

At Court holden for Kent in y<sup>e</sup> Countie of Maryland Jan<sup>y</sup>  
y<sup>e</sup> 25<sup>th</sup> 1656 in y<sup>e</sup> second y<sup>e</sup>are of the Dominion of James  
Absolute Lord & Proprietary of y<sup>e</sup> Countie of Maryland &  
Colon = = = =

In answer to Robert Burgis =

This Day Came Samuel Winstow of New England Merchant unto y<sup>e</sup>  
& Demanded of James Ruggold and Henry Hosier y<sup>e</sup> sum of  
ten thousand pounds of tobacco & on y<sup>e</sup> behalfe of one M<sup>r</sup> Brimmo  
and himselfe both of the Colony of New England y<sup>e</sup> sum of ten  
Thousand pounds of tobacco & Caskes being upon y<sup>e</sup> Account of  
Robt. Burgis of the Colony & State afores<sup>d</sup> in Expectation of y<sup>e</sup> sale  
of the Land & Plantation of Thomas South Late Deceased the s<sup>d</sup>  
James Ruggold & Henry Hosier being y<sup>e</sup> possessors in trust to the  
last will & Testament of the s<sup>d</sup> Thomas South as also y<sup>e</sup> Attornys  
of y<sup>e</sup> heirs of the s<sup>d</sup> South for to make sale of the Land & Plantat<sup>n</sup>  
afores<sup>d</sup> the s<sup>d</sup> James Ruggold & Henry Hosier saith that in  
Consequents of the trust in them Reposed they gained y<sup>e</sup> possession of  
y<sup>e</sup> s<sup>d</sup> Plantation in y<sup>e</sup> y<sup>e</sup>are of our Lord Sixty & seven & for the  
proper Use & Behalfe of s<sup>d</sup> heirs of the Deceased L<sup>at</sup> y<sup>e</sup> Plantation to  
Rent to William Smith and Jone his wife the s<sup>d</sup> Jone being y<sup>e</sup> Heiress  
equally Contorned w<sup>th</sup> Doct<sup>r</sup> Richard Tillman: as to y<sup>e</sup> Rent during the  
Livesonall estate of y<sup>e</sup> s<sup>d</sup> M<sup>r</sup> South as by will Appears: And having  
sealed ~~the~~ y<sup>e</sup> s<sup>d</sup> W<sup>m</sup> Smith and Jone his wife took bond of y<sup>e</sup>  
s<sup>d</sup> Smith and Jone his wife in y<sup>e</sup> full sum of twenty thousand  
Pounds of tobacco and Caskes for y<sup>e</sup> quiete and Peaceable Possiding  
of the s<sup>d</sup> Plantation: as also y<sup>e</sup> rent at y<sup>e</sup> end of y<sup>e</sup> y<sup>e</sup>are But so it is  
notwithstanding y<sup>e</sup> s<sup>d</sup> bond y<sup>e</sup> s<sup>d</sup> Smith Refused to Deliver y<sup>e</sup> s<sup>d</sup> plantati<sup>n</sup>  
as also the Rent Covenanted for where Upon James Ruggold saith  
that then he produced to Robt. Burgis y<sup>e</sup> Attorny of the heirs of  
South y<sup>e</sup> Lease & bond taken as afores<sup>d</sup> and went w<sup>th</sup> y<sup>e</sup> s<sup>d</sup> Burgis to one  
Matthew Wardo: of Chester County an Attorny at Law: and there w<sup>th</sup>  
y<sup>e</sup> s<sup>d</sup> Burgis Delivered y<sup>e</sup> s<sup>d</sup> Wardo y<sup>e</sup> bond: and the Lease taken of  
Smith as above: Then also the s<sup>d</sup> Robt. Burgis Delivered unto y<sup>e</sup> s<sup>d</sup>  
Ward two severall Letters of Attorney brought by y<sup>e</sup> s<sup>d</sup> Burgis from  
y<sup>e</sup> s<sup>d</sup> heirs of the s<sup>d</sup> South and also severall Depositions taken for  
to prove y<sup>e</sup> Lawfulness of y<sup>e</sup> s<sup>d</sup> heirs to y<sup>e</sup> estate of the s<sup>d</sup> South