twenty hundred and ninety seven, by his Indorsement on the Note aforesaid, made and written, and with the proper hand of him the said James Welch subscribed, ordered and appointed the aft. sum of money {State remaining unsatisfied} to be paid to him the said Joseph Mapey, which afterwards, to wit, on the day and year last aforesaid, at the County aforesaid, the aforesaid James Ringgold had notice. By reason whereof premises and also by force of the Statute in such cases lately made and provided, the aft. James Ringgold became liable for, and chargable to pay, unto him the aforesaid Joseph Mapey, the aforesaid sum of Money in the said Note mentioned, and being so therewith chargeable, the aforesaid James Ringgold in Consideration thereof afterwards, to wit, on the day and year last aft. at the County aforesaid, upon himself Assumed, and to the Said Joseph Mapey then and there faithfully promised, that he the said James Ringgold, the aforesaid sum of money to him the said Joseph Mapey, when afterwards he should be thereunto required would well and truly Content and pay — Nevertheless the aforesaid James Ringgold, his promise and Assumption aforesaid, so as aforesaid made, not regarding, but minding, and fraudulently intending, him, the said Joseph Mapey in this behalf craftily and subtilly, to deceive and defraud the aforesaid sum of money, or any part thereof to him the said Joseph Mapey hath not Contented or paid, {although so to do the aforesaid James Ringgold was, afterwards, to wit, on the day and year last aft. and often afterwards, at the County aforesaid by the said Joseph Mapey requested} but the same, or any part thereof to content or pay he hath hitherto altogether refused and still doth refuse to the Damage of him the said Joseph Mapey in the sum of three hundred pounds Current money of Maryland and therefore he brings suit &c — Mr. Barrde pro Pltff. pledges &c — Jn. Doe, & Rich.d Roe. —

Copy of Note is as follows: — Lewisberg — August 18th 96. —

Ninety days after date I promise to pay Messrs. Thomas Edgar and William Murray, or their Assigns the sum of Six hundred Dollars, for value received of them the day and year above Written — Witness my hand — J. Ringgold — Test, Patterson Hopper —

On back of said Note is the following Indorsements —

We assign the within Bond unto James Welch or Assigns, being for value received of him this 24th July 1797. — William Murran, for Murran & Edgar — Test, Denis McLaughlin. —

I assign the within Bond unto Joseph Mapey this 24th day of July 1797. — Test, Mich.l Hyson — James Welch. —

Whereupon it was ruled by the Court, at the prayer of the said Joseph Mapey by his Attorney aforesaid, that the said James Ringgold answer to the Declaration aforesaid of him the said Joseph Mapey in the plea aforesaid. And the said James Ringgold by his Attorney aforesaid defended the wrong and and injury when &c and prayed leave of the Court to imparle unto the next Term, and he had it. The same day was given to the said Joseph Mapey then &c —

And now here, at this day, to wit, the second Tuesday of September in the year of our Lord one thousand seven hundred and ninety eight, comes again into Court the parties aforesaid by their Attorneys aforesaid; And the Said James Ringgold by his Attorney aforesaid further defends the force and injury when &c. and says, that he cannot deny the action aft. of the said Joseph Mapey, so as aforesaid against him brought, nor but he the said James Ringgold did assume upon himself in manner and form as the Said Joseph Mapey above thereof against him Complains, nor likewise but that the said Joseph Mapey hath sustained Damage by reason of the non-performance of the promise and Assumption aforesaid to the sum of five hundred pounds Current money as he the said Joseph Mapey above by declaring supposes. — Whereupon the Said Joseph Mapey by his attorney aforesaid prays Judgment, and those Damages so acknowledged, together with his Costs and Charges by him about his suit in this behalf laid out and expended, to him to be adjudged &c. — Therefore it is considered by the Court here, that the said Joseph Mapey recover against the said James Ringgold as well the said sum of five hundred pounds Current money, above acknowledged for his Damages which he hath sustained by occasion of the non-performance of the promise and Assumption aforesaid, as also the quantity of six hundred and thirty five pounds of Tobacco, adjudged unto the said Joseph Mapey by the Court here for his Costs and Charges by him about his suit in this behalf laid out and expended. And the said James Ringgold in mercy &c. — Test, James Carle Clk. Cur. —

Memorandum. Judgment was confessed in this action on the 12th day of September 1798, for $500 Damages and Costs. — To be released on the payment of $225 Current money, with Interest from the 18th day of November 1796. the paid and Cts. — Payments if any to be allowed — with Stay of Execution untill the next Term. —

John C. Hynson against Samuel Davis } Be it remembered that on the twenty eighth day of August in the year of our Lord one thousand seven hundred and ninety seven, Command was given to the Sheriff of Kent County to take Samuel Davis late of Kent County, Gentleman, if he should be found in his bailiwick, and him safe keep, so that he might have his body before the Judges of our General Court — to be held at Easton in Talbot County, on the second Tuesday of September then next, to answer unto John Carvile Hynson of a plea that he render unto him the sum of four hundred and seventy seven pounds eighteen shillings and sixpence Current money of Maryland, which to him he owes, and unjustly detains and so forth. — And that thereof he the said Sheriff should not fail at his peril, and should have then and there that Writ &c. — To which said Second Tuesday of September in the year of our Lord one thousand seven hundred and ninety seven (being the day for the return of the aforegoing Writ) came into Court the Said John C. Hynson by John Scott Esquire his Attorney, and the Sheriff of the County aforesaid, to whom the said Writ was directed likewise came, and made return thereof to our said Court thus endorsed, to wit: — "Copi — C. Hale Shff." —