not according to the Strict Rules of Law It is now apprehended that the same was not binding upon their respective Heirs in Tail — And Whereas there is likely to arise a Dispute and Controversy between the Said John Gardiner Ignatius Wheeler and John Mason of and Concerning the Bounds of that part of the Said Tract of Land which the Said John Gardiner hath Conveyed to the Said John Mason And Whereas the Said parties are minded and have agreed to make a perpetual partition and Division of the premisses by allotting to the Said Ignatius Wheeler his Moiety or part of the Said Tract of Land in Severalty by Metes and Bounds in Manner as is herein after expressed And Whereas the Lands and premisses herein after limited or Intended to be limited to the Use of the Said Ignatius Wheeler and his heirs is adjudged and hereby agreed to be of greater Value than his Moiety of the whole of the Said Tract of Land Called Rich Neck or Maidens Bower by the Sum or Value of thirteen hundred and fifty pounds of Crop Tobacco and the Said Ignatius Wheeler hath agreed to pay to the Said John Gardiner and John Mason the Said Sum of thirteen hundred and fifty pounds of Crop Tobacco by way of Equivalent and to make the part by the Said John Gardiner sold to the Said Philip Key John Bond and John Mason one full and equal Moiety of the Said Tract of Land Called Rich Neck or Maidens Bower Now this Indenture Witnesseth that to the Intent and purpose a perpetual partition and Division may be had and made by the Said John Mason and John Gardiner with the Said Ignatius Wheeler of the Said Tract of Land of Rich Neck or Maidens Bower and that the Said Ignatius Wheeler and his heirs may for ever hereafter have hold and enjoy the Said premisses in Severalty in Such manner as is herein after mentioned And also for and in Consideration of the Said Sum of thirteen hundred and Fifty pounds of Crop Tobacco to the Said John Gardiner and John Mason in hand paid at or before the

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