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 of September then next following – At which said second Tuesday of September seventeen hundred and eighty nine, came again the said William and Thomas by their Attorney aforesaid, and a certain Leah Kirkman Admx of all and singular the Goods and Chattels, Rights and Credits which were of the said Levin Kirkman at the time of his death, who died intestate as it is said, by Gustavus Scott her Attorney, and was at the prayer of the said William and Thomas with leave of the Court here made Defendant instead of the said Levin deceased; and the said William and Thomas by their Attorney aforesaid, prayed that a rule of Court be made for the said Leah to file her plea and answer to the Declaration of them the said William and Thomas at the next April Term, and it was granted unto them: 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 of April then next following – At which said second Tuesday of April, seventeen hundred and ninety came again the parties aforesaid by their Attorneys aforesaid, and the said Leah by her Attorney aforesaid, saith that the same Plantiffs their Action aforesaid thereof against her the same Leah to have or maintain ought not, because she saith that before the Impetration of the original Writ in this Cause, to wit, on the first day of January in the seventeen hundred eighty and six at Dorchester County aforesaid, the said Levin Kirkman in his lifetime paid to them the said Plantiffs the sum of money aforesaid in the Condition aforesaid specified together with the Interest which then had accrued according to the tenor and effect of the same Condition, all which she the same Leah is ready to verify, wherefore she prays Judgment whether the same Plantiffs their Action aforesaid thereof against her to have or maintain ought &c. "And the said William and Thomas by their Attorney aforesaid, say that by any thing by the said Leah alleged from having and maintaining their Action aforesaid thereof against her ought not to be precluded, because they say that the said Levin Kirkman in his lifetime did not pay to them the said William and Thomas the sum of money aforesaid with legal Interest for the same on the day aforesaid which the said Levin to the said William and Thomas on that day ought to have paid according to the form and effect of the said Condition as the said Leah above hath alleged, and this they pray be enquired of by the Country, and the said Leah in like manner and so forth" Whereupon this Cause standing ready for Trial, 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 of September then next following –

At which said second Tuesday of September seventeen hundred and ninety came again the parties aforesaid, by their Attorneys aforesaid: Nevertheless the said Leah by her Attorney aforesaid, relinquishing the Averment above by her pretended, says that she cannot deny the Action aforesaid of the said William and Thomas so as aforesaid against her brought, nor but that she owes to the said William and Thomas the said sum of three hundred and forty nine pounds eighteen shillings current money in manner and form as the said William and Thomas above against her have complained: Therefore it is considered by the Court here, that the said William and Thomas do recover against the said Leah, the Debt aforesaid, in form aforesaid acknowledged, as also the Quantity of six hundred and twenty and one fifth 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 said William and Thomas by the Court here with their Assent adjudged, to be levied of the Goods and Chattels which were of the said Levin in the hands of the said Leah to be administered being, if so much in her hands she hath, & if she hath not, then the Damages and Costs aforesaid to be levied of the proper Goods and Chattels of the said Leah &c and the said Leah in mercy &c.

James Earle Clk.

Judgment was confessed in this Action on the sixteenth day of September seventeen hundred and ninety for Penalty and Costs, to be released on Payment of Principal, Interest and Cost. Stay of Execution till the tenth day of November seventeen hundred and ninety –

Alexander Brown, Charles Philipshill & John Amery vs Patrick & Alexander Leyburn

Memorandum, the Plantiffs in this Cause by Gustavus Scott their Attorney sued out the State of Maryland's Writ of Certiorari, the tenor whereof ensues in the words and figures following, to wit: The State of Maryland, To the Justices of Dorchester County, Greeting. Whereas lately in our said Court, Patrick Leyburn and Alexander Leyburn, late of Dorchester County, were attached to answer unto Alexander Brown, Charles Philipshill and John Amery of a plea of Scirefacias and so forth, which said plea is still depending before you, our said Justices, in our said County Court, as it is said undetermined; and we being desirous, for certain reasons, that the Record and Proceedings in the plea aforesaid should by you be certified to us, do command you, that you send under your seals, the Record of the Proceedings aforesaid in the plea aforesaid, with all things touching the same, unto our General Court, to be held for the Eastern Shore of this State, at Talbot County Courthouse, the second Tuesday of September next, plainly and distinctly and in as full and ample manner, as it remains before, together with this Writ, so that we may be able thereon to proceed, and to do what shall appear