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 Dobbin & Talbott his attorneys complains that whereas the said George Miles on the first day of May in the year 1850 at the City 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 1st day of April in the year aforesaid for and during and unto the full end and term of twenty 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 tenement 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 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,

Whereupon the said John Doe says that he is injured and hath sustained damage to the value of One thousand dollars, And therefore he brings this suit &c

Dobbin & Talbott
Attorneys for the Plaintiff.

Mr Edward Cockey.

I am informed that you are in possession of or claim title to the premises in this declaration of ejectment mentioned, or to some part thereof and I being sued in this action as a casual ejector only, and having no claim or title to the same, do advise you to appear on the second Monday in January next in the Superior Court of Baltimore City at the Court House in the said City by some attorney of that Court, and there and there by leave of the same Court to cause yourself to be made defendant in my stead, otherwise I shall suffer judgment thereon to be entered against me by default, and you will be turned out of possession,

Dated this 7th day of November in the year of our Lord 1855,

Your Loving Friend,

Richard Roe,

Copies of which said declaration and notice under seal were made and sent to the Sheriff of Baltimore City there to wit, To be served on Tenant in possession of the premises if no Tenant to be posted on the most conspicuous part of the premises, at any time before the second Monday in January the 7th, at which said mentioned second Monday in January to wit, in the year 1856 being the return day of the service of the copies of the aforesaid declaration and notice comes into the Superior Court here the said John Doe lessee as aforesaid by his attorneys aforesaid and the Sheriff of Baltimore City aforesaid to whom copies of the declaration in ejectment and notice aforesaid to whom copies of the declaration in ejectment and notice aforesaid were in manner aforesaid sent, certifies to the Court here the same thereof as follows to wit,

Served on Defendant in possession December 8th 1855

Saml S Jackins Shff.

Whereupon the said John Doe Lessee as aforesaid by his attorneys aforesaid prays that the said Richard Roe the defendant, the said Edward Cockey, the tenant in possession of the said premises or those under whom he claims to the declaration aforesaid may appear and answer,

And thereupon the said Edward Cockey by Miss Leard and John Stewart his attorneys afterwards to wit at the September Term of the said Court to wit on the year last aforesaid in pursuance of the Notice aforesaid comes into the said Court here, Whereupon it is moved by the Court with the consent of the said John Doe Lessee as aforesaid by his attorneys aforesaid and the said Edward Cockey (who claims the left title in question) by his attorneys aforesaid that the said Edward Cockey be admitted defendant in the place of the new defendant Richard Roe the casual Ejector, and that he immediately receive a declaration and plead thereto the General Issue and at the time thereunto to behove the said Edward Cockey shall appear in person or by his attorney or Counsel and confess the lease entry and actual ouster and expression of so much of the tenements specified in the declaration of the said John Doe Lessee as aforesaid as in the possession of the said Edward Cockey or his tenants or of any other person claiming by or under his title, or in default thereof that judgment be entered against the said defendant Richard Roe, and that protection be stayed against him until default be made in any of the premises And it is further ruled by the Court here, with the consent of Counsel that if upon default the said John Doe Lessee as aforesaid shall become nonsuit at the trial the said Edward Cockey shall take no advantage thereof but shall pay to the said John Doe Lessee as aforesaid his costs &c, and it is further moved by the Court here that if upon the trial of the said issue a verdict shall be given for the said Edward Cockey or if the said John Doe Lessee as aforesaid shall not prosecute his declaration upon any other cause than for not confessing lease entry and ouster as aforesaid, then the said George Miles Lessor of the said John Doe shall pay costs &c And thereupon the said John Doe Lessee as aforesaid by his attorneys aforesaid declares against the said Edward Cockey in the plea aforesaid as follows to wit,

State of Maryland
Baltimore City To Wit.

Edward Cockey was attached to answer John Doe in a plea whereof he the said Edward Cockey with force and arms &c entered into all that piece or parcel of ground situate in the City of Baltimore, and contained within the following description, Beginning for the same at the corner formed by the intersection of the West side of Fulton Street and the South East side of Tyson Street and running thence southwesterly bounding on Tyson Street one hundred and fifty eight feet, to the lot heretofore conveyed by John Sinclair and wife to Matthias Benzinger and John Eshback, then southeasterly bounding on that ground fifty five feet to a ten feet alley, thence continuing the same direction across said alley ten feet to the South East side thereof then southwesterly along the Southeast side of said ten feet alley fifty feet to Tysons alley then southeasterly along the South East side of Tysons alley one hundred and twenty five feet to the ground recently conveyed by the said Sinclair and wife to John Eshback then northeasterly along that ground to Fulton Street and then northwest bounding on Fulton Street to the Beginning with