Administrators and assigns did by the said Indenture covenant and agree to and with the said Thomas Jones, that he the said Thomas Jones and his assigns the aforesaid Demised Lotts of Land and premises with their appurtenances for and during the said Term of ninety nine years should quietly and peaceably have and possess, use, occupy & enjoy, as by the said Indenture of Lease will more fully appear: - By virtue of which aforesaid Demise, the said Thomas Jones afterwards, to wit, on the twenty ninth day of July in the year of our Lord one thousand seven hundred and eighty three, the Premises, demised to him as aforesaid, the said Thomas Jones by his certain Deed of assignment thereof made between him the said Thomas Jones and the said Thomas Hollingsworth and Samuel Hollingsworth bearing date on the said twenty ninth day of July in the year aforesaid at Baltimore County aforesaid between him the said Thomas Jones and the said Thomas Hollingsworth and Samuel Hollingsworth by the name of Thomas and Samuel Hollingsworth of Baltimore Town which said Deed of assignment the said Thomas Hollingsworth and Samuel Hollingsworth brought here into Court, whose date is on the day and year last aforesaid at the County aforesaid; The said Thomas Jones for the consideration therein mentioned did assign, transfer & set over unto the said Thomas Hollingsworth and Samuel Hollingsworth all his the said Thomas Jones's Estate, right, title, Interest, claim, property and Demand, which he the said Thomas Jones then had, or any Estate, right title, Interest, claim, property and Demand which the said Thomas Jones thereafter might have of in and to the Indenture of Lease aforesaid made between him the said Thomas Jones and the said William Fell in his life time and to the premises therein Demised as also all the messuages, Tenements, and Hereditaments & premises therein mentioned to be demised to him the said Thomas Jones; Subject Nevertheless to the Covenants & rents mentioned in the said Indenture of Lease to him the said Thomas Jones, as by the said Deed of assignment amongst other things will more fully and at large appear; and the said Thomas and Samuel Hollingsworth ever since the said assignment of the said Demised premises, had hitherto performed, fulfilled and kept all and singular the covenants and agreements specified in the said Indenture of Lease so as

(aforesaid)



aforesaid made between the said Thomas Jones and the said William Fell in his life time) specified in the said Indenture of Lease, so as aforesaid made to the said Thomas Jones, on their the said Thomas Hollingsworth and Samuel Hollingsworth part as assignees to be performed, fulfilled & kept, according to the force, form & Effect of the said Indenture of Lease, so as aforesaid made by the said Thomas Jones and the said William Fell in his life time, to wit, at Baltimore County aforesaid, alleging also that the said William Fell in his life time, nor the said William Moore and the said Thomas Kell in the life time of the said Thomas Kell since the death of the said William Fell, or the said William Moore since the death of the said Thomas Kell and the said William Fell, or either of them have not performed, fulfilled or kept any of the matters, covenants and agreements above specified in the said Indenture of Lease as aforesaid made between the said Thomas Jones and the said William Fell in his life time on the part and behalf of him the said William Fell to be performed, fulfilled and kept, according to the force form and effect of the said Indenture of Lease, so as aforesaid in that behalf made between the said Thomas Jones and the said William Fell in his life time at the time of making of which said Indenture of Lease so as aforesaid between the said Thomas Jones and the said William Fell in his life time, and at the time that the Estate & Interest in the said Demised premises by the said Indenture of Lease so as aforesaid made, according to the true intent and meaning of the parties thereunto and agreeably to the tenor of the said Indenture ought by the said Deed to have been vested in the said Thomas Jones, and the said Thomas and Samuel Hollingsworth as assignees of the said Thomas Jones for the term aforesaid: And the said Thomas and Samuel Hollingsworth in fact aver and say'd, that the said William Fell in his life time to wit, on the day of the making of the said Indenture of Lease so as aforesaid made between the said Thomas Jones and the said William Fell in his life time, had no legal right to lease, Demise and to Farm let the premises in the said Indenture of Lease made, between them the said Thomas Jones and the said William Fell in his life time, as the Covenants and agreements of the said William Fell in the said Indenture in that behalf made, specifies, and to give the said Thomas Jones the occupation and quiet enjoyment of the same; Because the said Thomas and Samuel

(Hollingsworth,