aforesaid to record the same – that by recording he means writing the same in the record book – that the recording is entered in this instance as of the 29th day of September 1821, and not as of the 22d of the same month, because the witness supposed it made no difference and the 29th of September happened to be the date of the recording of the deed immediately preceeding the one in question on the record book – that the witness is authorized by the Clerk of Baltimore County Court to record deeds and occasionally performs that duty in said office. To the admissibility of which parol evidence, the Defendants by their counsel objected, so far as the same is offered for the purpose of proving that the endorsement on the said deed of the day on which it was received in the said office to be recorded, was not actually made at the time the said deed was received to be recorded in the said office, and so far also, as the same is offered for the purpose of proving that the said Deed was not actually recorded in the record books of the said office within six months from the date thereof. But the Court were of opinion that the said evidence was admissible for the purpose of proving that the said endorsement was not made at the time the said deed was received in the office, and that said parol testimony was accordingly given. To which opinion of the Court, the Defendants by their counsel prayed leave to except and that the Court would sign and seal this bill, their fifth bill of exceptions which is accordingly done this 27th day of April in the year 1826.

Stevenson Archer (Seal) Chas. W. Hanson (Seal)

Lessee of Thompson & others
vs.
Gunning Bedford & others

Ball County Court. March Term 1826. Eject. Defts. 6th Exception

In addition to the evidence set forth in the preceding exceptions, and after the evidence stated in the preceding exception as offered by the Plaintiffs had been given by them, the Defendants further to support the issue on their part, offered in evidence that one of the counsel for the Defendants on the day preceding the 27th of April 1826, called at the said Clerks office, and enquired for the above mentioned Deed from the said William Hollins to the said Samuel H. Bowly, and upon being shown the same among the said insolvent papers and being informed that the same was not recorded in the record book, expressed his surprise thereat, and was informed, that it was the practice of the said office not to write the deeds of Insolvents to their Trustees in the record books, unless requested, the deed was recorded as of the day on which the papers including the deed are returned by the commissioners aforesaid into the office of the said Clerk, which day is always endorsed on the said papers as the day of final discharge of the said Insolvent petitioner; and is the only day of such Insolvents appearance in the Court of Baltimore County. The Defendants also gave in evidence by William M. Medcalf Principal Deputy in the said office, that the practice in the said Office of Baltimore County Court, is as above stated in relation to the deeds and other papers of Insolvent petitioners that the said Deed was returned to the Clerks office on the 22d day of September 1821 (by the Commissioners of Insolvent Debtors for the City and County of Baltimore) inclosed with the other insolvent papers of said Hollins in his petition and Schedule, which said petition and Schedule were contained in the same sheet of paper, and the date endorsed on the said petition and Schedule, was endorsed on the day on which the said papers were returned in the said office, and that the said endorsement on the said petition and Schedule was made according to the uniform practice of the office in such cases and is always considered in the

Clerks office as the endorsement of all the papers included in it, of which the deed to the Trustee is always one, and was made accordingly in this case. That the said papers were returned into the office by the Commissioners aforesaid in pursuance of the act of Assembly on that subject; and the Deed, and other insolvent papers whenever recorded are always recorded as of the day so endorsed on the outer paper in which the rest are inclosed, which is generally the petition and Schedule, and was the petition and Schedule in this case, and the original deed is always endorsed accordingly. The said Medcalf further testified that the general practice of the office in relation to Insolvent cases, is that the day of such insolvents final and only appearance in Court (at which day the papers are always delivered into the office) is entered on a list for that purpose, but the entry at large on the envelope or schedule aforesaid, is not then done, owing to the large number of Insolvents appearing at the same day; that by a rule of the Court, only two days in each term is allotted for such appearances, but that when such entries are completed, they are entered as of the day of such final discharge. The Defendants also offered in evidence the following docket entries from one of the official dockets of the Clerk of Baltimore County Court, for the purpose of showing that the said papers were received into the office to be recorded, on the 22d day of September 1821 – "140 William Hollins proceedings before Commissioners filed – Samuel H. Bowly, trustee – 22d Sept. 1821. Pet. apps. order for final discharge" The Defendants further gave in evidence by Arad Israel, another of the Clerks in the office of Baltimore County Court that while the said John Berryman was writing the Deed aforesaid into the record book the said Berryman observed to this witness, that the preceeding deed in that record book was recorded as of the 29th day of September 1821, and asked this witness whether he supposed it would make any difference if he, Berryman, entered the deed in question as being received on the same day – that if he did so, the deed in question would have some time to run from the said 29th day of September, before the six months would expire – to which this witness replied, that said being the case, he could not conceive any possible difference it could make. Berryman then said I will so endorse the deed. The witness further testified, that none of the counsel for the Defendants were present at this conversation between him and the said Berryman, and that the practice in the said office of Baltimore County Court, in relation to the deeds, and other papers of Insolvent Debtors returned to said office by the Commissioners of Insolvent Debtors, and to the recording of the same, is as stated in the testimony of said Berryman and Medcalf. Whereupon the Plaintiffs by their counsel objected, that the said original deed was not evidence, because the same had not been endorsed and recorded according to law; and the Court were of opinion, that the said original deed upon the evidence aforesaid, was not admissible in evidence, and refused to permit the same to be read to the Jury. To which opinion and refusal of the Court, the Defendants by their counsel prayed leave to except, and that the Court would here sign and seal this their sixth bill of exceptions, which is accordingly done this day of May in the year of our Lord 1826.

Stevenson Archer (Seal) Chas. W. Hanson (Seal)

Henry Thompson & others
vs.
Gunning Bedford & others

March Term 1826. Defts. 7th Exception. After the testimony stated in the 4th, 5th & 6th Exceptions on the part of the Defendants had been given as therein stated, the Defendants, in addition to the