

391) y^e Lynes who said he would carry y^e same himself but this he
heard no more of y^e Lill or any answer thereof from y^e Lill
from y^e Lynes or till till after y^e expiration of y^e term of three years
y^e Lill having demanded possession of y^e premises y^e Lynes
-do so to deliver them up sufficiently repaired as in y^e Article he had
-wanted to do whereupon y^e Coupple were compelled to bring an action
of Covenant sett him upon y^e Article so well he pleased condition
performed & y^e Coupple assigned y^e breach of y^e same for not paying
y^e rent & performing y^e Covenant in repairs & as in y^e Article
mentioned And y^e Coupple brought an other action of Ejectment as
for y^e recovery of y^e possession of y^e premises And both Causes being ready
for a tryall in y^e Provinciall Court a little before y^e Tyme of y^e Lill
Lill heard y^e Lynes had given out y^e he had y^e under our hand
y^e would cast up in y^e Court And y^e Coupple being not confessory to himself
y^e he had done any act of covet bar of a recovery in those actions And not
knowing or ever heard of any thing y^e Lill had done in y^e same
y^e Lill about y^e same who sent a Copie of y^e Coupple Lill will to him
also copied over by Lynes's Man & left with y^e Lill whom he had by his
procurator provided to underwrite y^e Coupple having been at Charge of some
to grant y^e Lill term of five years more y^e Coupple having been at Charge of some
-ing a Messenger to y^e Lill about 35 Miles twice about y^e same to his
Charge And upon y^e perusal of y^e Lill there was no mention of any
thing writ by till so y^e Coupple Lill provided to tryall of y^e Coupple
& y^e Coupple expecting y^e Lill would have made good his plea as
of Conditions performed & y^e Lill witnesses being present y^e Lill pro-
-duced y^e Lill writ of ass^{es} & underwrit by y^e Lill & used y^e same as a
Lease for y^e five years more of wch^{er} they alleged there was five years to come
And thereupon y^e Court & Jury mistaking y^e Law in y^e Case y^e Lill
Lill not proving any part of y^e Conditions in y^e Lill to be done & pro-
-formed till all well done & performed y^e Lill could not by law be oblig'd
to grant y^e Lease & with a Lease under hand & seal acknowledged & re-
-corded y^e same could not operate in Law as y^e Coupple Right & till
to y^e premises yet y^e Judge contrary to Law & Justice gave Direction to y^e
Jury to find it a good Lease & so y^e Coupple were forced to suffer two non
-suits in y^e action & y^e Lill got Judgment thereupon as y^e Lill
hall now find hept y^e possession of y^e Mills & house being now abo-
-tion years though at y^e expiration of y^e five years y^e Lill demanded y^e
-office of y^e Mills & house but could not have y^e same for y^e Lill
-in & for y^e Original Deed of mortgage was lost & not recorded &
had an account of y^e Mills & premises from y^e Lill of y^e expiration
of y^e first three years & y^e Lill might have y^e same delivered
in good & tenable repair as he was oblig'd by y^e Article they being very
ruinous & out of repair And y^e Coupple might be herein relieved according
Equity they prayed a fra^g agt y^e Lill to answer y^e premises well being
granted & y^e Lill therewith forced he appeared accordingly & put in
insufficient answer to y^e Lill so well answer y^e Coupple
put in exceptions & y^e Lill being in Contempt for want of
pulling in his forced answer. So both well answers y^e Coupple

392) did not
Depose
appoint
& read
in the
& then
y^e Lill
till
Circum
had
of y^e
for y^e
And
do for
-able
Mills
y^e Lill
tobacco
y^e Lill
received
unable
Bookin
of y^e
Lill Cou
& y^e
to y^e Lill
We do
y^e Lill
to pay
of y^e
paym
The above
Deed
& Seal
Rec