John Edom who being duly Elected Tryed and Sworn to say the truth in the Premisses upon their Oath do say that the Writing aft is the Deed of the aft John Attaway Clerk in manner and form as the aft John Stanfield above against him hath Declared And the Jurors aft upon their Oath aft do further say That the aft John Attaway Clerk hath not made the said John Stanfield a good and sufficient Lease for two hundred Acres of Land part of Cinny Point and where the said John Attaway Clerk lived on the aft third Day of December in the Year of our Lord seventeen hundred and fifty one for the Term of twenty one years from the Date of the said Lease for the Yearly Rent of One Thousand Pounds of Tobacco by the year according to the form & effect of the Condition aft so as the said John Stanfield above by replying hath alledged Test Wm. Johnson Jun. Cl. W. Cur.

Therefore it is Considered by the Justices here that the said John Stanfield ought to Recover his Damages by Occasion of the Premisses But because it is unknown what Damages he hath sustained by the Occasion aft Therefore it is Commanded the Sheriff of Saint Marys County that by the Oath of twelve Good & Lawfull Men of his Bailywick he diligently enquire what Damages the said John Stanfield hath sustained by Occasion of the Premisses aft besides his Costs & Charges by him about his Suit in this behalf laid out and expended And that the Inquisition which he shall take thereof to the Justices of his Lordships Provincial Court to be holden at Annapolis the third Tuesday of May next under his Hand and Seal and the Hands & Seals of those by whose Oath he shall make the same Inquisition he make appear & that he shall have then and there the Names of those by whose Oath he shall make the same Inquisition and that Writ &c Test R Burgess Clk

By Jha & George Graves / Richard Fenwick } Maryland Saint Marys County ss. Be it Remembered That heretofore to wit the nineteenth Day of September Anno Domi 1752 Richard Fenwick late of Saint Marys County Planter was Attached to Answer unto George Graves in a Plea wherefore with force and Arms and so forth he the said Richard at the County aft the Close of him the said George there broke and entred and the Grass of him the said George to the Value of five Pounds Current Money there lately growing with his Feet in Walking trod down & consumed and the Trees of him the said George to the Value of One Hundred Pounds Current Money aft there lately growing he the said Richard cut down and carried away and other Harms to him did to the great Damage of him the said George and against the Peace &c And Whereupon the said George by Stephen Bordley his Attorney Complains that the aft Richard on the tenth Day of July in the Year of our Lord seventeen hundred and fifty two at Saint Marys County aft with force and Arms and so forth the Close of him the said George called Graves's Swamp Containing One Hundred and Eighty Acres of Land there broke and entred and his Grass of the Value of five Pounds Current Money in the Close aft of him the said George there lately growing with his Feet by walking there trod down and consumed and the Trees of him the said George to wit fifty Oaks of the Value of fifty Pounds Current Money fifty Hickories of the Value of twenty Pounds like Money twenty Poplars of the Value of Ten Pounds like Money and Ten Walnuts of the Value of twenty Pounds like Money there lately growing he the said Richard cut down and carried away and other Harms to him the said George then and there did to the great Damage of him the said George against the Peace of the Right Honorable the Lord Proprietary that now is and so forth whereupon the Whereupon the said George Saith he is the worse and hath Damage to the Value of Two hundred Pounds Current Money aft and therefore he brings Suit and so forth Pledges and so forth John Doe, Richard Roe

And the aft Richard Fenwick by Jeremiah Chase his Attorney comes & defends the force and injury when &c And prays Leave to Imparle hereunto until next Court and he hath it and the same Day is given to the Plaintiff also At which said next Court to wit the 10th Day of April Anno Domi 1753 came again the said Parties Plaintiff and Defendant by their Attorneys aft and the said Defendt by his said Attorney Prays further Leave to Imparle hereunto until next Court and he hath it and the same Day is given to the Plaintiff also

At which said next Court to wit the 11th Day of September Anno Domi 1753 came again the said Parties Plaintiff and Defendant by their Attorneys aft and the said Defendant by his said Attorney prays further Leave to Imparle hereunto until next Court and he hath it and the same Day is given to the Plaintiff also At which said next Court to wit the 21st Day of May Anno Domi 1754 comes again as well the said George Graves by his Attorney aft as the aft Richard Fenwick by his Attorney aft And the said Richard Fenwick by his said Attorney as before Defends the force and injury when &c And saith that he is not Guilty of the Trespass aft as the said George above against him Complains and of this he puts himself upon the Country and so forth And the aft George in like manner and so forth And the said Richard by his Attorney aft with the Leave of the Court here and according to the form of the Statute in such Cases made and provided further comes and defends the force and injury when and so forth and as to the coming with force and Arms & whatsoever that is against the Peace and so forth he saith that he is not Guilty of the Trespass aft as the said George above complains and of this he puts himself upon the Country and the said George doth so likewise. And as to the Residue of the Trespass in the Declaration aft above supposed to be done the said Richard saith that the aft George his Action aft thereof against him to have or maintain ought not Because he saith that the Close aft and also the Place in which the Trespass aft is above supposed to be done are and at the time when the Trespass aft is above supposed to be done were One Hundred Acres of Plantable Land with the Appurtenances called Maineyards Comfort in St Marys County aft which said One Hundred Acres of Plantable Land aft with the Appurtenances are and at the time when the Trespass aft is above supposed to be done were the Soil and Freehold of the said Richard wherefore the said Richard at the time when the Trespass aft is above supposed to be done the Close aft as his own Close Soil and Freehold in the aft One Hundred Acres of Plantable Land with the Appurtenances broke and entred and the Grass aft as his own Grass there growing in the said One Hundred Acres of Plantable Land as his own Soil and Freehold with his Feet in Walking trod down and Consumed and also the Trees aft as his own Trees there upon his Soil and Freehold in the said One Hundred Acres of Plantable Land growing cut down and carried away as it was Lawfull for him so to do and this he is ready to Verify wherefore he prays Judgment if the said George his Action aft thereof against him to have ought and so forth. And the said Richard by his Attorney aft with the Leave aft and according to the form of the Statute aft further comes and defends the force and injury when and so forth and as to the coming with force and Arms and whatsoever that is against the Peace and so forth he saith that he is not thereof Guilty and of this he puts himself upon the Country and the said George doth so likewise And as to the Residue of the Trespass aft above supposed to be done the said Richard saith that the aft George his Action aft thereof against him to have or maintain ought not because he saith that before the aft time in which it is supposed the Trespass aft was done and also at the time when the Trespass aft is above supposed to be done the said Richard was seized in his Demesne as of Free of and in a certain Close of Land called Maynards Comfort with the

(Appurtenances)