black letter K, and from thence to the place described on the plat by the black letter L, and from thence to the beginning at the black letter F, the Plaintiff offered to read in evidence the deposition in writing of Edward N Hambleton, the said defendant, which had been before sworn to by the said Edward N. Hambleton, and subscribed by him which deposition is in the words & figures following, viz.,

William Hambleton } a
Samuel Tenant. }

The Deposition of Edward N Hambleton of Talbot County aged twenty four years or there about, being first duly summoned & sworn deposeth and saith, that he the deponent sometime past run out a tract of land called "Neglect" but the deponent cannot tell at this time, the exact spot where he began the said land called "Neglect", but for further information refers the Surveyor, to the certificate on the survey, and the deponent further saith that he cannot recollect what allowance was made on laying down the tract of land called "Martinham enlarged" and for further information refers to the Certificates of said lands called "Martinham Enlarged" and "Neglect" 2. Sir, did you measure the first line of Neglect and find that 17 perches intersected the N.E. line of Elliotts Folly as you then located Elliotts Folly The Deponent answers, he did. 2. Did you measure the second line of Neglect along with Elliotts Folly as you then located Elliotts Folly and find that 48¾ perches intersected the first line of a tract of land called the Meadows as you then located the Meadows - The Deponent answers he did. 2. Did you measure the third line of Neglect with the first line of the Meadows and find it fifty two perches to the end of the first line of the Meadows - The Deponent answers he did. 2. Did you measure the fourth line of Neglect still with the Meadows and find it fifty eight perches to the line called Martinham Enlarged; the Deponent says he did, and that the above answers are intended to correspond with the Certificate of "Neglect" as he cannot charge his Memory with any of the above Questions. 2. Was did you locate Elliotts Folly when you made this Survey called Neglect, did you lay it down course and distance nearly from the first boundary - The Deponent answers he doth not recollect - 2. Was you governed by any other boundary but the beginning boundary of Elliotts Folly. The deponent answers he doth not know the beginning boundary of Elliotts Folly. 2. Was you not shown a boundary of Elliotts Folly. The Defendant answers he was shown a boundary of Elliotts Folly but he doth not recollect by whom - 2. Was you directed in what manner to lay down Elliotts Folly by the plaintiff in this Case. The deponent is not certain but believes he was 2. Did you to any more than one boundary when when you laid down Elliotts Folly - The Deponent cannot recollect but refers the Certificate of Neglect - 2. Who was your Chain carriers when you made this Survey called Neglect - The Deponent saith that Francis Beisclaire and James Harris commonly called Lame Jas. Harrison. 2. Did you gave a tract of land called Siddemans Discovery any location at all when you made this Survey called Neglect - The Deponent answers not that he recollects. 2. Have you any knowledge of a Corner tree or any other Mark of a Tract of land called Cambridge, the first boundary excepted, the answer is that he doth not.

And further this deponent saith not - Taken at the request of the defendant this fifth day of April 1799.

John Thomas Shff Talbot County. Edward N Hambleton.

To the reading of this deposition the defendant objected, alledging that it was illegal and incompetent evidence, and that it was in the nature of parole evidence, tending to contradict or substantially vary the legal operation of the patent of Neglect and prayed the Court that might not be read, and the plaintiff prayed that it might be read to the Jury alledging that was legal & competent evidence. But the Court were of opinion that the said deposition was illegal and incompetent evidence and ought not to be read to the Jury & would not suffer the same to be read to the Jury, and rejected the evidence; to which opinion of the Court the Plaintiff prayed leave to except & that the Court would sign and seal this his bill of exception according to the form of the Statute in such Case made & provided which is accordingly done this ninteenth day of November in the year of our Lord Eighteen hundred and ten (1810). Rd. T. Earle (Seal) Lemd. Punnell (Seal)

And therefore the said Samuel Tenant by his Attorneys afs. prays that he may appeal from the Judgment aforesaid of the Court here so as aforesaid rendered to the high Court of Appeals, and to him the same is granted by the Court here; whereupon the said Samuel Tenant exhibiteth to the Court here and Appeal bond entered into by himself and two sureties, which by the Court here are approved of the Tenor whereof is as follows viz.

Know all Men by these presents that we Samuel Tenant & William Sears & Thomas Frazier of Talbot County are held and firmly bound unto Edward N Hambleton in the full and just sum of Two hundred pounds Current Money of Maryland to be paid to the said Hambleton his certain attorney his executors, administrators or assigns; to the payment whereof well and truly to be made & done, we bind ourselves, our heirs, executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this twentieth day of November in the year of our Lord Eighteen hundred and ten - Whereas at a County Court of the State of Maryland holden for Talbot County at Easton in the said County, before the Judges thereof at the November Term of the said Court in the year of our Lord Eighteen hundred and ten the said Hambleton obtained a judgment against the said Tenant for the Costs of Suit in an action of trespass brought by the said Tenant against the said Hambleton by which said Judgment the said Tenant deems himself aggrieved and therefrom hath appealed to the Court of Appeals of the State of Maryland to be holden for the Eastern Shore of the said State - The Condition therefore of the aforegoing obligation is such that if the said Tenant appellant shall not pursue the directions of the act of Assembly entitled "An act for regulating costs of error and granting appeals from and to the Courts of Common law within this province" at the next Court ensuing before whom the appeal aforesaid ought to be tried, and prosecute the same appeal with effect, and also satisfy and pay to the said Hambleton his executors administrators or assigns in Case the said Judgment shall be affirmed as well all & singular the Costs aforesaid adjudged by the Court before whom the action aforesaid was first brought and from whose Judgment the appeal aforesaid was made, as also all Costs and damages that shall be awarded by the Court before whom the appeal aforesaid shall be heard tried and determined then the said obligation to be and remain in full force and virtue in law - otherwise of no effect. Samuel Tenant (Seal) William Sears (Seal) Thomas Frazier (Seal)

Signed Sealed & delivered in the presence of Philemon Sherwood. W. Bromwell

Therefore it is ordered by the Court here that a record of the proceedings aforesaid with all things thereunto relating be transmitted to the high Court of Appeals of the Eastern Shore of Maryland to be held at Easton in Talbot County on the Second Monday of December Anno Domini Eighteen hundred and ten, and they are transmitted accordingly -

Seal } Plac } In Testimony that the aforegoing is a true and faithful exemplification of the record and proceedings in the Cause aforesaid I have hereunto set my hand and affixed the seal of my office this twenty third day of May Anno Domini Eighteen hundred and eleven. J Lockerman Clk T. C. C.

And now at this day comes into the Court of appeals here as well the said Samuel Tenant by his Attorneys afs. as the said Edward N Hambleton by his Attorneys afs. Thereupon on motion of the said Edward N Hambleton, by his Attorneys afs. it is ruled by the Court here that the said Samuel Tenant assign the errors in the record of proceedings of the Judgment afs. brought before the Court here for errors assigned to be therein or Judgment by the Court here will be entered against him by default thereof; and the said Samuel Tenant by his Attorneys afs. saith that in the record & proceedings afs. and also in the giving the Judgment afs. there is manifest error in this, to wit, that by the record afs. it appears that the Judgment afs. in the plea afs. given was given for the said Edward N Hambleton against him the said Samuel Tenant, when by the laws of the land that Judgment ought to have been given for him the said Samuel Tenant against the same Edward N Hambleton, therefore in that there is manifest error and he prays that the judgment afs. for that error and others being in the record and proceedings afs. may be reversed annulled & held entirely for Nard, and that the said Samuel Tenant may be restored to all he has lost by occasion of the said Judgment, and that the said Edward N Hambleton may rejoin to the errors afs. &c. And the said Edward N Hambleton by his Attorneys afs. prays that a day may be given him to rejoin to the errors assigned upon the record & proceedings of the Judgment afs. until the second Monday of June next and to him it is granted; the same day is given to the said Samuell Tenant then &c. At which said second Monday of June in the year of our Lord One thousand eight hundred and eleven Come again into the Court of appeals here the parties afs. by their Attorneys afs. and the said Edward N Hambleton by his Attorneys afs. saith that there is no error in the record & proceedings afs. or in the rendition of the Judgment afs. and prays likewise that the Court here may proceed to the examination as well of the record and proceedings afs. as of the Matters afs. by the said Samuel Tenant above for errors assigned, and that the said Judgment may in all things be affirmed &c. But because the Court here are not advised to give their Judgment afs. upon the premises day therefore is given to the parties afs. until the second Monday in December next to hear their Judgment afs. upon the premises, because the Court here therefore not yet advised &c. And now here at this day, to wit the second Monday of December in the