

Attorney complaineth, that whereas one Cornelius Regann late of Hunting Creek in Calvert County in the Province of Maryland deceased in & by his last Will & testam<sup>t</sup> in writeing bearing date the second day of Octob<sup>r</sup> in the yeare of our Lord God one thousand six hundred seventy & three did give to Sarah the Daughter of James Humes his Ex<sup>t</sup> one ffeather bed with Curtaines & Valence & all things to itt belonging, and of the same his lost Will & testam<sup>t</sup> did make constitute & appoint his Loveing friend James Humes of the Clifts to be his Ex<sup>r</sup>, & afterwards dyed After whose death the said James did taken upon him the burden of the Execution of the said testam<sup>t</sup> aforesaid, & in due forme of Law proved the same testament & divers Goods & Chattells which were of the aforesaid Cornelius Regann together with the said feather bed Curtaines & Valence & all things thereunto belonging, which said feather bed & furniture was appraisd to the Value of sixteen hundred pounds of tobacco to the hands and possession of the said James came to be Administred And whereas the said ffrancis Dorrington intermarried with the said Sarah the daughter of the said James, by which the said feather bed curtaines Valence & other things thereunto belonging given aforesaid or the Value thereof ought to be paid & delivered unto him the said ffrancis Dorrington Yet notwithstanding the said James Humes the aforesaid ffeather bed & furniture nor the Value thereof in his life tyme to the aforesaid ffrancis Dorrington nor to the said Sarah the said wife of the said ffrancis hath not paid or delivered according to the true meaning of the said last Will & testam<sup>t</sup> nor in any manner for the same given content, nor the said John Sunderland the Adm<sup>r</sup> of the Goods & Chattells of the said James since the death of the said James although often thereunto required the said feather bed & furniture hath not paid or delivered or in Any manner for the same given content, but the same to pay & deliver hath denyed & refused & still doth deny & refuse to the great damage of the said ffrancis, whereupon he saith he is damnified & hath losse to the Value of two thousand & five hundred pds of tobacco & thereupon he bringeth his suite

Liber N N

p. 610

And the said John Sunderland by Robert Carvile his Attorney cometh & defendeth the force & injury when &c & prayeth liberty to imparle hereunto untill next Provinciaall Court & itt is granted unto him, the same day is given to the plaintiffe also.

Now here att this day to witt the Seventeenth day of June in the third yeare of the Dominion of Charles Lord Baltemore &c Anoq<sup>o</sup> Doni 1678. came the said parties by their Attorneys aforesaid, & the said John by his said Attorney saith, that the said ffrancis his action aforesaid ag<sup>t</sup> him ought not to have, because he is & allwayes was ready & willing to deliver to the said ffrancis the said feather bed & furniture, & that he tendered the same to him the said ffrancis & he refused to Receive the same And this he is ready to verifie, &