within named Daniel Deaver and being secretly examined out of the hearing of her said husband did acknowledge her right of Dower of the within Land & premisses to be the worte Title & estate of Wm. Smith his heirs & assigns for ever and that she did it of her own free will and accord & without any threats or fear of her husbands displeasure before me one of his Lordships Justices of the peace for Ball County — Robert Adair —

1/80 Received 30th November 1756 to be recorded & then recorded in Liber BB No 1
Exd Folio 615 & 616 pr B Bordley Clk Balte County Court —

Proprietary to James Moore Jur } Lease of Gunpowder 200 acres

This Indenture made the 29th day of Septr anno Domini one Thousand seven hundred & fifty six Between Edward Lloyd Esq agent & Receiver General of the Right Honourable the Lord Proprietary of Maryland &c for and on behalf of the said Lord Proprietary of the one part and James Moore Jun of Baltimore County of the other part whereas the said Edward Lloyd is fully authorized and empowered by the said Lord Proprietary to demise set and let any lands within all or any of the said Lord Proprietary's manners in the said Provence of Maryland Now This Indenture Witnesseth that the said Edward Lloyd for and on behalf of the said Lord Proprietary and for and in Consideration of the rents & covenants hereafter mentioned to be paid and performed by the said James Moore Jun hath with the consent and aprobation of his Excellency Horatio Sharpe Esq Govenor of the said Province Testified by his signing & sealing these presents Demised Set and to farm Let and by these presents doth Demise Set and to farm let unto the said James Moore junior all that Tract or parcell of Land being part of his Lordships manner of Gunpowder Beginning at three bounded white oaks standing on a Point of woods between two small branches of Long Green Glade & on the north side of the said Glade and running thence North thirty one degrees East one hundred perches thence north twenty degrees West sixty perches thence North sixty seven degrees west one hundred perches thence South forty two degrees West two hundred seventy two perches thence by a direct Line to the first bounded trees containing two hundred acres of Land all mines of Gold Silver Copper Lead Tin and Iron which shall be found or discovered within the premisses excepted and foreprized To Have and To Hold the demised premisses with the appurtenances and every part thereof excepted as before excepted to the said James Moore Jun his Executors administrators & assigns for and during the natural life of Rezin Moore and for and during the natural life of James Francis Moore and for and during the natural life of Nicholas Ruxton Moore sons of the said James Moore and for and during the natural lifes of all and every of them Yelding & paying all such Tax and Taxes as are already laid & Imposed by act of Assembly on the same land and shall hereafter be laid and imposed thereon by any law or laws that may be baring the continuance of this demise passed and enacted within this province and also yelding & paying therefore yearly & every year during the said Term to the said Lord Proprietary his heirs and successors or to his or their agent or Receiver General for the time being or to such other person who shall be appointed to receive the same at his dwelling house the sum of Forty Shillings Sterling to be paid on the twenty ninth day of September yearly and every year and to build one Good substancial dwelling house thirty foot long and twenty feet

wide with a brick chimney thereto Provided allways that it shall not be lawfull for the said James Moore Jun — Executors or administrators to demise set or assign the Premises or any part thereof without the licence and consent of the said Lord Proprietary under his Lordships hand and seal or the hand & seal of his agent or Receiver General for the time being first had & obtained which Licence shall be on the terms following that is to say that besides the rent hereby reserved the said James Moore Junior his Executors and administrators shall well & truly pay the sum of Four Pounds Sterling for every such licence to assign over as aforesaid which said sum shall likewise be paid by any other assignee and the said James Moore Jun for himself his heirs Executors administrators and assigns doth hereby Covenant and agree to and with the said Lord Proprietary that he the said James Moore Junior his Executors administrators or assigns shall and will within the space & term of five years next ensuing the date of these presents plant on some part of the demised premisses one Orchard of one hundred good apple Trees at the least and the said orchard so be planted within fence carefully Keep secure & preserve so as the same shall not be spoiled or detrimented and when and as often as any of the said trees shall decay or be destroyed by any accident whatsoever others in the place & stead of such as shall be so destroyed to plant Keep & preserve so as that at the experation of the time herein before Limited there shall be and remain the full number of one hundred bearing apple Trees in good order on the demised premisses and the said James Moore Jun doth hereby further Covenant and agree to and with the said Lord Proprietary that such houses & Edifices as he the said James Moore Jun his Executors administrators or assigns shall build and direct on the demised premises shall be kept & preserved in good repair & order & at the experation of the aforsaid term delivered up in good Tenantable repair & order to the said Lord Proprietary or his heirs — Provided always that it shall not be lawfull for the said James Moore Jun his Executors administrators or assigns to Committ any wast or sale of Timber growing on the said land or destroy more thereof than shall be necessary for building or Improving thereon or for clearing Ground for Tillage or other necessary uses for the Premisses and Provided always that if the rent hereby reserved shall be behind and unpaid by the space of thirty days after the expiration of any one year or if the said James Moore Jun his Executors administrators or assigns shall commit any wast or sale of Timber contrary to the tenor of these presents or shall assign or set over the premises without licence first had and obtained as aforesaid that then and from thence forth these presents shall cease determine and be void and the said Lord Proprietary shall and may re-enter and have and enjoy the demised Premisses as of his former Estate any thing in these presents to the contrary notwithstanding In Witness whereof the parties to these presents have interchangeably set their hands and seals the day & year first above written —

Sealed & Delivered in presence } Hor. Sharpe {Seal} Edwd Lloyd {Seal} Jas Moore Jur {Seal}
of Jno Ross —

{On the back of the foregoing & above Lease was this an Indorsment to wit

Be it remembered that James Moore Jun the within Lessee is at present Steward of his Lord manner within mentioned and receiver of the rents thereof at 5 ℘ cent and that in consideration of his service and Diligence not only in securing & receiving the rents but als in preventing any spoil or wast of Timber or intrusion into the soil of the said manner the Right Honourable the Lord Proprietary agrees he shall pay no Rent during his continuance in that Imployment — Edwd Lloyd —

14 Received 2 December 1756 to be recorded (duty paid) and then recorded in Liber BB No 1
Exd Folio 616 and 617 pr B Bordley Clk Baltimore County Court —