and defend his Title the then next and now present April Term he would be turned out of Possession.

Therefore It is ordered by the Court with the consent of the Attornies for both Parties that William Hopper be admitted Defendant instead of the now Defendant Peter Nought and that he forthwith appear at the suit of the ⁊ Plaintiffs and put in common Bail and receive a Declaration in a plea of Trespass and Ejectment for the Messuages and Premisses in Question and plead thereunto not Guilty and that upon the Trial of the Issue he confess Lease Entry and actual Ouster and insist upon the Title only otherwise Judgment shall be entered by the Plaintiff against the now Defendant Peter Nought by Default And if upon the Trial of the said Issue the said William Hopper shall not confess Lease Entry and actual Ouster by which the Plaintiffs will not be able further to prosecute their Bill against the said William Hopper then no Costs shall be awarded upon such Nonsuit but the said William Hopper shall pay to the Plaintiffs the Costs and charges to be taxed thereupon. And it is further Ordered that if on the Trial of the said Issue a Verdict shall be given for the Defendant or if it happen the Plaintiffs should not further prosecute ⁊ their said Bill for any other cause than for not confessing the said Lease entry and actual Ouster that then the Plaintiffs Lessor shall pay to the said William Hopper his Costs and Charges in that case to be awarded to him By the Court { Thomas Jennings for the Plaintiff / Robert Goldsborough for the Defendant

And the aforesaid William Hopper by Robert Goldsborough his Attorney prayed Liberty of Imparling thereof here untill the second Tuesday in September next and he had it the same day was given to the aforesaid Plaintiffs and so forth

At which aforesaid second Tuesday in September Seventeen hundred and seventy three came the Parties aforesaid by their Attornies aforesaid and the aforesaid William Hopper by his Attorney aforesaid prayed further Liberty of Imparling thereof here untill the second Tuesday in April next and he had it the same day was given to the aforesaid Plaintiffs and so forth.

At which aforesaid second Tuesday in April Seventeen hundred and seventy four came the Parties aforesaid by their Attornies aforesaid and the aforesaid William Hopper by his Attorney aforesaid prayed further Liberty of Imparling thereof here untill the second Tuesday in September next and he had it the same day was given to the aforesaid Plaintiffs and so forth.

At which aforesaid second Tuesday in September seventeen hundred and seventy four came the Parties aforesaid by their Attornies aforesaid and the aforesaid William Hopper by his Attorney aforesaid prayed further Liberty of Imparling thereof here untill the second Tuesday in April next and he had it the same day was given to the aforesaid Plaintiffs and so forth.

At which aforesaid second Tuesday in April seventeen hundred and seventy five came the Parties aforesaid by their Attornies aforesaid and the aforesaid ⁊ William Hopper by his Attorney aforesaid prayed further Liberty of Imparling thereof here untill the second Tuesday in September seventeen hundred and seventy five and he had it the same day was given to the aforesaid Plaintiffs. and so forth.

At which aforesaid second Tuesday in September seventeen hundred and seventy five came the Parties aforesaid by their Attornies aforesaid And thereupon the Process between the Parties aforesaid was continued here from the aforesaid second Tuesday in September seventeen hundred and seventy five untill the second Tuesday in April Anno Domini seventeen hundred and seventy eight according to the Act of The General Assembly of The State of Maryland in such case made ⁊ and provided.

At which aforesaid second Tuesday in April seventeen hundred and seventy eight came the Parties aforesaid by their Attornies aforesaid and the af.d William Hopper by his Attorney aforesaid prayed further Liberty of Imparling thereof here untill the second Tuesday in September next and he had it the same day was given to the aforesaid Plaintiffs and so forth

At which aforesaid second Tuesday in September seventeen hundred and seventy eight came the Parties aforesaid by their Attornies aforesaid and the aforesaid William Hopper by his Attorney aforesaid prayed further Liberty of Imparling thereof here untill the second Tuesday in April next and he had it the same day was given to the aforesaid Plaintiffs and so forth.

At which aforesaid second Tuesday in April seventeen hundred and seventy nine came the Parties aforesaid by their Attornies aforesaid. And the Parties aforesaid by their Attornies aforesaid mutually agreed.

That the Defendant shall convey to the Plaintiffs All that Ten Acres of Land called Chester Mill Land as described on the Platts in this Cause on the location of the Defendant with the Improvements thereon.

That the Defendant shall convey to the Plaintiffs All that two hundred Acres of Land Beginning at the Letter A. in the Platt in this Cause admitted by the Parties to be the begining of Providence and runing thence South one hundred Perches East three hundred and twenty Perches North one hundred Perches West to the beginning aforesaid Be the same known by the Name of Providence or Hoppers Industry Addition. And that the Defendant shall convey unto the Plaintiffs All that part of a Tract of Land called Fishingham which was devised to the Defendant by his Father William Hopper Deceased And all the Tract of Land called Fishingham Addition devised to the Defendant as aforesaid with the Brick Dwelling House and all other the Improvements thereon.

That the Plaintiffs shall convey to the Defendant All the Residue of the aforesaid Tract called Providence as located in the Platts in this Cause Except