Carroll by Henry Dorsey his attorney, whereupon it was ruled and ordered by the Court, by the assent of both parties and their attornies that the aforesaid Benjamin Carroll be made defendant in the place of the now Defendant John Doe and shall immediately appear to the plaintiff action and confess Lease, Entry and Ouster and insist upon the title only at the Trial. And the said Benjamin Carroll by Henry Dorsey his attorney prays leave to imparle here until the third monday in March next, and he hath it. and the same day is given the aforesaid Nicholas Horner's Lessee here and so forth. At which day to wit, on the same third monday in March it being the third monday in March seventeen hundred and ninety eight cometh the parties aforesaid by their said attornies and the said Nicholas Horner's Lessee by his said attorney ruled that the aforesaid Benjamin Carroll ascertain his defence: And the said Benjamin Carroll by his said attorney prays leave further to imparle here until the third monday in August next and he hath it, and the same day is given the aforesaid Nicholas Horner's Lessee here and so forth. At which said third monday in August it being the third monday in August seventeen hundred and ninety eight, cometh again the parties aforesaid by their said attornies, and the said Benjamin Carroll by Henry Dorsey his said attorney produceth to the Court here a writ of Certiorari which is allowed by our said Court and follows in these words to wit. The State of Maryland Sc. To the chief Justice Associate Justices and Clerk of Harford County Court, Greeting, Whereas lately in Harford County Court, Benjamin Carroll late of Harford County was attached to answer unto Richard Tean Lessee of Nicholas Horner in a plea of Trespass and Ejectment and so forth, which said plea is still depending before you in the said County Court, as it is said undetermined, and the General Court being desirous for certain reasons that the Record and proceedings in the plea aforesaid should by you be certified to them you are therefore hereby commanded to send, under your seal, the Record of the proceedings aforesaid in the plea aforesaid with all things touching the same, unto the said General Court to be held at the City of Annapolis the second tuesday of October next plainly and distinctly and in as full and ample manner as it now remains before you together with this writ, so that the said General Court may be able thereon to proceed, and to do what shall appear to them of right ought to be done. Witness the honorable Robert Goldsborough Esquire chief Judge of the said General Court the fourth day of June in the year of our Lord One thousand seven hundred and ninety eight. — Issued the 24th day of August 1798. Z A. — John Gwinn Clk. — I hereby certify that the aforegoing is a true Copy from the Record of proceedings of the County Court of Harford in the aforegoing action which is hereto annexed. — In Testimony whereof I have hereto set my hand and Seal of office this Twenty sixth day of September seventeen hundred and ninety eight. John Lee Gibson Clk. Whereupon, comes into the General Court here as well the said Richard Tean lessee of the said Nicholas Horner by his attorney aforesaid, as the said Benjamin Carroll by his attorney aforesaid: And the said Benjamin Carroll

by his attorney aforesaid, defends the force and injury when and so forth, and prays leave of the Court here to imparle until the second tuesday of May next, and to him it is granted, the same day is given to the said Richard Tean lessee of the said Nicholas Horner also. — At which said second tuesday of May in the year of our Lord One thousand seven hundred and ninety nine, come again into the General Court here, as well the said Richard Tean lessee of the said Nicholas Horner by his attorney aforesaid as the said Benjamin Carroll by his attorney aforesaid: And the said Benjamin Carroll by his attorney aforesaid, defends as before the force and injury when and so forth, and takes his defence of and upon the premises in question upon his title thereto, and says, that he is not Guilty of the Trespass and Ejectment in the said Declaration mentioned, in manner and form as the said Richard Tean lessee of the said Nicholas Horner above complains against him, and of this he puts himself upon the Country and so forth: Therefore let a Jury thereon come before the Court here on the second tuesday of October next, by whom and so forth, and who neither and so forth, to recognize and so forth, because as well and so forth, the same day is given to the parties aforesaid then and there and so forth. At which said second tuesday of October in the year of our Lord one thousand seven hundred and ninety nine, come again into the General Court here, as well the said Richard Tean lessee of the said Nicholas Horner by his attorney aforesaid, as the said Benjamin Carroll by his attorney aforesaid: And the Jurors of the Jury whereof mention is above made, not being called do not appear: Therefore as before let a Jury thereon come before the Court here, on the second tuesday of May next, by whom and so forth, and who neither and so forth, to recognize and so forth, because as well and so forth, the same day is given to the parties aforesaid, then and there and so forth. And now at this day to wit, the said second tuesday of May in the year of our Lord One thousand eight hundred, come again into the General Court here, as well the said Richard Tean lessee of the said Nicholas Horner by his attorney aforesaid, as the said Benjamin Carroll by his attorney aforesaid: Nevertheless the said Benjamin Carroll by his attorney aforesaid relinquishing the plea aforesaid above by him pretended, says that he cannot deny the action aforesaid of the said Richard Tean lessee of the said Nicholas Horner so as aforesaid against him brought, nor but that the said Richard Tean lessee of the said Nicholas Horner, ought to recover his term yet to come and unexpired of, in and unto, all that part of a tract or parcel of land called Expectation, containing One hundred and thirty four acres lying and being in the County aforesaid with the appurtenances: Therefore it is considered by the Court here, that the said Richard Tean lessee of the said Nicholas Horner, recover against the said Benjamin Carroll his Term aforesaid yet to come and unexpired of, in and unto, all that part of a tract or parcel of land called Expectation, containing One hundred and thirty four acres, lying and