and not extend over the river to the westward thereof so as to include any land on the west side thereof, and that the expressions "and bounding on the said river" were not in construction to be confined to the first course but related to the whole of the courses mentioned which are stated to be run from the beginning to the second tree by the river side. But the court were of opinion that the true construction of the said certificate according to the words and expressions therein, is to run the first course N. 4° east 87 perches binding the same on the river patuxent; and all the subsequent courses according to the course and distance until you come to the course N. 1° W. 48 perches. This construction in the opinion of the court is conformable to the plain meaning of the words and gratifies every part of the said certificate and is pursuant to the intention of the Surveyor to be collected from the words he has used. The construction contended for by the counsel for the Defendant disregards and rejects all the courses subsequent to the first and cannot be admitted there being no call or binding expression in either of the said courses & therefore the Court refuse to give the direction prayed to the Jury. To which opinion of the Court the Defendant by his Counsel excepts and prays the Court to sign and seal this his bill of exceptions according to the form of the statute in such case provided and which is accordingly done this twenty fourth day of October in the year of our Lord one thousand eight hundred and one. —

Jeremiah Townley Chase (seal)
G Duvall (seal)
John Done (seal)

And thereupon the said Rezin Hammond by his attornies aforesaid, prays an appeal from the Judgment aforesaid, so as aforesaid rendered, to the High court of appeals of the state of Maryland, and it is granted him; It is therefore Ordered by the said court here, that the record and proceedings

aforesaid, in the plea aforesaid with all things thereunto relating, be transmitted to the said High Court of Appeals of the said state, and the same are transmitted to the said Court accordingly: and the plaintiff agrees to stay execution in this cause until the final determination in the Court of Appeals, provided the Appeal is prosecuted &c. Test John Gwinn Clk

Maryland, se. I hereby certify, that the aforegoing is truly taken from the record of proceedings of the General court of the State of Maryland for the western shore.

In Testimony whereof, to this exemplification (the same being first duly stamped), I hereunto subscribe my name, and affix the Seal of the said General Court, this twenty fourth day of October in the year of our Lord one thousand eight hundred and one, and in the twenty seventh year of the Independence of the United States of America.

(E.H.)

John Gwinn Clerk. General Court, Western shore. State of Maryland

And now here at this day to wit, the said second tuesday of november being the tenth day of the same month in the year of our Lord one thousand eight hundred and one, come here into the High Court of Appeals as well the aforesaid Rezin Hammond by Luther Martin Philip B. Key and John Johnson his attornies as the aforesaid Daniel Dorseys Lessee by Arthur Shaaff, Richard Ridgely and John Thomson Mason his Attornies: And thereupon on motion of the said appellee by his Attornies aforesaid, It is ruled by the Court here, that the said Appellant assign the errors in the record and proceedings of the Judgment aforesaid; or Judgment by the Court here will be rendered against him in default thereof; and the said appellant by his Attornies aforesaid prays a day in Court here until the third monday of June next, to assign errors in the record and proceedings of the Judgment aforesaid; and he hath it, the same day is given to the said Appellee then &c.