Penn 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 said John Penn Lessee as aforesaid shall become nonsuited at the trial, the said William Hanson shall take no advantage thereof, but shall pay to the said John Penn Lessee as aforesaid 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 William Hanson or if the said John Penn Lessee as aforesaid shall not prosecute his declaration upon any other cause than for the not confessing lease entry and ouster as aforesaid, then the said John Barnes Lessor of the aforesaid John Penn shall pay costs and so forth. And thereupon the aforesaid John Penn Lessee as aforesaid by his attorney aforesaid declares against the said William Hanson in the plea aforesaid in manner and form following to wit.

Maryland Charles county to wit. William Hanson late of Charles county farmer was attached — unto John Penn in a plea wherefore with force and arms and so forth at the county aforesaid, he entered into all that tract or parcel of plantable land called Posey's Chance lying and being in Charles county aforesaid containing two hundred acres with the appurtenances, and also entered into all that tract or parcel of plantable land called Hopewells addition lying and being in Charles county aforesaid and contiguous to the first mentioned tract containing one hundred acres with the appurtenances which John Barnes demised to the said John Penn for a term of years which is not yet expired and ejected him from his said farms and other wrongs to the said John Penn then and there did to the great damage of the said John Penn and against the peace government and dignity of the State &c. And whereupon the said John Penn by Clement Dorsey his attorney complains that the said John Barnes heretofore to wit, on the first day of January in the year of our Lord one thousand eight hundred and twenty five at Charles county aforesaid had demised to the said John Penn all that the said tract or parcel of plantable land called Posey's Chance lying and being in the county aforesaid containing two hundred acres with the appurtenances and also all that the said tract or parcel of plantable land called Hopewell's Addition lying and being in the county aforesaid containing one hundred acres with the appurtenances. To have and to hold the same to the said John Penn and his assigns from the thirty first day of December then last past, for and during and unto the full end and term of ten years from thence next ensuing and fully to be complete and ended, by virtue of which said demise the said John Penn entered into the said tracts or parcels of plantable land with the appurtenances, and was

thereof possessed, and being so possessed thereof the said William Hanson afterwards to wit, on the said first day of January in the year eighteen hundred and twenty five aforesaid with force and arms, that is to say, with swords staves and knives at the county aforesaid entered into the said tract or parcel of plantable land called Posey's Chance with the appurtenances, and also entered into the said tract or parcel of plantable land called Hopewells Addition with the appurtenances, which the said John Barnes had demised to the said John Penn in manner aforesaid, for the term aforesaid which is not yet expired and ejected the said John Penn from his said farms and other wrongs to the said John Penn then and there did to the great damage of the said John Penn and against the peace government and dignity of the State &c. Whereupon the said John Penn saith he is injured and hath sustained damage to the value of two thousand dollars current money of the United States, and therefore he brings suit &c.

C Dorsey Plaintiffs Attorney.

Thereupon on motion of the said William Hanson by his attorney aforesaid leave is given by the Court here to the said William Hanson to ascertain his defence and answer to the declaration aforesaid of the said John Penn Lessee as aforesaid in the plea aforesaid until the third Monday in August next, the same day is given to the said John Penn Lessee as aforesaid and so forth.

At which mentioned third Monday in August being the twenty first day of the same month in the year of our Lord one thousand eight hundred and twenty six, until which day the said William Hanson had leave to ascertain his defence and answer to the declaration aforesaid of the said John Penn Lessee as aforesaid in the plea aforesaid, come again into the county Court here as well the said John Penn Lessee as aforesaid by his attorney aforesaid, and the said William Hanson by his attorney aforesaid, and the said William Hanson by his attorney aforesaid defends the force and injury when and so forth, and thereupon on motion of the said William Hanson by his attorney aforesaid further leave is given by the Court here to the said William Hanson to ascertain his defence and answer to the declaration aforesaid of the said John Penn Lessee as aforesaid in the plea aforesaid, until the third Monday in March next, the same day is given to the said John Penn Lessee as aforesaid then and so forth.

At which mentioned third Monday in March being the nineteenth day of the same month in the year of our Lord one thousand eight hundred and twenty seven, until which day the said William Hanson had further leave to ascertain his defence and answer to the declaration aforesaid of the said John Penn Lessee as aforesaid in the plea aforesaid