to pay Perry a Tobacco Note but Perry declined receiving it, while those conversations was going on Thomas Trueman aside offered this Defendant to pay the Tobacco for him and several times in handed Tobacco Note or Notes to this Defendant intimating a strong desire that this Defendant should receive the same, but this Defendant would not receive or have any thing to do with the Notes of the said Thomas Trueman — This Defendant after the matter was settled respecting the Tobacco, demanded to know the reason of Perry's treatment who told this Defendant it was to make him made over the land to Thomas Trueman; after this the Defendant was set on shore on the opposite side of the river and was obliged to defend himself with his Crutch from an attempt made by one of Perrys Negroes to carry him to Perrys house, And this Defendant states that during the time that Perry had this Defendant in custody and while the were at Hollowing point, Thomas Trueman was present, heard the conversation (as this Defendant believes) and made no objection to any part thereof, after this in the year 1770, this Defendant took possession of a house and parcell of land part of the afresaid land called Thomas and Anthony's Choice and Blackwell and shortly after Thomas Trueman with many others — who were aiding him came to the said house and the said Trueman set fire to the said house, while this Defendant and his family were in it, This Defendant and his son Edward attempted to extinguish the fire and the said Thomas Trueman cocked and presented a Gun at this Defendants said son, and swore if he attempted to put out the fire he would kill him and also swore that if the Defendant offered to put out the fire he would shoot him after a great deal of Altercation the fire was extinguished and Thomas Trueman went away but hastely returned with a larger Company making the whole of his party amount to about twenty Men during the time those transactions continued this Defendant and Thomas Trueman had much altercation about the land and about the making a Deed to the said Thomas Trueman by the Defendant and respecting an Arbitration, amidst this altercation a certain Alexander Trueman brother to the said Thomas, came with fire and fodder, and which he alighted it ready to burn the house the said Thomas Trueman swore many rash Oaths in the presents of this Defendant and other persons that if this Defendant did not leave the before mentioned dispute respecting the Land to determination of Arbitrators he [illegible] burn down the house, and if this Defendant

or any one else offered to put it out he would shoot them, This Defendant declared he would not leave the said dispute to the Arbitration of any Men, again the said Thomas swore most violently he would burn down the house and kill the Defendant, Thus encumpassed by Armed Men violent in their proceedings and temper more numerous and better armed than this Defendant who only had himself and his son; fearing for the little property he had in his house and realy alarmed for the safety of himself and family he was forced to submit and under these impressions he went to the house of Thomas Trueman with his brother Alexander Trueman who had been aiding at the scene before described to your Honor, he signed and sealed the Instrument of Writing purporting to be an Arbitration bond to the said Thomas Trueman which the Plaintiffs have (as this Defendant supposes) recited in their Bill of Complaint, And so this Defendant expressly alledges and saith that he was forced and compelled by threats and ill treatment by the fears of having his house and his property in it burned and destroyed and of being killed himself and having his son destroyed and family ill treated to execute the said paper and that he executed the same for the causes afresaid and no other — And this Defendant farther saith that he made particular Objections to Charles Somerville Smith his having any thing to do with the Arbitration telling the said Thomas Trueman that if he had agreed to any Arbitration that it would be highly improper to have Charles Somersett Smith as an Arbitrator in a cause where this Defendant was concerned because the said Smith had shewn remarkable enmity to this Defendant and had used him exceedingly ill; Thereupon Thomas Trueman replied he would leave the said Smith out but Defendant never agreed that the other persons mentioned in the said Writing purporting to be an Arbitration Bond should settle the controversie afresaid but always denied they rightfully had any such power, This Defendant knowing that the Writing afresaid purporting to be an Arbitration bond for the causes afresaid was of no effect did not concern or interfer with the proceedings of the said persons supposed as afresaid to be Arbitrators — He was once present a very short time when Thomas Trueman was present with a Surveyor attempting to locate his claim in presence of some of the persons supposed to be Arbitrators and the said Thomas directed the Surveyor to begin at tree abo[illegible] midway of the fourth line of the tract of land called Bloch[illegible] before mentioned