submitted to the jury, to prove that Henry Clements the original grantee of the four lots in controversy had Heirs now living because the said evidence offered by the defendant is not sufficient for the jury to presume that the said Henry Clements, the original grantee of the state, died leaving heirs at the time of the escheat warrant granted to the said plaintiff lessee - and also prayed the Court to instruct the jury that the plaintiff is entitled to recover, unless the defendant shows a title in a stranger, and that there is no evidence in the cause by which the jury can determine such to be the case in this action, which prayer and instructions the Court refused to give; whereupon the plaintiff prayed leave to except and that the Court would sign and seal this his second 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. E. Martin, (Seal)
D. Weisel, (Seal)

And afterwards to wit, on the day last aforesaid the said John Denn by his said attorneys saith that the Court here ought not to proceed to render judgment against him, of and upon the said verdict, by the jurors aforesaid, in form aforesaid found, and prays that the same verdict may be set aside, and that the issue aforesaid may be tried anew by other jurors, to be a fresh impanelled, and files in Court here the following reasons, that is to say:-

1st. Because the verdict given by the jury is against evidence.-
2d. Because the Court gave the jury misdirections in regard to the law.
3d. Because the instructions of the Court were against law.-
4th. Because the same verdict is against law and evidence.-
5th. Because the plaintiff has discovered new evidence since the commencement of this trial.-

James H. Bevans &
Thos. Perry, Attys. for pltffs.-

Whereupon all and singular the premises being seen, and by the Court here fully understood, and mature deliberation being thereupon had, It is considered by the Court here that the said verdict is in no wise insufficient, or erroneous, and that the same ought not to be set aside, and that no new trial ought to be had of the issue aforesaid.-

Therefore it is considered by the Court here, that the said John Denn take nothing by his declaration aforesaid, but for his false complaint against the said Henry Ruckle be in mercy &c. and it is further considered by the Court here that the said Henry Ruckle recover against the said John Denn the sum of twenty dollars, ninety one and two thirds cents for his costs and charges by him laid out and expended in and about his defence in this behalf sustained, to the said Henry Ruckle by the said Court now here adjudged &c. and that the said Henry Ruckle may have execution thereof, &c.

Thereupon the said John Denn by his attorneys aforesaid prays an appeal from the judgment of the Court here, so as aforesaid rendered to the Court of Appeals, to be held for the Western Shore of the State of Maryland, and to him it is granted.-

Whereupon the said Henry Ruckle lessee files in Court here a certain writing writing obligatory commonly called an appeal Bond which is in the words and of the tenor following, to wit:

Know all men by these presents, that we Bennet Clements, and George W. Taylor and Thomas Conlehan are held and firmly bound unto Henry Ruckle in the just and full sum of one hundred dollars to be paid to the said Henry Ruckle, his attorney, executors administrators and assigns, to the payment thereof 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 on this 26th day of March 1849.-

Whereas the said Henry Ruckle did obtain judgment against the said Bennet Clements in Allegany County Court, at the October term of said Court number 49 Trials to said Term being in the year 1848, as by reference to the Docket of said Court will more fully and at large appear. Whereas afterwards the said Bennet Clements by virtue and in pursuance of the provisions of the act of Assembly in such case made and provided, applies to and directs the Clerk of said Court to enter an appeal from the judgment aforesaid, so as aforesaid rendered to the Court of Appeals to be held for the Western Shore of the State of Allgryland.-

Now the condition of the above obligation is such, that if the said Bennet Clements shall not cause a transcript of the record and proceedings of the said Court to be transmitted to the Court of Appeals to be holden for the western shore, within the time required by law and prosecute the said appeal with effect and also satisfy and pay, to the said Henry Ruckle his executors, administrators and assigns in case the said judgment, shall be affirmed as well the debt, damages and costs adjudged in the County Court aforesaid, as also all damages and costs that may be awarded by the Court of Appeals aforesaid; then the said bond to be and remain in in full force and virtue otherwise to be of no effect.-

Signed and sealed in presence of

B. Clements. (Seal)
G. W. Taylor, (Seal)
Thomas Conlehan. (Seal)

Allegany County, sc. I hereby certify, that the aforegoing is truly taken from the record of proceedings of Allegany County Court in the State of Maryland.-

In testimony whereof, to this exemplification, I hereunto subscribe my name and affix the seal of said Court this 31st day of March in the year of our Lord, one thousand eight hundred and forty nine.-

(Seal)

Henry Bruce, Clerk.-

Pltffs. costs	$12:71⅔
Record	10:50
Deft's. costs	20:91⅔

And now come into the Court of Appeals here, as well the said John Doe Lessee of Bennet Clements by T. Dixon Roman Thomas Perry and J. Collins Lee, his attorneys, as the said Henry Ruckle by Thomas J. McKaig his attorney; and thereupon, on motion of the said