

Liber P C upwards as he verily beleaved and the Said other def.^t Nathaniell by his answer did Sett forth that he was Seized in fee of the premisses and that att his going for England he had noe intention to sell the Same nor had any Communication with the Comp.^{lt} about the Same, but att his Returne the other defend.^t informed him of the Contract as before in the said other defend.^{ts} answer is Sett forth and the Defend.^t was willing to Confirme the same and Saith in all other things as the Said other Defend.^t hath before Sett forth and Expressed, And further that he did not know what Charges the Comp.^{lt} had been att in cleering and building upon the premisses nor did he ever shew him any noate thereof but the Defend.^t beleived and hoped to prove to this Court that he had satisfied and Reimbursed himselfe all such Charges as he had laid out thereupon by preception of the profitts of the Premisses for the said terme of four yeares with an over plus or might have soe done and Enjoyed the Benefitt of the said Bargain had itt not been through his own willfull default and that he was really damnified for want of the said Purchase Consideration tenn Thousand pounds of Tobacco and upwards and itt being alleadged by the Comp.^{ts} Attorneys that itt appeared by the said Defend.^t Thomas Trumans letter or writeing under his hand as aforesaid which was by the Defend.^t in his answer Confessed to have been by him given to the said Comp.^{lt} and now read in Court that the said Thomas Truman thereby did agree promise that his said Brother the said Nathaniell should make and give to the Said Comp.^{lt} a good Sale of the premises, or else that the said Thomas Did bind himselfe his heyres Executors & Administrators firmly by those presents to make full Satisfaction to the Said Comp.^{lt} for all his Charge and trouble he hath been att in Seating of the Said land and that the best way of giveing Sufficient assureances of Land is to give Generall Warranty as in this Case was required and which the said Comp.^{ts} attorneyes urged was necessary to be given Since there was not onely a report that the said Land was within mij Lords Manner but that it was made appeare there was one bound tree found upon the said Land which was the Reason that the Comp.^{lt} demanded a deed with a Generall Warrantij, and upon makeing Such Deed he tendered part of his purchase Consideration and was readij to have given Security for the Remainder which was Refused to be Made or Received and that therefore the Comp.^{lt} ought to be reimbursed his Damages and Charges aforesaid according to the said Defend.^t Thomas his agreement aforesaid But the said Defend.^{ts} attorney alleadging that by the said agreement the said Nathaniell was not to give Generall Warranty but such Conveyance as was then usual in this Countreij and the said Land was then and Still is cleer of his Lordps Mannor and that he is already Reimbursed what he layd out by preception of profitts this Court thereupon and upon Reading the said Letter or writeing of the said Thomas