the same, do advise you to appear on the first Monday in November next, in Balti-
more County Court, at the Court House in the said County, by some attorney of that
Court, and then and there, by rule of the said Court, to cause yourself to be made
defendant in my stead, otherwise I shall suffer Judgment therein to be entered
against me by default, and you will be turned out of possession: Dated this
twentieth day of October, in the year of our Lord Eighteen Hundred and fifty

Your loving Friend. Richard Roe.

A copy of which the said declaration and notice under seal, was made
out and sent to the Sheriff of Baltimore County thus endorsed, "To be served
on Tenant in possession if no Tenant to be set up on the most conspicuous part
of the premises at least six days before the said November Term" at which
said November Term to wit the first Monday in November in the year 1857 being
the return day of the service of the copy of the foregoing Declaration & notice
comes into the said County Court the said John Doe Lefee as aforesaid by his
attorney aforesaid and the Sheriff of the County aforesaid to whom the copy
of the Declaration in Ejectment and notice aforesaid, was in manner afore-
said sent certifies to the said Court the service thereof in form following to
wit: "Copy set up on the premises 27th of October 1857 "H. Hynes Sh'ff."
Whereupon the said John Doe Lefee as aforesaid by his said attorneys prays
that the said Richard Roe the defendant William H. Carpenter the Tenant in
possession of the said premises, or those under whom he claims to the declar-
ation aforesaid may appear and answer and thereupon the said William
H. Carpenter by S. Teackle Wallis. John H. Thomas and Benjamin C.
Barroll Esqrs his attorneys in pursuance of the notice aforesaid comes
into the said Court. Whereupon it is ruled by the Court here with the
consent of the said John Doe Lefee as aforesaid by his attorney aforesaid,
and the said William H. Carpenter (who claims the title in question)
by his attorney aforesaid that the said William H. Carpenter be admitted
defendant in the place of the now defendant Richard Roe the casual
ejector, and that he immediately receive a declaration and plead
thereto the general issue, and at the trial thereon to be had the said
William H. Carpenter shall appear in his proper person or by his
attorney or Counsel and confess the Lease Entry and actual ouster and
expulsion of so much of the tenements in the declaration of the said John
Doe Lefee as aforesaid as is in possession of the said William H. Car-
penter or his tenants or of any other person claiming by or under his
title, or in default thereof that Judgment against the now defendant
Richard Roe but that prosecution be stayed against him until he
make default in any of the premises, and it is further ruled by the said
Court with the consent of counsel that if by reason of such default
the said John Doe Lefee as aforesaid shall become non suit at the trial
the said William H. Carpenter shall take no advantage thereof but
shall pay to the said John Doe Lessee as aforesaid his costs &c, and
it is further ruled by the said Court that if upon the trial of the
said issue a verdict shall be given for the said William H. Carpenter
or if the said John Doe Lessee as aforesaid shall not prosecute his
declaration upon any other cause than for the not confessing lease
entry and ouster as aforesaid then the said John Eager Howard Lefee
of the said John Doe shall pay costs &c and thereupon

the said John Doe Lessee as aforesaid by his attorney aforesaid declared against
the said William H. Carpenter in the plea aforesaid as follows to wit: (enter
declaration as on page 1st substituting William H. Carpenter for Richard Roe
and omitting the notice) Whereupon, in pursuance of the rule aforesaid the said
William H. Carpenter filed in said cause the following plea to wit:

Carpenter vs. Howard vs. Lefee

Circuit Court for Baltimore County.
Term 18—

And the said defendant by B. C. Barroll his attorney comes
and defends the wrong and injury &c and says that he is
not guilty of the premises above laid to his charge, in manner and form as the
said plaintiff has above thereof complained against him and of this he puts
himself upon the country &c. Benj. C. Barroll for Deft.

And the said John Doe Lefee as aforesaid in like manner &c.
And now here at this day to wit: on the third Monday of April in the year of
our Lord Eighteen Hundred and fifty two being the day fixed by an act of the
General Assembly of Maryland for the meeting of the Circuit Court for Baltimore
County to which Court the proceedings of the County Court aforesaid in the
plea aforesaid were transferred by virtue and in pursuance of the consti-
tution of Maryland comes into the Circuit Court here the said parties
by their attorneys aforesaid, and the said William H. Carpenter by his attor-
ney aforesaid takes defence according to his pretensions, as they shall appear
to be laid down on the return of the warrant of resurvey to be issued in
this cause, and the said cause was thereupon continued by regular
continuances from term to term of the said Court from the said third Monday
in April in the year last aforesaid until the first Monday in March
in the year of our Lord one thousand eight hundred and fifty four: at
which said first Monday of March in the year 1854 come again into
the Circuit Court here as well the said John Eager Howard Lefee as
aforesaid as the said William H. Carpenter by their said attorneys.

In Testimony that the aforegoing is a true and full Record
in the plea aforesaid taken from the Record of Proceedings of
the Circuit Court for Baltimore County.
I hereto set my hand and affix the seal of said
Court this seventeenth day of March in the year
of our Lord one thousand eight hundred & fifty four.
Henry M. Fitzhugh Clerk.

(Seal.)

"Exhibit W. H. C."

Articles of Agreement Entered into this — day of July 1846,
between Mary Caton of the City of Baltimore on the one part and W. H. C.
Witnesseth that for and in Cn. the said Mary Caton doth engage
to grant a Lease to said W. H. C.
(Here insert — 1)
And the said Mary Caton engages to give a Lease for the foregoing
premises as soon as a House shall be built of the value of the annual
rent, and all other conditions be complied with for the term of 99 years.
Rent for 1st year 105 pr. acre from 1 Jany 1847 in 4 yearly payments.
19 years 2.10 pr. acre & thereafter 2.50 ₰ 4 46. redeemable — W. H. covenants
that he will within 2 years build a House of stone, brick, or wood, equal rent.
July 1846. (Signed) Mary her + Caton
mark.