for about 60 years always shewed as the property of Mr Moale and of them
persons whom he claims as parents remembers very well John Moale the father
of Randolph Moale who was the owner of the land when deponent first shewed
it Deponents father sented a portion of the land from John Moale and
to attend in person to receive his seats the property which Deponent has
above spoken of as owned by John Moale was bounded as follows, on
the West by the Patapsco on the South by a Lot owned by Stephen Delany or
under his management on the East by a Lot of the late Thomas Crosby
and by a Lot of the late Christopher Hughes and by a Lot belonging to
the estate of the late Captain John Hodges which lies North of Hughes
Lot and runs to a Lot belonging to John S Gittings and bounded on the North
by the Lot of Mr Van Pebber these are the boundaries of Mr Moales property
as he has always understood them, Deponent knows Randolph Moale
Hughes was in the Morning and has always understood it that island
on Mr Moales property never understood there was any tract between Mr Moales
lines down the middle branch of the Patapsco always understood that he saw to the
water and cared the stand thus the island between Margaretts Hughes Deponent
after stood on it and shot ducks on it as long back as 50 years ago and it
then contained nearly 1/2 an acre of land and was covered with somebody fund very
thick and closely set so in summer time it was hardly possible to creep through it
then on the island there was a peculiar kind of dust valuable for making Grand
Brick and a great number of loads were taken away some sold to Mr Moale
and Frederick and others carted away by the boats and in this way the island
has almost entirely disappeared the larger part has washed away and not stolen
or taken away never within his knowledge has there been any cultivation but the
signs of cultivation are still visible and more visible formerly than now.
Cross Examinated Did not shew Jacob Giles of his own knowledge has
often heard of him that Mr Moales obtained the sod from the Giles
and he does not shew whether by conveyance or from or the metes and bounds of the
land which Mr Moales got from Jacob Giles however shewn Mr Moales obtained
any of these lands from any one other than the Giles Deponent knows lands
adjoining those Mr Moales acquired of the Giles and does not correctly
shew the exact courses and distances or lines of his own possessions under
the Giles the land as he knows under the Giles was enclosed when he
bought them some 30 years ago and he has held them by those
lines ever since the Savages about which he has testified in chief
as being the property of Randolph H Moale and of which he has
mentioned the boundaries. He does not shew to be Mr
Moales except that he always understood them so to be, he
never saw them run and surveyed, and the property belonging
unto others who claimed under Giles was enclosed, except
the 4 in a lot described as belonging to Hodges and the lands claimed
by Mr Moale, and any thing except the enclosed land Hodges lot was considered as
belonging to and claimed and owned by Mr Moales, Deponent is not able from any actual
knowledge of his own to specify Mr Moales boundaries except the enclosed lots the balance he
understood to be Mr Moales Van Pebbers lot spoken of was not enclosed when cleared by blind
Davis not enumerated, but being cleared enclosed he does not shew as before
today, he has not been as he thinks upon Moales point or Margaretts

house for 20 years, and he thinks Van Pebbers lot has not been
enclosed for twenty years or more - does not shew of his own
knowledge that Mr Moale sold any land from that island spoken
of in his examination in chief and Defendant being asked for the
foundation of his belief that Mr Moale made such sales - answers
and states away from that Mr Moale told deponent himself such
statements were made by him to him some 10 or 12 years ago, respecting
having sold at the price of one dollar a cart load to Mr
Gus Warner to Mr Christopher Hughes and perhaps to some
others,

Alexr Gould

State of Maryland Ss, Baltimore County.

November 28th 1856. I hereby certify that the above depositions
were taken respectively before me the subscriber a justice of the peace
in and for the City of Baltimore in presence of and by consent of the
respective Counsel in the above case on the day and year first
written,

Wm H Hayward

Justice of the peace of the State of Maryland and for the City of Baltimore

State of Maryland City of Baltimore to wit, Be it remembered and it
is hereby certified that in pursuance of our Order of the Judge of the
Land Office of Maryland passed in the matter of the Caveat of
John S Gittings and others to
application and return of Randolph
H Moale for resurvey of land
called Moales Security and addition
of Vacancy thereto

In the Land Office for the
taking of depositions,

I Augustus H Penniman Justice of the peace of the
State of Maryland in and for the City of Baltimore did on
the 28 day of June in the year eighteen hundred and fifty
six attend upon the grounds and lands specified in said
proceedings, and those adjacent thereto; the said Caveators
being there and there present by George H Williams their
attorney and said Randolph H Moale by Jas G Brewer
his attorney and by consent, and in the presence of said
parties and of Gilbert S Bry Surveyor of Baltimore City did
take the depositions of the following Witnesses produced on the
part of the said Caveators having first duly sworn each and
every one of them, according to law upon the Holy Evangels of
Almighty God,

Ephraim Nash being duly sworn by the Surveyor and also
by the Justice of the peace upon the ground deposes and says
that he is aged seventy five years on the 8th day of December
next - and he then proceeded to point out the island called
for in the patent of Hollow Court (and which the Surveyor
is to note on the plat and locate) he further states that
he has known said premises (which he here points out to