

Keeping would have delivered the same against the Def, being not able to  
 keep the same going without the Defs help, w<sup>ch</sup> the Defs not doubting of  
 the Recovery of the goods afor-said, and for furnish the said Drury w<sup>th</sup>  
 Liquors goods and Provisions for w<sup>ch</sup> hee was not, the said and by that  
 M<sup>ans</sup> had Diffurmed himself, and the said house hee hired of  
 Cord for a brewhouse on purpose, and since had made little or use  
 of it, that the said Drury dying afor-said, the said house by careles-  
 =ness of Drury and the Comps servants who were left, there in possession  
 thereof was burnt, and had not the Defs depended on the said goods hee  
 might have accepted the house againe as Drury offered and followed Drury  
 Keeping againe and in probability shav<sup>e</sup> profited the same from fire, & for  
 not only that loss happened, but depending the said goods and to set up a  
 Brewhouse hee devoted himself of all employments by w<sup>ch</sup> and by the  
 Comps many frauds that the Def was indebted to them the Comps in  
 just great summe as afor-said. the Defs suffered much in his Credit, hee was  
 hee the Defs responsible enough to pay the Comps or any of you else what  
 hee had justly owed them, and had left in the hands of Mr Thomas Taylor  
 Sheriff of Dorchester County afor-said Twenty thousand pounds of Tobacco  
 w<sup>ch</sup> hee intended to have paid most part of the said bond, and w<sup>ch</sup> hee  
 had the same remained all that year undisposed of by the Defs  
 And had hee not kept the same for that purpose to avoid the forfeiture  
 of the said bond the same would have paid and discharged most of it, as  
 the Defs owed and for w<sup>ch</sup> hee was surety, and hee said hee could have  
 well paid for the said goods but hee ought to have had the said goods  
 him to see if they were in Quantity and Quality according to the said Bond  
 and hee had no reason to trust the Comps w<sup>th</sup> Tobacco before hee had the  
 said goods having also justly experienced the Comps honesty  
 w<sup>th</sup> the said Case, hee knew that the Comps never intended to put the said  
 goods ashore according to the said bond but only pleased for to do so to delude  
 the Defs and get from him a Coasting boat w<sup>ch</sup> formerly was Drury  
 and then belonged to the Defs as his own, for the Comps cunningly sent  
 a Letter for the same pleading to help to bring the Defs goods ashore w<sup>ch</sup>  
 the Defs sent him, w<sup>ch</sup> when hee had got hee detained the same and carried  
 w<sup>th</sup> his shipp to Virginia and hath not yet returned the same, and for w<sup>ch</sup>  
 the Defs had been forced to bring his action at Law, And with the  
 Jurors Travels the Defs concluded his Answer,  
 So w<sup>ch</sup> answer of the said Defs the Comps Reply to the  
 matter

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