

322) Touching y^e bill of Cost obtained by Sam^l Houldsworth Esq^r of Thomas Parlow dec^d ag^t Cha^s Ashcomb & c^a in Odoble Court last past (together with y^e Decree pro Confesso) it is by order of Court allowed from 4124^l 10s & made 2604^l 4s to be paid by y^e 3 severall Defts viz 868^l each & y^e other 1520^l is abated in y^e cost on Consideration of Parlow's death.

And therefore y^e Decree in which y^e cost was formerly set down at length (recovered in pag 311 312 & 313) could not be allowed as it ought in y^e place; & severall Lines thereof being by order of Court to be allowed (viz^t at y^e later end thereof touching y^e cost as aforesaid) it was accordingly allowed being both written & signed & sealed anew as his here set down for an end to this Cause, between y^e said Sam^l Houldsworth Esq^r of Parlow Comptt, & Cha^s Ashcomb & c^a Defts.

Decree for Parlow's Exors ag^t Cha^s Ashcomb & c^a

Whereas heretofore, y^e is to say, upon y^e 11th day of May in y^e year of our Lord 1695 Samuel Houldsworth of Sabrook County Merchant and Hobona his Wife y^e Solicit & Exor^r of the Parlow late of y^e same County Ship-Carpenter dec^d did exhibit their bill of Complaint into this Hon^{ble} Court ag^t Charles Ashcomb, Mary Ashcomb, Richard Gallaway & his Wife Defts thereby setting forth y^e y^e Thomas Parlow formerly had exhibited his bill of Complaint into this Court against y^e same Defts complaining y^e Whereas Benjamin Lawrence, Nathaniel Ashcomb & Samuel Ashcomb all late of y^e same County dec^d had on y^e 10th day of May 1682 granted to them by y^e Hon^{ble} Charles Lord Baltimore all that tract or parcell of Land called the Desert lying in Sabrook County and contain- ing & laid out for 1048 Acres more or less to hold to them y^e Benjamin & Nathaniel & Samuel their heirs & assigns forever whereby they became jointly seized thereof in Fee simple, And Whereas y^e Benjamin Nathaniel & Samuel by mutuall consent upon y^e 5th day of April 1683 equally divided y^e said tract in order to make severance of y^e joynt Tenancy & y^e each of them might hold his part severally in Fee simple to him & his heirs & pursuant to y^e said divisions did on y^e 5th day of April last lott y^e each party might have his third part ascertained unto him as by y^e division & lott, relation being thereunto had might more fully appear, which division they conceiving was sufficient in Law to make a severance of y^e joynt Tenancy and y^e standing severally seized y^e Benjamin by his last will in writing devised his third part to one of his children & viz. Nathaniel Ashcomb likewise by will in writing devised his third pt to one of his children & viz. And Samuel Ashcomb upon communication between him & y^e Thomas Parlow agreed to sell his third pt to y^e Parlow & his heirs & binds himself his heirs Exors & Adors in a Bond to make a good title thereof in Fee simple & put him into quiet & peaceable possession of y^e same, which y^e Parlow hold during his y^e fam^{ly} life, without any disturbance & laid out in Building & other Improvements upon y^e same above 300^l sterl. But it so fell out y^e before y^e fam^{ly} could make & execute a conveyance of y^e same according to y^e Agreement and y^e fam^{ly} did having first made his Will. And y^e Charles Ashcomb his brother & heir by Esche. And y^e Parlow being advised y^e y^e same Agreement was not sufficient in Law to make him a good estate of y^e third part without a farther Consideration from y^e Defts & a confirmation of y^e division and he prayed y^e aid of this Court & process of spe ag^t y^e Defts to appear in this Court & answer y^e promises & to show Cause