It was agreed between the said parties Plaintiff and Defendants that the same be subject to the opinion of the Court, whether by the late war between Great Britain and America, the payments made by the Defendants into the Treasury, the debt is discharged or extinguished or any, and what part of the same, or of the interest thereof. It is therefore submitted to the Court on the following case stated to wit.

James Clerke adm.r of James Russell against Rebecca Ridgely & John Ridgely Ex.rs of Charles Ridgely

Judgment when assets is confessed for the value of the penalty of the aforesaid Bond in current money and costs of suit. which Judgment the Plaintiff agrees to release on the payment of such sum as the Court shall determine to be due by virtue of the said Bond on which this suit is brought on the following case stated for the opinion of the Court.

The said James Russell, and the said Charles Ridgely and a certain Benjamin Nicholson on the twenty second day of June in the year of our Lord one thousand seven hundred and seventy three, were subjects of the King of Great Britain and on the said day and year the said Charles Ridgely and Benjamin Nicholson being justly indebted to the said James Russell, did enter into, and duly execute the said writing obligatory to the said Russell to secure to him the payment of the debt so by them to him due and owing, which writing obligatory is in the words and figures following to wit.

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 Russell 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 Russell or to his certain attorney, executors administrators or assigns, to which payment well & truly to be made & done we bind 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 and 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 Russell, or to his certain attorney executors administrators or assigns the just & full sum of one 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 and virtue.

Sealed & delivered in the presence of Charles Graham

Benj.n Nicholson (Seal)
C. Ridgely son of Jn.o (Seal)

And the same is the writing obligatory on which this suit is brought.

It is agreed that on the sixth day of March in the year of our lord one thousand seven hundred and eighty one, the said Charles Ridgely before George Lendenberger Esq. then being one of the State Marylands justices of the peace for Baltimore county duly made and took the oath following to wit.

Baltimore county March 6th 1781. came before me the subscriber one of the justices for the county aforesaid Charles Ridgely son of John and made oath on the holy Evangels, that before the twentieth day of April seventeen hundred and seventy nine he sold property to the amount of ten thousand pounds current money for the purpose of paying his debts due James Russell merchant of London contracted before the first day of September seventeen hundred and seventy six that he constantly had that sum of money in readiness to pay him the said James Russell, but that he the said James had not become a subject and resident of this or any one of the united States since the first day of September seventeen hundred and seventy six nor has he had an attorney in fact acknowledging himself as such for the purpose of receiving debts, always since that time in this State to the best of his knowledge.

C. Ridgely son of Jn.o

sworn before Geo. Lendenberger

which oath the said Charles Ridgely lodged with Thomas Harwood Esquire treasurer of the Western Shore of Maryland, on the said day and year last mentioned, and on the same day and year last mentioned paid unto the said Thomas Harwood then being treasurer of the Western Shore of Maryland as aforesaid the sum of seventy seven pounds twelve shillings and eleven pence in new bills of credit mentioned in an act entitled an act for calling out of circulation the quota of this State of the bills of credit issued by congress and the bills of credit emitted by acts of assembly under the old government and by the resolves of convention towards the discharge of the sum of fifteen hundred and seventy six pounds ten shillings and three pence sterling the sum mentioned in the condition of the said writing obligatory and the interest thereon in arrears due and unpaid, which said new bills were of the kind made payable at the rate of one for forty in discharge of the said bond by the act aforesaid.

It is further agreed that the aforesaid Charles Ridgely paid and lodged the aforesaid sum of money in the said new bills on account of the said debt due on the said Bond and on the same day and year took and received from the said Thomas Harwood then being treasurer as aforesaid, receipts for the same and for other money then to him paid in the words and figures following viz

£29. 16. 6. in lieu of £1190. curr.y Number 10.

The State of Maryland acknowledges the receipt of twenty nine pounds sixteen shillings and six pence in lieu of eleven hundred and ninety three pounds currency from Benjamin Nicholson & Charles Ridgely son of John on account of James Russell agreeable to an act entitled an act for calling out of circulation the quota of this State of the bills of credit