

the Comp^{ly} not because the said Coll Low^d did not pay the Ten thousand
pounds of Tobacco, but because the Comp^{ly} ^{did not} the said Matthew so far would
two or three Months wth him up the bay when they came to receive
the Tobacco sayeing his sloop and spent foure thousand pounds of Tobacco
and runs away hee taken up by a warrant from the house the ^{House} ^{of} ^{Commons}
and yet the Comp^{ly} payd them not one pound of Tobacco, sayd that Deery
did not receive any of the Tobacco due on the said bond for ^{the} ^{provision}
because the same was not payable the tenth of October but when the
Provision came in and were delivered, But the Def^d ^{is} ^{confiding} in the
Comp^{ly} promise that he would send in the Mail from London for the more
speedy enabling the Def^d to get up his Provision, the Def^d offerd Mr
Deery to pay him part of the 25,750 pounds of Tobacco at the then next
Cropp out of the Tobacco to be allowd him out of the publique, w^{ch} w^{as}
the Def^d to offer Deery by Letter sent to England and acquainted the
Comp^{ly} and the Comp^{ly} by his Letter sent in in answer therunto (w^{ch} the
Def^d had sent) orderd Deery not to receive one pound till the provision
came in, that Deery dying Just before the second of December 1677 -
ind^{ed} to the Def^d for rent for the house the Def^d had to him, and
for other Tobaccoes sent and laid out for him and goods sold him and
otherwise the sume of twenty foure thousand pound of Tobacco
the Def^d as princip^l Creditor Administred his Estate but the
Def^d did not meddle wth any of the Comp^{ly} papers for they were
found by the Judge for probate of wills and granting Administracions
in a Court held in the Def^d house, and one Perrott kept the
Key for the Comp^{ly} w^{ch} by the Judge ord, and hee the said Perrott
had recourse to the same when hee pleasd, and the Def^d never
obtained the same longer then hee could get a receipt for the
same, w^{ch} hee had reason to doe having received great damage formerly by
trusting to the Comp^{ly} housely, in fact Case, that true it was the
Comp^{ly} in may 1670 came to the Def^d house and acquainted him that
hee had brought in the Provision and was ready to deliver the same -
according to the Bond provided the Def^d would pay for the same of Tobacco
according to his bond, and desired to know of the Def^d where and when
hee might have his pay for the said goods. the Def^d then told the Comp^{ly}
that hee had not performed his bond as to the time by two Months, but
the Comp^{ly} would not deliver the goods till hee knew where to be
payd his Tobacco, the Def^d sayd to him what Tobacco can you expect
this time of year or word to that effect but did not remember by
hee said hee had no Tobacco left. True the Comp^{ly} sayd if hee deliv^{er}
the goods hee expected ready Tobacco to pay for the same, the Def^d

(Deery)