and subtilly to deceive and defraud the aforesaid Thomas of the two pounds
thirteen shillings together with the interest damages & costs of the last aforesaid
to the same Wm Goldsmith in his Lifetime or to the said Elizabeth (sole)
to whom Execr of the last will & testament of the said Wm after
his death hath been legally Committed or to the said Henry and Elizabeth
after the Espousalls between them Celebrated or to any or either of
them the said George Hutchins hath not paid all the by the said Wm
Goldsmith in his Lifetime (to wit) the same day year and place
last mentioned afterwards thereto required and by the said Henry &
Elizabeth after the death of the said Wm and after the Espousalls between
them Celebrated at St Marys County aforesaid the tenth day of Dec 1696
divers other days & times by the said Henry and Elizabeth since thereto
Requested but the same to pay to the said Wm in his Lifetime or to the
said Henry & Elizabeth in their Capacity since his death hath denyed
refused & still doth deny & refuse in Relation of the Executorship of the said Wm
to the damage of the said Henry & Elizabeth twenty pounds & therefore they bring their Suit & the said Henry & Elizabeth bring into
Court the Letters Testamentary whereby &c

Replevy &c Jno Dod & Cuthbert Rob

And the said George Hutchins in Custody &c by Wornall Hunt his attorney
Comes and defends the Force & Injury when &c & prayes Leave to
Imparle thereunto until next Court & he hath it &c the same day given
unto the plaintiffs also — Attwhich said next Court to wit
the 11th Day of July anno Dni 1710 Come again the said
Henry Jenings and Elizabeth his wife by their attorney
aforesaid, and the said Defendant thereupon saith that the said George Hutchins for
the said Rent was taken in the County aforesaid pursuant to
the act of Assembly, but for part thereof Rent is not taken
pursuant to the said action brought, the Court will not remove
the same as prayed by the said Hutchins, and therefore
the said Defendant prays Judgment for the said Hutchins, and the plaintiffs that the
Replevin be dismissed out of this court & the said Rent be adjudged
to the said Defendant Hutchins in Bailment as before mentioned &c
Whereupon the said Henry Jenings and Elizabeth his wife by their
attorney aforesaid Replyed that the said George Hutchins for Rent
due & to grow due in the year aforesaid Distrained on the
said George Hutchins allth Plaintiffs Cattle Come not but Make
Default whereby the said plaintiffs Demand against the said
Defendt wrongfully and unjustly Therefore It is Considered by the Court

(that)

July Court 1710

that the said Day & year last mentioned that the said Henry Jenings and
Elizabeth his wife Plaintiffs Recover against the said George Hutchins Jr
Custody aforesaid with the Rent aforesaid taken and
Damages aforesaid by the Jurors in the Case aforesaid assessed
and the said Defendant in Mercy &c

Chas Gerrard Esqr of
Mr Thomas Hargrove
vs
Mr Tempest Mary Cotton Ext

Mary Cotton Mr Tempest late of Calvert
County planter was attached to answer
unto Chas Gerrard Esqr of a plea wherefore
with force and arms &c into the Dwelling
house of the said Chas Gerrard there one orchard and
Garden in and with a Fence and a parcell
of Land Plantate Being in Calvert County
aforesaid called or known by the Name of Hargrove hope and
Beginning at a Marked white Oak by the side of a branch the
Mouth and of a Branch of Tarbrook Swamp and running North North
West forty perches to a Hickory standing on a hill bounded on the West
by a Lost Drain North Eight hundred Fifty perches to a bounded white oak
in the Road with line of Tarbrick Manor bounded on the North
by the said Manor and running East One hundred and ten perches to a bounded
from in a branch of Tarbrick Swamp bounded on the East by the run
of the said Swamp and run of the said run upwards to the Mouth of the
first Mentioned branch and with the said branch to the first bounded free
containing two hundred and more or less which Thomas Hargrove
of Calvert County aforesaid planter with the said Gerrard Esqr for a Debt of Sixty
not yet expired Demised Did Enter and the said Gerrard Did Seize from the same
aforesaid Did Eject and other Enormities to him Did Do to the great Damage
of the said Gerrard and against the peace &c
Whereupon the said Gerrard Esqr by Charles White his attorney Complained
that between the said Thomas the first day of May anno Dni 1710 at
Calvert City &c Did Demise the aforesaid tenement and premisses unto the
said Gerrard to hold and enjoyed from the said first day of May
unto the full term and Terme of three years from thence to be fully
Compleat and ended, by virtue of which Demise the said Gerrard afterwards
into all and singular the premisses Did Enter and was therof possessed, and
being therof possessed the said Mr Tempest afterwards on the 10th Day
of May in the year aforesaid with force and arms into all and singular
the premisses with the appurtenances which the said Thomas to the said
Gerrard in form aforesaid Did Demise for the said Terme of years which
is not yet expired Did Enter and the said Gerrard from his said Terme of the
said terme not being expired Did Eject oust and expell and other
Enormities to him then and there Did to the great Damage of the

(said)