

Made or Received and that therefore the Compt^l ought to be reimbursed his Damages and Charges aforesaid according to the said Defend^t Thomas his agreement aforesaid. But the said Defend^t Attorney alleadging that by the said agreement the said Nathaniell was not to give Generall Warranty but such Conveyance as was then usuall in this Countrey and the said Land was then and still is cleere of his Lord's Manner and that he is already Reimbursed what he layd out by perception of profits this Court thereupon and upon Reading the said Letter or writing of the said Thomas Truman and the proofes taken in this cause and hearing of what could be alleadged on either side was fully satisfied that the said Compt^l ought to have ^{had} a good deed of Sale of the Premises to him & his heirs for ever with a generall Warranty against all persons whatsover which was denyed to be given him and that therefore itt was to no purpose for him to tender any deed of Conveyance to be sealed or any Security for his purchase Consideration and doe therefore think fitt to releese the said Compt^l against the Statute of Limitations and for order and Decree that the said Defend^t Thomas Truman doe pay unto the said Compt^l all such Charges and Damages as the said Compt^l hath layd out & expended & sustained by non performances of the agreement aforesaid and in the Removing his family & Stock to the said Trumans Plantation and in Seating building fencing and clearing the same and all other necessary Charges relating thereunto according to the said writing under the hand of the said Thomas Truman deducting thereout all such sum or sums of Tobacco as the said Compt^l hath or without his own willfull default might have received out of the said Plantation of one Thousand Acres by the perception of the Profits thereof from the tyme of his Entry thereunto till he left the same. And forasmuch as it is not known to this Court what Charges or Damages the said Compt^l hath layd out & expended or sustained by non performances of the agreement aforesaid and in Seating clearing building upon the Plantation aforesaid and other Charges relating thereunto or what profits have been by him received or which he without his own willfull default might have Received as aforesaid and for that the same is properly tryable att Common Law by a Jury, this Court doth therefore further order that acc^o

Inquiry

In Chancery