and files in Court here the following plea viz:—

Henry Honey use of Hoddart & Moore vs. Michael Miller } Debt $337.86 &c.— The Defendant makes oath, that at the time he signed the Bill on which this suit is brought he enquired for what sum and for what consideration the Bill was given as he this defendant is unable to read writing— William Apsley who then offered him the Bill, answered that the Bill was given for two hundred dollars, the amount of the purchase money of a negro boy lately bought by the said Apsley— The defendant thereupon signed and sealed the said Bill in full expectation and belief that the same was given for the amount and for the purchase mentioned by said Apsley and therefore this defendant says that the said Bill is not his deed; And therefore the said Michael by E. W. Chambers his attorney comes and defends the force and injury when andsoforth, and saith that he ought not to be charged with the debt aforesaid, by virtue of the Bill obligatory aforesaid, because he saith that the said Bill Obligatory is not his deed, and of this he puts himself upon the Country; and the said Henry does likewise the same &c.— E. W. Chambers Atty. for Deft. — sworn to in open Court, Test: Ben: Chambers Clk.

thereupon further process of upon the premises aforesaid, between the parties aforesaid by consent of the said parties and their attornies aforesaid, and by order of the Court here thereon is further continued until the third monday of March next— At which mentioned third monday of March, being the twenty first day of the same month, in the year eighteen hundred and fourteen, come again into the County Court here, the parties aforesaid, by their attornies aforesaid. And whereupon further process of and upon the premises between the parties aforesaid, (on affidavit of the said Michael Miller, that a certain Philip G. Hennard, a material and competent witness in this cause is really wanting, that he hath taken legal steps to procure the testimony of the said ~~writing~~ witness and expects to have the benefit of it at the next Court,) and by order of the Court here thereon is further continued until the third monday of September next,— At which said third monday of September being the twenty first day of the same month in the year eighteen hundred and fourteen, come again into the County Court here, the parties aforesaid, by their attornies aforesaid; thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid and by order of the Court here thereon is further continued until the third monday of March next,— And now here at this day to wit, the said third monday of March, being the twentieth day of the same month, in the year eighteen hundred and fifteen, come again into the County Court here, the parties aforesaid, by their attornies aforesaid.— Whereupon for trying the issue aforesaid, it is ordered by the Court here, that twenty persons from the pannel of the petit Jurors returned to the Court here, by the Sheriff of the County aforesaid, be drawn by ballot, according to the act of Assembly in such case made and provided; and thereupon the twenty persons being so drawn by ballot, and written upon two lists, one of which said lists is delivered to the counsel for the respective parties, and the Counsel for each of the saids parties having stricken out four persons from the said lists; thereupon the remaining twelve persons being called, come, that is to say, Gideon Pearce, foreman, John Gale, John Wallis, John Bradshaw, Joseph Mann, George Carneggs, Steven Boyer, William Knight, Thomas Gale Junior, Richard Ringgold, Isaac Cannell and Lemuel Pansant, who being empannelled and sworn to say the truth in the premises, upon their oath do say, that the within mentioned Bill obligatory is the deed of the within named Michael Miller, as the within written Henry Honey hath within declared against him, and they find the sum of four hundred and forty one dollars and fifty six cents current money, is really and justly due to the said Henry Honey upon the said Bill obligatory, therefore it is Considered by the Court here, that the said Henry Honey recover against the said Michael Miller, as well the sum of four hundred and forty one dollars and fifty six cents current money, his debt aforesaid, (by the Jurors aforesaid in form aforesaid found, with interest thereon from this twenty second of March, in the year eighteen hundred and fifteen) also the sum of twenty four dollars and ninety seven cents by the Court here, unto the said Henry Honey on his absent adjudged, for his damages which he hath sustained, as well by reason of the detention of the said debt, as for his costs and charges by him about his suit in this behalf laid out and expended; and the said Michael Miller in mercy &c.— Memorandum: Before the Jurors aforesaid withdrew from the bar of the Court here, the said Michael Miller, by his attorney aforesaid, files in Court here, the following Bills of Exceptions, to wit,—

Henry Honey use of Hoddart & Moore vs. Michael Miller } Debt &c.— At the Trial of this cause, the plaintiff to support the issue on his part, called Peregrine Granger, the subscribing witness to the Bill obligatory, who proved that the attestation was in his hand writing, but that he had no recollection of having seen the defendant sign, seal and deliver the said Bill— He further proved that from seeing his hand writing and from his having lived with Henry Honey at the time of the execution of the said Bill, as a Clerk, and from



being in the habit of attesting such instruments for the said Henry, he believed the defendant had signed, sealed and delivered the said Bill, to which testimony the defendant by his counsel objected, but the Court did determine that the said testimony was competent and proper, and permitted the same to be offered to the Jury. Whereupon the defendant, by his Counsel, excepted and prayed the Court to sign and seal this his Bill of Exception, which is accordingly done this twenty second day of March Eighteen hundred and fifteen.— R. T. Earle (Seal) Th: Worrell (Seal) Lem: Purnell (Seal)

Henry Honey use of Hoddart & Moore vs. Michael Miller } Debt &c.— At the Trial of this cause the plaintiff offered the evidence stated in the above Bill of Exception. The Counsel for the defendant then prayed the Court to instruct the Jury that the testimony offered on the part of the plaintiff was not sufficient to prove the due execution of the said Bill— which instruction the Court refused to give, and the defendant by his Counsel thereupon excepted, and prayed the Court to sign and seal this his Bill of Exception, which is accordingly done this twenty second day of March eighteen hundred and fifteen.— R. T. Earle (Seal) Lem: Purnell (Seal) Th: Worrell (Seal) thereupon the said Michael Miller, 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 the same is granted unto him, 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.— Test: Ben: Chambers Clk.

Kent County sc.— I hereby Certify that the aforegoing is truly taken from the record of proceedings of the County Court of Kent aforesaid. In Testimony whereof to this exemplification I hereunto subscribe my name and affix the public seal of my office on this third day of June, in the year of our Lord one thousand eight hundred and fifteen, and in the thirty ninth year of the Independence of the united States of America.—

(Seal of Kent County Court)

Ben: Chambers Clk. of Kent County Court M.—

and now here comes into the said Court of Appeals, as well the said Henry Honey by James E. Bennett Esquire his attorney as the said Michael Miller by Ezekiel F. Chambers Esquire his attorney, thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies 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 fifteen, come again into the Court of Appeals here, the parties aforesaid by their attornies aforesaid, and the said Michael Miller 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 Henry Honey against the said Michael Miller, when by the law of the land that Judgment ought to have been given for the said Michael Miller against the said Henry Honey, 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, annulled, and held entirely as void, and that to the said Michael Miller may be restored to all that he has lost by occasion of the said Judgment, and that the said Henry Honey rejoin to the errors aforesaid &c. and the said Henry Honey by his attorney aforesaid, says, there is no error in the record and proceedings aforesaid, or in the rendition of the Judgment aforesaid, and 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 Michael Miller above for errors assigned, and that the said Judgment may be in all things affirmed &c. Whereupon it is noted 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 Henry Honey as on the part of the said Michael Miller before the Judges of the Court here, thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the Court here thereon is further continued until the first monday of June next. Before which day to wit, the last monday of May Eighteen hundred and sixteen, being the day to which the Court of Appeals here, by virtue of an act of the General Assembly in such case made and provided, was changed, continued and adjourned, come again into the Court of Appeals here the parties aforesaid by their attornies aforesaid; thereupon further process of and upon the premises aforesaid, between the parties aforesaid by consent of the said parties and their attornies aforesaid, and by order of the Court here thereon is further continued until the last monday of November next. At which day to wit, the last monday of November Eighteen hundred and sixteen, come again into the Court of Appeals here, the parties aforesaid by their attornies aforesaid, thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the Court here thereon is further continued until the last monday of May next.—

And now here at this day to wit, the first monday of June eighteen hundred & sixteen being the day to which the Court of Appeals here, by virtue of an act of the General Assembly in such case made and provided, was changed, continued and adjourned, come again into the Court of Appeals here, the parties aforesaid by their attornies aforesaid;