

the bill required. (r) Recollecting, however, that a plea or demurrer only *supposes* the facts to be true, for that purpose; they

reversion and reversions, remainder and remainders, rents, issues and profits of the premises, and of every part and parcell thereof; and all the estate, right, title, use, trust, property, claim and demand whatever of them the said David Bissett, deceased, and Ann his wife, the said complainant, or either of them, of, in and to the premises aforesaid, or any part or parcell thereof: To have and to hold the premises unto the said John Matthews and his heirs and assigns, to the use and behoof of him the said John Matthews, and his heirs and assigns forever; which deed of release is signed, sealed and delivered by the said parties, date aforesaid, in presence of William Dallam and Aquila Nelson, bears a receipt of the consideration money, endorsed of the same date, witness said William Dallam; and a certificate by Col. John Hall, one of the right honourable, the Lord Proprietaries justices of the Provincial Court, of the parties acknowledgment of the said instrument of writing, as their act and deed, and of the said Ann Bissett's private examination, in the terms of the act of Assembly, in that case made and provided; in these words; Maryland, to wit; on the seventeenth day of June, Anno Christ: seventeen hundred and fifty-five, came before me John Hall, one of his Lordships, the right honourable the Lord Proprietary's justices of the Provincial Court, the within David Bissett and Ann his wife, and severally acknowledged the within writing to be their act and deed, and the lands and premises within mentioned with their appurtenances to be the right and estate of the within named John Matthews, his heirs and assigns forever, according to the true intent and meaning of the same writing; and the said Ann being by me examined privately and out of the hearing of her said husband did privately and out of his hearing declare that she made the above acknowledgment willingly and freely and without being induced thereto by fear or threats of, or ill usage of her husband, or fear of his displeasure, signed, John Hall. That the said deed of release bears a receipt of the alienation fine, bearing date the seventh day of August, A. D. seventeen hundred and fifty-five, exceeding by twenty days the alienation fine is appointed to be paid under the penalty of the alienations being void by the condition of the original grant by the Lord Proprietary inserted in every patent; (1674, ch. 2, s. 7,) and the above certificate of the acknowledgment and private examination as also the said deed of release are both regularly recorded, and the clerk's certificate thereof endorsed on the said deed of release. That the said David Bissett, deceased, being diffident of the voiding and nullity in the original patent conditioned and contained, in regard the time appointed thereby for paying the alienation fine, had elapsed by twenty days as above set forth; and not through any diffidence or dread of any illegality arising through the method of procuring the said deed, or in the mode and term of conveyance, as alleged in the said bill of complaint, caused, devised and executed on deeds of lease and release by him, and the said Ann his wife, the said complainant, to Robert Stokes in trust, though the condition aforesaid in the original patent contained, reserves only a power of voiding to the Lord Proprietary, in order to secure the speedy payment of the alienation fine, which is parted from and disclaimed by the after payment, acceptance, and receipt of the alienation fine; so that by the after payment, though twenty days after the provided time of payment, the first deeds were absolutely good and valid in law as the person could, or can impugn or quarrell their validity, under the consideration in the original patent, and lapse aforesaid, by which deeds of lease and release, the said David