

Liber FF was to make use of any timber necessary either for building fencing or Caske to be used or imployed on the said land, who was allsoe to make or cause to be made all manno<sup>r</sup> of Reparacōns of such Buildings and fences as then were or should be erected or made on the p<sup>r</sup>misses during the said terme and the same was to doe at his owne proper Cost and Charge, and att th<sup>e</sup> end of the seauen yeares was to leaue the same in good and tenantable reparacōn hee was yearely allsoe att seasonable times to plant soe many ap<sup>l</sup>e and peare trees as would be sufficient to fill up the Orchard allready planted, hee was allsoe to trimm and Cleare th<sup>e</sup> Orchard from all brush and underwood as there was Occasione, and the trees he planted were there to remaine to the onely proper Use of the said Thomas Gerrard and his heires for Euer, who was to defend the s<sup>d</sup> p<sup>r</sup>misses and warrant the same to Cap<sup>t</sup> Boreman his heires Executo<sup>rs</sup> Administrato<sup>rs</sup> and Assignes ags<sup>t</sup> all persons pretending any title thereunto during the said terme, in Consideracōn whereof Cap<sup>t</sup> Boreman was to allow unto the said Gerrard yearely 5000<sup>lb</sup> tob: & Caske and 100 gallons of Cider euery of those yeares that he made 1100 gallons as aboute out of the said Orchard for performance whereof Cap<sup>t</sup> Boreman was to passe to the said Thomas Gerrard seauen specialtyes for the yearely payment of the said tobacco Caske & Cider to him his heires Executors Administrato<sup>rs</sup> or Assignes and the said Gerrard was allsoe to signe seale and deliuer to Cap<sup>t</sup> Boreman a lease for the s<sup>d</sup> land the which the said partyes Concluded should bee Effectually done att the then next Prouinciall Co<sup>rt</sup> that was to be held att S<sup>t</sup> Marys, And they desired mr Benjamin Rozer in the interim to draw both the lease and specialtyes to the end that the same might att the time appointed be signed and the agreem<sup>t</sup> fully Confirmed according to the tenor thereof

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being askt (that the lease specifying swine & Cattle) if he knew what quantity answered he knew not and further saith not sworne in open Court Philip Caluert

William Barton sworne in open Court, and askt did yo<sup>w</sup> see the Bill of sale passe from mr Gerrard to Cap<sup>t</sup> Boreman Answered not but onely a uerball agreem<sup>t</sup> and further saith not

Benjamin Rozer sworne in open Court saith

That it being soe long since he could not remember all Circumstances, being askt doe yo<sup>w</sup> remember of such a Bargaine made betweene Gerrard and Boreman, he said he had Order to draw a Couple of Leases & he did giue a full draught to Cap<sup>t</sup> Boreman and he went with to that tree upon w<sup>ch</sup> the Barke was Chopt off, and Boreman did agree to take the same of Gerrard and the s<sup>d</sup> leases was drawne according to direcōns and was read ouer to them before signed or sealed, the number of Cattle or Swine, but all that was upon the plantaōn, but to the Cider exprest in the declaracōn he cannot say wether they were fully agreed upon it or noe, but it was

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