

and no better answer can be by him made in that particular than to leave the Law to construe his words which are plain in themselves and declares to the best of his remembrance he never heard the Testator say how he would have his Estate distributed and knows nothing of any disobedience in his Children in his lifetime they being but young neither does he know any provisions made for them by the Testator in his life time, but does acknowledge that since he intermarried with the said Elizabeth he did pay parts and passed his obligation for more to John Beale in the Bill mentioned as thinking that he and his wife had a Childs portion of the Testators Estate due to them which he finds now he was mistaken in and that all that they have due to them is no more than what their duty and good meaneor may derive from the said Defend. and his wife and therefore hope in due time to be relieved in this Honble Court concerning the obligation in that behalf unwarily Entered into by him.

Whereupon Edward Lloyd Esq. Chencoll. and Keeper of the Great Seale of this our province of Maryland does in our said Court this fourth day of March 1711 Determine Order Sentence & Decree that Charles Kilburne and Elizabeth his wife Esq. & of Andrew Horwood be answerable to the Children of Andrew Horwood their proportionable part of the Residue of the Testators Estate by Equale portions the Widdows thirds deducted and that he pay the same accordingly, ~~And that the said Charles Kilburne~~ And that the said Charles Kilburne pay unto the said John Beale Guardian of And. Horwood as aforesaid the sum of two thousand five hundred sixty and four pounds Tobacco Costs of this Suit out of his own proper Estate.

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