

till the four years be Expired and what houses is to be repaired or built upon the Said Plantation in the Said terme of time the Said William is to finde Carpenters neiles and Dyett and the Said Joseph is to find tendance for the workmen and that the Said William gives the Said Joseph Priveledge to raise for himselfe a Small parcell of hoggs not Exceeding Eight to be raised with his the Said Josephs own Corne the Said William to allow the Said Joseph one Cows Millke a year and to allow every hand he putts upon the Said Plantation three barrells of Indian Corne and one hundred weight of meat a year and what Milk the Said William can afford to the true performance whereof Each person did obliedg Themselves to Each other in the Some of one thousand pounds of Tobacco to be paid to Either of them that Shall breake any of the articles above named as by the Said wrighting more Fully appeareth and the Said Joseph Saith that although he was allways ready and Still is to performe and fullfill all and Every the Covenants in the Said Wrighting Mentioned on his Part to be fullfilled and Kept in fact Saith that the Said William hath not Fullfilled or performed any of the Covenants articles or agreements in the Said wrighting mentioned which on his Part he ought to have Fullfilled and performed nor Paid the thousand lbs. of Tobacco but the Same to doe and performe did denye and Still doth denye whereupon the Said Joseph Saith he is the worse and hath damage to the value of two thousand pounds of Tobacco and thereof he brings this Suite etc.

William Bladen. Pledges etc. John Doe, Richard Roe. pledges.

And the Said William Groome by William Stone his Attorney cometh and Defendeth the force and Injury when etc. and prayeth lycence thereof to imparle here untill the next Court and itt is Granted unto him the Same Day is given to the plantive Likewise etc.

At which Said Court to witt the 22 day of November came the Said Joseph Addison by his Attorney afforesaid and prayeth that the Said William Groome to his Declaration aforesaid may answer.

And the Said William Groome by William Stone his Attorney cometh and Defendeth the force and Injury when etc. and Saith nothing in Barr of the Said Action of the Said Joseph Addison wherely the Said Joseph Addison remaineth against the Said William Groome without defence by reason of which the Said Joseph Addison his Damages against the Said William Groome by Occation of the Premises ought to recover but because it is unknowne what Damages the Said Joseph Addison hath Susteined by Occation of the Premises it is commanded the Sheriff that by the oath of twelve good and Lawfull men of his Bailewick hee diligently inquire what Damages the Said Joseph Addison hath Susteined as well by Occation of the premises in the Breach of the Covenant aforesaid as for his Cost and Charges by him about his Suite in this behalfe Layd out and Expended, And the Sheriffe that is to Say Mr. Thomas Greenfeild now returneth a Certaine inquisition before him taken in the County afforesaid as (Viz.)

Mr. James Stoddart, Foreman, Archibald Edmundson, Joshua Hall, Phillip Lewin, John Robenson, Thomas James, Bartholomew Goff, John Henry, Charles Wallker, Henry Cullver, John Deakins, Robert Robertson.

Who to Speake the truth Concerning the Premises being Elected tryed and sworne doe Say that besides his Cost and Charges about his Suite in this behalf Expended thay finde for the Plantif Sixteen Hundred pounds of Tobacco.

Therefore it is Considered that the Said Joseph Addison recover against the Said William Groome his Damages by Occation of the Breach of Covenants to Sixteen Hundred pounds of Tobacco by the Jurors afforesaid in forme afforesaid