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that he has known the stone here shewn the Sheriff and Surveyor for many years, and has always understood that it was set up for the beginning of a tract of land called "Abetons Forest" and that he has several times carried the chain from it as the beginning of said land.

Whereupon the parties aforesaid by their attornies aforesaid pray leave of the court here to amend the said plots and certificates returned to the court here in this cause, and to add thereto if necessary by the fourth Monday of March next, and to them it is granted, and the same are delivered to the Sheriff and Surveyor aforesaid for that purpose. Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attornies aforesaid and by order of the court here thereon is further continued until the fourth Monday of March next.

At which mentioned fourth Monday of March being the twenty seventh day of the same month in the year of our Lord one thousand eight hundred and twenty six, comes again into court here as well the said John Doun Lessee as aforesaid by his attorney aforesaid, as the said John Domer by his said attorney. Thereupon further process of and upon the premises aforesaid, between the parties aforesaid by consent of the said parties and their attornies aforesaid and by order of the court here thereon is further continued until the third Monday of November next. At which said third Monday of November being the twentieth day of the same month in the year of our Lord one thousand eight hundred and twenty six, come again into court here as well the said John Doun Lessee as aforesaid by his attorney aforesaid, as the said John Domer by his said attorney, and the said Sheriff and Surveyor of the county aforesaid to whom the said plots and certificates were delivered for the purpose of amending or adding thereto if necessary, return the same to the court here as amended, with the following depositions taken before them, to wit "On the twelfth day of August eighteen hundred and twenty six notice was given to the parties to attend at the house of Jacob Bartenhower on the nineteenth day of September then next, to proceed further in the execution of said warrant of Resurvey, and on the said nineteenth day of September, the Sheriff and Surveyor did meet and proceeded on the ground on the part of the Plaintiff. Philip Brackley and Samuel Gardenhower were summoned and sworn as chain carriers. No 2 Philip Brackley summoned and sworn on the part of the Plaintiff, deposeth and saith, that he has known the stone here shewn the Sheriff and Surveyor as the beginning of a tract of land called "Hunting the Hare" for twenty years or more, and that he has carried the chain at different times from said place.

Adjourned to meet tomorrow. 20th September. September 20th 1826 The Sheriff and Surveyor met and proceeded. No 3. Philip Brackley summoned and sworn on the part of the Plaintiff deposeth and saith that at the place here shewn the Sheriff and Surveyor there formerly stood a black oak or red oak tree, when this deponent was informed that it was the beginning tree of a tract of land called "Abetons Forest" and some time afterwards the tree was cut down this deponent set the stone here shewn in the place where the stump of said tree stood.

The Plaintiff or Defendant not having directed any thing further to be done the business was closed.

Alex. Neill Shff.

Whereupon the said John Doun Lessee as aforesaid by his attorney aforesaid offers himself ready for trial in the plea aforesaid, thereupon the said John Domer by his attorney aforesaid, suggests to the court here, that he cannot safely proceed now to the trial of this cause, because and so forth. Therefore it is considered by the court here that the said John Doun Lessee as aforesaid recover

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against the said John Domer the sum of forty four dollars and ____ cents for his costs and charges by him about his suit in this behalf since the last continuance of the plea aforesaid: and thereupon, with the consent of the parties aforesaid, by their said attornies, and by order of the court here thereon further process of and upon the premises aforesaid is continued until the fourth Monday of March next. At which mentioned fourth Monday of March being the twenty sixth day of the same month in the year of our Lord one thousand eight hundred and twenty seven, come again into court here as well the said John Doun Lessee as aforesaid by his attorney aforesaid, as the said John Domer by his said attorney: and the said John Domer by his attorney aforesaid relinquishes his averment by him in pleading above pretended, and says that he cannot deny the said action of the said John Doun Lessee as aforesaid, nor but that he the said John Domer is guilty of the trespass and ejectment aforesaid in manner and form aforesaid, as the said John Doun Lessee as aforesaid hath above thereof complained: and thereupon the said John Doun Lessee as aforesaid by his attorney aforesaid prays judgment for his possession of the said term yet to come of and in the tenements aforesaid, with the appurtenances aforesaid, together with his costs and charges by him laid out and expended in this behalf, to be adjudged to him and so forth: Therefore it is considered by the court here that the said John Doun Lessee as aforesaid recover against the said John Domer his term aforesaid yet to come and unexpired of, in and to all that tract or parcel of plantable land, called "Abetons Forest" lying and being in Washington county aforesaid, within the claim and pretensions of the said Plaintiff as located by him on the plot returned in this cause, with the appurtenances, and the sum of one hundred and forty three dollars and seventy six cents, for his costs and charges by him about his suit in this behalf laid out and expended adjudged to the said John Doun Lessee as aforesaid by the court here on his assent, and the said John Domer in mercy and so forth. And thereupon the said John Domer by his attorney aforesaid, pray that he may appeal from the judgment aforesaid of the court here so as aforesaid against him rendered to the Court of Appeals for the Western Shore of the State of Maryland, and to him the same is granted by the court here: Whereupon the said John Domer exhibits to the court here an appeal bond entered into by himself and two securities, which by the court here are approved of the tenor whereof one with the following words to wit: "Know all men by these presents, that we John Domer and William Price of Washington county and State of Maryland are held and firmly bound unto Jacob Bartenhower in the full and just sum of one thousand dollars current money, to be paid to the said Jacob Bartenhower or to his certain attorney, his heirs, 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 twelfth day of December in the year of our Lord one thousand eight hundred and twenty seven. Whereas at a county court begun and held at Hagers Town in and for the county aforesaid on the fourth Monday of March in the year of our Lord one thousand eight hundred and twenty seven, the above named Jacob Bartenhower by judgment of the said court recovered against the above named John Domer as well the sum of one cent damages, as his costs and charges by him about his suit in that behalf laid out and expended, from which said judgment so as aforesaid rendered the said John Domer hath prayed an appeal to the next court of Appeals for the Western Shore of the State of Maryland Now the condition of the above obligation is such that if the above bound John Domer 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 within this province" to the next court of Appeals for the