Henry Executor aforesaid in the plea aforesaid; whereupon it is ruled by the Court here that the said Charles surviving Obligee aforesaid reply to the answer of the said Henry Executor aforesaid in the plea aforesaid, and if he doth not reply to the answer of the said Henry Executor aforesaid, Judgment will be rendered against him by default; and the said Charles surviving Obligee aforesaid by his said attorney, prays leave of the Court here to imparle until the second Tuesday of October next, to reply to the answer of the said Henry Executor aforesaid in the plea aforesaid, and he hath it, the same day is given to the aforesaid Henry Executor aforesaid then and there and so forth.

At which said second Tuesday in October being the eighth day of the same month in the year of our Lord One thousand seven hundred and ninety three until which day the said Charles surviving Obligee aforesaid had leave to imparl and then to reply to the answer of the said Henry Executor aforesaid in the plea aforesaid, comes as well the said Charles surviving Obligee aforesaid by Luther Martin, Robert Smith and Richard Ridgely his attornies, as the aforesaid Henry Executor aforesaid by Gabriel Duvall his attorney as aforesaid. And thereupon the said Henry surviving Obligee aforesaid by his said attorney, prays that the said Charles Executor aforesaid may reply to the answer of the said Henry surviving Obligee aforesaid in the plea aforesaid; whereupon it is ruled by the Court here further that the said Charles surviving Obligee aforesaid reply to the answer of the said Henry Executor aforesaid in the plea aforesaid, and if he doth not reply to the said answer of the said Henry Executor aforesaid, Judgment will be rendered against him by default; and the said Charles surviving Obligee aforesaid by his said attornes prays leave of the Court here to imparle until the second Tuesday of May next, to reply to the answer of the said Henry Executor aforesaid in the plea aforesaid, and he hath it the same day is given to the aforesaid Henry Executor aforesaid then and there and so forth.

At which said mentioned second Tuesday in May being the thirteenth day of the same Month in the year of our Lord One thousand seven hundred and ninety four, until which day the said Charles surviving Obligee aforesaid had leave to imparle and then to reply to the answer of the said Henry Executor aforesaid in the plea aforesaid comes as well the said Charles surviving Obligee aforesaid by his attornes aforesaid, as the said Henry Executor,

Executor aforesaid by his Attorney aforesaid; Nevertheless the aforesaid Henry Executor aforesaid by his attorney aforesaid relinquishing his averment aforesaid above by him pretended, says that he cannot deny the action aforesaid of the aforesaid Charles surviving Obligee aforesaid so as aforesaid against him brought nor but that the aforesaid Charles surviving Obligee aforesaid out to have his Execution against him the said Henry Executor aforesaid for the Debt, Damages, costs and Charles aforesaid in the Writ of Scirefacias above specified, to be levied and so forth.

Therefore it is considered by the Court here, that the aforesaid Charles surviving Obligee aforesaid have his execution against the said Henry Executor aforesaid, for as well the Debt, Damages, costs and Charges aforesaid as also the quantity of Six hundred and sixty six pounds of Tobacco, for his cost and Charges by him sustained by reason of the delay of the execution of the Judgment aforesaid, to be levied of the proportion of the goods and Chattels which now of the said Henry Ridgely at the time of his death, and which are or have been in or shall hereafter come to, the hands of the said Henry Executor as aforesaid to be administered, and which may be subject to the said Debt, Damages, Cost and Charges, in a legal Course of administration if so much thereof or have been in, or shall hereafter come to, the hands of the said Henry Executor aforesaid to be administered as aforesaid, and if so much thereof are not, nor have been in, the hands of the said Henry Executor aforesaid to be administered as aforesaid; then the - - - - , Costs and Charges last aforesaid, to be levied of the proper goods and Chattels of the said Henry.

Memorandum. Fiat rendered in this cause on the twenty sixth day day of May in the year of our Lord One thousand seven hundred and ninety four, Subject to the Terms following, to wit; It is agreed that this Judgment shall bind any assets in hand, or that may hereafter come to the hands of the Defendant liable and chargeable after satisfying any claims entitled to priority in the Cause of Administration to satisfy the Plaintiffs claim.

Test. John Grover Clerk.

Benjamin Ogle to Joseph Wood. Debt on bond executed by Robert Wood with William Bently the said Joseph Wood and George Shanks security. Capi Joseph and George Ns the rest to May Term 1793. Bail for Shanks and Sheriff amerced for Joseph Wood - amercement struck out at October Term 1793 and Joseph Wood appears and at this Term Judgment confessed by Joseph Wood for Four hundred and twenty one pounds eleven shillings Seven hundred and two pounds eleven shillings and eight pence Current Money Debt and,