

To the R<sup>t</sup> wor<sup>th</sup> the Governo<sup>r</sup> & Councell

The humble Pet<sup>n</sup> of Luke Gardiner Humbly Sheweth

Liber  
P. C. R.  
Gardiner v.  
Gerard

That yo<sup>r</sup> Pet<sup>r</sup> in the yeare 1652 did freely purchase of Thomas Gerard of S<sup>t</sup> Clem<sup>ts</sup> manno<sup>r</sup> Esq<sup>r</sup> a certaine Tract or parcell of Land, commonly called by the name of Canow-Neck, for the consideraõn of 5000<sup>t</sup> Tob. & cask & allready receaued; And Three barrells of Indian Corne & Two Capons yearely to be payd unto the afores<sup>d</sup> Gerard. And th<sup>t</sup> whereas the afores<sup>d</sup> Gerard hath passed unto yo<sup>r</sup> Pet<sup>r</sup> a Certaine Instrum<sup>t</sup> under his hand & Seale, as an acknowledgm<sup>t</sup> of the fores<sup>d</sup> Contract, w<sup>th</sup> promise th<sup>t</sup> if yo<sup>r</sup> Pet<sup>r</sup> should afterward any way mislike the afores<sup>d</sup> Deed, by reason of any clause therein conteyned not consonant to Law, or w<sup>ch</sup> might make it appeare to be noe perfect alienation, th<sup>t</sup> then hee the s<sup>d</sup> Gerard should bee willing att any time to graunt unto yo<sup>r</sup> Pet<sup>r</sup>, a more sufficient assurance of his s<sup>d</sup> Land, And th<sup>t</sup> whereas yo<sup>r</sup> Pet<sup>r</sup> hath seuerall times shewed the Deed to diuers persons, well skilled in the Law, to haue their Opinions, Whither or noe it were sufficient, to assure the afores<sup>d</sup> Land unto yo<sup>r</sup> Pet<sup>r</sup> & his heyres for euer, according to the intention of the Bargaine. It was declared by them all, to bee a uery imperfect Conueyance, W<sup>ch</sup> yo<sup>r</sup> Pet<sup>r</sup> understanding, in compliance to the s<sup>d</sup> Gerards promise gott another attendance drawne agreeable to the former Contract, made betweene the s<sup>d</sup> Gerard & yo<sup>r</sup> Pet<sup>r</sup>, & made a tender thereof to him, humbly desyring th<sup>t</sup> hee would bee pleased, after the perusing thereof, to signe it according to his former promise, But hee utterly denyed the signing of it. p. 102

May it therefore please yo<sup>r</sup> hon<sup>rs</sup> soe seriously to consider the premises th<sup>t</sup> the s<sup>d</sup> Gerard & his Wife, may bee forced in the behalfe of themselues & their heyres to graunt soe sufficient assurance to yo<sup>r</sup> Pet<sup>r</sup> & his heyres for the afores<sup>d</sup> Land, w<sup>ch</sup> hee hath soe long since payed for : & that wee may be sure to remaine in quiett posses<sup>n</sup> thereof for the future.

And yo<sup>r</sup> Pet<sup>r</sup> shall euer pray &c :

Vppon the Pet<sup>n</sup> afores<sup>d</sup> M<sup>rs</sup> Susan Gerard the dēfts Wife being called & appearing in Court, declareth th<sup>t</sup> shee will not uoluntarily & freely acknowledge a fine, unlesse as compelled by the Court as the Pet<sup>r</sup> hath requested in his Pet<sup>n</sup> Whereuppon the Judgm<sup>t</sup> of the Court is th<sup>t</sup> the dēft gyuing Bond to the p<sup>ff</sup> for Twenty Thowsand pownds of Tob. is a sufficient Security for the Third part of Eight hund<sup>d</sup> acres of Land. And after a little space M<sup>rs</sup> Susan Gerard came againe into the Court, & declareth (to end these controuersies) th<sup>t</sup> shee is willing & doth freely of her owne accord acknowledge a fine.

S<sup>t</sup> Maries Command Thomas Gerard & Susan his Wife th<sup>t</sup> they hold Couenant to Luke Gardiner of Canow-neck, Bownding w<sup>th</sup> Two marked Trees standing uppon the Two heads of the Branches