

the said defendant in Henry J. To be levied of the goods and chattels of the defendant in the hands of the defendant to be administered.
 Memorandum. It is ordered of record that the plaintiff agrees to what follows that is to say the plaintiff agrees that this judgment is not to be paid until there shall be a suffering 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 to be witnessed as to be of equal dignity. And the plaintiff further agrees that this judgment is not to operate as any assignment or release of assets in the hands of the defendant.

James Mages
 against

Plff }
 Def }

John M. Parley executor of William A. Sparks dec.

This day came the parties in their proper persons and the defendant acknowledged the plaintiffs action. Therefore it is considered by the Court that the plaintiff recovers against the defendant Eight hundred and fifty one dollars thirty seven cents the debt on the note mentioned with legal interest thereon from the 20th day of November 1826 till paid and his costs to him about his suit on this behalf expended. To be levied of the goods and chattels of the defendant in the hands of the defendant to be administered. And the said Defendant in Henry J. Mages is to be credited for One hundred dollars paid July 1st 1826 and for One hundred dollars paid January 24th 1827.

Memorandum. It is ordered of record that the defendant agrees to what follows that is to say that the plaintiff agrees that this judgment is not to be paid until there shall be a suffering 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 to be witnessed as to be of equal dignity. And the plaintiff further agrees that this judgment is not to operate as any assignment or release of assets in the hands of the defendant.

Charles A. Nash for the benefit of James Mages
 against

Plff }
 Def }

John M. Parley executor of William A. Sparks dec.

This day came the parties in their proper persons and the defendant acknowledged the plaintiffs action. Therefore it is considered by the Court that the plaintiff recovers against the defendant thirty eight dollars the debt on the note mentioned, with legal interest thereon from the 11th day of May 1826 till paid and his costs to him about his suit on this behalf expended. To be levied of the goods and chattels of the defendant in the hands of the defendant to be administered. And the said Defendant in Henry J. Mages is to be credited for One hundred dollars paid July 1st 1826 and for One hundred dollars paid January 24th 1827.

Memorandum. It is ordered of record that the plaintiff agrees to what follows that is to say that the plaintiff agrees that this judgment is not to be paid until there shall be a suffering 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 to be witnessed as to be of equal dignity. And the plaintiff further agrees that this judgment is not to operate as any assignment or release of assets in the hands of the defendant.