

Lrē to the plte M<sup>r</sup> Husbands after his arrivall here agreed to accept of the 700<sup>l</sup> Tob. principall debt and Vppon paym<sup>t</sup> thereof to deliver vpp the Bond to bee cancelled And that the plaintiffe had paid the said Tobacco accordingly But the def<sup>t</sup> being nowe ready to depart the Province with his Shipp (contrary to his Agreem<sup>t</sup> and all equity & good conscience) refused to deliver vpp the said Bond. Wherevnto the def<sup>t</sup> acknowledged hee had power from ffreeman to receive the said debt & discharge the same and produced his Lrē of Attorney for that purpose whereby it appeared hee had power to compound and agree the debt as hee thought fitt But denyed that hee agreed to accept of 700<sup>l</sup> Tob: in Caske in full discharge of the said Bond. Yet after other evasive allegacōns at length confessed hee received 700<sup>l</sup> of Tob: & Caske vpon the said Bond, but not in full: Herevppon the Comp<sup>te</sup> alleadged hee could produce severall Witnesses to cleere the matter in question if the Court should thinke fitt. And John Sturman the pltes sonne nowe p<sup>r</sup>sent in Court being therevnto required deposeth vppon his Oath as followeth. viz: That the defend<sup>t</sup> M<sup>r</sup> Husbands since his last arrivall in this Province out of England did agree to accept of 700<sup>l</sup> of Tob: in Caske in full satisfaccōn of the Bond in question, and about a fortnight or 3 weekes since at the Governours House the said def<sup>t</sup> did acknowledge hee had received the said 700<sup>l</sup> of Tob: & Caske or some part thereof, (the certainty whereof this depon<sup>t</sup> cannot depose) and then asked this depon<sup>t</sup> to whom the said Bond did belong to him this depon<sup>t</sup> or to the plaintiffe his ffather or words to that effect. To w<sup>ch</sup> this depon<sup>t</sup> answering it did belong to his said ffather. Therevppon the said M<sup>r</sup> Husbands replied, that this depon<sup>ts</sup> ffather should haue it or to that effect. And did not at that time demand any further satisfaccōn vppon the said Bond.

Herevppon the defendant alleadged hee had some Witnes to bee examined on his behaulf in this Cause and desired time to pduce them, but in a wilfull contemptuous manner refused to deposite the Bond or Lre of Attorney in Court till further hearing, This Court therefore (vppon pvsall of the said Lrē of Attorney and M<sup>r</sup> ffreemans Lrē before mencōned and vppon prooffe already taken the plte likewise averring hee could if time would pmitt pduce divers other witnesses further to cleere the Cause on his part, and having some refleccōn on the def<sup>ts</sup> rigid pverse carriage in the busines) is satisfied in conscience the said debt is satisfied according to Agreem<sup>t</sup> and that the said Bond ought to bee delivered vpp to bee cancelled before the defendants departure out of the Province being nowe vppon his departure hence And doth therefore Order that the said Bond bee vacated and that the defend<sup>t</sup> shall deliver vpp the same to the Plaintiffe to bee cancelled.

Liber A.