as the said Tench Ringgold by his attornies aforesaid; And thereupon on motion of the aforesaid William Tilghman by his Attorney aforesaid, It is ruled by the Court here that the said Tench Ringgold answer to the declaration aforesaid of the aforesaid William Tilghman in the plea aforesaid, or judgment by the Court here will be entered against him in default thereof And the said Tench Ringgold by his attornies aforesaid as before defends the force and injury when and so forth and prays further leave of the Court here to imparle until the second Tuesday of October next, and then to answer to the declaration aforesaid of the aforesaid William Tilghman in the plea aforesaid and to him it is granted the same day is given to the aforesaid William Tilghman also.

At which said second Tuesday of October, being the thirteenth day of the same month in the year of our Lord one thousand eight hundred and one, to which said day, the said Tench Ringgold had further leave to imparle, and then to answer to the declaration aforesaid of the aforesaid William Tilghman in the plea aforesaid, comes again into the General Court here as well the aforesaid William Tilghman by his Attorney aforesaid as the said Tench Ringgold by his attornies aforesaid; And the said Tench Ringgold by his attornies aforesaid, as before defends the force and injury when and so forth, and prays an hearing of the writing obligatory aforesaid, and the Condition thereof, and he hath them in the words following, to wit.

Know all men by these presents that we Samuel Ringgold of Washington County, Tench Ringgold of Montgomery County and Thomas Ringgold of Baltimore County, are held and firmly bound unto William Tilghman in the full and just sum of twelve hundred pounds Current money to be paid to the said William Tilghman in the full and just sum of twelve hundred pounds Current money, to be paid to the said William Tilghman 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 25th day of October

October Anno domini seventeen hundred and ninety eight. Whereas the above bound William Tilghman obtained Judgment in the General Court for the Eastern shore of the State of Maryland at April Term seventeen hundred and ninety six against the above bound Thomas Ringgold for the sum of £145 .5. 0 Current money, with interest from the 14th May 1794 till paid and Costs from which said Judgment the said Thomas Ringgold is about to sue out a writ of error to the high court of Appeals. Now the Condition of the above obligation is such that if the above bound Thomas Ringgold shall not pursue the directions 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 William 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 Tench Ringgold saith that the aforesaid William Tilghman his action aforesaid thereof against him the said Tench 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 Washington County aforesaid, and this he the said Tench Ringgold is ready to verify; wherefore he prays Judgment if the aforesaid William Tilghman his action aforesaid thereof against him the said Tench Ringgold to have or maintain ought and so forth.

And the said William by his Attorney aforesaid saith that he by any thing in the plea of the said Tench alledged ought not to be precluded from having and maintaining his action aforesaid against him the said Tench Ringgold because protesting that the