Murphey by his certain writing, with the Seal of the said Murphey Sealed, and to the Court here shewn; the date whereof is on the day and year aforesaid, Covenanted and agreed with the said Hynson, (after reciting in the said writing that it was doubtful, whether the said Murphey could make a good Title, to a part of certain Land, Lying in little-Creek-hundred in the County of Kent, in the State of Delaware, which the said James Hynson and a certain Joseph Richey had purchased of the said Murphey at the rate of five pounds Specie an acre, and for the payment of part of the purchase money, of which the aforesaid writing obligatory, was passed by the said Hynson to the said Murphey, or whether some part of the said Lands would not be evicted from the said Hynson, that if the said Murphey, his Heirs Executors or Administrators should not obtain within the Space of seven years, from the date of the aforesaid writing of the said Murphey, a compleat and good title, for that part of the said Land adjoining a Tract of Land called Williams Range, which the said Murphey's Title-papers were supposed not to cover, or if the said Hynson should have any part of the said Land, recovered or taken from him within the time Limited by the Condition of the writing Obligatory aforesaid, for the payment of the said money in the Condition of the writing obligatory aforesaid mentioned, or should be obliged to lay out or expend money to secure the Title of the said Land, that then and in such case, it should and might be lawful for the said Hynson to retain as much of the said money, in the Condition of the said writing obligatory mentioned, in his hands, as should be equal to the value of the said Land, that might be taken from him for want of Title as aforesaid, rating every acre thereof at the sum of five pounds aforesaid, or that the said Hynson might retain in his hands as much of the said money as he should be obliged to lay out and expend, in securing the Title to the said Land, any thing contained in the writing obligatory aforesaid notwithstanding. And the said Hynson in fact saith that the said Murphey, at the time of the said Sale, of the said Land, had not a good title to that part of the said Land, adjoining the Land called Williams Range, which his Title papers were, at the time of making the said Writing of the aforesaid Murphey, supposed not to cover, nor hath he since obtained a good Title to the same; and that the said part of the said Land, which the said title-papers were supposed not to cover, contains the Quantity of One hundred and fifty Acres and that the space of seven years had not elapsed, from the date of the said Writing, of the said Murphey, to the time of impetrating the Original Writ in this cause, nor are the said seven years yet elapsed, and this he is ready to verify. Wherefore the said Hynson prays judgment, if the said Murphey his Action aforesaid, against him to have or maintain ought &c.

Wm Tilghman

The writing above mentioned issues in the following words, towit.

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Whereas the said James Hynson and a certain Joseph Richey did on the twenty first day of December seventeen hundred and eighty four, purchase of the said Thomas Murphey two Lands lying in Little-Creek hundred, in Kent County on Delaware, at the Rate or price of five pounds Specie for each and every acre of the same Land, as by certain Articles of Agreement between them made, and entered into bearing date the day and year aforesaid, Reference thereunto being had, may more fully and at large appear. And whereas since the Agreement aforesaid the said Lands hath been surveyed, and is found to include the Quantity of three hundred and sixty acres, and no more, which, according to the rate per acre aforesaid, amounts to in the whole to the sum of eighteen hundred pounds; and by the Agreement aforesaid, the last payment of the said sum of eighteen hundred pounds when the divided into different sums, the sum of eight hundred pounds, agreeably to the agreement and Contract aforesaid, was to be paid in annual Instalments with legal Interest annually, until the Principal should be paid. And whereas there is some doubt, whether the said Thomas Murphey can make a good Title, to a part of the said Land; or whether some part thereof will not be taken from the said James Hynson. And whereas also the said James Hynson by his Bond or Obligation bearing date with these presents, hath become bound to pay unto the said Thomas Murphey, the aforesaid sum of eight hundred pounds in annual Instalments as aforesaid. NOW therefore it is agreed, by and between the said Thomas Murphey and the said James Hynson, That if the said Thomas Murphey his Heirs Executors or Administrators, should not obtain within the space of seven years from the date of these presents, a compleat and good Title for that part of the land adjoining Williams's Range which the said Murphey's Title-papers are supposed not to cover, or if the said James Hynson should have any part thereof recovered or taken from him, within the time limited by his Bond aforesaid to the said Murphey, for the payment of the said sum of eight hundred pounds, or should be obliged to lay out, or expend monies, to secure the Title to the same Land, that then and in such case it shall and may be Lawful for the said James Hynson to retain as much money in his hands, as shall be equal to the value of the said Land, that may be taken from him, for the want of a Title as aforesaid: rating every acre thereof at the sum of five pounds, or retain in his, the said James Hynson's hands as much money as he is obliged to lay out and expend in securing the Title to the same Land; any thing contained in the said Bond, passed as aforesaid by the said James Hynson to the said Thomas Murphey, as aforesaid to the contrary thereof Notwithstanding. In Witness whereof the said Thomas Murphey hath hereto set his hand & seal this first day of March, in the year of our Lord one thousand seven hundred and eighty seven.

Sealed & delivered in presence of
Jno. Haslet Richard Bassett

Thomas Murphey (Seal)
his mark