

By the Hon^{ble} the Chancery which said bill of five thousand six hundred and
four pounds of Tobacco George Barker Esq^r Attorney for the said John Abington
did in open Court assent to deliver up unto the said John Abington the next

Maryland

Court
The Court of Chancery holden at the City of Saint Marys the fourth day of
October in the third year of the Dominion of Charles the Second
Six hundred and eighty eight

John Abington
John Abington Esq^r Chancery
John Abington Esq^r Chancery
Henry Courtenay Esq^r

Edward Johnson Com^r & John Abington Def^d

This cause remaining on in the docket of causes this day to be heard and decided in
the presence of Robert Bridgely Attorney for the Com^r and George Barker
Attorney for the Def^d: the substance of the Com^r's bill appeared to be that the said
Edward Johnson in or about the fourth day of February in the year of our
Lord one thousand six hundred and eighty six being returned in the
said John Abington about the purchase of a parcel of Land called Gloucester Hall
lying in Talbot County on the south side of the River Queen containing by Survey
three hundred and eighty Acres, the said Edward did bargain and agree
with the said John for the said Land for six thousand pounds of Tobacco, the said
John assuring the said Edward that he had a good right and title to the said
Land and that the said Edward for his performance thereof should pay bills payable
to the said Abington for five thousand and odd pounds of Tobacco, to say
six thousand three hundred for the Land and the remainder for goods bought of the
said Abington, which said bill the said Abington put in suit, and that the
said Johnson and Abington did thereupon come to an agreement and the said
Johnson passed his bill for five thousand four hundred twenty and
four pounds of Tobacco and the said Johnson and the said Johnson in the said bill
of complaint further showed that upon his passing his first bill to the said Abington
the said Abington drew up a certain condition in writing, therein reciting that
he did agree to sell the said Johnson only all his right and title to the said Land, with
a release of redemtion upon nonpayment of the said six thousand pounds of Tobacco
in part of a bill for a bigger sum, and that the said writing was barely under
the hand of the said Abington and further showed that the said Land was claimed
by the Orphanes of Thomas Lettsworth deceased, and that the said Johnson had
paid out and expended in building, furnishing and fitting in and upon the said
Land six thousand pounds of Tobacco and that about two years since Elizabeth
Lettsworth Widow of the said Thomas Lettsworth and Guardian to the Orphanes
of the said Thomas claimed the said Land in right of her husband and warranted
the said Johnson of the said Land and thereupon the said Johnson purchased from
the said Abington the remaining part of the purchase of Tobacco, provided the
would grant unto him a good title thereto, which the said Abington refused
alleging that he only sold unto him the said Johnson only his right and title to
and that he was not bound to serve him, but that he expected and demanded
the payment of the remainder of the Tobacco which the said Johnson