

Deeds or Conveyances in the Law to the said Comp for the furnishing & making the said land and premises land on the said Comp his heirs & assigns forever. according to the contract and agreement aforesaid, and the said Complaynant further shewed, that the said Hannah in her life time to show her willingness and readynesse to joyne with the said Vincent her husband in the sale of the premises. Did by a letter written by One John Bowler by the One and Vicecon of the said Hannah Melhinson, and proved before the Hon<sup>ble</sup> Chieff Justice of the Province of this Province and sent to the said Complaynt, and Dated the second day of January writ in this manner. Viz. M<sup>r</sup> Baker my Love presents unto you and your wife and children, I do understand by my husband that you have bought a piece of land of my husband, but I do understand that you have a great bargain, of him, but since it is to you that I wish for will it does not trouble me but if I were to another I would never consent, And she did often declare in the presence of the said John Bowler and one Robert Hood her counsel to joyne with her said husband in the sale of the said land and premises, as by their Depositions also sworn before Our said Chieff Justice and their oaths and may appear. But before the said Comp had procured a Conveyance of the premises to be drawn for them the said Vincent and Hannah to sale and execute and to acknowledge according to the said agreement to witt about the tenth day of October 1676 the said Hannah dyed leaving Issue Robert her son, and here, an Infant under the age of One and twenty years, in whom the estate in Law of and to the said land and premises is now vested though the same in equity both properly belong to the said Complaynant, And the said Comp further shewed unto us that not long after the death of the said Hannah the said Vincent Melhinson also departed this life, And the said Vincent Melhinson being unable to have all proved in his life time, and in particular unto Samuel Tovey of the same Island of Neul gent<sup>l</sup>, the said Samuel as a Creditor to the said Melhinson obtained Adm<sup>n</sup> of the said Melhinsons estate and took the said Robert Melhinson from and here to the said Vincent and Hannah being an infant as aforesaid into his custody and possession, and was and shies Guardian to the said Infant Robert, the said Comp finding the said Vincent and Hannah dead and the said Complaynant having no Conveyance for the said land according to agreement, and being desirous to reimburse himselfe the lobace he had paid the said Vincent in his life time for the purchase thereof, the said Comp the three & twentieth day of June 1677 sent Out of Our provinciale Court a writ of Habeas Corpus against the said Samuel Tovey as Adm<sup>n</sup> of the said Vincent Melhinson deceased for the said bond, for making the said Comp a sufferer in his Conveyance of the same and acknowledging thereof as aforesaid, the said Complaynt for far provided in the said Plea against the said

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