shall appear in their proper persons or by their attorney or counsel and confess the lease entry and actual ouster and expulsion of so much of the tenements in the declaration of the said John Doe Lessee as aforesaid as is in the possession of the said William Inloes Joshua Inloes James Hooper and Jonathan Chapman, or their tenants or of any other person claiming by or under their title or in default thereof that Judgment be entered against the now defendant Richard Roe, the casual Ejector, but that prosecution be staid 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 Doe Lessee as aforesaid shall become non suit at the trial the said William Inloes Joshua Inloes James Hooper and Jonathan Chapman shall take no advantage thereof, but shall pay to the said John Doe, 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 Inloes Joshua Inloes James Hooper and Jonathan Chapman or if the said John Doe Lessee as aforesaid shall not prosecute his declaration upon any other cause than for the not confessing the lease entry and ouster as aforesaid then the said James Wilson Thomas Wilson Christopher Rabbog and Peter Eisenbury the Lessors of the said John Doe, shall pay costs and so forth. And thereupon the said John Doe, lessee as aforesaid by his attorney aforesaid declares against the said William Inloes Joshua Inloes James Hooper and Jonathan Chapman in the plea aforesaid in form following to wit. "Baltimore County to wit. William Inloes Joshua Inloes James Hooper and Jonathan Chapman were attached to answer John Doe of a plea wherefore they the said William Joshua James and Jonathan with force and arms &c. entered into all that piece or lot of ground situate on Fell's Point in the City of Baltimore, Beginning for the same at the South west intersection of Wilks and Eden Streets and running westerly on Wilks Street eighty feet, thence Southerly parallel with Eden Street crossing Lancaster Street to the water, then Easterly with the water and parallel with Wilk's Street eighty feet to Eden Street and thence northerly with Eden Street to the beginning containing Six acres with the appurtenances situate and being in Baltimore County aforesaid which James Wilson and Thomas Wilson and Christopher Rabbog and Peter Eisenbury had demised to the said John Doe, for a term which is not yet expired and ejected him 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 &c. and thereupon the said John Doe by G. L. Duvaney his attorney complains that whereas the said James Thomas Christopher and Peter on the first day of May in the year eighteen hundred and thirty four, at the County aforesaid had demised to the said John Doe the said tenements with the appurtenances: to have and to hold the same to the said John Doe, and his assigns from the thirtieth day of April in the year aforesaid for and during and unto the full end and term of Seventeen 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 William Inloes Joshua Inloes James Hooper and Jonathan Chapman, 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. G. L. Duvaney Attorney for the plaintiff &c."

And thereupon the said William Inloes Joshua Inloes James Hooper and Jonathan Chapman by their attorney aforesaid file in Court here in said cause the following plea to wit.

William Inloes and others ats. Wilson and others Lessee Ejectment and the said defendants by William F. Giles, their attorney come and defend the wrong and injury when &c. and say, that they are not guilty of the said supposed trespasses and ejectments above laid to their charge or any or either of them in manner and form as the said plaintiff hath above thereof complained against them and of this they put themselves upon the Country &c. and the said defendants by their attorney aforesaid take defence according to their pretensions as they shall appear to be laid down on the return of a warrant of resurvey to be issued in this cause.

William F. Giles, Defs. Atty."

And the said John Doe by his said attorney doth the like. Thereupon 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 first day of September next - At which said first day of September to wit in the year of our Lord one thousand eight hundred and thirty seven come again into the County Court here, the parties aforesaid by their attorneys aforesaid; Thereupon 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 first day of January next At which said first day of January to wit, in the year of our Lord one thousand eight hundred and thirty eight come again into the County Court here the parties aforesaid by their attorneys aforesaid Thereupon 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 first day of May next. At which said first day of May to wit in the year last aforesaid come again into the County Court here the parties aforesaid by their attorneys aforesaid. Thereupon 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 first day of September next. At which said first day of September to wit, in the year last aforesaid come again into the County Court here the parties aforesaid by their attorneys aforesaid. And thereupon on motion of the said John Doe Lessee as aforesaid by his attorney aforesaid it is ordered by the Court here, that the writ of the State of Maryland of warrant of resurvey issue in this cause, and the same accordingly issues directed to the Sheriff and Surveyor of Baltimore County aforesaid. Thereupon 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 first day of January next. At which said first day of January to wit, in the year of our Lord one thousand eight