and sued forth the writ of Attachment in this cause upon the said Judgment and laid the said attachment in the hands of the defendants that the defendants at the time of laying the said Attachment in their hands were and still are indebted to the House of Eyre Athinson and Walton of London in Great Britain merchants in the sum of Eight hundred and fifty three pounds and ten pence Sterling money of which house the said Benjamin Eyre was at the time of laying the said Attachment one of the partners and interested one third part in the said partnership transactions.

It is further agreed that the Defendants were not at the time of laying the said Attachment nor at any time since indebted to the said Benjamin Eyre in any other manner than as a partner of the house of Eyre Athinson and Walton as aforesaid that the said House of Eyre Athinson and Walton are not indebted to any citizen of this State.

It is also agreed that before the laying of the Attachment aforesaid in the hands of the Defendants the aforesaid Benjamin Eyre in his separate Capacity and the aforesaid Eyre, Athinson and Walton as partners became Bankrupts and have been declared such according to the respective Statutes of the Kingdom of Great Britain relating to Bankrupts and that Joshua Johnson one of the Plaintiffs was at the time aforesaid when the debt aforesaid from the said Benjamin Eyre with the Plaintiffs was contracted and ever since hath been residing in the Kingdom of Great Britain and that the whole Transactions relative to the said debt and the Contracting of the same were had made and passed between the said Benjamin Eyre and the said Joshua Johnson in the aforesaid Kingdom of Great Britain on behalf of himself and his partners the Plaintiffs in this suit.

And it is also agreed that some of the Partnership Debts due by the said Eyre Athinson and Walton are yet outstanding and unpaid and that it is uncertain wether the partnership property of and partnership debts due to the said House of Eyre, Athinson and Walton will be more than sufficient to satisfy and pay the debts due from the said House.

And

And if the Court shall be of opinion that the said sum of eight hundred and fifty three pounds and ten pence sterling money or any part thereof in the hands of the Defendants is liable to satisfy the debt aforesaid due from the said Benjamin Eyre to the Plaintiffs then Judgment to be entered for the Plaintiffs for such sum as the Court shall direct against the Defendants, But if the Court should be of opinion that the said sum of Eight hundred and fifty three pounds and ten pence Sterling money nor any part thereof in the hands of the defendants is not liable to satisfy the Plaintiffs on the aforesaid Attachment then Judgment of Nonpros to be entered in this cause.

W. Cooke p. Plff.
Robt. Smith for Defl.

But because the Court here are not advised to give their Judgment of and upon the premises day therefore is given to the parties aforesaid untill the second Tuesday of May next to hear their Judgment of and upon the premises because the Court here thereof not yet &ca.

And now here at this day to wit the said second Tuesday of May being the eleventh day of the same month Anno Domini seventeen hundred and ninety come again as well the aforesaid Charles Wallace, Joshua Johnson and John Muir by there Attorney aforesaid as the aforesaid John Herrett and Company Garnishees aforesaid by their attorney aforesaid,

Whereupon all and singular the premises being seen and by the court now here more fully understood and mature delibereration being thereupon the opinion of the Court now is that the said Charles Wallace, Joshua Johnson and John Muir ought to have of the Goods and Chattels rights and Credits of the said Benjamin Eyre in the hands and possesion of the aforesaid John Herrett and Company to the sum of four hundred and seventy three pounds eighteen shillings and two pence Current money of Maryland and that they the said Charles Wallace, Joshua Johnson and John Muir ought to have condemnation thereof.

Thereupon the aforesaid Charles Wallace, Joshua Johnson & John Muir by their attornies aforesaid pray that upon giving security