they say that after the making the writing obligatory aforesaid and before the impetration of the original writ of him the said James Clerke, to wit, on the twenty second day of December in the year of one thousand seven hundred and eighty three, they paid unto him the said James Russell in his lifetime the aforesaid sum of one thousand five hundred seventy and six pounds ten shillings and three pence sterling money of Great Britain of the value of two thousand six hundred and twenty seven pounds ten shillings and five pence current money of Maryland with legal interest thereon according to the form of the statute in such case made and provided, to wit, at Baltimore County aforesaid, which according to the form and effect of the said condition they ought to have paid, and this they are ready to verify, wherefore they pray Judgment if the said James his action aforesaid thereof against them the said Rebecca and John to have or maintain ought and soforth.

And the aforesaid Rebecca and John by special leave of the Court first had and obtained, and according to the form of the statute in such case made and provided further come and defend the force and injury when and soforth, and saith that the said James his action aforesaid thereof against them to have or maintain ought not, because they say that they the said Rebecca and John at the time of the impetration of the original writ aforesaid had fully administered all the goods and chattels which were of the said Charles Ridgely at the time of his death in their hands to be administered and that they have not nor on the day of the impetration of the original writ aforesaid had fully administered all the goods and chattels which were of the said Charles Ridgely at the time of his death in their hands to be administered and that they have not nor on the day of the impetration of the original writ, nor ever after have had any goods or chattels which were of the aforesaid Charles Ridgely at the time of his death in their hands to be administered whereewith they the debt aforesaid or any part thereof might pay. And this they are ready to verify, wherefore they pray Judgment if the said James Clerke his action aforesaid thereof against them the said Rebecca and John to have or maintain ought and soforth.

And the said James Clerke saith that he by any thing by the said Rebecca and John in their plea alledged from having and maintaining his action aforesaid ought not to be precluded, because he saith, that after the making the writing obligatory aforesaid and before the day of the impetration of the original writ of him the said James Clerke they did not pay unto him the said James Russell in his life time the said sum of one thousand five hundred and seventy six pounds ten shillings and three pence sterling money of Great Britain of the value of two thousand six hundred and twenty seven

seven pounds ten shillings and five pence current money of maryland with legal interest thereon according to the form of the statute in such case made and provided, to wit, at Baltimore County aforesaid, which according to the form and effect of that condition they ought to have paid, and of this he prays may be enquired of by the Country and the said Rebecca and John in like manner and soforth.

And the said James as to the second plea of the said Rebecca and John above by them pleaded by way of Replication thereunto saith that he the said James ought not to be precluded from having and maintaining his action aforesaid by any thing in the plea of the said Rebecca and John alledged, because he saith that the said Rebecca and John 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 Charles Ridgely at the time of his death sufficient to have paid and satisfied the said James Clerke his debt aforesaid to wit, at Baltimore county aforesaid; and of this he prays may be enquired of by the Country, and the said Rebecca and John in like manner and soforth.

Therefore let a Jury thereupon appear before the Judges of our General Court here on the second tuesday of May next, by whom &c and who neither &c because as well &c the same day is given to the said parties then and there &c

And now here at this day to wit, the second tuesday of May being the fourteenth day of the same month anno Domini seventeen hundred and ninety three, 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.

Nevertheless the said Rebecca Ridgely and John Ridgely executors as aforesaid by their attorney aforesaid relinquishing the avermont aforesaid above by them pretended say that the said James Clerke administrator as aforesaid ought not to be precluded from having and maintaining his action against them, because they say that they cannot deny, but that the said Charles Ridgely at the time of his death did owe to the said James Russell the sum of five thousand two hundred and fifty five pounds and ten pence current money as the said James Clerke above thereof in his Declaration hath complained.

Therefore it is considered by the Court here that the said James Clerke administrator of the aforesaid James Russell recover against the said Rebecca Ridgely and John Ridgely executors of Charles Ridgely as well the sum of five thousand two hundred and fifty five pounds and ten pence current money his debt aforesaid in form aforesaid confessed as also his costs and charges by him about his suit in this behalf laid out and expended to be levied of the goods and chattels of the said Charles Ridgely at the time of his death, and which shall hereafter come to the hands of the said Rebecca Ridgely and John Ridgely executors as afore said to be administered, and the said Defendants in mercy &c.

Memorandum, Before the signing of the above Judgment

H