And it is further ordered, that in case the said Ignatius Mattingly and James Wiseman shall neglect to appear, the said William Compton may appear by himself and defend his title to the premises in question, or of such part thereof for which he shall hereafter take defence, pursuant to the Statute, he hereby consenting to enter into the like rule, that the said Ignatius Mattingly and James Wiseman by the Course of the Court, in case they had appeared, ought to have done; Nevertheless the Plaintiff shall be at liberty to sign Judgment against the Casual Ejector, but execution is hereby staid until this Court shall make further order therein; and by consent of the said William Compton by his Attorney's aforesaid, it is further ordered, that the said William Compton, upon the trial to be had, shall admit himself to be in the actual possession of the said premises, or of such part thereof for which he shall hereafter take defence. But the said John Wrong the Defendant, nor the said Ignatius Mattingly and James Wiseman, the Tenants in possession, do not, nor does either of them, appear to the Declaration aforesaid, Thereupon it is ordered by the Court here, with the consent of the said Hugh Strong lessee of the said Stephen Cawood, by his Attorney aforesaid, and of the said William Compton (who claims title to the land and premises in question, or of some part thereof) by his Attonies aforesaid, that the said William Compton shall be admitted Defendant, and that the said William Compton shall immediately appear, by his said Attonies, who shall receive a Declaration to be filed anew in the premises, and plead thereto the General Issue, and that at the trial to be had thereon shall appear in his proper person, or by his Attonies, and confess lease, entry and Ouster, of so much of the land and premises specified in the Declaration aforesaid as are in the possession of the said William Compton or his Tenants, or any person claiming by or under his title, or for which the said William Compton shall hereafter take defence, or that in default thereof Judgment shall be thereupon entered against the Defendant John Wrong, the Casual Ejector; but proceedings shall be staid against him until default shall be made in any of the premises, and by the like consent, it is further ordered, that

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of any such default, the Plaintiff shall happen to be non suited upon the trial, the said William Compton shall take no advantage thereof, but shall thereupon pay to the Plaintiff all such Costs and charges as by the Court here shall be taxed and adjudged for such his default in non performance of this rule; And it is further ordered, that the said Stephen Cawood lessor of the said Hugh Strong shall be liable to the payment of Costs to the said William Compton by the Court here, to be in any manner allowed or adjudged: And thereupon the said Hugh Strong lessee of the said Stephen Cawood by his Attorney aforesaid, declares against the said William Compton in the plea aforesaid, in form following to wit. —

Western Shore State of Maryland Saint Mary's County to wit. William Compton late of Saint Marys County Planter was attached to answer unto Hugh Strong of a plea wherefore with force and Arms and so forth he entered into all that Tract or parcel of land called retirement lying in said County containing two hundred Acres of land with the appurtenances which Cawood demised to him the said Hugh for a Term of years not yet past, and which he the said William Compton did Eject the said Hugh from and other Harms to him the said Hugh did to the great damage of him the said Hugh and against the peace Dignity and Government of the State of Maryland and so forth. And whereupon the said Hugh by Philip Barton Key his Attorney complains that whereas the aforesaid Stephen on the first day January in the year seventeen hundred and Ninety One at the County aforesaid had demised unto the said Hugh the said Tract of land called retirement with the Appurtenances to him the said Hugh and his Assigns to have and to occupy the same from the first day of December then last past until the end and term of ten years then next following to be fully compliat and endue. By virtue of which said Demise the aforesaid Hugh into the said Premises did enter and was thereof possessed and so being thereof possessed the aforesaid William Compton afterwards to wit on the second day of January in the year first aforesaid at the County aforesaid with force and Arms and so forth, into the premises with the appurtenances aforesaid which the said Stephen to him the said Hugh in form aforesaid had demised for the term aforesaid which is not yet past, entered and him the said Hugh from his farm aforesaid did Eject and other Harms to him the said Hugh did to

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