

laid out into lots, and annexed to *Baltimore-town*, &c. He prayed a law authorising other parts of the said tract to be laid out into lots, &c. The commissioners of *Baltimore-town* were therefore required to cause the said tract of land to be surveyed and laid out into lots, &c. at the proper cost and expense of the said *Howard*, &c. The plaintiff also read in evidence the original location of said addition, made in pursuance of said law, from the original record filed in the Mayor's office of the city of *Baltimore*; and offered evidence to prove, that lot No. 687 in the said addition, on the said plot, is the same lot for which the present ejectment is brought. He also read in evidence a deed from *John Eager Howard*, in the said act mentioned, to *Henry Didier*, for the said lot, dated the 8th of October 1792; and also a deed for the said lot from *Didier* to *Aquila Brown*, dated the 15th of April 1795. He also offered in evidence, that *Brown*, in the said deed mentioned, was a person using trade and commerce at the city of *Baltimore* on the 19th of February 1802, and indebted to *Norris* in a sum exceeding \$2000, and that *Norris* sued out a writ of *capias ad respondendum* against *Brown*, to recover said debt, on the 22d of February 1802; and produced and showed to the court the petition, commission, qualification, depositions and proceedings, before the commission of bankruptcy, and their judgment thereon; and read to the jury the judgment of the commissioners to prove, that *Brown* had committed an act of bankruptcy before the commission issued; and further read in evidence the appointment and qualification of the assignees under the proceedings of bankruptcy; and read in evidence the deed from the commissioners to the assignees, the lessors of the plaintiff, bearing date the 23d of February 1802; and offered evidence to prove, that the commissioners in the said deed mentioned were the same persons appointed under the commission of bankruptcy; and that the lessors of the plaintiff, and the grantees in that deed named, are the assignees under the said commission, and no other or different. The defendant then offered to prove, that the debt of *Norris* was not payable at the time of issuing the writ by him against *Brown*. The court, upon the prayer of the plaintiff, directed the jury, that if they believed the debt from *Brown* to *Norris* was due and payable at the time of issuing the *capias ad respondendum*, in the name of *Norris* against *Brown*; and also if they believed the evidence offered by the plaintiff, that then

1810.

Wood
vs
Grundy &c.