Action aforesaid until the second Tuesday in September then next, and it was granted unto him. The same day was given to the said Peter Lessee as aforesaid there &c. ⟶

At which day, to wit, the second Tuesday of September, seventeen hundred and ninety five, here came again the parties aforesaid by their Attornies aforesaid. And the said William Waters by his Attorney aforesaid did confess Judgment in the Plea aforesaid for Possession & Costs - Subject Nevertheless to the opinion of the Court on the following case stated - It is admitted, that a certain Richard Dawson of Dorchester County on the twenty eighth day of August Seventeen hundred and seventy five & long before & afterwards was entitled to and seised in fee of the Premises in the Declaration mentioned, and being so seised on the day & year aforesaid duly made and published his last Will & Testament in writing, and thereby devised the same to a certain Mary Anne M.ᶜ Keel and her Heirs forever. and afterwards, to wit, sometime in the year seventeen hundred and seventy seven being possessed thereof departed this life. That after the making & plantation publication of the said last Will and Testament and in the life time of the said Testator the said Mary Anne M.ᶜ Keel intermarried with a certain Jeremiah Connerly of the said County - That after the Nuptials between the said Jeremiah Connerly and Mary Anne M.ᶜ Keel were duly had and solemnized, and after the death of the said Testator they the said Connerly & Wife under and by virtue of the said devise entered into the said devised Premises with the Appurtenances and were thereof seised as the Law requires, and being so seized to wit, on the sixteenth day of December Seventeen hundred & seventy seven, they the said Jeremiah Connerly and Mary Anne his Wife by Deed of Bargain and Sale duly indented sealed and delivered made between them the said Jeremiah Connerly and Mary Anne his Wife of the one part and a certain George Waters of the other part for the consideration therein mentioned & expressed to convey the said premises with the Appurtenances to the said George Waters his Heirs and Assigns forever. which said Indenture was acknowledged in the manner expressed in the certificate of Acknowledgement subjoined to the same and was recorded within the time and in the manner prescribed by Law, and the said certificate of Acknowledgment are herewith exhibited and referred to as parts of this case & it is agreed that they shall be so received & taken - That immediately after the Execution, Acknowledgment & recording of the same Indenture the said George Waters entered into the said Premises with the Appurtenances and was seised thereof as the Law requires and being so seized afterwards, to wit, sometime in or about the year seventeen hundred and seventy eight departed this life intestate and without Issue & seized as aforesaid Whereupon the Interest of the said George Waters in the said premises with the Appurtenances descended to

John Waters his Elder Brother & Heir at Law, who accordingly entered into the same and was thereof seized as the Law requires, and being so seized he the said John Waters afterwards duly made and published his last Will and Testament in Writing and thereby devised the said Premises with the Appurtenances to the Defendant William Waters and his Heirs forever in fee simple, and afterwards departed this life so seised as aforesaid whereupon the said William Waters the Devisee entered into the said Premises with the Appurtenances and was thereof seized as the Law requires. It is also admitted that the aforesaid Jeremiah Connerly departed this life sometime in or about the year Seventeen hundred and eighty four and that afterwards to wit, on the twentieth day of December Seventeen hundred and ninety three, the said Mary Anne Connerly the Widow of the said Jeremiah having entered upon the premises aforesaid with the Appurtenances and then and there claimed the same as and for her right and property did for the Consideration therein mentioned duly sign, Seal and deliver as her Act and Deed the Indenture herewith also exhibited & referred to as part of this Case purporting to be made between the said Mary Anne Connerly of the one part and Abraham Lewis the Lessor of the Plaintiff on the other part, which said Indenture was executed on the said Premises and was afterwards duly acknowledged & recorded as the Law prescribes. And it is also admitted that the said Mary Anne Connerly did at the time of the of the last mentioned Indenture deliver to the said Abraham Lewis a Twig and Turf of the same premises, in the name of Seisin of all the said premises, with the Appurtenances. and that thereupon the said Abraham Lewis entered into & was seised of the said Premises and Appurtenances as the Law requires - It is also admitted that afterwards the said Abraham Lewis made the Lease in the Declaration mentioned. And that the entry and Ouster in the Declaration also mentioned took place as therein stated. - And if upon the whole matter the Court shall be of Opinion that the Plaintiff is entitled to recover in this Action the Judgment herein agreed to be entered to stands but if the Court shall be of a different opinion the said Judgment to be struck out and Judgment of Nonsuit to be entered. -

Nᵒ. Hammond & Martin for Pltffs.
Wᵐ Pinkney - Josiah Bayley for Defᵗˢ

The Deed mentioned in the aforegoing Case stated, from Jeremiah Connerly & Mary ann his Wife to George Waters enoues in the following Words to wit

This Indenture made this Sixteenth day of December Anno Domini One thousand seven hundred seventy & seven, Between Jeremiah Connerly & Mary ann his Wife Executor & Executrix of the last Will & Testament of Richard Dawson deceased of the One part & George Waters of the other part. Witnesseth that the same Jeremiah & Mary Ann for & in consideration of the sum of One hundred pounds Current Money to them in hand paid before the signing & ensealing of these presents, the receipt whereof the