Name of the said Lord Proprietary in the Provincial Court aforesaid at the Like Instance and request of the aforesaid William Aisquith against a certain John Ridgely and William Lux the Securities in the Administration Bond of the said Mary Wife of the aforesaid Elisha Hall as they shall be Sued by the Clerk of the Honourable the Provincial Court and we do further Award Arbitre ordain and Judge that the aforesaid William Aisquith on the Receipt of the aforesaid Sum of Two hundred and sixty nine Pounds fifteen Shillings and ten pence with the Interest as aforesaid and the Costs of Suit in this Action and in the other two Actions above mentioned shall in due Form of Law Execute and give unto the aforesaid Elisha Hall and Mary his Wife a Release Acquittance and Discharge for the aforesaid Sum of two hundred and sixty nine pounds fifteen shillings and ten pence current Money as aforesaid and by such release shall Acquit and Discharge the aforesaid Elisha Hall and Mary his Wife for all Legacies Devises and bequests to the said Elizabeth Connell Wife of the aforesaid William Aisquith in the Will of the aforesaid William Nicholson mentioned and Lastly we do further Award Arbitre and Ordain that the said Elisha Hall and Mary his Wife do give unto the said William Aisquith a full and Sufficient discharge for all Acct. that they may have against Elizabeth Connell the Wife of the said Aisquith and for the better Ratification & Confirmation hereof we the said Arbitrators have to this our Award set our Hands and Seals this 10th day of April in the Year of our Lord Christ one Thousand seven hundred and Sixty Seven

John Moale (Seal)
Benjamin Rogers (Seal)

Therefore it is considered by the Justices here that the said Lord Proprietary recover against the said Elisha Hall and Mary his Wife as well the Sum of One Thousand Pounds Sterling Money his Debt aforesaid as also the Sum of Pounds of Tobacco by the Court here unto him on his Assent Adjudged as well for his Damages which he hath sustained by means of Detaining that Debt as for his Costs and Charges by him about his Suit in this Behalf said out and Expended and the said Defendant in Mercy &c. Mem.d It is agreed that this Judgment shall be Subject to a Release agreeable to the Terms of the Award filed That the Bond for Writ of Error shall also be filed and Writ of Error made out if necessary for Plaintiffs Security That Stay of Execution be also Entered til the Twentieth day of October next by which Time the Defendants are either to pay the Money Awarded due or take the proper Steps to obtain an Injunction in Chancery by giving Bond with Security and filing a Chancery or English Bill and that no Advantage shall be taken of any Error in the Court of Appeales

29th May 1767.

J. Hall
H. Chase

Test Reverdy Ghiselin Clk

Wp John Goodright Lessee of Samuel Swinyard against Peter Force, Henry Wilson, Tenant

Maryland ss. Peter Force late of Baltimore County Labourer was attached to Answer unto John Goodright of a plea wherefore with Force and Arms &c. he took into all that Tract or parcel of Plantable Land called Swinyards Diligence lying and being in the County aforesaid with the Appurtenances Containing three hundred Acres of Land which Samuel Swinyard to him the said John Demised for a Term not yet past he the said Peter did enter and him the said John from his Farm aforesaid did Eject and other Harms to him the said John there did to the great Damage of him the said John and against the Peace of the Right Honourable the Lord Proprietary his Crown and Dignity and Government and wherefore &c. And Whereupon the said John by William [illegible] his Attorney

Attorney complains that whereas the aforesaid Samuel on the third Day of January in the Year of our Lord Seventeen hundred and sixty five at Baltimore County aforesaid had Demised unto him the said John the Premises with the Appurtenances thereunto belonging to have and Occupy the said Premises with the Appurtenances to him the said John and his Assigns from the first day of January then Last past until the full End and Term of seven Years then next following fully to be compleat and Ended by Virtue of which Demise the aforesaid John into the Premises with the Appurtenances did enter and was thereof possest and the said John so being thereof possest the aforesaid Peter afterwards to wit on the said third Day of January seventeen hundred and sixty five aforesaid at the County aforesaid with Force and Arms aforesaid into the Premises with the Appurtenances aforesaid which the said Samuel to him the said John in form aforesaid had Demised for the Term aforesaid which is not yet past entred and him the said John from his Farm aforesaid did Eject and other Harms to him the said John then and there did to the great Damage of him the said John and against the Peace of the Right Honourable the Lord Proprietary that now is Wherefore the said John saith he is the Worse and hath Damage to the Value of one Thousand Pounds Current Money and therefore he brings Suit and so forth. Pledges &c. John Doe Richd. Roe

To which aforegoing Declaration was annexed the following Rule to wit; Sir I am informed you are in Possession of or claim Title to the Premises in this Declaration of Ejectment mentioned or to some part thereof and being sued in this Action as Casual Ejector and having no Claim or Title to the same do Advise you to appear to this Declaration at the next Provincial Court to be held at Annapolis the second Tuesday of September next by some Attorney of that Court and then and there by Rule of the same Court to cause yourself to be made Defendant in my Stead and to confess the Lease Entry and Ouster and to insist upon the Title only at the Tryal otherwise Judgment will be given against me and you'll be turned out of Possession

To Wm Henry Wilson
Tenant in Possession

Jam Yours
Peter Force

And now here at this Day to wit the second Tuesday of September being the 10th day of the same Anno Domini 1765 comes into Court here the Sheriff of Baltimore County to whom the aforegoing Declaration was Directed and certifies to the Court here that he Delivered a Copy thereof to the Tenant in Possession of the Premises And the aforesaid Henry Wilson by Edmund Key and Thomas Jennings his Attorneys comes and defend the Force and Injury when and wherein &c. and takes Defence according to his Pretentions as they shall appear to be said down on the return of a Warrant of Resurvey to be issued in this Cause and enters into the common Rule 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 8th day of April Anno Domini 1766 comes again as well the said John Goodright Lessee of the said Samuel Swinyard by his Attorney aforesaid as the said Henry Wilson by his Attorney aforesaid Whereupon the said Henry Wilson by his Attorney aforesaid Offers himself ready for Tryal against the aforesaid John Goodright Lessee of Samuel Swinyard, But the said John Goodright Lessee of the said Samuel Swinyard altho' solemnly called comes not but makes Default nor does he further prosecute his Writ against the aforesaid Henry Wilson in the plea aforesaid

Therefore it is considered by the Justices here that the said John Goodright Lessee of the said Samuel Swinyard take Nothing by his Writ against the aforesaid Henry Wilson in the plea aforesaid But that he and his Pledges of Prosecuting to wit John Doe and Richard Roe be in Mercy &c. and that the said Henry Wilson go thereof without Day &c. And it is also considered that the said Henry Wilson recover against the said Samuel Swinyard Lessee of the said John Goodright the Sum of Pounds of Tobacco by the Court here unto him on his Assent Adjudged for his Costs and Charges by him about his Defence in this behalf Laid out and Expended and that he have thereof his Execution &c.

Test Reverdy Ghiselin Clk