

benefit of the town and sold by the bailiff to the highest bidder, and the proceeds, except fifteen cents for every goose and thirty cents for every swine, which shall be retained by the bailiff for his trouble, shall be accounted for and paid to the said commissioners; and any person who shall keep any geese or swine, (except in pens or enclosures,) or shall wilfully suffer them to go at large within said town, shall forfeit the sum of seventy-five cents for every goose and two dollars for every swine so kept or going at large.

81. All fines, penalties and forfeitures herein imposed for the violation of the charter of the town of Easton, or imposed by any ordinance of said town, may be recovered before any justice of the peace for Talbot county, in the name of said commissioners, as small debts are recovered, and shall be applied to the repair and support of the market house, and the repair or purchase of scales, weights and measures, or otherwise, in the discretion of the commissioners, for the benefit of said town.

ELECTIONS.

82. Talbot county is divided into five election districts, according to their present bounds and limits, and elections shall be held in each district at the place heretofore established by law for that purpose.

FENCES.

83. Wherever joint fences have or may be established in said county for the mutual advantage of owners of adjoining lands, each shall keep in good repair his respective proportion thereof in the manner following, that is to say: all post and rail or plank fences shall be at least four feet and a half high, and all worm or other fences shall be at least five feet high, the distance in any case to be computed from the ground or base of any embankment on which the same may be placed.

84. If either of the parties making or keeping a joint fence shall refuse or delay to repair his proportion thereof within twenty days after notice in writing given to him or his agent, upon proof thereof before a justice of the peace, the justice may, under his hand and seal, authorize the party aggrieved to repair said fence, and for so doing he shall be reimbursed all costs and reasonable expenses necessarily incurred, to be recovered from the party so refusing and delaying, in the manner debts of a like amount are recoverable, and he shall have a lien on the adjacent