and Ended Yielding and paying therefore unto the Said Henry Wharton his
heirs and Assigns the Yearly rent or Sum of four hundred pounds of good
Sound Merchantable Leaf Tob.o & Cask Convent upon the Ten.th day of
December yearly dureing the said time of Nine Years at the Dwelling house
of the said Henry Wharton Situate in Lewis Kent and the said Henry
Tanner for himself his heirs Ex.rs & Adm.rs did by the said Indenture Cov.t
promise and Grant to and with the said Henry Wharton his heirs and
Assigns that he the said Henry Tanner should and would well and truly
pay or Cause to be p.d unto the said Henry Wharton for and dureing the
said Term of Nine Years the Yearly rent of four hundred p.ds of good
Sound Merchantable Leaf Tobacco and Cask Convent in Manner and
forme as is above Expressed provided always and Nevertheless that if the
said Yearly rent of four hundred pounds of Tobacco should be behind and unp.d
by the Space of thirty days after demand thereof should be lawfully made it
should and might be lawfull to and for the said Henry Wharton his heirs or
Assigns to Reenter upon the said premisses or any part thereof in name of the
whole and the same to have again retain enjoy and Injoy as in his or their
first and former Estate and Item the said Henry Tanner doth Covenant and Grant
Utterly to Expell and Remove anything in the same deed Contained to the Contrary
thereof in any wise Notwithstanding; and also that he the said Henry Tanner
should have Liberty to Entertain one Freeman in his dwelling house dureing
the said Term of Nine Years and two or more Serv.ts if he should be minded to
purchase the same without the Let hindrance or Molestation of him the
said Henry Wharton his heirs or Assigns. And Likewise that he the said
Henry Tanner should have Liberty to Fell and Cut down dureing the said Term
of Nine Years not making any waste any timber or timber trees for the
necessary building and repairs fencing Cask or otherwise upon the said
plantation for the use of the said plantation and not for any other use and
in Case there should be no timber upon the said premisses it should and might be
lawfull to and for the said Henry Tanner to Fell and Cut down any timber or
timber trees upon any other part of the said Lewis Kent Convent and under the
said tract of Land whereon the said Henry Tanner did then dwell and
Moreover that he the said Tanner should and would keep the dwelling
house and all other Houses built or to be built on any of the said premisses
in good and tenantable repair dureing the said term of Nine Years and
further that he the said Henry Tanner should in the first two years of the
said term of Nine Years upon some Convenient place upon the said tract
or parcell of Land plant two hundred good apple trees duely fenced distance
every way and keep the same well fenced in dureing the said term of
Nine Years and plant other in the room of such as should decay or be
Spoiled and that the said Henry Tanner should not Sell Assigne or make
over the said Lease or any part or parcell of the premisses therein recited
unto any person or persons whatsoever without the Licence and Consent in
writeing of the said Henry Wharton first had and Obtained And Lastly the said
Henry

Henry Wharton for himself his heirs Ex.rs and Adm.rs the Covenant promised
Grant to and with the said Henry Tanner his heirs Ex.rs and Adm.rs that he the said
Henry Tanner paying the rent and performing the Covenants in the said Deed
Expressed should and might peaceably and quietly have hold use Occupy
possess and Enjoy the said tract or parcell of Land above mentioned and
appurtenances for and dureing the Term of Nine Years without the Let hindrance
or Molestation of him the said Henry Wharton his heirs or Assigns or any
Claiming or to Claim by from or under him them or any of them as by the
said Indenture may more fully appear And the said Henry Wharton for him
Say that the said Henry Tanner by Vertue of the demise and in the said Indenture
above mentioned in the Tenements and with the appurtenances above by him
Indenture aforesaid Entered and was Seized of the said during the Term as
in the Indenture of above mentioned and the same Henry Wharton well
and truly performed fulfilled and kept all and singular the Covenants grants and
agreements in the Indenture aforesaid above Specifyed on the part of him the said Henry to
be performed fulfilled and kept according to the form due Effect of that Indenture
notwithstanding Nevertheless that the said Henry Tanner hath not performed or fulfilled
any thing in the Indenture aforesaid Contained on his part as aforesaid Henry Tanner hath
performed and fulfilled in fact the same Henry Wharton Says that three thousand
six hundred pound of Tobacco the rent aforesaid for the whole term of Nine Years of
finding the feast day of St Michaell the Archangell in the Year of our Lord 1709
at the same feast to the said Henry Wharton were in Arrear and Retremain
unpaid and that within the first two years of the term aforesaid after the Commencement
of the said Indenture of Lease the two hundred apple trees aforesaid were not planted or
the same well fenced or supported by planting others in the room of such as
were decayed or spoiled and the said Henry Tanner although often required his
Covenants aforesaid the said Henry Wharton hath not kept but hath broaken
them to him to hold Always hath refused and still doth refuse to the damage
of him the said Henry Wharton fifty pounds Sterl and therefore he brings his
Suit &c.

Injoyed by Jury Dec.d Cur.

And the said Henry Tanner by Wm Peden his Attny comes and defends
the force and Injury when &c and prays Leave to Imparle thereunto until next Court
and he hath it and the same day is given to the pl.ff also -

At which said next Court to wit the 10.th day of April Anno Dom.i 1711 Comes again
as well the said pl.ff by his Attny as the said Defendant by his Attny and
the Defft by his said Attny prays further Leave to Imparle thereunto until next
Court and he hath it and the same day is given to the pl.ff also -

At which said next Court to wit the 17.th day of July Anno Dom.i 1711 Comes
again as well the pl.ff by his Attny as the said Defft by his Attny said and the
said Defft by his said Attny prays further Leave to Imparle thereunto until
next Court and he hath it and the same day is given to the pl.ff also -

At which said next Court to wit the 1.st day of October Anno Dom.i 1711 Comes
again