

37) 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 Benjamin Wailes shall and will permit and suffer the said Jacob Aires before the end of September Term next coming to sue forth and Prosecute against him the said Benjamin Wailes one Writ of Entry sur Disceisin en le poost returnable before his Lordships Justices of the Provincial Court at the City of Annapolis thereby demanding against the said Benjamin Wailes the said Mesuage Tenement Lands Hereditaments and Premises herein before mentioned by such Name and Names Number of Acres Quantities Qualities Terms and Discriptions in the said Writ to be Contained and in such manner and form as by Council Learned in the Law shall be Advised unto and upon which said Writ of Entry so to be Prosecuted and sued forth the said Benjamin Wailes shall appear gratis and Vouch to Warranty the said Levin Larramore which said Levin Larramore shall appear in Person or by Attorney Lawfully Authorized and enter into Warranty and after his entering into Warranty shall Vouch to Warranty the Common Vouchee who shall likewise appear and Imparole and afterwards make default and depart in Contempt of the Court so that Judgment may be thereupon had and given for the said Jacob Aires to Recover the said Mesuage or Tenement Lands Hereditaments and Premises against the said Benjamin Wailes and for the said Benjamin Wailes to recover in Value against the said Levin Larramore and for the said Levin Larramore to recover in Value against the Common Vouchee 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 Reisinam 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 aforesaid or in any other manner to be had and suffered of the said Mesuage Tenement Lands Hereditaments and Premises above mentioned shall be and enure and shall be deemed Adjudged and taken and is meant and Intended and by all the said parties to these Presents is hereby declared to be and enure and the said Benjamin Wailes and his Heirs from and immediately after suffering the same shall stand and be seized of all and singular the said Mesuages Tenements Lands and Hereditaments above mentioned and every part and parcel thereof with the Appurtenances to and for the only proper Use and behoof of him the said Jacob Aires his Heirs and Assigns forever and to and for no other Use Intent or Purpose whatsoever In Witness whereof the parties aforesaid to this Indenture Interchangeably their hands have set and Seals severally affixed the day and Year first above Written

Signed Sealed & Deliver'd
 In Presence of
 Nehemiah King
 Aaron Lynn
 Rich. Lloyd

Levin Larramore
 Benjamin Wailes
 Jacob Aires

On the Back of the foregoing Deed was thus Endorsed (vizt)
 To wit Remembered that on the fourteenth day of August in the Year of our Lord One Thousand Seven hundred and fifty Personally appeared before me one of the Right Honourable the Lord Proply his Justices of the Provincial Court all the parties to the within Deed and Acknowledged the same Deed in due form of Law Taken & Acknowledged the day and Year aforesaid Before

Robt. Jenckin Henry

127 August the 14th 1750 Then Received the full Consideration Money } £ 75. 0. 0 Gold Curr.
 in the within Deed Express'd.
 Witnesses
 Nehemiah King Aaron Lynn Richard Lloyd
 Levin Larramore