

Communication being the said Compt<sup>t</sup> and the said Defendants touching the  
 Compt<sup>t</sup> Purchase thereof he the said Nathaniell att his Departure —  
 left the said Def<sup>t</sup> Thomas his attorney & left him full power to sell the —  
 premises to the Compt<sup>t</sup> promising at his Returne to Ratified and Conferme what —  
 his said Brother should act or do in Relation to the Sale thereof, and to give —  
 the Compt<sup>t</sup> if he should agree to buy the same such Legall Deed or Conveyance —  
 of the Premises as might surely Estate the same to him the Compt<sup>t</sup> his heires & —  
 assignes for ever whereupon after the said Nathaniell departed out of this —  
 Province as aforesaid and after severall meetings had about the said Purchase —  
 it was att last concluded and agreed upon by and between the said Compt<sup>t</sup> and —  
 the said Thomas Freeman attorney of the said Nathaniell in manner —  
 following that the Compt<sup>t</sup> should enter into and Seale upon the said one Thousand —  
 acres of land and the said Thomas was to procure from his said Brother —  
 a firm and Legall Deed of Bargain and Sale of the said lands and premises —  
 discharged of all Incumbrances whatsoever from any person whatsoever = —  
 with a Generall Warrantij which when the Compt<sup>t</sup> Should Receive such Deed = —  
 so Exacted he the Compt<sup>t</sup> in Consideration thereof was to pay unto the said = —  
 Nathaniell Freeman or his order either so much land att the Ridge which he —  
 was in tryall for with Mr. White or part of the Gouvernour marmor ordred —  
 to pay Two Thousand pounds of Tobacco for every one hundred Acre or part —  
 Tobacco and part land att his choice but if the said Nathaniell should att his —  
 Returne into this Province refuse to make such Deed and Sufficient Sale & —  
 Conveyance of the said land as aforesaid and keep the said land himself then —  
 the said Thomas Freeman did for himself his heires executors Administrato<sup>r</sup> —  
 Covenant & agree to make full Satisfaction to the Compt<sup>t</sup> for all his Charge and —  
 trouble that he had been att or should then after be att in the Seating clearing —  
 and building upon the premises and the Compt<sup>t</sup> reposing great trust & —  
 confidence in the said Thomas his old friend and acquaintance and not doubting —  
 but that the said Thomas and Nathaniell would haue performed the said = —  
 agreement and either haue made the Compt<sup>t</sup> a sufficient and Legall Estate of —  
 Inheritance of the Premisses or repaid the Compt<sup>t</sup> what Charge he should be att —  
 in Seating building and clearing the premises with other necessary Charge —  
 about the same to the said Compt<sup>t</sup> was negligent and carelesse to haue the —  
 said Agreement & Contract reduced into writing according to the usuall —  
 way of Covenants & Articles of agreement to be in due form of Law sealed —  
 And —