

22500<sup>l</sup> tob<sup>o</sup> if he could gett your Pet<sup>s</sup> to sell with a defeazance that if he could not procure a good Title from yo<sup>r</sup> Pet<sup>s</sup> he would repay the 22500<sup>l</sup> tob<sup>o</sup> and pay Raspin what charges he should be out in rebuilding and reparaing the Mills, Raspin accounting for the profitts by him recd: Liber R.

Raspin gave bond for payment of the 22500<sup>l</sup> tob<sup>o</sup> and entred into possession of the premisses, Hee employed Thomas Marshall Millwright about reparaing the same, and not long after Raspin Dyed.

Marshall pretending Raspin was indebted to him for his worke a considerable summe of Tobacco as principall Credito<sup>r</sup> to Raspin procured Letters of Adm<sup>c</sup>ōn of Raspins Estate, which amounted to a very considerable value Sufficient to pay all Raspins Debts with a great overplus: And to prevent the Mills and houses goeing to Decay (if not looked after) to the prejudice of the Executo<sup>r</sup> of Dominick Bodkin, and the publick good, your L<sup>dsp</sup> out of your provident care for all was graciously pleased to ord<sup>r</sup> Marshall to continue in possession of the Mills and houses to looke after and reparaire the same, till such time as the p<sup>s</sup>ons Interested came in, to whom he was to be accomptable & to deliver possession. p. 342

That your Pet<sup>s</sup> are the p<sup>s</sup>ons solely concerned in Law by said will to sell or dispose thereof for paym<sup>t</sup> of Debts and legacys, and other vses in the s<sup>d</sup> will, and your Pet<sup>r</sup> James solely appointed for the managem<sup>t</sup> thereof here, that your Pet<sup>r</sup> hath procured Letters Testamentary from your L<sup>dsp</sup>s Judge for probate of wills, and hath often demanded possession of the premisses of said Marshall, and an Acco<sup>t</sup> of the profitts by him and Raspin recd: being ready to discount and allow all just disbursements That Marshall at first gave your Pet<sup>r</sup> quiett possession of two Roomes belonging to the house there which your Pet<sup>r</sup> kept a moneth or more, but since hath by evill Council procured two Justices of Charles County to Impannell a Jury, and to present your Pet<sup>r</sup> for a forceable Entry and Deteyner of the premisses, and the Jury not hearing your Pet<sup>s</sup> evidence found your Pet<sup>r</sup> James had forceibly deteined the premisses.

That thereupon (your Pet<sup>r</sup> being a stranger, and Marshall giveing out then and soe he doth still that he held the premisses by your L<sup>dsp</sup>s ord<sup>r</sup> and without that he would deliver possession to none, and your Pet<sup>r</sup> findeing himself soe hardly dealt with and kept out of his owne contrary to Justice)

Your Pet<sup>r</sup> by advice of his Council hath been constrained (contrary to his Inclinations) to commence severall actions at law against the said Marshall first to recover his deed of Mortgage and Pattent for the said Land in Marshalls Custody, 2<sup>dly</sup> an Acco<sup>t</sup> of the profitts by him recd: