December Term 1850.

Allegany County, to wit: On the 14th day of June 1836 There came James Dawson of Edward James Prather and Richard Baker three of the subscribing witnesses to the foregoing last will and Testament of James D. Teresap late of Allegany County deceased, and made oath on the Holy Evangely of Almighty God, that they did see the Testator therein named sign and seal this will and that they heard him publish, pronounce and declare the same to be his last will and testament, that at the time of his so doing he was to the best of their apprehension of sound disposing mind memory and understanding, and that they together with Harriet Wilson the other subscribing witness respectively subscribed their names as witnesses to this Will in the presence and at the request of the Testator and all in the presence of each other. - Sworn before, Charles Heck, Register

Allegany County, to wit: I hereby certify that the aforegoing Will with the probates thereto annexed are true Copies taken from Will Book Liber A. Folios 262 and 263, one of the Records belonging to the Office of the Register of Wills in and for the County of Allegany aforesaid. - In testimony whereof, I hereunto subscribe my name and affix the seal of my office this fourteenth day of June eighteen hundred and thirty six. -

(Seal)

Charles Heck, Register. -

The plots with the explanations and table of courses returned by the surveyor, and George A. Pearre's instructions to the surveyor under his leave to narrow his defence, now shewn and explained to the jury, which explanations and table of courses and instructions were as follows, viz:

The plots, explanations &c. of the surveyor not inserted by agreement of counsel, filed in Court there October 25th 1847, which said agreement, is as follows, to wit:

Joseph Teresap's Lessee vs. Henry Mc. Hutson. -	Ejectment. - In the above case the parties have agreed that the plots, the two large books of explanations and tables of courses of the surveyor, and his explanations made under defendants leave to narrow his defence, shall not be copied into the record but taken up by counsel to Court of Appeals

The books so to be used in the Court of Appeals are those corrected under the agreement heretofore in the record - and that the field plot of the surveyor shall likewise be used in the Court of Appeals

George A. Pearre, Atty. for Defendant.
Wm. Price, for Pltff. -

For G. A. Pearre's instructions to the surveyor under his leave to narrow his defence - See ninth page of this record. -

The Defendant then offered the following agreement of the counsel for their respective parties permitting the defendant to narrow his defence under the leave already granted him. -

Joseph Teresap's Lessee - vs. Henry Mc. Hutson. -	Ejectment in Allegany County Court. - In this case it is agreed that the defendant under his leave at the last term to narrow his defence, shall do so by directing

the surveyor to change the book of explanations and the plots according to the directions of the defendants attorney, without any additional survey to be made on the ground - And it is further agreed that either party may offer any legal and competent testimony in the cause - without any further locations on the plots, and that the defendant shall be at liberty to take by affidavit before a justice of the peace the testimony of Michael Wilson and ____ Dawson without the necessity of the presence of the sheriff and surveyor, and without locating said testimony on the plots, which shall be read in evidence in the trial of the cause - It is further agreed that either party may examine any witness on the trial of the case although he may not have been sworn on the ground upon the survey to any fact which would have been legal and competent had the witness been sworn on the ground and the fact or thing to which he swears located on the plots. This agreement is not in any way to effect the legal liability of either party for costs - affidavits taken by either party under this agreement notice shall be given to the opposite party at least one whole day. -

George A. Pearre, for Defendant
Wm. Price
Thomas I. McKaig } for Plaintiff

The defendant then offered in evidence to the jury the following Deed from Joseph Teresap the plaintiff to Elizabeth C. Tomlinson and Hannah Gerstell executed since the commencement of this action;

This Indenture made this eighth day of March in the year of our Lord one thousand eight hundred and forty seven, between Joseph Teresap and Louisa Teresap his wife of Allegany County in the State of Maryland of the one part and Elizabeth C. Tomlinson and Hannah Gerstell of the same County and State aforesaid of the other part, Witnesseth that the said Joseph Teresap and Louisa Teresap his wife have for and in consideration of the sum of three thousand dollars current money of the United States to them in hand paid by the said Elizabeth C. Tomlinson and Hannah Gerstell at and before the ensealing and delivery of these presents, the receipt of which they do hereby acknowledge given, granted, bargained and sold, aliened, enfeoffed, released conveyed and confirmed and by these presents do give, grant, bargain and sell, alien enfeoff, release, convey and confirm unto the said Elizabeth C. Tomlinson and Hannah Gerstell their heirs and assigns, all that tract, piece or parcel of land lying and being in Allegany County and State of Maryland, which was devised to the said Joseph Teresap by his father James D. Teresap by his last will and testament bearing date on the twenty second day of October in the year eighteen hundred and thirty five and recorded amongst the Records of the Orphan's Court of said Allegany County in Will Book A. folios 261 and 262; the same being part of the plantation on which the said James D. Teresap then resided and described in said Will as follows to wit: "Beginning at the commencement of the division line between my plantation and the plantation owned by William Reed and running up the river with the meanders thereof sixty six perches thence north

One dollar
State of Allegany