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 in the Condition thereof ought to have observed performed fulfilled and kept, to wit, at Washington County aforesaid as the said Tench Ringgold in his said plea hath above alledged for plea Nevertheless the said William by replying saith that after the making the writing obligatory aforesaid and before the impetration of the original writ 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 Thomas and the said William in the Court of Appeals that the said judgment in 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 in all things affirmed and ratified and it was then and there by the said Court of Appeals further considered and adjudged that the said William 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 William should recover against the said Thomas the sum of one thousand and sixty four 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 fully appears And the said William 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 William the said William the said Judgment obtained by him the said William in the said General Court and the sum of one thousand and sixty four pounds of Tobacco adjudged to him the said William by the said Court of Appeals upon the affirmance of the said Judgment or either or any of them or any part thereof and this the said William is ready to verify and soforth, wherefore he prays Judgment and his debt aforesaid together with his damages sustained by occasion of the detention thereof to him

him to be adjudged and soforth.

And the said Tench Ringgold comes and as to replication of the aforesaid William Tilghman to the plea of him the said Tench Ringgold he saith that the aforesaid William Tilghman notwithstanding any thing in his said replication pleaded ought not to have or maintain his said Action thereof against him the said Tench Ringgold because he the said Tench Ringgold saith that the said Thomas Ringgold hath well and truly paid and satisfied to the aforesaid William Tilghman as well all and singular the debt, damages and Costs adjudged against him by the said General Court as aforesaid upon the affirmance of the said Judgment to wit, on the twentyeth day of June, in the year 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 William Tilghman his action aforesaid thereof against him the said Tench Ringgold to have and maintain ought and soforth.

And the aforesaid William Tilghman as to the rejoinder of the said Tench Ringgold above by rejoining pleaded says he ought not to 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 William 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 in manner and form as the said William Tilghman hath by his said replication alledged and this he prays may be enquired of by the Country and so forth; And the said Tench Ringgold in like manner and soforth.

Therefore let a Jury thereon appear before the Court here on the second Tuesday of May next by whom and soforth, and who neither and soforth to recognize and soforth, because as well and so forth the same day is given to the parties aforesaid then and there and so forth.

And now at this day to wit, the said second Tuesday of May