

to cause the same as by the bee was pleaded, but said the Compt<sup>ts</sup> did not  
 deliver the goods a shore nor was in a Capacity to do the same or durst put  
 the same a shore here for that as the d<sup>ft</sup> had heard, the Compt<sup>ts</sup> lay many  
 days in harbour w<sup>th</sup> in the Jurisdiction of this Province and under Entry of  
 Contrary to Act of Parliament, and so had forfeited the said Shipp &  
 that hee had also heard the Compt<sup>ts</sup> had brought in Counters bound goods  
 as Wine and other things from Ireland and so durst not break bulk  
 here or stay for fear of seizure by his Majesty's officers here in further  
 wilfull breach of the said bond, and so went away and sailed up  
 to Louack to Virginia and there Entered, and there disposed of the said  
 Defend<sup>t</sup> goods, And Whereas the Compt<sup>ts</sup> pleaded themselves damaged  
 by having the Provision turned on his hands, the d<sup>ft</sup> says that was  
 false for hee wanted Provision for the supply of his Indians brought  
 in, And the d<sup>ft</sup> says that the Compt<sup>ts</sup> did bring in the goods hee by his  
 bond had Condition to bring in neither for quantity or quality, and hee  
 believed the Compt<sup>ts</sup> could not procure the same with his own Money  
 or else hee never would have Counters bound Deery by the from  
 Receiving Tobacco of the Defend<sup>t</sup> as aforesaid, And particularly the  
 d<sup>ft</sup> says the Maults by him brought in was very much damaged &  
 was not Marketable, And therefore the said Compt<sup>ts</sup> having so  
 many waies wilfully broken the said bond the d<sup>ft</sup> says true it was hee  
 caused the same to be put in suite for Recovery of his Damages in not  
 Delivery of the goods aforesaid, and the d<sup>ft</sup> says there was over any fine  
 End as by bee was allowed, and hee believed it to be true the Compt<sup>ts</sup> could  
 never procure a bond of the said goods to the d<sup>ft</sup>, for hee never did make any  
 bond of the same, and the d<sup>ft</sup> says hee wanted store room to lay the  
 said goods in for that hee had hired a house of Mark Gordon at 500  
 of Tobacco a year and other works to be done about that house on purpose  
 to set up a Brew house. Depending absolutely on the Receiving the said goods  
 And the d<sup>ft</sup> absolutely says hee did any way Release the Compt<sup>ts</sup> of his  
 bond or Contract about the provision aforesaid, Nor did the Compt<sup>ts</sup> ever  
 ask the d<sup>ft</sup> if hee would have the goods putt a shore for of the Compt<sup>ts</sup>  
 had put the same a shore according to his bond the d<sup>ft</sup> was then ready and  
 able to pay for the same, And the d<sup>ft</sup> further says hee was damaged by  
 the making the said bargain and for the want of the said goods more  
 then the penalty of the said bond, for depending on the said goods hee  
 intended to follow the trade of a Brewer and kept of the Trade of  
 Ordinary Keeping being very beneficial to him, and let his house to  
 Deery, and Deery not being able to maintain the same as to ordinary  
 Keeping