between the parties aforesaid, by consent of the said parties and their Attorneys aforesaid, and by order of the Court here thereon, was further continued until the second Tuesday in April, then next following.

At which said second Tuesday of April, seventeen hundred and eighty seven, came again the parties aforesaid, by their Attorneys aforesaid, And the said James Clayland Administrator as aforesaid, saith that the said Thomas and Samuel Fisher their Action aforesaid, thereof against him the said James Clay:land to have or maintain ought not, because he saith, that he hath fully Administer:ed all and singular the Goods and Chattles which were of the said James Che:tham at the time of his death in his hands to be Administered; and that he hath not, now at the day of the impetration of the Original Writ of the said Thomas and Samuel Fisher in this Cause, nor any time since had any Goods or Chattels which were of the said James Chetham at the time of his death in his hands to be Administ:ered, whereby the same James Clayland, the Claims of the said Thomas and Sa:muel Fisher, or any part thereof to the said Thomas and Samuel could pay or satisfy: And this he is ready to verify. Wherefore he prays Judgment whether the said Thomas and Samuel their Action aforesaid thereof against him to have or maintain ought, &c. — And the said Thomas and Samuel by their Attorney afore:said saith that by any thing above pretended in the plea of the said James Clay:land, he ought not to be precluded from having or maintaining their said Action afore:said thereof against him, because they saith that the said James Clayland, at the day of the impetration of the original Writ of him the said Thomas and Sa:muel in this Cause, to wit, the day of in the year had divers Goods and Chattels which were of the said James Chetham at the time of his death in his hands to be Administered, to the value of Cur:rent money, and sufficient to pay and satisfy the demand of the said Thomas and Samuel, to wit, at the County aft: And this they prays may be enquired of by the County, &c. — And the said James Clayland thereof in like man:ner, &c. —

Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their Attorneys aforesaid, and by order of the Court here thereon was further continued until the second Tuesday in September then next following.

And now here at this day, to wit; the second Tuesday of Septem:ber, seventeen hundred and eighty seven, here came again the parties aforesaid, by their Attorneys aforesaid, and the said James Clayland Administrator as afore: by his Attorney aft, defendeth the force and injury when and so forth; and saith that he cannot gainsay the Action aforesaid, of the said Thomas and Samuel Fisher, so as aforesaid against him brought, nor but that he owes to the said Samuel & Thomas, the aforesaid sum of One thousand four hundred and ninety two, in manner and form aft, so as the said Thomas and Samuel above against him hath complained: Therefore it is Considered by the Court here, that the said Thomas and Samuel do recover against the said James Clayland Administ. as aft, the debt aforesaid in form aforesaid acknowledged and also the quantity six hun:dred and nineteen pounds of Tobacco, as well for their damages, which they have sustained, by occasion of the detention of that debt, as for their Costs and Charges by them about their suit, in this behalf expended, unto the same Thomas and Samuel by the Court here with his Assent Adjudged, &c. — To be levied of the Goods and Chattels which were of the said James Chetham in the hands of the said James Clayland, to be administered being: If so much in his hands he hath, and if he hath not, then the damages and Costs aft, to be levied of the proper Goods and Chattels of the said James Clayland, &c. — And the said James Clayland in mercy, &c. —

James Earle Clk.

Judgment was confessed in this action on the twenty sixth day of September seventeen hundred and eighty seven; Penalty, to be released on payment of Princi:pal, Interest and Costs. — Payment to be allowed if any. —