

unto Often times required And So the Said James Saith that the Said Gerrard Although often required the Coven^t af^d of that it was Covenanted and Agreed of by and between the partys to those presents for themselves and their Assignes that the Said Gerrard Slye or his Assignes Should have as Lawfull purchase of and from the Said James Bowling or his Assignes all his Whole Cropp or Cropps of Tobbacco which he Should make with his Servants and Slaves on his Plantation or Plantations That p^rSent year 1681 and That the Said James Bowling Should use his Uttmost Endeavour for the making the Brightest and best Tobbacco they Could Clear of all Trash and to Order it Accord. to the Said Gerrard Slys Instructions In Consideration Whereof the Said Gerrard Slye or his Assignes was to Allow and pay unto the Said James Bowling or his Assignes after the rate of one peny per pound to be paid in Goods and the Same to be delivered att Westwood Landing or Piles Creek in Wiccocomico River Next fall att first and Prime Cost as the Said Goods [142] Should bona fide Cost out of the Shops without any Charge of freight Custom or any other Petty Charges whatsoever onely the Said James Bowling or his Assignes Should deduct and Allow him the Said Gerrard or his Assignes one Peny in Every Shillings worth of Goods in Lieu of the Said Charge wth the Said James Bowling he hath not kept but broken but the Same with him hitherto to keep hath Denied and Still doth Deny, Whereupon the S^d James Saith he is the worse and hath Damage to the Value of Two hundred pounds Sterling and thereupon he brings this Suite.

And the Said Gerrard Slye by Robert Carvill his Att^rney Cometh and Defendeth the force and Injury when etc. and prayeth Liberty to Imparle hereunto untill Next Provⁿ Court and it is Granted unto him the Same Day is given unto the pl^t Likewise.

Now here att this day to witt the 19th day of October in the 7th Year of the Dominion of the R^t Hon^{ble} Charles Lord Baltemore etc. Annoque Dni 1682 Came the Said Partys by their Attorneys af^d and the Said Gerrard Slye by his Attorney Saith that the Said James his Action against him Ought not to have because he Saith that he the Said Gerrard Slye the Said 22th day of Aprill in the Year of our Lord 1681 af^d att Bushwood af^d in the Said County did make and Seale to the Said James a Certeine Obligatory of penalty of one hundred Pounds Ster^l Conditioned for the true performance of the Covenants in the Said Writing Indented mentioned to be performed on the part of the Said Gerrard Slye he the Said Gerrard did then and there to the S^d James Deliver and this he is ready to Avert whereupon [143] he prayeth Judgment of the Said James other Action then upon the Said Writing Obligatory ag^t him the Said Gerrard ought to have And the Said James Saith that he by any thing by the aforesaid Gerrard above by pleading Alledged from his Action af^d ag^t him the Said Gerard ought not to be barred, and that he thereto hath no Need nor by the Law of the Land is bound in any Manner to Answer and this he is ready to Verify Whereupon and for want of a Suffi-