

Liber N N fend the force & injury when &c & pray the heareing of the said writeing Obligatory & it is read unto them they also pray the heareing of the Condition of the said writeing Obligatory & it is read unto them in these words The Condition of this Obligation is such That if the abovebounden Peter Sayer & Henry Coursey their or either of their heirs ex^{rs} adm^{rs} or assignes doe well & truly pay or cause to be paid unto the abovesaid Samuel Cooke his execut^{rs} or assignes the full
 p. 286 quantity of Eight thousand five hundred Seventy six pounds of tobacco & caske according to Act of Assembly at some convenient place or places in Talbot County aforesaid on or upon the tenth day of October next ensueing the date hereof then this Obligation to be void or else to stand in full force. which being read & heard the said Peter & Henry pray licence to imparle hereunto untill the next Provinciaall Court & it is granted them the same day is given to the said Samuel Cooke.

Now here at this day to wit the eight & twentieth day of April Anno Dom̄ 1677 Came the said Samuel by his said Attorney & offered himselfe against the said Peter & Henry in the plaint aforesaid but the said Peter & Henry came not but made default Whereupon it is granted by the Court here that the said Samuel Cooke recover against the said Peter Sayer & Henry Coursey the summe of Eight thousand five hundred Seventy Six pounds of tobacco the debt aforesaid together with five hundred & forty pounds of tobacco costs of suite

Richard Royston ag ^t William Nichlas	}	William Nichlas was attached to answer unto Richard Royston in a plea of trespas upon the case And whereupon the said Richard by Mathew Warde his Attorney Saith That where Richard Pope the Younger of the City of Bristoll Grocer by his Indenture beareing date the ninth day of September 1667 being part owner of the good shipp called the Richard & James of Bristoll aforesaid of which the Said W ^m Nichlas was then master for & on the behalfe of himselfe & the rest of the Owners of the Said Shipp for the considerations therein mentioned did grant & to freight lett twenty & five tunns of the tunnage of the said Shipp unto Richard Royston aforesaid for the voyage whereon she was then bound being for Virginia & the Said Richard Pope did for himselfe thereby Covenant promise & grant that the Company belonging to the said Shipp should fetch & receive the said ffreighters goods & merchandizes on board the said Shipp in Virginia aforesaid with boats or sloops according to the Custome of the Country there, within threescore dayes So as the same goods shall lye & be within One mile of Some convenient landing place in Choptanck River & from thence by the Bay side unto Kent Island In consideration thereof the said Richard did thereby Covenant & grant to & with the said Richard Pope to pay for the freight of the said twenty five tunns be the same laden or
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