into the Land Office as a Record agreeable to the directions of an act of Assembly "to dispose of the Reserved Lands, Westward of Fort Cumberland in Washington County &c. passed November Session 1788.

Test, Jno. Callahan Reg.r Ld. Off. W.S."

And in a certain part thereof, contains as follows, to wit December 10th 1787. In compliance with a Resolution of the General Assembly of the State of Maryland of the 20th day of May 1787. and a commission from the Governor and Council to me directed bearing date the 11th of June 1787, for the purpose of surveying and laying out the Reserve Lands to the Westward of Fort Cumberland into convenient Lots of 50 acres each &c.

I hereby certify that I have carefully surveyed for the State aforesaid 4165 Lots of 50 acres each lying and being in Washington County and State aforesaid and on the Marys Reserves and confiscated lands to the Westward of Fort Cumberland as will appear by a General platt thereof and certificates numbered in rotation from 1 to 4165. in this Book, and another titled Ledger B. - pr. Francis Deakins."

And also the following entries to wit: - No. 2359. Beginning at a bounded Birch marked 4446 standing South one hundred and sixty perches from the beginning of Lot 2355 and running North eighty perches, West one hundred perches, South eighty perches, then by a straight line to the beginning containing fifty acres.-

No. 2360. Beginning at the beginning of Lot 2359. and running North eighty perches, East one hundred perches, South eighty perches, then by a straight line to the beginning, containing fifty acres.-

No. 2361. Beginning at the beginning of Lot No. 2359. and running South eighty perches, East one hundred perches, North eighty perches, then by a straight line to the beginning containing fifty acres.-

No. 2362. Beginning at the beginning of Lot 2359. and running South eighty perches West one hundred perches, North eighty perches then by a straight line to the beginning containing fifty acres.-

And I do further certify, That the foregoing entries having been severally compared and collated with the said original record Books, from which they have been respectively taken and that they agree and correspond therewith.-

In testimony whereof I have hereunto set my hand and affixed my official seal this 4th day of October 1847.- (Seal)

George S. Brewer, Reg.r Land Off. M.d

And then rested his case.- And thereupon the defendant to maintain the issue on his part offered to prove by William Ridgely a competent witness that he, witness received a letter purporting to be from Bennet Clements of George Town, asking witness to sell a tract of land for him called "Lorrain," lying in Allegany County, that when witness came to look up the land he found it consisted of lots and that the defendant had part of the lots in his possession - Witness then wrote a letter directed to Bennet Clements in which witness stated that Ruckle had

the possession and received a letter in reply directing witness to go to see Ruckle and to compromise with him and sell the lots to him at a fair price. Witness then went to Ruckle, and he refused to purchase the lots. Witness then wrote another letter also directed to Bennet Clements and asked if he could not make a title independent of escheat, from the heirs of the old soldier and received an answer stating as near as witness can remember that the heirs of Henry Clements the officer or soldier could not make a title to the land; there was a reason given in the letter why they could not make a title but witness does not remember what the reason was, that the last mentioned letter is either lost or delivered to one of the counsel in the cause, and that he made diligent search for the same, but could not find it. Witness received in all, near half dozen letters on the subject of this land signed "Bennet Clements," and thinks he would know the handwriting of the person who wrote them if he were to see it; that witness never saw Bennet Clements nor did he ever see him writing. The letter did not state that there were no heirs, nor that they were dead, that all said letters except the one above mentioned as lost, or handed to one of the counsel are now in the possession of witness.-

The Defendant then offered to prove by George W. Taylor that Bennet Clements plaintiff lived in George Town in the District of Columbia.-

To which testimony so offered the plaintiff objected because the said William Ridgely does not know the handwriting of Bennet Clements the lessor of the plaintiff in this action and because there was no foundation laid for the introduction of said evidence or proof by said witness of the handwriting of the lessor of the plaintiff, or the contents of said letter, and because said evidence is insufficient and incompetent for the purpose for which it is offered, which objection the Court overruled and permitted the same to go to the jury, and thereupon the plaintiff prayed leave to except, and that the Court would sign and seal this his bill of exceptions, according to the form of the statute in such case made and provided, and which is accordingly done this 19th day of October eighteen hundred and forty eight.-

R. J. Martin (Seal)

D. Weisel (Seal)

Bennet Clements lessee vs. Henry Ruckle.	Ejectment in Allegany County Court, October Term 1848.-

The plaintiff and defendant having offered in evidence the facts detailed in the first bill of exceptions, which is admitted to be a part of this a second bill of exceptions, and the defendants having rested his case, the plaintiff thereupon prayed the Court and its instruction to the jury, that the plaintiff is entitled to recover, because the evidence offered by the defendant is indefinite and insufficient, and ought not to be