twelve being called come that is to say Lewis Motter, Lofe Weight Thomas Ogle Jacob Shriver George Houck Nicholas Holtz George M Eichelberger, Jacob Brengle, Henry Crouse, Grafton Hammond Thomas Hammond and William Jones who being impannelled and sworn to say the truth in the premises upon their oath do say that the said Christopher Mesplier is not guilty of the trespass and ejectment aforesaid. Therefore it is considered by the Court here that the said John Benson lessee of the said John Benson take nothing by his declaration aforesaid but for his false complaint against the said Christopher be in mercy and so forth and that the said Christopher go thereof without day &c and it is further considered by the Court here that the said Christopher recover against the said John the sum of twenty nine dollars and seventy eight cents for his costs and charges by him laid out and expended in and about his defence in this behalf sustained and that the said Christopher may have execution thereof &c.

Memorandum. Before the Jurors aforesaid withdrew from the bar of the Court here the said John by his attorney aforesaid files in Court here the following bill of exceptions to wit.

John Benson's lessee
vs
Christopher Mesplier

Ejectment in Frederick County Court

At the trial of this cause the plaintiff to support the issue joined on his part gave in evidence to the jury the plats and explanations made on his part to shew his claim and pretencions (herewith transmitted) the plaintiff also gave in evidence to the jury the patent for the tract of land called Paris.

Frederick &c. Know ye that for and in consideration that John Waters (son of John) of Anne Arundel County in our said Province of Maryland hath due unto him one hundred acres of land within our said Province of Maryland fifty acres part thereof by virtue of a warrant for that quantity granted him by renewurment the fourteenth day of September seventeen hundred and fifty one and for the remaining fifty acres he has paid the sum of two pounds ten shillings sterling caution for the same as appears in our land office and upon such conditions and terms as are expressed in our conditions of plantation of our said province bearing date the fifth day of April sixteen hundred and eighty four and remaining upon record in our said province together with such alterations

as in them are made by our further conditions bearing date the fourth day of December seventeen hundred and ninety six together also with the alterations made by our instructions bearing date at London the twelfth day of September seventeen hundred and twelve and registered in our Secretarys office of our said province together with a paragraph of our instructions bearing date at London the seventeenth day of December seventeen hundred and thirty eight and registered in our Land office We do therefore hereby grant unto him the said John Waters (son of John) all that tract or parcel of land called Paris beginning at a bounded white oak standing on the north side of Main Bush Creek about half a mile above the Beaver dam and running thence north forty eight degrees west fifty two perches north seventeen degrees East ninety two perches north thirty two degrees west forty six perches south fifty degrees west seventy two perches south twenty three degrees East twenty perches south twelve degrees west twenty perches south fifty degrees west ninety two perches south four degrees west sixty perches then by a straight line to the beginning tree containing and now laid out for one hundred acres of land more or less according to the certificate of survey thereof taken and returned into our land office bearing date the fifteenth day of November seventeen hundred and fifty one and there remaining together with all rights profits benefits and privileges thereunto belonging (Royal mines excepted) To Have and To Hold the same unto him the said John Waters (son of John) his heirs and assigns forever to be holden of us and our heirs as of our manor of Conogocheage in fee and common socage by fealty only for all manner of services yielding and paying therefore yearly unto us and our heirs at our receipt at our City of Saint Marys at the most usual feasts in the year viz the feasts of the annunciation of the blessed Virgin Mary and Saint Michael the archangel by even and equal portions the rent of four shillings sterling in silver or gold and for a fine upon every alienation of the said land or any part or parcel thereof one whole years rent in silver or gold or the full value thereof in such commodities as we and our heirs or such officer or officers as shall be appointed by us and our heirs from time to time to collect and receive the same shall accept in discharge thereof at the choice of us and our heirs or such officer or officers provided that if the said sum of or a fine for alienation shall not be paid unto us and our heirs or such officer or officers aforesaid before such alienation and the said alienation entered upon record either in the provincial Court or County Court where the same parcel of land lyeth within one month next after such alienation then the said alienation shall be void and of no effect. Given under the Great Seal of