and there delivered the said Bill so indorsed to the said Uriah Forrest and the said Uriah Forrest to whom or to whose order the payment of the Money mentioned in the said Bill was by vertue of the Indorsement aforesaid to be made, after the making of the said Indorsement and before the payment of the said sum of Money mentioned in the said Bill or of any part thereof and also before the time appointed by the said Bill for payment thereof, to wit, on the day and year aforesaid at the County aforesaid endorsed the said Bill his own proper writing being thereunto subscribed and by that last mentioned Indorsement the said Uriah Forrest appointed the Contents of the said Bill to be paid to the said Randolph B Latimer or order and then and there delivered the said Bill so indorsed to the said Randolph B Latimer and the said Randolph B Latimer to whom or to whose Order the payment of the Money mentioned in the said Bill way by vertue of the last mentioned Indorsement to be made after the making of the said last mentioned indorsement and before the payment of the said sum of Money mentioned in the said Bill or of any part thereof and also before the time appointed by the said Bill for the payment thereof to wit, on the day and year aforesaid at the County aforesaid indorsed the said Bill his own proper hand writing being thereunto subscribed and by the said last mentioned Indorsement the said Randolph B Latimer appointed the contents of the said Bill to be paid to the said John M'Kim and Edie M'Kim or order and then and there delivered the said Bill so indorsed to the said John M'Kim and Edie M'Kim which said Bill of Exchange so as aforesaid made subscribed and directed with the said several Indorsements so made thereon as aforesaid, was by the Order and for the use of the said John M'Kim and Edie M'Kim afterwards to wit on the sixteenth day of May in the year Eighteen hundred at London aforesaid exhibited and shewn into him the said William Murdock and the said William Murdock was then and there by the Order aforesaid according to the usage and custom of Merchants aforesaid requested to pay the said Bill to the order and for the use aforesaid, But the said William Murdock then and there refused and always hitherto hath refused to pay the said Bill or the contents thereof or any part thereof to the order and for the use of the said John M'Kim and Edie M'Kim, nor have the said Tench Ringgold, Charles Wayman Uriah Forrest and Randolph B. Latimer or any or either of them paid or cause to be paid the same or any

part thereof to the said John M'Kim and Edie M'Kim, By reason whereof the said Bill of Exchange afterwards to wit, on the day and year last aforesaid at London aforesaid according to the usage and custom of Merchants, the said William Murdock having before that time had sixty days sight thereof to wit, from the fourteenth day of March in the year one thousand eight hundred, and the second third and fourth of same tenor and date being unpaid was protested whereof the said Tench Ringgold afterwards to wit, on the fifteenth day of July in the year Eighteen hundred at the County aforesaid had notice By reason whereof the said Tench Ringgold according to the usage and custom of Merchants aforesaid in that behalf time out of Mind used and approved became liable for and chargeable to pay unto the said John M'Kim and Edie M'Kim the aforesaid sum of Money in the said Bill of Exchange mentioned together with all lawful Costs Damages and Interest by the said John M'Kim and Edie M'Kim suffered and sustained by reason of the non payment of the said Bill of Exchange and protest thereof as aforesaid, And being so therewith chargeable the said Tench Ringgold in consideration thereof afterwards to wit on the day and year last aforesaid at the County aforesaid undertook and promised the said John M'Kim and Edie M'Kim to pay them the said sum of Money mentioned in the said Bill together with all lawful Costs damages and Interest by the said John M'Kim and Edie M'Kim suffered and sustained by reason of the non payment of the said Bill and protest thereof as aforesaid when he the said Tench Ringgold should be thereunto afterwards requested, And the said John M'Kim and Edie M'Kim aver that by reason of the non payment of the said Bill and protest thereof as aforesaid they suffered and sustained Costs Damages and Interest to the amount of one hundred and fifty pounds Sterling of which the said Tench Ringgold afterwards to wit on the day and year last aforesaid, at the County aforesaid had notice; 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 John M'Kim and Edie M'Kim in the sum of Eight hundred pounds Current Money for Money by the said John M'Kim and Edie M'Kim before that time laid out expended and paid for the said Tench Ringgold and at his special instance and request, And being so indebted he the said Tench Ringgold in consideration thereof afterwards to wit, on the same day and year last aforesaid at the County aforesaid undertook and faithfully promised the said John M'Kim and Edie M'Kim to pay them the said