

dy Money only and out of the Produce I am to be paid the Remainder of my Original Purchase Money with Interest at six pounds percent from the respective default in Payment and the Residue is to go to the former Vendor. If the Sales upon such Re: Sale shall not produce more than sufficient in ready Money to pay the remaining Debt and Interest then the Original Deposit of £25000 is to be forfeited and the Lands are to be sold to me and my Heirs.

11. That all such Purchase Deeds or conveyances be by Bargain and Sale to be Enrolled in my Land Office in the Particular County where the Lands be or in my General Land Office at Annapolis and that all future Alienations of such Lands be by Bargain and Sale to be Enrolled as aforesaid and a proper Covenant under adequate Penalties taken from the Purchasers for that Purpose.

12. That a Reservation be made to me and my Heirs of all Gold and Silver Mines whatsoever which are or hereafter shall be discovered upon the Lands to be sold or any part thereof together with all other Clauses and Reservations usually inserted in any former Alienations made by me or my late Honored Father for these last Thirty years and particularly proper Clauses to Enforce the due Cultivation within a reasonable time of such Lands as shall be sold for Uncultivated Lands.

13. That for all the Lands to be sold by you there be allowed you by me and Retained to you of you two Pounds per cent for Commissions in full Recompence and Satisfaction of all your trouble in the Premises and that such Commission be so retained Proportionably out of the purchase Money to be paid and as the same shall be so paid without any allowance of Interest during the time any part of such Commission shall be withheld and kept back shall be from such time only as the same and every part thereof shall be actually paid and received to or for my Use.

14. That the Money to be received by you be forthwith Remitted to me in London in good Bills of Exchange or in Specie and that the Bills to be taken in my favour be remitted in like manner.

15. Provided always that in cases of Fraud Collusion or other Contravention of these my Instructions and not otherwise all Sales or Contracts for Sales to be made by Virtue or under Colour of these Presents shall be Revocable by me or my Heirs for the space of Twelve Months from the date thereof. But if not Revoked within that Term the same shall be then Absolute. If Revoked Notice thereof shall be immediately given and the Money advanced returned to the Purchaser with the usual Interest of the Province and Compensation also made for all Sums of Money which shall bona fide have been laid out for clearing Improving or Building on any part of the Lands contained in such Sale to be ascertained by Arbitration.

16. You are to observe that these my Instructions and the Commission on which they are attendant are to be executed by or under the Authority of all my Commissioners jointly and not otherwise. But in case any one of my three Commissioners shall Die or Depart the Province before the Authority thereby Delegated shall have been fully and completely carried in Execution Then It is my Will that the President of the Council of my said Province for the time being shall succeed to and be invested Jointly with the two Surviving or Remaining Commissioners in all the same Powers and Authorities as are hereby given to such Dying or Departing Commissioner together with the two Commissioners therein named and that as fully and amply as if he had been originally named therein.

17. That these Presents and my Commission of even date be and remain in full force for Two years from