of the said Charles Ridgely altho' often required, the said sum of sterling money or the value thereof in current money or any part thereof to the said James Russell in his life time, or to the said James Clerk after the death of the said James Russell in his life time, or to the said James Clerk after the death of the said James Russell, (to which said James Clerk administration of all & singular the goods and chattels rights & credits which were of the said James Russell at the time of his death was by Register 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 at any time paid, but the said Charles refused to pay, & the said Rebecca Ridgely & John Ridgely since the death of the said Charles Ridgely to the said James Russell in his life time refused to pay & to the said James Clerk since the death of the said James Russell do yet refuse to pay & unjustly detain; wherefore the said James Clerk saith he is the worse & hath sustained damage to the value thirteen thousand seven hundred & fifty nine pounds ten shillings and six pence half penny current money & in delay of the execution of the administration afs.d & therefore he brings suit & Soforth; and the said James Clerk brings here into Court as well 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 the Plff. Pledges and Soforth. } John Doe and Richard Roe

Oyer of the writing obligatory mentioned in the Declaration aforesaid, and the condition of the same thereof, follow.

Know all Men by these presents that we Charles Ridgely son of John and Benjamin Nicholson of Baltimore County merchants are held and firmly bound unto James Russell of London merchant in the sum of four thousand one hundred and twenty seven pounds seventeen shillings and two pence sterling) to be paid to the said James Russell or to his certain Attorney executors administrators or assigns, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs executors and administrators jointly severally and 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 Charles Ridgely son of John and Benjamin Nicholson their heirs executors and administrators or any of them, shall and do well and truly pay or cause to be paid unto the above named James Russell or to his certain attorney executors administrators or assigns the just and full sum of two thousand sixty and three pounds eighteen shillings and seven sterling) money, at or upon the twenty second day of September next ensuing the date hereof without fraud or further delay

delay then the above obligation to be void and of none effect or else to be and remain in full force and virtue.

C. Ridgely son of Jno. (Seal)
Benj Nicholson (Seal)

Sealed & Delivered in the presence of }
Charles Grahame }

On the back of the aforegoing Bond is the following endorsement to wit.

Received this 4th of March 1774. from Mr. Benjamin Nicholson seventy pounds six shillings and six pence sterling in part of the within Bond.

Jas James Forbes Atty for Mr. James Russell, London.

Received this 8. of November 1774. from Mr. Benjamin Nicholson one hundred and twenty pounds three shillings sterling, in part of the within Bond.

Charles Graham

April 4th 1774. the Interest charged in Mr James Russells acc.t against Mr. John Ridgely will pass and be allowed.

by William Fitzhugh, Commiss.r Gen.l

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.

Cepi. Copy left with Rebecca Ridgely, April 18th } (Thos. Rutter Shff.
with John Ridgely, May 3. }

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