

required would signe seale & deliuer the said seauen seuerall bills for the said Fiue thowsand pounds of tobacco and Caske yearely rent payable to the said Thomas Gerrard in manner & forme aforesaid and allsoe to signe seale and deliuer to the said Thomas Gerrard a Counterpart of a lease to be made by the said Gerrard to him the s^d Boreman conteyning all and euery the said Couenants and Reseruacions as is abouesaid when thereunto Required, Into which tract of land the s^d Boreman hath Entred & taken the proffitts thereof notwithstanding w^{ch} the said Boreman his promise not regarding but intending deceitfully to defraud the said Gerrard the said Counterpart of the said lease and the said seauen seuerall bills for the said seauen seuerall respectiue yeares rent of Fiue thowsand pounds of tobaccoe & Caske hath refused to signe seale & deliuer Contrary to his promise & doth still refuse, to the damage of the said Thomas Gerrard Twenty Thowsand pounds of tobaccoe & Caske whereupon he bringeth his suite, And prayeth Ord^r ags^t the said Boreman either to performe his said promise or to satisfye his damage by breach of the s^d promise susteyned

Liber FF

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Thomas Gerrard p^lt } The def^t alleadgeth (by his Attorney Wil-
William Boreman def^t } liam Caluert Esq^r) that the declaracion (aboue
written) was to him deliuered wth seuerall blancks therein, for the
dates of some dayes, therefore pleads an uncertainty therein

put to the uote wether sufficient to pass or not (Voted Good)
it not touching th^e materiall part

The def^t desires a reference till next Court not being provided wth an answere looking upon the uncertainty of the said declaracion Which by the Board would not be allowed that being not cause enough shewne for it. The def^t then puts in his answere (uizt) That he did not assume in manner & forme as in the declaracion is alleadg'd

The p^lt : produc'd his witnesses for proue (uizt)

Rob^t Slye aged 38 yeares or thereabouts saith that sometime in July last being in Company wth Thomas Gerrard Esq^r and Cap^t william Boreman did heare the said partyes make a firme and possitiue agreement for Westwood Manno^r house the Orchard and part of the land to the said manno^r belonging together wth all Edifices buildings pastures proffitts priuiledges w^{soeuer} to the Manno^r belonging, as allsoe for all such Cattle & Swine as were att that time belonging to the said Thomas Gerrard upon the said Manno^r, and att the same time Cap^t Boreman was put by the said Gerrard in quiet & peceable possession of the said land that he had hired upon th^t Manno^r the which tract wth all other the bargained p^rmisses, hee was to haue and to hold to himselfe his heires Executors Administrato^rs and Assignes from the 25th day of Decemb^r 1664 untill the full end of seauen yeares thence next Ensueing during w^{ch} terme Cap^t Boreman

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