

Liber P C Generall Warranty which when the Comp.^{lt} should Receive he was to pay either Soe much land att the Ridge which he was in tryall for with M.^r White or part of the Governours Mannor or else paj Two Thousand pounds of Tobacco for everij one hundred Acres or part land But if he the said Nathaniell should att his Returne Refuse to assure the Same promises and keep them himselfe then the Def.^t Thomas agreed to make satisfaction to the Comp.^{lt} for his Disbursements in Seating and Cleering and on which the Comp.^{lt} Relyeing did not reduce the Articles into writing but tooke a noate or letter from the Defend.^t Thomas to the Said Nathaniell to the effect aforesaid whereupon the Comp.^{lt} was put into Possession by the Said Def.^t Thomas and was att great Charge in building Cleering and Removing Cattle and Servants thither But that the said Nathaniell Arriveing and being made acquainted w.th the bargain aforesaid approved thereof and Seemed willing to Accept of Tenn Thousand pounds of Tobacco att Two Intire payments to witt Six thousand pounds of Tobacco in the yeare one thousand Six hundred & Seaventy, and four thousand pounds of Tobacco the yeare following towards part of the Purchase and for the Remainder in full to Accept of five hundred Acres of Land att the Ridge part of his Lordspps the Right honn.^{rb}le the Lord Proprietary his Mannor there all which was freindly Accorded to and the Comp.^{lt} was willing to haue performed Soe as he might have had the Premisses assured to him with Generall Warranty the said Pet.^r further alleading that this cause the then last court came to be heard and a decree past for the Comp.^{lt} but the Def.^t Thomas humbly Conceived and was advised that his Said Brother Nathaniell being dead before the hearing of the cause his heyr or Execut.^r ought to have been made a partie to the Bill for that by the Comp.^{lts} owne shewing in and by his said Bill the first Communication or agreement between the Def.^t Thomas and the Comp.^{lt} who had the Election was Compleat finished and Ended upon the Arriveall of his said Brother Nathaniell and the Comp.^{lts} agreement with him above Specified not haveing been any Conveyance att all ever tendred to the said Nathaniell to be Executed in his life time of the Premises to the Comp.^{lt} &^c with or without Generall Warranty or otherwise howsoever and the said Nathaniell being then dead his heyre or Executor ought to Execute a Conveyance according to agreement and not thus heavily oppresse the Def.^t Thomas who was not either to have profitt or losse by either Agreement And he Conceived itt would have much more to the Comp.^{lts} Credit & Equitable dealing to have Continued the possession of the Premisses had he been Refused an assurance thereof according to agreement and to have Exhibitted his bill into this Court against the other Def.^t Nathaneill to Enforce an Execution thereof then voluntarily quitt the Possession of the Premisses because he Conceived them too deere in hopes to bring this vexatious Suit And he further