

and what is laid out vpon her for her vse and improvem<sup>t</sup> In Liber A.  
witness to w<sup>ch</sup> I haue sett to my hand the day & yeare aboue

Written

Witnessed by these p<sup>s</sup>ents

Robt Simpkin

Willm Chappell

Tho. Coles his marke

At a Court held at S<sup>t</sup> Maries } p<sup>s</sup>ent { The Governor. Thomas Greene Esq<sup>r</sup>  
10 february Anno dni. 1650 } Cap<sup>t</sup> John Price M<sup>r</sup> Thomas Hatton &  
Thomas Gerrard Esq<sup>r</sup> who was this  
day sworne of the Counsell

Edward Scurfield Marriner p<sup>te</sup> }  
Raphe Beane def<sup>t</sup> }

The Plaintiffe sueth for 900 and  
odd pounds of Tobacco in Caske  
due to him from the def<sup>t</sup> two yeares since for goods sold &  
damages. Wherevnto the def<sup>t</sup> denyed hee owed him any  
thing. And saith hee onely bought a Rugg of the p<sup>te</sup> about  
the time before mencōned for w<sup>ch</sup> hee was to pay him 300<sup>t</sup>  
Tob. in Caske w<sup>ch</sup> hee paid him in Virginia together with soe  
much more for Walter Beane and Robert Cager as came to  
three hogsheads aboard M<sup>r</sup> Husbands Shipp, then riding in  
James River. And the p<sup>te</sup> acknowledged the delivery of  
the Tobacco aboard the said Shipp and that it was there  
weighed & marked, but saith hee did not accept of it there  
for paym<sup>t</sup> in regard it could not bee carryed for England in  
that Shipp but that the defend<sup>t</sup> agreed to carry it in his Boate  
from hence. to M<sup>r</sup> Ludlowes vpon Yorke River, and there  
to deliver the same for the p<sup>tes</sup> vse where hee was willing to  
accept thereof, but that the def<sup>t</sup> failed soe to doe And the  
defend<sup>t</sup> averred that the p<sup>te</sup> accepted of the said three hh<sup>ds</sup> of  
Tobacco for paym<sup>t</sup> aboard the said Shipp, but that at his  
request hee tooke it againe aboard his Boate to carry it to  
M<sup>r</sup> Ludlowes where hee endeavoured to put it a shoare into  
M<sup>r</sup> Ludlowes Storehouse, w<sup>ch</sup> being full as M<sup>r</sup> Ludlowe  
informed him, hee not knoweing howe otherwise to dispose  
thereof, and the winde comeing faire for Maryland hee was  
forced to bring the said Tobacco along with him to his dwelling  
House or plantacōn where it hath beene ever since ready for  
the p<sup>te</sup> But the p<sup>te</sup> alleadging he can bring prooffe that M<sup>r</sup>  
Ludlowe would haue taken the Tobacco into the Store and  
that hee never tould the def<sup>t</sup> his Store House was full. And  
the defend<sup>t</sup> agreeing vpon this prooffe made to givc the p<sup>te</sup>  
satisfaccōn for the whole debt being 28<sup>t</sup> of Tob: aboue the  
three hh<sup>ds</sup> It is therevpon ordered that in case the p<sup>te</sup>  
procure the said 3<sup>hhds</sup> of Tobacco to bee veiued in the def<sup>t</sup>  
Tobacco House by two or more sufficient men within one  
moneth (wherein the def<sup>t</sup> is to assist him) and accept of soe  
much of the said three Hogsheads as the said Veiwers shall