

Liber W. C. but the same thirty thousand pounds of tobacco to pay to the said Joseph in discharge of the said debt of him the said Benjamin, & a receipt & discharge for the same under the hand of the said Joseph unto the said Benjamin to bring & deliver altogether refuseth whereupon the said Benjamin saith he is the worse & hath losse to the Value of Fifty thousand pounds of tobacco & thereupon he brings his suite

And the said John Quigley by Robert Ridgely his Attorney cometh & defendeth the force & injury when & c and prayeth liberty to imparle hereunto untill next Provinciaall Court & itt is granted unto him, the same day is given to the plaintiffe also

Att which said next Provinciaall Court to witt the ffifteenth day of Octob^r in the fourth yeare of the Dominion of the right Hon^{ble} Charles Lord Baltemore & c Annoq^{ue} Doni 1679 came the said parties by their Attorneys aforesaid And the said John Quigley by his said Attorney saith, that he did not assume & promise in manner & forme as the said Benjamin Rozer above against him hath complained And of this he putts himselfe upon the Court And the plaintiffe likewise which being read & heard & by the Justices here fully understood Itt seemeth to the same Justices that the said John Quigley did assume & promise in manner & forme as the plaintiffe above against him hath complained Therefore itt is considered that the said Benjamin Rozer recover against the said John Quigley his damages sustained by occasion of the p^rmises but because itt is not known what damages the aforesaid Benjamin hath sustained by occasion thereof Itt is ordered that a writt of Enquiry of damages issue returnable att the next Provinciaall Court

Benj^a Rozer Esq^r } John Quigley late of St^t Maryes County M^rchant
ag^t } was Sumoned to Answer unto Benjamin Rozer
John Quigley } M^rchant of a plea that he render unto him the
said Benjamin his reasonable accompt of the
tyme in which he was the Receiver of the Goods of him the said Benjamin to M^rchandize & render an Accompt thereof

And whereupon the said Benjamin by Christopher Rousby his Attorney saith, that whereas the aforesaid John Quigley from the twentieth day of Novemb^r one thousand six hundred Seventy eight untill the first day of May One thousand six hundred Seventy nine was the Receiver of the Goods of him the said Benjamin And by the same tyme received of the Goods of him the said Benj^a that is to say in Charles County in the Province aforesaid by the hands of him the said Benjamin one Negro of the Value of Eight thousand pounds of tobacco to dispose of in the way of M^rchandize for the profit of him the said Benjamin And to render a reasonable accompt thereof when thereunto required Neverthelesse the said John though often thereunto required his reasonable accompt aforesaid unto the