

(170) called Sharp's Chance containing by Estimation three hundred Acres more or less — Together with all Houses Out-Houses and other Edifices Emoluments Improvements and Appurtenances whatsoever to the Premises belonging or in any wise appertaining and the Reversion and Reversions Remainder and Remainders thereof To have and to hold the said Land and Premises above mentioned and every part and parcel thereof with the Appurtenances unto the said Arthur Rigby and his Heirs forever To the Intent and Purpo^{se} Only that the said Arthur shall and may become more perfect Tenants of the Freehold of the same Land and Premises and shall and may stand and be seized thereof until a good and perfect Recovery with double Vouchers over may be duly had and suffered of the said Land and Premises according to the usual course of Common Recoverys for the Assurance of Lands and Tenements in such Cases used and accustomed And thereupon it is covenanted Concluded and Agreed by and between all the said Parties to these Presents for themselves and their and every of their Heirs by these Presents in manner following (that is to say) That the said Arthur Rigby shall and will before the end of September Term next coming permit and suffer the said James Tilghman to sue forth and prosecute against him the said Arthur Rigby one Writ of Entry sur Disseisin en le post returnable before the Right Honble the Lord Proprietary his Justices of the Provincial Court held at Annapolis. thereby Demanding against the said Arthur the Land and Premises herein before mentioned by such Name and Names Number of Acres Quantities and Qualities Terms and Descriptions in the said Writ to be contained and in such manner and form as by Counsel learned in the Law shall be advised unto and upon which said Writ of Entry so to be prosecuted and sued forth the said Arthur shall appear gratis and vouch to Warranty the said William Wintersell which said William shall either appear in Person or by Attorney lawfully authorized and enter into Warranty and after his Entry into Warranty shall vouch to Warranty the Common Voucher who shall likewise appear and imparle and afterwards make default and depart in contempt of the Court so that Judgment may be thereupon had and given for the said James Tilghman to recover the said Land and Premises against the said Arthur Rigby and for the said Arthur to recover in Value against the said William and for the said William to recover in Value against the Common Voucher to the end one perfect common Recovery with double Voucher may be thereupon had and suffered and all and every other thing and things be done and perfected needfull and convenient for the having and suffering the same Recovery according to the course of Common Recoverys in such Cases used and the same Recovery is also to be executed by one Writ of Habere facias seisinam accordingly And it is hereby further covenanted Concluded and Agreed by and between all the said parties to these Presents for themselves and every of them their and every of their Heirs that the said Recovery so as afo^{re} or in any other manner to be had and suffered of the said Lands and Premises shall be and enure and shall be deemed adjudged and taken and it is meant and intended and by all the said Parties to these Presents is hereby declared to be and enure and the said James Tilghman and his Heirs from and immediately after the suffering the same shall stand and be seized