used and approved make and with his proper hand subscribe his certain first Bill of exchange in writing date the day and year aforesaid and the same directed to a certain Joseph Hadfield Merchant in London on the day and year aforesaid and by the said Bill the said James Ringgold requested the said Joseph Hadfield at sixty days sight of that his first Bill of Exchange, second and third of the same tenor and date paid, to pay unto the said James Somervell and William Duguid by the name of Somervell and Duguid, or order, the sum of One hundred and twenty pounds Sterling Money value received and place the same to the Account of him the said James Ringgold which said Bill of Exchange so as aforesaid made subscribed and directed was by the order and for the use of them the said James Somervell & William Duguid after the making thereof, to wit, on the Twenty eighth day of August in the year of our Lord One thousand seven hundred and ninety two at London aforesaid exhibited and shewn unto him the said Joseph Hadfield and the said Joseph Hadfield was then and there by the order aforesaid according to the Usage and Customs of Merchants aforesaid requested to pay the said Bill to the Order and for the use of them the said Somervell & Duguid but the said Joseph Hadfield then and there refused and always hitherto hath refused to pay the said Bill or the contents or any part thereof to the order and for the use aforesaid by reason whereof the said Bill of Exchange afterwards to wit, on the day and year last aforesaid at London aforesaid according to the Usage and Custom of Merchants aforesaid (the said Joseph Hadfield having before that time had sixty days sight thereof to wit, from the twenty sixth day of June then last past at London aforesaid and the second and third bills of the same tenor and date being unpaid) was protested whereof the aforesaid James Ringgold afterwards, to wit on the tenth day of December in the year of our Lord One thousand seven hundred and ninety two, at Kent County aforesaid had notice. By reason of which premises the said James Ringgold according to the usage and Custom of Merchants aforesaid in that behalf time out of mind used and approved became liable for and chargeable to pay unto them the said James Somervell and William Duguid the aforesaid sum of money in the said Bill of exchange mentioned together with all lawfull Costs Damages and Interest by the said James Somervell and William Duguid suffered and sustained by reason of the non payment of the Bill of exchange or the contents thereof and protest as aforesaid and being so therewith chargeable the aforesaid James Ringgold afterwards to wit on the day and year last aforesaid at Kent County aforesaid in consideration of the premises upon himself assumed and to the said James Somervell and William Duguid then and there faithfully promised that he the said James Ringgold the aforesaid sum of money in the said Bill of Exchange mentioned together with all lawfull Costs Damages and interest by the said James Somervell and William Duguid suffered and sustained by reason of the non payment of the said Bill of Exchange or the Contents thereof and the protest aforesaid to them the said James Somervell and William Duguid when afterwards he should be thereunto required would well and truly content and pay: And the aforesaid James Somervell and William Duguid in fact say that the lawfull Costs and Damages of them the said James Somervell and William Duguid suffered and sustained by ~~reason~~ of the non payment of the said Bill of Exchange

or the contents thereof and protest aforesaid amount unto the sum of eighteen pounds twelve shillings and six pence Sterling money whereof the said James Ringgold afterwards to wit, on the day and year last aforesaid at the County aforesaid had notice. And the aforesaid James Somervell and William Duguid in fact further say that the aforesaid sum of One hundred and twenty pounds together with the last mentioned sum of eighteen pounds twelve shillings and six pence Sterling money amount in the whole to the sum of One hundred & thirty eight pounds twelve shillings & six pence Sterling and was at the time of making the promise & assumption aforesaid ever since hath been and still is of the value of two hundred and Thirty one pounds and ten pence Current money of Maryland, to wit at Kent County aforesaid. Nevertheless the aforesaid James Ringgold his promise and assumption aforesaid so as aforesaid made not regarding but minding and fraudulently intending them the said James Somervell and William Duguid in this behalf craftily and subtilly to deceive and defraud the aforesaid sum of One hundred and twenty pounds Sterling money together with the Costs and damages amounting as aforesaid to the aforesaid sum of eighteen pounds twelve shillings and six pence sterling money (which two last aforesaid mentioned sums amount in the whole to the sum of One hundred and thirty eight pounds twelve shillings and six pence) or the value thereof in current money or any part thereof to them the said James Somervell and William Duguid or to either of them hath not contented or paid (altho' so to do the aforesaid James Ringgold afterwards to wit on the day and year last aforesaid and often afterwards at the County aforesaid was by the said James Somervell and William Duguid requested) but the same or any part thereof to content or pay he hath altogether refused and still doth refuse to the damage of them the James Somervell and William Duguid in the sum of Five hundred pounds current money and thereupon they bring suit &c — Mr Cook p. Plff. Pledges &c John Doe Rich Roe.

Whereupon the said James Ringgold being ruled at the prayer of the said James Somervell & William Duguid by the court here to give special bail in the plea aft, a certain John Ringgold of Kent County came before the Judges of our said Court in his proper person, and became pledge and Mainpreptor for the said James Ringgold that if it should happen that Judgment for the said James Somervell and William Duguid against the said James Ringgold should be rendered, then the said John Ringgold granted that all Damages Costs & Charges which unto the said James Somervell and William Duguid should by the Court be adjudged, of his lands and chattels should be made and to the use of the said Somervell and Duguid levied if it should happen that the said James Ringgold the said Damages Costs and Charges unto the said Somervell and Duguid should not pay or his body in execution of such judgment to the public prison of Kent County aft should not render. Thereupon the process of and upon the premises between the Parties aft was continued by the Court there until the second Tuesday of September then next. At which said second Tuesday of September in the year Seventeen hundred and ninety three here came again into Court the parties aft by their Attorneys aft, and thereupon at the prayer of the said Somervell and Duguid by their Attorney aft, it was ruled by the Court, that the said James Ringgold should file his plea in answer to the Declaration of them the said Somervell and Duguid, by the second Tuesday of April then next. The same day was