and against the peace dignity and government of the State of Maryland and so forth. And whereupon the said Solomon by John Thomson Mason his attorney complains that whereas the aforesaid Jonas Hogmire on the first day of March in the year seventeen hundred and ninety nine at Washington county aforesaid had demised unto him the said Solomon the said premisses with the appurtenances thereunto belonging to have and to occupy the same premisses with the appurtenances to him the said Solomon and his assigns from the twenty eighth day of february then last past until the end and term of ten years then next following fully to be compleat and ended, by virtue of which demise the aforesaid Solomon unto the premisses with the appurtenances did enter and was thereof possessed; and the said Solomon so being thereof possessed the aforesaid Simon afterwards, to wit, on the same first day of March in the year seventeen hundred and ninety nine at Washington county aforesaid with force and arms and so forth into the premisses with the appurtenances aforesaid which the said Jonas Hogmire to him the said Solomon in form aforesaid had demised for the term aforesaid which is not yet past, entered and him the said Solomon from his farm aforesaid did eject and hold out and still does hold out and other harms to him the said Solomon did to the great damage of him the said Solomon and against the peace of the state of Maryland and so forth, whereby the said Solomon saith he is the worse and hath damage to the value of six hundred pounds current money of Maryland and therefore he brings suit and so forth. —

John T. Mason for Plff. pledges and so forth John Doe and Rich. Roe.

Sir.

I am informed that you are in possession or claim title to the premisses in this declaration of ejectment mentioned or to some part thereof and I being sued as casual Ejector and having no claim or title to the same do advise you to appear to this declaration at the next General court to be held at the City of Annapolis on the second tuesday in May 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 and confess the lease entry and ouster and insist upon the title only at the trial, otherwise Judgment will be given against me by default and you will be turned out of possession. —

To Mr. Robert Barnett
Tenant in possession

Your faithfull friend
Simon Foolish

March 9th 1799

At which mentioned second tuesday of May being the fourteenth day of the same month, in the year of our Lord one thousand seven hundred and ninety nine, and the day of the return of the execution of the aforegoing declaration in Ejectment, comes into the General court here, the aforesaid Solomon Sensible lessee of the aforesaid Jonas Hogmire by John Thomson Mason his Attorney aforesaid; and the Sheriff of Washington county aforesaid

to wit. John Magoner Gentleman, to whom a copy of the said declaration in Ejectment and notice was in form aforesaid made and sent likewise, comes and makes return thereof, to the Court here in form following, to wit,

Service on the 6th day April 1799. John Magoner Shff

Thereupon Joseph Chapline the Landlord by Philip Barton Key and Arthur Shaff his Attornies appears in court here, who claiming right to the premises in question, prays leave of the court here to be made defendant instead of Robert Barnett the tenant in possession: and it is granted unto him; and thereupon it is ruled by the court here, with the consent of the aforesaid Solomon Sensible lessee of the aforesaid Jonas Hogmire by his Attorney aforesaid and the said Joseph Chapline (who claims the title in question) by his attornies aforesaid that the said Joseph Chapline be admitted Defendant in the place of the now Defendant Simon Foolish the Casual Ejector and that he immediately receive a declaration, and plead thereto the general issue, and at the trial thereon to be had the said Joseph Chapline shall appear in his proper person or by his Attorney or Counsel, and confess the lease, entry and actual ouster and expulsion of so much of the tenements in the declaration of the aforesaid Solomon Sensible lessee of the aforesaid Jonas Hogmire as is in the possession of the said Joseph Chapline or his tenants or of any other person claiming by or under his title, or in default thereof, that Judgment be entered against the now Defendant Simon Foolish the Casual Ejector, but that prosecution be stayed against him until he makes default in any of the premises; And it is further ruled by the court here with consent of Counsel that if by reason of such default the aforesaid Solomon Sensible lessee of the aforesaid Jonas Hogmire shall become non suit at the trial the said Joseph Chapline shall take no advantage thereof, but shall pay to the said Solomon Sensible lessee of the aforesaid Jonas Hogmire his costs and so forth; and it is further ruled by the court here that if upon the trial of the said issue a verdict shall be given for the said Joseph Chapline or if the aforesaid Solomon Sensible Lessee of the aforesaid Jonas Hogmire shall not prosecute his declaration upon any other cause than for the not confessing lease, entry and ouster as aforesaid then the aforesaid Jonas Hogmire lessor of the aforesaid Solomon Sensible shall pay costs and so forth, and thereupon the aforesaid Solomon Sensible lessee of the aforesaid Jonas Hogmire by his attorney aforesaid files in court here his declaration against the said Joseph Chapline in the plea aforesaid in manner and form following, to wit. — Western Shore, State of Maryland, Washington County, to wit. Joseph Chapline late of Washington yeoman, was attached to answer unto Solomon Sensible of a plea wherefore with force and arms and so forth, into all that tract or parcel of plantable land called Mount Pleasant lying and being in the county aforesaid with the appurtenances, which Jonas Hogmire to him the said Solomon demised for a term of year