any thing in the same deed Contained to the Contrary thereof in anywise
notwithstanding and also that he the said Henry Sanner should have
Liberty to Entertaine one freeman in his dwelling house during his
said term of nine years and two or more Servants if he should be minded
to purchase the same without the Let hindrance or Molestation of the
said Henry Atherton his heirs or Assigns And likewise that he the said
Henry Sanner should have Liberty to Cut down dureing the said term of
nine years not making any Waste of any timber or timber trees for
necessary building and repairs fencing Casle 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 premises it should and
might be lawfull to & for the said Henry Sanner to Cut and Cut downe any
timber or timber trees upon any other part of the said Lords Mark Common
and near the said tract of Land whereon the said Henry Sanner did then
dwell and moreover that he the said Henry Sanner should and would keep
dwelling house and all other house Built or to be Built on any of the
premises in good and tennantable repair dureing the said term of nine
years - And further that he the said Henry Sanner should in the first
two years of the said term of nine years upon some Convenient place
upon the said tract or parcel of Land plant two hundred good apple trees
twenty foot distant every way and keep the same well fenced in
dureing the term of nine years and plant other in the rooms of
such as should decay or be spoiled And that the said Henry Sanner should
not sell assigne or make over the said lease or any part or parcell of the
premises thereon vested to any person or persons whatsoever without
Lycense and Consent in writeing of the said Henry Atherton first had and
obtained - And lastly the said Henry Atherton for himself his heirs
Exrs and admrs did Covenant promise and grant to and with the said Henry
Sanner his heirs Exrs and admrs that he the said Henry Sanner 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 with the appurtenances
for and dureing the terme of nine years without the Let hindrance or
Molestation of him the said Henry Sanner his heirs or Assigns or any
Claiming or to Claime by from or under him them or any of them
as by the same Indre might more fully appear, And the same Henry
Atherton further said that the said Henry Sanner by Vertue of the
demise aforesaid in the said Indenture in the tenour & the appurtenances
above by the Indenture aforesaid demised Entred and was thereof possessed
dureing the term aforesaid in the Indre aforementioned and the the
same Henry Atherton well & truly performed fulfilled and kept all &
singular Covenants and agreemts in the Indre aforespecifyed on
the part of him the said Henry to be performed fulfilled and kept according
to the true and Effect of the said Indenture Nevertheless the said
Henry Sanner hath not performed or fulfilled any thing in the Indre aforesaid

(Contained)

Contained of the part of the said Henry Sanner to be performed and fulfilled, in said
the same Henry Atherton said that three thousand six hundred pounds of Tob° the
rent aforesaid for the whole term of nine years aforesaid the first day of 8br Next
the Antecedent in the year of our Lord one thousand seven hundred and nine
at the same feast to the said Henry Atherton was in Arrear and still remains
unpaid and that within the first two years of the term aforesaid after the Commencement
of the Indre of Lease aforesaid two hundred apple trees aforesaid the said Indenture
on some Convenient place of the said tract or parcell of land were not planted or
same were ended or supplied by planting others in the room of such as
were decayed or spoiled and so the same Henry Sanner altho' often required
his Covenants aforesaid of the said Henry Atherton had not kept but had broke
and them to him to hold always had refused and thereto refuse to the damage
of him the said Henry Atherton fifty pounds sterling and therefore he brought
that suit &c - It was therefore so farr proceeded in our said Court that the said
Henry Atherton his damages by occasion of the premises aforesaid the said
Henry Sanner ought to recover, Wch because it is unknown
to our said Justices what damages the said Henry Atherton has sustained
by occasion of the premises aforesaid We Command you that by the Oaths of Twelve
good and lawfull men of your Bailywick or County you diligently Enquire
what damages the said Henry Atherton has sustained by occasion of the
Premises aforesaid besides his Costs and Charges and Charges by him about his
suit in this behalf laid out and Expended and that the Inquisition thereof
thereof you shall take to our Justices of our prov^d Court to be held at Annap
the second tuesday of April next under your hand and Seale and the hands
and Seals of those by whose oaths you make the same Inquisition y^u
make appear and there of fail not at your Peril and have you then there
this writt Witness Edmund Jenings Esq^r Chief Justice of our said Court the 25th
day of Sept^r in the first year of our reign Anno Dom^i 1714

Jo Bordley Cl

At which said second Tuesday of April to wit the 12th day of
the same month Anno Dom^i 1715 thirty the day of the return of the
said writt Comes the said Henry Atherton by Worthington Brooke his Attorney
and the Sheriff of Charles County to whom the aforegoing writt was
directed Comes and makes Return thereof to Court here
Endorsed Indorsed on the same writt in these words Viz^t — The Execution of this writt
appears in the Inquisition thereto annexed

Which Inquisition mentioned in the return aforesaid follows in these words Viz^t — Rob Harrison Sher

Charles County - Inquisition Indented and taken at Nanjemy in Charles County aforesaid
the 8th day of Feb^y Anno Dom^i 1714 before me Rob^t Harrison Gent^r Sheriff of
aforesaid County by Vertue of a writt of our Sovereign Lord the King
to me directed and to this Inquisition annexed by the oaths of Stephen Lomax
John Allen John Craxson Thomas Wright Rob^t Sanders Jo^n George Dryden, Edw^d
Gray Humphrey Posey Jn^o Posey Stephen Britt, James Gray & Henry Brett, who

(Say)