said William McCleary by his attorn aforesaid, declares against the said Samuel C Hall in the
plea aforesaid in form following towit. Cecil County sct. Samuel C Hall late of Cecil County
yeoman, was attached to answer unto William McCleary of a plea of Trespass on the Case &c.
And whereupon the said William McCleary complains, that Whereas the said Samuel C Hall and
Wellcome Wright (which said William Wright on the Writ of the State of Maryland issued out
of this Court here at the suit of the said William McCleary and to the Sheriff of Cecil County directed
was returned by the said Sheriff not to be found &c.) at the several and respective times hereafter
mentioned, were partners and joint dealers in trade and commerce and carrying on the same
under their Copartnership, name and firm of Hall & Wright that is to say at Baltimore
towit, in Cecil County aforesaid, on the seventh day of March, in the year Eighteen hundred
and ten, did then and there make their certain Note in writing commonly called a Promissory
Note bearing date the same day and year aforesd, and thereby twelve months after date thereof,
promised to pay to the said William McCleary or Order eleven hundred and three dollars for value
received, and then and there delivered the said Note to the said William McCleary, whereby and
by reason whereof and by force of the Statute in such case made and provided, the said Samuel
C Hall and William Wright became liable to pay to the said William McCleary the said sum
of money mentioned in the said Note, according to the tenor and effect of the said Note, and being so
liable the said Samuel C. Hall and William Wright in consideration thereof, afterwards that is to
say on the same day and year aforesaid at the County aforesaid undertook and faithfully
promised the said William McCleary to pay him the sum of money mentioned in the said Note
according to the tenor and effect of the said Note. And whereas the said Samuel C Hall &
William Wright afterwards that is to say on the seventh day of March in the year eighteen
hundred and ten at Baltimore towit, in Cecil County aforesd were partners and joint dealers
together in trade and commerce, and carrying on the same under their Copartnership
name and firm of Hall & Wright, and Samuel C Hall & William Wright being such partners
and joint dealers together and carrying on the same under the name and firm aforesaid, the
said Wright on the seventh day of March in the year Eighteen hundred and ten at Baltimore
towit, in the County aforesd for himself and the said Samuel his partner under the name and
firm aforesaid made a certain Note in writing commonly called a Promissory Note,
the proper hand writing of the said Wright in the name style & firm of their partnership
that is to say Hall & Wright being thereto signed bearing date the day and year last aforesd
and thereby the said Wright for himself, and the said Samuel his partner twelve months
after the date of the said Note promised that they the said Samuel C Hall & William Wright
would pay to the said William McCleary or Order eleven hundred and three dollars for
value received, and then and there the said Wright for himself and the said Samuel his
partner aforesaid delivered the said Note to the aforesaid William McCleary, whereby &
by reason of the said several premises, and by force of the Statute in such case made
and provided, the said Samuel C. Hall and William Wright then and there became liable
to pay to the said William McCleary the said sum of money last mentioned in the said Note
according to the tenor and effect of the said Note, and being so liable the said Wright afterwards
that is to say on the same day and year last aforesaid at the County aforesaid for himself &
his said partner the said Samuel undertook and promised the said William McCleary that
they would pay him the said last mentioned sum of money in the said Note specified accor-
ding to the tenor and effect of the said Note. Nevertheless the said Samuel C Hall & William
Wright (although often requested that is to say on the twentieth day of March in the year
eighteen hundred and eleven, and often afterwards at the County aforesaid) have not yet paid
the said several sum of money or either of them to the said William McCleary but the same
or either of them to him to pay, the said Samuel C. Hall & William Wright have hitherto
altogether refused and still do refuse to the damage of the said William McCleary in
the sum of three thousand dollars current money and therefore he brings suit &c.

Pratt Alty for Plff — pledges &c Doe & Roe.

And the said Samuel C. Hall by his Attorney aforesaid defends the force & injury when &
&c and saith that he cannot deny the action aforesaid of the said William McCleary
&c aforesd against him brought nor but that he the said Samuel did undertake & promise

in manner and form as the said William above thereof against him complains, nor likewise but
that the said William hath sustained Damage by reason of the non performance of the promises
and assumptions aforesaid to the sum of Two thousand dollars current money as the said
William above by declaring supposes, Whereupon the said William by his Attorney aforesd prays
Judgment and those damages &c acknowledged together with his costs and charges by him
about his suit in this behalf laid out and expended to him to be adjudged &c. Therefore
it is considered by the Court here that the said William McCleary recover against the said Samuel C Hall
as well the said sum of Two thousand dollars, current money above acknowledged for his Damages
which he hath sustained by reason of the non performance of the promise and assumption aforesaid
as the sum of eight dollars twenty and two thirds cents adjudged by the Court here unto the said William
for his costs and charges by him about his suit in this behalf laid out and expended and the
said Samuel in mercy &c.

Memorandum. Judgment was confessed in this cause on the 6th of September 1816. for the Damages
laid in the Declaration & Costs of suit: and the Plaintiff agreed to release the said Damages upon
the payment of the sum of $1103 with Interest thereon from 7th March 1811 till paid, and the
said Costs of suit.

Test James Sewall Clk:

And thereupon the said Samuel C Hall by his Attorney aforesaid prays that he may appeal from
the Judgment of the Court here so as aforesaid rendered to the high Court of Appeals and to him
the same is granted by the Court here, Whereupon the said Samuel C Hall exhibiteth an Appeal
Bond entered into by himself, and two good and sufficient Securities and which is approved
of by the Court here, and is in the tenor and words following towit. Know all men by these
presents that we Samuel C Hall John Frey & Grace W. Eglestone of Cecil County and State of
Maryland are held and firmly bound unto William McCleary of the County aforesd in the penal
sum of four thousand and fourteen dollars, pds one and one third cents current money to the payment of
the said William McCleary his certain Attorney Executors Administrators or assigns to which payment
well and truly to be made and done we bind ourselves and each of us our Heirs Executors and
Administrators jointly and severally firmly by these presents. Sealed with our seals and dated
this sixth day of September in the year Eighteen hundred and sixteen. 1816. Whereas at a County
Court begun and held at Elkton on the first Monday of September Eighteen hundred and sixteen the
above named William McCleary by Judgment of the same Court recovered against a certain
Samuel C Hall as well the sum of two thousand dollars damages and eight dollars twenty and
two thirds cents Costs: to be released on payment of eleven hundred and three dollars currency
with Interest from 7th of March 1811 till paid as also the sum of eight dollars twenty two third
cents for his costs and charges by him about his suit in that behalf laid out and expended.
Whereof the said Samuel C Hall is convict as appears of Record, And whereas the said Samuel
C Hall hath prayed an appeal from the Judgment so as aforesd to the next Court
of Appeals to be held at Easton for the Eastern Shore of Maryland. Now the Condition of
the above Obligation is such, that if the above bound Samuel C Hall shall not prosecute
his Appeal according to the directions of the Act of Assembly in such cases made & provided
and prosecute the same with effect, and also satisfy and pay unto the said William McCleary his
Executors Administrators or assigns in case the said Judgment shall be affirmed as well all and
singular the damages costs and charges aforesaid as also all costs and damages that shall be
awarded by the Court of Appeals aforesaid, then the above Obligation to be and remain in full
force and virtue, otherwise of no effect.

Samuel C Hall (Seal)
John Frey (Seal)
Grace W. Eglestone (Seal)

Signed, Sealed & delivered, in the presence
of Witness — Hugh Beard

Thereupon it is ordered that a record of the proceedings aforesaid with all things thereunto relating
be transmitted to the high Court of Appeals for the Eastern Shore of the State of Maryland
and they are transmitted accordingly.

In Testimony that the above and aforegoing is truly taken & copied from the record & proceedings of
the Cecil County Court, I have hereunto set my hand and affixed the publick
seal of the County Court, at my Office this twentieth day of September 1816.

James Sewall Clk Cecil County Court