

1810.

Norwood
vs
Norwood

that action, amounting to £186 4 10, the whole of which was paid by the present plaintiff. The plaintiff also proved, that in the first aforesaid action of ejectment, a judgment of *nonsuit* was entered, from which there was an appeal to the court of appeals, where the same was reversed, and judgment entered for *Carroll* and others' lessee, against the plaintiff and defendant in this action, for the costs of the appeal, amounting to £58 6 4, and which costs were also paid by the plaintiff here, to the agent of *Carroll*, and others, as by a receipt exhibited. This action was brought to recover a moiety of those costs. The defendant then proved, that in the first mentioned ejectment for *Enlargement* and *Brown's Adventure*, there had been certain plots and locations made by order of the general court, which were returned and filed in that court as proceedings in that ejectment, and also that certain depositions of witnesses, relative to the boundaries and lines of those tracts of land, had been taken by consent in that action. That *William Hammond* was the legally authorised attorney of *Carroll* and others' lessee, in both of the above mentioned ejectments, and that the plots and locations, which had been made in the first mentioned action for *Enlargement* and *Brown's Adventure*, were precisely the same that must necessarily be made in the other ejectment for *Yates his Forbearance*, as far as they went, and that it would only be necessary to make some trifling additions to render them completely sufficient to try the ejectment for *Yates his Forbearance*. The defendant also proved, that *Hammond*, the attorney for *Carroll* and others' lessee, entered into the following agreement with the defendant in this action: "That the plots used in the former ejectment, which was tried between *Charles Carroll*, and company, and *Edward* and *Samuel Norwood*, shall be used in the cause now depending between the same plaintiffs, and *Samuel Norwood*, each party having liberty to make such amendments to those plots as they may think necessary." He also proved, that the plots mentioned in this agreement were the same which had been made in the ejectment for *Enlargement* and *Brown's Adventure*, and that the cause mentioned, as "now depending," in the agreement, was the ejectment for *Yates his Forbearance*. The defendant also proved, that he entered into another agreement with *Hammond*, the attorney of *Carroll* and others' lessee, "that the admissions of boundaries, proofs