claims to the declaration aforesaid may appear; and thereupon the said Benjamin Leushwa by George Schley and Frederick A. Schley his attorneys, in pursuance of the Notice aforesaid comes into Court here. Whereupon it is ruled by the Court here, with the consent of the said Richard Roe Lessee as aforesaid, by his attorneys aforesaid, and the said Benjamin Leushwa (who claims the title in question) by his attorneys aforesaid, that the said Benjamin Leushwa be admitted Defendant in the place of the now Defendant John Doe, the casual ejector, and that he immediately receive a declaration, and plead thereto the general issue, and at the trial thereon to be had, the said Benjamin Leushwa shall appear in his proper person, or by his 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 Richard Roe Lessee as aforesaid, as is in the possession of the said Benjamin Leushwa or his tenants or of any other person claiming by or under his title, or in default thereof that Judgment be entered against the now defendant, John Doe, 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 Richard Roe, Lessee as aforesaid shall become nonsuit at the trial, &c.

Thereupon, on motion of the said Benjamin Leushwa, by his attorneys aforesaid, leave is given by the Court here to the said Benjamin Leushwa, to ascertain his defence, and answer to the declaration aforesaid of the said Richard Roe, Lessee as aforesaid in the plea aforesaid until the third Monday of November next.—

At which third Monday of November, being the sixteenth day of the same month in the year of our Lord one thousand eight hundred and forty six, till which said day the said Benjamin Leushwa had leave to ascertain his defence, and answer to the declaration aforesaid of the said Richard Roe Lessee as aforesaid, in the plea aforesaid, come again into Court here as were the said Richard Roe Lessee as aforesaid, by his attorneys aforesaid, as the said Benjamin Leushwa, by his attorney aforesaid.—

And the said Benjamin Leushwa, by his attorney aforesaid defends the force and injury when and so forth, and takes defence according to his pretensions as they shall appear to be laid down on the return of a warrant of Resurvey to be issued in this cause, 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 S. Leushwa and D. Brewer and wife, Lessee as aforesaid above complain against him, and of this he puts himself upon his country, and the said plaintiff in like manner.—

Geo. Schley, atty. for Deft.—

Whereupon all and singular the said premises being seen heard and fully understood by the Court here, it is considered by the Court here that the said Richard Roe Lessee as aforesaid recover against the said Benjamin Leushwa his term aforesaid yet to come of and in the said several tracts or parcels of land &c. with the appurtenances, and the said sum of five hundred dollars his damages aforesaid, in the declaration aforesaid laid, and also the sum of —— by the Court now here adjudged unto the said Richard by his decent for his costs and charges

by him about his suit in this behalf laid out and expended, and that he have thereof his execution &c. and upon this the said Richard prays the writ of the State of Maryland of Habere facias possession, &c.

And be it further remembered, that heretofore, to wit, on the Tenth day of December in the year of our Lord one thousand eight hundred and forty seven, the said Richard Roe, Lessee as aforesaid by his attorneys aforesaid, files in Court here, the following motion to wit:

John S. Leushwa and David Brewer and wife's Lessee.— vs. Benjamin Leushwa.—	In Washington County Court— Nov. Term 1846.

The plaintiffs by their counsel upon the facts and circumstances stated in the affidavits of Joseph I. Merrick, Esq. and his Honor Judge Weisel, filed herewith, which are to be taken and received as a part hereof, in the same manner as if they were hereinafter repeated, pray the Court to rule the Defendant to shew cause why the Docket entries in this case should not be corrected by striking out the words interlined by the clerk and described in the said statements namely the words "plea not guilty and defence on warrant," and that the Court will limit a day in the said rule by which the said cause shall be shewn

Wm. Price, for pltffs.—

The affidavits of Jos. I. Merrick, Esq. and the Hon. Judge Weisel mentioned and referred to in the foregoing motion here follow, to wit:

John S. Leushwa David Brewer and wifes Lessee vs. Benjamin Leushwa	In Washington County Court being Nov. 175 at November 1846.—

Be it remembered that on this 10th day of December 1847, before the subscriber a Justice of the Peace of the State of Maryland, in and for Washington County personally appeared Joseph I. Merrick and being duly sworn deposeth and saith as follows, viz:

On the day preceding the adjournment of the Court, to wit according to the Debt of this Deponents recollection and agreeably to the record, the aforesaid case standing open on the trial docket and being reached and called, the Defendants counsel, Mr. George Schley moved for a continuance, which motion was resisted by the plaintiffs counsel, Mr Fred.k A. Schley was not in Court.— Mr. George Schley offered verbally the pleas not guilty and defence on warrant, insisting on the right to put in the latter and the consequent necessity of a continuance that surveys might be made. The Honorable Judges Buchanan and Marshall were upon the bench and these things occurred early in the day. After some discussion, the defence on warrant was rejected as not in time and Mr. Schley thereupon declared that he would not confess or give any judgment.— Judge Marshall then smilingly said "but suppose we do it for you," or very nearly those words. Mr. Schley replied that the Court could do as it pleased, but he would not give the judgment.— The plaintiffs were always ready and tendered ready to try the case on the general issue or any plea not requiring delay