Limitation of any use or uses Estate or Estates in or to any Person or Persons whatsoever to alter defeat change or make void the same and that the said Philip Hollandger at the time of the Ensealing and Delivery of these Presents hath full power Right & Lawful Authority to grant bargain sell and Convey all and singular the before hereby granted or mentioned to be granted Premises with their and every of their Appurtenances unto the said Thomas Joce his Heirs and Assigns in manner and form aforesd and that he the said Thomas Joce his Heirs and Assigns and every of them shall and may by force and virtue of these Presents from time to time and at all times for ever hereafter lawfully peaceably and quietly have hold use Occupy Possess and Enjoy the said two Parcel or Tracts of Land and all and singular the before granted Premises with their and every of their Rights Members and Appurtenances and have receive and take the Rents Issues and Profits thereof to his or their own proper use and behoof for ever without any Lawfull let suit trouble interruption or Disturbance of the said Philip Hollandger his Heirs &c or any other Person or Persons whatsoever and that free & clear and freely and clearly acquitted exonerated and Discharged or otherwise from time to time well and sufficiently saved & kept harmless by the said Philip Hollandger his Heirs Exors or Admrs of and from all & all manner of former and other Gifts Grants Bargains Sales Leases Mortgages Jointures Dowers Judgments Executions Uses Intails Rents and Arrearages of Rents & of all from all and singular other Troubles and incumbrances whatsoever had made committed suffered omitted or done by the said Philip Hollandger his Heirs or Assigns or by any other Person or Persons whatsoever the Rents and Services which from henceforth from time to time for or in Respect of the Premises shall grow due and payable to the Chief Lord or Lords of the fee only excepted and reserved And further the said Philip Hollandger his Heirs Executors and Administrators doth Covenant Grant and Agree that he the said Thomas Joce his Heirs & Assigns and all and every other Person or Persons and their Heirs lawfully having or claiming or Rightfully pretending to have or which hereafter shall or may lawfully have or claim or Rightfully pretend to have any Right Title or Interest into or out of the Premises or any part or parcel of them shall and will from time to time and at all times for and during the space of seven years next ensuing the Date of these Presents at the reasonable request and at the Cost & Charges in the Law of the said Thomas Joce his Heirs or Assigns make do acknowledge execute and suffer or cause to be made done acknowledged executed and suffered all and every such further lawful and reasonable Act and Acts Thing or Things Device or Devices Assurance or Assurances or other Conveyances in the Law whatsoever for the better Assuring surmaking and Conveying the before granted or hereby intended to be granted bargained Premises with their and every of their Rights Members and Appurtenances unto the said Thomas Joce his Heirs and Assigns as by his or their Counsel learned in the Law shall be Devised Advised or required And Lastly it is Covenanted and agreed by and between the said Parties to these Presents for them their Heirs and also that all Fines Judgments and Assurances in the Law whatsoever shall made Levied acknowledged or done as hereafter to be had made acknowledged suffered or done by and between the said Parties or any of them for or touching or concerning the said two Parcel or Tract of Land and all and singular the before granted Premises with their Appurtenances and every and any part thereof shall be and Inure and is shall be intended Adjudged and taken to be and Inure to the only proper use and behoof of the said Thomas Joce his Heirs and Assigns for ever and to no other use intent or purpose whatsoever. In Witness whereof the said Parties to these Presents hedentures interchangeably have

(affixed)

affixed their Hands and Seals the Day and Year first above written

The within Deed was signed sealed & Delivered in Presence of Ebenezer Blackston, George Slaton

Philip his PH mark Hollandger (Seal)

At a Court held for Cecil County the 6th day of June in the fourteenth Year of the Dominion of the Right Honourable Charles &c Anno Dom: 1689 Then came the within mentioned Philip Hollandger and did acknowledge the Premises within mentioned are made over to Thomas Joce his Heirs and Assigns for ever and did openly declare the same to be his Act and Deed Signed pr order of Court John Thompson Clk Com: Recd

On the back of which aforegoing Deed was thus Endorsed viz:

Cecil County in Maryland to wit: In Testimony that the above and foregoing is a true Copy from Lib: G (the same being one of the Record Books belonging to Cecil County off) page 396. 397. 398 & 399 I have hereto set my Hand and Affixed the Publick Seal of said County this twenty second Day of April in the Year of our Lord Christ One Thousand seven hundred and fifty four

Mat: Bordley Clk of Cecil County aforesd (Seal)

And the Plaintiff also proved that a certain Thomas Joce of whom the Lessor of the Plaintiff bought was Grandson and Heir at Law to the aforesd Thomas Joce the Vendee from the aforesd Hollandger and also proved the Lessors Purchase of the Tract of Land called in the Declaration in this Cause Philips Choice by that Name from the aforesd Thomas Joce the Grandson aforesd and the Counsel for the Defendant objected to the aforesd Deed from Philip Hollandger Esq to the first named Thomas Joce aforesd as a Deed for the Conveyance of the Tract of Land in the Plaintiffs Declaration called Philips Choice to the aforesd first named Thos Joce But the Court were of Opinion that the said Deed was a Conveyance for the aforesd Tract of Land called Philips Choice from the aforesd Philip Hollandger to the aforesd first named Thomas Joce from the Descriptions therein and it not appearing that any Land of that Number of Acres at that or any other time was Patented to the said Philip Hollandger and for that it was alledged by the Counsel for the Plaintiff and not denyed by the Counsel for the Defendant that the Plaintiff and those under whom he claimed had been in Possession of the Lands mentioned in the same Deed for upwards of thirty Years and that no other Possession appeared to the Court or any other Deed than those abovementioned and that the same ought to be given in Evidence to the Jury whereto the Defendant excepts and prays the Justices hereto to affix their Seal Jno Brice (Seal)

Whereupon all and singular the Premises being by the Court here soon heard fully understood and mature Deliberation thereupon had It is therefore Considered by the Justices here that the said John Hopkins Lessor of the said Caesar Joce Recover against the said Thomas Harris his Tenant to wrong & unjustly of in and unto the aforesd Tract or Parcel of Plantable Land called Philips Choice in Kent County aforesd containing two Hundred Acres with the Appurtenances thereunto belonging and that he have thereof his possession against the said Thomas Harris &c And it is also Considered that the said Caesar Joce Lessor of the said John Hopkins Recover against the said Thomas Harris the sum of Pounds of Tobo by the Court here unto him on his Assent Adjudged for his Costs and Charges by him about his suit in this behalf laid out and expended and the said Defendant in Mercy and so forth

Whereupon the said Thomas Harris by his Attorney aforesd prays an appeal from the Judgment aforesd to his Lordships High Court of Appeal and the same is granted upon his giving security for the due Prosecution of the said Appeal according to the directions of the Act of Assembly in that case made and provided Thereupon the said Thomas Harris by his Attorney aforesd files in Court here the

(following)