whom and soforth: and who neither and soforth: to recognize and soforth, because as well and soforth: the same day is given to the parties aforesaid then and there and soforth.

At which said second Tuesday of October being the eleventh day of the said month in the year of our Lord one Thousand eight hundred and three, comes again into the General Court here as well the said William Bradley Beanes by his attorney aforesaid as the said Samuel Hepburn administrator as aforesaid by his attorney aforesaid. Thereupon further process of and upon the premises aforesaid between the parties aforesaid by consent of the said parties and their attornies aforesaid, and by order of the court here thereon is further continued until the second Tuesday of May next.

At which said second Tuesday of May being the eighth day of the said month in the year of our Lord one thousand eight hundred and four, comes again into the General Court here as well the said William Bradley Beanes by his attorney aforesaid as the said Samuel Hepburn administrator as aforesaid by his attorney aforesaid: and the said Samuel Hepburn administrator as aforesaid by his attorney aforesaid relinquishing the averments aforesaid above by him pretended, saith that he cannot deny the action aforesaid of the said William Bradley Beanes so as aforesaid brought, nor but that he the said Samuel Hepburn administrator as aforesaid detains from the said William Bradley Beanes the said sum of Three hundred pounds current money in manner and form as the said William Bradley Beanes above thereof in his declaration hath complained. Yet the said Samuel Hepburn administrator as aforesaid further saith that this confession is by him made subject to the opinion of the court here upon the following statement of facts, to wit:

William B. Beanes
vs
Samuel Hepburn
administrator de bonis non
of Frank Leeke

"It is agreed that the above confession shall be subject to the court's opinion on the following case.

It is admitted that the Bond on which this suit is brought was executed by

(Frank)

Frank Leeke the obligor therein named. It is also admitted that the said obligor died intestate and that Samuel Leeke took out letters of administration in due form of Law and gave Bond as the Law requires for the due administration of the Estate of the said Intestate. That the said Samuel Leeke died intestate and never returned any Inventory of the Estate of the said Frank Leeke the said Intestate. That the said Samuel Hepburn after the death of the said Samuel Leeke took out letters of administration de bonis non on the estate of the said Frank Leeke in due form of Law and gave a Bond for the due administration of the said Estate of the said Frank Leeke unadministered by the said Samuel Leeke. It is also admitted that the said Samuel Hepburn the defendant never returned any Inventory of the Estate of the said Frank Leeke within twelve months from taking out the said Letters de bonis non, nor has he done so at the time of bringing this suit. If the court should be of opinion that the above facts would be sufficient in evidence to charge the defendant with the debt aforesaid then the Judgment in this case to be entered for the penalty and costs. To be released on payment of Principal Interest and costs. But if the court should be of a contrary opinion then Judgment of Cruprosa to be entered.

A. C. Magruder for Defdt
Arthur Chaaff for Plaintiff

May 31st. 1804

Whereupon for that the court here are not advised to give their Judgment of and upon the premises, day therefore is given to the said parties (by consent of the parties aforesaid and their attornies aforesaid) to hear thereof their Judgment until the second Tuesday of October next for that the said court here are not, &c.

And now at this day to wit the said second Tuesday of October being the ninth day of the said month in the year of our Lord one thousand eight hundred and four, comes again into the General court here as well the said William Bradley Beanes by his attorney aforesaid as the said Samuel Hepburn administrator as aforesaid by his attorney aforesaid. Whereupon all and singular the premises being by the Court here seen heard and fully understood and matured deliberation thereupon had for that it appears to the court here that the Law arising on the

(above)