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doth the like. Thereupon further process of and upon the premises aforesaid between the parties aforesaid by consent of the said parties and their attorney aforesaid and by order of the Court here thereon is continued until the first day of September next. At which said first day of September to wit in the year of our Lord one thousand eight hundred and forty one come again into the County Court here the parties aforesaid by their attorneys aforesaid. Thereupon further process of and upon the premises aforesaid between the parties aforesaid by consent of the said parties and their attorneys aforesaid and by order of the Court here thereon is continued until the first day of January next. At which said first day of January to wit in the year of our Lord one thousand eight hundred and forty two come again into the County Court here the parties aforesaid by their attorneys aforesaid. Thereupon further process of and upon the premises aforesaid between the parties aforesaid by consent of the said parties and their attorneys aforesaid and by order of the Court here thereon is continued until the second day of May next. At which said second day of May to wit in the year last aforesaid came again into the County Court here the parties aforesaid by their attorneys aforesaid. Thereupon further process of and upon the premises aforesaid between the parties aforesaid by consent of the said parties and their attorneys aforesaid and by order of the Court here thereon is continued until the first day of September next. And now here at this day the said first day of September next to wit, in the year last aforesaid comes again into the County Court here as well the said John Doe lessee as aforesaid by John Glenn and Reverdy Johnson Esquires his attorneys as the said Ashton Alexander and Sarah Rogers Alexander by Jonathan Meredith and Charles F. Mayer Esquires their attorneys whereupon for trying the issue between the parties aforesaid above joined it is ordered by the Court here that twenty persons from the panel of jurors returned to the Court here by the sheriff of Baltimore County aforesaid be drawn by ballott according to the act of Assembly in such case made and provided and thereupon the twenty persons being so drawn by ballot and written upon two lists one of which said lists is delivered to the counsel for the respective parties and the counsel for each of the said parties having stricken out four persons from the said lists thereupon the remaining twelve persons being called come that is to say, Charles Farquharson, Charles A. Williamson, Joseph Ramsay, William Shaw, George H. McDowell, George Tiffany, Robert Dutton, Samuel Tenly, Edward Cassaing, Robert Leslie, Stephen Lawson, Frederick S. Litting, who being empannelled sworn and affirmed to say the truth in the premises upon their oath and affirmation do say that the said Ashton Alexander and Sarah Rogers Alexander are not guilty of the trespass and ejectment aforesaid as the said Ashton Alexander and Sarah Rogers Alexander above by pleading have alleged. Therefore it is considered by the Court here that the said John Doe lessee as aforesaid take nothing by his declaration aforesaid against the said defendants but that he be in mercy for his false complaint against the said defendants and that the said defendants go thereof without day &c. It is also considered by the Court here that the said Ashton Alexander and Sarah Rogers Alexander recover against the said Margaret Walter, Ann Maria Walter, George K. Walter, Matilda Walter, Margaret Walter and Eliza Walter the lessors of the said John Doe

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the sum of twenty dollars and forty five cents and a third by the Court here unto the said Ashton Alexander and Sarah Rogers Alexander on their assent adjudged for their costs and charges by them about their defence in this behalf expended and that they have thereof their execution and so forth.

Memorandum. Be the jurors aforesaid withdrew from the bar of the Court here the said John Doe lessee as aforesaid by his attorneys aforesaid filed in Court here in said cause the following bill of exceptions to wit:

Walter's Lessee vs. Alexander. The plaintiffs to support the issue on their part gave in evidence to the Jury. That Daniel Bowly being seized in fee of the lot of ground for which this suit was brought executed and delivered the following Lease for the same Daniel Bowly to Solomon Etting. Lease. Maryland, SS. This Indenture made the twenty first day of December Seventeen hundred and ninety eight between Daniel Bowly of Baltimore County Gentleman of the one part and Solomon Etting of the same County Merchant of the other part witnesseth that the said Daniel Bowly for and in consideration of the payment of the rents and performance of the covenants hereinafter mentioned on the part of the said Solomon Etting and his assigns to be paid and performed hath demised granted leased and to farm lettten and by these presents doth demise grant lease and to farm let unto the said Solomon Etting his executors administrators and assigns. All that Lot or Parcel of ground situate and lying in the City of Baltimore contained within the metes and bounds courses and distances to wit. Beginning for the same on the east side of South Street South three and three quarter degrees east seventy nine feet three inches from the South east intersection of South and Water streets and running thence bounding on South Street South three and three quarter degrees east twenty five feet nine inches thence north eighty six and a quarter degrees east seventy nine feet six inches to the division line between Daniel Bowly and John McGuire, thence bounding on said line north twenty five feet and thence by a straight line to the place of beginning being Lot No. 12 as by a private platt or survey thereof made and certified by John Boulden on the fifth day of December Seventeen hundred and ninety eight the platt thereof now in the possession of said Etting reference thereto being had will more fully appear. Together with all improvements thereon made lands alleys ways waters privileges easements emoluments and advantages to the said lot of ground belonging or in anywise appertaining. To Have and To Hold the said lot of ground and premises with their and every of their appurtenances unto the said Solomon Etting his executors administrators and assigns from the day next before the day of the date of these presents for and during and until the full end and term of ninety nine years from thence next ensuing fully to be complete and ended, yielding and paying therefor to the said Daniel Bowly his heirs and assigns the yearly rent or sum of one hundred dollars current money of the United States clear of all deductions abatements discounts and defalcations for taxes assessments subsidies and other public dues of every kind