That Whereas the said John upon the fifteenth day of June in the yeare of Our Lord 1682 by his Inland bond or writing Obligatory sealed with his seale of him the said John and bearing Date the day and yeare aforesaid Did acknowledge himself to be bound & firmly bound unto the said James Miller in the full summe of Two hundred pounds of good and lawfull money of England to be paid unto the said James or to his Inland Attorney his Executors Adm or Assigns Att Notwithstanding the said John the said summe of Two hundred pounds to him the said James according to the time of the said writing Obligatory Though often thereunto requested hath not paid or satisfied but the same to pay and satisfy hath hitherto altogether denyed and refused & still doth deny to pay the same to the Damage of the said James One hundred & fifty pounds sterl. And thereupon the Demand this Suite

And the said John by Thomas Whitehead his Attorney Saith & doth the Fact & Injury wrongfully & Did praying the hearing of the said writing Obligatory And it is read unto him, He also praying the hearing of the Condition of the said writing Obligatory and it is read unto him in these words

The Condition of this Obligacon is such That Whereas there and Inland Articles of Affraightment bearing date Condicons and agreed upon by and between the above bounden Thomas Pembertoon Merchant & John Wallcot Mariner of the one part & the above named James Miller of the other part bearing even date with these presents of and concerning a Inland Voyage to be had and performed with the above named Mary Hipp, from this province to the Island of Barbadoes in such manner as in and by the said Articles are set forth, Whereforeto the said Thomas Pemberton & Jno Wallcot their heires Executors Adm & assigns Have from time to time & at all times hereafter well and truely observe performe fulfill and keepe all & singular the Articles Causes agreements promises grants & agreements mentioned and contained in the said Articles of agreement wch on their parts and behalfes Ought to be observed performed fulfilled & kept in as full and ample manner as the same are mentioned and set forth without fraud or delay That then this obligacon Shall be voyd and of none effect Otherwise to remaine & bee in full force power and vertue in Law: Wch being read and heard the said John Wallcot praying Liberty of speaking thereunto unto this high Prouincall Court and it is granted unto him

Whereupon the said day is given to the pt likewise

Att wch said high Prouincall Court to wit the fifthe day of July in the Eighth yeare of the Dominion of the Right Honble Charles Lord Baltimore &c Anno Dom. 1683: Came the parties aforesaid by their Attorneys aforesaid And the said John Wallcot by the said Attorney Saith that the said James the action aforesaid against him the said James ought not to have for that he saith that the said John Wallcot hath observed performed fulfilled & kept all and singular the Covenants & agreements in the Articles of Affraightment bearing date aforesaid above specified of the part of him the said John to be observed fulfilled and kept from the time of the making the Articles aforesaid unto the day of his taking out of the Exequatur writ of him the said James according to the purports and effect and true meaning of the said Articles And this he is ready to verify Whereof he Demands Judgment whether the said James the action aforesaid ought to have

And the said John Wallcot by the said Attorney saith that he ought not to be barred from having his action aforesaid against him the said John Wallcot because

by

by protesting & saying that the said John Wallcot hath observed performed fulfilled and kept all and singular the Articles Covenants & agreements in the Articles of Affraightment bearing date aforesaid above specified of his part of him the said John to be observed performed fulfilled & kept according to the purports & effect & true intents of the said Articles of Affraightment as the said John hath by plea above pleaded, And the said James protesting also that the said John Wallcot Master of the said Hipp did not with the said Hipp with and Convenient speed after the date of the said Articles (Wind & weather permitting) sayle with the said Hipp strong and sturdy fitted & sufficiently provided & furnished with tackling apparrell & other necessary & furniture from Nantzcoke River in Somerset County aforesaid where the Hipp lyed into Buffe River in Dorchester County aforesaid & there receive & take on board the said Hipp such & soe many Negroes & other Goods and Commodities as the said Hipp should receive & take on board by the said James Miller as in the said Articles are mentioned & expressed at the rates & prices therein named, & the said James further protesting that all the Merrim. belonging to the said Hipp was not at the Command and disposall of the said James Miller during the time of thirty foure days in the said Articles mentioned in relation to the speedy Loading & getting on board the goods and Commodities aforesaid in the Bramen & likewise in the unloading the same in the ports or place where the same should arrive & be unloaded, for plea the said James Miller saith that the said John Wallcot att the Expiration of thirty & foure days aforesaid did not with the said Hipp Merrim Tackle & Apparrell & other necessary furniture & provision together with the goods & Commodities aforesaid & all other necessary provision sets sayle from Buffe River aforesaid and by Gods grace Wind & weather permitting sayle directly to the Island of Barbadoes or some of the Carriby Islands Affirming & bound thereon saucely to visit the Island of Barbadoes, And the said John Wallcot & John Pembertoon did not at their owne proper Costs and Charges by his procurem of the thirty foure Days aforesaid when the said Hipp was to sayle from Buffe River aforesaid & so directly to Barbadoes aforesaid provided the said Hipp with Victuals drinke & other necessaries fit for such a Voyage, But the said James sayth that the said John Wallcot sayled with the said Hipp from Buffe River aforesaid the fifth day of September 1682 And the ninth day of September 1682 the said John Wallcot with the Hipp aforesaid Came to Anchor in Chesapeake Bay against Rockhold Strangles And wanting provisions for the said Hipp the said John Wallcot was forced to sayle with the said Hipp that he could procure him with sufficient provisions as aforesaid And before he could the said Hipp aforesaid the tenth day of October being about thirty days, in wch time two horses of the Loading of the said Hipp were killed in a Storme the Hipp at Anchor & the rest of the horses must bruise battered & made worse, And the Rooms must Wasted in Hold & And the water and provisions layd in by the said James for the Hipp aforesaid was more wasted & consumed with that not being the said John Wallcot had not Delayed the Voyage & made the Long Stay aforesaid, And therefore the said James sayth the said John Wallcot the Articles of Affraightment aforesaid and the Covenants and agreements in the same Contained hath not performed fulfilled & kept according to the purport and effect and true intent thereof but the same hath broken And this he is ready to be Judged of by the Country

Wch being read & heard & the Pltff having by his Attorney aforesaid replied & the Defendant having by his Attorney aforesaid rejoyned & the Pltff rejoyned & the Defendant rejoyned & the Pltff had fulfilled & kept all & singular the Articles in the Charterpary aforesaid mentioned, & the Defendant & assigned by the Court that the pltff ought to have his Action of the Charterpty aforesaid against the said Defendant upon one Article thereof, And not upon the whole

Charterpty