

The Plaintiff The w<sup>ch</sup> being granted and the sd Def<sup>t</sup> therewith, served the  
 appeared accordingly & putt in their severall answers to y<sup>e</sup> Bill and  
 first the said Jn<sup>o</sup> Sollars by his answer said that he bargained w<sup>th</sup> the  
 Compt<sup>r</sup> for the said Land but not to purchase his title only but an absolute  
 Estate in ffe w<sup>ch</sup> a Gen<sup>l</sup> Warrant as in the Dood that afterwards Richard  
 Smith by Accord of Exchm<sup>r</sup> recovered 170 acres of the sd Def<sup>t</sup> otherwith the  
 sd Def<sup>t</sup> buying Orchard fencing & other ground & had Judgment for the  
 Land in the Prov<sup>o</sup> Court & not by Collusion but plain matter of fact  
 & much ag<sup>st</sup> the sd Def<sup>t</sup> will that he purchased of Smith 95 acres of  
 for 55. ster<sup>l</sup> w<sup>ch</sup> together w<sup>th</sup> his debt of Suite the sd Def<sup>t</sup> did require  
 satisfaction of the Compt<sup>r</sup> as he was bound by his Covenant & Bond to do  
 that if Compt<sup>r</sup> desired this sd Def<sup>t</sup> to forbear prosecuting him till he had  
 for what Lowry would do & the sd Def<sup>t</sup> did forbear him upon his promise  
 that what he recovered of Lowry should be applied to y<sup>e</sup> sd Def<sup>t</sup> satisfaction  
 that the Compt<sup>r</sup> sued Lowry and his legal heirs had Judgment from  
 w<sup>ch</sup> Lowry appealed to y<sup>e</sup> Prov<sup>o</sup> Court & had been informed that the true cause  
 reversing that Judgment was through y<sup>e</sup> imperfections of the Cop<sup>y</sup> & Application  
 & not the matter of fact in the Bill intended. True it is the sd Def<sup>t</sup> was  
 = ing Lowry was dead & the Compt<sup>r</sup> was in some difficulty w<sup>ch</sup> way to  
 proceed & y<sup>e</sup> sd Def<sup>t</sup> doubting of longer delay the Judgment there by  
 intending to repair himself of what debts & Damages he had by y<sup>e</sup> sd Def<sup>t</sup>  
 sustained occasioned by the Compt<sup>r</sup> non performance of Covenant & Bond  
 to recover in Law & Equity & more he pretended not to and he thought it  
 strange the Compt<sup>r</sup> should expect that the sd Def<sup>t</sup> should find out true lines of the  
 Land or where to hale or whether the survey was true or false w<sup>ch</sup> y<sup>e</sup> Compt<sup>r</sup> was  
 bound to maintain and the sd Nich<sup>o</sup> Fountain by his answer saith  
 that he found him in Decem<sup>r</sup> 1691: the sd W<sup>o</sup> Lowry in London & that  
 y<sup>e</sup> sd Lowry & Horter his wife were stricken in years so as they could not  
 manage their plantation & affairs & that the sd Def<sup>t</sup> should pay  
 ten shillings per ann<sup>o</sup> & pay w<sup>th</sup> debts the sd Lowry at that time owed & he  
 care to provide them & should sufficient food & praym<sup>t</sup>. During the sd  
 sd by Dood sell & make over to the sd Def<sup>t</sup> all his real & personal  
 w<sup>ch</sup> did consist of 350 acres of Land 18 head of Catted Young & old 7. or 8.  
 of Roggs young & old one old horse & two mares & three cows but two  
 the sd Def<sup>t</sup> was almost free & a very small parcel of household stuff  
 that he had paid of the debts of the sd Lowry to the of 7 or 8000  
 and that w<sup>ch</sup> Lowry lived & was maintained out of the sd Estate two years  
 & three month after his said sale and that his wife & child were then  
 still alive & maintained out of the sd Estate the further says he was  
 not in any way engaged for the particular paym<sup>t</sup>. of y<sup>e</sup> sd Bond of  
 18000. of the sd Def<sup>t</sup> nor did the Compt<sup>r</sup> apply himself to the sd Def<sup>t</sup> after the  
 death of the sd Lowry concerning the making of an agreement w<sup>ch</sup> y<sup>e</sup> sd  
 Sollars on the behalf of the sd Lowry and his son Dominus Combracon &  
 both prayed to be dismissed w<sup>th</sup> their debts herein sustained. To which  
 answer of the sd Def<sup>t</sup> the Compt<sup>r</sup> replied y<sup>e</sup> Matter being at issue  
 Divers witnesses were examined in the sd Cause & their Depositions  
 duly published according to y<sup>e</sup> Rules of this Court. as by the sd Bill and  
 Replication Examination of Witnesses & other proceedings had in the  
 Cause relation being thereunto had may more plainly & at large  
 appear And the sd Cause for standing at issue ready for a hearing the 15<sup>th</sup>  
 of Decem<sup>r</sup> 1696 was appointed for hearing thereof on w<sup>ch</sup> Day upon  
 hearing & debating of the matter in question between y<sup>e</sup> sd parties in y<sup>e</sup> sd  
 the Council & Attorneys on both sides & upon reading of the Bill answer & Depositions

Jn<sup>o</sup> Tam an  
 Nich<sup>o</sup> Fountain



Taken