

Upon the said Land and that the Defendant Thomas should procure from the
 said Nathaniell a Legall Deed thereof with Generall Warranty which when the
 Compt^l should Receive he was to pay either so much Land att the Ridge which
 he was in buyall for with M^r White or part of the Governour Mannor or else
 pay Two Thousand pounds of Tobacco for every one hundred Acres or part Land
 But if he the said Nathaniell should att his Returne Promise to assure the same
 promises and keep them himselfe then the Def^t Thomas agreed to make satisfac-
 tion to the Compt^l for his Disbursements in Seating and Clearing: on which
 the Compt^l relying did not reduce the Articles into writing but tooke anoake
 or letter from the Defond^t Thomas to the said Nathaniell to the Effect aforesaid
 whereupon the Compt^l was put into Possession by the said Def^t Thomas and
 was att great charge in building Clearing and Removing Cattle and Servants
 thither But that the said Nathaniell Arriving and being made acquainted
 wth the bargain aforesaid approved thereof and seemed willing to Accept of
 Ten Thousand pounds of Tobacco att Two Intire payments to witt Six thousand
 pounds of Tobacco in the yeare one thousand six hundred Seventy and four
 Thousand pounds of Tobacco the yeare following towards part of the Purchase
 and for the Remainder in full to Accept of five hundred Acres of Land att the
 Ridge part of his Lordships the Right hon^{ble} the Lord Proprietary his Mannor
 there all which was freindly Accorded to and the Compt^l was willing to have
 performed so as he might have had the Promise assured to him with Generall
 Warranty the said Def^t further alleadging that this cause the then last court
 came to be heard and a decree past for the Compt^l but the Def^t Thomas humbly
 conceived and was advised that his said Brother Nathaniell being dead before
 the hearing of the cause his heyr or Execut^r ought to have been made a party to the
 Bill for that by the Compt^ls owne shewing in and by his said Bill the first
 communication or agreement betwix the Def^t Thomas and the Compt^l who
 had the Election was compleat finished and ended upon the Arrivall of his said
 Brother Nathaniell and the Compt^ls agreement with him above specified not
 having been any Conveyance att all extended to the said Nathaniell to be
 Executed in his life time of the Promise to the Compt^l wth or without
 Generall Warranty or otherwise howsoever and the said Nathaniell being
 then dead his heyr or Execut^r ought to Execute a Conveyance according to
 agreement and not thus heavily oppress the Def^t Thomas who was not either to
 have profitt or loss by either Agreement And he conceived itt would have

(concluded)