commencing at the date above named and to terminate on the 30th day of July 1846 payment to be made as follows, Three hundred dollars to be expended by the lessee under the sanction and direction of the Trustees before the house is open, in refitting the boxes painting the interior of the house repairing and colouring the front as high as the base of the pilasters painting the lower doors and windows, repairing the steps in front & making a new set for the main entrance and repairing those at the north and south entrances, The balance of seven hundred dollars to be paid in weekly sums of fifty dollars from the time the house is opened for the fall season early in September 1845, — The wardrobe now in the Theatre the lessee is to have the use of for one year from the date heretofore specified at the rate of one hundred dollars payable either at once or as the rent of the Theatre is paid in weekly instalments and if at the termination of the lease the lessee should elect that he should purchase the entire wardrobe as it now stands for the sum of three hundred dollars he can on the payment of two hundred dollars in addition to the compensation of one hundred dollars now charged for its use become the owner. — The stockholders one hundred and twenty six in number or their representatives to be entitled to and secured in their right of free admission to all performances during the continuance of this agreement, the Trustees are entitled to free admission at all times to every part of the house and the private stage box on the O. P. side is reserved exclusively for their use. — A sufficient police must be employed by the manager to enforce the usual good government on the premises the manager to employ Mr. T. Tifford as carpenter and property man who will also on behalf of the Trustees see that the premises wardrobe and properties are well taken care of. — The prices of admission to the house to be fixed by the Lessee with the approbation of the Trustees. — The theatre premises with the scenery properties and wardrobe will be delivered to the lessee in good order and it will be expected that they are to be delivered back in the same good condition, on leaving the premises, and it is hereby expressly agreed and understood that the Trustees are always in possession of the house which they will close by their agent whenever there is a failure on the part of the lessee to comply strictly with the terms of this agreement. — The Bars of the house the Trustees reserve to themselves the rent of as well as that of their control. — No assignment of this agreement to be made to any one without the assent of the Trustees being first had. — The Trustees owning more than one share each agree to take ten dollars each for their tickets to be paid for at the same time that those are which the lessee has agreed to purchase from Mr. I. Cohen, which is the 20th of August next. —

Witness our hands and seals interchangeably affixed to this agreement made this 29th day of August 1845. —

Witness Present. — Wm. Lucas, } E. A. Marshall, (Seal) J. Lucas Jr. on behalf of the Trustees. — (Seal)

It is admitted that the within is a true copy of the lease made for the year 1845 and it is now filed, on the part of the exceptant to have the same effect as if proved by witnesses duly sworn and examined. — It is also admitted that the bars were rented by the Trustees for $ and that the cost of the Insurance of the property was $

Wm. Schley, for Exceptant. —
J. Glenn, for Wagener. —

— Exhibit I. H. B. L. —

— Peremptory Chancery Sale —

Baltimore Theatre, Holliday Street, By virtue of a decree of the High Court of Chancery, the subscriber as trustee appointed for the purpose will expose to sale at public auction at the exchange in the City of Baltimore, on Friday the 14th day of October next at 1 o'clock. —

All those three lots pieces or parcels of ground commonly called and known by the name of Holliday's Lot and distinguished on a plat of said lot by the numbers 22, 23 and 24 and which are particularly described in a deed for the same from John Robert Holliday to Thomas Wignell and Alexander Reinagle, bearing date on or about the 13th day of November in the year of our Lord seventeen hundred and ninety three and recorded among the land records of Baltimore County Co No. M. No. folio 108 &c. Together with all and singular the theatre and all other buildings and improvements on said three lots of ground being & all and every the ways privileges advantages and appurtenances, and the said belonging or in any wise appertaining and the reversion and reversions remainder and remainders, rents issues and profits thereof and of every part and parcel thereof. — The above three lots include a front on Holliday Street of about seventy seven feet, and extend back eastwardly about one one hundred and seventeen feet. — The theatre is a handsome well built edifice, The body of the house consist of a pit and three tier of boxes, The opening of the proscenium is 25 feet in width, The stage 54 feet deep from the foot lights. — The Orchestra is large and there are Orchestra seats seperated from the pit. — The building lighted throughout with gas There are perhaps few Theatres in the U. States better arranged for the purpose of seeing and hearing and for the comfort of the audience, It is capable of containing 1300 persons, There are seperate openings to the Pit Gallery and Boxes, And there is a large Saloon attached to the third tier. — The street in front of the building is 80 feet wide rendering the access to it convenient and easy. — The terms of sale are one fourth cash, and the balance of the purchase money in three equal payments at six nine and twelve months from the day of sale, The deferred payments to bear interest from the day of sale and to be secured by notes or bonds with securities to be approved by the Trustee. —

Wm. H. B. Latrobe, Trustee. —

Balt. Sept. 21. 1842. 2 aw 3w. —

Notice In pursuance of the terms of the decree under which the sale above advertised is to be made, notice is hereby given to the stockholders in said Theatre and heirs of such of them as may be dead, as well as to the creditors of said joint stock company who originally held, or who may now have an interest in, or any