

him any that he Refused to the best of his Remembrance but this Defend^t very well Remembers that he was often most Justly Complaining of the Said Gresham's Slighting him in his payments [381] And that the Said Gresham wou'd Scarce ever pay him any but what happened to Suit his Conveniency by Discount. That this Def^t hath been often offered by responsible persons Considerable prices for Tob^o in Ann Arundell County if he cou'd Shew it them in Hh^{ds} when the Same persons have refused to be concerned wth this Defendant for Tob^o in the Said Gresham's hands for much Easier prices That this Defend^t beleives this Difference of prices might prompt him to Desire the Said Gresham to prepare him his Tob^o ready for Receiving of then might be pleasing to the Said Gresham which perhaps may be the Reason that the Said Gresham in his bill most falsly and unhand- somly terms this Defendant Soe naveing gripeing and unreasonable a man And this this [sic] Def^t is more inclinable to beleive from the Anger the Said Gresham always Express whenever this Defend^t made any Demand made any Demand [sic] upon him that this Defend^t wonders the Said Gresham Should Charge him wth not demanding his Tob^o Since by the Said Greshams letter under his hand Ready to be produced directed to this Defend^t in Seventeen hundred and fourteen he intimates that to the end he may noe longer lye under the ¹ and this Def^{ts} Sundry upbraidings the Score of non payment as this Def^t takes it but Refers to the Said Letter for the Better Understanding the Comp^{ts} intent thereby) he offers Current Money at a pinny per pound for Such Tob^o as he was pleased to Call his due w^{ch} this Defendant refused that the Said Gresham and this Defend^t never Settled Acc^{ts} together Since the year Seventeen hundred and Eight nor did this Def^t ever Assent to any the Acc^{ts} Settled by the Said Gresham Since that time for the unfairnesse of them but this Defend^t acknowledges when the Said Gresham found this Defend^t wou'd not Subscribe or voluntarily Assent to his Acc^{ts} as he was pleased to Stake them he then procured credit to be given this Defend^t in M^r Tho^s Gassaway's Acc^t for the year [382] Seventeen hundred and twelve by the ballance (as he termed it) due from M^r Gresham twenty nine thousand Eight hundred and Seventy pounds of Tob^o but this Defendant beleiving if he had accepted of that Credit as being the Ballance due from Said Gresham it had amounted to an Accounting together And this Defendant had been thereby excluded from insisting on any other ballance then that w^{ch} the Said Gresham was pleased himself to Call Soe tho far Short of this Defendants just Due and likewise for that this Defend^t had heard and really beleived and Still does believe that tho' the Said Gassaway had the name of Sheriff of the Said County yet that he was only named at the Said Greshams Request And for his Interest to evade the Act of Assembly relateing to Sheriffs Offices that by a private bergain betwixt the s^d Gresham and the Said Gassaway he the Said Gresham might have the profitts and Sustain the Loss if any was to have the Sole Directions and ordering of