water ran in 1819; that Caroline street was lower than Strawberry Alley, and the water would run through it high up; that the filling up along Alice Anna street and Caroline street was completed four or five years ago in a proper state for passing from Fleet street down to Alice Anna street. Six or seven years ago the ground from Lancaster to Alice Anna street was not yet filled up; that the fence of William Inloes was put between 1808 and 1812; that the water at high tide ran over it, and the tide was enough to break it down with ice and that it broke away at times and was kept up by repairs 7 or 8 years. And that he does not know that it remained until the city filled up; that it was before the war that he saw it last renewed; that it was a trifling affair to stop the mud; that boats could, in a smart tide, go over it, that it extended westerly about 200 or 300 feet, but not west of Spring street; that it was made of stakes driven down into the mud seven or eight inches wide and about an inch thick; that the stakes did not go up to the land, and that between them and the land there were logs which went about half a square, and about sixty feet out; that there was no wash where the logs were; that the wash ran down Caroline street to Inloes' said fence, and was by it turned westerly of the fence; that he saw Inloes repairing his fence two or three times; that Inloes said he wanted to go to Eden street to fill up his lot; that witness built houses for Inloes on Alice Anna street, west of Strawberry alley; that he knew Joshua Inloes's wharf; that the water was deep at its north and south sides, and that vessels could come up to it, carrying 7 or 8 feet depth of water; that William Hammond died in 1783 or 1784; that before he died he had sold nearly all his property; that he left a son Thomas and three daughters, and that this Thomas died, while a boy, in the year 1797. The plaintiff further offered proof by Joseph Owens, that in the year 1819, he was appointed Lety Commissioner and Port Warden, and so continued until 1825; that in 1823 the water flowed to the eastern side of Strawberry alley, above Alice Anna street and from Lancaster street, and was deep there; that he acted as Lety Commissioner under the ordinance of 1823 for filing up the cove, and under the ordinance contracted with parties for filling up to the extent as required according to the ordinance by the Commissioner of Health, the limits for the filling up were (as shown by witness on a plat, now exhibited, made by the Lety,) along the eastern side of Strawberry alley, extending northerly, but not as far westerly as between Caroline and Spring streets. Cross examined, he says that the owners of ground south of William Inloes's lot entered into contracts under the ordinance for filling up; that he does not remember that any improvements or filling up was under the ordinance of 1823, directed by the Board of Health to be made in front of the grounds on Wilks street; that he does not remember calling on Mrs. Carey as an owner of ground on Wilks street, nor on on what owners there he called; that the depositing of mud could have been seen from Wilks street; that no notice was given by any one owning lots on Wilks street not to go on with the filling up. And the defendants, to prove the issue on their part, offered in evidence the following patents, deeds and other papers, to wit:

The following is a copy of the patent of Mountany's Neck in the case of Rogers, et. al. lessees, vs. Moore.

William Fell's Patent—200 acres Mountany's Neck. Charles, &c. Know ye, that whereas William Fell, of Baltimore County, by his petition to our agents for management of land affairs within this province, did heretofore set forth that there was escheat unto us a certain tract or parcell of land, called Mountany's Neck, lying and being in the County aforesaid, originally on the thirtieth day of June, Sixteen hundred sixty three, granted unto a certain Alexander Mountany for two hundred acres, under old rent; that afterwards, on the twenty second of March sixteen hundred eighty five, a certain Samuel Wheeler and Ann, his wife, by their indenture of bargain and sale, conveyed the said land to a

certain David John, who dyed thereof, possessed intestate and without heirs, by which means, or for want of heirs of the said Alexander Mountany, or regular conveyance from the first taker up the same, is become escheat unto us as aforesaid, and the petitioner being the first discoverer thereof, humbly prayed to be admitted to its purchase, be the same escheat by the means aforesaid, or by any other ways or means whatsoever, and a special warrant to resurvey the same, with liberty of adding any vacant land that could be found thereto contiguous, and that upon return of a certificate of such resurvey, he paying our agent such reasonable price as should be agreed upon for the purchase of said escheat, and making good rights to the vacancy added, might have our letters patent of confirmation issue unto him thereon, which was granted him, and accordingly a warrant on the fourteenth day of April, seventeen hundred and thirty seven, to him for that purpose did issue. In pursuance whereof, it is certified into our Land Office, that the said tract is resurveyed, by which it appears that the same contains the exact quantity of two hundred acres of escheat land, for which the said William Fell has paid and satisfied unto Benjamin Tasker, Esq. our present Agent and Receiver for our use, the same of twenty pounds sterling, being the purchase money agreed upon for the said escheat, according to our instructions, bearing date at Annapolis the fourteenth day of June, seventeen hundred and thirty three, and registered in our Land office of our said Province. We do, therefore, in consideration thereof and other the premises, hereby give, grant, and confirm unto him, the said William Fell, all that the aforesaid tract or parcel of escheat land now resurveyed and called Mountany's Neck, lying and being in the County aforesaid: Beginning at a bounded white oak standing on the north side of the northwest branch of Patapsco river, and near the mouth of a small branch descending into the north west branch, which tree was bounded by commissioners appointed to examine witnesses concerning the bounds of the same tract of land at the place where the original beginning tree did stand, and running thence up the said north west branch and over the mouth of a cove west north west one hundred perches to a bounded red oak at or near the place whereat the second bounded tree did stand, thence north north east three hundred and twenty perches, east south east one hundred perches, and thence south south west (as expressed in the grant,) unto the beginning containing and laid out for two hundred acres, more or less, according to the certificate of resurvey thereof, taken and returned into our Land office, bearing date the twenty seventh day of April, seventeen hundred and thirty seven, and there remaining, together with all rights, profits benefits and privileges thereunto belonging, (royall mines excepted,) as also excepted the tenth clear part of all other mines which shall be found within the bounds of the said escheat land, which said tenths shall be delivered to our officers at the Patts mouth when raised. To have and to hold the same unto him, the said William Fell, his heirs and assigns forever, to be holden of us and our heirs as of our manor of Baltimore, in Baltimore County, in free and common Socage by fealty, only for all manner of services, yielding and paying therefore yearly unto us and our heirs at — receipt at the City of Saint Mary's, at the two most usual feast in the year, viz: the feast of the Annunciation of the Blessed Virgin Mary and Saint Michael the Archangel, by even and equal portions the rent of eight shillings sterling, in silver or gold, and for a fine upon every alienation of the said land, or any part or parcel thereof, one whole year's