

(320)

(321)

To all Christian people to whom his present Writing
 Shall Come Edward Ward of Baltimore County in the Province
 of Maryland Planter Gentler Greeting Whereas Benjamin
 Williams of Carrollton in the County in the Province aforesaid planter
 in and by his Deed of Bargain and Sale indentured for the Consideration
 therein expressed did make over Demize Grant and Transfer
 and Confirm with a Generall Warranty unto the said Edward
 Ward his Executors Administrators and Assignes all those two
 Tracts of Land Called Shirley's Forest and Fortune lying in
 Baltimore County aforesaid on the falls of Gun Powder River
 in and by such bounds & Courses as in the said Indenture of
 Bargain and Sale are specified Containing Originally by
 Estimation Two hundred & Ninety five Acres more or less
 as by the said Deed relation being thereunto had may and doth
 more fully and at Large appear WHEREAS some time after
 the Executing and Delivery of the above Specified Indenture
 the said Edward Ward found by Inspection into the bounds of
 the said Two Tracts of Land that the Courses of the Tract of Land
 Called Fortune Mentioned in the said Indenture of Sale run
 through four severall Tracts of Land thereto adjacent all
 being older Surveyes then the said Land by which Ninety five
 acres of the said Land were taken away ORIGINALLY
 Application being made by the said Edward to the said
 Benjamin for restitution & Satisfaction for the Land so
 taken away and for the putting an end to and settling all further
 and other Differances that may or should hereafter arise
 concerning the aforesaid Bargained Lands between the said
 Edward and the said Benjamin or between the heirs or assignes
 of the said Edward & the heirs Execut and adm^t of the said
 Benjamin it was then and there Agreed upon by & between
 the said Edward and the said Benjamin (viz) on the
 Eighteenth Day of April anno Domini 1727 that he the said
 Benjamin Williams his Heirs or Assignes should pay or cause
 to be paid unto the said Edward or his Assignes the sume of
 Three Thousand pounds of Tobacco and that he the said Edw.
 Should Acquitt Exonerate and Discharge the said Benjamin
 Williams his Heirs &c of and from all Diffrances non perform-
 ances or breach of Covenants in the aforesaid Deed of
 Sale contained and Indemnify the said Benjamin Williams
 his Heirs &c Against all demands which hereafter might or
 Should be made on him or them by Virtue of the said Warranty
 Now Knownye therefore that if the said Edward Ward for

(and)