doth hereby covenant grant promise and agree to and to and with the said Jeremiah Dyer his heirs executors administrators or assigns that they the said Giles & Dyer and Susanna Dyer his wife and their heirs the said parcel of land and premises hereby granted bargained and sold and every part and parcel thereof with the appertenances thereunto belonging to him the said Jeremiah Dyer his heirs and assigns against them the said Giles & Dyer and Susanna his wife and their heirs and against all and every other person or persons whatsoever claiming or to claim by from or under them or either of them shall and will warrant and forever defend by these presents. In Witness whereof the said Giles & Dyer and Susanna his wife have hereunto subscribed their names and affixed their seals the day and year first herein before written

John M. McPherson }
Joseph Simpson }

Giles & Dyer (Seal)
Susanna Dyer (Seal)

Witnesses to the aforegoing deed is thus written to wit

Maryland Charles bounty to wit. On this eighth day of May Anno Domini one thousand eight hundred and eleven personally appeared Giles Green Dyer and Susanna his wife of Prince Georges bounty being a party Grantor above named before us the Subscribers two Justices of the Peace in and for said bounty and acknowledges the within deed or instrument of writing to be their act and deed and the lands and premises therein mentioned and thereby bargained and sold to be the right and estate of the within named Jeremiah Dyer 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. And now at the same time also personally appears Susanna Dyer wife of the aforesaid Giles & Dyer before us two Justices of the peace as aforesaid and acknowledges the said Deed or instrument of writing to be her act and deed and the lands and premises therein mentioned to be the right and estate of the within named Jeremiah Dyer his heirs and assigns forever and the said Susanna Dyer being by us privately examined apart from and out of the hearing of her husband whether she do make her acknowledgment of the same willingly and freely and without being induced thereto by fear or threats of ill usage by her husband or fear of his displeasure acknowledged to that she do make her acknowledgment of the same willingly and freely and without being induced thereto by fear or threats of ill usage by her husband or fear of his displeasure taken and certified the day and year above written. Jno. M. McPherson, Joseph Simpson"

The Defendant proved his title and possession of the three hundred acres devised to Sarah Smith by John Smith and also gave evidence that John Smith the Elder died upwards of one hundred years ago leaving John Smith his only son and Priscilla, Elizabeth and Sarah his daughters. The plaintiff then prayed the Court to instruct the Jury that the correct location of the tract of land devised by John Smith to his son John Smith was from A the beginning to B from B down Rachiah run to the mouth of Jordan run, wherever they shall believe it to be from the evidence then up the said run of Jordan to F then to the begining, which instruction the Court gave to which opinion the Defendant by his counsel excepted and prayed the Court to sign and seal this his bill of exceptions which is accordingly done this 27th day of March 1828

John Stephen (Seal) Edmund Key (Seal) J. R. Plater (Seal)"

And thereupon the said James Middleton by his attorney 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, whereupon the said James Middleton by his Attorney aforesaid files in Court here a certain writing obligatory commonly called an appeal bond and which is contained in the following words to wit. "Know all men by these presents that we James Middleton, Alexander Middleton and Walter B. Brooke of Charles county and State of

Maryland are held and firmly bound unto Jeremiah Dyer of Charles county and State aforesaid in the full and just sum of five thousand dollars current money to be paid to the said Jeremiah Dyer or his certain Attorney his executors administrators or assigns to which payment well and truly to be made we bind ourselves and every of us our and every of our heirs executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this second day of April in the year of our Lord one thousand eight hundred and twenty three.

Whereas at a County Court begun and held at Port Tobacco in and for Charles county aforesaid on the third Monday in March in the year of our Lord one thousand eight hundred and twenty three the above named Jeremiah Dyer by the Judgment of the same Court recovered against the above bound James Middleton as well the sum of seventy five dollars certain damages as also certain costs for his costs and charges by him about his suit in that behalf laid out and expended whereof the said James Middleton is convicted from which said Judgment so as aforesaid rendered the said James Middleton hath prayed an appeal to the next Court of Appeals.

Now the Condition of the above obligation is such that if the above bound James Middleton shall not pursue the directions of the act of Assembly entitled "an act for regulating writs of error and granting appeals from and to the Courts of common law of this Province" at the next Court of Appeals and prosecute the same with effect and also satisfy and pay unto the said Jeremiah Dyer his executors administrators or assigns in case the said Judgment shall be affirmed as well all and singular the damages and costs adjudged by the County Court aforesaid as also all costs and damages that shall be awarded by the Court of Appeals aforesaid then this Bond to be and remain in full force and virtue otherwise of no effect

Signed sealed and delivered in the presence of }
Test
J. Mitchell, Jas. L. Cory }

James Middleton (Seal)
Alex. Middleton (Seal)
Walter Baker Brooke (Seal)

which being read and the securities in the said bond approved it is therefore ordered by the 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

Test John Barnes Clk

State of Maryland Charles County Set

I hereby certify that the aforegoing is truly taken from the record of the proceedings of Charles County Court

In Testimony whereof I have hereto subscribed my name and affixed the seal of Charles County Court this eighth day of May in the year of our Lord one thousand eight hundred and twenty four.

John Barnes Clk of
Charles County Court.

And now come into the Court of Appeals here, as well the said James Middleton by Nicholas Stonestreet his attorney, as the said Jeremiah Dyer by Clement Dorsey his attorney; and thereupon on motion of the said Jeremiah Dyer by his Attorney aforesaid, it is ruled by the Court here that the said James Middleton assign the errors in the record of proceedings aforesaid, or in the giving the judgment aforesaid so as aforesaid brought before the Court of Appeals here, for correcting the errors supposed to be therein or judgment by the Court of Appeals here will be entered against him in Default thereof; And the said James Middleton by his attorney aforesaid, says, that in the record of proceedings aforesaid, and also in the giving of Judgment aforesaid there is manifest error in this, to wit, that by the record aforesaid it appears that the judgment aforesaid in the plea aforesaid given was given for the said Jeremiah Dyer against the said James Middleton when by the Laws of the Land that judgment ought to have been given for the said James Middleton against the said Jeremiah Dyer therefore in that