

Liber W. C. some other finde in his place, Nor did hee after the Tenth day of January 1680 aforesaid provide and put on wth the said Nicholas one other servant, Or the said Two servants maintaine & uphold, & in this also That the said John Baker did not allowe or finde to the said Nicholas Three horses a plough and Cart, Nor hath he Delivered to the said Nicholas for provisions for the provision for his two servants this yeare ffive barrells of Corne and Two hundred weight of meate Nor hath hee the said John furnished the said Nicholas wth what Corne and Meate he had Occasion for and ffive hundred weight of meate according to the said Articles, Nor hath the said John put upon the said plantacōn six sowes of whose Encrease the said Nicholas is to have a third, Nor hath the said John Baker furnished the said Nicholas with Nails for the building, nor hath the said John found and provided sufficient Quantity of Corne graine or pease for seed, But the said Nicholas sayth that for want of sufficient Corne Meate & other provisions for himself servants and family & for the stock to p^rserve them this winter last past, and for want of three good and able working horses for the plough and Cart, and Sufficient necessary Harnessse & Geares to the same and for want of sufficient seed Corne and graine he hath beene Exceedingly hindered in the fitting Tilling Sowing planting and Husbanding the said plantacōn & hee and his family very much prejudiced in their healths and been in greate Extremity for want of food, and by that Meanes is like to loose the benifit of this yeares worke w^{ch} will tend to the utter Ruine of the said Nicholas and family, soe that the said John the Articles aforesaid hath not performed or Kept but the same to pforme and Keepe hath hitherto Utterly denyed and refused & still doth Denye and Refuse to Keepe and pforme the same **Whereupon** the said Nicholas sayth he is Damnified & hath Losse to the Vallue of Twelve thousand pounds of Tobacco and thereupon hee bringeth his suite

And the said John Baker by Robert Ridgely his Attorney Cometh & defendeth the force and Injury when &c and prayeth Liberty to imparle hereunto untill next provinciall Court and it is granted unto him the same Day is given to the plantiffe likewise

Att w^{ch} said next provinciall Court came the said partyes by their Attorneys aforesaid, and the said John Baker by his said Attorney sayth that the said Nicholas ought not to have his accon aforesaid against him, for that he saith he hath truely paid pformed fulfilled & Kept all and singuler the said Covenants grants Articles Payments and agreements w^{ch} on his [part] were or ought to have been paid performed fulfilled and Kept, Contained and specified in the above Mentioned Articles of agreement according to the true intent and plaine meaneing of the same articles of agreement and this he is ready to verify And thereupon Demands Judgment if the aforesaid Nicholas his Accōn aforesaid against him ought to have **Whereupon** Day is given to both partyes untill next Provinciall Court