

Deceased if they thought fitt to make Void the aforesaid Covenants and that no Advantage Should be taken thereon as by the Said Writing Indented may more plainly Appear and the Said James Bowling Saith that although he hath fulfilled all and Singular the Covenants and Agreements in the Said Writing Indented above Specified on his part to be fulfilled and performed according to the forme and Effect of the Said Writing Indented af^d and by Protesting that the af^d Gerrard Slye hath not fulfilled any of the Covenants or Agreements in the Writing Indented af^d above Specified on his part to be performed fulfilled an [sic] kept in fact the Said James Saith that after the making the Writing Indented afores^d and before the day of the Purchase of the Originall Writt of the Said James (that is to Say) the Said Two and Twentieth Day of Aprill aforesaid or within Some few Days afterw^{ds} The Said James Bowling Did Order and Appoint the Said Gerrard Slye to buy for him the Said James and to [140] Send to him the Said James Bowling According to the Covenant and Agreement in the aforesaid Writing Indented mentioned the Severall Servants and Goods in the Schedule hereunto Annexed Mentioned And the Said James did Give him the Said Gerrard a particular List thereof And further the Said James Saith That he the Said James did also after the Making of the Writing Indented aforesaid and before the purchasing of the Originall Writt of the Said James aforesaid (that is to say) The Twenty Seaventh day of Jan^y 1681 pay and Deliver unto the Assignes or Order of the Said Gerrard Slye all Such Tobbaccos Quantitys Cropp and Cropps of Tobbaccos whatsoever Which the Said James with his Servants or Slaves did Make upon any his Plantation or Plantations in the Said Year of our Lord 1681 According to the forme and Effect of the Said Writing Indented which S^d Quantitys and Cropps of Tobbacco So by him the Said James to the Said Assignes or Order of the Said Gerrard Slye paid and Delivered in the whole amount unto the Summe of Seaventy Eight Thousand one hundred Sixty and four pounds of Tobbacco and Although the Said Gerrard Slye and his Assignes by the Agreement and Covenant aforesaid in the Writing Indented aforesaid Contained were to Allow and Pay unto the Said James Bowling or his Assignes after the rate of one peny per Pound to be paid in Goods to be Delivered att Westwood Landing or Piles Creek in Wicocomico River in S^t Marys County the next fall after the Date of the Said Writing Indented (which is long Since Past) att the first and Prime Cost as the S^d Goods Should bona fide Cost out of Shops without any [141] Custom freight or any other petty Charges whatsoever Deducting a peny in the Shilling as af^d Yett the Said Gerrard Slye or his Assignes or any of them have not hitherto paid or Allowed to the Said James Bowling or his Assignes after the rate of one peny per pound for the Tobbacco aforesaid to be paid in Goods as af^d nor hath he the Said Gerrard or his Assignes Delivered the Said Goods nor any other Goods to the Said James Bowling or his Assignes according to the forme and Effect of the Writing Indented aforesaid though there-