Goldsborough Esquire Chief Judge of the said Court the 12th day of December Anno Domini 1796

Issued the 8th day of April 1797. (J Ch.) Jno Gwinn Cl.

And the said Walter Hellen by his Attorney aforesaid on the day of the date and issuing of the aforegoing writ plea in Court here his Declaration against the said Thomas Ringgold in in the plea aforesaid and a Note; a Copy whereof was made and sent with the said Writ to the Sheriff of the County aforesaid in form following to wit.

State of Maryland, Western Shore, Baltimore County to wit, Thomas Ringgold late of Baltimore County Yeoman was attached to answer unto Walter Hellen of a plea of Trespass upon the case and so forth. And whereupon the said Walter Hellen by James Cook his Attorney complains that whereas the aforesaid Thomas Ringgold after the first day of May in the year of our Lord one thousand seven hundred and five, to wit, on the third day of September in the year of our Lord One thousand seven hundred and ninety five at Baltimore to wit at Baltimore County aforesaid, made his certain note in writing, called a Promissory Note, with his proper hand thereto subscribed, bearing date the day and year last aforesaid, and the said Note to him the said Walter Hellen then and there delivered, by which said Note the said Thomas Ringgold Sixty days after date did promise to pay to the aforesaid Walter Hellen, by the name of Walter Hellen or order at the House of Mr Richard Gittings in Baltimore Nine Hundred and forty two Dollars and eighty three cents Negotiable at the Bank of Maryland for value received, By reason whereof, and also by force of the Statute in such case lately made and provided, the said Thomas Ringgold became liable for, and chargeable to pay to him the said Walter Hellen the aforesaid sum of Nine hundred and forty two Dollars and Eighty three cents according to the tenor of the Note aforesaid, and being so therewith chargeable, the aforesaid Thomas Ringgold afterwards to wit, on the same day and year last aforesaid at Baltimore County aforesaid in consideration thereof upon himself assumed, and to the said Walter Hellen then and therefore faithfully promised, that he the said Thomas Ringgold the aforesaid sum of Nine hundred and forty two Dollars and Eighty three cents to him the said Walter Hellen, according to the tenor of the Note aforesaid would

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well and truly content and pay; And the aforesaid Walter Hellen in fact saith that the aforesaid sum of Nine hundred and forty two Dollars and eighty three cents at the aforesaid time of making the promise and assumption aforesaid always since hath been and now is of the value of Three hundred and fifty three pounds eleven shillings and two pence half penny current money of Maryland, to wit, at Baltimore County aforesaid, Nevertheless the aforesaid Thomas Ringgold his promise and assumption aforesaid, so as aforesaid made, not regarding, but minding and fraudulently intending him the said Walter Hellen in this behalf craftily and subtilly to deceive and defraud the aforesaid sum of Nine hundred and forty two Dollars and eighty three cents or the value thereof or any part thereof to him the said Walter Hellen hath not contented or paid (although so to do the aforesaid Thomas Ringgold afterwards to wit, on the seventh day of November in the year last aforesaid, and often afterwards at the County aforesaid, by the said Walter Hellen was requested) but the same or any part thereof to him the said Walter Hellen to content or pay he the said Thomas Ringgold hath hitherto altogether refused and still doth refuse to the Damage of him the said Walter Hellen in the sum of One thousand pounds current money of Maryland, and therefore he brings suit and so forth.

James Cook for the Pltff. Pledges and so forth. John Doe & Richd Roe.

(Oyer of the Note)

942 $\frac{83}{100}$ Dollars. Baltimore 3rd September 1795.

Sixty days after date I promise to pay to Walter Hellen or order, at the House of Mr Richard Gittings in Baltimore Nine hundred and forty two Dollars and eighty three cents Negotiable at the Bank of Maryland for value received Thos Ringgold

At which said second Tuesday of May being the ninth day of the same month in the year of our Lord one thousand seven hundred and ninety seven, and the day of the return of the aforegoing writ, comes into the General Court here the said Walter Hellen by his Attorney aforesaid, and the Sheriff of Baltimore County, to whom the said writ was in form aforesaid directed, likewise comes and makes return thereof to the Court here, thus endorsed, to wit.

"Cepi, Copy left 15th April. H. Stevenson Shff.

And the said Thomas Ringgold by Philip Barton Key his Attorney appears in Court here, and thereupon on motion of the said Walter Hellen by his Attorney aforesaid, It is ruled by the Court here, that

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