all the three following tracts of Land viz. Borings Forest, Borings Gift and Buckold Makers Hazard situate lying and being in Baltimore county aforesaid and now in the possession of him the said Nicholas Britton by such Conveyance and assurances in Law as by the said Nicholas Britton his heirs and assigns or his or their Council learned in the Law shall be reasonably devised or advised and required free and discharged of and from all Incumbrances whatsoever except the rents due and hereafter to become due to the Lord proprietary, then the above obligation to be void and of none effect or else to be remain in full force and virtue. In Witness whereof the said Absalom Boring hath hereunto set his hand and seal the day & year above written.

Sealed and delivered in presence of — Absalom A Boring (mark)

R Richards. Dinah Walker

For the conveyance of the same Lands. The Jurors aforesaid on their oath aforesaid do also find that in consequence of the agreement made with the said Absalom in his Minority and also under the Deed from the said Aquilla Boring and under and by virtue of the said bond made after full age the said Nicholas Britton continued in the actual Occupation of the said Land untill the execution of the Deed of Bargain and Sale by the said Absalom Boring to the said plaintiff Lessee and the said Nicholas Britton from the time of his entry to the execution of the said Deed occupyed used and worked the same Lands as his own property tended part thereof in Indian Corn and wheat and cut timber and firewood on other part thereof and also erected and had a lime kiln on the said Land and that the said Charles Ridgly by permission of the said Nicholas Britton cut cord wood on the same Lands for which by agreement he was to pay at the rate of six pence pr the cord. and that the said Nicholas Britton received rent of the Tenant living on the Lands aforesaid for two years subsequent to the time of his entry as aforesaid. and that the said Charles Ridgly at the request of the Tenant paid the said Nicholas Britton part of one years rent of the Lands aforesaid. The Jurors aforesaid on their oath aforesaid do further find that neither the said Absalom Boring nor the said Charles Ridgly John Ridgly and Charles Ridgly Junr were in the actual possession of the said Lands in the Declaration aforesaid mentioned at any time within one year next preceding the time of making and executing the Deed from the said Absalom Boring to the said Charles John and Charles Ridgly Junr nor had taken the rents and profits thereof in any other manner than as aforesaid fraud. and if upon the whole matter aforesaid the Law be with the plaintiff they find for the plaintiff and if with the Defendant they find for the Defendant and pray the advice of the Court in the premises.

John Harris for man.

Thos Johnson Junr Pltff

I Hall ffs Deft.

Whereupon all and singular the premises being seen & fully understood by the Court here, and mature deliberation thereupon had for that it appears to the Court here that the Law arising upon the finding of the Jury aforesaid is with the said Jack Trusty Lessee as aforesaid and that the said Nicholas Britton is guilty of the Trespass and Ejectment aforesaid as the said Jack Trusty Lessee aforesaid above by declaring hath alledged.

Therefore it is considered by the Court here that the said Jack Trusty Lessee as aforesaid recover against the said Nicholas Britton his several terms aforesaid yet to come and unexpired of in and unto all that tract or parcel of plantable Land called by the name of Borings Forest containing three hundred and fifty five acres of Land lying and being in Baltimore County aforesaid with the appurtenances, also all that tract or parcel of plantable Land called by the name of Buckold Makers Hazard containing three hundred acres of Land lying and being in Baltimore County aforesaid with the appurtenances, as also all that tract or parcel of plantable Land called Borings Gift containing one hundred and fifty acres of Land lying and being in Baltimore County aforesaid with the appurtenances. and upon this the said Jack Trusty Lessee as aforesaid freely in Court here remits to the said Nicholas Britton all such Damages, Cost and Charges as the the said Jack Trusty Lessee as aforesaid hath sustained by occasion of the Trespass and Ejectment aforesaid. Therefore the said Nicholas Britton is free from those Damages Costs and Charges &c. And upon this the said Jack Trusty Lessee as aforesaid prays his Lordships writ of Habere facias possessionem to the sheriff of Baltimore County aforesaid to be directed to cause him to have his possession of his several Terms yet to come of and in the Lands and Tenements aforesaid with their appurtenances and to him it is granted returnable here and so forth.

Test

Reverdy Ghiselin Clk

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