And the said Margaret Beall and Upton administrators as aforesaid by John Thomson Mason their Attorney come and defend the force and injury when and so forth, and pray leave of the Court here, to Imparle until the second Tuesday of May next, and to them it is granted, the same day is given to the aforesaid Rebecca Dulany Executrix as aforesaid also.

At which said second Tuesday of May being the eighth day of the same month, in the Year of our Lord one thousand seven hundred and ninety eight, to which said day the said Margaret Beall and Upton Beall administrators as aforesaid had leave to imparle, come again into the General Court here, as well the aforesaid Rebecca Dulany Executrix as aforesaid by her Attorney aforesaid, as the said Margaret Beall and Upton Beall administrators as aforesaid by their Attorney aforesaid, And thereupon on motion of the aforesaid Rebecca Dulany Executrix as aforesaid by her Attorney aforesaid, It is ruled by the Court here, that the said Margaret Beall and Upton Beall administrators as aforesaid answer to the Declaration aforesaid of the aforesaid Rebecca Dulany Executrix as aforesaid in the plea aforesaid, or Judgment by the Court here will be entered against them in default thereof; And the said Margaret Beall and Upton Beall administrators as aforesaid by their Attorney aforesaid as before defend the force and injury when and so forth; and pray further leave of the Court here, to Imparle until the second Tuesday of October next, and then to answer to the Declaration aforesaid of the aforesaid Rebecca Dulany Executrix as aforesaid in the plea aforesaid, and to them it is granted, the same day is given to the aforesaid Rebecca Dulany Executrix as aforesaid also.

At which said second Tuesday of October being the ninth day of the same month, in the Year of our Lord one thousand seven hundred and ninety, to which said day the said Margaret Beall and Upton Beall administrators as aforesaid had further leave to Imparle and then to answer to the Declaration aforesaid of the aforesaid Rebecca Dulany Executrix as aforesaid in the plea aforesaid, come again into the General Court here as well the aforesaid Rebecca Dulany Executrix as aforesaid by her Attorney aforesaid, as the said Margaret Beall and Upton Beall administrators as aforesaid by their Attorney aforesaid; And the said Margaret Beall and Upton Beall administrators as aforesaid by their Attorney aforesaid as before defend the force and injury when and so forth, and say that the aforesaid Rebecca Dulany Executrix as aforesaid her Action aforesaid against them to have or

(maintain)

maintain ought not &c, because they say that the said Walter Beall mentioned in the Condition of the writing obligatory aforesaid, did pay unto the aforesaid Daniel Dulany in his life time the said sum of Sterling Money in the Condition of the said Writing obligatory mentioned with legal Interest thereon according to the form and effect of the Condition of the said Writing obligatory and this they are ready to verify wherefore they pray Judgment if the aforesaid Rebecca Dulany Executrix as aforesaid her Action aforesaid against them to have or maintain ought and so forth.

And the said Margaret Beall and Upton Beall administrators as aforesaid by their Attorney aforesaid, with leave of the Court according to the form of the Statute in such case made and provided, further defend the force and injury when and so forth, and say that the aforesaid Rebecca Dulany Executrix as aforesaid her action aforesaid against them to have ought not, because they say, that they the said Margaret Beall and Upton Beall administrators as aforesaid before the impetration of the Writ aforesaid in this Cause had fully administered all the Goods and Chattles which were of the aforesaid Brooke Beall at the time of his death in the hands of them the said Margaret Beall and Upton Beall administrators aforesaid to be administered, and that the said Margaret Beall and Upton Beall administrators as aforesaid have not nor had they or either of them at the time of the impetration of the Writ aforesaid nor ever after had they or either of them any Goods or Chattles which were of the aforesaid Brooke Beall at the time of his death in their hands to be administered wherewith the Debt aforesaid or any part thereof they might pay, And this they are ready to verify, wherefore they pray Judgment if the aforesaid Rebecca Dulany Executrix as aforesaid her Action aforesaid against them to have or maintain ought and so forth.

And the aforesaid Rebecca Dulany Executrix as aforesaid by her Attorney aforesaid as to the first plea of the said Margaret Beall and Upton Beall administrators aforesaid above in pleading alledged, saith that she by any thing in the said plea contained from having or maintaining her Action aforesaid against them ought not to be precluded because she saith, that the said Walter Beall mentioned in the Condition of the Writing obligatory aforesaid, did not pay unto him the aforesaid Daniel Dulany in his life time, the aforesaid sum of Sterling Money in the Condition aforesaid mentioned with the Interest thereon in such manner and form as the said Margaret Beall and Upton Beall administrators as aforesaid in their first plea above by pleading have alledged, And of

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