forty seven.— R. N. Martin (Seal)
Richd. H. Marshall (Seal)

During the progress of this trial, George A. Pearre Esquire one of the counsel for the Defendant, who had opened the Defendants case to the jury and was participating in the trial of the case for the defendant was offered as a witness for the Defendant to prove the facts which are set forth as his evidence in the first bill of exceptions of the plaintiff and thereupon the plaintiff, with a view to test the general principle of the competency of an attorney in a cause to become a witness objected to the competency of the said witness, and prayed the Court to reject his testimony as inadmissable, upon the ground that a counsel who takes part in a trial, and addresses the jury upon the facts cannot be heard as a witness in the cause on behalf of his client, but the Court overruled the objection and permitted the said witness to be sworn and examined.— To which decision of the Court the plaintiff, by his counsel prayed leave to except, and that the Court would sign and seal this his bill of exceptions, which is accordingly done this 19th day of October 1847.—
R. N. Martin, (Seal)
R. H. Marshall, (Seal)

The plaintiff in addition to the proofs and facts set forth in his first bill of exceptions which are to be taken and received as part of this his eighth bill of exception further offered in evidence to the Jury a bill in Chancery filed in Allegany County Court as a Court of Equity, by Henry Hudson against James B. Teresap and Samuel M. Semmes for the purpose of proving the admission of the defendant in said bill of his possession of the land in controversy.— "

"To the Honorable the Judges of Allegany County Court, acting as a Court of Equity.— Humbly complaining sheweth unto your Honors your orator Henry M. Hutson of Allegany County, that on the nineteenth day of October, in the year of our Lord eighteen hundred and forty three, he entered into articles of agreement with James B. Teresap, for the purchase by your orator, of the farm on which the said James B. Teresap then resided, with all the land belonging to the said James B. Teresap in the state of Maryland and did become the purchaser of the same for the sum of Ten thousand dollars, to be paid in the following manner, to wit, four thousand dollars on the first day of April eighteen hundred and forty four, as the first payment, one thousand dollars on the first day of April eighteen hundred and forty five one thousand dollars on the first day of April eighteen hundred and forty six, one thousand dollars on the first day of April eighteen hundred and forty seven, one thousand dollars on the first day of April eighteen hundred and forty eight, one thousand dollars on the first day of April eighteen hundred and forty nine, one thousand dollars on the first day of April eighteen hundred and fifty, the payments not bearing interest, which together with all the particulars of said agreement, will more fully appear by reference to the original articles of agreement, herewith filed marked Exhibit A. which together with all other Exhibits, your orator prays may be taken and considered as part of this his bill of complaint. Your orator further charges, that in pursuance of said agreement between your orator and the said James B. Teresap, he paid to the said

James B. Teresap, on the seventh day of March eighteen hundred and forty four the sum of four thousand dollars, and gave his single bills dated upon the seventh day of March eighteen hundred and forty four, payable to the said James B. Teresap or order, for one thousand dollars each, one payable on the first day of April eighteen hundred and forty five, one on the first day of April eighteen hundred and forty six, one on the first day of April eighteen hundred and forty seven, one on the first day of April eighteen hundred and forty eight, one on the first day of April eighteen hundred and forty nine, one on the first day of April eighteen hundred and fifty. your orator complaining further charges, that part of said single bills to wit, the one payable on the first day of April eighteen hundred and forty five the one payable on the first day of April eighteen hundred and forty six, and a great portion of that payable on the first day of April eighteen hundred and forty seven, have been assigned to different persons, by the said James B. Teresap, for debts due by him or upon some other valuable consideration, But that all the rest of said single bills, to wit, the one payable on the first day of April eighteen hundred and forty eight, the one payable on the first day of April eighteen hundred and forty nine the one payable on the first day of April eighteen hundred and fifty are now in the hands of Samuel M. Semmes Esqr. as the agent and attorney of the said James B. Teresap, the lawful property of the said James B. Teresap, and under his control. Your orator further charges that on the seventh day of March eighteen hundred and forty four, the said James B. Teresap and Emily, his wife executed a deed to your orator, in pursuance of said agreement, and which said deed professes to convey and warrant to your orator, all the land which was devised to the said James B. Teresap, by the last Will and testament of his father James D. Teresap, and also all the land then owned and occupied by the said James B. Teresap in the state of Maryland, and which said deed is herewith filed, marked Exhibit B. Your orator further charges, that at the time of the execution of said articles of agreement, and at the time of the making and delivery of said deed, and at the time of the payment of said four thousand dollars, and at the time of giving said single bills both your orator and the said James B. Teresap were under the impression and belief that two certain pieces or parcels of land, known as lots numbers, thirty five hundred and one (3501) and thirty five hundred and two (3502) of the lots westward of Fort Cumberland, each containing fifty acres of land, were the property of, and belonged to the said James B. Teresap, and were supposed by your orator and the said James B. Teresap to be embraced in the articles of agreement, between the said James B. Teresap and your orator, and likewise in the deed from the said James B. Teresap, to your orator.— your orator further charges, that before, and when the treaty was going on, between your orator and the said James B. Teresap for his lands, the said James B. pointed out to your orator and to others, as the dividing line, between his lands and the lands of his brother Joseph, a line, which if correct,