The condicion of this obligacion is such that if the above bounden James Clayland his heires, executors or administrators shall for his and their parte well truely and duely observe fulfill keepe and performe all and singuler the covenants grauntes articles and agreements which on his part and behalfe the said James Clayland are to be kept observed performed fulfilled by and by the Contents whereof bearing date the day of the date of the same made between the said James Clayland of the one part and the above named Thomas Martyn parte of the other part according to the true intent and meaning hereof that then this obligacion to be void and of noe effect or else to remaine in the full power force and vertue

Now whereas this day to wit the twentieth day of March in the [illegible] yeare of the Dominion of Charles the Second Anno Dni 1683 the said Thomas Martyn by his attorney did offer himselfe against the said James Clayland in the plea aforesaid, whereas the said James Clayland came not but made default, wherefore the said Thomas Martyn demanded against the said James Clayland the debt aforesaid, it is therefore considered by the Court that the said Thomas Martyn recover against the said James Clayland the debt aforesaid, and also twenty shillings for costes of suite and damages by him sustained in occasion of the detaining of the said debt, and the said defendant in mercy &c —

Thomas Martin ag William Stebbend

Maryland ss. William Stebbend the elder late of Dorchester County yeoman attached to answer unto Thomas Martin in a plea wherefore he the said William forced and drawne out the messuage or tenement and one hundred acres of land in Great Chaplands in Dorchester County called the Maidens Lott whereof Lorenzo and Katherine his wife did seise to the said Thomas Martin for a term of years which is not yet past and him from the possession thereof did eject and other harmes to him did to the great damage of the said Thomas and contrary to the peace &c.

And whereupon the said Thomas Martin by Robert Carbis his attorney say he that whereas the said Lorenzo and Katherine his wife the twentieth day of September in the yeare of our Lord 1680 in the County of Dorchester did seise the said messuage and landes with the appurtenances to have and to hold to the said Thomas Martyn and his assigns from the said 29. day of September untill the full and entire term of fifteen years from thence next ensuing fully to be complete and ended by virtue of which said grant the said Thomas Martyn entred into the messuage and land aforesaid with the appurtenances and was in possession thereof and being so thereof possessed afterwards to wit the twentieth day of October 1680 aforesaid the said William Stebbend into the messuage and land aforesaid which the said Lorenzo and Katherine his wife in form aforesaid demised for the term aforesaid being in possession thereof did eject and other harmes to him did to the great damage of the said Thomas and against the peace &c. whereupon he saith he is damnified 20000 lb of tobacco and therefore upon his faith he prayes judgment &c.

Plea &c. Jno. Doe

Rob. Carbis

And the said defendant by Griffith Jones his attorney comes and defends the force and injury when &c. and for plea saith that he the said defendant is not guilty of the said trespass and ejectment in the said plaintiffs declaration set forth and thereof prayed it may be inquired of by the Country — Jenys for Defendant

And he prays likewise the Bursell

The 28. day of June 1683 Came Thomas Martin late of Lowland Cottage and Sotna his by Robert Carbis their Attorney plaintiff and William Stebbend Senr. by Griffith Jones his Attorney defendant and the Issue standing at Issue and for trayall thereof put out Court Thomas Overton and Jno. Hutchinson Gentlemen to whom order Thomas Junkson Senr. and Jno. Hutchinson made returne as followeth — To the honble. the Court of the provinciall Court —

Wee Jurors being by vertue of an order of the provinciall Court dated the 28. day of June at the suite of Lowland Cottage of Talbot County impannelled and sworne by the sheriffe of Dorchester County to enquire of the bounds of a tract of land formerly purchased for one hundred and of quite Contract called Grove lying in Dorchester County on the southside of Great Choptank River did goe upon the said land purchased for Keeping with Thomas Junkson purchaser of Dorchester County whom by the said order was impowered to direct the said tract and after the examination of severall witnesses of whom wee could possibly procure the first bounded tree of the said Keeping land which upon at first was begun at a stump point at the mouth of a Cove before the dwelling house of William Stebbend which Cove runes out of Choptank River and having meandred Stabbing two perches down the River side doth ramble to an oake standing upon a cliff very plainly representing the place where the western most bounds tree of the said land purchased for Keeping is described to stand from which oake the barke and sapp was rubbed off. And there came William Stebbend Junior son of Dorchester County Gent and the Thomas Junkson Senr. of Dorchester County Gent and made oath that some time within two years last past (and a little before) an arbitration to be made between the said Lowland Cottage and William Stebbend Senr. of Dorchester County about the bounds of the tract of Keeping land which at one time saw that same oake marked with the purchasers marke and an old bound tree at another time within three days after they saw that same oake rubbed and the barke cut off and the letters cut out distinctly and John Flood being examined declared upon oath that he saw that same oake to have been marked with two notches and a purchasers marke and also to have been by William Ford sworn to him for the first marked tree of Thorne which upon the Jury supposing it to be the westernmost bounded tree of the land purchased for Keeping measured from that oake South West one hundred and twenty perches from the end of the line measured South East one hundred perches and from the end of that measured North East three hundred and twenty perches and ranged directly to the west side of Keeping Creeke on the upper side of the aforesaid Creeke by William Stebbend Senior, which in the pattent of Keeping land it is expected that the first bounded tree the work ought to stand yet being after wards or the part of William Stebbend that some time formerly there was a bounded tree near that place and having likewise found a marked oake on a parcell of land laid out for Clement Strong which stands in a line drawne North South west from the aforementioned place and is in the certificate the cross expect to run south west from bounding quite and parrallell to Keeping land from the first marked tree the cross of the pattent for by those and other good informations of the said Surveyor and the said sheriffe and by those and other good informations we the said Jurors do certifie that the said tract of land purchased for Keeping doth undoubtedly begin at the west side of the mouth of Keeping Creeke on a broad point between the William Stebbend point and Keeping Creeke and from thence runes North west down the River one hundred perches to a marked oake standing above a cliff by the River side and from thence runes south west three hundred and twenty perches into the woods and from the end of that south west line runes South East one hundred perches and from the end of that South East line runes North East to the said beginning as by a platt hereof may more plainly appeare which we conceive the bounds of the other parcell of land called Thorne which is expected to begin at the westernmost bounded tree of Keeping land and to runne down the River North west three hundred perches to a marked oake by a Cove there runs out three hundred perches down the River and by South westerly North west but found no such bounded oake tree nor any place resembling the first marked tree at the end of three hundred perches