for all manner of Services yelding and paying therefore yearely unto us or our heires at our receipt at St Maries at ye two most usall feasts in ye years (viz.) at ye feast of ye annunciation of ye Blessed virgin mary and at ye feast of St michael ye arch angell by even and equal porcons ye Rent of two shillings sterling in Silver or gold and for a fine upon every alienation of ye sd land or any pt or parcell thereof one whole yeares rent in Silver or gold or ye full values thereof in such commodityes as we or our heirs or such officers or officers appoynted by us or our heirs from time to time to collect and receive ye same shall due pt in discharge thereof at ye choice of us or our heirs or such officer or officers as aforesaid. provided yt if ye said Stephen mountague his heirs or assigns shall not pay unto us or our heirs or such officer or officers as aforesaid ye said sum for a fine before such alienation and enter ye said alienation upon Record either in the provinciall Court or in ye bounty Court where ye said parcell of land lyeth wth in one month next after such alienation ye said alienation shall be void and of non effect Given at our City of St Maries under our great seal of our said Province of maryland ye fourth day of October in ye eight and thirtith years of our Dominion over our said Province annoq Dom

" said to be a patent having no seal to it and no proof of its execution, in order to deduce a title in the lessor of the Plaintiff to recover in this Ejectment, but the counsel for the defendants objected to the same being read as Evidence, but the Court allowed the same to be read as Evidence to the Jury to which opinion of the Court the Counsel for the defendants prayd leave to except according to the Law in such cases made and provided and that they would sign and affix their Seales thereto which is accordingly done.

Walter Hanson (Seal) Rich: Barnes (Seal) Bent: Dyson (Seal) Geo. Lee (Seal) Wm Dnicow (Seal)
Henry H. Chapman (Seal).

Joseph Adderton's Lessee
vs
Margaret Samuel and David Luckett

The Court in the Trial of this cause having given the following direction to the Jury Conct: If the Jury are of opinion that the defendants were in possession of the lands and premises for which this suit is brought from and under a Recovery thereof in Ejectment and writ of possession (executed to their ancestor claiming the same in 1762) to the commencement of this action, prior to which Judgment & possession a certain Jeremiah Adderton was thereof in actual possession, and that he died out of possession thereof and his right to the same descended to his son and heir at Law James Adderton who did not on the death of his Father or afterwards in his own life time make an actual entry thereon, but devised the same to his third son Joseph the Lessor of the Plaintiff that then such devise is void." The council for the defendants offered in Evidence to the Jury the following papers."

Provincial Court September Term 1762

I. H. Isaac Lachland Lessee of Ignatius Luckett
against
T. I. John Powell

Maryland ffeilicet John Powell late of Charles bounty planter was attached to answer unto Isaac Lachland of a plea wherefore with force and arms &c into all that tract or parcell of plantable land called Luckettes Hazard lying and being in the bounty aforesaid with the appurtenances containing three hundred and twenty one acres of land which Ignatius Luckett to him the said Isaac demised for a term not yet past he the said John did enter and him the said Isaac from his farm aforesaid did eject and other harms to him the said Isaac did to the great Damage of him the said Isaac and against the peace of the Right Honorable the Lord Proprietary that now is &c. And whereupon the said Isaac by J. Ball his attorney complains that whereas the aforesaid Ignatius on the first day of February in the year of our Lord one Thousand Seven hundred and sixty at Charles bounty aforesaid had demised unto him the said Isaac the said premises with the appurtenances thereunto belonging To have and to occupy the same premises with the appurtenances unto him the said Isaac and his assigns from the thirtyeth day of January then last past until the full end and term of ten years then next following fully to be compleat and ended by virtue of which demise the aforesaid Isaac into the premises with the appurtenances did enter and was thereof possessed and the said Isaac so being thereof possessed the aforesaid John afterwards Conct on the same first day of February in the year of our Lord seventeen hundred and sixty aforesaid at Charles bounty aforesaid with force and arms &c into the premises with the appurtenances aforesaid which the said Ignatius to him the said Isaac in form aforesaid had demised for the Term aforesaid which is not yet past entered and him the said Isaac from his farm aforesaid did Eject and other harms to him the said Isaac then and there did to the great damage of him the said Isaac and against the peace of the Right Honourable the Lord Proprietary that now is &c whereby the said Isaac saith he is the worse and hath Damage to the value of four hundred pounds current money and therefore he brings suit &c

John Doe and Richard Roe

And the said John Powell by Thomas Johnson his attorney comes and defends the force and Injury when and wforth and takes defence according to his pretentions as they shall appear to be laid down on the return of a warrant of Resurvey to be issued in this cause and enters into the common rule of the Court here and the said Isaac Lachland lessee of the said Ignatius Luckett by his attorney aforesaid prays that the said John Powell may be adjudged to give security for costs and fees in the plea aforesaid in case he should be thereof convict, and thereupon Thomas Smallwood present here in Court in his proper person becomes security for the payment thereof. and the said John Powell by his attorney aforesaid as before defends the force and injury when &c and prays leave to imparle hereunto

(until)