Richard the premises aforesaid with the appurtenances thereunto belonging to have and to occupy the said premises with the appurtenances to him the said Richard & his assigns from the tenth day of February seventeen hundred & ninety one unto the full Term of ten years then next following fully to be Complete & ended by virtue of which said demise the aforesaid Richard into the premises with the appurtenances aforesaid did enter and was thereof possessed and the said Richard being so thereof possessed the said John afterwards, to wit on the second day of March seventeen hundred & ninety one at Ann Arundel County aforesaid with force and arms &c forsoth into the premises with the appurtenances which the said Alexander Burgess to him the said Richard in form aforesaid had demised for the Term aforesaid which is not yet ended and past entered and him the said Richard then and there did eject and other harms to him the said Richard then & there did to the Great Damage of him the said Richard & against the peace Government & Dignity of the State of Maryland &c forsoth wherefore the said Richard saith he is the worse and hath Damage to the value of fifty pounds current money and therefore he brings suit &c

W Cooke ff Plff Pledges &c J Doe & R Roe.

Sir)

I am informed that you are in possession of & claim title to the premises in the within Declaration of Ejectment mentioned or to some part thereof and I being sued as casual Ejector & having no claim to the same do advise you to appear to the said action at the next General Court to be held for the Western Shore of the State of Maryland on the second Tuesday of May next by some attorney of the said Court & to confess the lease entry & Ouster and to insist on the title only at the Trial Otherwise I shall suffer Judgment to be entered against me by Default & you will be turned out of Possession.

Yr. Hble Servt

To Mr. Henry Coale
Tenant in possession

John Quill

At which said second Tuesday of October being

(the)

eleventh day of the same month in the year of our Lord one Thousand seven hundred and ninety one, and the day of the return of the execution of the aforegoing Declaration in Ejectment comes into the General Court here the aforesaid Richard Per Lessee of the said Alexander Burgess by William Cooke his attorney aforesaid; And the Sheriff of Ann Arundel County aforesaid to whom a Copy of the said Declaration in Ejectment and notice aforesaid was in form aforesaid made and sent likewise comes and makes return touching the same; to the Court here in form following to wit. - Service 6th Sept. J Williams Shff

And the said Henry Coale by Gabriel Duvall his attorney in pursuance of the notice aforesaid, comes into Court here. And thereupon it is ruled by the Court here, with the consent of the aforesaid Richard Per Lessee of the aforesaid Alexander Burgess by his attorney aforesaid and the said Henry Coale (who claims the title in question) by his attorney aforesaid, that the said Henry Coale be admitted Defendant in the place of the now defendant John Quill the Casual Ejector and that he immediately recieve a Declaration and plead thereto the General issue and at the trial thereon to be had the said Henry Coale 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 aforesaid Richard Per Lessee of the aforesaid Alexander Burgess as is in the possession of the said Henry Coale 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 John Quill the casual ejector, but that prosecution be stayed against him untill he makes default in any of the premises; And it is further ruled by the Court here with consent of Counsel that if any reason of such default the aforesaid Richard Per Lessee of the aforesaid Alexander Burgess shall become nonsuit at the trial the said Henry Coale shall take no advantage thereof but shall pay to the aforesaid Richard Per Lessee of the aforesaid Alexander Burgess his costs and so forth. And it is further ruled by the Court here that if upon the Trial of the

(said)