on the premises and that they had made great progress with them and expended a large amount of money before April 1865 when they received the notice referred to by Mr. Buschman, that Mr. Ready took possession of the property before he leased it to the defendants that no fence was erected by Buschman around the premises after the fire, but the whole property was destroyed by the fire.

The Plaintiff then proved the service of the following notices on the Defendants on the 27th day of April 1865.

Mr. D. Wilson &
Mr. T. Connelly

Take notice, that we are in possession of the lot of ground and premises, situated in the City of Baltimore, at the North West Corner or intersection of President Street and Canton Avenue, known as the plaining mill by a lease dated the 20th day of January A.D. 1863 from Samuel Ready to us the undersigned Ernest Buschman & V. H. Buschman and to Otto Daker, and that we forbid the entry by you or any one acting under you on the said premises under such penalties as the law inflicts for the same.

Baltimore April 27th 1865

E. & Buschman & V. H. Buschman

On the Back of said notice was the following endorsement to wit "Copy served April 27th 1865 on D. Wilson & T. Connelly at premises between 3 & 4 O'Clock Corner President Street and Canton Avenue.

R. Nally. Constable.

Mr. Otto Daker.

Take notice that we are still in possession of the lot of ground and premises, situated in the City of Baltimore, at the North West Corner or intersection of President Street and Canton Avenue known as the plaining Mill, and that we forbid you to authorize any person to enter

upon the said premises or to take any person there with you, so as interfere with our possession.

Baltimore April 27th 1865

E. Buschman

V. H. Buschman

On the Back of said notice was the following endorsement to Wit "Copy served April 27th 1865 on Otto Baker between 3 & 4 O'Clock at premises.

R. Nally Constable

The Plaintiff then prayed the Court to give to the Jury the following instructions

If the jury shall find from the evidence the lease dated January 20th A.D. 1863 from Samuel Ready to the two Buschmans and Duker and that the lessees had possession of the premises under said lease, and if the Jury shall also find from the evidence the lease dated the twenty Eighth day of October 1864 from the said Ready to Wilson, Duker and Connollee & that the said lease was for the same premises, and that Wilson, Duker and Connellee took possession of the premises under said last mentioned lease to the exclusion of the plaintiffs lessors, then the plaintiff is entitled to a verdict for two undivided third parts of the said premises, even although they shall find from the evidence that the buildings on the premises were destroyed by fire in 1864 if they shall find that rent was paid by the plaintiffs lessors to said Samuel Ready in October 1864.

And the defendants prayed the Court to give the Jury the following instructions

If the Jury shall find from the evidence in this Cause, that a distraint warrant for Rent was issued at the instance of Samuel Ready, under whom the defendants claim title in this Case, against Buschman and others, for rent alleged to be due after the fire, which