against the ap James in the plea ap, and complained thereof against him in the following words, to wit — "Kent County ss. Be it remembered that on the day of in the year of our Lord one thousand seven hundred and ninety seven, came here into the Court for Kent County, Cuthbert Hall Esquire Sheriff of Kent County by William Barrale his Attorney, and exhibited to the said Court his Bill against James Ringgold of Chester Town in Kent County Gentleman, therein wise called James Ringgold of Chester Town of a plea that he render unto him the sum of one hundred and seventy nine pounds one shilling and ten pence which to him he owes and unjustly detains and so forth — The tenor of which Bill followeth in these words — To the Honorable the Chief Justice and the Associate Justices of Kent County Court sr. Cuthbert Hall high Sheriff of Kent County by William Barrale his Attorney saith of James Ringgold of Chester Town in Kent County, Gentleman for that whereas the ap James on the seventh day of February in the year of our Lord one thousand seven hundred and ninety seven, at Kent County ap, by his certain writing Obligatory, acknowledged himself to be held and firmly bound to the ap Cuthbert, in the sum of one hundred and seventy nine pounds one shilling and ten pence to be paid unto him the said Cuthbert when afterwards he should be thereunto required — Nevertheless the ap James the ap sum of money to him the said Cuthbert although often thereunto required hath not rendered or paid, but the same or any part thereof to him the said Cuthbert to render or pay he hath hitherto altogether refused and still doth refuse, to the Damage of him the said Cuthbert two hundred pounds Current money of Maryland and therefore he prays remedy and so forth; and the said Cuthbert brings here into Court the writing Obligatory ap, in form ap witnesseth the date where of is the day and year aforesaid — William Barrale for Plff. Pledges &c — John Doe, Richd Roe —

Oyer of Bond and Condition is as follows — Know all men by these presents that I James Ringgold of Chester Town are held and firmly bound unto Cuthbert Hale of the same place and in Kent County in the full and just sum of one hundred and seventy nine pounds one shilling and ten pence to be paid to the said Cuthbert Hall, his Heirs, Executors, Administrators or Assigns; to the which payment well and truly to be made and done, I bind myself, my Heirs, Executors and Administrators firmly by these presents sealed with my seal and dated this seventh day of February Anno Domini seven hundred and ninety seven 1797 — The Condition of the above Obligation is such, that if the above bound James Ringgold, his Heirs, Executors or Administrators shall well and truly pay or cause to be paid to the within named Cuthbert Hall, his Heirs, Executors, Administrators or Assigns, the just and full sum of eighty nine pounds ten shillings and eleven pence with lawful Interest from the date, or before the first day of March

next, then the above Obligation to be void, or else to remain in full force and virtue in law — Signed, Sealed and delivered, in the presence of Moses Alford — J. Ringgold (Seal)

On back of said Bond is the following indorsement — Mr James Ringgold (2) Bond to Cuthbert Hale Shff, which bond was taken for fees due him as Sheriff of said County — J. Ringgold —

And on the aforesaid second Monday of October seventeen hundred and ninety seven, the ap James Ringgold by John Scott his Attorney here into Court doth come, and prays to the same Court that the action ap so as ap depending between the ap Cuthbert Hall, plaintiff, and him the said James Ringgold Defendant, is by Habeas Corpus removed to the General Court to be held at Easton in Talbot County for the Eastern Shore of this State on the second Tuesday of April next, upon which the said Court for the County of Kent aforesaid hath legal notice by Habeas Corpus amongst amongst the proceedings of the same Court filed and allowed —

In Testimony that the foregoing is a true Copy of the proceedings in the action aforesaid I hereunto subscribed my name and affixed the public Seal of Kent County Court this seventh day of April seventeen hundred and ninety eight — Thos Worrell Clk Kent County —

And now here comes into our General Court as well the said Cuthbert Hale by William Barrale Esquire his Attorney, as the said James Ringgold by John Scott Esquire his Attorney — Thereupon it was told by the Court at the prayer of the said Cuthbert Hale by his Attorney aforesaid that the said James Ringgold answer to the Declaration aforesaid of him the said Cuthbert Hale in the plea aforesaid by Thursday 10 O'Clock, being the nineteenth day of this present Month, and if the said James Ringgold doth not answer to the Declaration aforesaid of him the said Cuthbert Hale in the plea ap Judgment will be rendered against him by default; The same day was given to the Parties ap there &c — And nowhere at this time, to wit, at ten of the Clock on the nineteenth day of April seventeen hundred and ninety eight, comes the said Cuthbert Hale by his Attorney aforesaid, and the said James Ringgold though solemnly called, now here comes not, nor says any thing in bar or preclusion of the action ap of him the said Cuthbert Hale, but therein doth may default, whereby the same Cuthbert Hale remains against the said James Ringgold therein undefended — Therefore it is considered by the Court here that the said Cuthbert Hale recover against the said James Ringgold, as well the sum of one hundred and seventy nine pounds one shilling and ten pence Current money his Debt aforesaid, as also the Quantity of nine hundred and fifty six pounds of Tobacco for his Damages which he hath sustained as well by occasion of the detention of the said Debt as for his Costs and Charges by him about his suit in this behalf laid out and expended, adjudged unto the same Cuthbert Hale by the Court here, with his Assent, and the said James Ringgold in mercy &c — Test. James Earle jr. Clk —

Memorandum. Judgment was rendered in this action on the 19th day of April 1798, under the rule for Penalty and Costs — To be released on payment of the Principal, Interest & Costs