to the said William Boldon and was the same at the time of the death of the said William Edmundson was due & unpaid prays Judgment &c. the same debt together with Costs of Suite ag.t the said Nicholas to be levyed &c. of the goods & Chattells which were of the said William Edmundson at the time of his death which shall hereafter come to the hands of the said Nicholas to be administred &c.

It is therefore Considered by the Justices that the day & year first mencond that the said William Boldon recover ag.t the said Nicholas Bayard &c. as well the sume of fifteen pounds Eleven shillings & five pence Current money of this province & three hundred fifty one pounds of Tob.o for damages as the sume of

635 pounds of Tobacco Costs of Suite to be levyed of the goods & Chattells which were of the said William Edmundson at the time of his death which shall hereafter come to the hands of the said Nicholas Bayard to be by him in due forme of law administred &c. And the said Nicholas Bayard in mercy &c.

Nicholas Bayard } Maryland ss. Be it remembred that Jacob Loockerman Esq.r Attorney
Jacob Loockerman } late of the City of St. Mary's in the Province of Maryland was summoned to answer unto Nicholas
Edmundson } Bayard of a plea that he render to him the sume of one hundred & forty four pounds Sterl.g Current money of England which from him he unjustly
detaineth &c.

And whereupon the said Nicholas Bayard by Jacob Loockerman his Attorney Saith that whereas the said William in his lifetime & at the time of his death was justly & truly indebted unto him the said Nicholas Bayard in the said sume of one hundred forty & four pounds Sterl.g Current money as aforesaid to be paid unto the said Nicholas Bayard when he the said William in his lifetime or since his death the said Nicholas Bayard &c. often required the said sume of one hundred forty four pounds Sterling Current money as aforesaid to the said Nicholas Bayard have not as yet paid or satisfied the same or any part thereof but the same to pay have hitherto altogether refused and the said Nicholas

Loockerman doth refuse to the damage of the said Nicholas Bayard two hundred & fifty pounds Sterling and thereof he the said Nicholas Bayard &c. doth bring Suite &c.

And the said Nicholas Loockerman by Robert Gould his Attorney comes & defends the force & injury when &c. and prays oyer of the said writt & it is read to him & he also prays oyer of the Condition of the said Bond & it is read to him in these words viz.t The Condition of this Obligation is such that if the above bounden William Edmundson his heirs Ex.rs Adm.rs or assigns shall & do pay or cause to be paid unto the above Nicholas Bayard his heirs Ex.rs Adm.rs or assigns or to his or their Attorney or Attorneys certain Quantity of one hundred thirty seven pounds of good merchantable Winter Cotton & four thousand & twenty one pounds of good & fair Sheep's wool & four thousand & twenty one pounds of good & fair Sheep's Leather to be delivered to the said Nicholas Bayard his heirs Ex.rs Adm.rs or Assigns or Attorney or Attorneys at or upon the fifteenth day of August next ensuing the date hereof at the Custom House Quay in the City of St. Mary's aforesaid then this present Obligation to be void & of no effect or else to stand remain & be in full force & vertue. Which being read & heard the said Nicholas Loockerman prays leave to imparle & time until next Court which is granted him the same day & upon to plead &c.

At the next Court to wit the twenty eighth day of September Anno Dom.i 1708 Come the said parties by their Attorneys aforesaid And the said Nicholas Loockerman by his said Attorney Says that the said Plaintiff his action aforesaid against him the Defendant he the said Nicholas Loockerman ought not for that he the said Nicholas at the time of the purchase of the said Plaintiffs Original Writt & long time before the purchase of the same Writt against him the Defendant he the said Nicholas fully administred as Executor the Goods & Chattells rights & Credits which were of the said William Edmundson at the time of his death & which came to his the Defendants hands to be administred And that the said Nicholas not any Goods or Chattells which were of the said William Edmundson at the time of his death in his hands to be administred now had at the day of the purchase of the said Plaintiffs Writt nor at any time since the purchase of the same Writt Original And this he is ready to verify wherefore he the said Nicholas Loockerman prays Judgm.t if the said Plaintiff his action aforesaid against him the Defendant he ought to have & maintain.

And the said Pl.tiff for that the said Defendant by saying in his plea aforesaid doth not deny the said Debt in the Declaration mentioned to be due & unpaid prays Judgm.t of the same together with the Costs of Suite ag.t the said Nicholas whose Estate & effects of the said Wm Edmundson Esq.r shall come to his hands to be administred

If is therefore Considered by the Justices that the day & year first mencond that the said Nicholas Bayard recover ag.t the said Nich.s Loockerman &c. as well the sume of one hundred forty and four pounds Sterl.g money as the sume of pounds of Tobacco Costs of Suite to be levyed of the goods & Chattells of the said Wm Edmundson at the time of his death & which shall hereafter come to the hands of the said Nich.s to be administred And the said Nich.s in mercy &c.