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aforesaid they not onely denyed and refused to pay or doe the Same but had turned the Comp.<sup>lt</sup> out of the possession of the said Lands & premises soe built on & cleered as aforesaid & had lett the Same to one James Nathall who was then in Possession thereof contrary to Equity and good Conscience therefore and for that the Comp.<sup>lt</sup> had noe wayes or means att and by the Comon Law to enforce a performance of the said agreement or to recover Satisfaction for the great Charges & disbursements by the Comp.<sup>lt</sup> Expended in and about the Premisses and other his Damages by him Susteyned by reason of the non performance of the said agreement and Contract aforesaid for that the Said Thomas and Nathaniell by their farie promisses and Perswasions aforesaid had borne the Comp.<sup>lt</sup> Soe long in hand that he might att the Comon Law be Barred by the Statute of Limitations Therefore to be releived against that barr of the Said Statute and in all other the Premisses and that the Said Defend.<sup>ts</sup> might answer the premises and Sett forth the Particular agreements Contracts premisses meetings transactions & matter aforesaid and whether the said Thomas as attorney of Nathaniell did not agree to sell the premises to the Comp.<sup>lt</sup> as aforesaid and att the Rate aforesaid and was to procure such Conveyance w.<sup>th</sup> generall Warranty as aforesaid and that they might be Compelled by the order and Decree of this Court either to make a Sufficient Conveyance and assurance of the said Land to the Comp.<sup>lt</sup> with General Warrantij as aforesaid & alsoe pay unto the Comp.<sup>lt</sup> what Damages and losse he had Sustained by the non performance of the Said agreement or else pay unto the Comp.<sup>lt</sup> all such Charges and disbursements as he had been att and laid out in and upon the Premisses with his Damages for not performing the Said agreement as aforesaid was the Effect of the Comp.<sup>lt</sup>s Suite but it being alleadged by the Defend.<sup>ts</sup> Attorneij that Nath.<sup>ll</sup> Trueman one of the Defend.<sup>ts</sup> Since the comencement of this suite was dead and that he had by his will devised his Lands to Infants who were noe partyes to this suite and without makeing them parties this Court as to the Land could not proceed to Judgment whereupon the Comp.<sup>lt</sup>s attorney alleadged that this cause had been long ready for a hearing and the Def.<sup>t</sup> Nathaniell in his life tyme had been served with proces to heare Judgment and this cause had before his death Received a finall determination if by this Court the cause had not been putt of and that the said Defend.<sup>t</sup> Thomas was the principall Defend.<sup>t</sup> against whom the Comp.<sup>lt</sup> Sought releife for his Damages in case the said Land were not Conveyed to him as aforesaid and that as against the said Defend.<sup>t</sup> Thomas they might proceed to hearing this Court thereupon proceed to the reading of the Defend.<sup>ts</sup> answers and the Said Defend.<sup>t</sup> Thomas Trueman by answer Said that in the moneth of November one thousand Six hundred Sixty Seven (the other

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