

Defendant was Debtor to him by bond fifty or sixty thousand pounds of Tobacco  
 and that hee the Compt had brought in several Goods for the Def, but  
 hee would not let him have them till hee had paid the old bond, & the  
 Compt then sayd on board two things, that hee could have double the  
 Tobacco and pay for the said goods more than the Def was to  
 give him for them, and the Def by his answer touching hee was  
 damaged more than the penalty of the said bond, and is appearing  
 by the depositions of Thomas Thomas Bland that the Def had  
 Received Tobacco in his hand for the satisfaction of the said Def  
 Bond for the said provisions, of most of which hee had made use  
 that year and the Compt insisting on the discharge of the said  
 bond by the final agreement, in the brentious which amounted to  
 several Debts, this Court thereupon and upon reading of the  
 depositions of George Thompson touching the said supposed discharge  
 and the other depositions for the Compt and Def, Declared that the  
 Discharge which passed between the Compt and Def, and proved by  
 said Mr Thompson were not sufficient on which the Court could give  
 the Compt any relief upon his bill as aforesaid to bar the Def from  
 his account, Law upon the said bond for the breach thereof, and that  
 the Compt might thereby the validity thereof of his relief and  
 discharge of the said bond, And the Court did declare that the Compt  
 ought to have delivered the said goods on shore to the Def before hee  
 could have pay for the same, and that in case of the Def to refuse  
 to pay for the same hee had good remedy at Law upon his bond of  
 forty three thousand one hundred pounds of Tobacco against the said Def  
 and that the said Def, for ought appeared to the contrary to this Court  
 was then of a good and sufficient Credit to have paid for the said goods  
 if delivered (besides the Debt the said Def due from the Compt to the  
 said Perry to whom the said Def was due) and that the said Compt  
 had voluntarily and lawfully broke the said bond of forty three thousand  
 one hundred pounds of Tobacco in not delivering the goods aforesaid, and  
 so left the said Compt and Def to the Common Law upon the said  
 bond, and there the Compt to defend him self as to his supposed relief  
 and discharge and to the Def Damifications as hee could  
 And therefore ordered the Injunction formerly granted in this Cause  
 should be dissolved and so no Costs or Reason Equity to retaine  
 the Compt. It is therefore this present day that is to say on  
 Friday the fourteenth day of May in the year of our Lord 1670