less. The said land being part of the parcel of land heretofore sold not conveyed by said William Haney to said Elijah Kelly Miller who now having sold the same to the said parties of the second part the in this conveyance in order to remedy all his interest and claim therein

And the said parties of the 1st part covenant that they are warrant specially the property hereby conveyed as that they have executed such further assurances as may be requisite.

Witness our Hands and Seals

Test
G W Dobbins
Hugh L Bruce

W Haney (Seal)
E Haney (Seal)
L Metzmiller (Seal)
Maryand Metzmiller (Seal)

State of Maryland Allegany County to wit

I hereby certify that on this 18 day of July in the year 1858 before the subscriber a justice of the peace of the State aforesaid in and for the County aforesaid personally appeared William Haney and Elizabeth Haney his wife Lloyd Metzmiller and Maryand Metzmiller wife of the said Lloyd and did each acknowledge the aforegoing deed to be their respective act.

Nathaniel W Haney J P

To the admissibility of which deed the plaintiffs by their Counsel objected but the Court overruled the said objection and permitted said deed to be read to the jury to which ruling of the Court the plaintiff by their Counsel by leave to except and pray the Court to sign and seal this his Bill of Exceptions which is accordingly done this 19 Oct 1858.

Thomas Perry (Seal)

In addition to the Evidence offered in the aforegoing Bill of Exceptions the defendants offered Thomas Deneen who is one of the Counsel for the defendants in the case and engaged in the trial of said case at the Bar now and at the request of the Counsel of the plaintiff the said Deneen was sworn upon his voir dire and to questions propounded said he had made no fee arrangement whatever in the case that he was employed by Henry Bruce his associate Counsel and had no other fee arrangement, the plaintiffs Counsel then asked Henry Bruce to be sworn, who was sworn to the Court and stated that he had made no fee arrangement with some of the defendants and others which the fees of Counsel owed to lawyer of the successful defending the said case and that Mr Deneen had participate in such benefit or increase fee in case of success. The witness thereupon delivered to Henry Bruce a Retainer Fee money to wit.

To do hereby release and discharge Henry Bruce Ferdinand Singer Isaac Mineland James W Abernathy Simon Amier and Jacob Potter and each of them from the payment of said compensation

to me whatever as Counsel in the trial of the case of Barbe Pebber Lessee against William Haney and others in the Docket of the Circuit Court for Allegany County to Oct Term 1858.

Witness my hand and seal this 19 day of Oct 1858.

Thomas Deneen (Seal)

The Counsel of the plaintiffs objected to the competency of the witness but the Court admitted the testimony of said witness as permitted him to testify to the Jury to which ruling of the Court the plaintiffs by their Counsel by leave to except and pray the Court to sign and seal this their Bill of Exceptions which is accordingly done this 19 Oct 1858

Thomas Perry (Seal)

The defendants then further proved by George Smith a Mechanic an competent witness that in the Winter of 1852 & 3 Bruce & Barnum was living in Elk Garden and sent for him William Hinman and at that time living with his Stepdad, Stephen was Hinmans tenant or manager Hinman being an unmarried man without any family and was living in Elk Garden Hinman sent for me to run the lines of Elk Garden and employed me to run them. I ran the Eastern lines next to the adjoining lots Hinman built another House in Elk Garden South of the 1st house Hinman built to Larry Mullen's houses. Stephen lived in Elk Garden as the tenant of Bruce & Barnum until the death of Hinman and then went off leaving with him everything he owned. The improvements which Stephen had made near the House he occupied was not more than ten acres of cleared lands it was under fence and enclosed. There was another improvement in Elk Garden made by Hinman and called Hinmans improvement near the time which he built between ten and 20 acres this was also fenced and enclosed, Hinman then owned also some 30 or 40 acres in enclosed ground in Elk Garden by saw Hinman did not claim so far as my knowledge extends Hinman took Stephen to live with him at the new House, Elk Garden was a tract of Land the land of Well mostly timber land. It is situated on the North Branch about two miles from the head of the Potomac Hinman made a Road from Stephens improvements to Hinmans improvements there was no person in the Town that I knew aware of any Hinmans Life except Stephen and a man named Hinman who was also Hinmans tenant I think was not there at the time of Hinmans death and I do not think any person was except Stephen and he left immediately on the death of Hinman I was in Elk Garden very little after Hinmans death I was there once or twice hunting.

Hinman whilst in possession claimed the whole tract and charged the same from Elk Garden and called it Hinmans Island. Hinman expended a good deal of money on the land in making the improvements I have spoken of