Richard Tilghman his action aforesaid thereof against him to have or maintain ought and soforth.

And the said Richard by his Attorney aforesaid saith that he by any thing in the plea of the said Tench alleaged ought not to be precluded from having and maintaining his action aforesaid against the said Tench Ringgold because protesting that the said Thomas 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 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 he the said Tench 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 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 ~~seven~~ eight hundred by the said Court of appeals in all things ratified and affirmed and it was then and there 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 Court of Appeals that the said Richard should recover against the said Thomas the sum of one thousand and forty two pounds of Tobacco for his Costs and damages in that behalf laid out expended and sustained by reason of the delay of his execution by pretence of the prosecuting of the said writ of Error for the correcting of Errors of and upon the said premises by the said Thomas as by the record thereof in the said Court of Appeals remaining more

more fully appears And the said Richard avers that the said Thomas did not prosecute the said writ of error with effect and that the said Thomas hath not paid or satisfied to him the said Richard the said Judgment obtained by him in the said General Court and the sum of one thousand and forty two pounds of Tobacco adjudged to him the said Richard by the said Court of Appeals upon the affirmance of the said Judgment or either or any part of them except the sum of
paid on account of Interest due on the said Judgment in the General Court as aforesaid and this the said Richard is ready to verify and so forth, 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.

And the said Tench Ringgold comes and as to the replication of the aforesaid Richard Tilghman to the plea of him the said Tench Ringgold above set forth he saith that the aforesaid Richard Tilghman notwithstanding any thing in said replication pleaded ought not to have or maintain his action thereof against him the said Tench Ringgold because he the said Tench Ringgold saith that the said Tench Ringgold hath well and truly paid and satisfied to the said Richard Tilghman 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 twenty fourth day of June in the year of our Lord one thousand eight hundred at Washington County aforesaid, and this he the said Tench Ringgold is ready to verify wherefore he prays Judgment whether the aforesaid Richard Tilghman his action aforesaid thereof against him the said Tench Ringgold so have and maintain ought and soforth.

And the aforesaid Richard Tilghman as to the rejoinder of the said Tench Ringgold above by rejoining pleaded says he ought not be precluded from having and maintaining his action aforesaid against the said Tench Ringgold because he says that the said Thomas Ringgold hath not well and truly paid and satisfied the aforesaid Richard Tilghman as well all and singular