the Justices of the Provincial Court at Annapolis the third Tuesday of October next or before
the Justices appointed to take the Assizes in his County if they shall before that time to wit on
Friday the Seventeenth day of September next to the County Court house in the said County Cum Exonerac in form &c

Afterwards the Process continued between the Parties aforesaid on the plea aforesaid in form
aforesaid until the third Tuesday of October next until before the Justices of his Lordship the Lord Baron
to take the Assizes in the said County assigned on Friday the Seventeenth day of September next
to the County Court house in the said County Should Come

And now here at this day to wit the Eighteenth day of October Anno Domini 1726 Comes
again before the Justices of the Provinciale Court here as well the said John Seager by his
Attorney aforesaid as the said John Biggs by his Attorney aforesaid, But the Sheriff hath not sent his writt,
and thereupon, on the motion of the plaintiff by his Attorney the Returns of late made on the former warrant
had in this Cause is Rejected and it is Ordered by the Court here, that new Warrant of Resurvey issue
returnable to Charles County, a Surveyor directed to Major Robt Hanson Surveyor Charles County and to the
Sheriff of St Mary's County, like by order of this Court here at the Charge of the plaintiff by his Attorney
the Triale of the issue aforesaid, is ordered to be had in the County of Charles, and thereupon Command
is given to the Sheriff of Charles County that he Cause to Come before the Justices of the
Provinciale Court at Annapolis the third Tuesday of May next or before the Justices appointed to
take the Assizes in his County, if they shall before that time to wit on Monday the twenty fourth
day of April next to the County Court house in the said County Cum Exonerac in form aforesaid

Afterwards the process continued between the parties aforesaid on the plea aforesaid in form
aforesaid until the third Tuesday of May next until before the Justices of his Lordship the Lord Baron to
take the Assizes in the said County assigned on Monday the Twenty fourth day of April next to the
County Court house in the said County Should Come

And now here at this day to wit the said third Tuesday of May being the 16th day of the same
month Anno Domini 1727 Comes again into his Lordships Prov Court here as well the said plaintiff as
the said Defendant by their Attorneys aforesaid the Justices of Assizes before whom &c Doth here
Record as follows — Afterwards to wit at the Day & place last mentioned before Thos Addison
Esqr one of his Lordships Justices of the Prov Court of the province aforesaid and John Smith Esqr
other of his Lordships Justices of the said Court Assigned to take the Assizes in Charles County
According to the Form of the Statute came the within John Seager by Edmund Jennings his attorney
and the said John Biggs by Edmund Jennings his Attorney and the Jurors of that Jury whose Names to
above made being called Dilpowers Comes to wit, John Manning, John Chandler, Barton Smoot,
Ignatius Duckett, Mathew Stone, John Maddox, John Gwinn, Charles Musgrove, Thos Hamis, William
Stone Junr, Richard Smith, and Samll Turner, who being duly Elected tryed and Sworn to say the
Truth in the premisses upon their Oaths do say that the said John Biggs is Guilty of the Trespass
aforesaid as the plaintiff above against him hath Complained and do Assess the Damages of plaintiff to the sum
of Fifteen pounds Current money besides the Costs of Suit

Therefore it is Considered by the Justices here the Day & year last mentioned
that the said John Seager recover against the said John Biggs as well the sum of fifteen pounds Current
money his Damages aforesaid by the Jurors aforesaid in form aforesaid assessed as also the sum of
pounds of Tobacco by the Court here Adjudged unto him for his Costs
5521 and Charges by him about his Suit in this behalf laid out & expended & the defendant in
mercy &c

Pl: Daniel Bryon
vs
Def: Bryor Smalewood } Charles County ss

Be it Remembred that heretofore
to wit the 18th Day of May Anno Domini 1725: Bryor Smalewood of Charles County planter therein
called Bryor Smalewood of Charles County in the Province of Maryland Gent was attached to Answer
unto Daniel Bryor of a plea that he keep to him the Covenants between them made according
to the force form & effect of certain Indentures between them made —

And thereupon the said Daniel by Edmund Jennings his Attorney saith that whereas by
certain Indentures made in Charles County aforesaid, in the month day of August in the year of our Lord
One Thousand seven hundred & twenty between the said Bryor Smalewood by the name of Bryor
Smalewood of Charles County in the Province of Maryland Gent of the One part and the said Daniel
Bryor by the name of Daniel Bryor of Stafford County in the Colony of Virginia Planter of the
other part which said Indenture signed with the Seal of the said Bryor and by the said Daniel here into
Court brought whose Date is the Day & year aforesaid, Witnesseth That the said Bryor Smalewood for & in
Consideration of the Sum of One hundred & twenty pounds Sterl Money of Great Britain in hand paid
by the said Daniel Bryor unto the said Bryor Smalewood before the Sealing and Delivery of these
presents The receipt whereof the said Bryor Smalewood did thereby Acknowledge and himself
therewith to be fully Satisfied Contented & paid Did of & from every part & parcell thereof did
fully Clearly and Absolutely Exonerate Acquit & Discharge the said Daniel Bryor his Heirs
Executors Assigns for Ever as for Divers other good Causes him thereunto moving that Bargained
Released Enfeoffed Sold and Confirmed and by Vertue of the said presents did Bargain Release
Enfeoff Sell & Confirm unto the said Daniel Bryor his heirs &c Rents and Assigns for Ever all that
parcell or Tract of Land whereon John Goodshall formerly dwelt called Saint Bridges lying in Charles
County on the East side of Port Tob: or St Thomas Creek in the Woods Originally taken up by John
Clark to be a particular right appear Beginning at a bounded Oak standing by the side of a
Branch side near to two Oaks bounded Oaks and running from the said Oak for North the
Length of five hundred perches to a bounded bounding on the North with a Line drawn East
from the said Oak for the Length of Eighty perches to a bounded Oak on the East with a Line
drawn South from the end of the former Line the Length of five hundred perches to a bounded
Oak on the South with a Line drawn West from the said Oak to the first bounded Oak on the
South with the said Line on the West with the said North Line Containing and Said Out for
Two hundred and fifty Acres according to the said before recited Patent. Together with all
and Singular the Houses Orchards Gardens pastures Woods rents profits and Commodities and
Appurtenances whatsoever thereunto belonging or in anywise appertaining To Have and
to Hold the said Land and all & Singular the before granted premisses with the Appurtenances
unto the said Daniel Bryor his heirs &c Rents &c & Assigns for Ever To the proper use and behoof of
the said Daniel Bryor his Heirs &c Rents &c & Assigns for Ever And the said Bryor Smalewood did
for himself his heirs &c Rents &c Covenant & Agree to & with the said Daniel Bryor his heirs
&c & Assigns That the said Daniel Bryor his heirs & Assigns should Lawfully Peaceably and Quietly
Hereafter quietly & peaceably have hold use occupy possess and Enjoy all & Singular the
premises Hereafter granted bargained & Sold with their Appurtenances unto the said
Daniel Bryor his heirs and Assigns for Ever without any manner of hinderance Molestation
Eviction or Ejection of the said Bryor Smalewood his heirs &c or Rents And the said Land &
premises then were and for Ever thereafter should be and Continue freely & Clearly acquitted
and Discharged of & from all & every other Bargain Sale Gift Grant Leases Mortgages or
Incumbrances whatsoever had done or Committed or to be had done or Committed (the said Bryor
Rents which should thereafter become due only excepted) & that the said Bryor Smalewood
at the Sealing of the said presents stood Lawfully Seized in his demesne of a fee simple in the
Land and premises before granted And that he had full and Absolute power to sell & assure
the same And said Bryor Smalewood did for himself his heirs Executors & Admrs Covenant &
Agree to & with the said Daniel Bryor his Heirs & Assigns That the said Bryor Smalewood his

(heirs)