September Term he would be turned out of possession. And the aforesaid Benjamin Benny the Tenant in possession comes into Court here by Robert Goldsborough his Attorney — It is therefore ordered, by the consent of the Attorneys for both parties that Benjamin Benny be made Defendant in the stead of the now Defendant Thomas Gravenall and do forthwith appear at the suit of the Plaintiff, and receive a Declaration in an Action of Trespass and Ejectment for the premises in question, and forthwith plead thereto not guilty, and upon the Trial of the issue, confess lease, entry and Ouster, and insist upon the title only; otherwise let Judgment be entered against the now Defendant Thomas Gravenall by default; And if, upon the Trial of the issue the said Benjamin Benny shall not confess lease entry and ouster, whereby the Plaintiff shall not be able further to prosecute his writ against the said Benjamin Benny, then no Costs shall be allowed for not prosecuting the same; but the said Benjamin Benny shall pay Costs to the Plaintiff, in that case, to be Taxed. And it is further ordered that if upon the Trial of the said Issue, a verdict shall be given for the said Benjamin Benny, or it shall happen that the Plaintiff shall not further Prosecute his said Writ for any other cause than for not confessing lease, entry, and ouster, then the Lessee of the Plaintiff shall pay to the said Benjamin Benny cost in that behalf to be adjudged. By the Court.

William Hayward Attorney for the Plaintiff.

Robert Goldsborough Attorney for Defendant.

And the aforesaid Benjamin Benny by his Attorney aforesaid 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 aforesaid, and prays leave of the Court to imparle hereunto until the second Tuesday of April next, and he hath it, 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 eighty four, came again the parties aforesaid by their Attorneys aforesaid and the aforesaid Benjamin Benny by his Attorney aforesaid prays further leave to imparle hereunto until the second Tuesday of September next, and he hath it 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 eighty four, come again the Parties aforesaid by their Attorneys

aforesaid And the aforesaid Benjamin Benny by his Attorney aforesaid prays further leave to imparle hereunto until the second Tuesday of April next, and he hath it, 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 eighty five come again the parties aforesaid by their Attorneys aforesaid and the aforesaid Benjamin Benny by his Attorney aforesaid prays further leave to imparle hereunto until the second Tuesday of September next; and he hath it: 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 eighty five comes again as well the said Richard Tinsly Lessee of the aforesaid William Benny and Wife by his Attorney aforesaid as the said Benjamin Benny by his Attorney aforesaid, and the said Benjamin Benny by his Attorney aforesaid defends the force and injury when and so forth, and says that he is not guilty of the Trespass and Ejectment above laid to his charge in manner and form as the said Richard Tinsly hath above thereof complained against him, and of this he puts himself upon the Country; and the said Richard Tinsly Lessee of the aforesaid William Benny and Wife do the like. — Whereupon this Cause being ready for trial, further Process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said Parties and their Attorneys aforesaid, and by order of the Court here thereon is continued until the second Tuesday of April next.

At which day, to wit, the second Tuesday of April Anno Domini One thousand seven hundred and eighty six came again the Parties aforesaid by their Attorneys aforesaid. And thereupon further Process of and upon the Premises aforesaid between the Parties aforesaid, by consent of the said Parties and their Attorneys aforesaid, and by order of the Court here thereon is further continued until the second Tuesday of September next.

At which day to wit, the second Tuesday of September Anno Domini One thousand seven hundred and eighty six, comes again as well the said Richard Tinsly Lessee of the aforesaid William Benny and Wife by his Attorney aforesaid as the said Benjamin Benny by his Attorney aforesaid Whereupon the said Benjamin Benny by his Attorney aforesaid offers himself ready for trial against the aforesaid Richard Tinsly Lessee of the said William Benny and Wife in the plea aforesaid; but the said Richard Tinsly Lessee of the said William Benny and Wife altho' solemnly called comes not, but makes default, nor does he further prosecute his Writ