

Land unto the Comp.<sup>lt</sup> in fee Simple And Thereupon this Defend.<sup>t</sup> went with the other persons in the Bill named and viewed a peice of Land which this Defend.<sup>t</sup> did not take nor approve of for that the Land was not worth Two Thousand pounds of Tobacco p hundred Acres nor would Abraham Birkhead or any other person have given soe much for itt nor was the title thereof Cleere in the Comp.<sup>lt</sup> the Same being vested in the Right Honourable the Lord Proprietary as part of the Mannor of the Ridge nor did the Comp.<sup>lt</sup> shew the Defend.<sup>t</sup> any Speciall Warrant from his Excelencij nor did the Defend.<sup>t</sup> knowe or ever heare of any land the Comp.<sup>lt</sup> ever had upon the Ridge or belonging to the Ridge Mannor or of any Suite or tryall he ever had or brought against M.<sup>r</sup> White for anij land there or else where or whether or no the said five hundred Acres of Land was Surveyed or the reason whij the same was not soe surveyed nor did he or the other Defend.<sup>t</sup> to his knowledge bear him in hand by any faire promises to debarr him of any action at Law but beleived and hoped to prove if the Comp.<sup>lt</sup> would haue performed his said Bargain and agreement on his part that the other Defend.<sup>t</sup> Nathaniell was always ready and willing to have Conveyed and assured the premises to the Comp.<sup>lt</sup> according to the said Agreement but the Comp.<sup>lt</sup> haveing Continued the possession of the Premisses for the terme of four yeares without paying any thing for the same to the Defend.<sup>t</sup> and not haveing paid or Secured the Said Purchase consideration or any part thereof or ever tendered any Conveyance of the Premisses to be Executed by the other Defend.<sup>t</sup> as he beleived and was informed by him voluntarily quitted and left the possession of the Premisses and was not turned out by the Defend.<sup>ts</sup> or any other by their order or privity And thereupon the other Defend.<sup>t</sup> lett the Same to James Nuttall And the Defend.<sup>t</sup> denied the said Land Lyed within the manors of Calverton or Zachayah or either of them or that thereupon or by this Defend.<sup>ts</sup> perswasion the other def.<sup>t</sup> refused to give the Comp.<sup>lt</sup> generall Warranty or that Generall Warranty was to be given by the agreement aforesaid touching the said sale or Exchange or other or further then such Warrantij as is knitt by Lawe to every Exchange and denied alsoe that by the Agreement aforesaid the said Purchase Consideration was not to be payd or Secured untill the Said Defend.<sup>t</sup> Natha.<sup>ll</sup> had Executed such deed of bargain and Sale as the Comp.<sup>lt</sup> by his said Bill did Suggest and he Conceived the Comp.<sup>lt</sup> had noe cause to molest this Defend.<sup>t</sup> w.<sup>th</sup> this vexatious Suite after the end of Seven yeares to have the Said bare paroll agreement Executed or Satisfaction for his pretended disbursments when noe earnest or any part of the Purchase Consideration paid or secured to the Defend.<sup>ts</sup> knowledge, and the said other Defend.<sup>t</sup> being really damnified for want of the Said Purchase Consideration the sum of tenn Thousand pounds of Tobacco and

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