or Equity then this Obligation to be Void otherwise to stand & remain in full force &
Virtue in Law. Whereas Charles Diggs of Charles County Gent by his Certain —
Writing Obligatory did heretofore become bound unto William Diggs of Prince —
Georges County Gent in the Penall Sum of Two thousand Pounds of Good & Lawfull
of Great Britain with a Condition upon the same Writing obligatory indorsed the Tenour and
Transcript of which Writing Obligatory & Condition follows in these words to wit —
Maryland ss. Know all Men by these presents that I Charles Diggs of Charles County
Gent do acknowledge my self my owe & stand justly indebted to William Diggs —
of Prince Georges County Gent in the full & just Sum of Two thousand Pounds of
Good & Lawfull Money of Great Britain to be paid unto the said William Diggs
his Heirs Executors Adm.rs or Assigns to the which payment well & truly to be —
made & Done I the said Charles Diggs do bind my self my Heirs Ex.rs & Adm.rs
firmly by these Presents Seal'd with my Seal & Dated the Seventh Day of September
1711.

Whereas the above bound Charles Diggs is by the last Will & Testament of
his Brother Edward Diggs late of Prince Georges County Dec.d nominated and
thereby appointed one of the Executors of the said Will & has past his bond in the —
Commissary Office for the Due Execution thereof But in Consideration that the
above named William Diggs has given to the said Charles Executor Security that
may indemnify the said Charles from the said Bond past in the Commissary
Office as af.d Also in Consideration of the said Charles living remote from most of
the Plantations & other Effects of the Estate of the Dec.d as af.d he is desirous to
discharge himself of the trouble of the said Executorship & as much as in him
lyes to invest his Brother the above named William Diggs therewith. Therefore
the Condition of the above Obligation is such that if the above bound Charles Diggs
his Heirs Ex.rs Adm.rs & Assigns & every of them do for ever remise release & for ever
quit Claime unto the above named William Diggs his Heirs Ex.rs Adm.rs & Assigns
& every of them all his or their Right Title & Interest of & to the said Executorship of
the Estate af.d & all & every the Profits & Advantages that may hereafter be Claimed
Challenged or Demanded by the above bound Charles Diggs his Heirs Executors Adm.rs
or Assigns for or any ways on Account of the said Executorship Either in Law or —
Equity then this Obligation to be Void otherwise to stand & remain in full force &
Virtue in Law.

Now know all Men by these presents that I the af.d Charles Diggs Have for ever
remised released & for ever Quit Claimed And by these presents do for me my Heirs
Ex.rs Adm.rs & Assigns & every of them for ever remise release & for ever Quit Claime unto
the above named William Diggs his Heirs Ex.rs Adm.rs & Assigns & every of them
all my right title & Interest of & to the said Executorship of the Estate af.d & all & every
the Profits & Advantages that might at any time heretofore since the making
& Date of the said Bond & may hereafter be Claimed Challenged or Demanded by
me the above bound Charles my Ex.rs Adm.rs or Assigns for or any Ways on Account
of the said Executorship Either in Law or Equity In Witness whereof I have hereunto
set my hand & Seal the twenty fifth Day of August Anno Domini One thousand
Seven hundred & thirty Seven. They likewise find the Deed of bargain & Sale from
the said William Diggs to the Defendant which said Deed follows in these
(words)

Words Viz.t This Indenture made the twenty fourth Day of March in the year of our Lord
One thousand Seven hundred & thirty Between William Diggs of Prince Georges —
County Gent Executor of the Testament & Last Will of Edward Diggs late of the said County
Dec.d of the one part & Robert Tarman of Queen County Gent of the other part Whereas
the said Edward Diggs by his said last Will duly Executed & proved impowered the said —
William Diggs with others in the said Will named to sell & dispose of a Certain Tract of
Land lying & being in Talbot County but now in Queen Ann County af.d Called or known
by the name of Brandford As by the said Will relation being thereto had may appear
And Whereas the Severall Persons so empowered by the said Will as af.d except the said
William Diggs have relinquished & released unto the said William the Executorship
& trust so reposed in them Now this Indenture witnesseth that the said William Diggs
for & in Consideration of the Sum of One hundred & fifty Pounds Sterling to him in
hand paid at & before the Sealing & Delivery hereof by the said Robert Tarman the
Receipt whereof he the said William doth hereby acknowledge & therefrom doth acquit and
Discharge the said Robert his Heirs Ex.rs & Adm.rs by these Presents Hath Granted bargained
and sold aliened Enfeoffed & Confirmed & by these Presents doth Grant bargain sell alien Enfeoff
& Confirm unto the said Robert Tarman & his Heirs All that said Tract of Land Situate
lying & being formerly in Talbot County but now in Queen Ann County af.d Called
or known by the name of Brandford lying on the West Side of the main Branch of
Turkahoe Creek which by resurvey is found to Contain Six hundred & Ninety one Acres
be the same more or less & all & every the Rights Priviledges & Appurtenances to the —
said Premises belonging or in anywise appertaining & all Patents Writings Deeds
& Charters relating to & concerning the same to have & to hold the said Tract of Land
& all & Singular the Premises with the Appurtenances unto the said Robert Tarman
his Heirs & Assigns to the only Proper use & behoof of the said Robert his Heirs & Assigns
for ever And the said William Diggs for himself his Heirs Ex.rs & Adm.rs doth Covenant —
Grant & agree to & with the said Robert Tarman his Heirs & Assigns by these presents
that it shall & may be lawfull to & for the said Robert Tarman his Heirs & Assigns to have
hold & peaceably possess & enjoy the said Land & Premises with the Appurtenances without
any Let Molestation or disturbance free & clear & freely & clearly Exonerated and —
Discharged of & from all former & other bargains Sales Grants Rents & Encumbrances
whatsoever had made Done or suffered by him the said William Diggs or any other
Person or Persons Claiming from by or under him or the said Edward Diggs Dec.d or
any other Person Claiming from by under or in right of the said Edward Diggs the Rents
& Services to grow Due to the Lord Propry only Excepted & well sufficiently warranted
& defended against all & every person or Persons whatsoever Claiming the same by
from or under him the said William Diggs or from by or under any other Person —
Claiming or Deriving any right title Interest Claim or Demand from by or under
the said Edward Diggs & also from all Arrears of Rent due to the Lord Propry for the
said Land And Lastly that he the said William Diggs shall & will at the reasonable
request & at the Cost & Charges of the said Robert Tarman his Heirs or Assigns —
such further Assurance in the Law for the further & better assuring the Premises unto
the said Robert Tarman make & Grant at any time when the same shall be —
required as by him the said Robert Tarman his Heirs or Assigns or his or their Council
Learned shall be reasonably devised or Advised & required So as such further Assurance
(shall)