here, with the consent of the said William Goodtitle lessee as aforesaid, by his Attorney aforesaid; Whereupon it is ruled by the Court here that the said Upton Scott be admitted Defendant in the place of the now defendant Timothy Wright 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 Upton Scott shall appear in his proper person or by his Attorney or Counsel and confess the lease entry and actual Ousler and expulsion of so much of the tenements in the Declaration of the said William Goodtitle lessee as aforesaid as is in the possession of the said Upton Scott or his tenants or any other person claiming by or under his title, or in Default thereof that Judgment be entered against the now Defendant Timothy Wright the Casual Ejector, but that prosecution be staid against him until he make 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 William Goodtitle lessee as aforesaid shall become nonsuit at the trial, the said Upton Scott shall take no advantage thereof, but shall pay to the said William Goodtitle lessee as aforesaid his Costs and soforth, 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 Upton Scott or if the said William Goodtitle lessee as aforesaid, shall not prosecute his Declaration upon any other cause than for the not confessing the lease entry and ousler aforesaid, then the said Rezin Spurrier lessor of the said William Goodtitle lessee as aforesaid shall pay Costs, and thereupon the aforesaid William Goodtitle lessee as aforesaid by his Attorney aforesaid declares against the said Upton Scott in the plea aforesaid in manner and form following, towit,

State of Maryland Sct. Upton Scott late of Ann Arundel County planter was attached to answer unto William Goodtitle of a plea wherefore with force and arms and soforth into all that tract or parcel of plantable land called Norwoods Fancy lying in Ann Arundel County aforesaid which is contained within the bounds and limits following towit, Beginning for the said Part at a pine tree bounded with twelve notches standing on a point on the South side of the Mouth of a fresh branch of the head of a creek that makes out of the round Bay the said Pine standing at or near the beginning of a part of Providence purchased by Upton

Scott.



Scott from a certain William Woodward and Mary Holmes at which of which tree is a Stone erected with the following inscription on it Vtt. The beginning at Scotts purchase of part of Norwoods Fancy Ut 1770- and running from the said tree and Stone North fifty seven degrees West seventy four perches and a quarter of a perch to a Stone whereon are graven Ut 1770 thence South fourteen degrees thirty minutes Westerly until it intersects a line drawn West thirty minutes Southerly from the Pine and Stone the beginning aforementioned and thence with the said line reverse to the beginning containing nine Acres and one quarter of an Acre more or less with the appurtinances which Rezin Spurrier demised to the said William Goodtitle for a term which is not yet passed he the said Upton did enter and him the said William from his farm aforesaid Ejected and other outrages committed on him to the great Damage of him the said William and against the peace and soforth. And whereupon the said William Goodtitle by Samuel Chase his Attorney complains that whereas the said Rezin Spurrier on the second Day of January in the year seventeen hundred and eighty six at Ann Arundel County aforesaid have demised to the said William all that part of a tract or parcel of plantable land called Norwoods Fancy lying in the County aforesaid which is contained within the bounds meles and limits aforesaid with the appurtinances to have and to hold the said demised premises with the appurtinances to the said William into the demised premises aforesaid with the appurtinances for the Term of fifteen years (then next ensuing) and fully to be compleate and ended by vertue of which said demise the said William into the demised premises aforesaid with the appurtinances entered and was thereof possessed, and being so thereof possessed, the said Upton on the second day of January aforesaid in the year seventeen hundred and eighty six aforesaid with force and arms into the demised premises aforesaid with the appurtinances which the said Rezen Spurrier to the same William in form aforesaid had demised for a term which is not yet past entered and him the said William from his farm aforesaid with force and arms ejected and other outrages on the same William then and there committed to the great damage of the said William and against the peace and soforth. Wherefore he saith he is the worse and hath damage to the value of five

Hundred,