pounds sterling said portion (19 by 36 feet) was assigned by Welsh to Usher and others by deed dated the 29th of September A.D. 1783 and recorded in Liber W.G. No X folio 397 &c. subject to an annual rent of 8 pounds sterling payable to Nicholas Rogers his heirs or assigns and Usher and others assigned the same to Patrick Colvin, the father of said Rachel by deed dated on the twenty fourth of November A.D. 1792 and recorded in Liber W.G. No K K folio 126 &c. subject however to said rent. The said Rachel Colvin was only surviving child and legal representative of her said father became entitled to the Leasehold interest in said portion assigned to said Patrick and upon the fourth day of March A.D. 1823, by paper writing of that date duly acknowledged and recorded in Liber W.G. No 167 folio 132 &c purchased and sought to have conveyed to her by Lloyd N. Rogers the only child and heir of said Nicholas the reversion in said portion of lot No 13 but that said paper writing is not sealed by the said Lloyd N. Rogers and that the said Rachel has not paid any Ground rent on said portion to said Lloyd N. Rogers or any one since said fourth day of March A.D. 1823,

It is agreed that said deeds and paper writing or any of them or copies thereof may be read in evidence by either party, in this Court or in the Court of Appeals. It is further admitted and agreed that that part of lot No. 16 which is particularly described in the former agreement (p 10 of record) and which is also secondly described in the deed from Alexander Forrester to said Rachel dated the twentieth of January 1833 and recorded in Liber T.K. No 245 folio 340 is leasehold the front portion of said lot being fifteen feet front on Baltimore Street with a depth of Equal width of sixty feet and being the lot partly described in said deed from Finnester aforesaid & is admitted is fee simple.

It is admitted that Lot No 15 is in fee but was leased for ninety nine years renewable forever by said Rachel in her lifetime to the Trustees of Sunday Schools of the Methodist Episcopal Church, subject to an annual rent of $75, and this ejectment is only to recover said Ground rent and the reversion in said lot.

It is admitted that Lot No 17 is in fee but is also subject to a lease from said Rachel to John H. Dittman, by deed of the 7th of May A.D. 1845, recorded in Liber A.W.B. No 352 folios 384 &c. He paying an annual rent of $120 and this Ejectment is only to recover said ground rent and the reversion in said lot subject to said lease.

It is admitted that lot No 23 is in fee but subject to a permanent lease from Patrick Colvin to Charles Weir of this and an adjoining lot by deed dated 25th of May 1792 under which lease there is now payable an annual rent of 25 pounds Maryland Currency, and this Ejectment is to recover only said ground rent and the reversion in said lot subject to said lease. It is admitted that lots Nos 24 & 25 were acquired by Patrick Colvin aforesaid by deed from Wm McLaughlin Trustee, dated the 22nd July A.D. 1793, and recorded in Liber W.G. No M.M. folio 43 &c and were acquired by said Rachel from her said father and that she died seized thereof in fee but said lots of ground were subject to old leases reserving rents of $13 4/100 & $20 - current money mentioned in said deed from McLaughlin and this ejectment is only to recover said ground rents and the reversion in said

lots 24 & 25

It is also admitted that the defendants Counsel have examined the records of Baltimore City and have not been able to find any other deed or paper writing from Nicholas Rogers or his heirs or assigns conveying or purporting to convey the reversion or any interest therein (besides those above mentioned in that corner portion above mentioned (19 feet by 36) of the ground & Building known as the "Colvin Building" at the Corner of Baltimore & South streets

2nd Jany. 1860.

Wm. Price for Plffs.
Reo. Johnson for Deft
Brown & Brune for Deft.

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 aforesaid 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 whereupon the remaining twelve persons being called Come, to wit:

Lawrence Langston foreman. Thos Mackenzie, Saml. Butler, Nathan Pensey, Thomas Croxall P. Henry Bennett, Charles Pendergast, Mendez S. Cohen, John McConnell, B. F. Sanders, John Hilbert

Who being empannelled & sworn or affirmed to say the truth in the premises upon their oaths or affirmation, do say that the said Richard Colvin is guilty of the said trespasses and ejectment above laid to his charge and they assess the damages of the said Plaintiff by reason of the trespass and ejectment aforesaid to the sum of one cent current money. Therefore it is considered by the Court here that the said John Doe lessee as aforesaid, recover against his said Richard Colvin in his term aforesaid, yet to come and unexpired in the lands and premises aforesaid, mentioned and described in the declaration aforesaid with the appurtenances and as well the sum of one cent current money by the Juror aforesaid in form aforesaid found as the sum of Fifty one cents like money for his costs and charges by him about the suit in this behalf laid out and expended adjudged unto him by the Court here with his assents &c.

Memorandum. Judgment on Verdict for the Plaintiff was rendered in this cause on the 26th of January 1860 for the property and One Cent damages & cost.

Test George E. Langston Clerk.

Memorandum

Before the Jurors aforesaid withdrew from the bar of the Court here the said Elisha Warfield & others Plaintiffs, by their attorney aforesaid filed in said cause the following bill of exceptions upon