

unto him the Said William Hopkins the Said Two Thousand three hundred Eighty four p<sup>ds</sup> of Tobbaco by Way of Loan And the Said William did Tender unto the Said Thomas and is Likewise now and hath att all times been ready to give Security to the Said Thomas Such as the Said Thomas Shall like and well Approve of for the paym<sup>t</sup> of the Said Two Thousand three hundred Eighty four pounds of Tobb<sup>a</sup> for every hundred upon the One and Twentieth day of October Next which Shall be in the Year of our Lord 1685 According to the Directions in the Said Act, but the Said Tench did utterly refuse to take Such Security for the payment of the Said Two Thousand three hundred Eighty four pounds of Tobbaco with the [100] Interrest of Eight pounds of Tobbaco for every hundred for forbearance of the Same for one whole Year, but the Said Thomas Tench did Ask Demand and Exact the Summe of five and Twenty pounds of Tobbaco for Interrest and forbearance of every one hundred pounds of Tobb<sup>a</sup> of the S<sup>a</sup> Two Thousand three hundred Eighty four pounds of Tobb<sup>a</sup> So lent by Way of Loan as aforesaid Contrary to the forme of the Said Act of Assembly af<sup>d</sup> and thereupon he putts himselfe upon the Country. To which plea the p<sup>lt</sup> replies and Saith that for any thing above in the plea of him the Said William Hopkins alledged he ought not to be debarred from having his Action af<sup>d</sup> ag<sup>t</sup> him the Said William because he Saith that he the Said Thomas Tench being a Merch<sup>t</sup> att the Speciall Instance and request of him the Said William did Sell and deliver unto the Said William Hopkins Severall and Sundry Goods Wares and Merchandizes Amounting to the Summe of five Thousand Six hundred and Twenty pounds of Tobb<sup>a</sup> for ready Tobb<sup>a</sup> Imediatly to be paid by the Said William to the Said Thomas And that the Said Summe of Two Thousand three hundred Eighty four p<sup>ds</sup> of Tobb<sup>a</sup> Mentioned in the Declaration of the Said Thomas being the remainder of the Summe of five Thousand Six hundred and Twenty pounds of Tobb<sup>a</sup> ought to have been Imediatly paid by the Said William to the Said Thomas And that he the Said Thomas did not Lend unto the Said William the Said Summe of Two Thousand three hundred Eighty and four pounds of Tobbaco by Way of Loan and this he prays may be inquired into by the Country. And the Defend<sup>t</sup> also.

And the Jurors being Impanneled and Sworne upon their Oaths did Say that they doe find for the plaintiffe without Cost upon which the Court [101] did Send them Back again and told them that they ought to find Certain either for the P<sup>lt</sup> or defend<sup>t</sup> and after Some time the Jury Came in Again and upon their Oath do Say that they found for the defend<sup>t</sup> without the least Colour of Evidence to warrant them Soe, all that was given in Evidence for the defend<sup>t</sup> was that they heard the Said Hopkins Offer the Said Thomas Tench p<sup>lt</sup> Eight pounds of Tobbaco per Hundred for forbearance of the Tobbaco the Said William Hopkins def<sup>t</sup> was indebted to him if he would Stay for the Same an other Year but the Said Thomas Tench p<sup>lt</sup> refused the Same So the Verdict Erroneous and Judgment also.