Said James Horsley being so thereof possessed the afs Thomas Sutrider afterwards
to wit the fifteenth day of August afs in the year of our Lord one
thousand seven hundred and thirteen afs with force and armes &c into the
afs Parcell of Land with the appurtenances which the afs James Howard
to the said James Horsely in form afd demised for the term afs not yet Exd
Entred and him from the same afs ousted and other wrongs to him did to
the great damage of the said James Horsley and against the Peace &c Whereupon
the said James Horsley saith he is damnified and hath lost to the value
of two hundred pounds Sterl and therefore he brings Suit &c

To which foregoing Declaration was annext the following rule Viz:—

Unless the tenants in possession of the Land and premises in this Decl or they
or either under whome they claime doe at the next prov Court to be
held at Annapolis the second tuesday of Aprill appear to this Decl and make
him his or themselves defendts thereto and by rule of Court Confess the Lease
Entry and ouster and insist on the title only pleade only the Gen issue in this
Decl with Costs Judgmt to pass agt him by default and Possn of the
premises will be delivd accordingly to pltf &c and you turned out of possn

Sam: Young Thos Sutrider
26th Feby 1714

To David Evans Andrew Foy
Rob: Phillips and Jno Hewit
tents in Possn of the Land and Premises
in this Decl mentioned Greet

At which said second tuesday of Aprill to wit the 12 day of the same
month Anno Domi 1715 Comes into Court a Certain Henry Lowe Sheriff of St Marys
County and makes oath that he delivered a Copy of the Decl in this Action to
one of the tents in this Action, and that Robt Phillips one of the Defts there
him that he delivered to the rest of the tents in this action a Copy of the Decl in
the said action — And thereupon the Pltf by his Attorney aforesaid Comes
prays that the defts the tents in Possn or the person under or whome they
Claime to his Decl as may Answer but the said Thomas Sutrider not
David Evans, Andrew Foy Robert Phillips and Jno Hewit nor any other for
or offend in whatsoever do not appear to the Decl as according to the Rules
but makes default — It is therefore considered by the Justices here
the 12th day of Aprill Anno Domi 1715 afs that the said James Horsley
Lessee of the said James Bowles recover agt the said Thomas Sutrider
his term to come and unexpired of in and unto the afs Land and Premises
parcel of Land being part of Resurrection manor Containing one thousand
and afs with the appurtenances thereunto belonging afs and that he
have Seizen of his Possn agt the said Thomas Sutrider and that the said
Deft be taken &c

Henry Coharton — Middlesex Sc: Be it remembred that on tuesday the 12th day of April
Henry Sanner — in the year of our Lord one thousand seven hundred and fifteen came before
our Sovereign Lord George by the Grace of God of Great Britain France
Maryland &c: George by the Grace of Great Britain —

France and Ireland King defender of the Faith &c to the Sheriff of Charles County
Greeting Whereas at our prov Court held at Annapolis for the province of
Maryland on the 13th day of July Last before the Honble Henry Holland Esqr
and his Associates then Justices of the said Court a certain Henry Coharton Esqr
had sued and impleaded a certain Henry Sanner of Charles County Cooper alias
alias called Henry Sanner of the same County and province Cooper that whereas
by certain Indentures made at Charles County in this province aforesd the
twentieth day of July in the year of our Lord one thousand seven hundred
between the said Henry Coharton by the name of Henry Coharton of Prince
Neck in Charles County in the province of Maryland Esqr of the one part
and the afd Henry Sanner by the name of Henry Sanner of the same County
Province Cooper of the other part which other part with the Seale of the
said Henry Sanner signed the afd Henry Coharton thereunto Court brought
whose deed was the same day & year did witness that the said Henry Coharton
for and in Consid: of the rent Covenants and Agreements on the tenants part to be
paid performed fulfilled and kept and for other Lawfull Consid:
him the said Henry Coharton thereunto moveing especially did demise grant and to
farm let and by the said deed did demise grant & to farm let unto the said
Henry Sanner one half of that Neck of Land called the Indian Field
belonging to Lewis Neck afs containing fifty acres of land more or less
which on Patrick Allany deed Lately did divide & Sever likely to Sever
as much more Land upwards from the same Plantation towards Lewis's
neck as he should Convey not exceeding fifty acres more, to have and
to hold the said tract or parcell of Land called the Indians Field afs to
him the said Henry Sanner from the feast of St Michael the Archangel
next Ensueing the date of the said Indentures unto the full End and
term of Nine years from thence next Ensueing and fully to be Compleat and
Ended, yielding and paying therefore unto the said Henry Coharton his heirs
and assigns the yearly rent of Summ of four hundred pounds of good sound
Merchantable Leaf Tobacco and Cask Convent upon the tenth day of
December yearly dureing the said time of Nine years at the dwelling
howse of the said Henry Coharton Situate in Lewis's neck afs, And the
said Henry Sanner for himself his heirs Exrs and admrs did by the said
Indenture Covenant promise and Grant to and with the said Henry Coharton
his heirs and assigns that he the said Henry Sanner his heirs and should truly
truly pay or Cause to be paid unto the said Henry Coharton for and during
the said term of nine years the said yearly rent of four hundred pounds of good
sound Merchantable Leaf tobacco and Caske 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 unpaid by the space of
thirty days after demanded more or should be lawfully made it should and might
be lawfull to and for the said Henry Coharton his heirs or assigns to reenter
upon the said premises or any part thereof in the name of the whole and the same
to have again retain repossess and enjoy as in his or their first and former Estate
and him the said Henry Sanner thereout and thence from utterly to expell and amove

(Carry)