"return from Baltimore where he was then going; that on his return the said Hanna informed him deponent that he had again rented the property for three years. A few weeks after this in a conversation with the said Herbert, he informed him deponent that he had rented the property that the defendant then lived in, to the said defendant for the term of three years at $125. a year stating that he had made the rent lower than formerly in consequence of the Port Deposit Bridge having been burnt. That in a subsequent conversation with the said Herbert (some time within a year after) he deponent, applied to said Herbert to put a floor in the barn on that part of said Herbert's premises then rented to deponent which he declined doing because as he said he had already two barns adjacent one of which was large and convenient and could be used by deponent at any time when not occupied by the said Herbert or the said Hanna that the said Hanna had the privilege of using the said barn at any time when he Herbert was not using it, and that when not in use by either he deponent should have the privilege, and stated that the said Hanna was to have the privilege of using said barn as long as he continued a tenant to said Herbert. Deponent never saw the said Hanna using any other than the large barn of said Herbert. Deponent knows that the said Hanna was in the habit of stacking his grain at the barn above spoken of. In a conversation with the plaintiff some time after the institution of the present suit she stated to deponent that she knew that the said Hanna had the right to use the barn above spoken of, but that it was provoking that he should raise buckwheat on his own place and get it out in said barn two or three years since deponent waited upon the parties to this suit as a mediator having first obtained the consent of the said Hanna he called upon the plaintiff who refused to compromise the suit deponent remarked to her that she could not expect to get more than nominal damages, and that it would be better to settle amicably; plaintiff replied that she did not expect to get more than a five penney bit damages her object was to make him all the costs she could."

Cross examined. Deponent does not recollect that plaintiff ever told him that she had given said Hanna permission to get out grain in said barn. That at the conversation at the time deponent endeavoured to reconcile the parties to this suit, the plaintiff among other things stated that the deponent John Hanna and family had treated her cruelly, and that the said Hanna had taken the manure from her (plaintiff) place to his own place had raised the buckwheat there and brought it to the plaintiff's barn to get it out against her consent."

And the plaintiffs then produced a written Lease from James B. Herbert to John Hanna and called one Henry Webster for the purpose of proving the substance of said written lease for the term mentioned therein, but said Henry Webster proved that both the plaintiff and defendant John Hanna admitted in his presence that said written lease had been surrendered and a parole lease for a different term, and at the rent of $125. per year had been substituted. That this admission took place in the year 1831, when said Webster acted as an arbitrator with one Joseph Husbands to adjust disputes that had arisen between said plaintiff and defendant John Hanna in reference to the terms of the said defendant's leasing, and that upon that arbitration both said arbitrators concured in awarding damages to said Hanna for the neglect of said James B. Herbert to build a pantry on the premises rented agreeably to a stipulation of his oral lease. The defendants further to support the issue on their part offered in evidence the following receipts for rent the signatures of which are admitted (the receipts here alluded to were not filed) and further proved by one Benjamin Wakeland, that he was the manager of the farm of the said plaintiff

and had acted in that capacity for upwards of twenty years and until after the institution of this suit, and further proved by said Wakeland that said Hanna had been in the habit of stacking his grain in the said barn yard and threshing out his grain in said barn during the period of his occupying said premises as the tenant of said Herbert and until the institution of this suit, and that he never knew of any objection or interruption on the part of any person until this suit was brought, and never knew said Hanna to thresh his grain any where else. And further proved by said Wakeland that on the day before he hauled the buckwheat to the barn as herein before stated that said John Hanna applied to said Wakeland to know if said barn was in use or could be used by said Hanna to thresh his buckwheat that said Wakeland refered him to plaintiff and at the same time told him that the barn was not in use but that there was some buckwheat belonging to plaintiff at that time lying in the barn which witness told said Hanna he could puck to one side. The defendant further proved that said Robert Alexander, and William are the sons of said defendant John Hanna, and constitute part of his family and the defendants further proved that after said buckwheat had been deposited as aforesaid in said barn it was locked by plaintiff, and that one of the defendants applied to her for the key to permit them to enter and thresh the same which she refusing they procured another key unlocked the barn and when they had threshed the buckwheat immediatly carried the same away. The defendant further proved by one Samuel Murry that late in March or early in April 1832, he saw the defendant threshing out their oats in said barn. The plaintiff further to support the issue on their part proved by one Mary Evans that defendants frequently passed through the points designated D, E, and F, and did so during all the time he occupied the premises leased from Herbert up to the bringing of this suit.

The defendant further to support the issue on their part proved by Ann Deaver a devisee of one John Gibb who resided on the land of the defendant called "Out Quarter", upwards of forty years ago, and continued to reside there untill defendant took possession in the year 1813, and during part of which time she owned said property that the road from G. to F. had been used for upwards of thirty years; And that at G. a gate was erected through which the road passed to F. and that during the time that said witness owned the said property one Hollis Hanson the proprietor of the Locus in quo, and under whom plaintiff claims told witness that she had the right to pass over the road from G. to F. and deponent also proved by one Richard D. Lee, that he had known the road from G. to F. upwards of twenty six years and that he recollected old gate posts standing in the division fence between plaintiffs and defendant lands at G. and that he never knew any other way leading from the defendants said farm to the highway and that he had known the same used and travelled when the field over which the road from F. to G. passed was cultivated in corn having been raised in the immediate neighbourhood, and frequently in the habit of passing over said way; and further proved by Roland Rogers that from the year 1813, he had been in the habit frequently during every year up to the bringing of this suit of visiting the defendant. That on his first visit in 1813 he passed through an old gate standing at G. and in the road from F. where he entered upon the locus in quo, and that the road then bore the appearance of having been long used, and that he passed said road, when said field was in cultivation and never know of any other way to the defendants farm and lived during all of said period within two or three miles thereof.

The defendant further proved that John Hanna was seized in fee of a