of several subsequent assignments became and was possessed at the said time when the said goods and chattels in said declaration mentioned were taken and the said defendants in fact say that the said Charles Carroll of Carrollton on or about the fourteenth day of November in the year eighteen hundred and thirty two departed this life having duly made his last will and testament and codicils thereto whereby among other things he devised the said place and the said rent to the said defendants and because the sum of one hundred dollars of the rent aforesaid for the space of six years ending as aforesaid on the twenty ninth day of September in the year eighteen hundred and thirty nine and from thence and until the, and at the said time when and so forth was due and in arrear from the said plaintiff to the said defendants, they the said defendants will avow the taking of the said goods and chattels in the said place in which and justly and so forth, as for and in the name of a distress for the said rent so due and in arrear to the said defendants and which still remains due and unpaid. And this the said defendants are ready to verify wherefore the said defendants pray Judgment and a return of the said goods and chattels together with their damages and so forth, according to the form of the statute in such case made and provided to be adjudged unto them and so forth.

James T. Bruce, Thos. S. Alexander, Somerville Pinkney, for defts.

And thereupon the parties aforesaid by their attornies aforesaid file in Court here the following statement of facts to wit:

Daniel T. Hyde
vs.
John Mac Tavish and Richard J. Stewart.

Anne Arundel County Court. It is agreed in this case that the late Charles Carroll of Carrollton was in his lifetime seized of lots numbered 3, 4, 5, 6, 7, 8, 18, 19, 20, 21, 22 and 31, in the city of Annapolis as located on the plot of the city hereunto annexed and marked No. 1 as part of this statement and being so seized and possessed in the year 1784 procured the lots 18, 19, 20, 21, 22 and 31, to be surveyed and subdivided into lots as shewn in the accompanying plot No. 2, and the explanations thereof which are to be taken as parts of this statement the dotted lines on said plat No. 2 being designed to indicate the courses and distances of the said lots as located on the plat of the whole city No. 1 before mentioned and that shortly afterwards he leased the lot on the said plat No. 2 marked W. I. being parcel of lot No. 31 and designated on plot No. 6 by the figures in red ink 5, 6, 7, and 8, which plot No. 6 and the surveys or explanations thereof are also part of this statement to one John Adam Roger at a yearly rent of six pounds equal to sixteen dollars as by a copy of said lease which is to be taken as part of this statement will more fully appear that Roger entered upon the said demised premises and that his interest therein has by sundry mesne conveyances been duly vested in the plaintiff. It is further admitted that the said Charles Carroll of Carrollton died seized of the reversion in fee in said premises on or about the 14th day of November 1832 and leaving a last will and testament and codicils thereto which has been duly admitted to probate and the due execution of which is hereby admitted and that the defendants have accepted the devise therein; and thereby made to them and the paper marked No. 4 is admitted to be a true copy of said last will and testament and codicils and is to be treated as part of this statement. The defendants claim the reversion in the aforesaid demised premises and the rent reserved on the aforesaid demise from the time of the death of said testator up to the 29th day of September 1839, that is to say the sum of one hundred and ten dollars being in arrear the said defendants entered upon the same premises

and in due form of law levied a distress for said rent in arrear upon the property mentioned in the writ of replevin in this action. It is agreed that to the avowries to be filed by the defendants the plaintiff shall file such plea or pleas as shall put in issue the title of the defendants as devisees of the reversion in said premises and of the rent reserved on said demise as incident thereto and issues shall be joined thereon and the questions to be submitted to the Court shall be whether upon the fair construction of the said last will and testament and codicil thereto the reversion in fee in said demised premises and the rent reserved in said lease as incident to said reversion of the said demised premises have both been devised and bequeathed to the said defendants. If the Court shall be of opinion that the said defendants are entitled to the aforesaid rents and reversion under said instruments then Judgment is to be rendered in proper form for them for the amount of rent in arrear since the death of the testator with proper allowances for interest and costs of suit. If the Court shall be of opinion against the defendants upon either of the foregoing grounds then the Judgment to be for plaintiff for nominal damages and costs. It is further agreed and admitted that in or about the year 1752 the said Charles Carroll of Carrollton in his lifetime leased a part of the aforesaid lots which is marked on the aforesaid plat No. 2 as H. S. and on plat No. 6 by the red figures 20, 21, 22 and 23 unto one Henry Seible since deceased and the same has ever since been and is now held by the assigns of the said Henry Seible under said demise a copy whereof marked No. 5, is to accompany and be treated as part of this statement. It is further admitted that the dwelling house and outhouses of the said Charles Carroll of Carrollton with the garden and yards attached thereto which were enclosed in the years 1784, and have been so enclosed ever since cover the lots numbered on said plat of the city 5, 6, 7, and 8 and that the other lots owned by him on the same side of Duke of Gloucester Street have been in enclosures for the same space of time. That the coach house is situate on that part of lot No. 21, which is enclosed within the parrelelogram shaded yellow on plat No. 6 which with the explanations thereof is filed as part of this statement. That in the year 1812 and for many years before and for several years after that date a Land mill was situate on or about the dividing line between the original lots numbered 18 and 19, that it was erected by one Joseph Sands, by permission of said Carroll and for many years used by said Sands; But that the residue of said lots 18, 19, 20, 21, 22 and 31 excepting the ground covered by the Coach House and the lots demised as aforesaid and the Alley between the said demised lots and that part of the lot No. 22 to the north west of the said alley and the other alley between the lots No. 31 and 22 and 23 were in the year 1812 and for some years before that time unenclosed. That the last mentioned alley has been opened and used by the owners of the block of buildings situate on lot No. 23 they having had gates thereon for the last 30 or 60 years; That in the year 1812 or thereabouts a certain John Brewer by permission of the said Carroll, enclosed a part of the original lot No. 22 designated on the plot No. 6 by red figures 1, 2, 3, and 4, and lying to the north west of said Alley and cultivated the same as a garden, and the same has ever since been held under enclosures by the said Brewer and persons claiming under him; That in or about the year 1817 the said John Brewer by like permission enclosed other parts of lots No. 21 and 22 excepting the alley dividing lot No. 22 and the other alley separating lots No. 22 and 23 from lot No. 31. and at or about the same or prior thereto a certain John Hyde by a like permission enclosed parts of lots No. 21 and 31, marked on the plat No. 6 by the red figures 13, 14, 15, 16, 17, 18 and 19, and afterwards other enclosures, were allowed by the said Charles Carroll of Carrollton to be made of other parcels of said lots as described on plat No. 6 and explanations thereof. All which enclosures were continued up to the dates of the aforesaid last will and testament and codicils. And it is agreed that the papers shewing the times and terms upon which said enclosures were made, may be taken