delayed by the shallowness of the water, when loaded has some difficulty in getting out, and has not returned. The Plaintiff also ~~given in~~ offered evidence that his piers were built in the year 1816, and that they cost $6000. Whereupon the said Defendants prayed the opinion and direction of the Court to the Jury, that, upon the said evidence the Plaintiff is not entitled to recover beyond the loss he may prove himself to have sustained in the loss of income from the said Wharf during the time stated in the declaration, unless the Jury should find from the evidence that there has also been a permanent injury done to the Wharf itself in addition to the which opinion and direction the Court refused to give to the Jury, and informed the Jury to the opinion contained in the first bill of exceptions, which were accordingly again given to the Jury as they set in the first bill of exceptions, namely, that the improvement of the navigation to the Wharf, to which opinion and direction of the Court to the Jury, the Defendants, by their Counsel, prayed leave to except, and that the Court would sign and seal this, his bill of exception, according to the form of the Statute in such case made and provided, and which is accordingly done, this fourteenth day of May, in the year of our Lord, one thousand, eight hundred & twenty eight

Stevenson Archer (Seal)

Barron, Survivor of Craig vs Mayor & City Council } At the trial of this cause, upon the evidence offered to the Jury, as detailed in the preceding Bills of Exception, the Defendants prayed the opinion and direction of the Court to the Jury. 3 That as the present action was brought on the 21st of March 1822, and as no evidence has been offered to show that any particular Vessel before the institution of this suit was prevented from going to said Wharf by reason of the diminished depth of the water in the said Cove, or at or near the said Wharf, the Plaintiff has not shewn himself entitled to recover in this action any special damage for the loss of wharfage at said Wharf ~~which opinion and direction the Court refused to give, and the Defendants by~~ their Counsel, prayed leave to except, and that the Court would sign and seal this, their bill of exceptions, according to the form of the Statute in such case made and provided, and which is accordingly done this fourteenth day of May, in the year of our Lord, one thousand, eight hundred and twenty eight

Stevenson Archer (Seal)

Barron, Survivor of Craig vs Mayor & City Council } At the trial of this cause, upon the evidence offered by the Plaintiff to the Jury, as detailed in the preceding Bills of exception, the Defendants prayed the opinion and direction of the Court to the Jury, that no special damage is sufficiently charged in the declaration, & that the Plaintiff, upon the pleadings in this case, is therefore not entitled to recover - which opinion and direction the Court refused ~~to give~~ and the Defendants, by their Counsel, prayed leave to except, ~~and that~~ the Court would sign and seal this, their Bill of exception, according to the form of the Statute in such case made and provided, which is accordingly done this fourteenth day of May, in the year of our Lord, one thousand, eight hundred and twenty eight

Stevenson Archer (Seal)

Whereupon the parties aforesaid, by their Attorneys aforesaid, filed in Court here the following agreement, to wit: —

Barron, Survivor of Craig, vs The Mayor and City Council of Baltimore } Action on the case in Baltimore County Court.

It is agreed that the acts of Assembly and ordinances of the Mayor and City Council of Baltimore given in evidence at the trial of this cause, shall not