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the first Monday of April next to reply to the plea aforesaid of the said defendants, and to him it is granted the same day is given to the said defendants then &c.

And now here at this day to wit the first Monday of April being the seventh day of the same month in the year of our Lord one thousand eight hundred and forty five and being the day until which the said plaintiff had further leave of the Court here to imparle to reply to the plea aforesaid of the said defendant, come again into the County Court here the parties aforesaid by their attornies aforesaid; And the said plaintiff by his attorney aforesaid as to the said plea of them the said defendants so as aforesaid by them pleaded he the said plaintiff in like manner &c. And the said Henry D. Hatton, one of the said defendants by his attorney aforesaid prays leave of the Court here according to the act of Assembly in such case made and provided, to amend his plea aforesaid, and to answer anew to the declaration aforesaid of the said plaintiff in the plea aforesaid and it is granted him; - And the said Henry D. Hatton by his attorney aforesaid comes and defends the force and injury when &c. and saith that he is not guilty of the said trespass in manner and form, as the said plaintiff above against him hath complained, and of this he puts himself upon the Country &c.

And the said Henry D. Hatton, by leave of the Court here, and according to the form of the Statute in such case made and provided further defends the wrong and injury when &c. and saith that the aforesaid plaintiff his action aforesaid thereof against him to have or maintain ought not, because he saith, that the place in which it is supposed, the trespass aforesaid was done, is, and at the same time in which the said supposed trespass is supposed to have been done was one close of land with the appurtenances called "Boarman's content" in the County aforesaid which said close with the appurtenances is and at the same time was the proper soil and freehold of the said Henry D. Hatton, wherefore the said Henry D. Hatton, at the said time entered the said close as it was lawful for him to do and this he is ready to verify &c. And thereupon on motion of the said Henry D. Hatton it is ruled by the Court here that the said plaintiff reply to the pleas aforesaid of the said Henry D. Hatton or judgment would be rendered against him in default thereof.

And the said plaintiff by his attorney aforesaid as to the first plea of him the said defendant so as aforesaid by him pleaded he the said plaintiff in like manner &c. And the said plaintiff by his attorney aforesaid further says that as to the second plea of him the said defendant so as aforesaid pleaded, that the matters and facts contained in the said plea as the same are within stated are not true, and this he prays may be enquired of by the Country, and the said defendant in like manner &c.

Whereupon for trying the issues aforesaid above joined, between the parties aforesaid it is ordered by the Court here that twenty persons from the panel of petit Jurors, returned to the Court here by the Sheriff of the County aforesaid be drawn by ballot according to the directions of 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 of each of the said parties having

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stricken out four persons from the said lists, thereupon the remaining twelve persons being called come that is to say: "Edward H. Wyville William A. Wallace Elijah Connick George N. Orme, Thomas Burch Henry Jones, Jr. William W. Hall William Clarke Dennis B. Cross, Charles L. Gantt, John I. Lambert and John C. Berry." who being empannelled and sworn to say the truth in the premises upon their oaths do say that the said defendants are not guilty of the said trespass in manner and form as the said plaintiff above against them hath complained.

And the Jurors aforesaid upon their oaths aforesaid do further say that the aforesaid plaintiff his action aforesaid thereof against the said defendants to have or maintain ought not because they say, that the place in which it is supposed the trespass aforesaid was done is, and at the said time in which the said supposed trespass is supposed to have been done was one close of land with the appurtenances called Boarman's Content in the County aforesaid which said close with the appurtenances is and at the said time was the proper soil and freehold of the said Henry D. Hatton, wherefore the said Henry D. Hatton, at the said time entered as it was lawful for them to do.

Therefore it is considered by the Court here that the said plaintiff take nothing by his declaration aforesaid, but that he for his false clamour be in mercy and so forth, and that the said defendants go thereof without day and so forth, and it is also considered by the Court here that the said defendants recover against the said plaintiff the sum of nine dollars forty three and one third cents by the Court here unto them the said defendants on their assent adjudged, for their costs and charges by them about their defence in this behalf laid out and expended and that the said defendants have thereof execution and so forth.

Memorandum: Before the Jurors aforesaid withdrew from the bar of the Court here the said plaintiff by his attorney aforesaid filed in Court here the following bills of exceptions to wit:

Robert W. Hunter vs Henry D. Hatton and George Kendrick.	In Prince George's County Court - April Term 1845.

In the trial of this cause the plaintiff to maintain the issues on his part joined proved to the Jury by competent witnesses that some short time before the institution of the present suit the plaintiff was in the possession of the land and premises in the declaration mentioned called Boarman's Content, claiming title to the same, and that he was engaged in the repairs of the dwelling situated on said land on or about the third day of February in the year eighteen hundred and forty four. That during the night of the third of February 1844, the said dwelling house was forcibly entered and broken open by some person or persons, and that on the next morning when the witnesses went to the said house they found the defendants in the possession of the said house; That the defendants told the witnesses that they had taken possession of the said house and premises, and that they meant to keep possession.

The defendants had with them, at that time guns and threatened to