wharf; that Joshua Inloes married his sister, and that he was apprentice to Joshua Inloes; that the wharf was up in 1795, and extended 15 or 20 feet westerly of Strawberry Alley; that Joshua Inloes had a fence from his wharf; that William Inloes's fence began about the middle of Caroline street; that he saw Inloes 6 or 7 times repair it in that number of years; that it continued 8 or 9 years; that he thinks he saw it in 1814, but will not speak positively; that the wash which went down Caroline street was turned eastwardly into Ann street about the year 1808, but that still some wash came down until a few years past; that the fence caught some of the wash; that before the fence was put there, there was no ground at the place, and afterwards there was both on the north and south side of the fence; that the muddy water would go through the fence; that at low tides the fence was bare; that when the fence was put up it was about three feet above the ground; that when witness last saw it, it was eighteen inches above the ground at low tides; that Chapman in 1826 or 1827 built the ware house marked on the plat.—

And the defendants further offered evidence by Peter Foy, that he was a member of the Board of Health from the year 1818 to the year 1825; that the filling up of the cove was not completed till last year; that in 1814 or 15 a part of the filling on Lancaster street was completed; that the square in dispute has been enclosed 6 or 7 years; that Chapman's glass house was built in 1826 or 1827; that 18 months or 2 years afterwards the water was expelled from the square by the discharge from the Mud Machine, and then water was let in and run over the sediment so as to spread it, which was done by the City authorities; that witness went with the City Commissioners under the ordinance of 1823, to owners of ground on Bond street for making contracts under the ordinance, but that he does not remember to whom he went, and all asked signed but Inloes, but he said it was not a nuisance for his lot did not want it; that Joshua Inloes' wharf stood about 1794—5 or 6; that it ran out 50 or 60 feet westerly of Strawberry alley; that he saw William Inloes put a fence or some contrivance about 1808 or 9 in rear of his Inloes' lot, to catch the sediment, or that the fence was made by driving down stakes of 1 or 1½ inch stuff into logs or scantling, or something; that the stakes were there a number of years; saw some of them in 1825; the tops of them they contributed to impede the course of the sediment north and south of Alice Anna street; the ground was bare at low tides; common tides covered it, and ten or twelve years ago the water flowed over the ground above Alice Anna street; the ground is considerably lower than the beds of the streets. Inloes has been claiming title the ground as it made, and claimed as owner of the lot under his father, and to be entitled to follow the water.— The wash down Caroline street was over flat ground after leaving Fleet street, and then spread; that he does not know whether the fence was kept up in 1813 or 1814; that he passed after where he might have seen it if he had looked; that any person could have seen it from Wilk street; does not recollect taking notice of it.—

The defendants further offered evidence by Walter Frazier, that he began to work on the Mud Machine in 1818 and continued to 1841; that in 1818 the mud was depositing on Lancaster street, and that up Harford street for a distance there was firm land; that at that time the tide went up back of William Inloes's ground, and that a gap for boats was left in Spring street at Lancaster street; that he saw Inloes's fence in 1818 and in 1825 or 26, the last year of the filling up, and that in 1825 there was firm land along it on Inloes' lot. It was made of stakes driven down, and could have been seen from Wilk street by any person looking at it; has seen Inloes repairing the fence somewhere

about Caroline street; that William Inloes always claimed to go to Harford Run, and said his father's deed would carry him to Jones's Falls; that Inloes fence stopped the wash. There was a fence as far as Eden street; witness saw it when he was filling up at Eden street; that in 1819 there was firm land at corner of Bond and Lancaster streets; that witness used to cut grass there; that the square above Alice Anna street between Eden and Caroline street were covered with water after the lower squares were filled up. Cross examined he says, that the square in dispute was enclosed 8 or 10 years ago, and that the fence was put around it after the filling up was finished; that Inloes's fence began on the east side of Caroline street and ran west of it; that the first time he saw it was in 1817 or 1818; that it was made of stakes driven down and boards nailed to it; that in 1819 there was no attention paid to it, as the ground was filling up; that the stakes when he first saw the fence were broken off, and were then some two or three feet apart; that in 1818 the stakes were three feet above the mud, and that when the lot was filled up it was filled three or four feet above the tops of the stakes.—

And the defendants further offered evidence by Abraham Parks, that he remembers that about 30 years ago Inloes's fence was first done; that witness was in the business of hauling dirt and gravel and asked Inloes's leave to throw out dirt and stones on his lot; that the lot went out then, which was about 20 years ago, pretty far; does not know whether it was high ground beyond Caroline street; that it was dry a good smart place beyond Caroline street. That he speaks of the street (Alice Anna street) west of Caroline street as dry about 100 feet out; he got permission of Inloes before the war to cast dirt and stone along his fence and did so; he had the filling up of the street Alice Anna, and hauled a good many loads to it after he got Inloes' permission; that the fence was up then; that Inloes's fence was repaired from time to time.—

The defendants further offered evidence by Alexander J. Bouldin, Surveyor of Baltimore County, that he executed a special warrant as for vacancy in the year 1836 for a piece of ground, including the ground now in question, issued to James Tracy and the heirs of John Hammond, and returned the survey to the land office.—

And the plaintiffs thereupon further to prove the issue on their part, offered evidence by said Bouldin that the ground now in question was not yet enclosed in the ——— August 1836, and that William Inloes claimed the ground now claimed by him, on the ground, as he stated, that he had a right to follow the water and to go wherever the water went.—

And the plaintiff further offered testimony by ——— Abbott, that one Spencer made a fence with stakes driven down beyond Spring street, and that was in his opinion the fence mentioned in Frazier's testimony, as extending to Eden street from Spring street.—

And the plaintiff further offered to prove by said Bouldin, that at all times while the ground was making in the cove it was the prevalent opinion in that neighborhood that the title to the ground making by nature or artificially, was in the state or the city, and not in any owners of any of the banks of the cove. But to admission of this testimony the defendant objected, and the Court refused to admit the same to be given. To which opinion and refusal of the Court, the plaintiff excepted, and prays the Court here to sign and seal this bill of exceptions which is ac-