

and depositions, taken in the former cause between the same parties, shall be received in evidence in the same manner as if they had been taken in the present suit." And that the depositions in the last agreement mentioned are the same depositions herein before mentioned, which were taken by consent in the ejectment for *Enlargement* and *Brown's Adventure*, &c. The defendant also proved that *Hammond*, the said attorney, after the two agreements had been entered into, applied to the plaintiff in this action, and desired him, in order to save costs and trouble, to enter into the same agreement with him, to which the plaintiff at the time consented, but afterwards utterly refused to do, alleging as his reason, that he never would agree to any thing which was recommended by *James Winchester*, (the present defendant's counsel,) and that new plots and locations must be made. The defendant also proved, that after the judgment of *nonsuit* was given in the general court against *Carroll* and others' lessee, in the ejectment for *Enlargement* and *Brown's Adventure*, *Carroll* and others' lessee, instituted another ejectment in the general court, for the two tracts of land called *The Enlargement* and *Brown's Adventure*, and that it was agreed on all sides, both by the plaintiff and defendants in the last mentioned ejectment, that the plots and locations, which had been made in the first suit brought for the same tracts of land, should be used in the last mentioned action for the same lands, and that the said plots were so used, and no others were ever made in the last ejectment. That when the sheriff of *Baltimore* county served a notice on the defendant, to make locations in the last suit of the three ejectments in which locations were made, he informed the sheriff that he should not make any locations in that case, nor would he pay any part of their expense. He also proved, that when the sheriff and surveyor were actually making locations, and laying down pretensions, by the direction of the present plaintiff, on the last occasion, he, the present defendant, told the sheriff and surveyor that he would have nothing to do with the locations they were making, nor would he pay any part of the expense. The defendant also proved, that the defendants in the last mentioned ejectment, recovered a judgment in the general court for the sum of £131 2 3, it being the costs of the ejectment for *Enlargement* and *Brown's Adventure*, in which a judgment of

1810.

Norwood
vs
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