

able to pay the said seven thousand One hundred sixty seven pounds tobacco & importuning the Defend.^t to forbear him a little longer the Defend.^t was Content upon his promise to make good pay the next yeare and to pay the Costs of suite which Came to foure hundred seventy five pounds tobacco to surcease the suite. And that thereupon the Comp.^{lt} did forthwith by his bill bearing date the Eighteenth day of Octob^r in the yeare of our Lord God One thousand six hundred seaventy and three became bound to the Defend.^t in y^e sume of Seven thousand six hundred forty two pounds of tobacco And that the Comp.^{lt} hath paid thereof to the Defend.^t Three thousand five hundred and sixteen pounds of tobacco & no more And the Defend.^t further said that the Comp.^{lt} did perswade him to Patten for him the Comp.^{lt} the said Land which was formerly taken upp and was agreed to be sold to the Comp.^{lt} as aforesaid And that was only intended by the writeing aforesaid that the Defend.^t should only sell all his Right and Title to the said Land and premisses with warranty only against the Defend.^t and his heyres and Clayming by from or under him And that the Defend.^t did never pretend that he had sufficient right to sell the same And that he knew not that the same belonged to the heyres of Letchworth or that the Defend.^t even aymed att any fraud to deceive the Comp.^{lt} or had even medled with the Land if not att the Comp.^{lt}s request And Confessed that the Comp.^{lt} in or about the Month of December One thousand six hundred seventy six Came to the Defendants house att Petuxent and told him that if he would take One thousand five hundred pounds of tobacco in full satisfacōn of the said Bill he would pay itt to him and no more And that he allwayes was and still is ready and hath made sealed and delivered allready for the use of the Comp.^{lt} a
 p. 137
 Conveyance of the said land and all his right and Title to the same with warranty only against himselfe & all Clayming by from or Under him and noe otherwise according to the said agreem.^t betweene the Comp.^{lt} and Defend.^t And that the Comp.^{lt} Undertooke to runn the hazzard of the Title if the Defend.^t would sell to him the said land, And soe with the Generall Traverse he Concluded his Answer, to which answer of the said Defend.^t the Comp.^{lt} replied And the said Cause standing att issue ready for a hearing And upon reading of the said bill and Answer and the severall deposiōns taken in this cause and all other proofes and papers touching the same itt did sufficiently appeare and the whole Court were fully Satisfied that the said John Abington had noe Right nor Title in Law to the aforesaid Tract of Land And itt being Sufficiently proved to the Court here that the said John Abington did assume upon himselfe and faithfully promised the Comp.^{lt} that if the said Comp.^{lt} would stand Tryall with the heyres of Thomas Letchworth deceased for the Tryall of the Title of the said Land and Should thereupon be Ejected that then he the said John Abington would repay unto