

Liber W. C. said at the like speciall instance and request of him the said Joshua had sold and delivered unto him the said Joshua divers goods Servants and Marchandize, And also had payd for him the said Joshua by his order unto one John Butler a Taylor the sume of ffive hundred and fifty pounds of tobacco, w^{ch} said goods Servants marchandizes and Tobacco payd as aforesaid amounteth to the sume of Twenty eight thousand One hundred seaventy two pounds of tobacco, w^{ch} said sume of Twenty eight thousand and one hundred Seaventy two pounds of tobacco together with the said sume of Nine thousand Eight hundred thirty six pounds of Tobacco as aforesaid Amounteth in all to the Sume of Thirty eight thousand & eight pounds of tobacco a pticular whereof is by the said George Ready here in Court to be produced, In Consideraēon whereof the said Joshua Guibert did assume upon himself and to the said George then and there did faithfully promise that he the said Joshua him the said George the said Sume of thirty eight thousand & eight pounds of Tobacco when thereunto required would well and truly content and pay, And the said George in fact Sayth that although the said Joshua in pursueance of his promise and Assumption aforesaid to the said George Soe as aforesaid made the sume of ffifteene thousand Seaven hundred and Sixty pounds of Tobacco part of the said thirty eight thousand and Eight pounds of tobacco to him the said George hath paid Yett the said Joshua his pmise and Assumption aforesaid as to twenty two thousand two hundred forty eight pounds of Tobacco residue of the said thirty eight thousand & Eight pounds of tobacco little regarding but deviseing & fraudulently intending him the said George of the aforesaid sume of Twenty two thousand two hundred forty eight pounds of tobacco Residue as aforesaid to deceive and defraud the same Twenty two thousand Two hundred forty eight pounds of tobacco to him the said George according to his promise and Assumption as aforesaid although often thereunto required hath not payd, but the same to pay hath denied and still doth denye to the damage of him the said George fforty thousand pounds of tobacco And thereupon he bringeth his suite

And the said Joshua Guibert by Kenelm Cheseldyn his Attorney cometh and defendeth the force and injury when &c. & prayeth liberty to imparle hereunto untill next provinc^{ll} Court & it is granted unto him the same day is given to the pth likewise

p. 607 **Now** here at this day (to wit) the eighteenth day of October in the Seaventh yeare of the Dominion of the Right honorable Charles Lord Baltemore &c Annoꝝ Domini One thousand Six hundred Eighty & two came the said Defendant by his Attorney aforesaid, but the said Joshua Guibert refuseth to make any farther psecution against him in the plea aforesaid Therefore Itt is Considered by the Court here that the said George Tyte take nothing by his writ