by leave of the Court here, and according to the form of the statute in such case made and provided, further defend the force and injury when &c. and say, that the said Benjamin Mackall his action aforesaid thereof against them to have & maintain ought not; because they say, that they the said Jane Magruder and William Magruder administrators as aforesaid before the impetration of the writ aforesaid in this cause, had fully administered all the goods and chattels which were of the said Alexander Howard Magruder at the time of his death, in the hands of them the said Jane Magruder and William Magruder administrators as aforesaid to be administered; and that they the said Jane Magruder and William Magruder administrators as aforesaid have not, nor had they, at the time of the impetration of the said writ, nor ever after had they, any goods and chattels which were of the said Alexander Howard Magruder at the time of his death in their hands to be administered, whereuwith the debt aforesaid & any part thereof they might pay; and this they are ready to verify; wherefore they pray Judgment if the said Benjamin Mackall his action aforesaid thereof against them to have & maintain ought &c.

And the said Benjamin Mackall saith, that he by any thing by the said Jane Magruder and William Magruder administrators as aforesaid in their plea above alleged from having & maintaining his action aforesaid, ought not to be precluded because he saith, that the said Jane Magruder and William Magruder administrators aforesaid did not pay, nor the said Alexander Howard Magruder in his life time did not pay to him the said Benjamin Mackall the said sum of money, with legal interest thereon, ~~on~~ which the said Alexander Howard Magruder ought to have paid to the said Benjamin Mackall according to the form and effect of the said condition, as the said Jane Magruder and William Magruder administrators as aforesaid above against him alleged; and of this he prays may be inquired by the Country, and the said Jane Magruder and William Magruder administrators as aforesaid in like manner &c.

And the said Benjamin Mackall as to the second plea of the said Jane Magruder and William Magruder administrators as aforesaid by them above pleaded, by way of Replication thereto, saith that he ought not to be precluded from having & maintaining his action aforesaid, by any thing in the plea of the said Jane Magruder and William Magruder administrators as aforesaid above alleged, because he saith, that the said Jane Magruder and William Magruder administrators as aforesaid at the time of the impetration of the writ aforesaid in this cause, and since had in their hands unadministered, goods and chattels which were of the said Alexander Howard Magruder at the time of his death sufficient to have paid and satisfied the said Benjamin Mackall his debt aforesaid, to wit, at Prince George's county aforesaid; and of this he prays may be inquired by the County; and the said Jane Magruder and William Magruder administrators as aforesaid, in like manner &c.

Therefore let a Jury thereon come before the Court here, on the second tuesday in May next, by whom &c. and who neither &c. to recognize &c.

because

because as well &c. the same day is given to the parties aforesaid there and here &c.

And now here on this day, to wit, the said second tuesday in May being the twelfth day of the same month anno domini one thousand seven hundred and eighty nine come again into our General Court here, as well the said Benjamin Mackall by his attorney aforesaid, as the said Jane Magruder and William Magruder administrators as aforesaid by their attorney aforesaid: And the said Jane Magruder and William Magruder administrators as aforesaid by their attorney aforesaid, relinquishing the averments aforesaid by them above in pleading alledged, and say, that the said Benjamin Mackall ought not to be precluded from having and maintaining his action aforesaid thereof against them, because they say, that they cannot deny but that the said Alexander Howard Magruder at the time of his death did owe to the said Benjamin Mackall the said sum of two hundred pounds sterling money of the value of three hundred and thirty three pounds six shillings and eight pence current money, in such manner and form as the said Benjamin Mackall above against them declared. Therefore it is considered by the Judges of the Court here that the said Benjamin Mackall recover against the said Jane Magruder and William Magruder Administrators as aforesaid as well the sum of two hundred pounds sterling money, of the value of three hundred and thirty three pounds six shillings and eight pence current money, his debt aforesaid in form aforesaid confessed, as the quantity of six hundred and seventy seven and one fifth pounds of tobacco, by the Judges of the Court here, unto him the said Benjamin Mackall on his assent adjudged, for his damages, which he sustained by occasion of the detention of that debt; to be levied of the goods and chattels which were of the said Alexander Howard Magruder at the time of his death, and which shall hereafter come to the hands of the said Jane Magruder and William Magruder administrators as aforesaid if so much thereof shall come to the hands of the said Jane Magruder and William Magruder administrators as aforesaid to be administered; and that the said Jane Magruder and William Magruder administrators as aforesaid be in mercy &c.

Memorandum, Judgment was rendered in this cause on the twenty second day of May anno domini one thousand seven hundred and eighty nine, when costs, (for penalty) and costs, to be released on payment of principal, interest and costs. Test.

John Gwinn Clk.

Leonard Magruder against John Lawson Nayor. Debt. Pleadings withdrawn, Judgment for £1031. 1. 0. current money and costs, to be released on payment of principals, interest and costs; stay of Execution to the 1st August next, payments if any to be allowed. signed 16th May. Costs 758 3/5 Tob° Test Jno Gwinn Clk.
Judgment satisfied p Plaintiffs note filed.

Leonard Magruder against George Nayor Junr. Debt. Pleddings withdrawn, Judgment for £1031. 1. 0. current money and costs, to be released on payment of principal interest and costs; stay Execution to the 1st August next, payments if any to be allowed, signed 16 May. Costs 758 3/5 Tob: Test. Jno Gwinn Clk.
Judgment satisfied. p Plaintiffs note filed.