

paid or secured to the Defend^ts knowledge, and the said other Defend^t being really
 damaged for want of the said Purchase Consideration the sum of four thousand
 pounds of Tobacco and upwards as he verily believed and the said other Def^t
 Nathaniell by his answer did sett forth that he was seized in fee of the premises &
 that att his going for England he had no intention to sell the same nor had
 any communication with the Compt^ls about the same, but att his Returne the
 other Defend^t informed him of the Contract as before in the said other Defend^t
 answer is sett forth and the Defend^t was willing to confirme the same and
 saith in all other things as the said other Defend^t hath before sett forth and
 expressed. And further that he did not know what Charges the Compt^ls had been
 att in clearing and building upon the premises nor did he ever shew him any note
 thereof but the Defend^t believed and hoped to prove to this Court that he had satisfied
 and reimbursed himselfe all such Charges as he had laid out thereupon
 by perception of the profits of the Premises for the said terme of four years
 with an overplus or might have sold and enjoyed the Benefit of his said
 Bargain had itt not been through his own willfull default and that he was
 really damaged for want of the said Purchase Consideration four thousand
 pounds of Tobacco and upwards and itt being alleaged by the Compt^ls Attorneys
 that itt appeared by the said Defend^t Thomas Truman, letter or writing under
 his hand as aforesaid which was by the Defend^t in his answer confessed to have
 been by him given to the said Compt^ls and now read in Court that the said
 Thomas Truman thereby did agree promise that his said Brother the said
 Nathaniell should make and give to the said Compt^ls a good Sale of the
 premises, or else that the said Thomas did bind himselfe his heires
 Executors & Administrators firmly by those presents to make full satisfac
 tion to the said Compt^ls for all his Charges and troubles he hath been att
 in Seating of the said Land and that the best way of giving sufficient
 assurances of Land is to give Generall Warranty as in this Case was required
 and which the said Compt^ls Attorneys urged was necessary to be given
 Ined there was not onely report that the said Land was within my
 Lords Mannor but that it was made appare there was one bound tree
 found upon the said Land which was the Reason that the Compt^ls
 demanded a deed with a Generall Warranty, and upon making such
 Deed he tendered part of his purchase Consideration and was ready
 to have given Security for the Remainder which was Refused to be

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