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as before, defends the force and injury when &c. And prays leave of the Court here further to imparle until the fourth Monday of March then next and then to ascertain his defence, and answer to the declaration of the said John Denn Lessee as aforesaid, and he hath it. the same day is given to the said John Denn lessee as aforesaid &c. - At which said fourth Monday of March to wit, in the year eighteen hundred and twenty two, to which day the said Philip Walter had leave to imparle, and then to ascertain his defence, and answer to the declaration of the said John Denn lessee as aforesaid in the plea aforesaid, comes again into the County Court here, the parties aforesaid by their attorneys aforesaid; and the said Philip Walter by his said attorneys as before, defends the force and injury when &c. And takes defence according to his pretensions as they shall appear to be laid down on the return of a warrant of Resurvey to be issued in the plea aforesaid, and says that he is not guilty of the trespass and Ejectment aforesaid in manner and form as the said John Denn Lessee as aforesaid hath above complained against him, and of this he puts himself upon the Country &c.

And the said John Denn Lessee as aforesaid in like manner &c. Thereupon further process of and upon the premises, between the parties aforesaid, with the consent of the said parties by their attorneys aforesaid, and by order of the Court here thereon, is continued until the third Monday of September, then next.-

At which said third Monday of September, to wit, in the year last aforesaid, come again into the County Court here, the parties aforesaid by their attorneys aforesaid. And thereupon, as before, further process of and upon the premises between the parties aforesaid, with the consent of the said parties by their attorneys aforesaid, and by order of the Court here thereon, is further continued until the fourth Monday of March then next.-

At which said fourth Monday of March to wit; in the year eighteen hundred and twenty three come again into the County Court here, the parties aforesaid by their attorneys aforesaid; and thereupon as before, further process of and upon the premises between the parties aforesaid, with the consent of the said parties by their attorneys aforesaid and by order of the Court here thereon, is further continued until the third Monday of September then next.- At which said third Monday of September to wit in the year last aforesaid, come again into the County Court here, the parties aforesaid by their attorneys aforesaid; and thereupon, as before, further process of and upon the premises between the parties aforesaid, with the consent of the said parties, by their attorneys aforesaid, and by order of the Court here thereon, is further continued until the fourth Monday of March then next.-

And now here at this day - the said fourth Monday of March to wit, in the year eighteen hundred and twenty four, come again into the County Court here, the parties aforesaid, by their attorneys aforesaid; And thereupon, during the said term the following entry on the Docket, was made in said cause, to wit: "Agreed 10th June 1824.-

In Testimony that the aforegoing transcript, is fully and truly taken from the Record of Proceedings of Baltimore County Court, in the cause therein mentioned.- I have hereto set my hand and affixed the seal of said Court this twelfth day of May Anno Domini eighteen hundred and forty seven.-

(Seal place)

A.W. Bradford, Clk. Balto. Coty. Ct.-

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And also proved that the Defendants at the former trial in this Court offered in evidence on their part, in manner as appears by the record in the Court of Appeals and in this Court, which it is agreed may be read in evidence at the hearing of this cause in the Court of Appeals, the said proceedings in the case of Sarah R. Merryman against Smith, it being admitted that said Sarah is the present defendant Sarah Rogers Alexander wife of the Defendant Ashton.-

And thereupon the plaintiffs and defendants respectively prayed of the Court the instructions following to the Jury to wit:

That the proceedings in Ejectment in Merryman and Lessee vs. Smith estop the Defendant from denying the possession of Walter of the premises in question, at the time when such ejectment was brought.

The Defendants pray the Court to direct the Jury that - First - If they shall find that the Defendant Sarah entered into possession of the premises described in the Lease from Daniel Bowly to Solomon Ettings by renting them out as stated in the testimony, and that there was under the Lease in evidence one years rent in arrear when the possession was so taken, and that she and her husband Ashton Alexander have so thenceforth kept the said possession, and were, and had been so in possession for more than twenty years before the bringing of this action; and that the plaintiffs claim title under the Lease of Daniel Bowly read in evidence then that the Defendant Sarah became by devise from John Merryman the owner in fee of the reversion of said Daniel Bowly arising on said Lease, and that said reversion was vested in her, at the time of her taking possession in manner aforesaid, at and before the rent aforesaid became as aforesaid, in arrear then the plaintiffs are not entitled to recover.-

Second - If the Jury shall find that the Defendant Sarah entered into possession in manner as stated in the aforegoing prayer, and that she and her said husband have thence forth continually held said possession and had so held it more than fourteen years when this suit was instituted, and if they shall find the other matters set forth in the above prayer the plaintiffs are not entitled to recover.-

Third - If the Jury shall find the passing of the act of Assembly in relation to Water Street read in evidence, and that all the proceedings thereunder as given in evidence took place, and that thirty days notice of the sale of the property assessed as to Philip Walter in said proceedings took place and that said property was the property claimed by the plaintiffs in this case; and that a sale did accordingly take place of said property, and that thereupon the Deeds of Thomas Rogers the City Collector to Reigart and from Reigart to Sarah Alexander were executed and acknowledged and recorded as set forth in the Testimony, the plaintiffs are not entitled to recover.-

And the Court granted the instructions prayed by the plaintiffs, and refused to grant the prayers of the Defendants, to which opinion of the Court in granting and refusing the respective prays aforesaid, the Defendants excepted and prays the