five thousand seven hundred Acres Therefore it is considered by the Judges here that the said Titus Goodtitle lessee of the said Thomas Griffin recover against the said Mary Herbert his term yet to come and unexpired of in and unto all that tract or parcel of plantable land lying and being in Saint Marys County aforesaid called and known by the name of Griffins Choice containing five hundred and eighty three acres of land with the appurtenances being part of a tract of land lying and being in the County aforesaid which was on the twelfth day of September in the year Sixteen hundred and fifty three granted by the then proprietary of Maryland to William Mawley for five thousand seven hundred Acres and that he have thereof his possession against the said Mary Herbert, It is further considered by the Judges here that the said Titus Goodtitle Lessee of the said Thomas Griffin recover against Timothy Notitle his term yet to come and unexpired of in and unto all that tract or parcel of Plantable land called Griffins Choice lying and being in Saint Marys County aforesaid with the appurtenances for which the aforesaid Mary Herbert did not take defence and that he have thereof his possession

Test: Thos B. Hodgkin Cl.

Memorandum the following Agreement was made and entered before the Judgment aforesaid was rendered

May Term 1702

Griffins Lessee vs Herbert. This cause is agreed between the parties on the following terms. That a line shall be drawn from Figure 23 on the plot to the Letter C and from C Westerly with the black line to the middle of the lane now formed by two lines of fence placed by the now Plaintiff and John Langley deceased where a post is agreed to be fixed and from the said Post with a straight line to a post the beginning of Thomas Paynes land marked on the plot by the Letter O And it is further agreed that a post shall be fixed at the place denoted by the said figure 23 and at the place denoted on the plot at the Letter C And it is further agreed between the parties that all the land that shall lie to the Southward and Eastward of the said lines shall be the property of the defendant and the heirs of John Langley Junior deceased And that all the land that shall lie to the westward and northward of the said lines shall be the property of the Plaintiff and his heirs And for the more effectual carrying into execution of this Agreement it is further declared and agreed between the parties that the said plaintiff shall execute a good and Sufficient deed to John Fenwick and Jane his wife and the heirs of the said Jane to release and convey to them and the heirs of the said Jane all his the said Thomas Griffins right title and interest in and to all the lands so agreed by him to be given up as aforesaid which Jane Fenwick the wife of the said John is the sole daughter and child of the Defendant and her former husband John Langley deceased And also that the said Defendant and John Fenwick shall execute a

good and Sufficient deed to the plaintiff and his heirs to release and convey to the said Plaintiff and his heirs all the right title interest and estate of the said John Fenwick and of Jane his wife in and to all the land so agreed to be given up to him the said Thomas Griffin as aforesaid in which deed shall be contained a Covenant on the part of the said John Fenwick that the said Jane his wife on her attaining the age of twenty one years execute also a good and Sufficient conveyance of Release to the Plaintiff and his heirs of all her right title interest and estate in the said land so agreed to be given up to him as before mentioned. And it is agreed that the line for the Plaintiff shall be drawn from the beginning of Griffins Choice at the Gum at A to the place described in the plot at Figure 23 And it is further Agreed that each party shall pay their own costs and where witnesses have been Summoned by both the costs of such witnesses shall be divided between them

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Pl. Benedict Calvert against Def. Thomas Martin

Command was given to the Sheriff of Charles County that he should take Thomas Martin late of Charles County Gentleman if he should be found in his bailiwick and him should safe keep so that he might have his body before the Judges of our General Court to be held at Annapolis the second Tuesday of May next to answer unto Benedict Calvert of a plea wherefore with force and arms at Prince Georges County he the said Thomas two Carts of the value of fifty pounds Current money each two Sets of Cart Harness of the value of ten pounds Current money each three black Geldings of the value of forty pounds Current money each four bay Geldings of the value of forty pounds Current money each one black mare of the value of forty pounds Current money and one hundred barrels of Indian Corn of the value of three hundred pounds Current money the proper goods and Chattels of him the said Benedict did take carry away and destroy and other harms to him the said Benedict did to the great damage of him the said Benedict and against the peace and so forth and that thereof he should not fail at his peril and should have then and there that writ &c.

At which said Second Tuesday of May to wit the 22d day of the same Month Anno Domini 1700 to which time May Term 1700 by an Act of Assembly for that purpose made was adjourned comes the said Benedict Calvert by Thomas Stone his Attorney and the Sheriff of Charles County to whom the aforesaid writ was directed likewise comes and makes return thereof in the Court here thus endorsed to wit - Cepi - Benj. Cawood S. Shff. Whereupon the said Thomas Martin being called upon appears and at the prayer of the said Benedict Calvert by his Attorney aforesaid It is ruled by the Court here that the said Thomas Martin give special bail to the Action aforesaid Thereupon Richard Dent of Prince Georges County Gentleman in his proper person in Court here becomes pledge and manucaptor for the said Thomas Martin that if it should happen the said Thomas