eighteen hundred & fifteen thesaid
John T. Kennard 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 thesame is granted unto him. Whereupon thesaid John T. Kennard by his Attorney
aforesaid 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 John T. Kennard, Samuel G. Kennard, and Philip G. Kennard are held & firmly bound unto
Samuel Riley of Kent County & State of Maryland in the full and just sum of three hundred
fourteen dollars twenty six cents current money of Maryland, to be paid to thesaid Samuel
Riley his Attorney executors, administrators or assigns, to the payment whereof well & 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 twenty fifth day of March in the
year of our Lord eighteen hundred & fifteen. Whereas at a County Court of the State of Maryland
holden for Kent County at Chestertown in thesaid County before the Judges thereof at the March term
of thesaid Court in the year of our Lord eighteen hundred and fifteen, thesaid Samuel Riley obtained
a Judgment against thesaid John T. Kennard for as well the sum of One hundred Dollars a
certain debt, as for the sum of fifty dollars, damages and seven dollars and thirteen cents
Costs of suit, by which said Judgment thesaid John T. Kennard 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 thesaid State. The Condition therefore of the foregoing Obligation is such, that if
thesaid John T. Kennard 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 which the appeal aforesaid ought to be tried
and prosecute the same Appeal with effect, and also satisfy and pay to thesaid Samuel Riley
his executors administrators or assigns in case thesaid Judgment shall be affirmed, as well all &
singular the debt, damages & costs adjudged by the Court before which the Action aforesaid was
first brought, and from whose Judgment the Appeal aforesaid was made, as also all costs
& damages that shall be awarded by the Court before which the Appeal aforesaid shall be
heard tried & determined — Then the said Obligation to be void remain in full force and virtue in
law, otherwise of no effect. John Tilden Kennard (Seal) Sam G. Kennard (Seal) Philip Kennard (Seal)
signed, sealed & delivered, in the presence of John Anderson.

Which being read & heard & the securities in thesaid bond being by the Court here approved, it is
therefore ordered by thesaid Court here, that the bond & proceedings aforesaid, in the plea aforesaid
with all things thereunto relating be transmitted to thesaid Court of Appeals of thesaid State &
the same are transmitted to thesaid Court accordingly. Attest. Wm Chambers Clk