of the said James Rufsell (to which said James Clerke administration of all & singular the goods chattels rights & credits which were of the said James Rufsell at the time of his death was by Registers of Wills for Baltimore County) after the death of him the said James in due form of Law committed have not paid, nor hath either of them paid, but the said Charles Ridgely in his lifetime & the said Rebecca Ridgely & John Ridgely since the death of the said Charles Ridgely, to the said James Rufsell in his lifetime & to the said James Clerke since the death of the said James Rufsell have altogether refused to pay & the said Rebecca Ridgely & John Ridgely to the said James Clerke still do refuse & unjustly detains wherefore the said James Clerke saith he is the worse & have sustained damage to the value of ten thousand five hundred & ten pounds one shilling & eight pence current money & in delay of the execution of the administration afs.d & therefore he brings suit and soforth, and the said James Clerke brings here into Court aswell the writing obligatory afs.d sealed with the seal of the afs.d Charles Ridgely & bearing date the day & year afs.d as the Letters of administration afs.d which the commission of the administration afs.d to the said James Clerke in form afs.d witnesseth.

William Cooke for Pltff. Pledges and Soforth. John Doe and Richard Roe

Oyer of the writing obligatory in the Declaration mentioned, and of the Condition thereof follow.

Know all Men by these presents that we Benjamin Nicholson and Charles Ridgely son of John, both of Baltimore county merchants are held and firmly bound unto James Rufsell of London merchant, in the sum of three thousand one hundred and fifty three pounds and six pence sterling money of Great Britain, to be paid to the said James Rufsell or to his certain attorney executors administrators or assigns to which payment well & truly to be made & done, ourselves & each of us, our & every of our heirs executors and administrators jointly severally & firmly by these presents sealed with our seals, dated the twenty second day of June, in the year of our Lord one thousand seven hundred & seventy three.

The Condition of this obligation is such, that if the above bounden Benjamin Nicholson, his heirs executors and administrators, or any of them, shall and do well & truly pay, or cause to be paid, unto the above named James Rufsell, or to his certain attorney executors administrators or assigns, the just & full sum of thousand five hundred, seventy & six pounds ten shillings & three pence sterling money aforesaid at or upon the twenty second day of December next with lawful interest for the same, without fraud, or further delay, then the above obligation to be void and of none effect, or else to be & remain in full force & virtue.

Sealed & Delivered in the presence of Benj.n Nicholson (Seal)
Charles Grahame C. Ridgely son of Jn.o (Seal)

A copy of which aforegoing Declaration and oyer was made and sent with the writ which issued in the plea aforesaid.

At which said second tuesday of May to wit, the tenth day of the same month Anno Domini seventeen hundred and ninety one, and the day of the return of the aforegoing writ, comes here into our General Court, the said James Clerke administrator as aforesaid by his attorney aforesaid, and the Sheriff of Baltimore county to whom the same writ was made and directed, likewise comes and makes return thereof, to the Court here, thus endorsed to wit.

Apr. Copy left with Rebecca Ridgely April 18.th
with John Ridgely May 3.d } Thos. Rutter Sheriff.

And the said Rebecca Ridgely and John Ridgely executors as aforesaid by Luther Martin their attorney, come and defend the force and injury when and soforth, and pray leave of the Court to imparle hereunto until next Court and they have it and the same day is given to the Plaintiff also.

At which said next Court to wit, the second tuesday of October being the eleventh day of the same month Anno Domini seventeen hundred and ninety one, come again here into our General Court as well the said James Clerke administrator as aforesaid by his attorney aforesaid as the said Rebecca Ridgely and John Ridgely executors as aforesaid by their attorney aforesaid, And the said Rebecca Ridgely and John Ridgely executors as aforesaid by their attorney aforesaid, as before, defend the force and injury when and soforth, and pray further leave of the Court to imparle hereunto until next Court, and they have it, and the same day is given to the Plaintiff also.

At which said next Court to wit, the second tuesday of May being the eighth day of the same month Anno Domini seventeen hundred and ninety two, come again here into our General Court as well the said James Clerke administrator as aforesaid by his Attorney aforesaid, as the said Rebecca Ridgely and John Ridgely executors as aforesaid by their Attorney aforesaid, And the said Rebecca Ridgely and John Ridgely executors as aforesaid by their attorney aforesaid, as before, defend the force and injury when and soforth, and pray further leave of the Court to imparle hereunto until next Court and they have it and the same day is given to the Plaintiff also.

At which said next Court to wit the second tuesday of October being the ninth day of the same month Anno Domini seventeen hundred and ninety two, come again here into our General Court as well the said James Clerke administrator as aforesaid by his Attorney aforesaid, as the said Rebecca Ridgely and John Ridgely executors as aforesaid by their attorney aforesaid, And the said Rebecca Ridgely and John Ridgely executors as aforesaid by their attorney aforesaid as before defend the force and injury when and soforth, and crave oyer of the writing obligatory aforesaid, and the condition thereof, and to them it is read, which being read and heard, they the said Rebecca and John to have or maintain ought not, because they