

the Said Gresham or Gassaway or any other wou'd have paid him but the Said Gassaway Refused to pay the Said five thousand pounds of Tob^o (as this Def^t has heard and beleives) endeavouring to put the Said Beard and this Def^t of wth giving orders on the Sheriff for the paym^t of the Said Tob^o but no ways Condescending to pay the ready Tob^o or to Shew it to the Said Beard or this Defendant charging this Def^t wth Strictnesse for Expecting that Sume of him; that this Defend^t not being able to get a more Satisfactory Answer nor finding a probabillity of Getting Said Tob^o otherwise in the name of Said Beard brought an Action in Ann Arundell County Court against the Said Gassaway for the Said five thousand pounds of Tob^o but so far was the Said Gresham or Gassaway from Coming to any Just Compliance that Instead thereof as this Def^t has heard and beleives the Said Gresham employed Severall Attrys at Law to endeavour to keep this Defend^t out of the Tob^o aforesaid and Soe far as in them lay to blacken and asperse this Def^t wth fraud for thus endeavouring to get a part of his Due and (amongst other things) alledged and professed in their answer to the Said Suit that this Defend^t did not endorse or transfer the afd note or order the afd five thousand pounds of Tob^o to be paid to the Said Jn^o Beard or order and that the Said Jn^o Beard Sued the Said Tho^s Gassaway on the Said note by fraud to and for the Use of this Def^t ag^t whom the Said Thomas by protestation alleged that he had an Acc^t amounting to five thousand pounds of Tob^o that had arisen due to him Since the Acceptance of that note and that he had paid that note to this Def^t but the Said plea or Answer being found wholly frivolous and Merely Used to Vex this Def^t the Said Jn^o Beard notwithstanding all the opposition they were able to make had Judgm^t ag^t the Said Gassaway and then the Said Gassaway by his Attry Confessed the Damages for the Said five thousand pounds of Tob^o besides Seven hundred and five pounds of Tob^o Costs in the Comp^{ts} bill Mentioned That after the Said [385] Judgment was Recovered this Def^t being Still willing to avoid puting the Said Gassaway or Gresham to any unnecessary Charges forbore Issuing out Execution on that Judgm^t against Said Gassaway on the Said Gresham's fair promises to Comply till about the fifth day of May Seventeen hundred and fifteen at w^{ch} time (the tenth day of May being near) and not having recd any Tob^o on Acc^t of the Said Judgment apprehended the Said Gresham or Gassaway designed to take the Advantage of Staying the Ex^o till Nov^r following and this this Defend^t is the rather inclinable to beleive because he refused to give this Defend^t his penall bond that the Tob^o Shou'd be paid that present Tob^o Season untill this Defend^t had Actually Sued out Execution and acquitted the Said Gresham of it And then the Said Gresham gave Such bond duely executed for the paym^t of the Said Tob^o by the last of June then Next or twenty Shillings Sterl per Cent for the Tob^o if not Soe paid; That this Defend^t has heard and beleives that what ever Charge fell on Said Gassaway by that Suit was the proper loss of the Said Gresham and that it was to prevent