

On consideration whereof the Court doth adjudge, order and decree that the said report be held firm, un-
stable and binding between the parties

George W. Spence }
vs. } In Chancery

This cause came on this day to be again heard on the papers formerly read and on the report of the
Commissioners made at the last Term to which no exception has been filed and was argued by counsel
on consideration whereof the Court doth adjudge, order and decree that the said report be held firm, un-
stable and binding between the parties.

James Magel
against
John M. Gurley, Executor of William A. Sparks

Plff }
vs } In Debt.
Def

This day came the parties in their proper persons. and the defendant acknowledges the plaintiffs action
therefore it is considered by the Court that the plaintiff recover against the Defendant three hundred and
sixteen dollars ninety five cents the debt in the writ mentioned with legal interest thereon from the 1st day
of August 1845 till paid and his costs by him about his suit in this behalf expended. To be levied of the
goods and chattels of Decedent in the hands of the defendant to be administered ~~to~~ administered. And
the said defendant in Money &c
Memorandum. It is ordered to be entered of record that the plaintiff assents to what follows: that is
to say, the said plaintiff agrees that this judgment is not to be paid until there shall be a sufficiency
of assets in the hands of the defendant, after paying all debts of his decedent of superior dignity, of which
he may have notice before the expiration of nine months from the date of the defendants qualification
as executor, and after paying all judgments heretofore obtained against the defendant for debts of equal
dignity, and after retaining any debt due from the decedent to the defendant of equal dignity, and
paying likewise any debt for which the defendant may be surety for his testator, that is so evidenced
as to be of equal dignity. And the plaintiff furthermore agrees that this judgment is not to operate
as any admission or evidence of assets in the hands of the defendant.

Abram Reddick for the benefit of Samuel A. Darden
against
John M. Gurley executor of William A. Sparks dec

Plff }
vs } In Debt.
Def

This day came the parties in their proper person, and the defendant acknowledges the plaintiffs action
therefore it is considered by the Court that the plaintiff recover against the Defendant One hundred & ninety
eight dollars with interest thereon from the 1st day of September 1841 till paid and his costs by him
about his suit in this behalf expended. To be levied of the goods and chattels of the decedent in the
hands of the Defendant to be administered. And the said defendant in Money &c
Memorandum. It is ordered to be entered of record that the plaintiff assents to what follows, that is to
say, the said plaintiff agrees that this judgment is not to be paid until there shall be a sufficiency
of assets in the hands of the defendant after paying all debts of his decedent of superior dignity of which
he may have notice before the expiration of nine months from the date of the defendants qualifi-
cation as executor, and after paying all judgments heretofore obtained against the defendant for debts of
equal dignity, and after retaining any debt due from the decedent to the defendant of equal dignity
and paying likewise any debt for which the defendant may be surety for his testator, that is so evidenced
as to be of equal dignity. And the plaintiff furthermore agrees that this judgment is not to operate as
any admission or evidence of assets in the hands of the defendant.