

good & even tolerable Land in that Reserve is already leased, for within the Limits of this Reserve there are a great many Tracts of Patented Land. As the Mannours therefore mentioned in the Instruction & the said Reserved Lands appeared to the Gentlemen when we had the meeting to be circumstanced very differently from what the Instruction seemed to suppose It was the Opinion of all the Gentlemen to whom His Ldp's Instruction is address't that no Step ought to be taken in consequence thereof until more certain Information could be procured & given us by the Agent with respect to the said Mannour & Reserved Lands & particularly with regard to the quality of the Land & Timber thereon, the Names of all the Tenants & Conditions of their several Leases, if for three Lives which of such Lives are in Being & if for a Term of years the Dates of the several & respective Leases, the Number of Acres held by each Tenant, with a Description of the Improvements by them respectively made or that now are on their respective Tenements, for the Gentlemen said truly that without such Information we should be giving our opinions & acting altogether in the Dark & could form no Judgment at what prices the Lands might & ought to be sold, nor whether the selling particular parcells might not render the Residue of little or no value, besides as the Instruction seems to limit the Judges of the Land Office (who & not the Agent are thereby impowered to sell) to the Sale of the Vacant Land only, We are at a loss to know whether His Ldp would sell to the present Lessees or any other Purchasers the Fee simple also of such parcels as are now tenanted. As soon as Col<sup>o</sup> Lloyd shall be able to furnish us with the Information wanted the Gentlemen have promised to meet again & take the matter once more under Consideration, but I question whether the Colonel to whose Tediousness & procrastination you are no Stranger will be ready for us or procure the requisite Information before I may be favoured with an answer to this Letter. As His Ldp in his Instruction about the Sale of the Mannours seems to have prescribed a particular Form of a Condition to be inserted in the Patents for securing the Alienation Fine viz "provided that if the said Alienation Fine shall not be paid &c (to the End of the first Section) it is my Duty to inform His Ldp that M<sup>r</sup> Dulany at the meeting declared to us that such Conditional Clause as it is there worded will not answer the End intended so as to revest the Land in his Ldp for a Breach of the Condition by non payment of the Alienation Fine, but he gave it as his opinion that there might be a Form of Words to answer the purpose, & I therefore submit it to His Ldps Consideration whether in case of the Mannours being sold the Form of