

much more to the Compt^{ts} Credit & Equitable dealing to have continued the possession of the Promissor had he been refused an assurance thereof according to agreement and to have exhibited his Bill into this Court against the other Doct^r Nathaniel to enforce an execution thereof then voluntarily quit the Possession of the Promissor because he conceived them too odde in hopes to bring this vexatious Suit And he further alleaged that he was advised that the high Court of Chancery in England did not give redress in any Suits where the substance thereof tended to the overthrowing of any fundamentall point of the Comon Law or to overthrow or take from other Courts their Ecclesiar Jurisdiction but the judging and concluding the Doct^r said noate or letter (wherein he promised his said Brother should give the Compt^{ts} good assurance of the promissor) to amount to Generall Warrantly is directly Repugnant and in overthrow of a fundamentall point of the Comon Law (to which the Doct^r Thomas conceived the people of this Province were Subject there being no Law in this same Contrarij therunto) for as much as the agreement betwix the Compt^{ts} and Doct^r Nathaniel was for part Tobacco and part Land and in Lieu of the said one thousand Acres which was an exchange in Law as to amoyty that could not be Capable of nor Subject to Generall Warrantly being against the nature of such Estate but onely Lyable to Speciall Warrantly the Judgment and Construction whereof properly and peculiarly apperteyns to the Provinciaall Court And for as much as no Decree of this Court once Enrolled could be reversed or altered but by Bill of review unless in Cases of this nature where the case was demonstrative the Petitioner humbly besought his honour the Governour to putt a stopp to all further proceedings upon the said Decree untill the matter should be Reheard before the Governour and the whole Council in the next Generall Assembly, Chancery, or Provinciaall Court whereupon upon Consideration had of the Petition by his honour the Governour he thought itt Just and Equitable that the Proceeding in the cause betwix the Compt^{ts} and Defend^{ts} be fully Stopt as to any thing relating to the Decree within mentioned untill the end of of the then next provinciaall Court soe that the Defend^{ts} or his Council might have tyme to be heard

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