in this declaration mentioned, or to some part thereof, and I being sued in this action as a casual ejector and having no claim or title to the same premises do advise you to appear in Anne Arundel County Court to be held at the City of Annapolis in and for said county on the third Monday of April instant, by some attorney of that Court and then and there by rule of the same Court to cause yourself to be made defendant in my stead, otherwise I shall suffer judgment to be entered against me and you will be turned out of possession.

I remain your loving friend Richard Fenn. April 8th 1818.

To recover the possession of the land therein mentioned, that the said suit was continued in this Court against the original defendant till April Term eighteen hundred and nineteen when the death of the original defendant was suggested, Subpœna was issued against one Richard Stockett the devisee of said Luranna Stockett, who appeared, was made a party and the cause was continued till October Term eighteen hundred and twenty two when the suit was discontinued by consent without costs. To the admissibility of which evidence the Plaintiffs objected because the said record was between different parties and for other property and because the said Ejectment in its existing state could not legally avail the defendant in bar of the Plaintiffs claim on the issues joined in this cause, but the Court overruled the objection and admitted the evidence to which opinion of the Court the Plaintiff prayed leave to except and that the Court would sign and seal this his bill of exceptions and which is accordingly done this twentieth day of October in the year of our Lord one thousand eight hundred and twenty seven.

Ch. S. Wilgom (Seal)
J. H. Wilkinson (Seal)

Rachel H. Wathins and Benjamin Wathins admrs of Nicholas Wathins of Thos.
vs
Joseph N. Stockett.

Case. Anne Arundel County Court. October Term 1827.

On the trial of this cause the Plaintiffs to support the issue on their part gave in evidence to the Jury a Deed from one John Stockett to the Plaintiff Intestate dated the 28th day of June 1818 for two tracts of land called Dodew and Bridge Hills and six negroes therein named Sam aged about sixty, Sam the Carpenter aged about forty five, Charles, Jenny and her two children Mary and Hannah whereof the said Stockett was then seized and possessed which deed was duly executed acknowledged and recorded and is an absolute deed on its face for the consideration of eight hundred dollars acknowledged to be paid for the said conveyance. That the said Stockett and his wife Luranna Stockett who were living on the said plantation at the time of the grant aforesaid still continued to live there and to retain possession of the said negroes until John Stockett's death on or about the first of March 1818. that immediately after his death his widow still continuing on the place and in possession of the negroes aforesaid sent for her relation Stephen Bond a competent witness who proved the same and told him in great distress that she understood Mr Nich. Wathins of Thos. had an absolute deed of all the land and negroes, and that she desired the witness to go for Mr Wathins and ask him to come and see her. That he accordingly notified Mr Wathins who came there and being asked by Mrs Stockett if it was true that her husband had given him an absolute deed for the land and negroes aforesaid said it was so and produced the deed. That Mrs Stockett was

greatly distressed and said she was friendless that she did not care so much for the land, but that she was desirous to live there as long as she lived, and that she was much attached to the negroes she had brought up and intended to have set them free at her death. That Mr. Wathins assured her that she was not friendless, that he had been always a friend to her husband and meant intended to be her friend. That she might still continue on the place as long as she lived and he would not disturb her, but as to the negroes that she had a dower right in the land which if she would consent to sell at that time as he Wathins had a good offer therefor at about thirty dollars per acre as witness understood, she might have the negroes and do what she pleased with them upon which Mrs Stockett appeared to be perfectly satisfied and Wathins went away, and the witness believed all matters adjusted until shortly after he learned that Mrs Stockett did not intend to comply with his promises to Wathins and had brought a suit in Chancery against him. The Plaintiffs then read in evidence the original record in the Court of Chancery and in the Court of Appeals in the case of Stockett and Wathins and the report thereof in 6th Harris and Johnson page 485 by consent, (which are to be read as part of this bill of exceptions by consent in the Court of Appeals instead of being inserted herein) By these proceedings it appeared among other things that the original bill was filed by Luranna Stockett Executrix and sole devisee of John Stockett on the day of 1818 with two codicils the deed above mentioned and the will of John Stockett which are to be deemed parts of this bill of exceptions. That Mrs Stockett the complainant died on or about the 31st of Oct. 1818 having made her will which also is to be used from the said proceedings as there exemplified, as if incorporated herein, and that subsequently the Defendant and Richard L. Stockett her devisee became parties to the said proceedings. The Plaintiffs further gave in evidence to the Jury that soon after Mrs Stockett's death the defendant took possession of the plantation and assumed the control and disposal of the negroes and held the same by himself or his under tenants and agents until July 1825. That he hired out the place at the rent of one thousand pounds of Tobacco per annum and also hired out some of the negroes viz Old Sam at the rate of $30 per annum. Sam the Carpenter to different persons whose services were valued differently by the witnesses from forty or fifty to one hundred dollars per annum, that Jenny and her two children Hannah and Mary continued to work at the place where services were valued by the witnesses at twenty four dollars each per annum, and the Defendant took home Charles to live with him whose services were valued at fifty dollars per annum. The Plaintiff further gave in evidence by one James Dawson a competent witness that he rented the place from Stockett the Defendant in the year 1825 at one thousand pounds of Tobacco, that when he rented of Stockett told him he must pay the rent according to the decision of the cause aforesaid then pending in the Court of Appeals if in his favor to him, if on the contrary it should be decided in favor of Wathins he must pay the rent of him and that the witness has since paid the rent of that year accordingly to Mr Wathins without any objection from the Defendant who has never asked him for the said rent. The Plaintiff further proved by John Bond a competent witness that after Mrs Stockett's death he hired Old Sam from the defendant at the rate of thirty dollars per annum. That on the 12th day of October 1826 he settled with Stockett for his hire at thirty dollars per annum, that he objected to the amount but Stockett replied, "don't ask me to take off the wages, I cannot do it for I have to pay it all away to Wathins. That afterwards in a subsequent conversation the witness heard