Plaintiff's attorney then propounded to the said witness, Dr. Wm. H. Keener, the following question:

"At what time were you on the premises in dispute; what were you doing there, and who was then in possession; state the circumstances under which said property was in such possession?"

Plaintiff's attorney stating to the Court at the time, that they expected to follow this up with proof by the witness, Dr. Wm. H. Keener, that there was no possession adverse to the plaintiff, and that there was no possession of the lot in controversy adverse to the plaintiff, and that both of the defendants in this action, who were then living on the property, disclaimed any adverse title to the lot in controversy, and that this was in 1867.

To the propounding of which question to said witness, the defendants, by their attorney, objected, and the Court refused to allow said question to be propounded to said witness, and refused to allow the evidence proposed to be offered to be given to the jury, to which ruling of the Court in refusing to allow said question to be propounded to said witness, and in refusing to allow the evidence proposed to be offered to go to the jury and to be given in evidence, the plaintiff, by his attorney, excepted, and prays the Court to sign and seal this bill of exceptions; which is accordingly done, this 18th. day of December, A.D., 1879.

Rich^d. Grason, [Seal]

Geo. Gellott, [Seal]

After the taking of the above bill of exceptions, the said witness, Dr. Wm. H. Keener, testified as follows:

Those bills shown the Court were mostly paid by my father; I thought I owned it, and I never discovered until later that that property was held by Mrs Dewart; these tax bills paid by my father were got from among his private papers; I was his executor and settled up his estate; he is now deceased. On being asked by defts's atty. why he, the witness, paid taxes on said lot after his decd in 1861, he said he did not know why.

In order to sustain further the issues on his part, the Plff., George H. Berry was then duly sworn and testified as follows:

I am the plaintiff in this cause; I got title to the property in dispute in 1850; I first became aware in 1876, that persons were in possession of the property in dispute; John Dewart and his wife were then in possession.

The plaintiff then offered to give in evidence the following notice, which he stated he gave at a sale of the property in dispute in 1876.

Notice.

Notice is hereby given, that under and by virtue of a deed from Nicholas Poplein, Jr., to me, dated the 16th. day of September, 1850, and recorded among the Land Records of Baltimore City, in Liber D.D., No. 114, fo. 351, &c., I claim the sole and exclusive right to the lot and premises now offered for sale by M. Burns Trendle, Esq.; that John Dewart entered [entered] and built upon the same without my knowledge or assent, and had no manner of license or authority so to do, and that the purchaser at this sale will have become such with this special notice of the absence of all title in Dewart, and any claiming by, through, from or under him, it being my purpose to institute legal proceedings, by ejectment or otherwise in assertion of my right. The record of my deed aforesaid was notice of my title to all. No notice was given me of the lien claimed, or to be claimed.

April 8th, 1876. Geo. H. Berry

And defendants' attorneys objected to said notice being given in evidence, and read to the jury, and the Court sustained the objection, and refused to allow said notice to be offered in evidence, and read to the jury, to which ruling of the Court, and to the refusal of the Court to allow said notice to be read to the jury, and to allow said evidence to be offered to the jury, that the plaintiff claimed title to said property in dispute, the plaintiff, by his attorney, excepted, and prays the Court to sign and seal this bill of exceptions, which