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 first day in May then next. At which said first day in May to wit, in the year last aforesaid come again into the County Court here the parties aforesaid by their attorneys aforesaid and on the admission that the said John M. Funk lessor of the said John Doe is a non resident of Baltimore County aforesaid the said Catharine Kincaid and Hannah Murdock by their attorneys aforesaid pray that the said John Doe lessee as aforesaid, may be rule'd to give security for the costs in the plea aforesaid. Whereupon it is ruled by the Court here, that the said John Doe lessee of the said John M. Funk give security for the costs of suit in the plea aforesaid by the second Monday in September then next. And it is said to the said John Doe lessee of the said John M. Funk that if he does not give security by the day aforesaid Judgement will be rendered against him by default. The same day is given to the said Catharine Kincaid and Hannah Murdock then &c. At which said second Monday in September to wit, in the year last aforesaid come again into the County Court here the parties aforesaid by their attorneys aforesaid. Whereupon comes here into Court in his proper person Napoleon Hughes, and undertakes for the said John Doe lessee as aforesaid that if the said John Doe Lessee as aforesaid in the plea aforesaid shall be non suited, or from maintaining his action aforesaid shall be precluded, then the said John M. Funk lessor of the said John Doe shall pay unto the aforesaid Catharine Kincaid and Hannah Murdock all such costs and charges by them about their defence in this part sustained which shall be adjudged unto the said Catharine Kincaid and Hannah Murdock by the Court here, or that the said Napoleon Hughes will do the same for him. And 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 further continued at defendants expence, until the second Monday in January then next. At which said second Monday in January to wit, in the year eighteen hundred and forty eight came 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 first day in May then next. At which said first day in May 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 second Monday in September then next, at which said second 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 at plaintiffs expence until the second Monday in January then next. At which said second Monday in January to wit, in the year eighteen hundred and forty nine 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 first day in May then next. At which said first day in May 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 second Monday in September then next. At which said second day 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 second Monday in January then next. At which said second Monday in January to wit, in the year eighteen hundred and fifty 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 first day in May then next. And now at this day to wit the said first day in May in the year aforesaid come again into the County Court here as well the said John Doe lessee as aforesaid by William M. Hall T. G. Walsh and Edward Holloway, Esquires his attorneys as the said Catharine Kincaid and Hannah Murdock by William H. Collins John C. Blackburn and Orville Horwitz, Esquires their attorneys. Whereupon for trying the issue aforesaid within joined. 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 Baltimore City be drawn by ballot 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 to wit, Robert Griffin James Knight, John McSherry, John C. Hewes, William Whitelock, James Guyton William Bruderick, John Martin, James Cooper, James Getty, Thomas C. Watkins and Michael Toner, who being empanelled and sworn or affirmed to say the truth in the premises, upon their oath or affirmation do say that the said Catharine Kincaid and Hannah Murdock are not guilty of the trespass and ejectment aforesaid as the aforesaid Catharine Kincaid and Hannah Murdock above by pleading have alleged. Wherefore it is considered by the Court here that the said John Doe lessee as aforesaid take nothing by his declaration, but for his false complaint be in mercy &c.

And it is further considered by the Court here, that the said Catharine Kincaid and Hannah Murdock recover against the said John Doe Lessee as aforesaid the sum of one hundred dollars and ninety three and a third cents for their costs and charges by them laid out and expended in and about their defence in this behalf sustained to the said Catharine Kincaid and Hannah Murdock by the said Court now here adjudged &c. and that the said Catharine Kincaid and Hannah Murdock may have execution thereof &c.

Memorandum. Judgement on Verdict for defendant was rendered in this Cause on the 11th day of May 1850. Test, A. W. Bradford, Clk.

Memorandum. Before the Jury aforesaid withdrew from the Bar of the Court here the said plaintiffs by their attorneys aforesaid filed in Court here the following Bill of Exceptions to wit.

Funk's Lessee, vs. Kincaid

Baltimore County Court May Term 1850. At the trial of this cause the plaintiff to support the issue in this cause offered in evidence the deed from Miller to Rebecca Mordecai

John Miller To Rebecca Mordecai, daughter of Isaac Mordecai Deed. This