"Charles County, to wit: I hereby certify to the Honorable the Judge of the Circuit Court for Charles County that I did on the — day of June, in the year of our Lord, one thousand eight hundred and fifty two, serve Henry S. Mitchell tenant in possession of the premises mentioned in the declaration hereunto annexed, or some part thereof, with a true copy of the declaration and notice there under written, and hereunto annexed, and at the same time acquainted the said Henry S. Mitchell of the intent and meaning of the said declaration and notice there under written. So answers, Arthur H. Smoot, Shff."

Whereupon the said John Doe Lessee as aforesaid by his attorney aforesaid prays that the said Richard Roe, the Defendant the said Henry S. Mitchell the tenant in possession of the said premises or those under whom he claims to the declaration aforesaid may appear; and thereupon the said Henry S. Mitchell by Frederick Stone and Thos. M. Cousin, Esqrs his attornies, in pursuance of the Notice aforesaid, comes into Court here, whereupon it is ruled by the Court here, with the consent of the said Jno. Doe Lessee as aforesaid, by his attorney aforesaid, and the said Henry S. Mitchell who claims the title in question, by his attornies aforesaid, that the said Henry S. Mitchell be admitted defendant in the place of the now defendant Richard Roe, 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 Henry S. Mitchell 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 John Doe Lessee as aforesaid as is in the possession of the said Henry S. Mitchell 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 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 nonsuit at the trial the said Henry S. Mitchell 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 defendant or if the said John Doe, Lessee 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 Sarah E. Mitchell lessor of the said John Doe shall pay costs &c. and thereupon the aforesaid John Doe Lessee as aforesaid, by his attornies aforesaid declares against the said Henry S. Mitchell in the plea aforesaid in manner and form following to wit:

Charles County, to wit: Henry S. Mitchell late of Charles County farmer was attached to answer unto John Doe, of a plea, wherefore he the said Henry S. Mitchell, with force and arms &c. entered into all that tract or parcel of plantable land, called and known by the name of Myrtle Grove with the appurtenances, situate and being in Charles County aforesaid, which Sarah E. Mitchell had demised to the said John Doe, for a term which is not yet expired, and ejected him from his said farm.

And also, wherefore the said Henry S. Mitchell, with force and arms, &c. entered into all that other tract or parcel of plantable land, whereof James D. Mitchell, died possessed with the appurtenances, situate and being in Charles County aforesaid, which Sarah E. Mitchell had demised to the said John Doe, for a term which is not yet expired, and ejected him from his said

last mentioned 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 whereas the said Sarah E. Mitchell on the first day of May, in the year eighteen hundred and forty six, at the County aforesaid, had demised to the said John Doe, the said tenements with the appurtenances first above mentioned, 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 seventy years, from thence next ensuing, and fully to be complete and ended.

And whereas also the said Sarah E. Mitchell on the said first day of May, in the year aforesaid, at the County aforesaid, had demised to the said John Doe, the said tenements with the appurtenances, secondly above mentioned, to have and to hold the same to the said John Doe, and his assigns, from the said thirtieth day of April, 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 several demises, the said John Doe, entered into the said several tenements, first and secondly above mentioned, with the appurtenances, and became and was possessed thereof, for the said several terms, so to him thereof respectively granted as aforesaid. And the said John Doe being so thereof possessed, the said Henry S. Mitchell 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, first and secondly above mentioned, in which the said John Doe was so interested, in manner and for the several terms aforesaid, which are not yet expired, and ejected the said John Doe from his said several farms; 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, Atty for plaintiff."

Thereupon on motion of the said Henry S. Mitchell by his attorneys aforesaid, 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; and the said Henry S. Mitchell by his attornies aforesaid, defends the force and injury when &c. and takes defence according to his pretensions as they shall appear to be laid down in 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.

Thereupon further process of and upon the premises aforesaid between the parties aforesaid, by consent of the said parties and their attornies aforesaid, and by order of the Court there thereon, is further continued until the third Monday of February next.

At which mentioned third Monday of February being the 21st day of the same month in the year of our Lord, one thousand eight hundred and fifty three come again into the Circuit Court here, as were the