instructed to the Jury viz. That the deed executed by Nathan Pettis Sheriff in the first day of June in the year 1822 and Solomon Wright conveyed to the grantee and Abright Wells conveyance of Henry R Pratt in and to the tract of land certained within the metes and bounds courses and distances set forth in said deed which instruction the Court gave to which exceptions the plaintiffs by their Counsel excepted and prayed the Court to sign and seal this Bill of Exceptions which is accordingly done this 9th day of May 1859.

R P Carmichael (Seal)

H E Wright and others
vs.
Zebulon S Orrell

In addition to the matters stated in the 1st Bill of Exceptions, the plaintiffs having offered Evidence to shew the defendant in the North side of the Lane in question and that the same which he occupied had a fence running through the Farm across the South side of the same they offered Evidence by Thomas Potts that he was a Stepson to Ezekiel Potts and had resided with him on the same farm that Ezekiel Potts was first a tenant to Henry R Pratt then to Ann Pratt then to Farnyott and was afterwards tenant on the adjoining farm of which was purchased by Henry E Wright and that Ezekiel Potts never to his knowledge exercised any ownership or made any claims to any land South of said fence which to was known of the farmer the South side of said fence. He also offered Evidence by Richard Sing that he knew the said fence was there 30 years ago - That when Ezekiel Potts was brought to Henry E Wright he cut away thereon the North side of the line of said fence that he never knew any calling Charly the in the North side of said line or fence and by Jesse Jetson that he had been a tenant on the plaintiffs farm in 1832, 1833 and 1834. That the south side of said fence and had no knowledge of any calling by any one else and also by Rev Wilmer that he was in the survey made by the Sheriff when the sequestration was served on the end of the Execution of his suit against Henry R Pratt in 1822 under which the Plaintiffs claim and that the land in the Farm on the North side of the said farm was sold for an underground of ten year his lines extended and who the stated that to claimed nothing on the South side of that fence also by Henry Tilly that he lived with John Stotts in 1833 1834 1835 and 1836 on the farm on the North side of the said fence and then about to repair the said fence to purpose to cut trees for the purpose near the fence on the South side which said Stotts directed him not to cut trees there and said all on that side belonged to Mr Wright Rev Wilmer also proved that fence has knowledge of the farm now occupied by the Plaintiffs and including the locus in quo of the alleged trespass the same was reputed and called the Chesnut Meadows. that 8 years ago the fence dividing the Glenn farm on the West and the farm on the East occupied by the Plaintiffs and has been in the habit of seeing the same fence occasionally from that time and has never known it to be changed and to the best his recollection it has not been changed that the Glenn farm has

never been possessed by any of the Pratt family so far as he knew had never been claimed by any of them or by any persons claiming under them. He also proved by Wilmer that when the survey was made in 1838 under the Commission to divide the Real Estate of John Stotts the meandering from the public road westward across the southern part of the said land extended some distance into and included part of the Glenn Farm. On cross Examination the Witness stated that the fence might have been changed without his knowing it and that he could not positively swear that it occupied precisely the same site as it did forty years ago, and that he did not from personal knowledge to the process spoken of 40 years ago. and that the owners or occupants of the Glenn farm might have upon the Orrell land without the knowledge and that he could not know the lines of the Glenn farm. The plaintiffs also proved by Thompson that the lines mentioned in the Certificate and Plat returned by the Commissioners to divide or sell the Real Estate of John Stotts had been treated by them as well for the Master who sold the land to the defendant as also at the request of the defendant and that the said lines included part of the Glenn farm from 10 to 20 perches West of the fence dividing the Glenn farm from the farm of Defendant. The defendant then recalled Rev Wilmer a Witness sworn on the part of the plaintiffs who testified that he was chief of the Commissioners appointed by Queen Anns County Court to value and divide the Real Estate of John Stotts deceased and that he was present at the survey made and returned by Arthur C Ewing the County Surveyor in said Commission which survey has been offered in Evidence by the Defendant and that the lines as laid down and run in that survey included the fence where the alleged trespass was committed. He further testified that the fence alluded to in his Examination in Chief has since the time been removed further South in the land of the Defendant. The defendant called Esther Smith who testified that he lived with Nathan Stotts under whom the defendant claims in the year 1835 and 1836 and that he was the hand of calling timber on the land of Land in dispute by the direction of said Stotts that he was at the time notified by Henry E Wright and the plaintiffs not to cut any more and he obeyed with fence. He communicated the same to Stotts, and by his orders he continued to cut in said Land that he never knew of the hands on Chesnut Meadows to cut in said Land James M Stotts aged 22 years testified that he was son of John Allen Stotts and lived upon the Land claimed by the defendant and that from his Entire recollection his father was in the habit of calling timber on the Land in dispute. The defendant further proved by Richard Smith that he was a tenant of Henry E Wright and the Plaintiffs and lived on Chesnut Meadows in the year 1844, 1845 and 1846. that he cut timber on the lines in the Land in dispute and he was notified by Stotts that he claimed the Land and warned not to cut any