authorise and empower the said Daniel Cobb to institute and conduct in my name all such proceedings as the law may authorise for the collection of the same. The said Cobb saving me harmless from all loss on said account, and from the expenses in the collection of the same. Witness my hand and seal on the day and year above written. William D. M'Kim (Seal)

Signed, sealed and delivered in presence of - James M. Cooper.

And then proved that the distress under which the property replevied had been taken, was levied on the second day of October one thousand eight hundred and twenty nine, and property to the amount of $356.45 distrained, and here rested his case. Whereupon the defendants to sustain the issue on their part, gave in evidence that John M'Kim, being seized in fee of the lot of the premises on which the distress in this cause was laid, by a indenture of Lease, bearing date the day of demised, leased and to farm let, the demised premises for 99 years, renewable forever at an annual ground rent of 180 per annum, payable on the first day of January in each and every year, to Robert and Alexander M'Kim, and their assigns, and the defendants further gave in evidence, that the reversion of the said ground and premises, and the rent thereon reserved, by sundry conveyances, became the right and property of the avowant M'Kim, and further that Charles Crook was the assignee, by sundry mesne assignments of the aforesaid lease, during the time for which the rent charged in said account by avowant.

Mitchell vs M'Kim & Cobb

February Term 1830. In this cause it is agreed, that William D. M'Kim was seized of the reversion and Charles Crook Junior was the assignee of the lease of the property mentioned in declaration, during the time for which the rent is charged by the avowant. Sylvester.

D. Stewart for M'Kim & Cobb.

And then proved by John L. Hayward, a legal and competent witness, that previous to the said note of Cobb, Wyman and company having been given to the said M'Kim, M'Kim had called upon that firm for the settlement of his claim for rent due by Charles Crook Junior, for the property upon which the said Crooks collar. Mill, then in the occupancy of Cobb, Wyman & Company was needed, and that M'Kim threatened to distrain upon the property of Cobb Wyman and Company, unless his said claim for rent was secured, and that on the first day of June 1829 the witness was present at an interview between Daniel Cobb and M'Kim, at the counting house of Cobb, Wyman and Company, when M'Kim called and urged an arrangement for the security of his rent, when it was agreed between M'Kim and Cobb in the presence of witness, that the note of Cobb, Wyman and Company should be given to M'Kim, for the amount of his said rent, and that Cobb Wyman and company should stand in the shoes of M'Kim, and that, at any time thereafter he M'Kim would facilitate, as far as he could the collection of the said account, and further proved by the same witness, that at the said interview, before the said note was given, it was agreed

that all the rights which M'Kim as Landlord could then exercise, should be reserved for the benefit of Cobb Wyman and company. And further proved by the same witness, that the assignment herein before mentioned was given by M'Kim in pursuance of, and in conformity to, the said agreement, and understanding at the interview aforesaid, and then proved that the distress before mentioned was levied by the direction of Cobb's attorney (who had then in his possession, the assignment aforesaid, and who considered that under the authority therein given to Daniel Cobb, the said distress could be legally levied) in the name of M'Kim, for the amount due upon the account for rent so assigned as above mentioned. Whereupon the plaintiff prayed the court to instruct the Jury "if they believe that the note of Cobb, Wyman and Co. was given to William D. M'Kim, before the distress was levied, and that such note was for the whole balance of rent claimed by Wm. D. M'Kim up to January 1st 1829 then the power of distress by Wm. D. M'Kim was gone at the time the distress was levied, and the plaintiff is entitled to recover." and the court gave the instruction accordingly. Whereupon the defendants by their counsel prayed the court to instruct the Jury "that if they believe from the evidence, the note of Cobb, Wyman bearing date June 1st 1829 and payable 2 months thereafter, was given to Wm. D. M'Kim, to induce him to forbear a distraint which he then threatened to levy upon the property of Cobb Wyman and company unless the rent due upon the premises was secured to him, and that the said note was not intended to enure to the benefit of Charles Crook Jr. or the demised premises by exonerating him from the rent due to him as Lessee, or discharging the demised premises from the right of distress by the Landlord, that then the defendants are entitled to recover" - but the court refused to give the instructions prayed for, and the defendants excepted, as well to the instruction given by the court to the Jury upon the plaintiffs prayer, as to the refusal of the court to grant the instructions prayed for by defendants, and prayed that the court would sign and seal this their bill of exceptions, which is accordingly done this day of February 1830

Stevenson & Archer (Seal)

And thereupon the said William D. M'Kim and Daniel Cobb, by their attorneys aforesaid, pray an appeal from the judgment aforesaid, so as aforesaid rendered to the Court of Appeals for the Western Shore of the State of Maryland, and to them it is granted. Whereupon the said William D. M'Kim and Daniel Cobb by their said attornies, file in Court here, a certain writing obligatory commonly called an appeal bond, and which is in the words and of the tenor following to wit:

Know all men by these presents, that we Daniel Cobb, Samuel Wyman and Samuel G. Wyman, are held and firmly bound unto Alexander Mitchell in the just and full sum of two thousand dollars, to be paid to the said Alexander Mitchell, his certain attorney, executors, administrators or assigns: to the payment whereof, well and truly to be made and done, we bind ourselves our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this fourth day of March, in the year aforesaid