

Liber  
P. C. R.  
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Hethcott . . . should knowe that the said Hethcott did, and did approue of itt, then comeing to a price for the tobacco; Nicholas Keiting tould him he would take two for one, meaneing two pounds of tobacco for one pound of tobacco as yo<sup>r</sup> pet<sup>r</sup> conceiues) where-upon Argueing the matter on both sides Nicholas sayd if Hetchcott did not Like the tobacco at the price aforesaid let him leaue with him the tobacco or bring with him his Mayd Servant againe where-upon the said Hethcott weighed and marked the said three hhd<sup>s</sup> of tobacco and the Examinatt tooke an accompt thereof

John Metcalfe

Sworne in open Courte.

The Deposicōn of Elizabeth Greene wife to William Greene aged 34 yeares or thereabts: Being duely Sworne and Examined Sayth that Thomas Hethcott, being at her howse, she heard him demand of Marks Pheypo whither his Brothere (whome she supposes he meant) Nicholas Keitings tobacco was good tobacco or not, To which Marks Pheypo answered it was good, And then she heard the said Hethcott say that his Brother aforesaid dealte very hardly with him for he made him pay two pounds a pound for itt; or words to that Effect and then some in the howse sayd it was the Common price, but whoe it was that sayd it she knowes not.

Herman v.  
Colclough

To the hono<sup>ble</sup> the Gouvernor & Councill of Maryland

The humble peticōn of Augustine Herman Sheweth That Symon Overzee deceased did Enter with yo<sup>r</sup> pet<sup>r</sup> into a firme Coepartnership and Coñon fellowship of trade and traffique for three yeares Continuance vpon Condicōn that all dammages Susteyned by casualtyes and vnwillfull Error should be repayred but willfull neglect and fidellity should be payed w<sup>th</sup> foure hund<sup>d</sup> pounds sterl: forfeited. Now whereas the said Overzee hath willfully discouered the p<sup>r</sup>misses by the said Common fellow ship intended yo<sup>r</sup> humble pet<sup>r</sup> Sues for the s<sup>d</sup> foure hund<sup>d</sup> pounds Sterling forfeiture out of the Estate of the said Symon Overzee aforesaid And that Reparacōn may be made for all the damages as alsoe 12079<sup>th</sup> of tobacco and Caske proper tobacco due vnto yo<sup>r</sup> pet<sup>r</sup> with the forbearaing thereof and aboute 5549<sup>th</sup> of tobacco and Caske, remaynder of the disbursed money vpon the barque acco<sup>t</sup>: And yo<sup>r</sup> pet<sup>r</sup> desires alsoe because the Couenant is the dēcd Overzees will And all his Estate engaged Security that yo<sup>r</sup> pet<sup>r</sup> may be pōssd of his Secu[rity] or the bond of M<sup>r</sup> Henry Meese and Collonell John Price . . . of not, that in the meane while

p. 444 . . . and Secured vnto yo<sup>r</sup> peticon<sup>r</sup> vntill full Satisfaccōn is made vnto yo<sup>r</sup> pet<sup>r</sup> or his order And yo<sup>r</sup> humble pet<sup>r</sup> shall praye &c.

The Complt Sueth as p<sup>r</sup> peticōn and the def<sup>t</sup> alleageth that the Acc<sup>ts</sup> are not adjusted Whereupon the busines of Accompts was by the p<sup>lt</sup> and defd<sup>ts</sup> owne mocōn referred to the Arbitracōn of Cap<sup>t</sup> Samuell Tilghman Cap<sup>t</sup> Miles Cooke M<sup>r</sup> John Bateman and M<sup>r</sup> Henry Cour-