

will be disengaged of the bargain and be free to dispose of the house in question to her best profit which Expressions being used to the Governor By the Defd^t in her Letter upon a Suit depending She absenting herself out of the Province and willfully refusing to appear, this Court doth apprehend can amount to noe less then a Slighting and Contempt of this Court and Governm^t, And doth therefore and for the reasons before Shewed think fit upon the Complayn^{ts} mocōn to proceed to the hearing of the Cause the Defd^{ts} absence notwithstanding, And the Complayn^{ts} Suit being to be relieved against the Defd^t for a Sufficient Conveyance of the house and one hundred acres of Land thereunto belonging at S^t Maries where he now dwelleth with warranty against all Just claims according to agreement, the Complayn^t not distrusting the Defd^{ts} performance of the bargain on her part, having bestowed Very great charges upon the premisses and as appears by the Order of 20th of November last the Defend^t Confessed She once Offered Such warranty, And by the Deposicōns of M^r Thomas Johnson and Elizabeth Parry now produced it appears that the Defd^t did make an absolute bargain and Sale of the premisses to the Complaynant for the Consideracōn of ffour thousand five hundred pounds of Tobacco and Cask, and was willing to put her hand to a bill of Sale thereof with warranty against all Just claymes and that She received Some goods in part of paym^t which also appears by her Letter to the Complayn^t of the 22th of July 1650 now also produced Upon all which Deposicōns Letters and other proceedings, It is by this Court Ordered and adjudged that the Complayn^t his heirs and assignes Shall forever hereafter have hold and enjoy the quiet and peaceable possiōn of the house and Land in question against the Defd^t and all claiming by from or under her or her title, And that the Comp^{lt} Shall Satisfie and pay to the Defd^t or her assignes the remainder yet unpaid of the four thousand and five hundred pounds of Tobacco and Cask being the Consideracōn for the purchase before expressed And upon payment thereof, Sometime before the first of January next being Lawfully demanded, or in default of Such demand by that time upon Sufficient tender thereof for the use of the Defd^t or her Assignes Sometime in January next in Some one or two places betwixt S^t Georges River and Brettons bay, The Defd^t her heirs Extor^s or Adm^s Shall make unto the Comp^{lt} a Sufficient Conveyance or Bill of Sale of the premisses with warranty against all Just claimes according to her agreement proved upon Oath, and that in respect of the Defd^{ts} non residency here and it being doubtfull how Soon She may further absent herself where She cannot be found or compelled to the performance thereof It is further Ordered that upon payment or

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