against Margaret Woelper for sale of property.

9. 22d July, 1879 – Liber G. R. 846, folio 126, deed from James McColgan, trustee, to Kate Kerns.

10. 22nd July, 1877 – Kate Kerns executed mortgage to Border State Building Association of Baltimore City, Liber G. R. No. 646, folio 127.

11. That George G. Woelper, husband of said Margaret Woelper is still living and has never been divorced, either, et mensa et thoro or a vinculo matrimonii, from said Margaret.

12. It is further agreed that either party shall have the right to read from and use the records of the papers above referred to, and also the original papers in the case of Border State Perpetual Building Association of Baltimore City, vs Margaret Woelper, above mentioned and referred to, the same as a certified copy. This statement not to be taken as proof of the contents of any of said papers unless the same are produced or offered in evidence.

13. That the tenant of the property has paid rent since July 22nd 1878, to Kate Kerns, or her agent, subject to proof, as to amount.

14. It is agreed, that either party, may object to the admissibility of any of the facts stated in this agreement, or any of the papers therein referred to, in the same manner, as if offered at the trial before a jury, except however, as to any formalities.

James McColgan
For Deft.

Samuel Snowden,
Hutton L. Boulden
For Pltff.

And the Plaintiffs, further to sustain the issue joined on their part, offered in evidence, subject to exceptions, the following papers:

Jonas Friedenwald and wife,
lease to
Margaret Armstrong.

One $2.00 U. S. Stamp,
M'K'd "J. F. 2nd Oct. 1863

This lease, made this second day of October, in the year one thousand eight hundred and sixty-three, between Jonas Friedenwald and Merly Friedenwald, his wife, of the City of Baltimore, in the State of Maryland, of the first part, Margaret Armstrong of said City, the wife of James Armstrong, of the second part, and the said James Armstrong of the same City and State, of the third part.

Witnesseth, that the said Jonas Friedenwald and Merly, his wife, for, and in consideration of the sum of fifteen hundred dollars, to them paid, the receipt whereof is hereby acknowledged, and also in consideration of the payment of the rent hereby reserved, do grant and lease unto the said Margaret Armstrong (with the consent of her aforesaid husband,) her personal representatives and assigns, all that piece or parcel of ground situate and lying on Fell's Point, in the City aforesaid, and described as follows, to wit:

Beginning for the same, on the line of the east side of Bond street, at the distance of ninety-nine feet six inches southerly, from the corner formed by the intersection of the south side of Shakespeare street, and the east side of Bond street, and at northwest corner of the brick dwelling house standing on the ground now being described, and running thence southerly, binding on