

fused it, Saying he had not made an advantagious bargain wth him being obliged to pay him tenn Shillings per Cent in bills of Exch^a This Replyant hopes this Honourable Court will Require better proof, then the Defendants owne belief of his Refusall of his order to M^r Brice Especially when the Substance of the order Sett forth in the Answer is Considered whereby the Said Defendant requires the Complainant to take the Said Brices Receipt for w^t he Should pay and the Replyant hopes to prove that tho' the Said Order was drawn in Aprill that yet he offered that Same Crop to pay it in any part of the County where he had Tob^o not preingadged; This Replyant hopes that it will be thought reasonable and Equitable that the Defend^t Should be obliged to particularize and by good Evidence to prove the time of year that he took Care to put this Replyant in mind every Tob^o Season to prepare for the paym^t of his Claime else he hopes he Cant fix a demand upon him as he by Straining his Memory endeavour to do in his Said Answer: And what he means by a Tob^o Season is intirely left as it Seems Designedly and artfully to be further explained. This Replyant Saith that he sought all means possible to pay the Defendant all his Just Demand, and that he would have ordered him the Tob^o if the Defendant had demanded it as by Law he ought to've done w^{ch} by his letter to M^r Tho^s Gassaway dated the tenth day of December one thousand Seven hundred and fourteen a Copy whereof is ready to be produced he Seems to allow he never did, And this Replyants readiness to pay the Defendant all that he Knew to be due to him will in a great Measure appear by his order to M^r Gassaway in one thousand Seven hundred and ten at w^{ch} time he succeeded this Replyant in the Sheriffs office, wth w^{ch} this Replyant hopes [395] to prove the Said Gassawayes willingnesse to Comply but that the Defendant was unwilling to receive it This Replyant refers the Defend^t to the prooffe of any Demand by him made of his Claime, tho' he very Cunningly in his Answer insinuates that Several persons had a very ill oppinion of Tob^o in this Replyants hands, and would not give So much for it as they would for ready Tob^o w^{ch} might prompt him to press the Replyant as he Sayes oftner then it was pleasing to him; Whereas the Custome in dealing for Tob^o then and ever Since Shews that tobacco ready received and fitt for Shipping is Considerably more Valuable and more Suitable to merchants than Notes which are to be negotiated, and the party purchasing Such notes is obliged at his own Cost to receive the Tobacco Weigh and Naile it, So that it is evident that the Difference in the prices do not proceed from what the defendant believes This Defendant Saith that he is advised that Nothing in his letter to the defendant in one thousand Seven hundred and fourteen can be construed to amount to an acknowledgment, that the defendant had duely demanded his Claime, But [r]ather that the replyant was always ready to pay him, And likewise hopes it will appear by the Defendants own Answer whereby he ownes that no accounts were Settled between this Replyant and him Since the year 1708 that the Defendant