were as Wade had given them, and that they found "no heire or relation in this Province." Thereupon the Provincial Court judged that the land "is escheated to the Lord Proprietary for want of heire." (*Archives,* LI, pp. 161-162; *post,* pp. 49-50). Since Wade had wanted the land, and since he was the discoverer of the escheat, it is to be presumed that he got it.

All the transfers of land figuring in these records concerned, not grants, but sales or leases; they were transactions between two private individuals. The indentures were recorded here, as they had been in the past, for safety and not because there was any controversey between seller and buyer. Often, upon the sale of land, no new indenture was drawn: the new sale was entered on the backside of the old deed (*post,* pp. 184, 190). Although there was no set form for an indenture, and although no two are exactly alike, most of them followed similar lines. The Proprietary, by his deed of grant under his great seal, had granted unto John and Mary his wife a parcel of land with carefully stated courses and boundary trees, containing and now laid out for so many acres, with such and so many conditions. The indenture witnessed that John and Mary, in consideration of a certain value received, had now granted and sold to Henry and Jane his wife all the rights they had in the land granted them. John and Mary said they were seized of the land, that they had full power to sell it, and that they would turn over to Henry and Jane all the deeds and papers they had about it. They warranted the land to the buyers, and agreed to execute such other papers as they and their counsel should wish. Some times it was provided that they be not required to go further than to St. Mary's City to do this. By law there must be a privy examination of the wife to make sure that her assent to the sale was her own act not done in fear of her husband, but this examination is noted in only one deed (*post,* p. 127).

There were cases upon ejectment to try title, or cases of trespass and ejectment, but some of them may have been friendly suits. The case of David Holt *v.* John Paty began in February 1674/5 as Thomas Parsons *v.* John Lewis. Parsons was the feigned lessee, Lewis the casual ejector, and the real intent of the action was to try Holt's title to a nameless piece of land in Wicklisses Creek, in St. Mary's County. In March, Holt delivered to the tenant in possession a copy of the declaration in ejectment. The tenant held by virtue of a lease from Paty, and, accordingly Paty, at his own suggestion, was put in as defendant. When on November 26, 1675, the case came up, both parties appeared by attorney. Paty said nothing in bar of Holt's contention, and declared he was ready to give Holt possession. The Court granted Holt full possession of the property, and 556 pounds of tobacco costs. The sheriff of St. Mary's was ordered, by writ of *habere facias possessionem,* to see that the award was carried out, and to make return of the writ (*post,* p. 38). The same steps were taken in the case of Wm. Pritchard *v.* John Nicholls (*post,* p. 52), and in that of Henry Pierpoint *v.* Hubbert Lambert and Ann his wife (*post,* p. 288).

On January 1, 1674/5, Thomas Marsh, sheriff of Kent County and one of the commissioners of the county, leased to Michael Miller 350 acres of land on Kent Island, with some buildings and some appurtenances. The lease was to run for two years, but, only two weeks after Miller had entered onto the land,