Declaration aforesaid may answer; But the said George Grover Bennett altho' so lawfully called comes not but makes default by which the said Robert Anderson and Company remain against the said George Grover Bennett thereof undefended &c.

It is therefore considered by the Court here that the said Robert Anderson and Company recover against the said George Grover Bennett as well the aforesaid sum of Eleven hundred and forty nine pounds fourteen shillings and five pence currency their Debt aforesaid as also the quantity of six hundred and fifty three pounds of Tobacco by the court here unto them on their assent adjudged as well for their damages sustained by means of detaining that Debt as for their Costs and Charges by them about their suit in this behalf laid out and expended and the said Defendant in Mercy &c.

Memorandum. The Plaintiff agrees to release the Penalty on Payment of principal Interest and Costs of Suit Payments if any to be allowed.

James Earle Clk

Jonathan Biscoe's Lessee

against

Richard Tilghman Earle

The State of Maryland — Queen Anns County ss. Richard T. Earle late of Queen Anns County Planter was attached to answer unto Titus Trusty of a plea wherefore with force and Arms and so forth into all that Tract or parcell of plantable Land called Pleasant Spring lying and being in the County aforesaid with the appurtenances containing five hundred acres of Land which Jonathan Biscoe to him the said Titus demised for a term not yet past he the said Richard Tilghman Earle did enter and him the said Titus from his farm aforesaid did eject and other harms to him the said Titus did to the great damage of him the said Titus and against the Peace of the right Honorable the Lord Proprietary that now is and so forth — And whereupon the said Titus by Thomas Johnson junior his Attorney complains that whereas the aforesaid Jonathan Biscoe on the twelfth day of August in the year of our Lord seventeen hundred and seventy four at Queen Annes county aforesaid had demised unto him the said Titus the said Premises with the Appurtenances thereunto belonging to have and occupy the same Premises with the Appurtenances to him the said Titus and his Assigns from the eleventh day of

the same August until the full end and term of six years then next following and fully to be compleat and ended. by virtue of which demise the aforesaid Titus into the premises with the Appurtenances did enter and was thereof possessed and the said Titus being so thereof possessed the aforesaid Richard afterwards, to wit, on the same twelfth day of August in the year seventeen hundred and seventy four at Queen Annes County aforesaid with force and Arms and so forth into the Premises with the Appurtenances aforesaid which the said Jonathan Biscoe to him the said Titus in form aforesaid had demised for the Term aforesaid which is not yet past entered and him the said Titus from his Farm aforesaid did Eject and other harms to him the said Titus then and there did to the great damage of him the said Titus and against the Peace of the Right honourable the Lord Proprietary that now is and so forth whereby the said Titus saith he is the worse and hath damage to the value of five hundred pounds current money and therefore he brings suit and so forth.

Th: Johnson junior pro: Quer. Pledges &c. John Doe & Richard Roe.

And the aforesaid Richard Tilghman Earle by James Holliday his Attorney comes and Defends the force and injury when and so forth and takes Defence according to his Pretentions as they shall appear to be laid down on the return of a Warrant of Resurvey to be issued in this Cause and enters into the common rule and prays leave to imparle hereunto until the second Tuesday of April next, and it is granted unto him the same day is given to the Plaintiff also. At which day to wit, the second Tuesday of April Anno Domini One thousand seven hundred and seventy five, here comes again the Parties aforesaid by their Attorneys aforesaid, and the aforesaid Richard Tilghman Earle by his Attorney aforesaid prays further leave to imparle hereunto until the second Tuesday of September next and it is granted unto him the same day is given to the Plaintiff also.

At which day, to wit, the second Tuesday of September Anno Domini one thousand seven hundred and seventy five here comes again the Parties aforesaid by their Attorneys aforesaid And thereupon the process between the Parties aforesaid was continued here from the aforesaid second Tuesday in September seventeen hundred and seventy five until 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 day, to wit, the second Tuesday of April Anno Domini One thousand seven hundred and seventy eight here comes again the Parties aforesaid by their Attorneys afd.