

Letter Bk. IV Warranty in the Grants to be made to Purchasers It would we are of Opinion greatly forward the Sale & the Warranty may if Your Lordship chooses be so restricted as not to extend to the future Improvement of or Rise in the Value of the Lands sold. As Your Ldp's Commission empowering us to sell the Mannours particularly directs the Conveyance to be made by Deeds of Bargain & Sale I take the liberty to communicate to Your Ldp a Remark or observation of M^r Dulany's on that Injunction which might perhaps induce Your Ldp by an Additional Instruction to give a greater Latitude or at least make some Alteration with respect to the Mode of Conveyance. The Ld Prry says he is considered in our Courts in respect of his Estate in a very different light from other Persons & after some Contests it seems to be an established Point that he can't be disseised of any Lands & therefore His grant of Land in the possession of any one whether by the personal wrongful Act of the Possessor or by Title of Conveyance or of Descent is deemed to be sufficient without any Entry or other Step. With this Prerogative His Ldp (as well as the King) is supposed tho not very properly to be incapable of Granting but by Matter of Record. The Doctrine that His Ldp can't be disseised is very beneficial to him & therefore every Measure ought to be avoided which may have any the least Tendency to shake it & as the opinion that His Ldp cannot grant but by Matter of Record is connected with it I should incline to have Regard to it in the Grants we may make & therefore tho the Commission directs Bargains & Sales yet as a Grant under the Great Seal recorded in the Provincial Office cannot by any possibility injure His Ldp or contravene any purpose of His Commission I presume a Deviation from the Letter of the Commission in this matter would be excused for the Reason I have suggested, Instead therefore of Bargain & Sale I would propose the Alteration Grant under the Great Seal & recorded in the Provincial Office in a future Instruction which may moreover confirm any Grants we may make in this manner before the Receipt of such Instruction. It would also he thinks be proper for Your Ldp by the same Instruction to take off the Restraint now directed to be laid on Purchasers with respect to their being also restrained from Conveying hereafter (what Lands we may sell them) by any other Mode of Conveyance than that of Bargain & Sale & to leave them at large to convey after what Mode they shall think fit provided that every Conveyance be Recorded after its Execution in the Time limited by the Act of Assembly in the Case of Bargains & Sales. If your Ldp's Reason for directing the Conveyances to be made by the Purchasers by way of Bargain & Sale was only that an