by the event of his subsequent marriage and he therefore denies the right of the Complainants to require this respondent to surrender to them the possession of the aforesaid premises now in his possession or any part thereof or to require of the said Henrickson a conveyance thereof to them, on the contrary he insists that the said premises ought to be conveyed to him or at the least the title thereto ought to be preserved by the said Henrickson in trust for this respondent And prays that the Injunction heretofore granted in the cause may be dissolved And that he may be hence dismissed with his reasonable Costs in this cause sustained, And as in duty bound he will ever pray &c.

Thos S Alexander &
Wm N. G. Maury
Solrs for Defts

Answer admitted without oath
W B. Perine for Complts.

And thereupon the said Complainants by his Solicitor aforesaid files a general replication to the answers of the said Defendants in form following to wit;

These replicants saving and reserving to themselves all and all manner of advantage of exceptions to the manifold insufficiencies of the said answers, for replication thereunto say, that they will aver and prove their said bill to be true, certain, and sufficient in the law to be answered unto, and that the said answers of the Defendants are uncertain, untrue, and insufficient to be replied unto by these replicants, without that, that any other matter or thing whatsoever in their said answers contained, material or effectual in the law to be replied unto, confessed and avoided, traversed or denied, are true; all which matters and things these replicants are and will be ready to aver and prove as this Honorable Court shall direct, and humbly pray as in and by their said bill they have already prayed.

And afterwards to wit on the twentieth day of February in the year last aforesaid the parties aforesaid by their Solicitors aforesaid filed in Court in said Cause the following agreement or statement of facts to wit;

Waters &c
vs
Sazewell &c

In the Circuit Court of
Baltimore City,
In Equity

January Term, 1855.

It is admitted in this Case, that the Complainants were, at the date of the execution of the Deed first mentioned in the Bill of Complaint, to wit, the 11th day of July 1837, and ever since have been the only heirs at law and next of Kin of Charlotte A Sazewell, deceased. It is also admitted, that the property mentioned in said Deed was of, or about the value of Six Thousand Dollars, as stated in the Bill. It is also admitted, that the Schedule mentioned in the answer of the Defendant Sazewell, as "hereto annexed", consists, in addition to the Leasehold property described in the Deeds from Baker and McDonald, and from Powell, of other property; to wit, a Lot on Pitt Street, and certain negroes and monies of the value of about Three Thousand Dollars, as stated in the Bill of Complaint. It is also admitted that the Deed from Powell was executed with the full knowledge and assent of the said Oliver Sazewell. Further, it is agreed that all errors of jurisdiction, form of the Bill, nature of the relief prayed for, and in the pleadings be waived, and that the question to be determined is, whether upon the admitted

facts of the Case, and upon the true construction of the several admitted instruments of writing and particularly of the two Deeds from Baker and McDonald, and from Powell, The Complainants, as heirs at Law and next of Kin of Charlotte A Sazewell, or her husband, Samuel O Sazewell, are entitled to the several pieces of leasehold estate mentioned in the said two Deeds — The Court is to pass such decree as shall be necessary to determine said question and the respective rights of the parties, either party to have the right of Appeal. It is also agreed, that, in case the decree shall be in favor of the Complainants, then the said Sazewell shall not be held accountable for any rents or profits of the property purchased from Powell, until the 1st day of January, 1856, unless a final decree shall be had prior to that date: and in the latter event, then said Sazewell is to have one month for removing from, and delivering up possession of said property - And, as to the property purchased from Baker and McDonald, The said Sazewell, in case a final decree shall be had against him for said last mentioned property, shall be accountable only for such rents and profits, as he has received, or may hereafter receive since the 31st December, 1854 so as not to make him responsible for any rents or profits, which he does not actually receive after that date; And said Sazewell agrees to remove from and deliver up possession of the last mentioned property, as well as of the first, if said final decree shall be in favor of the Complainants as aforesaid, in one month from the date of such decree.

W B. Perine
for Complts
P. K. Perine
for Mr Henrickson
Th. S. Alexander &
Wm N. G. Maury
for Sazewell.

And thereupon the said parties by their Solicitors aforesaid filed in Court here in said Cause the following other agreement and submission for decree to wit:

Tabitha A Waters
and Edward Franklin
vs
Samuel O Sazewell
and Marcus Henrickson

In the Circuit Court
of Baltimore City
In Equity

January Term, 1855.

It is agreed in this Cause that a decree shall pass authorizing and directing Marcus Henrickson, Trustee, one of the Defendants to convey by a good and sufficient Deed to be executed, acknowledged and recorded, according to Law, unto Tabitha A Waters, and Edward Franklin, as tenants in Common and their heirs, The Property and Estate being part of that in the proceedings mentioned, and particularly described in the following Deeds —

First — All the property and Estate described in the Deed from Philip T. George to Marcus Henrickson, Trustee, dated on or about the nineteenth day of April, Eighteen Hundred and forty two, and recorded among the Land Records of Howard District or County in Lib S H M No 8 folio 208 &c.

Second — All the property and Estate described in the Deed from Robert Mickle Trustee, to Marcus Henrickson, Trustee dated on or about the tenth day of July Eighteen Hundred and forty three, and recorded in the records aforesaid in Lib S H M No 4 fol. 256 &c.

Third — All the property and Estate described in the Deed from William