premises; and it is further ruled by the Court here, with consent of Counsel, that if, by reason of such default, the said Titus Trueright lessee as aforesaid, shall become nonsuit at the trial, the said John Somerville, Thomas Somerville, John Coster and Rebecca Somerville shall take no advantage thereof, but shall pay to the said Titus Trueright lessee as aforesaid, his costs &c. 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 John Somerville, Thomas Somerville, John Coster and Rebecca Somerville or if the said Titus Trueright 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 Joshua Sedwich and Joshan his wife and Zachariah Linton and Mary his wife, lessors of the aforesaid Titus Truetitle shall pay costs &c. And thereupon the aforesaid Titus Trueright lessee as aforesaid, by his attornies aforesaid, declares against the said John Somerville, Thomas Somerville, John Coster and Rebecca Somerville, in the plea aforesaid, in manner and form following, to wit.

Maryland Calvert County, to wit. John Somerville, Thomas Somerville, John Coster and Rebecca Somerville late of Calvert County planters was attached to answer unto Titus Trueright of a plea wherefore force and arms they said John, Thomas, John and Rebecca into all that tract or parcel of Plantable Land called, The Goare, lying and being in Calvert County aforesaid with the appurtenances containing three hundred acres, one undivided Moiety whereof Joshua Sedwick and Joshan his wife to the said Titus did demise for a term which is not yet passed, and one other undivided Moiety whereof Zachariah Linton and Mary his wife to the said Titus did demise for a term which is not yet passed did enter and him from his farm aforesaid did eject and also into all that other tract or parcel of Plantable land called The Goare lying and being in Calvert County aforesaid with the appurtenances containing three hundred Acres which Joshua Sedwich and Joshan his wife, and Zachariah Linton and Mary his wife to him the said Titus did demise for a term which is not yet passed did Enter and from his farm last aforesaid did eject and other harms to him did to the great damage of the said Titus and against the peace and soforth. And whereupon

Whereupon the said Titus by Thomas Jennings his attorney complains that whereas the aforesaid Joshua Sedwich and Joshan his wife on the first day of November in the year of our Lord one thousand seven hundred and seventy nine at the County aforesaid did demise unto the said Titus one undivided moiety of the aforesaid Tract or parcel of land first mentioned with the appurtenances thereunto belonging to have and to occupy the same with the appurtenances unto him the said Titus and his assigns from the first day of October then last past untill the full end and term of twenty years then next following fully to be compleat and ended. And whereas also the aforesaid Zachariah Linton and Mary his wife on the aforesaid first day of November in the year aforesaid at the County aforesaid did demise unto the said Titus one other undivided Moiety of the aforesaid Tract or parcel of land first mentioned with the appurtenances thereunto belonging, To have and to occupy the same with the appurtenances unto him the said Titus and his assigns from the last day of October then last passed until the full end and term of ten years then next following fully to be compleat and ended. And that whereas also the aforesaid Zachariah Linton and Mary his wife on the aforesaid first day of November in the year aforesaid at the County aforesaid did demise unto the said Titus one other undivided moiety of the aforesaid Tract or parcel of land first mentioned with the appurtenances thereunto belonging to have and to occupy the same with the appurtenances unto him the said Titus and his assigns from the last Day of October then last passed untill the full End and term of ten years then next following fully to be compleat and ended. And also that whereas the aforesaid Joshua Sedwich and Joshan his wife, Zachariah Linton and Mary his wife afterwards to wit, on the aforesaid first day of November in the year aforesaid at the County aforesaid did demise unto him the said Titus the said second mentioned tract or parcel of land with the appurtenances thereunto belonging to have and to occupy the same with the appurtenances to him the said Titus and his Assigns from the last Day of October then last passed untill the full end and term of ~~[illegible]~~ ten years then next following fully to be compleat and ended. By virtue of which said several demises the said Titus into the several Tracts or parcels of land aforesaid with the appurtenances did enter and was thereof possessed, and the said Titus so being thereof possessed