whereupon, as well the record and proceedings aforesaid and the Judgment given in form aforesaid, as the matters aforesaid by the said Michael Miller 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 and proceedings aforesaid, or in the giving Judgment aforesaid, therefore it is considered by the Court here, that the Judgment aforesaid, given in form aforesaid, be in all things affirmed, and stand in full force and effect, the said causes for error above assigned and alleged in any wise notwithstanding and it is further considered by the Court here, that the said Henry Honey have execution against the said Michael Miller as well for the debt, damages, Costs and Charges aforesaid, as adjudged unto him in the said County Court of Kent as also the sum of seventeen Dollars thirty one cents and two thirds of a cent adjudged unto the said Henry Honey by the Court here for his damages, costs and charges, which he hath sustained by occasion of the delay of the execution of the Judgment aforesaid by pretence of the prosecution of the said Appeal by the said Michael Miller of and upon the premises as aforesaid prosecuted. —

Test. James Parrott Clk.

Hiram Brown against William Warram } Be it remembered, that on the last monday of November in the year Eighteen hundred and fifteen, the Chief Justice and associate Justices of Queen Ann's County Court, in pursuance of the act of assembly in such cases made and provided, transmit to the Court of Appeals here, the record and proceedings of a plea which was lately depending before them, in the said County Court between Hiram Brown, Plaintiff and William Warram Defendant, and wherein the said County Court gave Judgment for the said William Warram against the said Hiram Brown, and from which said Judgment the said Hiram Brown prayed an appeal unto the Court of Appeals here, the tenor of which said record and proceedings is in form following, to wit. — Maryland, Queen Ann's County, to wit; At a County Court of the second Judicial District of the State of Maryland, begun and held at Centre Ville in and for Queen Ann's County aforesaid on the first monday of May, it being the second day of the same month, in the year Eighteen hundred and fourteen, and in the thirty eighth year of the Independence of the United States of America — Were present The Hon'ble Richard T. Earle Esquire Chief Judge, Lemuel Purnell and Thomas Worrell Esquires, ass: Judges Richard Moffett Esquire Sheriff — John Browne Clerk. —

In the record of proceedings of the said Court, amongst others were the following, to wit. —

Hiram Brown against William Warram } Be it remembered, that heretofore to wit, on the thirteenth day of September in the year Eighteen hundred and eleven, Hiram Brown, by Ezekiel Foreman Chambers his attorney, prosecuted and sued forth out of the County Court here, the writ of the State of Maryland of Capias ad respondendum against William Warram, directed to the Sheriff of Queen Ann's County in form following to wit. Queen Ann's County, to wit; The State of Maryland, To the Sheriff of Queen Ann's County Greeting.

Seal of Queen Ann's County Court } You are hereby Commanded to take William Warham late of Queen Ann's County, if he shall be found in your Bailiwick, and him safe keep, so that you have his body before the Judges of the next County Court to be held at Centre Ville in said County, on the third monday of October next, to answer unto Hiram Brown of a plea of Trespass on the case &c. &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 County Courts in the second Judicial District of the State of Maryland the sixth day of May Anno Domini 1811. Issued the 30th day of September Anno Domini 1811. — E. F. C. John Browne Clk. — At which mentioned third monday of October, being the twenty third day of the said month, in the year Eighteen hundred and eleven, and the day of the return of the aforegoing writ, comes into the County Court here, the said Hiram Brown by his attorney aforesaid and the Sheriff of Queen Ann's County aforesaid, to wit; William P. Ridgaway, Gentleman, to whom the said aforegoing writ was in form aforesaid directed, makes return thereof to the Court here, thus endorsed to wit — Queen Ann's County, to wit, By virtue of this writ to me directed, I have taken the within named William Warram, whose body I have ready before the County Court within named, at the day and place within contained, as I am within commanded. — William P. Ridgaway Shff. — And the said William Warram being called, appears in Court here, by William Carmichael his attorney, and thereupon on motion of the said Hiram Brown, by his attorney aforesaid, it is ruled by the Court here, that the said William Warram give special bail in the plea aforesaid, or in default thereof, be committed to the Custody of the Sheriff of Queen Ann's County aforesaid. — Whereupon a certain Henry Green of Queen Ann's County, Gentleman present here in Court, in his proper person, and with the consent of the said Hiram Brown, by his attorney aforesaid undertakes for the said William Warram, that in case the aforesaid Hiram Brown shall

recover Judgment against the said William Warram in the plea aforesaid, or that the said William Warram shall be therein legally convict, that then the said William Warram shall pay the Condemnation of the Court thereupon, or render his body to the Custody of the Sheriff of Queen Ann's County, in satisfaction thereof, or that he the said Henry Green will do the same for him; and the said William Warram by his attorney aforesaid, defends the force and injury when and &c. &c. and prays leave of the Court here, to imparle until the first monday of May next, and he hath it, the same day is given to the said Hiram Brown then &c. — At which said first monday of May, being the fourth day of the same month in the year Eighteen hundred and twelve, to which said day the said William Warram had leave to imparle, comes again into the County Court here, as well the said William Warram by his attorney aforesaid as the said Hiram Brown by his attorney aforesaid, and thereupon the said William Warram by his said attorney prays that the said Hiram Brown may declare against him the said William Warram in the plea aforesaid: whereupon it is ruled by the Court here, that the said Hiram Brown declare against the said William Warram in the plea aforesaid, and if the said Hiram Brown doth not declare against the said William Warram in the plea aforesaid, Judgment will be rendered against him by default, and the said Hiram Brown, by his attorney, prays leave of the Court here to imparle until the third monday of October next, to declare against the said William Warram in the plea aforesaid and he hath it, the same day is given to the said William Warram then and &c. &c. At which said third monday of October, being the nineteenth day of the said month in the year eighteen hundred and twelve, until which day the said Hiram Brown had leave to imparle, and then to declare against the said William Warram in the plea aforesaid, comes as well the said Hiram Brown as the said William Warram by their Attornies aforesaid, and the Hiram Brown by his attorney declares against the said William Warram in the plea aforesaid, as follows, that is to say. — Maryland, Queen Ann's County ss: — William Warram late of Queen Ann's County was attached to answer unto Hiram Brown, of a plea of Trespass on the Case &c. &c. — And whereupon the said Hiram, by Ezekiel Foreman Chambers his attorney complains that whereas the said William, on the thirtieth day of May, in the year of our Lord, one thousand eight hundred and ten, at Baltimore, that is to say, at Queen Ann's County aforesaid, made his certain note in writing, commonly called a promissory note, his own proper hand being thereto signed, bearing date the same day and year aforesaid, and thereby for value received, promised to pay to the said Hiram by the name of Hiram Brown, his heirs or assigns, the sum of one hundred and eighty dollars, on or before the first day of June in the year Eighteen hundred and eleven, with legal Interest from the date thereof, and then and there delivered the said note to the said Hiram, whereby and by reason whereof, and by force of the statute in such case made and provided, the said William became liable to pay to the said Hiram, the sum of money mentioned in the said note according to the tenor and effect of the said note, and being so liable, he the said William in Consideration thereof, afterwards, that is to say, on the same day and year first aforesaid, undertook and faithfully promised the said Hiram to pay him the said sum of money mentioned in the said note according to the tenor and effect of the said note; and whereas also, the said William afterwards, that is to say, on the same day and year first aforesaid, at the County aforesaid was indebted unto the said Hiram in another sum of one hundred and Eighty Dollars Current money for a like sum of money by the said William before that time had and received to and for the use of the said Hiram, and being so indebted, he the said William in Consideration thereof afterwards, that is to say, on the day and last aforesaid, at the County aforesaid, undertook, and then and there faithfully promised the said Hiram to pay him the last aforesaid sum of money when afterwards he should be thereto required. Nevertheless the said William, although often requested, to wit, on the fifth day of June in the year Eighteen hundred and eleven, and often afterwards at the County aforesaid hath not yet paid the said several sums of money or either of them to the said Hiram, but to pay the same or any part thereof the said William hath hitherto wholly refused and doth still refuse to the Damage of the said Hiram in the sum of three hundred Dollars Current money and therefore he brings suit &c. —

Ezek: F. Chambers atty. for Pltff. pledges &c. — John Doe & Rich: Roe. — Oyer of the promissory note mentioned in the Declaration aforesaid, is in the following words and figures, to wit. — Balt. May 30. 1810. — $180. — For value received we promise to pay Hiram Brown or to his heirs or assigns, the sum of one hundred and eighty Dollars on or before the first day of June 1811. with legal Interest from the above date. — Lewis Bowson, William Warham — Witness — S. Wilmer. — And thereupon on motion of the said Hiram Brown by his attorney aforesaid it is ruled by the Court here, that the said William Warram answer to the Declaration aforesaid of the said Hiram Brown in the plea aforesaid, or Judgment by the Court here will be rendered against him in default thereof; and the said William Warram by his attorney aforesaid defends the force and injury when and &c. &c. and prays leave of the Court here, to imparle until the first monday of May next, and then to answer to the Declaration of aforesaid of the said Hiram Brown in the plea aforesaid, and to him it is granted, the same day is given to the said Hiram Brown also: At which said first monday of May being the third day of the said month, in the year Eighteen hundred and thirteen, to which said day the said William Warram had leave to imparle, and then to answer to the Declaration aforesaid of the said Hiram Brown in the plea aforesaid, comes again into Court here, as well the said Hiram Brown