

250) Covenanted granted concluded and agreed by and between all the said Parties to these —
Presents that it shall and may be lawfull to and for the said Beale Nicholson before the last
Day of the next Provincial Court to prosecute out of the high Court of Chancery one or more
Writ or Writs of Entry Sur Disseisin in the Post against the said Thomas Jennings —
returnable to the next Provincial Court whereby the said Beale Nicholson shall and
may respectively demand against the said Thomas Jennings the said several Tracts or
Parcels of Land and Premises with the Appurtenances by such Name or Names —
Quantity or Quantities Quality or Qualities Number or Content of Acres as shall be
thought fit and requisite unto which said Writ or Writs the said Thomas Jennings —
shall appear in Proper Person and shall Touch to Warranty the said Samuel Howard
and John Brice who shall appear gratis upon the Voucher and shall enter into Warranty
and shall Touch over to Warranty the Common Voucher and the Common Touches shall
appear and implead and afterwards make default whereby one or more Judgment or
Judgments may be had and given for the said Beale Nicholson for Recovery of the —
said several Tracts or Parcels of Land and Premises against the said Thomas Jennings
and for the said Thomas Jennings to recover over in Value against the said Samuel
Howard and John Brice and for the said Samuel Howard and John Brice to recover
over in Value against the Common Voucher according to the manner and form of
Common Recoverys in such Cases used And Whereas the said Samuel Howard
did by his certain Indenture bearing date the fifth Day of October Seventeen hundred
and fifty one made between the said Samuel Howard and the said John Brice for the
Consideration Money therein mentioned Give Grant Bargain Sell Alien Enfeoff and
Confirm unto the said John Brice (among other Lands and Chattels) the Lands &
Premises aforesaid And Whereas the said Samuel Howard did Covenant and agree to
and with the said John Brice that the said Samuel Howard should and would at his
own Proper Cost and Charges at the next Provincial Court to be held for the Province
of Maryland suffer a Common Recovery with single Double or Treble Vouchers such
as the said John Brice or his Counsel learned in the Law should Devise or Require
for doctring or cutting off the Intail and for more firmly Conveying the said
Lands to the said John Brice his Heirs and Assigns for Ever with a condition or
Proviso in the said Indenture contained That in Case the said Samuel Howard
his Heirs or Executors should and would well and truly pay or cause to be paid to the
said John Brice his Heirs Executors or Administrators the several Sums of Two hundred
and ninety four Pounds fifteen Shillings and two pence Curreney and three hundred
and fifty one Pounds fifteen Shillings and nine pence Sterling with legal Interest
on the said Sums of Curreney and Sterling at or upon the Tenth Day of May next
ensuing the Date thereof and also the Charge of drawing and Recording the said
Indenture and of drawing and Recording an Assignment from Charles Canoll Esq.
of two Judgments in the said Indenture specified without Fraud or further Delay —
that then the said Indenture and every Article and Clause therein contained — should be
Void and of no Effect else to remain in full force and Virtue in Law as by the
(said)

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