

matter of them and whether thereupon they did not come to a final agreement about the said bargain, and if they would not have delivered up early to other their several bonds touching the said Provision of the Compt<sup>rs</sup> could have come by two bond, and that the d<sup>ft</sup> might see forth if hee had any place or room to put, or lay the said Provision in if the Compt<sup>rs</sup> had delivered the same, and if the d<sup>ft</sup> was not thereupon induced and moved to discharge the said bargain and come to a final agreement touching the same, & whether the d<sup>ft</sup> was Ever out of purpose forthing in the purchasing of the said Provision, and if the t<sup>h</sup> said d<sup>ft</sup> did not, d<sup>ft</sup> for the Compt<sup>rs</sup> to spare him two hhd<sup>s</sup> of Malt, and some other small matter of goods, & that the said Compt<sup>rs</sup> might be discharged from the said bond hee being ready to deliver up the d<sup>ft</sup> according to the said agreement, and that all proceedings at Law thereupon might be stayed and the Compt<sup>rs</sup> Relieved according to Equity, hee humbly prayd the favour, aid and assistance of this honorable Court, and that process of subpoena might be thereout Shewd against the said d<sup>ft</sup> to appear in the said Court, and answer the premises; These things granted and the d<sup>ft</sup> therewithall f<sup>rd</sup> hee appeared accordingly and put in two answers to the Compt<sup>rs</sup> said bill of Compt<sup>rs</sup>. And therein did f<sup>th</sup>forth;

That the Compt<sup>rs</sup> informing the d<sup>ft</sup> of his going for England & Ireland and the d<sup>ft</sup> intending to set up a Brewhouse and Law Ordinary keeping but only to keep a private house, and in Court and Assembly him to entertaine Lodgers, and for that purpose being willing to furnish himselfe w<sup>th</sup> necessary for a Brewhouse and a private family hee contracted w<sup>th</sup> the Compt<sup>rs</sup> for the Provision particularly in the bee mentioned & gave Mutuall bonds early to other of the p<sup>ty</sup> in the bee mentioned, and the d<sup>ft</sup> was to pay two Tobacco for the same at the returne and Delivery of the said goods and not on the tenth day of October as in the bee was mentioned, hee said that hee was at that time in a good Condition of Estate and able to pay his d<sup>bt</sup>, and that at the same time the said Compt<sup>rs</sup> was Justice Just<sup>ice</sup> to him for ordinary Expences and Tobacco paid for him and other of the summe of thirteene thousand five hundred sixty and two pounds of Tobacco w<sup>ch</sup> should have beene paid to the d<sup>ft</sup> in the Cropp before Chmo 1676 — but the Compt<sup>rs</sup> neglected to pay the same then to the Compt<sup>rs</sup> great damage and the d<sup>ft</sup> sayd that the said Compt<sup>rs</sup> standing for ind<sup>bt</sup> to him, hee the said Compt<sup>rs</sup> in Decem<sup>r</sup> 1676 having purchased a considerable quantity of Urneo and other Liquors of the then Govern<sup>r</sup> proposed to sell some part thereof to the d<sup>ft</sup> at very Reasonable rates, but the d<sup>ft</sup> told the Compt<sup>rs</sup> hee could not deal for Ready pay, and for the said thirteene thousand five hundred sixty and two pounds of Tobacco the said Compt<sup>rs</sup> owd unto the d<sup>ft</sup> hee had promised and Engaged himselfe to pay the same to Robert Graham Attorney of Robert Williams and William Kary Attorney of Joshua Williamson to Whome the said d<sup>ft</sup> stood Ind<sup>bt</sup> for a like summe. And thereupon