pounds of Tobacco for their Costs and Charges by him about his Suit in that behalf laid out and expended by the same Court thereunto the said John Jeremiah and Eleanor his Wife on their agent adjudged as by the record and process thereof in the aforesaid Court of Record remaining fully appears which same Judgment in form aforesaid had and obtained was for a just and bona fide Debt by the said Sabrett in his life to the said Keigh the Intestate in his life time owing and then and there owing unpaid or in any manner satisfied, And the said Zebulon Hollingsworth who for the State in this instance prosecuteth also saith that the said Judgment in form aforesaid had and obtained is still in full force and effect remaining not reversed or satisfied and that after the death of the said Sabrett and at the time of rendering the said Judgment the said Jacob the aforesaid at Baltimore County aforesaid had of the Goods and Chattels which were of the said Sabrett at the time of his death in his hands to be administered to the value of the debt damages and Costs aforesaid in the Judgment aforesaid mentioned wherewith the aforesaid Jacob Executor as aforesaid the said debt damages and Costs of the aforesaid Keigh could have satisfied to wit at Baltimore County aforesaid Nevertheless the aforesaid Jacob the Executor aforesaid the said Sums of Current Money and Tobacco so as aforesaid due and unpaid or either of them or any part thereof to the said John, Jeremiah and Eleanor his Wife hath not paid or satisfied but the aforesaid Sums of Current Money and Tobacco in the Judgment aforesaid mentioned still remains due and unpaid to the said John Jeremiah and Eleanor his Wife and so the said Zebulon Hollingsworth saith that the said Jacob aforesaid hath not paid the Debts of the said Sabrett the Testator which he did owe at the time of his death so far forth as the Goods Chattels and Credits which were of the said Sabrett the Testator at the time of his death will extend and the Law will charge as the ought to have done but hath wasted and misapplied the same contrary to the form of the Condition of the Writing obligatory aforesaid, and that the said Zebulon Hollingsworth is ready to verify and so forth, wherefore the said Zebulon Hollingsworth who for the said State in this Instance prosecuteth prays Judgment for the said State for the Debt aforesaid together with damages by occasion of the detention of that debt to be adjudged and so forth, with this that the said Zebulon Hollingsworth (will)

will certify that the said Jacob in the Condition of the Writing obligatory aforesaid mentioned and the said Jacob in the record of the Judgment aforesaid mentioned is one and the same person and not others or divers. —

And the said State by its Attorney aforesaid prays that the aforesaid Jacob Walters may answer and rejoin to the Replication aforesaid of the said State above set forth, by the twentieth day of February next; and thereupon it is said to the aforesaid Jacob Walters that if he doth not — answer to the Replication aforesaid of the said State by the said twentieth day of February next; Judgment will be entered against him by default. — Thereupon further process of and upon the premises between the parties aforesaid and by order of Court here thereon is continued until the — second Tuesday of May next following. —

At which said second Tuesday of May being the twelfth day of the same month in the year of our Lord one thousand seven hundred and ninety five comes again here into our General Court as well the said State of Maryland by its Attorney aforesaid as the aforesaid Jacob Walters by his Attorney aforesaid; And the said Jacob Walters to the Replication of the said State above in this behalf, saith that there is not any such Judgment for the said John Bowen administrator and Jeremiah Johnson and Eleanor his Wife administratrix of all and singular the Goods and Chattels which were of the said Keigh Sollars deceased, against him the said Jacob, on Record remaining in the General Court of the Western Shore of this State, as the said State in the Replication aforesaid above hath alledged, and this the said Jacob is ready to verify and so forth; wherefore he prays Judgment if the said State ought to have or maintain its Action aforesaid against him the said Jacob and so forth; Thereupon further process of and upon the premises between the parties aforesaid by consent of the said parties and their Attornies aforesaid, and by order of Court here thereon is further — continued until the second Tuesday of October next following. —

At which said second Tuesday of October being the thirteenth day of the same month in the year of our Lord one thousand seven hundred and ninety five comes again here into our General Court as well the said State of Maryland by its Attorney aforesaid as the aforesaid Jacob Walters by his Attorney aforesaid. — And the said State of Maryland by its Attorney aforesaid, says that the said State by any thing by the — aforesaid Jacob Walters above in rejoining alledged ought not to be precluded from having or maintaining its said Action for the debt (aforesaid)