of seven years from thence next ensuing and fully to be complete and ended. By virtue of which said demise the said John Doe entered into the said tenements with the appurtenances, and became and was possessed thereof for the said term so to him thereof granted as aforesaid. And the said John Doe being so thereof possessed, the said John Gooding afterwards to wit, on the first day of June in the year aforesaid with force and arms &c entered into the said tenements with the appurtenances, in which the said John Doe was so interested, in manner and for the term aforesaid, which is not yet expired, and ejected the said John Doe from his said farm and other wrongs to the said John Doe then and there did, to the great damage of the said John Doe and against the peace government and dignity of the State of Maryland. Wherefore the said John Doe saith that he is injured and hath sustained damage to the value of one thousand dollars, and therefore he brings his suit &c. J. Meredith. R. B. Magruder Attorneys for the plaintiff."

And thereupon the said John Gooding by his attorney aforesaid defends the force and injury when and so forth and says, that he is not guilty of the trespass and ejectment aforesaid in the declaration aforesaid mentioned, in manner and form as the said John Doe Lessee as aforesaid above against him hath complained, and of this he puts himself upon the country, and the said John Doe Lessee as aforesaid in like manner and so forth. Thereupon on motion of the said John Gooding by his attorney aforesaid leave is given by the Court here to the said John Gooding, to ascertain his defence in the plea aforesaid, until the first day of November next. The same day is given to the said John Doe Lessee as aforesaid and so forth. At which said first day of November, to wit in the year of our Lord one thousand eight hundred and thirty one come again into the County Court here the parties aforesaid by their attorneys aforesaid. Thereupon for further process of and upon the premises aforesaid, between the parties aforesaid by consent of the said parties and their attorneys aforesaid and by order of the Court here thereon is continued until the second day of April next.

And now here at this day to wit, on the first Monday in April in the year of our Lord one thousand eight hundred and thirty two being the day to which the Court here was by an act of the General Assembly of Maryland passed at December Session Eighteen hundred and thirty one, continued and adjourned, come again into the County Court here, the parties aforesaid by their attorneys aforesaid. Whereupon for trying the issue between the parties aforesaid above joined, it is ordered by the Court here, that twenty persons from the panel of Jurors returned to the Court here by the Sheriff of the County aforesaid, 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 that is to say, Samuel Watkins, Denton Shipley, William Jordan, William Wheaton, Elisha Dunnitt, William Gent, Edward Rider, Henry Guyton, Charles G. Hicks, David Orrick, John Lynch and Frederick Ritter, who being

empannelled and sworn to say the truth in the premises, upon their oath do say, that the said John Gooding is guilty of the trespass and ejectment aforesaid in manner and form as the said John Doe Lessee as aforesaid within complains against him, and they assess the damages of the said John Doe Lessee as aforesaid by occasion of the trespass and ejectment aforesaid, to the sum of one cent current money. Therefore it is considered by the Court here, that the said John Doe Lessee as aforesaid recover against the said John Gooding his term aforesaid yet to come and unexpired of and in all that tract or parcel of land called Jacks Double Purchase containing two hundred and three acres and one half of an acre, and also all that tract or parcel of land called Fords Place or Fords Choice containing one hundred and fifteen acres, with the appurtenances, together with the sum of one cent, by the Jurors aforesaid assessed for his damages which he hath sustained by occasion of the trespass and ejectment aforesaid, and also the sum of fifteen dollars, thirty three cents and one third of a cent for his costs and charges by him about his suit in this behalf expended, adjudged to the said John Doe Lessee as aforesaid by the Court here with his assent, and the said John Gooding in mercy and so forth.

Memorandum. The above judgment was rendered with a stay of execution thereon for sixty days.

And afterwards to wit, on the eleventh day of June in the year of our Lord one thousand eight hundred and thirty two, the said John Gooding, by writ of error in pursuance of the provisions of the act of Assembly in such case made and provided, applies to and directs the Clerk of Baltimore County Court to enter an appeal from the judgment aforesaid, so as aforesaid rendered to the Court of Appeals for the Western Shore of the State of Maryland which is accordingly done. Whereupon the said John Gooding files in the office of the Clerk of the said Court, a certain writing obligatory commonly called an appeal bond and which is in the words and of the tenor following to wit,

Know all men by these presents, that we John Gooding, George Williams and Stewart Brown are held and firmly bound unto John S. Donnell, James S. Donnell and William Donnell in the just and full sum of one thousand dollars, to be paid to the said John S. Donnell, James S. & William Donnell their certain attorney, executors administrators or assigns, to the payment whereof, well and truly to be made and done, we bind ourselves our heirs executors and administrators, jointly and severally firmly by these presents, sealed with our seals and dated this seventh day of June in the year of our Lord one thousand eight hundred and thirty two. Whereas a certain John Doe Lessee of the said John S. Donnell, James S. & William Donnell did obtain judgment against the said John Gooding, in Baltimore County Court at April Term in the year of our Lord one thousand eight hundred and thirty two, his term yet to come and unexpired of in and to all that tract or parcel of land called Jacks Double Purchase, containing two hundred and three acres and one half of an acre; and also all that tract or parcel of land called Fords Place or Fords Choice containing one hundred and fifteen acres, and one cent current, damages and costs of suit, from which said judgment