and that the proceedings under it were void as against the present defendant – which opinion the court refused to give – 3rd The defendant by his counsel further prayed the opinion of the court that as Doct. Hanson died on the 1st day of September, and the said fieri facias was not levied till the 9th day of October, that the issuing of said fieri facias and delivery to the Sheriff as stated did not bind the land of the debtor which had descended to the heir – which opinion the court refused to give 4th That although the issuing and delivery of said fieri facias as stated might bind the land upon a deficiency of personal property – yet if the Jury should believe that there was a sufficiency of personal property to satisfy the same, that such personal property should first have been taken under said fieri facias – Which opinion the court refused to give – 5th The defendant then offered in evidence the following advertisement

"Sheriffs sale. By virtue of three writs of fieri facias to me directed from Charles county court, will be exposed to public sale for ready cash at the Trap on the 8th day of Jany next the following property towit, "all of Saml. Hanson Senr. right title claim and interest whether in Law or equity in and to the following tracts parts of tracts or parcels of land lying and being in Charles county Dinham Parish called or known by the following names towit Pings Chance containing one hundred acres more or less, pt. Hopewells addition containing forty four acres more or less. Brawners Chance containing fifty acres more or less – also the following personal property towit, one negro man named Jim and one other negro man named Spencer, the whole taken in execution as the property of Saml Hanson Senr and will be sold to satisfy the following debts towit, one due to the State of Maryland use of John Barnes one due to William Bruce and one other due to Ignatius Semmes

Alex Matthews late Sheriff Decr 6th 1824

And proved by Noble Barnes that he as deputy Sheriff levied the fieri facias aforesaid and advertised and made sale of the land, that this advertisement was in his hand writing and was written on the date thereof, and that the land in question was sold on the day mentioned in said advertisement – that the said Noble Barnes did not make any written entry or other memorandum of said sale, that he acted as auctioneer at the said sale; but the Regt Sheriff was present and attended to the sale – The defendant then by his counsel further prayed the opinion of the court that unless the plaintiff proved to the Jury that there was some entry or memorandum in writing of said sale, that the said sale was void, which opinion the court refused to give as prayed for, but gave as their opinion that the return of the Sheriff on the fieri facias and his deed to the purchaser the present plaintiff was a sufficient memorandum in writing, and could not be rebutted but by proof of fraud and collusion

between the Sheriff and purchaser – The defendant then lastly prayed the opinion of the court that if the Jury should believe that due and legal notice of the sale of the tract of land called Pings Chance as required by the act of Assembly was not made, that then the title to said tract did not vest in the purchaser by said sale, and for said tract the plaintiff was not entitled to recover – which opinion the court refused to give. To all which opinions as before stated, the defendant by his counsel excepted and prayed the court to sign and seal this his bill of exceptions which is accordingly done this day of March 1829.

State of Maryland Charles County Set.

In Testimony that the aforegoing agreement and statement is truly copied from the original filed in my office I have hereto subscribed my name and affixed the seal of Charles County court, this twentieth day of March in the year of our Lord one thousand eight hundred and thirty.

(Seal) John Barnes Clk of Chs. County Court

And now comes into the court of Appeals here as well the said William Hanson by Henry Brawner his attorney, as the said John Doe on Lessee of John Barnes by Clement Dorsey his attorney: and thereupon, on motion of the said John Doe on Lessee as aforesaid by his attorney aforesaid, it is ruled by the court here, that the said William Hanson 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 William Hanson 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, towit that by the record aforesaid it appears that the judgment aforesaid in the plea aforesaid given, was given for the said John Doe on Lessee as aforesaid against the said William Hanson, when by the law of the land, that judgment ought to have been given for the said William Hanson against the said John Doe on Lessee as aforesaid, therefore in that there is manifest error; and he prays that the judgment aforesaid for that error and others, being in the record of proceedings aforesaid, may be reversed, annulled, and held entirely as void, and that he the said William Hanson may be restored to all things which he hath lost by occasion of the said judgment, and that the said John Doe on Lessee as aforesaid may rejoin to the errors aforesaid, and so forth. And thereupon it is ruled by the court of Appeals here, that the said John Doe on Lessee as aforesaid join in the errors by the said William Hanson above assigned in the record of proceedings aforesaid, or judgment by the court of Appeals here will be rendered against him in default thereof. And the said John Doe on Lessee as