

Thereupon this Defond^t went with the other persons in the Bill ^{named} mentioned
 and viewed a piece of Land which this Defond^t did not take nor approve of
 for that the Land was not worth Two Thousand pounds of Tobacco ff
 hundred Acres nor would Abraham Birkhead or any other person
 have given so much for it nor was the title thereof Cleere in the Compt^l
 the same being vested in the Right Honourable the Lord Proprietary
 as part of the Mannor of the Ridge nor did the Compt^l shew the Defond^t
 any Speciall Warrant from his Excellency nor did the Defond^t know or
 ever heare of any Land the Compt^l ever had upon the Ridge or belonging to
 the Ridge Mannor or any Suits or tryall he ever had or brought against
 Mr. White for any Land there or else where or whether or no the said five
 hundred Acres of Land was Surveyed or the reason why the same was
 not so Surveyed nor did he or the other Defond^t to his knowledge beare him
 in hand by any faire promise to forbear him of any action at Law but
 beleived and hoped to prove if the Compt^l would have performed his said
 Bargain and agreement on his part that the other Defond^t Nathaniel
 was always ready and willing to have conveyed and assured the
 promise to the Compt^l according to the said Agreement but the Compt^l
 having continued the possession of the promise for the terme of four
 yeares without paying any thing for the same to the Defond^t and not
 having paid or secured the said Purchase consideration or any part
 thereof or ever tendered any Conveyances of the promise to be executed by
 the other Defond^t as he beleived and was informed by him voluntarily
 quitted and left the possession of the promise and was not turned out by the
 Defond^t or any other by their order or privity And thereupon the other
 Defond^t lett the same to James Nuttall And the Defond^t denyed the said
 Land lay within the mannors of Calverton or Zacharyah or either of
 them or that thereupon or by this Defond^t persuasion the other Def^t
 refused to give the Compt^l generall Warrant or that Generall Warrant
 was to be given by the agreement aforesaid touching the said sale or exchange
 or other or further then such Warrant as is knitt by Law to every exchange
 and denyed also that by the Agreement aforesaid the said Purchase
 consideration was not to be paid or secured until the said Defond^t Nath
 had executed such deed of bargain and sale as the Compt^l by his said
 Bill did suggest and he conceived the Compt^l had no cause to molest
 this Defond^t wth this vexatious Suits after the end of seven yeares to
 have the said bare paroll agreement executed or satisfaction for his
 pretended disbursements when no earnest or any part of the Purchase
 consideration