went to town on the morning after the house was broken.

And the plaintiff to support the issue on her part, further gave in evidence by the testimony of Joshua Hockey, that the defendant Harryman told this Witness, that he, Harryman, was summoned to go to Mr. Hall's in search of Mr. Kilbourn, that he, Harryman, went on the County road as far as the road leading to the house, and said, that if they had taken Kilbourn, they would have brought him back with them, as far as Smyzers, and then let him go - that he did not want to take him.

And the plaintiff further to support the issues on her part, gave in evidence to the Jury, by the testimony of George Clough, that early in the morning of the third of January, 1832, Mrs Hall, the plaintiff, came to the house of Witness, and boarded with Witness about a week, until she got her things from the house which she had left - that this Witness went with her up to the house for her things, a few days after the second day of January, 1832 - that Thomas L. Hall was there - that Hall would not suffer the Witness to take away or the plaintiff all the corn on the place, but that he kept more than half of it - that after Mrs Hall got her things down, she boarded herself and her children, and lived in a part of the house in which Witness lived, and which had not been rented to Witness but which was held by Kilbourn, who had rented the whole house from Mark Grafton, and based to this Witness the part which he occupied - that Mrs Hall paid Witness for her board, and that of her children while with him - that Mr Hall, the plaintiff, brought down to the place where Witness lived, her cows and hogs and two horses. Upon cross examination, this Witness Clough, testified, that Thomas L. Hall came to his house on Sunday, the first day of January 1832, while Mr Hall the plaintiff, was there, and told Witness that he had taken possession of the place, and fixed things to his liking - he asked for his authority, and he showed a power of attorney - that said Hall came to Witness' house afterwards when her hogs were killed, that the said Thomas L. Hall never solicited Mrs Hall, the plaintiff to return to the house which she had left - that Kilbourn was at the house of Witness on Friday night before the alleged trespass was committed, and went away and returned and left Witness's house on Saturday morning before day for Baltimore - that he, Kilbourn had been gone about two hours when Mrs Hall went on to Baltimore - Kilbourn was at Witness' house on Sunday evening, the first day of January, 1832, and he went away - Witness supposes that he was in Baltimore on Monday evening, and that he was in Baltimore while Mrs Hall remained at the house occupied by Witness - that Witness went with Mrs Hall, the Plaintiff, to her house, (the same house upon the alleged trespass and afterwards committed) on the night of Sunday, the first day of January 1832 - that Thomas L. Hall was not there, and the door of the house was neither locked nor latched. That Witness left Mrs Hall and her children in the house on that night - that Mrs Hall's son, Elbridge G. Hall went to town with her on Tuesday morning after the alleged trespass

was committed - that he was present at Smyzers on the 30th Dec. 1831 when Kilbourn appeared before Worthington, and Worthington demanded $2400 security, in a recognizance to keep the peace. The Defendants then, to support the issue on their part, read in evidence to the Jury, the following deed of trust from William Hall Spicer, the plaintiff's father, to Mark Grafton.

William Hall, otherwise called William Hall Spicer Deed in trust, to Mark Grafton	This Indenture made this ninth day of February in the year of our Lord, one thousand, eight hundred and twenty seven, between William Hall, otherwise called William Hall Spicer, of Baltimore County, in the State of

Maryland, of the one part, and Mark Grafton, of the City of Baltimore, in the County and State aforesaid, of the other part, Witnesseth, that for and in consideration of the sum of five dollars, lawful money, to the said party hereto, of the first part, by the party of the second part to these presents, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, and in consideration of the natural love and affection the said party hereto of the first part hath for, and beareth toward, his daughter and grandchildren hereinafter named, and with the view, after his decease, of making provision for their support and maintenance, he the said party hereto of the first part, hath given, granted, bargained and sold, aliened, enfeoffed, released, conveyed and confirmed, assigned, transferred, delivered and set over, and by these presents doth give, grant, bargain and sell, alien, enfeoff, release, convey and confirm, assign, transfer, deliver and set over, unto the said Mark Grafton, his heirs, executors and administrators, all and singular the tracts, parts of tracts, pieces or parcels of land hereinafter mentioned, situate and lying in Baltimore County aforesaid, that is to say, one hundred and eight acres, part of a tract of land called Mount Pleasant, which was heretofore granted by the State of Maryland to the said party hereto of the first part, by the name of William Hall Spicer, by patent bearing date the nineteenth day of September, seventeen hundred and ninety nine, and recorded among the records of the land office for the Western Shore, in Liber I.C. No. 46 folio 518, and so forth. Also all that tract of tract, called Hall's Discovery, containing twelve and three quarters acres of land, more or less, heretofore granted by the said State to the party hereto of the first part, by the name of William Hall, by patent bearing date the fifth day of June, seventeen hundred and ninety four, and recorded among the records aforesaid, in Liber A.B. No. H, folio 509, and so forth. Also, all that part of a tract called "Coles Chance", heretofore conveyed by Charles Gouch to the said party hereto of the first part, by the name of William Hall, by Indenture bearing date the twenty third day of November, in the year of our Lord, one thousand, eight hundred and two, and recorded among the land records of Baltimore County Court, in Liber W.G. No. 72, folio 608, and so forth, and therein particularly described by courses and distances, as containing two acres, more or less. Also all that part of the said tract of land called Mount Pleasant, which was heretofore conveyed by Benjamin Hooker to the said party hereto of the first part, by