that it was not a part of his business to repair the pales but that he directed it to be done by the managers.

The Plaintiff then offered to prove by said Smith that he the plaintiff was the owner of a large body of Land around said Mill and that he was accustomed to grind his grain paid on said Land at said Mill for his Cattle & horses as well as for the use of his hands & family and that in consequence of the stoppage of said Mill he had been Compelled to Carry his grain to another Mill at a greater distance and he Offered to show the cost of such increased transportation as a part of the damages sustained by him to the admissibility of which evidence the defendant objected for that purpose but the Court overruled the objection and admitted the evidence to go to the Jury and the defendant excepted and prayed the Court to sign this his Bill of exceptions which is done this day of

Nicho Brewer Seal

Circuit Judge.

After the evidence offered in the first exception which by agreement is made a part of this exception the plaintiff Offered to prove that the fence was put up in the usual way and was an obstruction to the repairing the breaches in the pale, that the Witness Could not say it prevented the plaintiff from repairing the pale but it did obstruct him in so doing that he tried if the pails Could be removed in Several places some were tight and others Could be readily taken out that between the Panel opposite to the breach that occured early in May 1857 and found the pails so tight that they Could not be readily removed, that it was no part of the business of said Witness to repair said pale, and thereupon the defendant to sustain the issue joined on his part prayed to the Jury the deed from Charles Carroll of Carrollton to Emily Mac Tavish, and also the deed from Emily Mac Tavish to the defendant.

The foreswing is the Copy of the deed from Charles Carroll of Carrollton to Emily McTavish, to wit:

This Indenture made this tenth day of September in the year of our Lord one thousand eight hundred and thirty one between Charles Carroll of Carrollton Esquire of Doughoregan Manor in the County of Anne Arundel in the State of Maryland of the one part and Emily Mac Tavish his Grand-daughter, and the wife of John McTavish Esquire now residing on said Doughoregan Manor in the County and State aforesaid of the other part. Witnesseth that the said Charles Carroll of Carrollton for and in consideration of the natural love and affection which he hath and bears unto his said Grand-daughter the said Emily McTavish and to make a further provision for her and her family hath Covenanted and by these presents doth hereby Covenant to and with the said Emily McTavish her heirs and assigns, to stand and be seized of and in all that part and parcel of Doughoregan Manor in Anne Arundel County in the State of Maryland aforesaid and of the lands adjoining and held by him which by order of him the said Charles Carroll of Carrollton has been lately surveyed by Robert Alcock and laid off

in a plott and is contained within the following Metes and bounds viz Beginning at a stone planted & marked A on the line of said Doughoregan Manor and adjoining Edward Sylvesters land and running South sixty five degrees East three hundred and eighty four perches thence South thirty three and three quarter degrees East three hundred and seventy six perches, thence South fifty five degrees West thirty four perches thence South eighty degrees West seventy three perches, thence South sixty four degrees West fifty three perches South forty six degrees West thirty nine perches thence South thirty degrees East forty four perches thence South sixty nine degrees West one hundred and seventy eight perches thence South thirty two degrees West one hundred and seventy perches, thence West one hundred and sixty perches, thence South one and half degrees West one hundred and twenty seven perches, then to the beginning Containing altogether one thousand Acres be the same more or less and being a part of said Doughoregan Manor known by the name of the Folly quarter with about seven hundred acres of land as above added to the said Folly quarter and making in all One thousand acres more or less together with all the buildings and improvements of every description thereupon erected and also an unrestricted right of way along all the roads whether private or public which are now used in going to or from the said premises and particularly the road leading therefrom to the Mill the private turnpike and the road leading by Miles Quarter directly to the great Frederick Turnpike To the use of himself the said Charles Carroll for and during the time of his natural life, without impeachment of waste, and from and immediately after his death to the use of the said Emily McTavish her heirs Executors and assigns Forever. In witness whereof the said Charles Carroll of Carrollton hath hereunto set his hand and affixed his seal the day and year hereinbefore written.

Signed sealed and delivered in the presence of — The words degrees being fifteen times interlined & the courses & distances of the land &c Allen Thomas — Thos R. Dorsey

Ch Carroll of Carrollton Seal

Maryland Anne Arundel County Sct.

Be it remembered and it is hereby certified that on the tenth day of September in the Year of our Lord One thousand eight hundred and thirty one personally appeared Charles Carroll of Carrollton the Eger party named in the foregoing instrument of writing before me the subscriber Chief Justice of the third Judicial District of the State of Maryland and acknowledged the said foregoing instrument to be his act and deed to and for the uses intended and purposes therein expressed

Thos R. Dorsey

The foregoing is a copy of the deed from John McTavish and Emily Mac Tavish to Charles Carroll Mac Tavish, to wit,

This Indenture Made this tenth day of