hath it the same day is given to the said plaintiffs then &c. At which mentioned first Monday of April being the fifth day of the same month in the year of our Lord one thousand eight hundred and forty one and the day until which the said defendant had leave to imparle, and then to answer to the declaration aforesaid of the said plaintiffs in the plea aforesaid come again into the County Court here as well the said plaintiffs as the said defendant by their attornies aforesaid. And the said defendant by Wm. H. Tuck his attorney, comes and defends the wrong and injury when &c. and well avows the taking of the goods and chattels aforesaid, in the said place &c. and justly &c. because he says that the said defendant for a long time to wit, for all the time during which the rent hereinafter mentioned was accruing due, and from thence until, and at the said time when &c. was land lord to the said plaintiffs of the fishing landing known by the name of the Point Landing together with that part formerly in the possession of Col. John H. Beanes adjoining the said point landing and used with the point landing for years back with the appurtenances lying in Prince George's County aforesaid being the place in which &c. and that the said plaintiffs for a long time to wit, for the space of one year ending on &c. and from thence until and at the said time when &c. held and enjoyed the said described premises in which &c. with the appurtenances, as tenants thereof to the said avowant under a certain demise thereof theretofore made at and under the yearly rent of six hundred dollars payable annually on the first day of June in each year during the said tenancy - and because the sum of four hundred and thirty five dollars of the rent aforesaid for the year ending the first day of June in the year eighteen hundred and forty, was due and in arrear from the said plaintiffs to the said avowant he well avows the taking of the said goods and chattels in the said place in which &c. and justly &c. as for and in the name of a distress for the said rent so due and in arrear to the said avowant as aforesaid. And the said avowant further in fact says, that before the levying of the said distress to wit, on the 13th day of June in the year aforesaid he personally appeared before a Justice of the peace of the County aforesaid where the premises aforesaid lie, and where the said Landlord resided and made oath according to law that the said plaintiffs his said tenants, were justly and bona fide indebted to him in the sum of four hundred and thirty five dollars for rent of the premises aforesaid in which &c. in arrear and already due to him the said landlord and that he the said avowant had not received either directly or indirectly any part or parcel of the said rent claimed to be due, and in arrear or any security or satisfaction for the same except the credits given to, to the best of his knowledge and belief. and the said avowant in fact says that to the said affidavit, and to the warrant authorising the levying the distress aforesaid for the rent in arrear as aforesaid there was prefixed the account of the said avowant as Landlord as aforesaid stating in dollars and cents, that the said amount of four hundred and thirty five dollars was claimed to be due and in arrear as aforesaid according to the act of Assembly in such case made and provided and this the said avowant is ready to verify, wherefore he prays judgment and a return of the goods &c. aforesaid to him to be adjudged. - Wm. H. Tuck, for avowant."

And thereupon on motion of the said defendant by his attornies aforesaid it is ruled by the Court here that the said plaintiffs answer the avowry of the said defendant or judgment will be rendered against them by default. And the said plaintiffs S. Leck, and B. F. Leaywood as to the avowry of the said defendant Daniel Moxley come and say that the said D. Moxley by any thing in that avowry alleged, ought not to avow the goods and chattels

aforesaid in the place in which &c. to be just, because they say that at the time when the said defendant is supposed to have made the demise aforesaid in the said avowry mentioned of the premises the said defendant had not any estate in the said premises whereby he could make such demise to the said plaintiffs and this they are ready to verify, wherefore in as much as the said defendant has avowed the taking the said goods and chattels in the said place, in which &c. the said plaintiffs pray judgment and their damages by reason of the taking and unjustly detaining the goods and chattels aforesaid to be adjudged to them. And the said plaintiffs for further plea as to the avowry aforesaid of the said defendant by leave of the Court here first had and obtained say that the said defendant by reason of any thing therein contained, ought not to avow the taking of the goods and chattels aforesaid in the place in which &c. to be just because they say that he the said defendant did not demise the said premises in which &c. to the said plaintiffs in manner and form as he in his said avowry has alleged, and this the said plaintiffs pray may be enquired of the country &c. And the said plaintiffs by leave of the Court here first had and obtained, according to the form and effect of the statute in such case made and provided come and for further plea as to the avowry aforesaid of the said defendant say that the said defendant by reason of any thing in his said avowry contained ought not to avow the taking the goods and chattels aforesaid in the place where &c. to be just because they say, that they did not possess and enjoy during the said time in the said avowry mentioned the said place in which &c. under and by virtue of a demise from the said defendant as his tenants and this they pray may be enquired of by the country &c. Thos. G. Pratt, Atty. for pltffs."

And thereupon on motion of the said plaintiffs by their attorney aforesaid it is ruled by the Court here, that the said defendant reply to the pleas of the said plaintiffs or judgment will be rendered against him by default. And the said defendant by his attornies aforesaid defends the wrong and injury when &c. and prays further leave of the Court here to imparle till the second Monday of October next - and then to answer the pleas aforesaid of the said plaintiffs and he hath it, the same day is given to the said plaintiffs then &c. At which mentioned second Monday of October being the eleventh day of the same month in the year of our Lord one thousand eight hundred and forty one, and the day until which the said defendant had leave to imparle and then to answer the pleas of the said plaintiffs come again into the County Court here as well the said plaintiffs as the said defendant by their attornies aforesaid, and thereupon on motion of the said plaintiffs by their attorney aforesaid it is ruled by the Court here that the said defendant reply to the pleas of the said plaintiffs or judgment will be rendered against him by default. And the said defendant by his attornies aforesaid as before defends the wrong and injury when &c. and prays further leave of the Court here to imparle till the first Monday of April next and then to answer the pleas of the said plaintiffs and to him it is granted the same day is given to the said plaintiffs then &c. At which mentioned first Monday of April being the fourth day of the same month in the year of our Lord one thousand eight hundred and forty two, and the day until which the said defendant had further leave to imparle to answer the pleas of the said plaintiffs come again into the County Court here, as well the said plaintiffs as the said defendant by their attornies aforesaid and thereupon on motion of the said plaintiffs by their attorney aforesaid it is ruled by the Court here that the said defendant answer the pleas