Cannady shall appear in his proper person or by his Attorney or Attorneys 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 are in the possession of the said Ezekiel Cannady or his tenants or any other person claiming by or under his title or that in default thereof that judgment nil be entered against the said defendant John Doe but that prosecution be staged against them until he make default in any of the premises.

And it is further rules by the Court here with the consent of Counsel that if by reason of such default the said Richard Roe lessee as aforesaid shall become nonsuit at the trial the said Ezekiel Cannady shall take no advantage thereof but shall pay to the said Richard Roe lessee as aforesaid his costs &c

And it is further rules by the Court here that if upon the trial of such issue a verdict shall be given for the said Ezekiel Cannady or if the said Richard Roe lessee as aforesaid shall and not prosecute his declaration upon any other cause than for the not confessing lease entry and ouster as aforesaid that the said Thomas Hammond his lessee of the said Richard Roe shall pay costs

And thereupon the said Richard Roe lessee as aforesaid declares against the said Ezekiel Cannady in the plea aforesaid as follows to wit. Allegany County to wit Ezekiel Cannady late of Allegany County was summoned to answer unto Richard Roe in a plea wherefore with force of Arms at the County aforesaid he entered into and that tract or parcel of plantable land called Soldiers Lot No 3905 lying and being in the County aforesaid containing fifty acres with the appurtenances which Thomas Hammond demised to the said Richard for a term of years which is not yet expired and ejected him from the said farm and other wrongs to the said Richard did then to the great damage of the said Richard and against the peace government and dignity of the State &c And thereupon the said Richard by George A Pearre his Attorney complains that the said Thomas Hammond heretofore to wit on the first day of January 1850 at the County aforesaid had demised to the said Richard all that the said tract or parcel of plantable





land called Soldiers Lot No 3905 lying and being in the County aforesaid containing 50 acres with the appurtenances to have and to hold the said to the said Richard and his assigns from the first day of January 1850 for and during and unto the full end and term of 15 years from thence next ensuing and fully to be complete and ended by virtue of which said demise the said Richard entered into the said tract or parcel of plantable land with the appurtenances and was possessed thereof and being so possessed thereof the said John afterwards to wit on the said day and year first aforesaid with force and Arms that is to say with shots and staves at the County aforesaid entered into the said tract or parcel of plantable land with the appurtenances unto the said Thomas Hammond then demised to the said Richard in manner aforesaid for the term aforesaid which is not yet expired and ejected the said Richard from his said farm and other wrongs to the said Richard then and there did to the great damage of the said Richard and against the peace government and dignity of the State &c Wherefore the said Richard saith he is injured and hath sustained damage to the value of one hundred dollars and therefore he brings suit.

George A Pearre Atty for Plff.

And thereupon the said Richard Roe by his Attorney aforesaid prays that the said Ezekiel Cannady may answer the declaration of him the said Richard Roe in the year aforesaid Whereupon it is ruled by the Court here that the said Ezekiel Cannady answer the declaration of the said Richard Roe in the plea aforesaid or judgment will be rendered against him by default.

All the causes thereupon continued between the parties aforesaid by order of the Court here therein until the second Monday of October 1859. At which said second Monday of October in the year last aforesaid came again into Court here the parties aforesaid by their Attorney aforesaid. And thereupon on Motion of the said Ezekiel Hannady leave given to the defendant for a warrant of Resurvey

And afterwards was filed in the cause here an Agreement in the words following to wit.

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|---|---|
| Thomas Hammonds Lessee<br>vs<br>Ezekiel Cannady | In the Circuit Court of Allegany County<br>In the case of a Warrant of Resurvey |