Executors, Administrators or Assigns in Case the said Judgment shall be affirmed as well all and singular the debt damages and Costs adjudged by the General Court aforesaid, as also all Costs and damages that shall be awarded by the Court of Appeals aforesaid then this obligation to be and remain in full force and virtue, otherwise of no effect, Which being read and heard the said Samuel Ringgold saith, that the aforesaid James Hollyday his Action aforesaid thereof against him the said Samuel Ringgold to have or maintain ought not, because he says, that the said Thomas Ringgold in the Condition of the said writing obligatory mentioned, from the time of making the said writing obligatory hath well and truly observed performed fulfilled and kept all and singular the matters and things in the Condition of the said writing obligatory mentioned and Contained which the said Thomas Ringgold according to the Condition aforesaid ought to have observed performed fulfilled and kept to wit, at the County aforesaid and this he is ready to verify; wherefore he prays Judgment if the aforesaid James Hollyday his action aforesaid thereof against him to have or maintain ought, and soforth.

And the said James Hollyday saith that he by any thing in the said plea of the said Samuel Ringgold above alledged ought not to be precluded from having and maintaining his action aforesaid thereof against the said Samuel because protesting that the said Thomas Ringgold in the Condition of the said writing obligatory mentioned from the time of making the said writing obligatory hath not well and truly observed performed fulfilled and kept all and singular the matters and things in the said Condition mentioned and Contained which he according to the Condition thereof ought to have observed performed fulfilled and kept, that is to say at Baltimore County aforesaid as the said Samuel in the plea aforesaid hath alledged for plea Nevertheless the said James by replying saith that after making the writing obligatory aforesaid and before the impetration of the writ original of him the said James in this Cause impetrated it was on the judgment of the General Court and writ of Error aforesaid in the said writing obligatory mentioned in such manner proceeded between the said James and the said Thomas in the Court of Appeals that afterwards at a Court of Appeals begun and held at the City of Annapolis on the second Tuesday of November in the year seventeen hundred and ninety nine that the Judgment aforesaid of the said General

General Court was in all things affirmed and ratified and it was then and there Considered and adjudged by the said Court of Appeals that the said James recover against the said Thomas the quantity of Eleven hundred and twenty pounds of Tobacco for his Costs in that behalf laid out and expended by pretence of prosecuting the said writ of Error as by the record thereof in the said Court of appeals remaining more fully appears, And the said James avers that the said Thomas did not prosecute the said writ of Error with Effect and that he hath not paid or satisfied to the said James the said Judgment obtained by the said James by the said Court of Appeals upon the affirmance of the said Judgment or either of them or any part thereof, And this the said James is ready to verify wherefore he prays Judgment and his debt aforesaid together with his damages sustained by occasion of the detention thereof to him to be adjudged &c.a

And the said Samuel Ringgold comes and as to the replication of the aforesaid James Hollyday to the plea of him the said Samuel Ringgold above set forth he saith that the aforesaid James Hollyday notwithstanding anything in his said replication pleaded, ought not to have or maintain his said Action thereof against him the said Samuel Ringgold because he the said Samuel Ringgold saith that the said Thomas Ringgold hath well and truly paid and satisfied to the said James Hollyday as well all and singular the debt damages and Costs adjudged against him by the said General Court as aforesaid, as also all Costs and damages that were awarded by the Court of Appeals as aforesaid, upon the affirmance of the said Judgment, to wit, on the first day of May in the year of our Lord one thousand eight hundred at Baltimore County aforesaid, and this he the said Samuel Ringgold is ready to verify, wherefore he prays Judgment whether the aforesaid James Hollyday his action aforesaid thereof against him the said Samuel Ringgold to have and maintain ought and soforth. And the aforesaid James Hollyday as to the rejoinder of the said Samuel Ringgold by rejoining pleaded, says, he ought not to be precluded from having and maintaining his action aforesaid against the said Samuel Ringgold because he says, that the said Thomas Ringgold hath not well and truly paid and satisfied the aforesaid James Hollyday as well and singular the Debt damages and Costs adjudged against him by the said General Court as aforesaid as also all Costs and damages that were awarded by the Court of Appeals as aforesaid upon the affirmance of the said Judgment in manner and form as the aforesaid James Hollyday hath by his replication alledged, and this he prays may be enquired of by the Country and soforth

and