The defendant then proved that he had leased said farm from the said Charles Carroll of Carrollton, and that his time was to commence on the 29th day of September 1831 that being the day on which the lease of the said Dorsey expired, and that in pursuance of said lease, the said defendant as such tenant as aforesaid, took possession of said farm on the 29th day of September 1831 and continued in possession of the same up to the time of the commencing of this suit. The defendant further proved by a competent witness that according to the customs and regulations of the said manor the incoming tenants have the right and privilege of seeding down the compields of the outgoing tenants in wheat and rye, before the crops of Indian Corn are fit for gathering. And it was further proved by the defendant by a competent witness, that he, the defendant did in pursuance of said custom and regulations of the manor aforesaid as such tenant, seed down with rye and wheat the said compield, it being a part of the farm leased by the said D. Dorsey the plaintiff of Charles Carroll of Carrollton and that said wheat and rye were then growing at the time of the alleged trespass. It was further proved, on the part of the defendant by a competent witness, that according to the custom and regulations of the manor the incoming tenants have a right to the corn stalks, fodder & husks, after the corn is gathered from the fields and to feed his cattle and other stock thereon, and that the outgoing tenant has no right to take and carry away from the farm any corn stalks, fodder or corn husks. The defendant further proved by a competent witness that at the times of the supposed trespasses the plaintiff had previously gathered his corn in a part of the locus in quo, and that he turned his cattle on that part of said field and suffered them to go at large in said field and that in going at large the said cattle went into that part of the field, where the said corn was gathered in heaps and standing on the stocks and there eat up and injured a part of the same; and that the corn had matured and ceased to derive any further nutriment from the ground, as early as the middle of October. The plaintiff then further proved by a competent witness that the locus in quo, or close in question in this case is a part and parcel of the said farm leased by the plaintiff of the said Charles Carroll of Carrollton and that the defendant after he had completely finished sowing down said corn field or the locus in quo in question, to wit, about the 25th day of December 1831 and on divers days and times thereafter between that day and the first of February 1832 by himself and his servants turned his cattle into the said compield aforesaid and suffered them to continue their in said compield without any one to attend to them to prevent them from destroying the Indian corn of the plaintiff, then remaining not gathered in said locus in quo and that said cattle with horses and hogs that belonging to the defendant and which witness had seen the servant of the defendant driving out of said compield did destroy a large quantity of said corn of said plaintiff whilst the same was standing and remaining on the locus in quo. And the plaintiff proved that the winter and cold weather commenced very early the year the said crop of corn was to be gathered and taken from the locus in quo and that many persons did not gather and secure their Indian Corn crops until sometime in February following by reason of the bad weather. Whereupon the defendant by his counsel prays the Court to instruct the Jury that if they shall believe from the evidence in the cause that the plaintiffs lease expired on the 29th day of September 1831, and that the defendant's lease commenced on said day

and that he the defendant immediately entered upon possession of the premises and so continued in possession thereof thenceforth until the commencement of this suit and that the plaintiffs right to remove his way going crop by the manor regulations is a privilege and easement, a mere right of ingress, egress and regress and nothing more, and that the defendant at the time of the supposed trespasses in this case had a growing crop of wheat and rye in the locus in quo which he had previously sowed as tenant as aforesaid and that the supposed trespasses were committed at a late at the 25th day of December 1831 and not before, and that the corn then standing on the stalk in said close had arrived at maturity and had ceased to derive any nourishment from the soil, that the plaintiff is not entitled to recover in this action. And thereupon the Court instructed the Jury, that if they shall believe from the evidence in the cause, that the defendant was in possession of the said farm at the time of the supposed trespasses and that the plaintiffs right to gather and remove his corn was a privilege and easement, a mere right of ingress, egress and regress, that then the plaintiff is not entitled to recover in this case. To which direction and opinion of the Court the plaintiff by his Counsel prayed leave to except, and that the Court would sign and seal this his bill of exceptions, which is accordingly done this 9th day of November 1833.

Abraham Shriver (Seal)
Thomas Buchanan (Seal)

State of Maryland. Frederick County sct.

I hereby certify that the aforegoing is a true transcript taken from the record of proceedings of Frederick County Court.

(Seal)

In testimony whereof I have hereunto subscribe my name and affix the seal of the County Court aforesaid this tenth day of January in the year eighteen hundred and thirty four.

John Schley Clk. Frd. County Court.

Costs 6a. $10.58¾

And now come into the Court of appeals here, as well the said Dennis Dorsey by Joseph M. Palmer and John M. McElfresh his attorneys as the said William Eagle by Frederick A. Schley and William Schley his attorneys: and thereupon, on motion of the said William Eagle by his attorneys aforesaid, it is ruled by the Court here, that the said Dennis Dorsey 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 Dennis Dorsey by his attorneys 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 William Eagle against the said Dennis Dorsey, whereby the law of the land that judgment ought to have been given for the said Dennis Dorsey against the said William Eagle, therefore in that there is manifest error, and he prays that the judgment aforesaid for that error error, and others being in the record of proceedings aforesaid may be reversed, annulled, and held entirely as void, and that he the said Dennis Dorsey may be restored to all things which he hath lost by occasion