says he did not commit the wrong alleged.

R. Hynson & James A. Pearce

Atty's for Defendant,

Plaintiff joins issue on Defendants plea.

Agreed statement of facts with Exhibits A. B. & C. filed July 9th 1883 - which are in the words following to wit:

Fere Wilmer Hanson Catharine R. Richardson and William H. Richardson. vs Richard C. Johnson	In the Circuit Court for Kent County. Action of Ejectment

Agreed Statement of facts.

It is agreed between the parties to this cause that Catharine H. Wroth was rightfully seized in fee of the lands and premises mentioned and described in Plaintiff's declaration, and being so thereof seized departed this life about the 28th day of December 1854 leaving a husband Dr. Peregrine Wroth and Alexander B. Hanson her brother, and the Plaintiff Fere Wilmer Hanson and Catharine R. (who intermarried with William H. Richardson) the only children of George W. Hanson her deceased brother, her only heirs at law.

That the said Catharine H. Wroth made and executed a paper writing purporting to be her last will and testament bearing date on the 27th day of December 1854 and admitted to probate in the usual form in the Office of the Register of Wills for Kent County Maryland. (a copy whereof is filed as part of this agreement and marked Defts Exhibit A" the admissibility of which is hereby excepted to by Plaintiffs) devising or purporting to devise said lands and premises to her husband Dr. Peregrine Wroth

for and during his natural life and from and after his death to her Nephew George A. Hanson in fee; and that Plaintiff's shortly thereafter were informed that said Catharine H. Wroth had executed a paper purporting to be a will by which they were cut off - That said paper did not comply with the requirements of the act of 1842 Ch. 293. That prior to and at the time of the death of said Catharine H. Wroth one Edward Wroth was in actual possession of the premises as tenant and had been accustomed to pay the rent to Peregrine Wroth and continued so to do until the end of the current year of his tenancy, when he entered into a new agreement with Dr. Peregrine Wroth which took effect from 1st Jany. 1855, and that Dr. Wroth thereafter through his tenants continued in possession of said premises, claiming title under said paper writing up to the 5th day of February 1868, when the said Peregrine Wroth and the said George A. Hanson together with his wife since deceased sold and conveyed all their interests and estates in said lands and premises to Richard C. Johnson the Defendant by deed of that date as appears by a copy thereof herewith filed as a part of this agreement and marked "Exhibit B", and that said Richard C. Johnson immediately thereupon entered upon said premises and has ever since held and possessed the same and before the institution of this suit refused to recognize Plaintiffs title thereto"

It is further agreed that the said Alexander B. Hanson died sometime in the Year 18 leaving a Last Will and Testament bearing date Dec. 10. 1864 and a codicil bearing date March 7th 1867 Copies of which are herewith filed and marked "Exhibit C" leaving George A. Hanson aforesaid and Edward Hanson his only Children