

Have the said land layd out & Surveyed but by reason that they could not presently  
 get a Chapman to whom they might sell the same (and Abraham Birkhead  
 having agreed to buy the same and then Refused) the said five hundred acres  
 of Land was not then Surveyed and the said Nathaniell by the Advice of his  
 Brother Thomas (as the Compt. was Informed) refused not only to medle  
 therewith but to accept of the said ten Thousand pounds of Tobacco or  
 Security for the same or to give the Compt. any legall Conveyance of and  
 for the said one Thousand Acres of Land and the Compt. was very well  
 assured he the said Nathaniell would have Complied with the said Contract  
 and accepted of the said Compt. the said Tobacco and land and made the Compt.  
 sufficient Conveyance of the said land had it not been by the means and persua-  
 sion of the said Thomas, and the reason why the said Thomas did hinder the  
 Doing and executing thereof was (as the Compt. was informed) for that itt  
 was given out and Reported that upon a due Survey of his Lordships  
 manors of Calverton or Zastich the said one Thousand Acres would fall to  
 be within his Lordps said Manors or one of them & therefore they refused  
 to give the Compt. a generall Warranty which the Compt. for the Reasons  
 aforesaid was the more darrest to have and then againe by himselfe and  
 friends did Importune them to make him such firm Estate of the  
 Premises as aforesaid but the Def. understanding what vast Charges and  
 Expenses the Compt. had been att in clearing building and improving the  
 premises and other Charges about the same & the Compt. having shewd  
 them an account of his said Charges & disbursements amounting to the sume  
 of Thirty and four Thousand pounds of Tobacco & upward and demand-  
 ing Satisfaction for the same according to the said Thomas Letter and  
 agreement aforesaid or a sufficient assurance and title to the Premises  
 to be made him as aforesaid they not onely denyed and refused to pay or do  
 the same but had turned the Compt. out of the possession of the said Lands &  
 premises for built on & cleared as aforesaid & had lett the same to one James Nathall  
 who was then in Possession thereof contrary to Equity and good Conscience  
 therefore and for that the Compt. had no wayes or means attend by the  
 Comon Law to enforce a performance of the said agreement or to recover  
 Satisfaction for the great Charges & disbursements by the Compt. expended in and  
 about the Premises and other his Damages by him sustayned by reason of  
 the non performance of the said agreement and Contract aforesaid  
 for that the said Thomas and Nathaniell by their faire promises and  
 Perswasions