Called also come and are as follows viz George Priestman, William Clemm, Martin Eichelberger, George Lavely, Jacob Brown William Ashew, David Emmitt, Christian Keener, Andrew Shriver, John Agnew Hamilton, Joseph Merryman and Edmund Howard Rocksdale, who being duly elected Tried and sworn to say the truth in the premises upon their oath do say that the writing within specefied is the deed of the said Isaac Grist in manner and form as the said Benjamin Rogers hath against him declared subject. Nevertheless to the opinion of the Court whether the indenture in this case offered to the Jury as evidence which is admitted not to have been enrolled is sufficient evidence to support the Issue of non est factum and if the court are of oppinion that the said indenture is sufficient evidence to support the said issue then they asess the damages of the said Benjamin Rogers by reason of the premises to fifty pounds current money but because the court now here are not advised about giving judgment of and concerning the premises day is therefore given to the said parties until the Monday before the first tuesday in August next to hear judgment of and upon the same premises for that the court now here are not yet advised thereof. At which said Monday before the first Tuesday in August cometh again the parties aforesaid by their attorneys aforesaid but because the court now here are not advised about giving judgment of and concerning the premises day is therefore given to the said parties until the Monday before the first Tuesday in November next to hear judgment of and upon the same premises for that the court now here are not yet Advised thereof. At which said Monday before the first tuesday in November cometh again the parties aforesaid by their attorneys aforesaid but because the court now here are not advised about giving judgment of and concerning the premises day is therefore given to the said parties until the Monday before the first tuesday in March next to hear judgment of and upon the same premises for that the court now here are not yet advised thereof. At which said Monday before the first tuesday in March that is to say the Monday before the first tuesday in March. In the year of our Lord one thousand seven hundred and eighty seven cometh again the parties aforesaid by their attorneys aforesaid but because the court now here

Here are not advised about giving judgment of and concerning the premises day is therefore given to the said parties until the Monday before the first Tuesday in August next to hear judgment of and upon the same premises for that the court now here are not advised thereof. At which said Monday before the first Tuesday in August cometh again the parties aforesaid by their attorneys aforesaid but because the court now here are not Advised about giving judgment of and concerning the premises day is therefore given to the said parties until the Monday before the first tuesday in November next to hear judgment of and upon the same premises for that the court now here are not yet advised thereof. And now here at this day to wit the said Monday before the first tuesday in November in the year of our Lord one thousand seven hundred and eighty seven cometh the parties aforesaid by their attorneys aforesaid whereupon the court now here having seen and fully understood all and singular the premises and having maturely deleberated thereupon think it unnecessary to give any opinion on any of the pleas by the defendant but only on the seventh and eighth pleas: because the court are of opinion if the defendant has alledged matter in any one plea that bars the plaintiff of his cause of action that it is sufficient many pleas are put in by the defendant and some of them appear to the court very unnecessary. The real dispute between the parties appear to be this whether the defendant is liable to pay the rent stipulated in a lease as it was not acknowledged or recorded the court are of opinion that no estate passed from the lessor to the lesse in the lease because it was not acknowledged the court are also of opinion that no estate passed from the lessor to the lesse because it was not recorded; the act of Assembly of 1766 enacts that no estate for above seven years shall pass or take effect except the deed or conveyance by which the same shall be intended to pass or take effect shall be acknowledged in the manner and enrolled within the time directed by the act. The defendant in this his seventh plea has plead the act of 1766 and alledged that the lease was not recorded and in his eighth plea he has plead the same act and alledged that the lease was not acknowledged to these pleas the plaintiff has demurred and thereby admitted that the lease was not recorded or acknowledged the Court are of opinion that if either circumstance is not complyed with that no estate