Circle situate Lying and being in the said City of Annapolis within the Jurisdiction aforesaid and the
the Appurts which Alexander Fraser to the said Joshua George within the Jurisdiction afs demised
for a Term which is not yet past hath Entered and him from his Farm afs Ejected and Other harms
to him hath done to the great Damage of him the said Joshua and Against the peace &c.
And wherupon the same Joshua by Wm Cumming his Attorney Complains that whereas the afs Alex.
Alexander the first day of October in the year of our Lord God Seventeen hundred and Twenty at the
City of Annapolis afs within the Jurisdiction afs did Demise to the afs Joshua the afs Messuage or
Dwelling and Sixty foot of Square ground with the Appurts within the Jurisdiction afs to have and hold
to the same Joshua and his Assigns from the Twenty Ninth day of Sept. then last past until the end
and Term of five Years from thence next following and fully to be Compleat and Ended by Virtue of
which Demise the same Joshua into the afs Messuage and Dwelling house and Sixty foot Square ground
with the Appurts within the Jurisdiction afs Entered and was thereof possessed and the same Joshu
being so thereof possessed the afs Wm Brimer afterwards to wit the same first day of October Anno
Domini Seventeen hundred and Twenty within the Jurisdiction afs with force and Armes entered into the afs
Messuage or dwelling house and Sixty foot of Square ground with the Appurts which the same Alexander
to the Same Joshua in form afs demised for the Term afs (within the Jurisdiction afs) wch is not yet past
Entered and him from his Farm afs Ejected and Other harms to him hath done to the great damage
of the Same Joshua and against the peace &c. wherefore he is the worse and hath Losses to the Value of
fifty pounds and thereof he brings Suit &c. And the afs Wm Brimer in the same Court by Edward
Griffith his Attorney then Appeared and then Defended the force and Injury when &c. and then said
that he was in no wise guilty and for trial thereof put himself upon the Country And the Plff. likewise

such a Blank is left in the Original record

Comes as well the afs Plff. as the aforesaid Defendt. in their proper persons and the Jury being
Sworn as afs likewise sworn to the truth of the premises to say upon their Oath do say that the afs Defdt. was not guilty of the premises
as by the Declaration afs was alledged upon which the Plff. upon the legal afs was as afs pleaded
the afs Joshua George by his Counsel Learned in the Law for the Maintaining the Plea aforesaid
on the part of the said Joshua then and there before the afs Mayor Recorder and Aldermen and
Jurors gave in Evidence and proved that long before the afs Demise by the afs Alex. Fraser
and before the time the Trespass and Ejectment afs was Supposed to be done the afs Wm Brimer
was seized of the Tenement and ground afs thereto belonging with the Appurts in the Writ &
Declaration above Specified in his Demesne as of fee and being so thereof possessed the said
Brimer granted Bargained and Sold the Tenement afs with the Appurts to the aforesaid
Alexander Fraser the Lessor of the Plff. his heirs and Assigns for ever as more particularly
Appears by the said Deed which is hereunto Annexed and so was afs given in Evidence duly
Acknowledged and Recorded as the Law requires and dated the Sixteenth day of November in
the year of Our Lord God Seventeen hundred and Nineteen and recorded in Anne County Land
Records in Lib. J. R. No. 2 folio 413 and the afs Plff. further gave in Evidence that the
said Fraser being Seized in Fee of the Tenement and ground afs by Virtue of the said Deed demised
the said Tenement and ground with all the Appurts to the same Joshua George and that the same

(Joshua)

Joshua George by Virtue of the same Demise Mentioned in the Declaration the Tenement aforesaid with
the Appurts afs Entered and was Afterwards thereof possessed until the afs Wm Brimer with force & Arms
into the Tenement afs Entered and the same Joshua George from his Farm afs Ejected and Other harms to
him did do in Manner and Form as the afs Joshua above by his Declaration alledged and upon this the
same Joshua George Desired the Jury who were to try the Matter afs that they would give their Verdict
for the same Joshua George in and upon the premises upon which the said Wm Brimer to prove that he
was not Guilty of the Trespass and Ejectment afs gave in Evidence and said that the right he was possessed
of the Tenement afs with the Appurts thereto belonging in fee and that being so thereof possessed
he made the afs Mentioned deed to the afs Alexander Fraser the Lessor of the Plff. & that by Virtue of
same Demise the same Joshua George into the Tenement afs with the Appurts Entered and was thereof
possessed as the said Plff. by his Does above alledged upon which said possession of the said Joshua
to wit the same time Mentioned in the Does afs the said Wm Brimer Ejected and the afs Joshua from
his Farm afs Ejected but the said Wm Brimer further gave in Evidence that the Indenture afs Specified
and made by him the said Brimer to Alex. Fraser the Lessor of the Plff. was made under Certain Conditions
in the afs Indenture Specified and the afs Indenture Contained the following Condition viz. Provided
Never the Clause that if the said Wm Brimer his heirs &c. Adm. or Administrators or Assigns shall well & truly
pay or Cause to be paid to the afs Alexander Fraser his heirs &c. the Sum of fourteen pounds three shillings &c.
four pence Lawful Money with Lawful Interest for the same on or before the Sixteenth day of November which was
then in the year of our Lord God Seventeen hundred and Nineteen and Ensuing the date of the above written indenture
=ture & Otherwise Satisfied Content and pay the afs fourteen pounds three Shillings and four pence &c. Lawful
Interest the day and time afs to the said Alexander his &c. Then the said Indenture to be void &c. and the
said Brimer further gave in Evidence that some time before the said Alex. Fraser went for England which
was about October Anno Domi. One thousand Seven hundred and Nineteen the said Wm Brimer at the house
of the said Fraser Tendered Some Money upon a table in the said house in a purse or bag to the said
Fraser upon Account of the house and Lot he the said Brimer had Mortgaged to the said Fraser to secure money
was the principale and Interest as the Evidence Supposed to be due from the said Brimer to the said
Fraser upon the said Mortgage but what Sum the same Amounted to could not tell that the said Fraser
Refused to Accept the same for what Reason or upon what Account the Evidence aforesaid did not hear
the said Fraser Mention but believed the Reason that the said Fraser refused to Accept the Sum
Tendered by the said Brimer to the said Fraser was that the said Brimer Owed to the said Fraser
more Money than the principale Sum of fourteen pounds three Shillings and Fourpence and the
Interest thereon upon Account of Medicines Administred to a certain Patient by the Order of the said
Brimer and for Other Matters And further the Defendt. gave in Evidence that after the said
Fraser was gone for England and before the Sixteenth day of November Seventeen hundred Nineteen
being the day Mentioned in the said Deed of Mortgage to the said Fraser the Lessor of the Plff. for
the repayment of the said Principale of fourteen pounds three Shillings and Fourpence & Interest
thereon the said Brimer the Defendant to gether with a certain John Slater and Alex. Good
went to the house of the said Fraser and there Tendered to the said Fraser wife a Sum of money
for the Redemption of the said Mortgage as afs made to the Lessor of the Plff. but what

(Certain)