

itt to him and no more And that he allways was and still is ready and hath made
 feald and d. li. x. d. allready for the use of the Compt. a conveyance of the said Land
 and all his right and Title to the said with warrantably against him selfe
 all Raynily by from or thuder him and no other wise according to the said agrim.
 And the Compt. and D. find. And that the Compt. undertook to run the hazard
 of the Title if the D. find. would sell to him the said Land And so with the Generall Drawers
 he undertook the Answer, to which all words of the said D. find. the Compt. replied And the said
 Cause standing at issue ready for hearing And upon reading of the said bill into Answer and the
 severall depositions taken in this cause and all other proofes and papers touching the same
 itt did sufficiently appear and the whole Court were fully satisfied that the said John Abington
 had no Right nor Title in Law to the aforesaid Parcel of Land And itt being sufficiently
 proved to the Court that the said John Abington did a sum upon himselfe and
 faithfully promised the Compt. that if the said Compt. would stand Dryall with the hopes of
 Thomas Althoworth directed for the Dryall of the Title of the said Land and should
 thereupon be Ertled that then the said John Abington would repay unto the said
 John Jon the purchase money for the said Land only during that out, for much
 as the said Abington had really paid in purchase of rights surveying and
 Sattouling the said Land, with being do ducted, itt appeared to the Court how
 that the said John Jon had paid unto the said Abington Divert: one hundred sixty
 two pounds of tobacco in part of the purchase of the said Land, Over and above all the
 said Abingtons disbursements as aforesaid, And doth therofore think: five and soe
 order adjudged and D. find. that the said John Abington deliver up cancelled and
 made void unto the said Bernard Johnson the aforesaid Bill of Exchange thou said
 one hundred sixty seven pounds of Tobacco And also that the said John Abington
 repay unto the said Bernard Johnson Charles one hundred sixty pound of tobacco
 with the said John Jon formerly paid unto the said Abington in part of the
 purchase of the said Land together with five thousand seven hundred thirty
 four pound of Tobacco for Costs of Suit: Ordered by the Hon^{ble} the severall J^{es}
 with the said Bill of Exchange thou said one hundred sixty seven pound of tobacco
 George Parker Gent^l Attorney for the said John Abington did in open Court assume
 to deliver up unto the said John Jon At the next Provinciall Court

J^{es}. Haslowood & Anne
 v^o Compt^s
 v^o D^o.
 v^o Granger D^o.

This Cause coming on in the Dorquest of Courts this day to be
 heard & debated in the presence of Robert Daniels Attorney
 for the Compt^s & Robert Ridgley Attorney for the D^o. upon Bill
 and Answers which being openly read & heard & upon hearing & debating
 the reason & hearing what would be adjudged on either side this Court was all
 wholly satisfied that the said John Abington did in his lifetime devise &
 entrust the said Benj^a. Granger with severall Quantities of Goods & Divers Sums
 of money And doth therefore think: fit & soe order & Judge & doth that the
 said Benj^a. Granger doe forthwith pay unto the said John Haslowood & Anne
 his wife & c. as aforesaid the sum of five & twenty pound Lawfull money
 of England and together with three thousand three hundred fifty & five
 pound of Tobacco of suit