

the said Compt^{ts} told the d^{ts} that, hee did not sell for p^{er} pay but that hee would lett him have the wine for the next year pay at two thousand pounds of Tobacco p^{er} pip^{er}, and brandy at forty p^{er} gall, and then faithfully promised to pay the said sume of thirtee thousand seven hundred fifty two pounds of Tobacco to the said Graham and Wary the d^{ts} Credit^{or} as afor^e said on those Considerations, and the d^{ts} relying on the Compt^{ts} promise to pay the same accordingly, the said D^{ts} bought of the said Compt^{ts} as much wine and Brandy w^{ch} at the rate afor^e said and next year pay came to the sume of twenty eight thousand eight hundred and eighty pounds of Tobacco, for w^{ch} the D^{ts} gave him his bond of the penalty of fifty seven thousand seven hundred and fifty pounds of Tobacco. Conditioned to pay the said twenty eight thousand eight hundred and eighty pounds of Tobacco upon the tenth day of November Ann^o Domini 1677 and for the d^{ts} was not, at that time or the time of the Contract for the Provision afor^e said one pound D^{ts} to the said Compt^{ts} p^{er} pay as the Compt^{ts} pretended, but on the contrary the Compt^{ts} did to him the said d^{ts} the said sume of 13762 of Tobacco as afor^e said, w^{ch} if the Compt^{ts} had paid according to his promise to the use of the said Williams and Williamson as afor^e said, the d^{ts} had not received any instruments in his Credit, nor should have been sued & put to charge for the said d^{ts} as afterwards through that occasion hee was, that the Compt^{ts} being just about going for England the d^{ts} Minded him of his promise and desired him to pay the said thirtee thousand seven hundred fifty two pounds of Tobacco as afor^e said but hee then told the d^{ts} that hee could not then pay the same having shipped all the Tobacco in the shipp hee was to go in, and for the d^{ts} being like to go wth out his Ready pay afor^e said was necessitated before hand to Discount the same in part of the said twenty eight thousand eight hundred and eighty pounds of Tobacco payable for the wine & brandy the next year pay to the d^{ts} great dammage, and was constrained to take the Compt^{ts} receipt dated the three and twentieth day of June 1677 in pt^{er} of his said bond and to give him a release for his said d^{ts} of all w^{ch} the d^{ts} humbly prayed the Consideration of the Court as to that manner of pay when at such year pay wine was at two thousand pounds of Tobacco p^{er} pip^{er} and p^{er} pay but 1200 or 1400 pounds of Tobacco at the Compt^{ts} p^{er} pip^{er} w^{ch} Compt^{ts} to above Eight, or Nine thousand pounds of Tobacco in the whole sume, And the said D^{ts} denyed the Compt^{ts} false allegation that hee was at the time of the Compt^{ts} w^{ch} exhibiting. und^{er} bled to the Compt^{ts} the said sume of twenty eight thousand eight hundred and eighty pounds of Tobacco or one pound the w^{ch} of due by his bond afor^e said but the same was all paid by the 13762 pounds of Tobacco as afor^e said and by all w^{ch} for 15120 pounds of Tobacco residue of the said sume given to Mr John Derry the Compt^{ts} Attorney according to the Compt^{ts} agreement to