

Hon^{ble} Charles Lord Baltemore Annoque, Dni 1682 and there Continued untill the 19th day of the Same Month of October att w^{ch} Said Tenth day of October

Were p^rsent: The Hon^{ble} Philip Calvert Esq^r Chancellor; Col^o Thomas Taylor; Col^o Vincent Lowe; Col^o William Diggs.

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James Bowling ag^t Gerrard Slye

Gerrard Slye late of S^t Marys County Otherwise Called Gerr^d Slye of S^t Marys County Merch^t was Summoned to Answer to James Bowling of the Said County Gent of a plea that he hold to him the Covenant made between them According to the force forme and Effect of a Certain Writing Indented thereof between them and which to him to hold he ought.

And whereupon the Said James Bowling By Robert Carvill his Attorney Complaineth That whereas by a Certain Writing Indented made att Bushwood in the County aforesaid the Two and Twentieth day of Aprill in the Year of our Lord 1681 Between the aforesaid Gerrard Slye of the one Part and the Said James Bowling of the other Part whose own Part with the Seale of the Said Gerrard Slye Sealed the Said the Said [sic] James bringeth hereinto Court whose Date is the Same Day and Year, It is Wittnessed That it was Covenanted and Agreed of by and between the Partys to those presents for them Selves and their Assignes that the Said Gerrard Slye or his Assignes Should have as Lawfull purchases of and from the S^d James Bowling or his Assignes all his whole Crop or Cropps of Tobb^a which he Should make with his Servants or Slaves on his Plantation or Plantations that present year 1681, And that the Said James Bowling and his Assignes Should use his and their Uttmost Endeavours for making the brightest and best Tobbacco they Could Clear of all Trash and to Order it according to the Said Gerrard Syles Instructions, In Consideration whereof the Said Gerrard Slye or his Assignes was to allow or pay unto the Said James Bowling or his Assignes after the rates of one peny per pound to be paid in Goods and the Same to be Delivered att Westwood Landing or Piles Creek Wiccocoinico River next fall att first and prime Cost as the Said Goods Should bona fide Cost out of the Shops without any Charge of freight, Custom or [139] any other Petty Charges whatsoever onely the Said James Bowling or his Assignes Should Deduct and allow him the Said Gerrard Slye or his Assignes one peny in Every Shillings worth of Goods in Lieu of the Said Charge And if in Case the Said Gerrard Slye or his Assignes did Ship what Goods the Said James Bowling did Order and Write for and that the Same Should Miscarry then the Said Gerrard Slye Should have his liberty to Supply the Said James Bowling with any other Goods the S^d Slye should or might have in the Country in Case he had Such Goods as the Said Bowling Wanted or had Occasion for, And that no Advantage Should be taken on Such an Accident And in Case of Mortality of either party it Should be att the Choice of the Executors or Adm^{rs} of the