same Writ. And the said Jeremiah Colston by Nicholas Hammond his Attorney also came here into Court, and defended the force and injury when and so forth; and prayed leave to imparl therein until the second Tuesday in September then next following; and it was granted unto him, the same day was given to the said Neal Price, Aaron Floyd and William Robinson there and so forth —— At which day, to wit, the second Tuesday in September here came the parties afs^d, by their Attorneys afs^d, and the said Jeremiah Colston by his Attorney afs^d again defended the force and injury when and so forth; and prayed leave to imparl therein until the second Tuesday in April seventeen hundred and eighty nine, and it was granted unto him, the same day was given unto the said Neal Price, Aaron Floyd and William Robinson there and so forth —— At which day to wit, the second Tuesday in April seventeen hundred and eighty nine, here came the said Neal Price, Aaron Floyd and William Robinson by their Attorney afs^d, and said; that the said Jeremiah Colston was dead, and that he died since the last continuance, to wit, in the day of at County afs^d; and that administration of all and singular the goods and chattels, rights and credits which were of the afs^d Joseph at the time of his death, by Esquire, Register of Wills for County afs^d, after the death of the said Joseph, to wit, on the day of in the year of our Lord one thousand seven hundred and at County afs^d, in due form of Law was committed to Antiage William Colston of the said County: and prayed the Court to direct a summon to issue for the said William Colston Administrator as afs^d, commanding him to be and appear at the next General Court and become a party in this Cause; and it was granted unto him: Thereupon further process of and upon the premises afs^d was continued until the second Tuesday in September then next following —— At which day to wit, the second Tuesday in September, here came the said Neal Price, Aaron Floyd and William Robinson by their Attorney afs^d and the said William Colston by Nicholas Hammond his Attorney also came, and defended the force and injury when and so forth, and prayed leave to imparl therein until the second Tuesday in April then next following; and it

was granted unto him: the same day was given to the said Neal Price, Aaron Floyd and Jeremiah Colston there and so forth —— And now here at this day to wit, the second Tuesday in April seventeen hundred and ninety here came the parties afs^d, by their Attorneys afs^d, and the said William Colston, Administrator as afs^d, by his Attorney afs^d defends the force and injury when and so forth, and saith that he cannot gainsay the Action afs^d of the said Neal Price, Aaron Floyd and Jeremiah Colston; nor can he deny but that he oweth unto the said Neal Price, Aaron Floyd and William Robinson the afs^d sum of five hundred and fifty six pounds and sixteen shillings current money of Maryland in manner and form as the said Neal Price, Aaron Floyd and William Robinson above against him hath complained: Therefore it is considered by the Court here, that the said Neal Price, Aaron Floyd and William Robinson do recover against the said William Colston Administrator as afs^d the debt afs^d in form afs^d acknowledged: and also the quantity of five hundred and twenty three pounds, and three fifths of a pound 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 that behalf expended unto the same Neal Price, Aaron Floyd and William Robinson by the Court here with their assent adjudged &c^a: To be levied of the goods and chattels which were of the said Jeremiah Colston in the hands of the said William Colston to be administered being, if so much in his hands he hath; and if he hath not then the damages and costs afs^d to be levied of the proper goods and chattels of the said William Colston and so forth; and the said William Colston in mercy &c^a

James Earle Clk:

Judgment was confessed in this Action on the fifteenth day of April seventeen hundred and ninety, for the penalty and costs to be released on payment of the principal, Interest and costs — payments if any to be allowed: Stay of Execution till September Term next ——