

Persuasions aforesaid had bound the Compt^l. So long in hand that
 he might at the Common Law be Barred by the Statute of Limitation,
 Therefore to be relieved against that Bar of the said Statute and in all
 other the Promises and that the said Defend^t. might answer the promises,
 and set forth the Particular agreements, Contracts, promises, meetings,
 transactions & matters aforesaid, and whether the said Thomas as attorney of
 Nathaniel did not agree to sell the promises to the Compt^l. as aforesaid and at
 the Rate aforesaid, and at the ~~Rate~~ aforesaid and was to procure such
 Conveyance wth Generall Warranty as aforesaid, and that they might be
 Compelled by the order and Decree of this Court either to make a sufficient
 Conveyance and assurance of the said Land to the Compt^l. with Generall
 Warranty as aforesaid, & also pay unto the Compt^l. what Damages
 and losse he had sustained by the non performance of the said agreement
 or else pay unto the Compt^l. all such Charges and disbursements as he had been
 at and laid out in and upon the Promise with his Damages for not
 performing the said agreement as aforesaid, was the Effect of the
 Compt^l. Suits but it being alleaged by the Defend^t. Attorney that Nath^l.
 Friedman one of the Defend^t. since the Commencement of this Suits was
 dead and that he had by his will devised his Lands to Infants who were not
 parties to this Suits and without making them parties this Court as to the
 Land could not proceed to Judgment whereupon the Compt^l. attorney alleaged
 that this cause had been long ready for a hearing and the Def^t. Nathaniel in
 his life tyme had been served with process to heard Judgment and this cause
 had before his death Received a small determination if by this Court the cause
 had not been putt off and that the said Defend^t. Thomas was the principall
 Defend^t. against whom the Compt^l. sought redress for his Damages in case
 the said Land were not conveyed to him as aforesaid, and that as against
 the said Defend^t. Thomas they might proceed to hearing this Court thereupon
 proceed to the reading of the Defend^t. answer and the said Defend^t. Thomas
 Friedman by answer said that in the month of November one thousand
 six hundred sixty seven (the other Defend^t. being then in England) the
 Compt^l. Repayred to this Defend^t. who had formerly done him many
 kindnesses) and earnestly importuned him this Defend^t. to accomodate the
 Compt^l. wth a state of Land whereon to employ his servants whereupon
 there hapned betwixen them some Communication concerning the Compt^l.
 purchasing the said one thousand acres and his seating thereupon

And