

Liber B desired this peti^r th^t th^e said Iliue might not be molested in th^e Finishinge of his Cropp th^t he had planted th^t yeare upon th^e planta^{con} afore s^d, w^{ch} you^r Peti^r did willingly agree unto: But soe it was th^t th^e sd Iliue at oct. Court in th^e yeare afore s^d Commenced a suite of Law Against th^e afores^d Brookes For his unjust molesta^{con} of th^e s^d Iliue upon th^e sd Planta^{con} p^rtending A Right, & Title there unto w^{ch} th^e sd Brookes through his obstinance, or willfullnesse, or dislike to th^e then p^rsent Gouvernm^t in hopes & Expecta^{con} of A sudaine altera^{con} there of, or for what other Causes or reasons I Know not, But th^e sd Brookes would not make any defence, or play against th^e s^d Iliue by w^{ch} meanes th^e sd Iliue obtained an order From th^e sd Court, to recouer his damages of any th^t had molested him in his p^rtended title to th^e sd Land w^{ch} this pet^r beinge p^rsent at th^e said Court exhibited a Bill of sale th^t he had of th^e s^d Brooks For th^e afores^d Land, w^{ch} th^e said Brookes did not disowne But did Freely Acknowledge th^e same, And did declar That he did not thereby uniu^stly molest th^e sd Iliue & Further the sd Iliue prosicuted this pet^r in th^e Action or suite afores^d at th^e next Court holden For Kent where yo^r pet^r was Cast in th^e sd Action By w^{ch} yo^r pet^r was Dis-
[fol. 38] posest of his plant & ordred to pay th^e Charge of th^e forsd suite w^{ch} did Amount unto 747^{lb} of To^b & Caske, And notwthstandinge all th^e aforesd pceedings, yo^r pet^r is able to proue, th^t th^e sd Iliue had noe other Just Title unto th^e aforesd Land, But mayd use thereof only by p^mition of th^e sd Brookes, & Rent payd by th^e said Iliue unto th^e sd Brookes for th^e sd Land, for one yeare According to Agreem^t, By w^{ch} pceedinge It appeares th^t th^e sd Iliue by his p^rtended Title & his Illegall pceedings, hath most uniu^stly molcsted & disposcest yo^r pet^r of his Just Right & Intrest to th^e s^d Land, And that likewise m^r Tho: South who hath bought th^e p^rtended title of th^e sd Iliue, or any other th^t are now posest of th^e s^d Land ware not unacquinted with th^e damage & great sufferings of yo^r pet^r & his Just title unto th^e said land, doe not onely Keepe Poses^{con} thereof and haue mayd use of the same for their profit & Aduantage frō th^e 25th of Aprill 1655, wthout any Considera^{con} or Composi^{con}, mayd wth yo^r pet^r But haue on th^e Contrary used all wayes & menes, most Illegally and uniu^stly to Circumuent & Defeate yo^r pet^r For euer of his Just clame & Title there unto, And as yo^r pet^r doth humbly Conceiue, may be found Contrary & repugnant to Law in such Cases p^{vi}ded, For th^e now possessers of th^e sd Land, Knowing It to bee suffitiently proued, th^t th^e forsd p^rtended Title of th^e sd Iliue to bee of noe vallue, haue Applied th^m selues, And pswaded th^e said Brookes to purchase from him if possible they might some better title, although they knew & ware Acquinted wth th^e afores^d Bargaine & sale, th^t th^e said Brookes mayd of th^e s^d Land, unto yo^r pet^r yet haue they p^rvailed wth th^e s^d Brookes to make a second sale thereof unto them, as will Appare by A deed of sale th^t hath beene priuately Entred