

June 21 1705

Att which said next Court the Twenty third day of September in the year of the said Cause was continued until the then next Court

Att which said next Court the Twenty fifth day of November in the year of the said Cause was continued until the then next Court

Att which said next Court the Twenty seventh day of January in the year of the said Cause was adjourned until the next ensuing Court in Cause

Att which said next Court the Twenty third day of March in the seventh year of her now Majesties Reigne the said Cause was continued until the then next Court

Att which said next Court the Twenty fourth day of June in the said year of her now Majesties Reigne the said Cause standeth for Default against the said Plaintiff by Richard Hunter the said Attly and the said Defendant by his said Attly declare

that the said Plaintiff Thomas Inggold and Edward East of the said County of Middlesex in England last will Testament of the said Edward Inggold was attached to answer unto William Westell of the said County of Middlesex

of all the singular the goods Chattels rights Credits of Edward Inggold late of the said County Gent Deceased of a plea of Responde upon the Cause

AND Whereupon the said William in his aforesaid Capacity by Richard Hunter his Attly Complains for that whereas the aforesaid Edward in his life time a few months before the death of the said Inggold in the year of our Lord one thousand six hundred ninety and six at Langfords Bay without the Jurisdiction of this Court did take into his Custody under Colour and pretence of being Executor of the last will Testament of the said Edward Inggold and did take and administer sundrey goods and other profits and rights to the said Inggold Estate belonging amounting to the sum of eight thousand five hundred red pounds of Tobacco as by an Aco of particulars herewit produced may appear and altho the said Edward had no Letters Testamentary to him granted whereby to qualify him to take or Administer of the said Inggold Estate yett under Colour and pretence of having the said Letters Testamentary he the said Edward possessed himselfe of the said Goods mentioned in the said Aco and being thereof so possessed did upon himselfe a summe and unto the said Plaintiff then there did faithfully promise that he the said Edward would be accountable as Executor and would deliver up the goods mentioned in the aforesaid Aco or would pay the summe of 8500 pounds of Tobacco the value of them unto y^e proper person to whom the same by Law should appertain to be done when he should be aforesaid thereunto requested howbeit the said Edward in his life time had no Letters Testamentary whereby to enable him to Administer of the said Inggold Estate according to Law nor did the aforesaid Edward in his life time take for the aforesaid Goods mentioned in the aforesaid Aco or deliver up or pay the summe of 8500 pounds of Tobacco for the same to any person lawfully claiming nor hath the aforesaid Thomas and Edward or either of them done or to whom Letters Testamentary in due form of Law hath been granted since the death of the aforesaid Edward done or paid