by his attorney aforesaid that the said John Laidler be admitted Defendant in the place of the now defendant Richard Penn the casual Ejector and that he immediately recand a declaration and plead thereto the general issue and at the trial thereon to be had the said John Laidler 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 John Penn Lessee as aforesaid as is in the possession of the said John Laidler 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 Richard Penn 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 John Penn Lessee as aforesaid shall become nonsuit at the trial the said John Laidler shall take no advantage thereof but shall pay to the said John Penn Lessee as aforesaid his costs &c. 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 John Laidler or if the said John Penn Lessee as aforesaid shall not prosecute his declaration upon any other cause than for the not confessing lease entry & ouster as aforesaid then the said Joseph Young Lessor of the aforesaid John Penn shall pay costs &c. and thereupon the said John Penn Lessee as aforesaid by his attorney aforesaid declares against the said John Laidler in the plea aforesaid in manner and form following to wit Western Shore State of Maryland Charles County Sc.

By

John Laidler late of Charles County planter was attached to answer unto John Penn in a plea whereof with force and arms &c. at Charles County aforesaid he entered into all that tract or parcel of



land called Lees purchase otherwise called Laidlers ferry lying and being in Charles County aforesaid with the appurtenances which Joseph Young demised to the said John Penn for a term of years which is not yet expired and expelled him from his said farm and other wrongs to the said John Penn then did to the great damage of the said John Penn and against the peace Government and dignity of the State &c. And whereupon the said John Penn by Luther Martin his attorney complains that the said Joseph Young heretofore to wit on the first day of April in the year of our Lord one thousand eight hundred and two at Charles County aforesaid had demised to the said John Penn all that the said tract or parcel of plantable land called Lees purchase otherwise called Laidlers ferry lying and being in the County aforesaid with the appurtenances to have and to hold the same to the said John Penn and his Assigns from the thirty first day of March then last past for and during and unto the full end and term of fifteen years from thence next ensuing and fully to be complete and ended by virtue of which said demise the said John Penn entered into the said tract or parcel of plantable land with the appurtenances and was possessed thereof and being so possessed thereof the said John Laidler afterwards to wit on the said first day of April in the year one thousand eight hundred and two aforesaid with force and arms that is to say with swords staves and knives at the County aforesaid entered into the said tract or parcel of plantable land with the appurtenances which the said Joseph Young had demised to the said John Penn in manner aforesaid, for the term aforesaid which is not yet expired and ejected the said John Penn from his said farm and other wrongs to the said John Penn then and there did to the great damage of the said John Penn and against the peace Government and dignity of the State &c. wherefore the said John Penn saith he is injured