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 Robert J. Brent, his attorney complains, that the said Sarah C. Mitchell on the first day of May in the year eighteen hundred and forty two at the county aforesaid had demised to the said John Doe all that the said tract or parcel of plantable land called "Myrtle Grove, containing sixteen hundred acres more or less with the appurtenances to have and to hold the same to the said John Doe, and his assigns from the thirtieth day of the same in the year aforesaid for and during and unto the full end and term of seventy 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 tract or parcel of plantable land 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 Richard Roe afterwards to wit; on the first day of June in the year aforesaid with force and arms &c. entered into the said tract or parcel of plantable land 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.

Robert J. Brent, Attorney for plaintiff.

Thereupon on motion of the said Henry S. Mitchell, by his attorney aforesaid leave is given by the court here to the said Henry S. Mitchell to ascertain his defence and answer to the declaration of the said John Doe, Lessee as aforesaid until the third Monday in August next the same day is given to the said John Doe Lessee as aforesaid &c.

At which said third Monday in August being the eighteenth day of the same month in the year of our Lord one thousand eight hundred and forty five, until which said day the said Henry S. Mitchell had leave to ascertain his defence and answer to the declaration aforesaid of the said John Doe Lessee as aforesaid in the plea aforesaid, come again unto the county court here as well the said John Doe, Lessee as aforesaid by his attorney aforesaid, as the said Henry S. Mitchell, by his attorney aforesaid, and the said Henry S. Mitchell by his attorney aforesaid defends the force and injury when &c.

And thereupon on motion of the said Henry S. Mitchell, by his attorney aforesaid further leave is given by the court here, to the said Henry S. Mitchell to ascertain his defence and answer to the declaration aforesaid of the said John Doe, Lessee as aforesaid, in the plea aforesaid, until the third Monday in March next, the same day is given to the said John Doe Lessee as aforesaid &c.

At which mentioned third Monday in March being the sixteenth day of the same month in the year of our Lord one thousand eight hundred and forty six until which day the said Henry S. Mitchell had leave to ascertain his defence and answer to the declaration aforesaid of the said John Doe, Lessee as aforesaid, in the plea aforesaid, come again into the county court here as well the said John Doe Lessee as aforesaid by his attorney aforesaid as the said Henry S. Mitchell by his attorney aforesaid. And the said Henry S. Mitchell by Daniel

C. Digges his attorney files in court here the following affidavit to wit.

"John Doe Lessee of Sarah C. Mitchell vs. Richard Roe."

Charles County Court, March Term 1846. - Ejectment.

Personally appears in open court on the nineteenth day of March 1846, Daniel C. Digges attorney for the Defendant in the above case and makes oath on the Holy Evangely of Almighty that Sarah C. Mitchell the plaintiff in the said suit does not reside within the limits of the State of Maryland, but resides in the convent of the visitation in George Town in the District of Columbia sworn to in open court this 19th of March 1846.

W. Mitchell, Clk.

Which being read and heard, it is thereupon on motion of the said Defendant by his said attorney and in pursuance of the act of Assembly in such case made and provided ruled by the court here, that the said Sarah C. Mitchell give security on or before the third Monday of July next for all costs and charges that the said defendant may be put to in case the said plaintiff shall be non suited, or Judgment be given against her in the plea aforesaid or in default thereof that judgment of Non suit by the court here shall be entered against her: the same day is given and so forth. Whereupon comes here into court in his own proper person George Brent of Charles County and undertakes for the said Sarah C. Mitchell that if the said Sarah C. Mitchell in the plea aforesaid shall be non suited or from maintaining her action aforesaid shall be precluded then the said Sarah C. Mitchell shall pay unto the said defendant all such costs and charges by him about his defence in this part sustained which shall be adjudged unto the said Defendant by the court here or that he the said George Brent will do the same for her.

And the said Henry S. Mitchell 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 Doe Lessee as aforesaid above complains against him and of this he puts himself upon the country, and the said John Doe, Lessee as aforesaid in like manner and so forth.

And thereupon on motion of the said John Doe Lessee as aforesaid by his attorney aforesaid, it is ruled 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 Charles County in form following to wit:

State of Maryland Charles County to wit. The State of Maryland to the sheriff and surveyor of Charles County Greeting: Whereas at a County court begun and held at Port Tobacco in and for Charles County aforesaid on the third Monday of March in the year of our Lord one thousand eight hundred and forty six, it was so far proceeded in a certain plea of trespass and ejectment in the said court depending between a certain John Doe, Lessee of Sarah C. Mitchell plaintiff and a certain Henry S. Mitchell Defendant, that it was considered absolutely necessary for the better information of the said court, and the Jury in the trouth of the premises that a tract or parcel of plantable land called "Myrtle Grove," containing sixteen hundred acres more or less lying and being in Charles County aforesaid be carefully resurveyed, and laid out according to the ancient metes and bounds thereof, as in the original certificate