and whereupon the said Benjamin Keyes by Christopher Hornsby his attorney saith, that whereas the said Thomas Atkinson the first day of June anno Dom: 1676. by his certaine writing obligatory sealed with the Seale of him the said Thomas here in Court produced whose date is the same day & yeare above mentioned, did acknowledge himselfe to be holden & firmly bound unto Mr Benjamin Keyes of Charles County Merchant his heires Exors & Admrs & assignes in the just & entire quantity of tenne thousand nine hundred thirty foure pounds of good sound Merchantable Leaf tobacco in Cask, to the which payment well & truly to be made he the said Thomas Atkinson did bind himselfe his heires Exors & Admrs firmly by these presents Notwithstanding the said Thomas Atkinson the said sum of tenn thousand nine hundred thirty foure pounds of tobacco unto him the said Benjamin Keyes though often thereunto required hath not paid, but the same to pay hath denyed & still doth deny to the damage of the said Benjamin twenty thousand pounds of tobacco & thereupon he bringeth his suite.

And the said Thomas Atkinson by Henry Barnes his attorney cometh & defendeth the force & injury when & where & praytth hearing of the said writing Obligatory & it is read unto him, he also praytth hearing of the Condicon of the said writing obligatory & it is read unto him in these words Viz: The Condition of this Obligation is such That if the above bounden Thomas Atkinson his heires Exors & Admrs shall & doe well & truly pay or cause to be paid unto the above named Benjamin Keyes his heires Exors Admrs or assignes the just & entire quantity of five thousand foure hundred Sixty Seven pounds of good sound & Merchantable Leaf tobacco in cask rendrable in Charles County upon or before the tenth day of October next ensuing the date of these presents then this Obligation to be voide & of none effect, Otherwise to be & remaine in full force & vertue which being read & heard the said Thos: Atkinson by his Attorney aforesaid saith nothing in barr or avoidance of the action aforesaid of him the said Benjamin whereby the said Benjamin remaineth against the said Thomas thereof wholy undefended. Therefore it is considered that the said Benjamin Keyes recover against the said Thos: Atkinson as well the aforesaid sum of tenn thousand nine hundred thirty foure pounds of tobacco debt as also five hundred fifty two pounds of tobacco costs of suite and his Damages by meanes &c

John Barnes ag: Mark Cordea Admr Sam: Bronell

Mark Cordea late of St Mary's County Admr of the Goods & Chattles of Samuell Bronell deceased was summoned to answer unto John Barnes in a plea that he render unto him the sum of Eighteen hundred & forty pounds of tobacco which from him he unjustly detaineth

And whereupon the said John by Nicholas Christian his attorney cometh & saith that whereas the said Samuell Bronell in his life time to wit the two twentieth day of April in the yeare of our Lord One thousand six hundred seventy six, did by his certaine writing Obligatory sealed with the Seale of the said Samuel here in Court produced whose date is the same day & yeare above written, did acknowledge himselfe to be justly indebted unto the said John Barnes of this County & Province aforesaid plaintiff in

this full summe of Eighteen hundred & forty pounds of tobacco good sound & Merchantable in cask for a valuable consideration already received, to be paid unto the said John or to his certaine attorney his heires Exors Admrs or assignes att or before the tenth day of October on his then dwelling plantation to the which payment well & truly to be made he did bind himselfe his heires Exors & Admrs firmly by these presents Notwithstanding which the said Samuell in his life time the said summe of Eighteen hundred & forty pounds of tobacco to him the said John hath not paid according to the tenour of his said bill, nor the said Mark Cordea since his death Admr of all & singular the Goods Chattles & debts which were the said Samuells att the time of his death since his death to him remitted hath not paid though often thereunto required, but the same to him to pay hitherto hath & still denies to pay to the damage of him the said John the summe of foure thousand pounds of tobacco, & thereupon he bringeth his suite.

And the said Mark Cordea by Robert Rigby his Attorney cometh & defendeth the force & injury when & where & prayeth hearing & imparle thereunto untill next Provinciall Court & it is granted unto him, the same day is given to the plaintiffe also.

At which said next Provinciall Court came the said parties by their Attorneys aforesaid And the said Mark Cordea by his said Attorney saith, that as to nine hundred pounds of tobacco part of the said Eighteen hundred & forty pounds of tobacco, the said Mark saith that the said John his Action aforesaid against him for the same ought not to lieue, because the said Samuell Bronell in his life time the said John Barnes the said nine hundred pounds of tobacco in part of the said Eighteen hundred & forty pounds of tobacco according to the tenour of the said bill well & faithfully paid, & this he is ready to averr, & therefore demands judgment if the aforesaid John Barnes his action aforesaid against him for the said nine hundred pounds of tobacco ought to have And as to the residue of the said Eighteen hundred & forty pounds of tobacco the said Mark saith, that the said John his action aforesaid against him for the same ought not to have, because he saith that he hath fully administred all & singular the goods & Chattles which were of the said Samuell att the time of his death in his hands remaining to be administred, nor had he any Goods & Chattles of the said Samuell in his hands to be administred att the suing out the original writt of the said John Barnes in the action aforesaid, nor at any time since And this he is ready to averr, & thereupon demands judgment if the aforesaid plaintiffe his action aforesaid for the same against him ought to have

And the said John saith, that he the said John ought not to be debarred from having his action aforesaid, for that he saith, that the said Samuell in the life time of him the said Samuell did not pay unto him the said John the Summe of nine hundred pounds of tobacco in part of satisfaction of the said debt of Eighteen hundred & forty pounds of tobacco And of this he putts himselfe upon the Country And as for the residue of the said debt of nine hundred & forty pounds of tobacco the said John saith that the said Mark Cordea had not

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