

9) and John Brice who shall appear by ratie upon the Voucher and  
~~Imparce and afterwards make Default whereby one or more recovery~~ shall  
Indor into Warranty and shall Vouch over to Warranty the Common Voucher  
and the Common Voucher  
shall appear and Imparce and afterwards make Default whereby one  
or more recovery or Recoveries Judgment or Judgments may be  
had and given for the said Benjamin Wall for the Recovery of the ap-  
Part of the Tract of Land and Premises aforesaid against ~~David~~  
and for the said Charles Hornwood the said Thomas Jennings  
and for the said Thomas Jennings to recover over in Value against  
the said Charles Hornwood and John Brice and for the said  
Charles Hornwood and John Brice to recover over in Value against  
the Common Voucher according to the manner and form of Common  
Recoveries in such cases used And whereas the said Charles Hornwood  
by his certain Indenture bearing Date the twenty Seventh Day of May  
Last Past made Between the said Charles Hornwood and the said John  
Brice to the said Charles Hornwood for the Consideration money  
therein mentioned did give grant Bargain Sell Alien enfeoff Confirm  
unto the said John Brice amongst other Land the ap- Part of a Tract of Land  
called Scotland with Condition or Proviso in the said Indenture that in  
Case the said Charles Hornwood his heirs Executors Adm<sup>rs</sup> or  
assignes should well and truly Pay or cause to be paid unto the said  
John Brice his heirs or assignes the Sum of one thousand Pounds current  
mony with Legal Interest for the same at or upon the tenth Day  
of May which should be in the year of our Lord Seventeen hundred  
and Sixty one that then the said Indenture was to be void and of  
no Effect as fully as if the same had never been made anything  
herein ~~to the contrary~~ in any wise notwithstanding as by the said  
Indenture recorded in the County and Provincial Court Records  
may more fully and at Large appear now it is further  
(covenanted)