

remember that about the time that M^r Ogle died, A Cause Letter Bk. I. came on to be heard before the provincial Court in which a Son of M^r Thomas was plantiff & the Vestry of S^t Mary Ann Parish in Cæcil Cty Defendant. The Matter disputed was the Right of the Vestry to 100 Acres of Land part of Talbot Mannour which the Defendants contended they held under the persons who purchased it of that Talbot who was convicted in p. 111 Virginia for a Murder committed on board one of his Majesty's Ships in Potuxent River. The Provincial Court did not enter much into the Merits of the Cause but gave their Judgment that the Supreme Court of Virginia could not properly take Cognizance of a Crime committed in this province therefore that the conviction was illegal & that the Copy of the Record of the Conviction ought not to be Evidence in this Gov^t. This Judgment of the provincial Court might have been attended with ill Consequences with respect to his Ldps Title to the whole Mannour. therefore M^r Thomas & the Agent not being of opinion that the Court ought to have regarded or determined on that point desired to be heard against the Judgment in the Court of Appeals, which Court on a Hearing about 13 weeks since did reverse the Judgment of the Provincial for the Reasons offered by the Appellent. The Action brought by M^r Thomas was to recover 100 Acres of Land that the Vestry holds & claims. M^r Thomas had taken a Lease of the Agent under His Ldp & was to have enjoyed it had a Verdict been given in his favour. There are about 500 Acres more of the mannour under the same or similar Circumstances which are claimed by one M^r Baker a Burgess under Deeds of Sale &c from sundry persons who had purchased under the Heirs or Executors of that Talbot the Father. The Judgment of the provincial Court being reversed M^r Thomas is at Liberty to insist on a new Hearing before that Court but his fears lest the Issue of a Tryal should affect his Ldps Title incline him to drop his pretensions especially as the Vestry & M^r Baker are willing to remove all Occasion for future Disputes by consenting to Lease the Land they respectively claim if His Ldp will grant them Leases renewable for ever on the same terms that the Rest of the Mannour is leased. The other parts of the Mannour that lye south of the Temporary Line were I am informed leased by his late Ldps Order to avoid Disputes with such as were in possession who w^d else have contested His Ldps Title. p. 112 The Leases renewable every 99 years on payment of a small Fine two fines payable on every Alienation & a small Quit Rent reserved. Col^o Lloyd & M^r Tasker are of Opinion with me that if His Ldp be so pleased the Propositions of M^r Baker & the Vestry should be received. You will be pleased to submit this to his Ldp & direct what shall be done & also whether