

the said Miles about the transporting & bringing over thereof, in the sloop of the said Miles, the said Miles the sixteenth day of Decemb<sup>r</sup> in the year of our Lord One thousand six hundred seventy seven in consideration that the said James would sell & deliuer unto him the said Miles one woman Servant named Bridget for the tyme she had then to serve the said James being about five yeares, the said Miles did assume upon himselfe & to the said James did faithfully promise, that he the said Miles would pay unto him the said James one mare & Colt then ready down And also would pay & deliuer unto the said James att the plantacōn of the said James scituate in s<sup>t</sup> Michaels Hundred in S<sup>t</sup> Maryes County aforesaid one hundred pounds of salted well saved sound porke And also transport over unto the said James plantacōn from Som<sup>r</sup>sett County aforesaid the said Guelding six hundred & ninety pounds of beefe, ninety five pounds of porke & foure barrells & halfe of Indian Corne, & the same att the plantation of the said James aforesaid in S<sup>t</sup> Michaels hundred in S<sup>t</sup> Maryes County aforesaid would deliuer & putt on shoare att or before the fifteenth day of ffebruary then next following And the said James in fact, saith, that trusting to the faithfull promise & assumpcōn of the said Miles to him the said James so as aforesaid in this behalfe so as aforesaid made, he the said James the said Sixteenth day of Decemb<sup>r</sup> the said woman Servant named Bridget to him the said Miles for the tyme she had then to serve the said James being about five yeares did sell & deliver Notw<sup>th</sup>standing which the said Miles Grey his promise & assumpcōn so as aforesaid made not regarding, but deviseing & fraudulently intending him the said James in this behalfe craftily & subtly to deceive and defraud, the said Miles the said one hundred pounds of porke to him the said James according to his promise & assumption aforesaid hath not paid nor delivered, nor the said Guelding six hundred & ninety pounds of beefe, ninety five pounds of porke and foure barrells & a halfe of Indian Corne out of Som<sup>r</sup>sett County aforesaid to the plantation of the said James in S<sup>t</sup> Michaels hundred in S<sup>t</sup> Maryes County aforesaid hath not transported, but the same porke to pay, the said Guelding, six hundred & ninety pounds of beefe, ninety five pounds of porke & foure barrells & halfe of Indian Corne to transport according to his promise aforesaid hath refused & denied although often thereunto requested, & to pay & transport the same as yet doth refuse and deny to the damage of the said James three thousand pounds of tobacco And thereupon he bringeth his suite

p. 76

And the said Miles Grey by Robert Carvile his Attorney cometh and 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 giuen to the plaintiffe also

Att which said next Provintiall Court to witt the sixth day of June in the fourth year of the Dominion of the right Hon<sup>ble</sup> Charles