

Compl't whether he does Remember the Said Compl't. in the years 1708, 1709, and 1710 reced any Money Saith the Said Compl't told him he had reced money but that he did not pay the Same away for Publick dues for that the Said Compl't Said the reason was he Cou'd not Get them to take money when tendred them wthout having their Ill will.

To the 11th Saith That by the order of the Compl't. he this Depon't deliverd to the Defendant the Acc^t now produced by the Defendant at the Request of the Compl't. N^o 7 and Subscribed by this Depon't as under Sherr. to M^r Gassaway and bearing date March the 14th 1712 in which there is an Article of Creditt in these words viz^t (Ball^a Due from M^r Gresham for the year 1710 as his hand March the 14th 1712 — 29870) but whether the Defendant approv'd or disapprov'd of Said Acc^t he dont Remember, And being Askt by the Def^t what he knows of the Def^{ts} Allowance or Acceptance of the above Creditt in M^r Gassaways hands Saith he has often hear'd the Defendant Say that he wou'd have nothing to do with that tob^o in M^r Gassaway's hands but kept Said Gassaways Acc^t and the Complainers Seperate or to that Effect.

[407] To the 12th Saith That on or about October 1714 he was Commissionated to be high Sheriff of Ann Arundell County and that the Complainant afterwards did draw the note now produced bearing Date Feb'y the 11th 1714 a Copy whereof is N^o 8 on this Deponant thereby requireing him to pay unto the Defendant or his order the Sum of 3486th of Good Tob^o Convenient in Ann Arundell County) w^{ch} this Dep^t did Accept the Same day by under writeing the Same, tho' not at req^t of the Defendant. And further Saith that he Soon after Gave the Defendant, Notice of the Said Order and of his the Dep^{ts} Acceptance thereof And afterwards on or about the 19th of August 1715 offered the Said Noate So Accepted to the Defendant who refused to Accept thereof. And Saith that the Defendant then Said the reason of his not taking the Said note in payments was that he the Said Defendant apprehended there was a design thereby to Exclude him from any further Claim and to throw the Costs of Suite Expended in Sueing the Sherr^s bond, upon him. And further Saith that he this Deponant was willing to pay the Said Noat, for that he was Indebted to the Said Complainant at the Same time in a large Quantity of Tob^o And further declares that if the Def^t wou'd have accepted of the Said Noat he this Deponant wou'd have applyed So much of the Tob^o he paid the Defend^t that year towards the Discharge thereof if the Defend^t wou'd agree to the application

And being askt on part of the Defend^t Saith That he has heard the Defendant Say that he the Said Defend^t Should be Very willing to Receive the Tob^o from any body that would pay it but that he wou'd not Give Credit for any noates till payment or words to that Effect.

And the Said Deponant further Saith that at the time of offering the afores^d note he owed the Said Defend^t about 20000 p^{ds} of Tob^o and does not