premises and to every or any part thereof in the name of the whole wholly to Reenter and the same as in his or their former Estate to repossess and have again And the said Elisha Tyson his heirs Executors Administrators and Assigns and all others thereout and from thence utterly to expel put out and remove this Indenture or any thing herein contained to the contrary thereof in any wise Notwithstanding And it is hereby covenanted and agreed by and between the said Elisha Tyson his Executors Administrators and Assigns and the said Richard Moale his heirs Executors Administrators and Assigns that if the said Bounds lines courses and distances should contain more than Six Acres and six tenths of an Acre that then and in such case the said Elisha Tyson his heirs Executors Administrators and Assigns shall and will pay unto the said Richard Moale his Executors Administrators and Assigns for such surplusage according to and at the rate of Three pounds sterling per acre or if less should be included therein then the said Richard Moale his heirs Executors or Administrators and Assigns shall and will make a discount to the said Elisha Tyson his heirs Executors Administrators and Assigns according to such deficiency.

Elisha Tyson (Seal)
R. Moale — (Seal)

Sealed and delivered in the presence of
Andrew Weisenthall. Erasmus Uhler.

Baltimore County Ss. On the 8th day of June 1782. Came before us two Justices of the peace for the County aforesaid Richard Moale and Elisha Tyson the parties to the within Indenture who severally acknowledged the same to be their Act and Deed for the uses and purposes therein mentioned In Witness whereof we have hereunto set our hands the day and Year aforesaid.

George Lindenberger
Benjamin Rogers

On the back of which Indenture is thus Written.
Received to be Recorded the 19th day of October 1782 same day Recorded among the Recordeds of Baltimore County Court Liber W.G. No. K folio 384 &c. and Examined pr

W. Gibson Clk

And the said Elisha Tyson now here also cometh by Richard Ridgely his Attorney and a certain Joseph Anderson now here also cometh into Court in his proper person and undertakes and becomes pledge and bail for the said Elisha Tyson that if it shall happen that the said Elisha Tyson at the suit of the said John Moale in the plea aforesaid shall be convicted then the said Joseph Anderson doth grant that all such damages costs and charges which to the said John Moale in this part shall be adjudged of his Lands and Chattles shall be made to and for the use of the said John Moale to be levied if it shall happen that the said Elisha Tyson the damages Costs and Charges aforesaid to the said John Moale

shall,

shall not pay or his body to the prison and Custody of the Sheriff of Baltimore County aforesaid on that occasion render.

And the said Elisha Tyson by his said Attorney defends the force and injury when and so forth and prays leave to imparle here until the Monday before the first tuesday in March next and he hath it and the same day is given to the said John Moale and so forth.

At which said Monday before the first tuesday in March that is to say the Monday before the first tuesday in March in the Year of our Lord one thousand seven hundred and eighty seven cometh the parties aforesaid by their Attornies aforesaid and the said Elisha Tyson by his said Attorney defends the force and injury when and so forth and prays leave to impark untill the Monday before the first tuesday in August next and he hath it and the same day is given to the said John Moale &c.

At which said Monday before the first tuesday of August cometh the parties aforesaid by their Attornies aforesaid and the said Elisha Tyson by his said Attorney prays further leave to imparl here untill Monday before the first tuesday in November next and he hath it and the same day is given to the said John Moale and so forth.

And now here at this day towit the said Monday before the first tuesday in November in the Year of our Lord One thousand seven hundred and eighty seven cometh the parties aforesaid by their Attornies aforesaid And the said Elisha Tyson by Richard Ridgely his Attorney comes and defends the force and injury when and so forth And saith that the said John ought not to have or maintain his action aforesaid thereof against him because he says that after the said demise of the Lands and premises by the Indenture aforesaid by the said Richard in his life time to the said Elisha as is aforesaid made and before made and before the said Rent of Twenty pounds and eleven shillings Sterling by the declaration aforesaid above demanded or any part thereof became due or in arrear towit on the twenty fourth day of December in the Year seventeen hundred and eighty two at Baltimore County aforesaid the same Elisha by Indenture duly Executed acknowledged and Recorded according to Law Assigned all his Interest Estate and term of Years of and in the Lands and premises aforesaid with the Appurtenances to him as aforesaid demised to one Alexander Woodrop Davey by virtue of which said Assignment the same Alexander was of the Lands and premises aforesaid for the residue of the term aforesaid possessed whereof the said Richard Moale in his life time afterwards and before any part of the rent above demanded became due towit on the twenty fourth day of December seventeen hundred and eighty two at Baltimore County aforesaid had Notice and thereupon the said Alexander Woodrop Davey afterwards towit on the first day of April seventeen hundred and eighty five at the County aforesaid paid to the said Richard in his life time the sum of Twenty pounds eleven shillings sterling Money for the Rent reserved and then in arrear due and payable for the Lands and premises aforesaid by virtue of the demise aforesaid for one Years Rent ended on the said first

day