oath on the holy Evangels of God, that the within Account as it is stated is just and true, and that he hath not directly or indirectly received any part or parcel thereof nor any thing in security or satisfaction for the same to the best of his knowledge—

Certified by Joseph Duffin

And the said Thomas Hicks by his Attorney afs^d. suggested to the Court here that the said Leah Kirkman, Executor as afs^d., was dead, and that he died since the last continuance, to wit, on the day of at the County afs^d.; and thereupon further process of and upon the premises afs^d. by order of the Court here was thereon continued until the second Tuesday in September then next following — At which day, to wit, the second Tuesday in September, here came the said Thomas Hicks by his Attorney afs^d., and prayed that Leah Kirkman Administratrix de bonis non of William Ennalls Hicks might be made Defendant in this Action; And it was granted unto him: Whereupon Leah Kirkman Administratrix as afs^d. came here into Court, by Gustavus Scott her Attorney, and defended the wrong and injury when and so forth, and said that the said William Ennalls Hicks did not assume upon himself in manner and form as the said Thomas Hicks above against him hath declared: And thereupon further process of and upon the premises between the parties afs^d. by order of the Court here thereon had was continued until the second Tuesday in April then next following — And now here at this day, to wit, the second Tuesday in April seventeen hundred and ninety comes the parties afs^d. by their Attorneys afs^d.: And the said Thomas Hicks by his Attorney afs^d. affixed the following additional Count against the said Leah Kirkman Administratrix as afs^d. in the following words, to wit; And whereas also on the seventeenth day of March in the year seventeen hundred and eighty seven, at the County afs^d., a certain discourse was had and moved by and between the said Thomas and the said William in his life time, of and concerning the purchase of a certain Tract of Land called Darley lying and being near Black water River, in the County afs^d. by the said Thomas of him the said William, and also of and concerning a certain Estate or lease for a term of years with which the said Tract of Land was incumbered by the said William by a demise thereof to a certain Benjamin Ball, of the County afs^d., originally for the term of fourteen years, seven years of which said term from

from the first day of January next before the said discourse were yet to come, and unexpired: And upon that discourse it was then and there so far proceeded by and between the said Thomas and the said William that it was then and there agreed between them, that he the said Thomas should purchase of the said William, and that he the said William should sell to the said Thomas, the Tract of Land afs^d. with the appurtenances for the sum of nine hundred and thirty pounds, current money, in fee simple; And the said Thomas doth aver that the agreement afs^d. between the parties afs^d. was afterwards perfected and carried into complete execution as well on the part of the said Thomas as on the part of the said Thomas as on the part of the said William in all things therein to be done and performed, to wit, at the County afs^d.: And the said Thomas further saith, that upon the said discourse of and concerning the Estate or Lease for years afs^d. with which the said purchase was incumbered as afs^d., it was also so far proceeded by and between the said Thomas and the said William that it was then and there agreed between them that he the said William in consideration of the said incumbrance and because there were seven years of the said Term, from the said first day of January next preceding the discourse afs^d. yet to come and unexpired and as a compensation to the said Thomas for the said incumbrance, should pay and satisfy unto the said Thomas the quantity of six hogsheads of crop Tobacco, each hogshead to weigh one thousand pounds nett weight of sound inspected Tobacco in casks, when he the said William should be thereto afterwards required: And the said Thomas doth aver that at the time of such agreement, to wit, on the said seventeenth day of March in the year afs^d. at the County afs^d., the Lands afs^d. were subject to a subsisting Estate or Lease for a term of years by a demise thereof, by the said William to the said Benjamin Ball originally for the term of fourteen years, and that seven years of the said Term from the said first day of January next preceding the said agreement were yet to come and unexpired, and that in consideration thereof and as a compensation to the said Thomas for the said incumbrance, and in pursuance of the said agreement, the said William did then and there of same upon himself and faithfully promise the said Thomas that he the said William would well and truly pay and satisfy unto the said Thomas