were worth at the time of the sale and delivery thereof as afsd: And the afsd James in fact says, that the goods waves & merchandizes last mentioned so sold & delivered to the said Thomas were reasonably worth at the time of their sale other five hundred pounds current money afsd whereof the afsd Thomas, afterwards to wit, on the day & year afsd at the County afsd had notice: And whereas the afsd Thomas afterwards to wit on the day & year afsd at the County afsd was indebted unto him the said James in one other sum of five hundred pounds current money afsd, for the like sum of money by him the afsd Thomas for him the said James & to his use before that time had & received and so being thereof indebted the afsd Thomas in consideration thereof upon himself afsumed & to him the said James then and there faithfully promised, that he the afsd Thomas the last afsd sum of money to him the said James, when afterwards he should be thereunto required would well & truly content & pay: And whereas the afsd Thomas afterwards to wit on the day & year last afsd at the County afsd, was indebted unto him the said James, in another sum of five hundred pounds current money, for the like sum of money, by him the said James at the like special instance & request, & to the use & behoof of him the afsd Thomas before that time laid out expended & paid & so being thereof indebted the afsd Thomas, afterwards to wit, on the day & year last afsd, at the County afsd: then & there faithfully promised, that he the said Thomas the last afsd sum of money to him the said James, when afterwards he should be thereunto required would well & truly content & pay: And whereas the afsd Thomas afterwards, to wit on the day & year last afsd at the County afsd was indebted unto him the said James, in another sum of five hundred pounds current money, for the like sum of money to him the said Thomas, by the said James, at the special instance & request of the said Thomas before that time lent & delivered & so thereof being indebted, the afsd Thomas in Consideration thereof, afterwards to wit, on the day & year last afsd at the County afsd upon himself afsumed & to the said James then & there faithfully promised that he the afsd Thomas, the last afsd sum of money to him the said James when afterwards he should be thereunto required would well and truly content & pay. Nevertheless the afsd Thomas his several promises & afsumptions afsd so as afsd made not regarding, but minding & fraudulently intending, him the said James in this behalf craftily & subtilly to deceive & defraud the afsd several sums of money or any part of either of them to him the said James hath not rendered or paid (altho' it to do the afsd Thomas was afterwards, to wit on the day & year last afsd by the said James required) but the same or any part of either of them to content or pay he hath hitherto altogether refused & still doth refuse to the damage of him the said James in the sum of one thousand pounds current money afsd & therefore he brings suit and so forth. —

John Scott for Plff. Pledges & John Doe & Richard Roe." —

The account mentioned in the declaration above & annexed, Court —

Dr. Mr Thomas Ringgold his A/C. with James Ringgold

1786 May 13.	To 1 Silver mounted Gun Stg Cost £7.7. —			
	To 100 per Cent advance 7 7.	14	14	—
Sept. 10.	To 100 Eng. Quills 10/. 1 penknife 5/6. 1 Do 3/6.		19.	—
	To 1 Pair Sleeve buttons 9/ 1 Quire paper 2/6.		3	3.
Oct. 22	To Cash 15/. 4 Yds Ribbon 6/7.	1.	1	8.
1787. Oct. 19	To Cash 30/ (25th Cash 5/6.	3	7	6
25.	To Cash paid Price Ampt. his A/c Stablage &c	2	8	6.
1788	To Cash paid Captain Dennis by your order his A/c	9.	1.	—
July 7.	To Cash p. Skaggs for your mare to Venition	5.	5.	—
	To Do. p. Do. for 12 weeks pasturage	2.	5.	—

Oct. 24.	To Ditto rec. of Colo. John Thomas		8.	10.
1789 March 21.	To Cash paid yourself	4	5.	—
May 14.	To Cash p. A. Clude Ampt. his A/c	3	17.	6.
1790	(To Intst from 16th May 1789 to ——)	£54	16.	3.
Nov. 3.	To Cash lent you as per Recpt	100	"	"
1791.	To Intst on Ditto			
April 24	To 4 Cedar posts got by Mr J. Hyland		6	8.
26th	To Cash p. D. Hall for new wings to my sulky	"	17.	6.
July 26.	To your afsumsit in favor of your Brother Samuel	54	10	—
Octr. 3.	To Cash p. Mr S. Willis Freight 28 Hds Tobacco to Baltre and 2 days demurage	12.	1.	"
	" To Cash p. Mr Jas. Hooker Warehouse Charges on 7 Hds Tobacco Shipping	1	15.	—
	" To Jacob Glenn paid for 1 Hd. Tobacco imported at Baltre as per Qr settled with Mr Ruby	10.	10.	6.
	" To our joint Note to Jos. Brown as per date and Recpt on d. Note p. by JR for 3 Hds Tobacco shipped as per A/C. Sales to your Credit	30.	15.	11.
	To Intst on ditto p. by JR to 16th Janry 1796.	4	6	5.
	To JR's Note to JC Hynson yet unpaid for 3 Hds Tobacco Nt 3037 lbs at 20/ pr Ct and 5/ Cash shipped as per a/c Sales to your Credit	31.	2.	4.
	To Intst on Ditto			
Nov. 5.	To JR's Note to Mr M Benton for 14 Hds Tobacco Nt 11906 lb. as per Contract at 20/ pr Ct 5/ Cashes shipped as per A/c. Sales to your Credit	123	1.	2.
1792	To Intst on Ditto			
April 19	To our joint note to Jas. Riches as per date and receipt on d. note p. by JR for 2 Hds Tobacco shipped as per A/c. Sales to your Credit	19.	10	8.
	" To Intst p. thereon to the 19th April 1792.		4	2
	To Mr W. Ruby p. Freights to his Schooner as per A/c. title to your debit	23	18.	3.
	To Sundries as per A/c. rec. by John Bowman	11.	18.	6.

Amt. Debit brd. over

Memdum —

1791.	To Cash won at Billiards on the 26 July 1791. 4 Guins.	£7.	—	—
May 10.	By 20 Gall Madeira Wine	15/	15.	—
	By 2 Quarter Cashs of Baltimore strong Beer won on the Election for Delegates 1793		5.	5. —

At which said second Tuesday of April in the year Seventeen hundred and ninety five here came again into Court the parties afs by their attorneys afs, thereupon on the motion of the parties afs by their Attorneys afs, it was ruled by the Court here that the whole matter in variance between the parties afs be referred to Richard Seldman the Ys & Benjamin Chambers, and in case they should disagree they were empowered to choose a third person, and that judgment should be rendered by the Court of their award or the award of any two of them when returned to the Court here on giving the respective ten days notice &c agreeably to the act of Assembly in such case made & provided. Thereupon the process on the premises between the parties afs was continued to the second Tuesday in September then next following —

At which said second Tuesday in September in the year seventeen hundred & ninety five the said Parties, by their Attorneys afs came here again into Court. And the process afs was further continued by the Court to the second Tuesday of April then next. — And now here at this day, to wit. The second Tuesday in April, in the year Seventeen hundred and ninety six, here come again the Parties afs by their Attorneys afs, and the above mentioned arbitrators