Benjamin Douglas Chas: Yates & Roger Fowler who being duly sworne tryed & sworne to say the truth in the premisses upon their Oath do say that We of this Jury find that John Cane was seised of the Land in dispute and that he had a Grant for the same in the following words

Cecilius Absolute Lord & Proprietary of the Province of Maryland & Avalon Lord Baron of Baltimore

To all persons to whom these presents shall come Greeting in Our Lord God everlasting Know yee that we for & in consideration that John Cane of this Province Planter hath due unto him two hundred & fifty acres of Land for transporting Mathew Sanders Mary Shorsolds Ann Vaughan Cecily & Thomas Warren into this Province here to inhabit as appears upon Record and upon such Conditions & Terms as are expressed in Our Conditions of Plantacon of Our Province of Maryland under our great Seale at Armes bearing date at London the Second day of July in the year of Our Lord God 1649 with such Alteration as in them is made by our Declaration bearing date the 28th day of September Anno 1658 and remaining upon Record in Our said Province of Maryland — We hereby grant unto him the said John Cane a parcell of Land (called Saint Bridgetts) in Charles County lying in the woods on the west side of Potobacco or St. Thomas Creek being near or behind the back side of Clem beginning at a bounded Oak standing by the side of a branch side near to two Cold bounded Oaks and running from the said Oak for north the length of five hundred perches to a bounded Oak 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 for 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 foresaid north line containing & now laid out for two hundred & fifty Acres more or less Together with all rights profits & benefits thereunto belonging Royalties reserved To have and to hold the same unto him the said John Cane his heirs & assigns forever to be holden of us & our heirs as of our Manor of Zachaia in free & common soccage by fealty only for all manner of services yielding & paying therefore yearly unto us & our heirs at our Receipt at St. Marys all the Five most Usuall Feasts in the year (viz) all the Feast of the Annunciacon of the Blessed Virgin Mary & at the Feast of St. Michael the Arch Angell by even & equale portions the rent of Five Shillings Sterling in Silver or Gold and for a fine upon every Alienation of the said Land or any part or parcell thereof Our whole years rent in Silver or Gold or the full value thereof in such Commodities as we & our heirs or such Officer or Officers — appointed by us & our heirs from time to time to Collect & receive the same shall accept in Discharge at the Choice of us & our heirs or such officer or Officers as aforesaid Provided that if the said John Cane his heirs or assigns shall not pay unto us or our heirs or such Officer or Officers as aforesaid the said Sum for a fine before such Alienacon & enter the said Alienacon upon Record either in the Provinciall Court or in the County Court where the said parcell of Land lyeth within One Month next after such Alienacon the said Alienacon shall be void & of none effect. Given at St. Marys under the Great Seale of Our said Province of Maryland this twenty Eighth Day of November in the two and thirtyeth year of Our Dominion over our said Province of Maryland Anno Domini One thousand Six Hundred & three Witness Our Dear Son and heir Charles Calvert Esq. Our Lieutenant General of Our said Province of Maryland —

Charles Calvert

We find that the said Grantee John Cane assigned the said Land to John Godshale in the words following — Under written do assigne & make over unto John Godshale of Chas County his heirs Executors Administrators and assignes all my Right Title and interest of the within

(mentioned —

mentioned Patent. In Witness my hand Seale this Fourteenth day of November Anno Domi 1683 —

Witnesse
Randl. Brandt
Wm. Thompson

the mark of John X Cane (Seal)

We find that John Godshale was possessed of the said Land called St. Bridgetts Thirty two years since and continued in the quiet & undisturbed possession thereof untill the 28th day of February Anno Domi 1710 At which time the said John Godshale by Deed of Bargain & Sale Indented duely executed & Recorded according to the Directions of the Act of Assembly in such case provided Sold & Conveyed the same Land to the said Brian Smallwood in fee simple by virtue whereof the said Brian entered into the said Land and was thereof possessed and continued in the peaceable & uninterrupted possession thereof untill the ninth day of August Seventeen hundred and twenty At which time the said Brian Smallwood Sold & Conveyed the said Land to the said Daniel Bryan as by the Deed appears, is set forth We find that the distance between the first & second bounds of the said Land called St. Bridgets is but three hundred & sixty perches instead of five hundred perches mentioned in the Grant. Item We find that the breadth of the said Land is ninety two perches instead of Eighty And that the bounds thereof contain no more than two Hundred and Seven heres instead of Five hundred & fifty Acres —

We find the Deft. before the Sale of the said Land called St. Bridgets to the Plaintiff caused the first line of the said Land to be run reverse And that the same Consisting of 500 perches ran into the Land Claymed by William Hoskins which the said William Hoskins had a Verdict & Judgment for in an action of Trespass & Ejectment. — We find that Thomas Sanders Senr & Matthew Gruder Junr are Heirs at Law to John Cane the Grantee of the said Land & that they are in full life

And if upon the whole matter the Law be with the Plaintiff We find for him & assess Damages to £120..0..0 Sterling & 3670 lbs of Tobo. but if the Law be with the Defendant We find for the Defendant And pray &c After the special Verdict agreed upon the Counsell for the Plaintiff offered to the Jury an Aggravacon of Damages the Cost of his Action commenced by him against William Hoskins and Insists that the Jury ought to take the same into their Consideration and assess the same in Damages upon the present Issue Whereupon the Counsell for the Deft. Insists that it appears by the proceedings that the Recovery between the now Plaintiff and Wm. Hoskins in the Plaintiff's Declaration mentioned is not now in Issue before the Jury nor is yet Determined but under the Consideration of the Provincial Court, And that if the Jury should assess the said Costs in Damages And that the Defendant upon the Argument of this Issue upon the Record of the Recovery between Bryan & Hoskins the Matter should recover against the Plaintiff Yet the Plaintiff would recover damages for the same against the Deft. and therefore prays that the Court will direct the Jury that no Consideration is to be had of the Costs in the Recovery between the said Bryan & Hoskins, and that no other Record of any Recovery but that which is mentioned in the Plaintiffs Declaration ought to be given in evidence to the Jury upon which the Judge left the Matter at Large to the Jury & gave them an Account of the Amount of the Cost —

Phd. Addison —

But for that the Justices here as yet are not advised of the rendering their Judgment of and upon the Verdict aforesaid day thereof is given to the said Parties Plaintiff and Defendant to hear thereof their Judgment until next Court for that the said Justices as yet are not &c

At which said next Court to wit the Sixteenth day of May Anno Domi 1727 Comes again as well the said Daniel Bryan by his Attorney aft. as the said Brian Smallwood by his Attorney aft. Whereupon all & singular the Premisses being by the Court here soon & fully understood and mature Deliberation being thereupon had for that it seems to the Court of his Lds. the Right Hon. the Lord Propry. hereupon the whole matter aft. in form aft. found that the Law is with the Defendant

(Therefore