the said aforegoing) Declaration in Ejectment and notice aforesaid to the Sheriff of Prince Georges County aforesaid, thereon indorsed as aforesaid, returnable on the second tuesday of May next. —

At which said second tuesday of May being the ninth day of the said month in the year of our Lord One thousand seven hundred and ninety seven, and the day of the return of the service of the Copy of the said aforegoing Declaration, comes into the General Court here, the said Philip Tille lessee of the said John Chew Thomas and Mary his wife by his attorney aforesaid, and the Sheriff of Prince Georges County aforesaid, to whom a copy of the said Declaration in Ejectment, and notice aforesaid, was in form aforesaid sent, makes return of the service thereof to the Court here in form following to wit: — Service 25th November 1796. — Jo: Boone, Sheriff

Whereupon the said Philip Tille's lessee of the said John Chew Thomas and Mary his wife by his attorney aforesaid, prays that the said Thomas Pindar the Defendant, the said Thomas Sheriff the Tenant in possession of the premises aforesaid, or those under whom he claims, to his Declaration aforesaid may appear and answer; Thereupon John Groves, landlord of the premises in question, comes into Court here by Philip Barton Key his attorney; Thereupon, on motion of the said John Groves by his attorney aforesaid, it is ordered by the Court here, that the said John Groves, landlord of the said premises in question, be joined and made Defendant together with the said Thomas Sheriff, tenant in possession of the said premises, in the Common rule by Consent in Ejectment, instead of the Casual Ejector, in case the said Thomas Sheriff shall appear; and it is further ordered, that in Case the said Thomas Sheriff shall neglect to appear, the said John Groves 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 Thomas Sheriff by the Course of the Court, in case he 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 John Groves by his attorney aforesaid, it is further ordered that the said John Groves 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 Thomas Pindar, the defendant, nor the said Thomas Sheriff the Tenant 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 Philip Tille lessee of the said John Chew Thomas and Mary his wife, by his attorney aforesaid, and of the said John Groves (who claims title to the land and premises in question, or of some part thereof) by his attorney aforesaid, that the said John Groves shall be admitted Defendant

and that the said John Groves shall immediately appear, by his said attorney, 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 attorney 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 John Groves or his Tenant, or any person claiming by or under his title, or for which the said John Groves shall hereafter take defence, or that in default thereof, Judgment shall be thereupon entered against the Defendant Thomas Pindar 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 if, by reason of any such default, the plaintiff shall happen to be nonsuited upon the trial, the said John Groves 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 nonperformance of this rule; and it is further ordered, that the said John Chew Thomas and Mary his wife lessors of the said Philip Tille shall be liable to the payment of Costs to the said John Groves, by the Court here, to be in any manner allowed or adjudged: And thereupon the said Philip Tille lessee of the said John Chew Thomas and Mary his wife by his attorney aforesaid, declares against the said John Groves in the plea aforesaid, in manner and form following to wit. — Western Shore, State of Maryland, Prince Georges County to wit, John Groves late of Prince Georges County Farmer was attached to answer unto Philip Tille of a plea wherefore with force and arms and so forth at the County aforesaid into all that tract or parcel of plantable land called Snowdens Discovery lying and being in the County aforesaid containing Two hundred acres more or less with the appurtenances which John Chew Thomas and Mary his wife to him the said Philip demised for a Term not yet passed, he the said John Groves entered and him the said Philip from his Farm aforesaid did Eject and other harms to him the said Philip then and there did to the great damage of the said Philip and against the peace Government and Dignity of the State of Maryland and so forth: And Whereupon the said Philip Tille by Jonathan Roberts Wilmer his attorney complains that whereas the aforesaid John Chew Thomas and Mary his wife at Anne Arundel County aforesaid on the first day of January in the year seventeen hundred and ninety three had demised unto him the said Philip the Tract of land aforesaid with the appurtenances thereunto belonging to have and to occupy the same premises with the appurtenances unto him the said Philip and his assigns from the first day of December then last past until the full end and term of Ten years then next following fully to be complete and ended: By virtue of which demise the aforesaid Philip into the premises aforesaid with the appurtenances did enter and was thereof possessed, and the aforesaid