

1675.

of fourteen thousand six hundred sixty six pounds of tobacco and the Defendant further saith that he did at the same time demand of the said Defendant the said Summe of fourteen thousand six hundred sixty six pounds of tobacco so ordered to be paid as aforesaid but he denied and refused to pay the same nor hath he yet paid the same to the said Complainant or any other by his Order to the Defendants knowledge more than the Summe of three & twenty hundred pounds of tobacco or thereabouts.

Sworne the 6th day of May 1675
Before me Philip Calvert

Attachment then issued against the said John Wright & Mary his wife dated the 8th of May in the 4th year of the 26th October next

In Chancery in
Maryland

All a Court of Chancery held at S^t Maryes the ninth day of December in the second year of the Dominion of Charles the first Lord & Proprietary of the Province of Maryland & Avalon Lord Baron of Baltimore or before the Hon^{ble} Thomas Notley Esq^r Chief Judge in Equity, the Hon^{ble} Philip Calvert Esq^r Chancellor, the Hon^{ble} Wm Calvert Esq^r Secretary, the Hon^{ble} Baker Brooke Esq^r Surveyor Gen^l & the Hon^{ble} Colonel Henry Coursey Esq^r Between Thomas Peighin Master of the Shipp Ruth of London plaintiffe George Shullford of London Merchant & Edward Leach of the said Merchant Defendant

This cause coming upon the seventh day of this instant Decemb^r to be heard upon Bid & Answer (at the humble request of the plaintiffe who desired the cause might not be delayed nor his Shipp nor longer stayed) in the presence of the Com^{pt} & his Council & in the presence of the Defend^t Leach & his Council (the Defend^t Shullford being absent in England) the substance of the Com^{pt} Bid was, That whereas by a certaine Charter party of Affraightment Indented bearing date the Twenty seventh day of September One Thousand six hundred Seventy five Between the Com^{pt} of the one part & the Defend^t Shullford of the other part the Com^{pt} did grant & lett to straight the said Shipp the Ruth of London then riding at Anchor in the River of Thames London unto the said Shullford by the Month for & during the full tyme & space of Eight Months to begin & be accompted from the Twenty Eighth day of September aforesaid & for & during so long tyme & space after the Expiration of the said Eight Months not exceeding four Months more as it should please the said Merchant his Factors or Assignes to keepe or employ the said Shipp at the rate & price of sixty five pds Sterling p^r Month accompting Twenty Eight dayes to a Month from the tyme aforesaid And the said Master for himselfe his Executors & Assignes did Covenant that the said Shipp should with the first faire wind & weather after the said Twenty Eighth day of September be ready to depart & sett sayle from Gravesend & from thence (the dangers of the Seas & casualties excepted) sayle apply to any & trade to

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