

Liber C D Witham to the def.^t in fulfilling and pursuance of a Certain Award & Arbitram.^t made by Edward Lloyd Esq.^r Thomas Notley Gentl bearing date the fourth day of June one thousand Six hundred Sixty and Eight, by w.^{ch} Award & Arbitram.^t the def.^t was Awarded to pay to the Said Cutbert Witham forty Thousand two hundred and four pounds of Tobacco, and the S.^d Cutbert Witham by the Said Award was Enjoyed to Sign and Seal the Said Release in the Answer of the s.^d defend.^t mençoned but never Intended by the S.^d Arbitraçon that the S.^d Release should Insure and be Construed to Cutt off and discharge the Said Sume of forty thousand two hundred and four pounds of Tobacco So by the Said Arbitrato^r Awarded to be paid to the Said Cutbert Witham, and the Comp.^{lt} further Saith that he the s.^d Comp.^{lt} is a merchant Residing in the City of London, and the s.^d Cutbert Witham was then a merch.^t Resideing Likewise in the aforesaid City of London and the s.^d Cutbert by a Certain Deed of Sale under his hand & Seale bearing date the first day of ffebruary in the year of our Lord one thousand and Six hundred Sixty and Seven and in the Twentieth year of the Reign of our Sovereign Lord King Charles the Second &c. for & upon Good Causes and valuable Consideraçon him thereunto moving Granted Bargained and Sold to the S.^d Benjamin the Complt Twenty thousand pounds weight of Tobacco w.^{ch} was then in the Custody of Jonathan Sybrey of Talbot County in the province of Maryland planter, To have and to hold the Said twenty thousand pounds of Tobacco & Every part thereof to the Complt his Executo.^{rs} Adm.^{rs} & Assigns from the Ensealing and delivery of the Said Deed to his & their use & behoof as his & their own proper Goods and Chattells for Security and Satisfaction of a Debt of one hundred pounds Sterling in Goods & merchandizes Sold and delivered by the Complt to the Said Witham according to the Law of merchants used & approved by o e of which Said Bill of Sale the s.^d Twenty thousand pounds of Tobacco then in the hands of the Said Jonathan Sybrey became according to the Law of merchants from the Said first day of ffebruary one thousand Six hund.^d Sixty and Seven to be the proper Goods and Chattells of the s.^d Comp.^{lt} and the Said Complt in his Said Replication further Saith that the Said twenty thousand pounds of Tobacco of the s.^d Cutbert Witham in the hands of the s.^d Jonathan Sybry was become the proper Goods of the Said Replicants & Really Invested in him according to the Law of merch.^{ts} as his own proper Goods and if Since the Said first day of ffebruary one thousand Six hundred Sixty and Seven the s.^d Cutbert Witham hath Given any Release of all Claims demands debts and Duties whatsoever due to him from the Said Jonathan Sybrey Since the S.^d first day of ffeb.^{ry} one thousand Six hund.^d Sixty & Seven as the defend.^t in his Answer pretendeth, the Comp.^{lt} then Sayth that, that Release cannot by any Construction in Equity

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