Prayeth liberty to impanle herevnto another meet Provinciall Court. it is granted vnto him, this same day is geven to the plaintiffe also —

Now here at this day to wit the fifteenth day of Octob. in the fourth yeare of the Dominion of the right hon.ble Charles Lord Baltimore &c. Anno Domi 1679 came the said parties by their Attorneys aforesaid And the said Mark Cordea by his Attorney aforesaid saith, that as to fifteene thousand six hundred fifty six pounds of tobacco part of the debt in the Declaration mencioned he cannot gainsay, for that the same remaines vnpaid vpon the writing obligatory aforesaid therefore it is considered that the said Jacob Leisler recover against the said Mark Cordea as well the Same of fifteen thousand six hundred fifty six pounds of tobacco debt As also six hundred pounds of tobacco costs of Suite And the said Defendt from thence in mercy &c And the said plaintiffe in mercy &c And it is further considered that the said plaintiffe may have his execucion against the said Defendt for the residue of the debt aforesaid And the said Defendt may go from thence without day &c

Memorandum that the plaintiffe being present in Court, did accept of this acknowledgment: —

Jacob Leisler ag: Mark Cordea

Mark Cordea late of St Maryes County Merchant was attached to answer vnto Jacob Leisler of New York Merchant of a plea of trespass vpon the case — And whereupon the said Jacob Leisler by Robert Ridgely his Attorney complaineth, that whereas the said Mark Cordea was indebted to the said Jacob Leisler the Some of ninety Eight pounds sterling money of England, And being soe indebted the said Mark Cordea did on or about the twenty fifth day of May in the yeare of our Lord One thousand six hundred Seventy Seven draw three Bills of Exchange according to the Customes of Merchants Signed with the proper hand of the said Mark Cordea Directed to one Mr Henry Coulson Merchant in London, for the payment of the said Ninety Eight pounds at fifty dayes after Sight of any of the said three Bills of Exchange either of the other two not being paid vnto the said Jacob Leisler or his order, the value thereof being received of the said Jacob Leisler in Maryland And the said Mark Cordea did then & there assume vpon himselfe & to the said Jacob did faithfully promise, that if the said Henry Coulson the said Ninety Eight pounds to him the said Jacob or his order should not well & truely pay according to the tenour of the said Bills of Exchange, that he the said Mark Cordea would well & truely pay the same when thereunto required And the said Jacob Leisler in fact saith that he the said Jacob did vnder his hand order the first of the said Bills of Exchange to be paid vnto Mr John Dervick Merchant in London, vpon the behalfe of the said Jacob on the fourth day of July in the yeare of our Lord One thousand six hundred Seventy Seven aforesaid did deliver the same to Abraham De Smith Notary publick (and

And Tabellion Regall residing in London to demand the Same whereof said Notary the said fourth day of July in the yeare aforesaid at the request of the said John Dervick Merchant haveing in his hands said Bill of Exchange, the said Notary went to the house of the said Henry Coulson & shewed vnto the said Henry Coulson the first Bill of Exchange for the said Ninety Eight pounde Sterling drawne by the said Mark Cordea on the said Henry Coulson payable to the said Jacob Leisler or his order &c by the said Leisler indorsed on the back thereof to be paid vnto the said John Dervick And the said Notary then & there demanded of him the said Henry Coulson to accept thereof: whereupon the said Coulson returned the said Notary for answer that he would not accept of the said Bill for want of effects, therefore the said Notary did protest the aforesaid Bill of Exchange for non acceptance against the said Mr Henry Coulson, as also against the drawer thereof & all others whom it doth affect or may any ways concerne, for all costs damages & expences Interest & Exchange & Re-exchange by reason of the non acceptance already had & sustained & hereafter to be had & sustained for to recover the same according to Law & Justice all which was done & protested by the said Abraham De Smith Notary publick & Tabellion regall lawfully authorized the day yeare aforesaid And because the said Notary was present & did see & hear & know all the said things acted & done as they are before recited the day & yeare aforesaid, he did therefore to a retained instrument of Protest subscribe his name and put to his wonted & accustomed Seale being requested to certifie & testifie the premisses which said instrument of protest is by the said Jacob Leisler here in Court produced & the aforesaid Mark Cordea his promisse & assumption soe as aforesaid made little regarding, but plotting contriving and fraudulently intending him the said Jacob Leisler as the said Ninety Eight pounds craftily & subtilly to deceive & defraud, the said Ninety Eight pounds to him the said Jacob hath not paid although he hath often thereunto requested, but doth vtterly refuse to pay the same, by which the said Jacob Leisler the whole profit gaines & advantage which he with the said Ninety Eight pounds sterling if it had bin paid him according to the promisse of the said Mark Cordea in this behalf made, by buying selling & lawfully bargaining with the same might have had gained & now totally lost & deprived of: wherevpon he saith he is damnified & hath damage to the value of two hundred pounds sterling & therevpon he bringeth his Suite And the said Jacob bringeth here into Court the said Bill of Exchange & the instrument of Protest, wherevpon the premisses may the more sufficiently appeare vnto the Court in manner & forme as is aforesaid —

And the said Mark Cordea by Robert Carvile his Attorney cometh & defendeth the force & injury when &c and prayeth liberty to impanle herevnto another meet Provinciall Court. it is granted vnto him, this same day is geven to the plaintiffe also — (And