

Liber of Tob. & cask, But yo<sup>r</sup> Pet<sup>rs</sup> cannot evidence the truth of their case,  
 P. C. R. att common Law, because the s<sup>d</sup> Lands engagem<sup>t</sup> is since casually  
 lost, Yo<sup>r</sup> Pet<sup>rs</sup> therefore pray th<sup>t</sup> the s<sup>d</sup> Philip Land may be compelled  
 to sett forth the truth of all the premises uppon oath; th<sup>t</sup> soe yo<sup>r</sup> Pet<sup>rs</sup>  
 may by yo<sup>r</sup> Hon<sup>rs</sup> Order haue such releife, as in yo<sup>r</sup> Graces Judgm<sup>ts</sup>  
 shall seeme to bee agreeable, to right, equity & good conscience. And  
 yo<sup>r</sup> Hon<sup>rs</sup> Pet<sup>rs</sup> shall eu<sup>c</sup> pray &c:

Ph: Lands answer.

To the hon<sup>bte</sup> the Gou<sup>e</sup> & Councell of Maryland.

Whereas John Cornelius & Walter Pakes haue preferred a Bill in  
 Chancery agst me Philip Land, concerning 200 Acres of Land sold  
 by mee to the s<sup>d</sup> Cornelius & Pake, I gyuing them a Bill of sale for  
 the s<sup>d</sup> Land, & warranting the sale thereof, agst iust claimes, And  
 moreouer certified them, th<sup>t</sup> M<sup>r</sup> Lewger would giue them the  
 Certificate of the Bownds of the s<sup>d</sup> 200 Acres; w<sup>ch</sup> M<sup>r</sup> Lewger told  
 mee, hee had promised to them, But they pretended there was noe  
 Land to be fownd till now as I know of, And now I haue prouided  
 the Land according to my Couenant w<sup>th</sup> them, They would (as far  
 as I conceiue) not pay the Tob. notw<sup>th</sup>standing Walter Pake did  
 promise Cap<sup>t</sup> John Barriffe paym<sup>t</sup> of the s<sup>d</sup> Bill att Patux<sup>t</sup> & Cap<sup>t</sup>  
 Barriffe accepted of it, in Leiw of a Bill hee had of mine, w<sup>ch</sup> he  
 brought out of Virginia. And this is in answeere to the Bill in  
 Chancery, w<sup>ch</sup> is nothing but the Truth, as neare as I can rememb<sup>r</sup>  
 to the w<sup>ch</sup> I will be ready to make Oath.

Phillip Land.

I desyre th<sup>t</sup> they who were att the bargaine making may be sworne  
 & M<sup>r</sup> John Lewger.

p. 41 Uppon the Bill exhibited in Chancery by John Cornelius & Walter  
 Pake agst Philip Land. James Veitch sworne in open Court, sayth,  
 That M<sup>r</sup> Land sold 200 Acres of Land to the exhibitors, & was by  
 condicōn (w<sup>ch</sup> this Dep<sup>t</sup> drew) to procure & giue them a Patt<sup>t</sup> when  
 Patt<sup>ts</sup> were to be graunted, & to deliuer them posses<sup>n</sup> of the s<sup>d</sup> 200  
 Acres of Land in the winter following, And the Court finding That  
 the Deliuery of the Land, was not made by Philip Land, as was  
 requyred, as Cap<sup>t</sup> Will<sup>m</sup> Euans testified uppon Oath deliuered in  
 Court, It is Ordered th<sup>t</sup> th<sup>e</sup> Exhibitors haue their Bill returned, &  
 gyuen up to them w<sup>th</sup>out further trouble, And because the Bill was  
 not in M<sup>r</sup> Lands hands but by Assign<sup>ts</sup> made ouer to M<sup>r</sup> Symon  
 Ouerzee. It is further Ordered That the Bill being gyuen up to the  
 Exhibitors by Order afores<sup>d</sup>, That Philip Land pay to M<sup>r</sup> Symon  
 Ouerzee Two Thowsand pownds of Tob. to whom the Bill was  
 assigned, & had the s<sup>d</sup> Bill in posses<sup>n</sup> w<sup>th</sup> Costs of suite to the  
 Exhibitors.

Land v. Marshall Uppon the demand of Philip Land pff, agst Will<sup>m</sup> Marshall dēft  
 in an accōn of the case for 2000<sup>t</sup> Tob. The pff not being able to proue