County aforesaid the within named Charles Ridgely William Hammond and David McMechen who severally acknowledged the aforegoing Instrument of writing as their respective act and deed according to the true intent and meaning thereof, and the act of Assembly in such case made and provided - acknowledged before and certified before -

Henry Wilson. Thos. Russell.

Received to be recorded the 22d. day of September 1780, same day recorded and examined, pr. Wm. Gibson, Clk.

I hereby certify that the aforegoing is a true copy taken from Liber W.G. No. 2. folio 314 &c. one of the Land Records of Baltimore County - In Testimony whereof, I have hereto set my hand, and affixed the seal of Baltimore County Court this fifth day of October eighteen hundred and thirty nine. - Thos. Reed, Clk.

(Seal)

Whereupon the plaintiff by his counsel prayed the Court to instruct the Jury upon all the evidence in the cause as follows - "If the Jury shall find from the evidence that Charles Ridgely was the patentee of the tract of land called Timber Neck which is located on the plats in this case under grant of the 18th March 1746, that by a deed of conveyance of the 22d February 1770, offered in evidence, and located on said plats, said patentee conveyed part of said tract of land to John Ridgely and that the said John Ridgely by his last will and testament devised said land to Charles Ridgely, and which said devise is likewise truly located on said plats, and that by deeds of conveyance and reconveyance dated March 18th 1786 from Charles Ridgely to John Ridgely and from John Ridgely to Charles Ridgely which said deeds are likewise truly located on said plats, the limitation created by the Will of said John Ridgely, was docked, and that Charles Ridgely of John, being seized in fee of the said part of said tract of land by his will of the 1st December 1786 devised said part of tract of land as is shewn by said Will and that the same is truly located upon said plats: and if they shall further find that at the death of Charles Ridgely, of Jno. the devisees in said will named were, in fact under the age of 21 years; that Mary Ridgely one of said devisees afterwards but before she attained to the age of 21 years intermarried with John S. Horne with whom she continued to live in a state of coverture 'til the 16th Decr. 1819, when she died leaving one child her heir at law - Charles R. Horne, the lessor of the plaintiff, and that the said John S. Horne departed this life in the year 1835, that then the plaintiff is entitled to recover the one undivided fourth part of the tract of land called Timber Neck, for which defence has been taken in this case altho' the Jury shall believe the evidence offered on the part of the defendants" 2d. - If the Jury shall find the facts stated in the foregoing prayer of the plaintiff, that the plaintiff's right to recover said one undivided fourth part of said tract of land, is unaffected by the proceedings in Chancery offered in evidence by the defendant? First - Because the Court of Chancery had no authority to pass said decree - Secondly, Because Mary Horne, under whom the lessor of the plaintiff claims, was no party to said proceedings and that the lessor of the plaintiff is not bound thereby - 3d. If the Jury shall find the facts stated

in the first and foregoing prayer of the plaintiff that his right to recover the said one undivided fourth part of said tract of land is unaffected by any possession of the defendants or those under whom they claim originating since 1789 - 4th - If the Jury shall find the facts stated in the first and foregoing prayer of the plaintiff, and that the part of the tract of land of which defence has been taken in this case, was leased by Wm. Hammond and David McMechen from Chas. Ridgely of Jno. under Indenture of lease dated 18th of Sept. 1783, that then the possession of said land from 1783 to 1789 by said defendant and if the Jury shall find the fact of such possession those under whom they claim was not adversary to the title of Charles Ridgely, of Jno. and constitutes no defence to the plaintiff's right of recovery. - And thereupon the defendants upon the evidence prayed the Court to give the following instructions to the Jury - "First - That if they find from the evidence in the case that Charles Ridgely, of John, under whom the lessor of the plaintiff claims title to the land for which defendants have taken defence was the owner in fee of said land on the 2d. of July 1786, and that he died on or about Decr. 1786 or Jany. 1787, leaving Charles Ridgely his only son and heir at law, and a last will and testament dated the 1st Decr. 1786, the will offered in evidence by plaintiff; and if they also find that all the proceedings in Chancery by D. McMechen instituted the 8th May 1787, and by Wm. Hammond on the 9th May 1787, the records of which were offered in evidence by defendants were actually had in said Court, and that the deeds in pursuance thereof executed were so executed; and if they also find that the Charles Ridgely against whom said proceedings were had, was the said son of Charles Ridgely of Jno. and that said Charles Ridgely of John lived until 1805 or 1806 and then died being aged 22d. or 23 years, that then said proceedings are a bar to the pltffs. right to recover. - 2d. - If the Jury find from the evidence that Charles Ridgely the son of Charles Ridgely, of John, mentioned in the preceding prayer, was the only son and heir at law of the said Charles Ridgely, of John, and the devisee by his will of the property in controversy and that he died when he was 22 or 23 years of age, and if they also find that from the year 1789 at least D. McMechen and those claiming under him, were in the actual adversary and exclusive possession of said property claiming title to the same; and if they also find that Mary Dorothea Horne, the mother of plaintiff's lessor, and one of the daughters of said Charles Ridgely, of John died on or about Decr. 1819, and her husband J. S. Horne, on or about 1835 leaving her said son one of the heirs at law, that then the said possession of D. McMechen and those claiming under him, is a bar to the pltffs. right to recover" - And the Court being of opinion with the defendants on the above prayers granted the prayers made by them and refused to give the instructions prayed by plaintiffs - to the granting of which prayers of defendants, and each of them and refusing to grant the instructions or either of them, as asked by the Counsel of plaintiff, the said plaintiff by his counsel, asked leave to except and that the