and on the South side of the said Fork of the Branches aforsd it being the same
Land that was by the aforsd Thomas Cox Conveyed unto the above Named Lewis
Disheroone and Jane his Wife by Deed bearing date on or about the Seventh day of
January in the Year of our Lord God One Thousand Seven hundred and twenty three
(relation being thereunto had may appear) be the same Parcel of Land of what Quantity
Quality Nature or Kind so ever, Together with all Messuages Buildings Improvements
Profits Privileges Hereditaments and Appurtenances whatsoever unto the said Parcel of
Land belonging or in any manner appertaining and the Reversions and Remainders
Rents Issues and Profits thereof or incident thereunto To have and to hold the aforsd
Messuages Tenement Lands and Promises above mentioned and every part and Parcel there-
with the Appurtenances unto the said John Handy and his Heirs for ever To the Intent
and Purpose only That the said John Handy shall and may become perfect Tenant of the
Freehold of the said Messuages Tenement Lands and Premises and shall and may
stand and be seized thereof untill a good and perfect Common Recovery with double
Voucher over may be duly had Suffered and Executed of the said Messuages Tenement
Lands and Promises according to the Usual Course of Common Recoverys for the Assurance
of the 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 and form
following that is to say That the said John Handy shall and will permit and suffer the
said Benjamin Handy before the end of September Term next coming to sue forth and
Prosecute against him the said John Handy one Writ of Entry Sur Disseizin en le Post
returnable before his Lordships Justices of the Provincial Court at the City of Annapo-
thereby demanding against the said John Handy the said Messuages Tenement
Lands Hereditaments and Promises herein before mentioned by such Name or Names
Number of Acres Quantity Quality Terms and Discriptions 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 John Handy shall appear Gratis and Vouch to Warranty the said Lewis
Disheroon which said Lewis Disheroon shall appear either 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 Benjamin Handy to recover
the said Messuages or Tenement Lands Hereditaments and Promises against the said
John Handy and for the said John Handy to recover in Value against the said Lewis
Disheroon and for the said Lewis Disheroon to recover in Value against the Comon
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 further hereby 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 aforsd or in any other manner to be had
and suffered of the said Messuages Tenement Lands Hereditaments & Promises
above mentioned shall be and enure & shall be Deemed Adjudged and taken

(and)