Therefore it is considered by the Court here that the 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 six thousand and eight hundred and seventy nine pounds fifteen shillings and three pence one farthing 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 aforesaid to be administered, and the Defendants in mercy &c.

Memorandum, before the signing of the above Judgment, 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 viz

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

Debt, Judgment when a sette 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 their opinion to wit. The said James Russell and the said Charles Ridgely and 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 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 & twenty seven pounds seventeen shillings and two pence sterling to be paid to the said James Russell, be 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

dated this 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 pence sterling money at or upon the twenty second day of September next ensuing the date hereof without fraud or further delay then the above obligation to be void and of none effect or else to be and remain in full force and virtue.

sealed & delivered in the presence of Charles Grahame } C. Ridgely son of Jn.o (Seal) Benj.a Nicholson (Seal)

And that 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 Esquire then being one of the State of Marylands Justices of the peace for Baltimore county duly made and took the oath following to wit.

Baltimore county March 6.th 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 and 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. Lindenberger

which oath the said Charles Ridgely lodged with Thomas Harwood Esq.r 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 hundred and one pounds twelve shillings and nine pence in the 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