hundred and fifty, between Nicholas Popplein, junior, and Susanna, his wife, of the first part, and George H. Berry of the second part. (Recorded Oct. 22nd, 1856.)

Consideration, seven hundred and twenty five dollars and ten cents, lawful money, convey all that piece or parcel of ground, known as "Howard's Timber Neck," and described as follows:— (thence follows a description of the property)

To have and to hold the said lot of ground and appurtenances unto the said George H. Berry, &c., covenant promise and agree to, and with the said George H. Berry, &c., any interest in said lot unto the said George H. Berry, his heirs and assigns, will warrant, and by these presents, defend and will execute and deliver, or cause to be done, such further act or acts in law, as may be necessary or reasonably advised to be so, for the further confirmation of these presents.

The description in deed from Robert Armstrong, et al., trustees to Nicholas Popleins, Dec. 24, 1845, A.W.B. 267, fol. 65, and in deed from Nicholas Popleins, Jr., and wife, to George H. Berry, the plaintiff, Sep. 16th, 1850, E.W. No. 114, fol. 351, &c., is the same, and is as follows:

Beginning for the same on the line of the southeast side of Lee street, at the distance of three hundred and forty feet southwestwardly from the corner formed by the intersection of the southwest side of Warner street, and the southeast side of Lee street, and running thence southeastwardly at right angles to Lee street, ninty five feet to an alley twenty feet in width, thence southwestwardly bending on that alley thirty two feet, (with use and privilege of same) thence northwestwardly at right angles again to Lee street, ninty five feet, more or less, and thence eastwardly, or northeastwardly, binding on Lee street, thirty two feet, to the place of beginning. Said deed having been left for record on the 24th, day of October, 1856, which

said copy was read to the jury, subject to exceptions. The plaintiff then recalled the witness, William J. Flaherty, who testified as follows:

I made this plat (referring to one previously spoken of by him) from actual surveys, made from abstracts or extract of a deed from N. Popleins to George H. Berry, dated 16th. September 1850, and recorded in Liber E.W. No. 114, folio 351, etc; the descriptions in the nar. conforms precisely to the description in said deed; it was admitted by deft's attys, that the description in the nar. is the same as that of the lot located by witness, Flaherty, and described in the deed from Popleins to Berry; further, said witness saith not.

Elizabeth Derwart, a competent witness, was then called by the plaintiff, and after being duly sworn, testified as follows:

I am the wife of John Derwart, and I am one of the defendants in this cause, and one of the parties who formerly occupied the property in dispute.

Plaintiff then propounded to the witness this question: When did you go into possession of this property in dispute, and under what circumstances?

To the propounding of which said question to the said witness, (the pltff's atty adding that the object in seeking to elicit an answer to the question, was to show that there had been no adverse claim or possession by said defendant,) and to her answer as to occupation next preceding the same.

The defendants, by their counsel, objected, and the Court sustained said objection, and refused to allow said question to be propounded to the said witness and said evidence to go to the jury, to which ruling of the Court and its refusal to allow said question to be propounded to the witness, the plaintiff, by his attorney, excepted, and prayed the Court to sign and seal this bill of exceptions; which is accordingly done,