Benjamin Goodtitle lessee of Gerom Plummer, Gerard Plummer, John Plummer, Joseph Pemberton Plummer and John Cowman and Mary his wife, and did notify to the said Ann Lane and Thomas Lane to appear and defend their title. Otherwise &c. Pursuant to the notice thereto annexed.

So answers Richd Harwood Sheriff

And the said Ann Lane and Thomas Lane by Richard Spriggs Junior their Attorney in pursuance of the notice aforesaid come into Court here. And thereupon it is ruled by the Court here, with the consent of the said Benjamin Goodtitle lessee of the said Gerom Plummer, Gerard Plummer, John Plummer, Joseph Pemberton Plummer and John Cowman and Mary his wife, by his attorney, and the said Ann Lane and Thomas Lane by their attorney aforesaid who claim the title in question, that the said Ann Lane and Thomas Lane be admitted defendants in the place of the now Defendant John Baltitle, and that they immediately receive a Declaration, and plead thereto the general issue, and at the trial thereon to be had the said Ann Lane and Thomas Lane shall appear in their proper persons or by their attorney or counsel, and confess lease, entry and actual ouster and expulsion of so much of the tenements in the declaration of the said Benjamin Goodtitle lessee of the said Gerom Plummer, Gerard Plummer, John Plummer, Joseph Pemberton Plummer, and John Cowman and Mary his wife, as is in the possession of the said Ann Lane and Thomas Lane or their tenents, or of any other person claiming by or under their title, or in default thereof that Judgment be entered against the now defendant John Baltitle the casual Ejector, but that prosecution be stayed against them until they make default in any of the premises; And it is further ruled by the Court here with consent of Counsel that if by reason of such default the said Benjamin Goodtitle lessee of the said Gerom Plummer, Gerard Plummer, John Plummer, Joseph Pemberton Plummer and John Cowman and Mary his wife shall become nonsuit at the trial, the said Ann Lane and Thomas Lane shall take no advantage thereof, but shall pay to the said Benjamin Goodtitle lessee of the said Gerom Plummer, Gerard Plummer, John Plummer, Joseph Pemberton Plummer and John Cowman and Mary his wife his costs and so forth: and it is further ruled by the Court here, that if upon the trial of the said Issue a verdict shall be given for the said Ann Lane and Thomas Lane, or if the said Benjamin Goodtitle lessee of the said Gerom Plummer, Gerard Plummer, John Plummer, Joseph Pemberton Plummer and John Cowman and Mary his wife shall not prosecute his Declaration upon any other cause than for the not confessing lease, Entry and Ouster as aforesaid, then the said Gerom Plummer, Gerard Plummer, John Plummer, Joseph Pemberton Plummer and John Cowman and Mary his wife lessors of the said Benjamin Goodtitle shall pay costs and so forth: and thereupon the said Benjamin Goodtitle lessee of the said Gerom Plummer, Gerard Plummer, John Plummer, Joseph Pemberton Plummer, and John Cowman and Mary his wife by his

attorney aforesaid declare against the said Ann Lane and Thomas Lane in the plea aforesaid in manner and form following to wit:

Western shore of Maryland, Ann arundel County to wit: Ann Lane and Thomas Lane late of Ann arundel County planters were attached to answer unto Benjamin Goodtitle of a plea wherefore with force and arms they, into all that tract or parcel of plantable Land called Brensley Hall alias Brensly Hall lying and being in the County aforesaid and containing eight hundred acres of land which Gerom Plummer, Gerard Plummer, John Plummer Joseph Pemberton Plummer and John Cowman and Mary his wife formerly Mary Plummer, to the same Benjamin demised for a Term which is not yet passed, entered and him from his farm aforesaid ejected and committed other outrages on him to the great damage of the said Benjamin and against the peace and so forth; and whereupon the said Benjamin by Philip Barton Key his attorney complains that whereas the said Gerom Plummer, Gerard Plummer, John Plummer, Joseph Pemberton Plummer and John Cowman and Mary his wife on the first day of January Seventeen hundred and ninety six, at the County aforesaid demised to the said Benjamin the tenements aforesaid, with the appurtenances To have and to hold the same to the said Benjamin and his assigns from the thirtieth day of December then last past unto the end and term of Ten years from thence next ensuing and fully to be complete and ended; by virtue of which said Demise the same Benjamin into the tenements aforesaid with the appurtenances entered and was thereof possessed, and he the said Benjamin being so thereof possessed the said Ann Lane and Thomas Lane afterwards to wit on the same first day of January seventeen hundred and ninety six with force & arms and so forth into the Tenements aforesaid with the appurtenances which the said Gerom Plummer, Gerard Plummer, John Plummer, Joseph Pemberton Plummer and John Cowman and Mary his wife to the said Benjamin in form aforesaid demised for the Term aforesaid, which is not yet past entered, and him the said Benjamin from his Farm aforesaid ejected, and other outrages to him the said Benjamin then and there did to the great damage of the said Benjamin and against the peace & so forth, whereby he says that he is prejudiced and hath damage one hundred pounds current money and therefore he brings suit & so forth &c

Philip B Key Pledges & so forth John Doe & R^d Roe

Whereupon the said Ann Lane and Thomas Lane by their attorney aforesaid defend the force and injury when and so forth, and pray leave of the Court here to ascertain their defence, and to imparle until the second tuesday of October next, and to them it is granted, the same day is given to the said Benjamin Goodtitle lessee of the said Gerom Plummer, Gerard Plummer, John Plummer, Joseph Pemberton Plummer and John Cowman and Mary his wife also. At which said second tuesday of October being the eleventh day of the same month in the year of our Lord one thousand seven hundred and