hundred perches to a bounded Hickory the Southwest to the Intersection of the Given Line of the said Prior Roglect and with the aft Given Line to the first Tree Contained by Estimation forty Acres of Land to have & to hold the forty Acres of Land Together with all Rights profits Benefits & Priviledges houses out houses Orchards fences Inclosures and Improvements whatsoever thereunto belonging or in anywise appertaining to him the said Edward Mitchell his heirs & assigns forever Clear and free of & from all Manner of former Sales Judgments Dowers & title of Dower and all other incumbrances whatsoever and the said George & Silona did by the said Indenture for them selves their heirs Ex.rs & Adm.rs further Covenant Grant and Agree to and with the said Edward Mitchel his heirs and assigns that they the said George & Silona would at all times after the Making the said Indenture when requested make do Execute Acknowledge and Suffer to be made done Executed and Acknowledged any Other deed or deeds as should be reasonably devised Advised or required by him the said Edward Mitchel his heirs & assigns or his or their Counsel Learned in the Law for the further Better assurance & sure making of the above said Land and premises with all the Appurts thereunto belonging unto him the said Edward his heirs & assigns forever and the said George & Silona his wife did further Covenant promise grant & Agree to and with the said Edward Mitchell his heirs & assigns that he the said Edward his heirs and assigns should & might forever after the making the Indenture aforesaid have hold use Occupy possess & Enjoy all the above said Land and premises and every part and parcel thereof without Let Suit disturbance Interruption or Molestation whatsoever from them the said George & Silona their heirs & assigns or any Other person whatsoever and the said George Sander and Silona his wife did further Covenant promise Grant and Agree to and with the said Edward Mitchel his heirs and assigns that they the said George and Silona and their heirs should and would forever the making the Indenture aft warrant & defend the above said Land and premises so by the said Indenture bargained & sold or wh was thereby Intended to have been bargained and sold against him the said George and Silona and their heirs & ass. all manner of persons whatsoever as by the said Indenture more at Large may appear And the aft Edward in fact Saith that althe he the said Edward always from the time of the making the Indenture aft as yet hath well and truly observed performed & fulfilled & kept all and Singular the Covenants & Agreements in the Indenture aforesaid Specified on his part to have been performed and fulfilled & kept According to the force form and Effect of the same Indenture Never the lt the aft George Sander after the making the Indenture aft to wit on the last day of February Anno Dom.i Seventeen hundred and twenty three at Kent County aft in and upon the possession of the aft Edward and the premises aft so as aforesaid bargained and sold did enter and him the said Edward out of one Dwelling house with the Appurts on the aforesaid demised Land being

did

did Enter and him the said Edward thereout did force and in fact the said Edward further saith that the said George did not from the time of the Making the Indenture aft permit the said Edward to have hold Occupie possess and Enjoy all the above said Land and premises & every part & parcel thereof without the Let Suit Disturbance Interruption & Molestation whatsoever of him the said George And further the said Edward Saith that the aft George did not warrant and defend the above said Land and premises by the said Indenture bargained and sold against him the said George and all Other persons and so the aft Edward Saith that the aft Geo: Sanders his Covenant aft with the aforesaid Edward in form aft made / that is that the aft Edward Mitchell his heirs and assigns should and might forever after the Making the Indenture aft have hold Occupie possess & Enjoy all the above said Land and premises and every part and parcel thereof without any let Suit Disturbance Interruption or Molestation whatsoever from him the said George or any Other person whatsoever & that the said George should & would forever after the Making the Indenture aft warrant & defend the above said Land and premises by the Indenture aft bargained and sold against him the said George and against all persons whatsoever / hath not kept but broke and the same to keep hath hitherto refused althe he hath been thereunto required (to wit) on the first day of April Anno Dom.i Seventeen hundred and twenty three and after afterward at Kent County aft and as yet doth refuse wherefore he Saith he is the worse and hath damaged to the value of One hundred pounds Sterling and therefore he brings this Suit &c.

Pledges { John Doe & Richard Roe

And the said George Sanders in his proper person Comes and defends the force and Injury wh &c. and prays Leave to Imparle hereunto until next Court and he hath it and the same day is given to the pltff. also.

At which said next Court to wit the 20th day of October Anno Dom.i 1724 Comes again the said Edward Mitchell by his Attorney aft And the said Edward Mitchell prays that the said George Sanders his Declaration in the plea aforesaid may Answer but the said George Sanders althe Solemnly called Comes not but makes default whereby the said pltff. Remains against the said Defendant without further Defence.

Wherefore the said Edward Mitchell his Damages by Occasion of the premises aft ought to recover agt him the said George Sanders but because it is Unknown to the Justices what Damages the aft Edward hath Sustained by the aft Occasion It is Commanded the Sheriff of Kent County that by the Oath of Twelve good & lawful men of his Bailywick or County he diligently Inquire what Damages the said Edward Mitchell hath Sustained by Occasion of the premises aft besides his Costs & Charges by him about his Suit in this behalf laid out & expended and that the Inquisition wh he the said Sheriff shall take he make Appear to his Lordships Justices of the next prov. Court at the Court to be held at Annap.s the third Tuesday of May next under his Seale and the Seales of those & together with his Lordships writ to him directed And the same day is given the pltff. &c.