the year 1797 and after possession of the Land had been given as I understood by Wade to the Complainant which possession was given to the best of my knowledge was given about the 25th. of December 1797; on the first of January 1798 Mr Wade informed me that on surveying the Land it appeared that a small peice of Woodland and some fencing were left out, and that in consequence thereof the Complainant appeared to be much dis=satisfied with the purchase, and that he also appeared to be much dissatisfied with the purchase, and that he also appeared to be unwilling to have the bargain completed by receiving a Deed for the Land, and arranging the payments until he the said Complainant should first know whether he could purchase and get a good title for the Woodland, and the Land on which the fence stood, which was thrown out of Wades Survey as before stated from a certain Zephania Wade who claimed the same, on this subject Benoni H. Wade frequently complained to me, and regretted that he had not when the bargain was first made, insisted on having the terms committed to writing and signed and sealed by each party, which as he the said Wade said would have prevented the Complainant from making any delay in completing the bargain, and also recollect that in a conversation with Complainant sometime about the Month of May or June 1798, that the reason why the bargain betwixt him the said Complainant and Benoni H. Wade was not fully completed was, that he the said Complainant had not yet got a sufficient deed or title from Zephania Wade for the slip of the Wood land, and the Land on which the line of fence aforesaid stood. I also say that to the best of my knowledge, that the Complainant did some time in the spring or summer of the year 1798 pay to Benoni H. Wade four, five or six Hogsheads of Tobacco the precise quantity I do not recollect in part of the purchase of said land, but that he the complainant neither gave his Bond for the

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remainder of the purchase money or any part thereof, nor paid any money for said remainder until the deed Benoni H. Wade to him was executed, and this deed I think was not executed until some time in the Month of October or November in the year 1798. The remainder of the purchase money was paid by the transfer of a bond granted on the 6th. day of May 1797 for the sum of four hundred and eighty two pounds fourteen shillings by Mundell and Wade to the Complainant and by a bond from the complainant to Benoni H. Wade for the balance, which last bond was afterwards by Benoni H. Wade assigned to a certain Samuel Craig of Alexandria in Virginia, and whether the Complai=nant has yet paid it off I do not know, the bond of Mundell and Wade which was transferred by the Com=plainant to Benoni H. Wade was by him the said Wade paid to Mundell and Wade and on their books on the 15th. November 1798 placed to the credit of said Wades private account to indemnify them for money, about the same sum which they the said Mundell and Wade had on account of Benoni H. Wade paid and by their Bond dated in November 1796 promised to pay to a certain William Wall of Alexandria. I do not know that Benoni H. Wade in his individual capacity, owed any debt to the Complainant at or about the time of selling the land to him, nor of any debt which he in any way owed, or was concerned in owing to the said Complainant, other than the before mentioned bond which was granted by Mundell and Wade as a concern in trade on the 6th. day of May 1797 to the Complainant, not to satisfy any debt due by by Wade in his private and individual capacity to the complain=ant but as an obligation for the amount of a crop of Tobacco bought of the said Complainant by said Mundell and Wade and received in the Month of March and April preceding, and which had no kind of relation to, or connection with the sale of land made afterwards by Wade to the Complainant. At the time that Wade and the Complainant first began to treat about the Land, I understood, that Wade was to receive in

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