last above mentioned by him the said Ralph Green with the said Archibald Patison on the said fourth day of July as afs., and at the time of the making and executing the Deed of conveyance last afs. by the said Ralph and the said Amelia his wife to the said Archibald for the afs. several Tracts of Land as afs., and at the time of the making and passing of the said supposed writing obligatory with the condition thereto by the said Archibald to the said Ralph Green as afs., the same agreement above mentioned to be made by the said Ralph with the said Mason Shehawn, had never been cancelled, released, discharged, or in any manner whatever made null, and void, but was at the several times last afs. a subsisting contract and agreement between the said Ralph Green and the said Mason Shehawn, &c, in full force and virtue in Law. And the afs. Archibald further saith that immediately upon the said Ralph's making the agreement with him the said Mason Shehawn as afs., he the said Mason, by virtue of and under the same Agreement, did enter into and hold possess and enjoy the above mentioned part of the afs. Tract of Land called Toverton, claiming the same by virtue of the same agreement as his property, to hold the same for and during his natural life, and his occupation, possession, and claim as afs. did continue until afterwards to wit on the twelfth day of August in the year seventeen hundred and seventy three, at the County afs. (on which same day the agreement afs. so as afs.d made by the said Ralph Green with the said Mason, being then and there, and still in full force and virtue in Law, and not cancelled, released, discharged, or in any manner made null and void, and the same Mason Shehawn then and there still justly claiming the said part of the said Tract of Land called Toverton in virtue of the said Agreement) a certain Robert Goldsbrough (to whom the afs. Archibald Patison had there before that time sold and conveyed the above mentioned part of the said Tract of Land called Toverton) in order to prevent the said Mason Shehawn from filing a Bill in Chancery against

him

him for a specific performance of the same agreement, and in order to secure his the said Roberts Title to the said part of the said Land called Toverton, against the said Mason's Title under the same agreement, was obliged to purchase and did then and there purchase from him the said Mason Shehawn the afs. part of the said Tract of Land called Toverton, and his the said Masons Right and Title to the same under and in virtue of the agreement afs., and did then and there pay the sum of sixty pounds current money to the said Mason, for the purchase of his right and Title to the said part of the said Tract under the agreement afs. with the said Ralph Green. And the said Archibald Patison further in fact saith and doth aver, that the same part above mentioned of the afs. Tract of Land called Toverton, at the time of the making and entering into the articles of Agreement last afs. by the said Ralph to the said Archibald for the same Land as afs., and of the said supposed writing obligatory and the condition thereof as afs., was liable and subject to a further and other incumbrances, besides the said Mrs Reanolds Thirds, and a lease to the afs. Mason Shehawn for eight years as mentioned in the said Ralph's agreement last afs. with the said Archibald, to wit the Dower of a certain Ann Shehawn (afterwards called Ann Lecompte) the mother of the afs. Mason Shehawn, & the widow of a certain Thomas Shehawn, the father of the afs. Mason; for the said Archibald saith, that the afs. Thomas Shehawn, the husband of the afs. Ann Shehawn, & father of the afs. Mason, long before the said Mason Shehawn or the said Ralph Green, had any thing in the same part of the said Tract of Land, to wit, on the day of in the year seventeen hundred & at the County afs. was seised in his Demesne as of fee of and in the same part above mentioned of the same Tract called Toverton, and being so thereof seised, the said Thomas Shehawn did then and there marry and take to wife the said Ann Shehawn, and afterwards to wit on the day of in the year seventeen hundred and at the County afs. died so thereof seised, and the said Ann Shehawn his wife did then and there survive the said Thomas Shehawn her said Husband, and thereby she the said Ann Shehawn, upon the death of her said Husband, then and there being justly

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