last aforesaid at London aforesaid duly caused the said Bill to be protested for the said non acceptance thereof, according to the said custom, of all which premises the said Tench Ringgold afterwards to wit on the same day and year last aforesaid at the county aforesaid had. By reason whereof and according to the said custom and by the law of Merchants the said Tench Ringgold became liable to pay to the said William Lorman the contents of the said Bill according to the tenor and effect of the said Bill and of the endorsement so made thereon as aforesaid, together with a large sum of money to wit, the sum of two hundred pounds current money of Maryland for the Interest, exchange, recexchange, costs damages and charges which accrued from the non acceptance and delaying payment of the said bill when he the said Tench Ringgold should be thereto afterwards requested, and being so liable he the said Tench in consideration thereof afterwards to wit on the same day and year last aforesaid at the county aforesaid undertook and faithfully promised the said William Lorman to pay the contents of the said bill and the sum of money aforesaid for the Interest exchange re-exchange, costs and damages which did accrue from the non acceptance and delaying payment of the said bill, when he the said Tench Ringgold should be thereto afterwards requested. And whereas the said Tench Ringgold afterwards to wit on the same day and year last aforesaid at the County aforesaid was indebted to the said William Lorman in the sum of other one thousand pounds current money of Maryland for money by the said Tench before that time had and received to the use of the said William Lorman, and being so indebted he the said Tench in consideration thereof afterwards to wit on the same day and year last aforesaid at the county aforesaid; undertook and faithfully promised the said William Lorman to pay him the said last mentioned sum of money when he the said Tench should be thereto afterwards requested. And whereas the said Tench Ringgold afterwards to wit on the same day and year last aforesaid at the county aforesaid was indebted to the William Lorman in another large sum of money to wit the sum of other one thousand pounds like current money for money by the said William Lorman before that time laid out and expended and paid for the said Tench and at his special instance and request and being so indebted he the said Tench in consideration thereof afterwards to wit on the same day and year last aforesaid at the County aforesaid undertook and faithfully promised the said William Lorman to pay him the said last mentioned sum of money when he the said Tench Ringgold should be thereto afterwards requested, and the said William Lorman avers that the said sum of five hundred pounds sterling money of Great Britain in the said Bill in the first count of this Declaration mentioned at the time of making the said Bill was always since hath been and now is of the value of eight hundred and thirty three pounds six shillings and eight pence current money of Maryland

to wit at the county aforesaid, with that the said William Lorman will verify that the said first second and fourth Bills of Exchange of the same tenor and date with the said third bill above mentioned are and every one of them is still wholly unpaid to wit at the county aforesaid. Nevertheless the said Tench Ringgold not regarding his said promises and undertakings but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said William Lorman hath not as yet paid the said sum of foreign money in the first count of this Declaration mentioned or the value thereof or of any part thereof in current money of Maryland nither hath the said several sums of money in the second and third counts of this Declaration mentioned or any part thereof or of any of the aforesaid sums of money to the said William Lorman (although so to do the said Tench Ringgold was requested by the said William Lorman afterwards to wit on the same day and year aforesaid and often afterwards to wit at the county aforesaid) but to do this the said Tench Ringgold hath hitherto altogether refused and he still refuses so to do to the damage of the said William Lorman two thousand pounds like current money and thereof he brings suit &c.

J. Winchester plaintiffs attorney

At which mentioned second tuesday of October being the eighth day of the same month in the year of our Lord one thousand seven hundred and ninety nine and the day of the return of the aforegoing writ comes into the General Court here the aforesaid William Lorman by James Winchester his attorney aforesaid: but the Sheriff of Montgomery county aforesaid, to wit Benjamin H. Jones Gentleman to whom the said aforegoing writ was in form aforesaid directed makes no return thereof. Thereupon afterwards to wit on the fifth day of December in the year of our Lord one thousand seven hundred and ninety nine the said William Lorman by his attorney aforesaid again sued out of the General Court the writ of the State of Maryland of alias capias ad respondendum directed to the Sheriff of the county aforesaid in the words and figures following to wit. The State of Maryland S. To the Sheriff of Montgomery County Greeting. You are hereby commanded to take Tench Ringgold late of Montgomery county Merchant if he shall be found in your bailiwick and him safe keep so that you have his body before the General Court to be held at the City of Annapolis on the second tuesday of May next to answer unto William Lorman of a plea of trespass upon the case &c. Hereof fail not at your peril and have you then and there this writ. Witness the Honourable Jeremiah Townley Chase Esquire Chief Judge of the said Court the eighth day of October in the year of our Lord one thousand seven hundred and ninety nine. Issued the fifth day of December 1799. (J.W.) Jno. Gwinn clk

A copy of which aforegoing Declaration was made and sent with the writ aforesd which issued last aforesaid in the plea aforesaid directed to the Sheriff of the county aforesaid.

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