died of the eleventh of November 1797. and that the said lot is in the City of Baltimore and was in said City on the twenty fourth of May 1810. and also that the two lots described in the declaration in the said case of Cresewell Lefew vs Stephen Lawson and the lots No. 23 & 686 described in said deed (of 24 May 1810) as situate in the South east addition to Baltimore town. The defendant gave in evidence that Mrs. Hannah Slater died in may 1827 - that Alexander McKinstrie in 1832 and that Fredk. McIntirin died in eighteen hundred twenty nine. and that Mrs. Hannah Slater from the death of John Cresewell the elder in eighteen hundred and fourteen till the time of her death, entered into and claimed to be the owner of, and receive the rents and profits of the lot on Market St. for which the present suit is instituted claiming the same by virtue of the aforesaid last will of John Cresewell the elder before mentioned, but that upon her death Fredk. McIntirin as trustee appointed by the Chancellor of Maryland as hereinbefore shewn, and after his death Stephen Lawson the present defendant as such trustee held and claimed and received the rents and profits of, and the said Stephen Lawson does still hold and claim as aforesaid, and receives the rents and profits of said lot. and further evidence was given that upon and from the decease of the said John Cresewell the elder, the aforesaid Mrs. Hannah Slater till the time of her death claimed by virtue of the aforesaid last will of the said John Cresewell the elder, to be the owner of the two lots No. 23 and 686 aforesaid, and paid the taxes thereon as such owner, and that upon her death, Fredk. McIntirin as trustee as aforesaid and after his death, Stephen Lawson, the present defendant as such trustee claimed to be the owner as aforesaid of said two lots and paid the taxes thereon as such, and still continues so to do: and that the said two lots No. 23 and 686 are unimproved and unenclosed and have always been so, but that the lot on Market Street is improved with a valuable three story brick house comprising a store and dwelling. The defendant then gave in evidence the confession of judgment made in the aforesaid case of Cresewell Lefew vs Stephen Lawson (herein before inserted) the said judgment having been confessed after the Jury was sworn in this case and pending the trial, under the opinion of the Court, that without such confession of judgment, the plaintiff would be entitled to recover in this suit. The defendant also offered in evidence the record from Baltimore County Court in the case of McIntirin Lefew vs Bosley's heirs herein before inserted, and also offered in evidence the following admission or statement of facts.

"It is admitted that on the 23d day of November John Cresewell Lefew instituted in said Court an action of ejectment against John Blake and George Beatty for all that parcel of land called Coles Harbour or Todds Range, which is contained within the following metes and bounds, courses and distances to wit, Beginning at the end of the south thirty six degrees east eighty feet line, being the first line of part of the said tract of land sold by a certain Jacob Case to a certain Michael Burns and running thence south thirty six degrees east seventy feet eight inches, thence south twenty three degrees west nine perches, thence north thirty six degrees west seventy feet eight inches, to the said Michael Burns part, and thence with a straight line to the beginning and also into all that other part of a tract or parcel of land called Coles Harbour otherwise Todds Range, which is contained within

the following metes and bounds courses & distances to wit, Beginning on the end of the south thirty six degrees east eighty feet line, being the first line of part of the said tract of land sold by a certain Jacob Lefew to a certain Michael Burns and running thence south thirty six degrees east seventy feet eight inches, thence north twenty three degrees west nine perches, thence north thirty six degrees west seventy feet eight inches, to the said Michael Burns part and thence with a straight line to the beginning. That the said John Blake and George Beatty appeared to said action and filed the following plea and defence on warrant.

John Cresewell Lefew vs John Blake & George Beatty. } In Baltimore County Court - December Term 1830. and the said John Blake and George Beatty by his attorneys aforesaid defends the force and injury when and wherefore and takes defence according to his pretensions as they shall appear to be laid down on the return of a warrant of recovery to be issued in this cause and says that he is not guilty of the trespass and ejectment aforesaid, in manner and form as the said Lefew above against him hath declared, and of this he puts himself upon the country &c.

Charles J. Mayer
Defts atty.

That on the second day of February 1831 the defendant on warrant here to fore taken was withdrawn - that on the 6th Sept 1831 John Cresewell's death was suggested - that on the 7th January 1832 Rebecca Cresewell, devisee of John Cresewell the lessor of the plaintiff appeared - that on the 17th of April 1832 the following order to enter case agreed was filed.

Cresewell vs Blake & Beatty, tenants in possn. } Ejectment. Balto County Court (City Docket)
Mr. Gilson will please enter the above case agreed.
Revdy Johnson for Pltff
Ilgenfritz for Defts.
Balt. 17 April 1832
R. Johnson Pltffs atty
Hugh Davey Evans Defts atty

And it was admitted by said plaintiff, that on the settlement of said last case they received as a consideration therefor from the representatives of said Bosley, one hundred dollars $100. And it is further admitted that the defendants as trustee aforesaid at the trial of this cause declared his election to take and have the said lot on Market St. as one of the lots, pieces or parcels of ground devised by the elder John Cresewell as aforesaid to Alexander McKim in trust as aforesaid. Whereupon the defendants by their Counsel moved the Court to direct the Jury that the plaintiff is not entitled to recover 1st Because there is no evidence that John Cresewell the younger was the legitimate son and heir at law of John Cresewell the elder - 2d Because the payment of the debt from William Slater to John Cresewell the elder mentioned in the will of John Cresewell the elder is not a condition precedent to the vesting of the title under the devise to Alexander McKim in trust contained in the said will - 3dly Because the true construction of the said devise to Alexander McKim in trust is, that the whole of the lots conveyed to John Cresewell the elder by William Slater by the deed therein referred to, are devised to the said Alexander McKim in trust for the purposes therein mentioned without the impediment of any condition precedent - 4thly Because if the construction given to the said