

Whereuppon the s<sup>d</sup> M<sup>r</sup> Lloyd willeth the p<sup>if</sup> to proue what is alleaged in his Pet<sup>n</sup>. To whom the p<sup>if</sup> sayth th<sup>t</sup> hee hath shewed by his testimonies read in Court th<sup>t</sup> the dēft was to deliuer him a mayd seruant sownd & in p<sup>e</sup>fect health, according to th<sup>t</sup> later Condi<sup>c</sup>ōn made w<sup>th</sup> the dēft, he hauing made paym<sup>t</sup> of the whole summe of Tob agreed uppon, w<sup>ch</sup> is not unknowne euen unto M<sup>r</sup> Lloyd himselfe, as he uerily supposeth & beleiueth.

Liber  
P. C. R.

And M<sup>r</sup> Lloyd acknowledgeth th<sup>t</sup> there was a Collaterall contract or bargaine made between the p<sup>if</sup>, & the dēft, & signed, concerning this mayd seruant, w<sup>ch</sup> was cancelled & deliuered in unto the dēft by the p<sup>if</sup>, & thereuppon the dēft ought not, to be molested, as concerning th<sup>t</sup> contract. It appearing to the Court, That att the first bargaine or agreem<sup>t</sup> for th<sup>t</sup> seruant there was noe doubt of her health, But, because p<sup>e</sup>nt deliuey was not made, there might bee some doubt thereof: otherwise th<sup>t</sup> Collaterall bargaine had not bene (ffor the seruant to be deliuered sownd & in perfect health as afores<sup>d</sup>)

Whereuppon the Judgm<sup>t</sup> of the Court is, That seing the dēft did contract or make such Condi<sup>c</sup>ōn, as is proued, w<sup>th</sup> the p<sup>if</sup>, that hee ought to haue performed his s<sup>d</sup> condi<sup>c</sup>ōn & contract w<sup>th</sup> the p<sup>if</sup>, w<sup>ch</sup> he hath not.

It is therefore Ordered th<sup>t</sup> the dēft pay or deliuer unto the p<sup>if</sup> a woman seruant for fowre yeares, & satisfy or pay the Charges of this suite incurred this Court only, & noe further.

This Cause being respited the last Prou; Court & the dēfts Attorney alleging, th<sup>t</sup> he supposed th<sup>t</sup> the p<sup>if</sup> had w<sup>th</sup> drawn his accōn, because the p<sup>if</sup>, nor his Attorney was not att th<sup>t</sup> Court, And it being shewen unto the Court, th<sup>t</sup> the p<sup>if</sup> himselfe could not bee att Court, by reason of the year's (?) ffrost: & his Attorney was imployed about his L<sup>ps</sup> & the Country affayres; neyther did the dēfts Attorney motion to haue this Cause determined. It is therefore Respited till the next Prouinciall Court.

Coll.  
Nathan:  
Vtie v.  
Peter  
Sharpe

To the Pet<sup>n</sup> of the p<sup>if</sup> in this Cause, & Respite the last Court; The dēft not being personally present att th<sup>t</sup> Court, but by his Attorney, Sayth, That he knoweth not what is become of the Condi<sup>c</sup>ōn gyuen to Thomas Gregory, Yett he acknowledgeth th<sup>t</sup> he passed a Condi<sup>c</sup>ōn unto the s<sup>d</sup> Gregory for seauen yeares, for a small parcell of grownd adioyning to his plantaōn, or cleared ground.

Capt Tho:  
Cornewaleys  
v. Michaël  
Baysey

Vid. fol. 178

The p<sup>if</sup> sayth th<sup>t</sup> he understands th<sup>t</sup> the Condi<sup>c</sup>ōn was for nine yeares, & th<sup>t</sup> the dēft forced, in a manner the s<sup>d</sup> Gregories Wife, after her husbands decease to leaue her howse builded on th<sup>t</sup> grownd, & goe of her plantaōn allso, and further th<sup>t</sup> the p<sup>if</sup> hath euer since made use of th<sup>t</sup> grownd & howsing, & to th<sup>t</sup> effect produceth these Testimonies.