money to be paid to the said Richard Tilghman 4th his certain attorney Executors administrators or assigns to the which payment well and truly to be made and done we bind ourselves our heirs Executors and administrators jointly and severally firmly by these presents Sealed with our seals and dated this 22d day of October Anno Dominii seventeen and ninety eight. Whereas the above named Richard Tilghman hath obtained Judgment in the General Court for the Western Shore of the State of Maryland at September Term seventeen hundred and ninety six against the above bound Thomas Ringgold for the sum of £425 Current money with Interest from 17th May 1796. till paid and Costs from which said Judgment the said Thomas Ringgold is about to appeal.

Now the Condition of the above obligation is such that if the above bound Thomas Ringgold shall not pursue the direction of the act of Assembly entitled an Act for regulating writs of error and granting appeals from and to the Courts of common Law within this province at the next Court of appeals and prosecute the same with effect and also satisfy and pay unto the said Richard Tilghman his 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 Richard Tilghman 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

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 the said Samuel Ringgold is ready to verify wherefore he prays Judgment if the aforesaid Richard Tilghman his action aforesaid thereof against him to have or maintain ought and soforth.

And the said Richard by N. Brice his attorney saith that he by any thing in the plea of the said Samuel Ringgold alledged ought not to be precluded from having and maintaining his action aforesaid against him the said Samuel because protesting that the said Thomas in the Condition of the said writing obligatory hath not well and truly observed performed fulfilled and kept all and singular the matters and things observed performed fulfilled and kept all and singular the matters and things in the Condition of the said writing obligatory mentioned and Contained which he according to the Condition thereof ought to have observed performed fulfilled and kept to wit at Washington County aforesaid as the said Samuel Ringgold in his said plea hath above alledged for plea Nevertheless the said Richard by replying saith that after the making the writing obligatory aforesaid and before the impetration of the original writ of him the said Richard in this Cause impetrated it was on the Judgment of the General Court and the writ of Error aforesaid in the said writing obligatory mentioned in such manner proceeded between the said Thomas and the said Richard in the Court of Appeals that the said Judgment of the General Court was at a Court of appeals held at the City of Annapolis on the second Tuesday of June in the year one thousand Eight hundred by the said Court of Appeals further considered and adjudged that the said Richard might have Execution against the said Thomas for the debt damages Costs and Charges so as aforesaid adjudged in the General Court and it was adjudged and Considered by the said Court of appeals that the said Richard should recover against the said Thomas