Kent County Court Seal

In Testimony that the above is a true Copy of the Proceedings in the Action aforesaid, I have hereunto set my hand, and affixed the public Seal of Kent County this 2d day of September 1789.

Ben Chambers Clk.

And the said James by his Attorney aforesaid prayed that a rule of Court be made for the said Cornelius to file his plea and answer to the Declaration aforesaid of him the said James at the next April Term and it was granted unto him; 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 was further continued until the second Tuesday of April then next following – At which said second Tuesday of April seventeen hundred and ninety, came again the parties aforesaid, by their Attorneys aforesaid; and the said Cornelius by his Attorney aforesaid, saith that the said James his Action aforesaid thereof against him to have and maintain ought not, because he saith that he hath fully administered all and singular the Goods and Chattels which were of the said James Tansant at the time of his death in his hands to be administered; and that he hath not, nor at the day of the Impetration of the original Writ of the said James in this Cause, nor at any time since, had any Goods or Chattels which were of the said James Tansant at the time of his death in his hands to be administered, whereby the said Cornelius, the claims of the said James or any part thereof to the said James could pay or satisfy; and this he is ready to verify; wherefore he prays Judgment whether the said James his Action aforesaid thereof against him to have or maintain ought and so forth &c. And the said James by his Attorney aforesaid, saith that by any thing above pretended in the plea of the said Cornelius he ought not to be precluded from having and maintaining his said Action thereof against him, because he saith that the said Cornelius at the day of the Impetration of the original Writ of him the said James in this Cause, to wit, on the day of in the year had divers Goods and Chattels which were of the said James Tansant at the time of his death in his hands to be administered, to the value of pounds current money, and sufficient to pay and satisfy the demand of the said James, to wit, at the County aforesaid, and this he prays may be enquired of the County &c. and the said Cornelius thereof in like manner &c. Whereupon this Cause standing 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 was further continued until the second Tuesday of September then next following – At which said second Tuesday of September seventeen hundred and ninety, come again the parties aforesaid by their Attorneys aforesaid, and the said Cornelius Admr as aforesaid, by his Attorney, relinquishing the Averment aforesaid above by him pretended, saith that the said James ought not to be precluded from having and maintaining his said Action thereof against him &c.

because he saith that he cannot deny but that the said James Tansant at the time of his death did owe to the said James Pearce the said sum of one hundred and sixty pounds current money as the said James Pearce above thereof hath complained; Therefore it is considered by the Court here that the said James Pearce do recover against the said Cornelius Admr as aforesaid as well the sum of one hundred and sixty pounds current money his Debt aforesaid, as also the Quantity of seven hundred and ninety nine and one fifth pounds of Tobacco by the Court unto him on his Agent adjudged for his Costs and Charges by him about his suit in this behalf laid out and expended to be levied of the Goods and Chattels, Rights and Credits which were of the said James Tansant at the time of his death, and which shall hereafter come to the hands of the said Cornelius Admr as aforesaid to be administered and the said Cornelius in Mercy &c.

James Earle Clk.

Judgment was confessed this Action on the eighteenth day of September seventeen hundred and ninety, for Penalty and Costs, when Assets beyond prior Judgments, to be released on payment of Principal, Interest and Costs.

Richard Martin's Lessee vs Ann Muse. . . . . } Dorchester County, to wit. Ann Muse late of Dorchester County was attached to answer unto Henry Fairclaim of a plea wherefore with force and arms at the County aforesaid, she the said Ann entered into all that Tract of plantable Land called "Martins Addition to Darby," lying and being in the County aforesaid containing thirty five acres and one half of an acre of Land with the Appurtenances thereto belonging; which said Tract of Land and premises, Richard Martin hath demised to the said Henry Fairclaim for a Term of years which is not expired and ejected him from his said farm, and other wrongs to him did, to the great Damage of the said Henry Fairclaim and against the Peace, Government and Dignity of the State of Maryland – And whereupon the said Henry Fairclaim by Robert Goldsborough his Attorney complains that whereas the said Richard Martin on the first day of January in the year seventeen hundred and eighty six, at the County aforesaid had demised to the said Henry the aforesaid Tract of Land and Premises with the Appurtenances thereunto belonging, to have and to hold the same with the Appurtenances to him the said Henry and his Assigns from the last day of December in the year seventeen hundred and eighty five to the full end term of ten years thence next following and fully to be complete and ended, by virtue of which said Demise the said Henry Fairclaim entered into the said Tract of Land and premises with the Appurtenances and was thereof possessed, and the said Henry being so thereof possessed the said Ann Muse afterwards, to wit, on the fourth day of January in the year seventeen hundred and eighty six at the County aforesaid, with force and arms &c entered into the aforesaid Tract of Land and Premises with the Appurtenances which the aforesaid Richard Martin demised to the said Henry in form aforesaid for the Term aforesaid which is not yet expired and ejected him from his said