for the same at a stone marked ISH at the end of fifty one perches on the seventeenth line of a track of land called Walnut Bottom being the corner of George Blochers lot on the west side and adjoining the Bedford Road and running with the lines of said land west one perch north eighty five degrees west forty five perches north sixteen degrees west twenty six perches north three degrees west sixteen perches north fourteen degrees west sixteen perches north forty seven degrees west twenty perches north seventy three degrees west seventy five perches to the end of the forty seventh line of the aforesaid track called The Brothers and with the lines thereof reversed north sixty seven degrees East sixty perches south sixty five degrees East thirty perches south nine degrees East fifty four perches south thirty three degrees East forty eight perches south seventy eight degrees East thirty one perches then with a straight line to the beginning containing nineteen acres and three fourths of an acre of land be the same more or lis together with all and singular the buildings improvements privileges hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and remainders rents issues and profits thereof and all the estate right title and interest whatsoever of him the said Thomas Beale of Samuel both in law and in equity of in to and out of the said piece parcel or track of land and premises (being part of the aforesaid track of land called the Brothers) hereby bargained and sold or meant mentioned or intended hereby so to be and every or any part and parcel thereof. To Have and To Hold the said piece parcel or track of land so as aforesaid described being part of a track of land called The Brothers together with the buildings improvements hereditaments and appurtenances thereunto belonging unto the said John I Hook his heirs and assigns forever and to and for no other use intent or purpose whatsoever. And the said Thomas Beale of Samuel for himself his heirs executors and administrators doth hereby covenant promise and agree to and with the said John I Hook his heirs or assigns that he the said Thomas Beale of Samuel and his heirs the said piece parcel or track of land aforesaid and premises with the appurtenances thereunto belonging to him the said John I Hook his heirs and assigns against him the said Thomas Beale of Samuel and his heirs and against all and every person or persons whatever shall and will hereafter warrant and forever defend by these presents. In witness whereof the said Thomas Beale of Samuel hath hereunto subscribed his name and affixed his seal the day and year herein before written

signed sealed and delivered in presence of } Thos Beale of Saml (Seal)
John Reed Thos Dawson

Maryland Allegany County to wit

On this sixth day of april in the year of our Lord one thousand eight hundred and sixteen personally appears Thomas

Beale of Samuel of Allegany County being the party grantor within named before us the subscribers two of the State of Maryland justices of the peace in and for the County aforesaid and acknowledges the within deed or instrument of writing to be his act and deed and the land and premises therein mentioned and thereby bargained and sold to be the right and estate of the within named John I Hook party grantee also therein named his heirs and assigns forever according to the purport true intent and meaning of the said deed or instrument of writing and the acts of assembly in such case made and provided Taken and certified the day and year above written.

John Reed
Thos Dawson

And then swore the said James Hook on his voir dire who stated that he did not know whether or not he was interested in the event of this cause or whether he would gain or loose by the event that he had purchased of his father John I Hook part of the land mentioned in the aforesaid deed and paid for the same and that the part he purchased is free from this dispute as respects the location of the land that his father has promised if the land in dispute should be recovered that he will sell it to him but if it is not recovered he is not to have it and not to pay for it that his fathers promise is a verbal one and the witness believes of his father lives that he will fulfill his promise. Whereupon the Court were of opinion that the said witness was incompetent for the purpose above stated and refused to suffer him to be sworn to the Jury to which opinion of the Court the plaintiff by his counsel prayed leave to except. after the said opinion was given and the plaintiff had prayed leave to except. The defendant by his counsel withdrew all objections to the Competency or credibility of the witness that could arise from the opinion of the Court or from any other cause and offered to permit him to be sworn to the Jury and the Court were thereupon of opinion and so directed that he might be sworn as a competent witness to the Jury. But the counsel for the plaintiff refused under such an opinion from the Court to swear the said witness to the Jury and prayed the opinion of the Court that the said witness was competent for the purpose for which he was offered independant of any admissions made by the defendant which opinion the court refused to give being of opinion that without such admission he would not be competent and further that it was immaterial and unnecessary to decide on the competency of said witness after all objections to him had been withdrawn by the defendant and an offer made by him that the said witness should be sworn to the Jury without any prejudice to his testimony from the opinion first expressed by the Court. To which refusal and opinion the defendant by his counsel prayed leave to except and that the Court sign and seal this his bill of exceptions which is accordingly done this 24th day of November 1819.

John Buchanan (Seal)
Abraham Shriver (Seal)
Thos Buchanan (Seal)

Thomas Beale of Samuel
Lessee
vs
David Lynn.

Ejectment in Washington County Court.

No 4.

Exception No 4.

The plaintiff in further support of the issue joined and in