

Liber N N his life tyme nor to the said Kenelm Exec<sup>r</sup> as aforesaid the said sume of twelve hundred pounds of tobacco according to the tenour of the aforesaid writeing Obligatory Therefore itt is considered by the Court here that the said Kenelm Cheseldyn Exec<sup>r</sup> as aforesaid recover against the said John Quigley as well the aforesaid sume of twelve hundred pounds of tobacco debt As also without ~ ~ ~ ~ pounds of tobacco costs of suite And the Defend<sup>t</sup> in mercy &c

Kenelm Cheseldyn Ex <sup>r</sup> John Jones ag <sup>t</sup> Marke Cordea	}	Marke Cordea late of S <sup>t</sup> Maryes County otherwise called Marke Cordea of S <sup>t</sup> Maryes County gent <sup>l</sup> was Sum <sup>o</sup> ned to Answer unto Kenelm Cheseldyn Exec <sup>r</sup> of the last Will & testam <sup>t</sup> of John Jones deceased in a plea that he rend <sup>r</sup> unto him the sume of One thousand pounds of tobacco which from him he unjustly detaineth
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And whereupon the said Kenelm in his proper person saith, that whereas the said Marke Cordea the twenty fifth day of May in the yeare of our Lord One thousand six hundred seventy seven did by his certaine writeing obligatory sealed with the Seale of the said Marke here in Court produced whose date is the same day & yeare above written, acknowledge himselfe holden & firmly bounden unto the said John Jones in his life tyme of S<sup>t</sup> Maryes gent<sup>l</sup> in the full & just Sume of One thousand pounds of good sound M<sup>c</sup>chantable tobacco in cask to be paid unto the said John Jones his Ex<sup>rs</sup> Adm<sup>rs</sup> or assignes convenient for shipping in the said County att or upon the tenth day of October next ensueing, to which payment well & truely to be made he did binde himselfe his heyres Exec<sup>rs</sup> & Adm<sup>rs</sup> firmly by those p<sup>r</sup>sents Notwithstanding which the said Marke Cordea the said Sume of One thousand pounds of tobacco to him the said John Jones according to the tenour of his said writeing obligatory hath not paid to the said John Jones in his Life tyme nor to the said Kenelm Cheseldyn since his death Ex<sup>r</sup> of the last Will & testam<sup>t</sup> of the said John though often thereunto required, but the same to him to pay hitherto hath & still doth deny to pay to the damage of the said Kenelm the sume of two twousand pounds of tobacco & thereupon he bringeth his suite And the said Kenelm bringeth here in Court the Letters testamentory of the said John that it may appeare to the Court here that he is Exec<sup>r</sup> of the said John of the testam<sup>t</sup> aforesaid, and thereupon to have Administracōn

And the aforesaid Marke Cordea by Robert Ridgely his Attorney cometh & defendeth the force & injury when &c And prayeth liberty to imparle hereunto untill next Provinciaill Court & itt is granted unto him, the same day is giuen to the plaintiffe also

Att which said next Provinciaill Court cometh the said parties by their Attorneys aforesaid And the said Marke by his said Attorney saith, that he unto the declaracōn of the said Kenelm as Exec<sup>r</sup> of