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Dempsey had the Compt. dispose of them as he pleased or desired the Compt. to spare him the Defs. some of them, but the Compt. says twice spare you some of them for yo^r private use & the Defs. says yo^r twice take some of them at the rate you see to others, and the Defs. gave the Compt. a particular Invoice of what he at first wanted but no way in relation to or prejudice of the said Contract or bond aforesaid, but the Defs. never received a pennyworth of the goods, and the Defs. says that he told the Compt. that he the Compt. was Dr. John Derry as aforesaid and the Defs. being told that the Compt. need not to find his pay for the provisions for the same was by that means in his own hands. to w^{ch} the Compt. answered that the Compt. had nothing to do wth the Derry Estate he the Compt. would admit the said and offered to the Defs. if he would give the Compt. four thousand pounds of tobacco they would make an End of the business and cause both the bond about the provisions to w^{ch} the Defs. replied no it is not as it doth wth the just other defences, as the Defs. would not warrant (if true as the Compt. pleads) to be an acquittance or discharge of the said bond of the Compt. to say he had not ready Tobacco or will you stay till the next year or Dispose of them as you please. Could not amount if the Defs. had said so to a release of the said Compt. bond, and the Defs. says he was much damaged by the not having the provisions delivered him at the day mentioned in the Condition of the said bond, for that he might have had as much in those two months time out of the said provisions being Courts time as would have paid the Compt. wth a great advantage to the Defs. and the said Derry the Compt. Attorney might have received most parts of the Tobacco due for the same at the Court before, and the Defs. was daring to venture the penalty of his bond in case the Compt. should come in & deliver the goods by the day, having sufficiently experienced the Compt. kindness in those cases before, he the said Defs. left in the hand of Thomas Taylor Sheriff of Dorsetshire County & in the hand of the said Derry w^{ch} he owed him the Defs., and in the hand of others sufficient to have paid the Compt. and the Compt. ought at his price to have delivered the goods and to have taken his Remedy against the Defs. in case of non payment, for the said goods upon the Defs. bond being a good Consideration w^{ch} he had chosen as his security. w^{ch} being once accepted could not be made Invalid in Law or Equity but by performing the same Dempsey had ever came to any final End about the said bond or agreement (to