afterwards that is to say, on the said second day of January in the year aforesaid with force and arms at the County aforesaid entered into the said tract of land with the appurtenances which the said Dallas demised to the said Thomas in the manner aforesaid for a term which is not yet expired, and ejected the said Thomas out of his said Farm and did him other wrongs to the great damage of the said Thomas and against the peace Government and Dignity of the State of Maryland; whereby the said Thomas saith that he is injured and hath damage to the value of One hundred pounds current money of Maryland and therefore he brings his Suit and so forth. —

L. Martin for Plff. Pledges of prosecuting John Doe & Rich. Roe.

Mr. Daniel Stansbury, Sir. I am informed that you are in possession of, or claim title to the premises mentioned in this Declaration in Ejectment, or to some part thereof, and being sued in this case as the Casual Ejector, and having no claim or title do advise you to appear on the second tuesday of May next in the General Court of this State then to be held at the State House in the City of Annapolis by some attorney of that Court and then & there by rule of that Court to cause yourself to be made Defendant in my stead, otherwise I shall suffer Judgment to be entered against me by Default and you will be turned out of possession. your Hble Servt. Henry Holdfast.

a copy of which said Declaration and notice was made an Ident to the Sheriff of Baltimore County aforesaid, thereon endorsed, to be served on the Defendant, Tenant in possession, or set up on the premises at least eight days before the sitting of the Court. — At which said second tuesday of May in the year of our Lord One thousand seven hundred and ninety nine, being the day of the return of the service of a copy of the said Declaration, comes into the General Court here, the said Thomas Goodtitle lessee of the said Walter Riddle Dallas by his attorney aforesaid, and the Sheriff of Baltimore County to whom a copy of the said Declaration in Ejectment, and notice aforesaid was in form aforesaid sent, certifies to the Court here, the service thereof in form following) to wit. — Copy served 20th April. Cornelius H. Gist Shff

Whereupon the said Thomas Goodtitle lessee of the said Walter Riddle Dallas by his attorney aforesaid, prays, that the said Henry Holdfast the Defendant, the said Daniel Stansbury, the Tenant in possession of the said premises, or those under whom he claims, to the Declaration aforesaid may appear: And thereupon the said Daniel Stansbury by James Winchester his attorney, in pursuance of the notice aforesaid, comes into Court here, whereupon it is ruled by the Court here, with the consent of the said Thomas Goodtitle lessee of the said Walter Riddle Dallas by his attorney aforesaid, and the said Daniel Stansbury (who claims

the title in question) by his attorney aforesaid, that the said Daniel Stansbury be admitted Defendant in the place of the now Defendant Henry Holdfast, 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 Daniel Stansbury 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 said Thomas Goodtitle lessee of the said Walter Riddle Dallas, as is in the possession of the said Daniel Stansbury 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 Henry Holdfast, the Casual Ejector, but that prosecution be staid against him until he makes 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 Thomas Goodtitle lessee of the said Walter Riddle Dallas, shall become nonsuit at the trial, the said Daniel Stansbury shall take no advantage thereof, but shall pay to the said Thomas Goodtitle lessee of the said Walter Riddle Dallas, his costs, and so forth. 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 Daniel Stansbury, or if the said Thomas Goodtitle lessee of the said Walter Riddle Dallas, shall not prosecute his Declaration upon any other cause than for the not confessing Lease, Entry and ouster, as aforesaid, then the said Walter Riddle Dallas lessor of the said Thomas Goodtitle shall pay costs and so forth. And whereupon the said Thomas Goodtitle lessee of the said Walter Riddle Dallas by his attorney aforesaid, declares against the said Daniel Stansbury in the plea aforesaid, in manner and form following) to wit. — Baltimore County:

State of Maryland Set Daniel Stansbury late of Baltimore County yeoman was attached to answer unto Thomas Goodtitle in a plea wherefore with force and arms he entered into all that tract of land called Hopewell with the appurtenances thereto belonging situate and being in the County of Baltimore which a certain Walter Riddle Dallas demised to the said Thomas for a Term which is not yet expired, and ejected him from his said Farm and other wrongs to him did to the great damage of the said Thomas and against the peace Government & Dignity of the State of Maryland: And whereupon the said Thomas by Luther Martin his attorney complains for that whereas the said Dallas on the second day of January in the year of our Lord One thousand seven hundred and ninety nine at Baltimore County demised to the said Thomas the aforesaid tract of land called Hopewell with its appurtenances for him the said Thomas and his assigns to have and to hold the said tract of land with appurtenances thereto belonging from the first day of January in the year aforesaid to the full end and term of ten years