said plaintiff for a term of years which is not yet expired and ejected him from his said farm and other wrongs to the said plaintiff there did to the great damage of the said plaintiff, and against the peace government and dignity of the State. And whereupon the said plaintiff by Thomas S. Alexander his attorney says, that the said John S. C. Nutwell heretofore to wit, on the first day of June Eighteen hundred and thirty at the county aforesaid had demised to the said plaintiff all that the said tract or parcels of plantable Land called Anne Arundel Manor and Burrages End, lying and being in the county aforesaid, containing one hundred acres of Land with the appurtenances, to have and to hold the same unto the said plaintiff or his assigns from the thirty first day of May then last past for and during and unto the full end and term of twenty years from thence next ensuing and fully to be complete and ended, by virtue of which said demise the said plaintiff entered into the said tracts or parcels of Land with the appurtenances and was possessed thereof and being so possessed thereof the said Richard afterwards to wit, on the 1st day of June Eighteen hundred and thirty 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 with the appurtenances which the said John S. C. Nutwell had demised to the said plaintiff in manner aforesaid for the term aforesaid, which is not yet expired, and ejected the said plaintiff from his said farm and other wrongs to the said plaintiff then and there did to the great damage of said plaintiff and against the peace dignity and government of the State and so forth. Wherefore the said plaintiff saith he is injured and has sustained damage to the value of one thousand dollars current money and therefore he brings suit and so forth.

Thos. S. Alexander Plffs Atty.

Sir. I am informed that you are in possession or claim title to the premises in this declaration mentioned or to some part thereof, and being sued in this action as a casual ejector and having no claim or title to the premises do advise you to appear at the county Court to be held in the City of Annapolis for Anne Arundel County on the third Monday of April next, by some attorney of that Court and then and there by rules of the same Court to cause yourself to be made defendant in my stead, otherwise I shall suffer judgment to be entered against me and you will be turned out of possession.

I am your loving friend. Richd. Fenn

To John Hilleary Fisher, tenant in possession of the premises or of some part thereof.

A Copy of which said declaration and notice was made and sent to the Sheriff of Anne Arundel County aforesaid thereon endorsed "To be served on the defendant, tenant in possession, or set up on the premises at least eight days before Court."

And which mentioned third Monday of April being the eighteenth day of the said month in the year of our Lord one thousand eight hundred and thirty one, and the return day of the service of a copy of the aforegoing

Declaration, comes into the County Court here the said John Dunn Lopez of the aforesaid John S. C. Nutwell by his attorney aforesaid, and the Sheriff of Anne Arundel aforesaid County, Rushrod W. Marriott Gentleman to whom a copy of the said declaration in ejectment and notice aforesaid was in form aforesaid made and sent certifies to the Court here the service thereof in form following, to wit:

"Service 3rd March. Rushrod W. Marriott Shff."

Whereupon the said John Dunn Lopez as aforesaid by his attorney aforesaid prays that the said Richard Fenn the defendant, the said John Hilleary Fisher, the tenant in possession of the said premises or those under whom he claims to the declaration aforesaid may appear. And thereupon the said John Hilleary Fisher by Somerville Pinkney his attorney in pursuance of the notice aforesaid comes into Court here. Whereupon it is ruled by the Court here with the consent of the said John Dunn Lopez as aforesaid, and the said John Hilleary Fisher who claims the title in question by his attorney aforesaid that the said John Hilleary Fisher be admitted a defendant in the place of the now defendant Richard Fenn (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 Dunn Lopez as aforesaid shall become nonsuited at the trial, the said John Hilleary Fisher shall take no advantage thereof, but shall pay to the said John Dunn Lopez 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 John Hilleary Fisher or if the said John Dunn Lopez 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 S. C. Nutwell Lessor of the aforesaid John Dunn shall pay costs and so forth. And thereupon the aforesaid John Dunn Lopez as aforesaid by his attorney aforesaid declares against the said John Hilleary Fisher in the plea aforesaid in manner and form following, to wit.

Anne Arundel County, to wit. John Hilleary Fisher late of said County Yeoman was attached to answer unto John Dunn in a plea wherefore with force and arms at the County aforesaid he entered into all those tracts or parcels of Land called "Anne Arundel Manor" and "Burrages End" lying and being in the County aforesaid containing one hundred acres of Land more or less with the appurtenances which John S. C. Nutwell demised to the said plaintiff for a term of years which is not yet expired and ejected him from his said farm and other wrongs to the said plaintiff then and there did to the great damage of the said plaintiff and against the peace government and dignity of the State. And whereupon the said plaintiff by Thomas S. Alexander his attorney says that the John S. C. Nutwell heretofore to wit on the first day of June Eighteen hundred and thirty at the County aforesaid had demised to the said plaintiff all that the said tracts or parcels of plantable land called Anne Arundel Manor and Burrages End lying and being in the County aforesaid containing one hundred acres of Land with the