

Liber FF that Whereas the said W<sup>m</sup> Price stands Endebedted unto yo<sup>r</sup> Compt: by bond bearing date 7<sup>th</sup> Octobr 1664 in the sume of Thirety Thow-sand pounds of tobacco and Caske as by the said Bond upon record in this Court will appeare Now soc it is that the said Price utterly denyeth and still doth deny to pay the same unto yo<sup>r</sup> petition<sup>r</sup> to his greate damage Whereupon he bringeth his accon and prayeth Order of this hon<sup>ble</sup> Court for speedy paym<sup>t</sup> thereof and Cost of Suite And he shall pray &<sup>c</sup>

The defend<sup>t</sup> Craues till tomorrow to put in his answer Which was allowed by the Board

W<sup>m</sup> Hollingworth pft } The pft not appearing respited by the Board  
W<sup>m</sup> Price defendant } untill tomorrow morning

Abraham Rowse pft } Suite fall'n—new accon commenc'd  
William Hempsted def<sup>t</sup> }

Henry Hare pft } Compounded  
Jonath: Sibrey def<sup>t</sup> }

W<sup>m</sup> Leeds pft } noe returne made by the sherriffe of Talbott  
Henry Clay def<sup>t</sup> } County, Whereupon Ordered the sherriffe doe shew  
Cause next Prouinciall Court why hee made noe returne thereof

[p. 218] Thomas Gerrard pft } This Cause respited since last Co<sup>rt</sup> The Pro-  
Richard Foster def<sup>t</sup> } ceedings then being read, the pft: saith the time  
express in the Indenture is expired and rent not tender'd according  
to the tenor thereof therefore forfeited to the first Enjoyer

The def<sup>t</sup> desires the Oath of Marmaduke Snow may be taken therein as followeth saith that upon Christmas day last was twelue month Richard Foster tender'd a heifer to this deponant for that yeares rent, and desired him to giue him a new lease, this depn<sup>t</sup> answered he had nothing to doe w<sup>th</sup> it, being askt where he tendred, answered att Mattapenny

The pft<sup>s</sup> Attorney alleadgeth it ought to haue been tendred to mr Gerrards Persons or to his Assignes, Conceiuing the tender not to be good in law, and that the tender was not made untill such time that the lease was expired, being then Calculated from 1643 untill Christmas 1664 it was found tender'd w<sup>th</sup>in the time

The pft desires the def<sup>t</sup> may produce his lease and by what title he holds this land, the defend<sup>t</sup> alleadg'd he Did produce it last Court but had it not now about him, after many disputes and the pft not producing his Euidence according to the Ord<sup>r</sup> and respite of last Prouin<sup>all</sup> Court, the def<sup>t</sup> desires a full dismission from this Cause that he might not be any longer troubled in this suite