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Resurvey was in form aforesaid directed, make return thereof to the Court here, with five plots and certificates thereto annexed: Whereupon the parties aforesaid by their attornies aforesaid pray leave of the Court here to amend the said plots and certificates returned to the Court here in this cause and to add thereto if necessary, by the third Monday of August next, and to them it is granted: and the same are delivered to the Sheriff and Surveyor aforesaid for that purpose: Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the Court here thereon, is further continued until the third Monday in August next.

At which mentioned third Monday in August being the 16th day of the same month in the year of our Lord one thousand eight hundred and twenty four, comes again into the County Court here, as well the said John Doe Lessee as aforesaid by his attornies aforesaid, as the said Elizabeth Tendall by her attornies aforesaid; and the said Sheriff and Surveyor of the County aforesaid to whom the said plots and certificates were delivered, for the purpose of amending, or adding thereto if necessary, return the same to the Court here, as amended. Whereupon the parties aforesaid, by their attornies aforesaid pray further leave of the Court here to amend the said plots and certificates returned to the Court here in this cause and to add thereto if necessary by the third Monday, in March next, and to them it is granted; and the same are delivered to the Sheriff and Surveyor aforesaid for that purpose; And the said Elizabeth Tendall by her attorney aforesaid prays that the said John Doe lessee of the said Henry D. Yates may be ruled to give security for costs and for fees accruing to the officers of the Court in the plea aforesaid; Whereupon it is ruled by the Court here that the said John Doe Lessee of the said Henry D Yates give security for the costs of suit and for the fees accruing to the officers of the Court in the plea aforesaid by the said third Monday in March next; and it is said to the said John Doe Lessee of the said Henry D Yates that if he does not give security by the day aforesaid Judgment will be rendered against him by default, the same day is given to the said Elizabeth Tendall then and so forth.

At which said third Monday in March being the 21st day of the same month in the year of our Lord one thousand eight hundred and twenty five, comes again into the County Court here as well the said John Doe lessee as aforesaid by his attornies aforesaid, as the said Elizabeth Tendall by her attornies aforesaid; and the said Sheriff and Surveyor of the county aforesaid, to whom the said plots and certificates were delivered for the purpose of amending and adding thereto if necessary, return the same to the Court here as amended. And now here comes into Court in his own proper person Joseph Shiburn of Charles County yeoman and undertakes for the said John Doe lessee of the said Henry D. Yates, that if the said John Doe Lessee as aforesaid in the plea aforesaid shall be nonsuited or from maintaining his action aforesaid shall be precluded then the said John Doe Lessee as aforesaid shall pay unto the

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said Elizabeth Tendall all such costs and charges by her about her defence in this part sustained which shall be adjudged unto the said Elizabeth Tendall by the Court here, or that he the said Joseph Shiburn will do the same for him: And also that the said John Doe Lessee as aforesaid shall pay to the several officers of the Court here the Fees accruing in the plea aforesaid, or that he the said Joseph Shiburn will do the same for him: Whereupon the parties aforesaid by their attornies aforesaid pray further leave of the Court here to amend the said plots and certificates returned to the Court here in this cause, and to add thereto if necessary, by the third Monday in August next, and to them it is granted; and the same are delivered to the Sheriff and Surveyor aforesaid for that purpose; Thereupon further process of and upon the premises aforesaid, between the parties aforesaid by consent of the said parties and their attornies aforesaid and by order of the Court here thereon is further continued until the third Monday in August next.

And now here at this day, to wit, the third Monday in August being the 15th day of the same month in the year of our Lord one thousand eight hundred and twenty five, comes again into the county court here, as well the said John Doe Lessee as aforesaid by his attornies aforesaid, as the said Elizabeth Tendall by her attornies aforesaid; and the said Sheriff and Surveyor of the county aforesaid, to whom the said plots and certificates were delivered for the purpose of amending or adding thereto, if necessary, return the same to the court here as amended. Whereupon for trying the issue aforesaid, between the parties aforesaid within joined, command is given to the Sheriff of the county aforesaid that he cause to come before the Court here immediately twelve H, by whom H and who neither H, to recognize H, because as well H and thereupon for trying the issue aforesaid, it is ordered by the Court here that twenty persons from the panel of petit Jurors be drawn by ballot according to the act of assembly in such case made and provided; and thereupon the twenty persons being so drawn by ballot and written upon two lists, one of which said lists is delivered to the counsel for the respective parties, and the counsel for each of the said parties having stricken out four persons from the said lists thereupon the remaining twelve persons being called come, to wit, Robert Ferguson, Robert Semmes, Thomas C. Bean, John J. Jenkins, Henry A. Neale, Francis L. Green, Nathan Harris, Robert Digges, Richard Brooke, William Hamilton John Taylor and William Penn, who being empannelled and sworn to say the truth in the premises upon their oath do say, that the said Elizabeth Tendall is not guilty of the trespass and ejectment aforesaid, as the aforesaid Elizabeth Tendall above by pleading hath alledged. Therefore it is considered by the Court here that the said John Doe Lessee as aforesaid take nothing by his declaration aforesaid, but he in mercy for his false clamor thereupon; and that the said Elizabeth Tendall go thereof without day and so forth, and it is further considered by the Court here that the said Elizabeth Tendall recover against the said John Doe Lessee as aforesaid the sum of twenty five