aforesaid, to the sum of Nine hundred and forty five pounds Nine Shillings and Eight pence current money; therefore it is considered by the Court here, that the aforesaid James Allen and Cornelius Comegys, recover against the said John Mahin and John Swain as well the sum of Nine hundred and forty four pounds Nine shillings and Eight pence current money, his damages, by the Jurors aforesaid, in form aforesaid assessed, to be sustained by occasion of the non performance of the promise and assumption aforesaid, as the Quantity of one thousand Nine hundred and twenty five pounds of Tobacco by the Court here unto them, the said James Allen and Cornelius Comegys, on their first instance for their costs and charges by them about their suit in this behalf laid out and expended; and the said John Mahin and John Swain in Mercy &c.

Test James Earle Junior Clerk

Memorandom. Judgment was rendered in this action on the twelfth Day of April one thousand seven hundred and ninty nine for £946.9.6 current money and costs.

Adam Hinchmans Lessee against James Garrett Tent.	Be it remembered that on the first day of April one thousand seven hundred and ninety six Samuel Seckright lessee of Adam Hinchman's by William Alexander and Luther Martin

his Attorneys declared in the general Court against Nathan Knight in a plea of trespass and ejectment, with a notice thereto annexed, in form following, to Wit:— Easton Shore of Maryland Caroll County ss. Nathan Knight late of Caroll County planter was attached to answer unto Samuel Seckright of a plea wherefore with force and arms and so forth he entered into all that Tract of arable land called Bachelors Hope situate in Caroll County with the appurtenances containing four hundred acres of land which Adam Hinchman to him the said Samuel demised for a Term not yet past he the said Nathan did enter and him the said Samuel from his Farm aforesaid did eject and other Harms to him the said Samuel did to the great Damage of him the said Samuel and against the Peace Government and Dignity of the State of Maryland and so forth and Whereupon the said Samuel by William Alexander his Attorney complains that whereas the afs. Adam Hinchman on the first day of March In the year of our Lord One thousand seven hundred and Ninety six at the County aforesaid had demised unto him the said Samuel the said premises with the Appurtenances thereunto belonging to have and occupy the same premises with the appurtenances to him the said Samuel and his Assigns from the Seventy Ninth day of February then last past untill to full end and term of Ten Years then next following fully to be compleat and ended By virtue of which Demise the aforesaid Samuel into the premises with the appurtenances did enter and was thereof possessed And the said Samuel so being thereof possessed the aforesaid Nathan afterwards to wit on the same first day of March In the year afs. at the County aforesaid with force and Arms and so forth into the premises with the appurtenances afs. which the said Adam Hinchman to him the said Samuel in form aforesaid had demised for the Term afs. which is not yet past entered and

and him the said Samuel from his Farm afs. did eject and other Enormities to him the said Samuel then and there did to the great Damage of him the said Samuel and against the peace Government and Dignity of the state of Maryland and so forth Whereby the said Samuel saith he is worse and hath Damage to the value of One thousand pounds current money of Maryland and therefore he brings Suit &c.

John Doe and Richard Roe } Plegs of Pros.

William Alexander

To Mr James Garrett, Sir/ I am informed you are in possession of or claime Title to the premises in this Declaration of Ejectment mentioned or to some part thereof And I being sued in this Action as casual Ejector and having no Claime or Title to the same do advise you to appear to this Declaration at the next General Court to be held at Easton on the second Tuesday of April next by some Attorney of that court and then and there by rule of the same Court to cause yourself to be made Defendant in my stead otherwise Judgment will be entered against me and you will be turned out of possession. Your Good Friend Nathan Knight March 30th 1796. A copy of which said declaration and notice was made and sent to the sheriff of Caroll County aforesaid, thereon endorsed "to be served on the Tenant in Possession, or left at his last place of abode, at least eight eight exclusive days before the next Session of the General Court;" at which mentioned second Tuesday of April in the year of our Lord one thousand seven hundred and ninety six being the return day of the service of a copy of the aforegoing declaration came into the general Court the said Samuel Seckright lessee of the said Adam Hinchman by his Attorneys aforesaid, and the sheriff of Caroll County aforesaid to wit:— Gentlemen to whom a copy of the said declaration in ejectment and notice aforesaid, was in form aforesaid made and sent certified to the said court the service thereof, in form following to Wit:— "served fourth of April;"— whereupon the said Samuel Seckright lessee as aforesaid, by his attorney aforesaid prayed that the said Nathan Knight, the defendant, the said James Garrett, Tent. in possession of the of the said premises, or those under whom he claims, to the declaration aforesaid may appear; And thereupon the said James Garrett by the Tenant in possession of the premises by Phillip Barton Key and Davidson David his Attorneys, in pursuance of the notice aforesaid came into our General Court and entered into the common Rule by consent in Ejectment and prayed leave of the Court to imparle until the next Term and he had it, the same day was given to the said Samuel Seckright lessee afs. there &c. At which at the said Court to Wit:, the second Tuesday of september one thousand seven hundred and ninety six came into Court as well the said Samuel Seckright lessee of Adam Hinchman by his Attorneys afs. as the said James Garrett, Tent. in possession by his Attorneys afs.; and thereupon the said Samuel