November 1810. agreed with the defendant to alter the nature of the said rent, and in pursuance of that Agreement did receive and take the bond or Obligation of the defendant, conditioned for the payment of the sum of Three hundred Dollars for the said rent to be paid to the said David Lamb in August 1811. which Bond was assigned by the said David Lamb on the first day of December 1810. to William Harris. That David Lamb died in April 1811. and that the defendant paid to the said William Harris the money due on the said Bond in August 1811. The Counsel for the Defendant then prayed the Court to direct the Jury, that if they should be of opinion from the testimony offered in this case that David Lamb in the fall of 1810. agreed with the defendant for the rent of the farm for 1811. and that the defendant gave his Bond to the said David Lamb for the rent amounting to three hundred dollars payable sometime in August 1811, and that the said David Lamb on the first day of December in the year 1810. assigned away the said Bond to a certain William Harris or he in the fall of the year 1811 received the money due on the said bond from the defendant, then and in that case the plaintiffs cannot recover the said rent or the proportion thereof from the month of April 1811, the time when the said David Lamb — which direction the Court accordingly gave, and the plaintiffs by their Counsel excepted, and that they might have the benefit of their Exception, prayed the Court to sign and seal this their bill of Exception which is accordingly done this twenty eighth day of March in the year eighteen hundred and fifteen —

W. Earle (Seal) Thos Worrell (Seal)

James Bevans & Ann his Wife vs Moses Brisco } Action on the Case — At the trial of this cause the several matters & things stated in the above bill of Exceptions were offered in evidence whereupon the plaintiffs by their Counsel prayed the Court to direct the Jury, that the plaintiffs are entitled to their verdict for the value of the land used and occupied by the defendant from April 1811, till the end of the same year, as were that part on which the wheat was growing, at the death of David Lamb, as for every other part thereof, and while the Wheat was growing thereon: But the Court refused to give the direction prayed being of opinion that the defendant was entitled to the Wheat growing and had a right to enter for the purpose of securing the same, and for the time the said Wheat was growing and until he had secured the same & taken it off, he was not liable to pay for the use and occupation of the land on which it was growing. The Court were further of opinion that the parol lease of David Lamb determined with his decease, and the defendant as his tenant had no right to possess the demised premises and if he occupied the same or any part of them he is liable to pay to the plaintiff for the use and occupation of the same, and thereupon the plaintiffs by their Counsel excepted & prayed the Court to sign and seal this their bill of exceptions which is accordingly done this twenty eighth day of March eighteen hundred and fifteen.

W. Earle (Seal) Thos Worrell (Seal)

Thereupon the said James Bevans & Ann his wife by their attorney aforesaid pray an appeal from the Judgment aforesaid so as aforesaid rendered to the Court of Appeals of the State of Maryland to be held for the Eastern Shore of the said State, and the same is granted unto them; it is therefore ordered by the Court here that the Record and proceedings aforesaid, with all things thereunto relating be transmitted to the said Court of Appeals of the said State, & the same are transmitted to the said Court accordingly.

Wm Th. Benj Chambers Clk

Kent County S. I hereby certify that the aforegoing is truly taken from the record of proceedings of the County Court of Kent aforesaid. In testimony whereof I have hereunto subscribed my name and affix the public seal of my office on this third day of June in the year eighteen hundred and fifteen, and in the thirty ninth year of the Independence of the United States. Benj Chambers Clk of Kent County Court.

(Seal of the County Court)

And now comes into the Court of Appeals here as well the said Moses Brisco by James C. Earle Esquire his Attorney, as the said James Bevans & Ann his wife by Ezekiel F. Chambers, Esquire their Attorney: thereupon further process of and upon the premises aforesaid between the parties aforesaid by consent of the said parties and their Attorneys aforesaid by order of the Court here thereon is continued until the last Monday of December next.

At which day, to wit, the last Monday of November eighteen hundred and fifteen, came again into the Court of Appeals here the parties aforesaid by their Attorneys aforesaid, And the said James Bevans & Wife by their Attorney aforesaid say that in the Record and 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 Moses Brisco against the said James Bevans & wife when by the law of the land that Judgment ought to have been given for the said James Bevans & wife against the said Moses Brisco, therefore in that there is manifest error, and they pray that the Judgment aforesaid for that error and others being in the record and proceedings aforesaid may be reversed annulled & held entirely as void, and that they the said James Bevans & Ann his wife may be restored to all that they have lost by occasion of the said Judgment, and the said Moses Brisco may rejoin to the errors aforesaid &c. And the said Moses Brisco by his Attorney aforesaid says there is no error in the records and proceedings aforesaid or in the rendition of the judgment aforesaid, and prays likewise that the Court here may proceed to the examination as well of the record & proceedings aforesaid as of the matters aforesaid by the said James & Wife, above for errors assigned and that the said Judgment may be in all things affirmed &c. Whereupon it is ordered by the Court here that the matters in controversy between the parties aforesaid be argued & fully discussed, as well on the part of the said Moses Brisco as on the part of the said James Bevans & Wife before the Judges of the Court here &c. Thereupon further process of and upon the premises aforesaid between the parties aforesaid by consent of the said parties and their Attorneys aforesaid and by order of the Court here thereon is further continued until the first Monday of June next. **And now here** at this day, to wit, the last Monday of May, eighteen hundred and sixteen, being the day to which the Court of Appeals here, by virtue of an Act of the General Assembly in such case made & provided was changed, continued & adjourned, came again into the Court of Appeals here the parties aforesaid by their attorneys aforesaid. Whereupon as well the record and proceedings aforesaid, and the Judgment given in form aforesaid, as the matters aforesaid by the said James & Ann his wife above for errors assigned being seen and fully understood by the Court here and mature deliberation thereupon had for it appears to the Court here that there is no error either in the record and proceedings aforesaid, or in the giving Judgment aforesaid; therefore it is considered by the Court here that the Judgment aforesaid given in form aforesaid be in all things affirmed and stand in full force and effect, the said causes for error above assigned and alledged in any wise notwithstanding; and it is further considered by the Court here that the said Moses Brisco have execution against the said James Bevans & Wife, as well for the Costs and charges aforesaid as adjudged unto him in the said County Court of Kent, as also the sum of eighteen Dollars fifty one and two third cents adjudged unto the said Moses Brisco for his Costs and charges which he hath sustained by reason of the delay of the execution of the Judgment aforesaid by pretence of the prosecution of the said Appeal by them the said James & Ann his wife, of and upon the premises as aforesaid prosecuted.

Test Jas Parrott Clerk

Solomon Bussard — against — Wm Chapman, David Vickers & Wm Apsley. } **Be it Remembered** that on the last Monday of May eighteen hundred and sixteen, the Chief Justice and associate Justices of Kent County Court in pursuance of the Act of Assembly in such case made & provided transmit to the Court of appeals here the record and proceedings of a plea which was lately depending before them in said County Court, by virtue of the Justices of the peace in & for the said County of Kent, between Solomon Bussard, plaintiff, and William Chapman, David Vickers and William Apsley defendants, and wherein the said Justices of the peace rendered judgment for the said Solomon Bussard, against the said Chapman, Vickers & Apsley, and from which said Judgment the said Chapman, Vickers & Apsley, prayed the writ of the State of Maryland for the correcting of errors of and upon the Judgment aforesaid the tenor of which said Record and proceedings is in form following to wit —