the defendant from Nick Haight, offered in evidence, if the Court finds the execution of the same, the point where the said first line and the first line of the conveyance of the strip of land from Davis to Boyce mentioned in said conveyance, and offered in evidence meet and intersect is a call, and under said conveyance to the defendant he can establish no title beyond a straight line drawn from the stone the commencement of defendants conveyance if the Court finds the location of the same to said point intersection; if the Court can locate the same from the evidence before it.

Indorsed.

Granted.

The Court rejected the plaintiff's prayers and granted those of the defendant, to which rejection of his prayers, and each of them, and to which granting of the defendants prayers and each of them, the plaintiff excepted, and prayed the Court to sign and seal this, his bill of exceptions, which is accordingly done this 18th day of September, 1888.

Oliver Miller.

State of Maryland,
Howard County, Sct.

I hereby certify that the aforegoing is truly taken from the record of proceedings of the Circuit Court for Howard County in the therein entitled cause.

In testimony whereof I hereto set my hand and affix the seal of

the Circuit Court for Howard County this 20th day of December A.D. 1888.

(Seal & Place)

J. H. Owings,
Clerk.

The plats called for in the bill of exceptions are not incorporated in this record, but are by agreement of Counsel to be produced at the trial in the Court of Appeals.

Test:

J. H. Owings,
Clerk.

And now come into the Court of Appeals here, as well the said Henry Winter by Wm. A. Hammond & A. W. Machen Esqrs. his Attorneys as the said John C. White by Henry E. Wootton Esq. his Attorney and thereupon, on motion of the said John C. White by his Attorney aforesaid, it is ruled by the Court here, that the said Henry Winter assign the errors in the Record of Proceedings aforesaid, or in the giving the judgment aforesaid, so as aforesaid brought before the Court of Appeals here for correcting the errors supposed to be therein, or judgment by the Court of Appeals here will be entered against him in default thereof: and the said Henry Winter by his Attorneys aforesaid, says that in the Record of Proceedings aforesaid, and also in the giving of judgment aforesaid, there is manifest error in this, to wit: that by the Record aforesaid, it appears that the judgment aforesaid, in the plea aforesaid given, was given for the said