

443 to his own use so much of the Money raised or to be raised by the
Sale or Produce of the said Effects together with the Interest as shall
become due (if any) on the Principal allotted to the said George
Plater from the date hereof untill his said Debt shall be fully
paid and Satisfied AND as Touching the Costs and Charges
of the said Suits I Adjudge it Reasonable and so direct that
whatev^r Lands or other Effects shall remain in the hands of the
said George Plater after Satisfaction of the said Two Debts by
the Tobacco Lands and Money as aforesaid then the said George Plater
shall dispose of or Retain (if he thinks fit) such surplus
Land or Effects and with the value or Produce thereof pay and
Discharge the several Costs and Charges and if such surplus
should not be sufficient for that Purpose then the remaining
Costs and Charges unsatisfied shall be defrayed equally by the
said George Plater and Benedict Cabot But it is hereby
further Thought Reasonable by me that if any Loss or Charges
should happen either to the said George Plater or Benedict
Cabot either by the Eviction of any of the Lands aforesaid or In-
solveny or other Loss of the Debts or Effects such damage or
Loss shall be born by each Party in proportion to their aforesaid
Respective Debts In Witness whereof I have hereunto set
my hand and Seal this Ninth day of June 1740

Signed and Sealed in the Business of *Edm: Jennings*
J^r Brien

We the Subscribers George Plater Benedict Cabot Anonio
Razolini do hereby Declare and signify our several and
Respective Agreements Consents and Acquiescence in and to
the above Determination of the aforesaid Edm: Jennings Witness our
hands and Seals this Ninth Day of June 1740

Witness *J^r Brien*

Geo Plater Seal
Bened. Cabot Seal
Anonio Razolini Seal

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Recorded June 9th 1740