patent of Mountenay's Neck gives no title to the lessors of the plaintiffs to the lot of ground for which the defendants have taken the defence on the platts.

Second. That if the jury find the existence of the grants of Long Island Point and Island Point, offered in evidence by the defendants, and that the location of the first tract of those is as made by defendants, and the location of the latter is according to either of the locations of the same as made by the defendants, and if they also find that in 1734, when the survey of said latter grant was made and the patent granted, the water of the Patapsco ran up to and adjoined the line of said tract, according to one of the locations thereof aforesaid, that is to say the line from red K. to red L. or run east of that line, that then the defendants and those under whom they claim, were as between themselves and the lessors of the plaintiffs, and those under whom they claim, the elder riparian owners of the water lots on Bond Street in front of which the lots now in controversy included within the defendants defence on the platts in the cause to the ownership of the plaintiffs of the lots on Wilks Street, and if the jury find these facts, then the plaintiffs are not entitled to recover.

Fourth. If the jury find that the tracts of land aforesaid, "Bold Nature," Long Island Point, and Island Point and Fell's Prospect, were granted as offered in evidence by defendants, and that the locations thereof as made by the defendants are correct; and if they also find that the defendants and those under whom they claim, have from the year 1795 to the present time, been claiming and being in possession of the lots on Bond Street, numbered from 5 to 9, and those lots are located on the platts in the cause, and always claimed the right to improve their said lots by extending them into the water, under the authority of the act of Maryland of 1745, ch 9, and to be entitled to the land which might be so made out of the water in front of said lots, and if the jury further find that one of the owners of said lots, that is lot No. 5, in the year 1795, extended the front of his said lot from D. to L. claiming to have the right to do so as aforesaid, and took possession thereof, and he and those claiming under him ever since exclusively held and owned the same as the fee simple owners thereof. And if they further find that afterwards in the assertion of the same right, the defendant, Illoes, claiming to have the right to do so, and to be entitled to the land which might be made by him in front of the said lot owned by him, erected the fence from B. to C.

in the rear of the said lot No. 5, for the avowed purpose, by means thereof to intercept all the wash or sediment which from any cause might come down against the said fence, and to cause the same to settle there, and convert the water there then into land, as a part and parcel of said lot No. 5 extended, and also throughout openly declared that he had and claimed the right, if the city would permit it, and would, as soon as they did permit it, carry and extend his said lot over and across Eden Street and as far as Canal Street, and if they also find that when said fence was so as aforesaid made by Illoes, the City of Baltimore had passed its ordinance of the 1st of May, 1801, given in evidence by defendants, and if they find that from time to time, the washings and sediments aforesaid settled in and along said fence from P. to Q. so as to make portions of the same dry land as late as 1810, and that as soon as the same became land, the same was taken possession of by Illoes, claiming title to the same, and using it absolutely as his own. And if they further find that for the like purpose of making the whole of his said lot to extend to the limits of said fence, he caused dirt from time to time, from 1805 to 1818, to be hauled and deposited along the same, and in that way, with the aid of the washings deposited in the same place, to convert the same into land, and that as the same was so made he took possession thereof and used and claimed title to the use of the same. And if they further find that the City afterwards passed the ordinances of the 24th March 1813, 25th March 1814, 25th May 1816, 11th March, 1823 and 13th of April, 1826. And if they also find that the City acted under said ordinances, and went on from time to time to make the improvements contemplated by the same in that part of the property on the platt which lies between Lancaster and Alice Anna Street in the north and south, and Canal Street on the west, and Bond Street on the east, to and with the aid and at the expense as far as the same was charged to individuals of the defendants, and those under whom they claim on account of the lots aforesaid on Bond Street. And if they further find that as soon as the said ground was made by all those conjoint means, and from time to time as the same was made, the defendants, or those under whom they claim, took adversary possession of each and every part thereof lying annexed to and in front of their said several lots on Bond Street, and that as streets were opened over and across to them, they paid the assessment upon said property, levied by the City authorities for the making of such streets, and they also paid all the other taxes which have been levied upon said property since the same was made, and always during all of said period claiming title to said property, and being in the adversary use and possession thereof. And if they further find that during the said period the said defendants, and those under whom they claim, always asserted their right to extend their said lots on Bond Street east to Canal Street, and that such claim of right and such possession of the property as was from time to time taken by them, and such means as were adopted by them to make such extensions, were all notorious and well known to the lessors of the plaintiffs. And if they further find that plaintiff, or those under whom she claimed, never claimed or asserted her or their right to extend her said lot on Wilks Street further than Alice Anna Street, and never gave any notice to the defendants or those under whom they claim, that when the particular property in dispute should by them, at their expense, be made, that she would claim title to the same, or in manner