by the Court here will be entered against him in default thereof; and the said Richard Lansdale by his attorney aforesaid defends the force and injury when and so forth, and prays leave of the Court here to imparle until the second Tuesday of October next and then to answer unto the declaration aforesaid of the aforesaid George Mansell in the plea aforesaid, and to him it is granted; the same day is given to the aforesaid George Mansell also.

At which said second Tuesday of October being the eighth day of the same month in the year of our Lord one thousand seven hundred and ninety three to which said day the said Richard Lansdale had leave to imparle and then to answer unto the declaration aforesaid of the aforesaid George Mansell in the plea aforesaid, comes into the General Court here as well the aforesaid George Mansell by his attorney aforesaid as the said Richard Lansdale by his attorney aforesaid; and the said Richard by Philip Barton Key his attorney comes and defends the force and injury when and so forth and prays an hearing of the Writ aforesaid first issued in this cause and of the writing obligatory aforesaid and the Condition thereof and he hath them, which being read and heard the said Richard saith that the said George his action aforesaid to have and maintain ought not, because he saith that after making the writing obligatory aforesaid and before the impetration of the writ original of the said George in this cause, to wit, the day of Seventeen hundred and ninety-the next following, Captain Philemon Griffith in the Condition above named did not make any award between the said Isaac Lansdale in the Condition aforesaid named and the said George of and upon the premises in the Condition aforesaid above specified and this he is ready to verify and so forth, wherefore he prays Judgment if the aforesaid George his action aforesaid against him to have and maintain ought and so forth.

And the said George saith that by any thing by the said Richard in his plea aforesaid alleaged he the said George from having or maintaining his said action to be precluded ought not because he saith that after the making the said writing obligatory and before the issuing of the Original Writ of the said George against the said Richard in this cause on the twenty first day of December seventeen hundred and ninety at Montgomery County to wit at Prince Georges County aforesaid the said Philemon Griffith in the Condition of the said writing obligatory mentioned under his hand, and sealed with his seal did make and then and there deliver to the said George and the said Isaac Lansdale an award of and upon the premises and dispute then subsisting between them the said George and Isaac in the Condition of the said writing Obligatory mentioned which said award follows, in these words; "Montgomery County Maryland - Be it known to whom it may concern that a contract hath passed between George Mansell

Mansell and Isaac Lansdale for the Exchange of of Lands but since the said Contract the are apprehensive that they cannot make Good and sufficient Titles on which they have agreed and passed bonds for the determination of me the Subscriber, therefore on condition of the several matters as to me referred Do by these presents award and determine that either of the persons that cannot justly comply with his contract shall satisfy and pay the sum of twenty shillings per acre for all such Defective part of his contract given under my hand and seal this twenty first Day of December seventeen hundred and ninety." And the said George Mansell further in fact saith that the Land mentioned in the said award and in the Condition of the writing obligatory aforesaid which the said Isaac has contracted to convey unto him the said George is one hundred acres of Land lying and being in Montgomery County being part of a tract or parcel of Land called Hobbs's purchase and that after the making and delivery of the said award to wit on the day and year last aforesaid at Prince Georges County aforesaid he the said George did and often afterwards at Prince Georges County aforesaid hath requested the said Isaac to convey to him the said George the said one hundred acres of Land being part of the Land called Hobbs's Purchase or to pay unto him the said George the sum of twenty shillings per acre for the same or such part thereof as he did not convey to the said George pursuant to the award aforesaid but the said Isaac hath no title in the said one hundred acres of Land or any part thereof and cannot justly convey the same to the said George and wholly refuses to pay the said George the said sum of twenty shillings per acre for the same and this the said George is ready to verify and so forth, Wherefore he prays Judgment and his debt aforesaid together with damages for the detention thereof to him to be adjudged and so forth.

And thereupon on motion of the said Richard Lansdale by his said attorney, it is ruled by the Court here that the said George Mansell give security for Costs in case he shall happen to be nonsuited in the plea aforesaid, until the second day of next Court. the same day is given to the said Richard Lansdale als

And now at this day to wit, the said second day of May in the year of our Lord one thousand seven hundred and ninety four, comes again into the General Court here the said Richard Lansdale by his attorney aforesaid, but the said George Mansell although solemnly called comes not, but makes default, nor does he further prosecute his writ against the said Richard Lansdale in the plea aforesaid; Therefore it is considered by the Court here, that the said George Mansell take nothing by his said writ in the plea aforesaid, but that he for his false clamour, be in mercy and so forth, and that the said Richard Lansdale go thereof without day and so forth. and it is also considered