

Said Indenture was Duely and Legally Acknowledged by the Said Pryor Smallwood and Elizabeth his wife and Inrolled Amongst the Records of Charles County as by the S<sup>d</sup> Indenture relation be thereunto had may more fully appear And the Said Daniel Protesting that the Said Pryor hath not performed fullfilled and kept any thing in the Said Indenture above Contained on the Part and behalf of the Said Prior to be performed fullfilled and kept According to the form and Effect of the Said Indenture the Said Bryon in fact Saith that at the Time of the Sealing and Delivery of the Said Indenture he the Said Pryor did not Stand firmly Seized in his Demesne of a fee Simple in the af<sup>d</sup> Land and premisses by the Said recited Indenture Granted and that the Said Prior Smallwood at the Time of Sealing and Delivery of the Said Recited Indenture had not full and absolute Power to Sell and Assure the Same According to the form and Effect of his af<sup>a</sup> Covenant in the Said Recited Indenture above Contained. And the Said Daniel further in fact Saith That he the Said Dan<sup>l</sup> was by vertue of the Said recited Indenture Seized of the Said Lands and premisses called S<sup>t</sup> Bridgetts and that a Certain W<sup>m</sup> Hoskins having Long before the Makeing and Execution of the Said Indenture by the Said Prior as af<sup>d</sup> a Lawfull right and Title of an Estate in fee to Sixty Seven Acres Parcell of the af<sup>d</sup> Tract of Land and Premisses called S<sup>t</sup> Bridgetts did after making of the Said Indenture as af<sup>d</sup> and before the Impeetration and Exhibition of this writt in Charles County af<sup>d</sup> Enter upon the possession of the Said Daniel unto the Said Sixty Seven Acres Part of the Said af<sup>d</sup> Tract of Land called Saint Bridgetts and mentioned in the S<sup>d</sup> above recited Indenture to be granted to the Said Daniel as af<sup>a</sup> Whereupon the Said Daniel in order to recover the Possession and Seizin of the Said Sixty Seven Acres Parcell of the S<sup>d</sup> Tract called S<sup>t</sup> Bridgetts was Oblidged to Commence and Did Actually Commence an Action of Trespass and Ejectment at the proper Costs and Charges of him the Said Dan<sup>l</sup> Ag<sup>t</sup> the Said William which Said Action being at issue did at the Assizes held for Charles County on the Twenty first Day of September in the year One Thousand Seven hundred and Twenty Come to a tryall at which Said Tryall the Jury Elected and Sworn to try the Cause af<sup>d</sup> did Say that the Said William was not guilty of the Trespass and Ejectment as the Said Daniel Ag<sup>t</sup> him had Complained as by the Record of the Said proceedings in the Prov<sup>l</sup> Court remaining may appear by force and vertue of which Said Verdict the Said William keep the Said Daniel out of the S<sup>d</sup> possession and Seizin of the S<sup>d</sup> Sixty Seven Acres part of the Said Tract of Land by the S<sup>d</sup> recited Indenture Granted to the S<sup>d</sup> Daniel by the S<sup>d</sup> Pryor as af<sup>d</sup> Contrary to the form and Effect of the S<sup>d</sup> Indenture and Warranty therein Contained with this that the Said Daniel Will Avert That the Title right and Interest of the Said William of and into the Said Sixty Seven Acres [735] Part of the aforesaid Tract of Land is more Antient than the Title Right and Interest of the S<sup>d</sup> Daniel unto the Same and thus the Said Pryor his Covenants af<sup>d</sup> hath not tho often requested kept but