the said William Lux and Agnes his wife, who shall appear gratis, in their own proper persons, or by their attorney or attorneys lawfully authorized, and enter into the said warranty and cause and overto warrant the same premises, the common vouchee of the same bound, who shall thereupon appear, and enter into the said warranty, and after imparlance make default, and default in contempt of the bound, so that one or more common recovery or recoveries, shall and may be had and suffered of the said premises with proper judgments, to be thereupon given, and execution awarded according to the course of common recoveries for assurance of lands and tenements in like cases used and accustomed; and it is hereby declared and agreed by and between all the said parties to these presents, that from and after the suffering and perfecting the said recovery or recoveries, as well these presents and the assurance hereby made, as also, the common recovery or recoveries, so as aforesd. or in any other manner, or at any other time or times, had or suffered, or to be had or suffered, by or between the said parties to these presents, or any of them, their or any of their heirs, and all and every other common recovery or recoveries, fines, conveyances and assurances in the law whatsoever, already had, made, levied, suffered or executed; or hereafter to be had, made, levied, suffered or executed, of the said lands, tenements, hereditaments and premises, or any part thereof, by or between the said parties to the presents, or any of them, or wherein to they, or any of them, shall be parties or privies, shall be and ennured, and shall be adjudged, deemed, construed and taken, and are and were meant and intended, and are hereby declared to be and ennure to the recoveree or recoverees in the said recovery or recoveries named, or to be named, and he and they, and his and their heirs, shall stand and be seised of the said lands, tenements hereditaments and premises, and every part thereof, to and for the only proper use use and behoof of the the said William Lux, and his heirs and assigns forever, and to or for no other use, intent or purpose whatsoever. And the said Thomas Jennings and Beale Nicholson do, and each of them doth hereby for himself severally and for his several heirs, executors and administrators, covenant, promise, grant and agree, to and with the said William Lux, his heirs and assigns, that they the said Thomas Jennings and Beale Nicholson, and each or either of them, and their and each or either of their heirs, and all others lawfully claiming or to claim, by from or under, or in trust for them, or either of them; shall and will at all times hereafter at the request, cost and charges of the said William Lux his heirs, executors administrators or assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, unto the said William Lux, his heirs and assigns, for the further and better assuring and conveying the said several tenements hereditaments and premises, unto the said William Lux, his heirs and assigns forever, be the same by fine or fines, common recovery or recoveries, deed or deeds, enrolled or not enrolled, by any other ways or means whatsoever, as by the said William Lux his heirs or assigns or his or their counsel learned in the law, shall be devised, advised or required, so as in such further conveyance there be not contained any further warranty than

is herein contained. In witness whereof, the said parties to these presents have hereto interchangeably set their hands and seals, the day and year first above written.

On the back of the foregoing deed, was thus endorsed Viz.

Signed sealed and delivered in the presence of us,
John Jones, Elizth Jennings.

Wellm (Seal) Lux
Agnes (Seal) Lux
Thomas (Seal) Jennings
Beale (Seal) Nicholson

April 12th 1750. came before me, the Subscriber, one of his Lordship's Justices of the Provincial Court the within named William Lux, Thomas Jennings and Beale Nicholson, and severally acknowledged the within deed or instrument of writing to be their several act and deed, to and for the uses within mentioned respectively: then came also before me, the within named Agnes Lux, wife of the said William Lux, and being by me examined out of the hearing of her said husband, did acknowledge the within instrument of writing to be her act and deed, according to the true intent and meaning thereof, and she did then also declare that she executed the same, and thereby released and conveyed her right, to the estate in the within mentioned lands and appurtenances, to the uses and purposes within mentioned voluntarily and freely and of her own accord, without any threats or other compulsory means from her said husband, or fear of his displeasure. Jno. Brice

14th April 1750 Received for the use of the right Honorable the Lord Baltimore forty two shillings and three pence sterling, being for the alienation fine of the within 105 7/8 acres, as also one penny sterling, for the alienation fine of one lot or a acre of land. Benjn Tasker

Mr Burdus. record this lease and release in the provincial land records for safe keeping. Vrs B. Nicholson.

Recorded April 13th 1750. And also offered in evidence as proof of said deeds of lease and release, by William Gibson a competent witness in the cause, that he was well acquainted with the hand writing of the said William Lux, one of the said parties to said deeds having frequently seen him write, and that he believed that the to the said deeds of the name of William Lux, was in the proper hand writing of the said William Lux, but that he did not know the hand writing of the other parties thereto. They also proved by the same Witness, that he had also heard and understood that many years ago there was a Clerk in the land office by the name of Jennings. The Plaintiff further gave in evidence by Thomas Jennings, Esq, a competent witness in the cause, that he went to the City of Annapolis to live when he was a child, and lived there many years, and that he had heard and understood that many years ago there lived there a Clerk of the land office named Jennings - And the Plaintiff also gave in evidence by John Dorsey Esq. that he had also heard and understood, that there was a Clerk many years ago in the land office named Jennings, and the plaintiff further gave in evidence the ancient appearance of the said Deeds, in proof of their authenticity. And the plaintiff also gave in evidence, that the name Agnes Lux, signed to the said deeds, was the proper hand writing of the said Agnes, the wife. the wife of the said William. Whereupon the Defendants, by their counsel, on the evidence contained in the next preceeding exception and in this, prayed the Court for their opinion and direction - 1. That the evidence aforesaid is not sufficient to show that the said William Lux was seised in fee of the