present at said sale, and forbid the sale, declaring that the plaintiff only had a lower interest in said land, and that he had, in regard to said land that the land belonged to the defendant, Mrs Lynch then came out of the House and said go on with the sale, I will guarantee the title never mind what Gail says, that there was present at said sale a large number of persons and he also stated the above facts to Witness previous to the sale, that several persons had for the land, and when the bids reached fifty five per acre, that the defendant said I believe she will sell, and he then began bidding Nine dollars and seventy five cents per acre and bid up to twenty,

The land was knocked down to Conrad Funk at thirty dollars per acre, Funk paid part of the purchase money, & the plaintiff gave a receipt therefor.

The said contract of sale was not reduced to writing and that the land not having been surveyed the number of acres could not be ascertained until the land was surveyed, after the survey was made and was sent to said Funk, who resided in Cumberland, Maryland, of the number of acres, and he requested that he might certify unto it, the terms of sale which were cash, to which he replied the answer that he had but three hundred dollars in gold, and did not want to buy a large tract, The plaintiff also posted Advertisements Bills, containing Notice of said sale were posted up at different places in said County, and also on the door of Funk's Tavern

That the said defendant had chopped a hand Bill from a tree near said Funk's Tavern and torn it in pieces, before or after the sale of the said land to the said Funk, Witness did not know which, and Witness did not know what said hand Bill contained,

The plaintiff proved by Mr Funk that the defendant Gail came down and tore to pieces a hand Bill upon a tree in front of Witnesses House which had been put up by Deputy Witness cannot read (The deft prays the Court to exclude the said testimony as the Court said it was not evidence, unless it was connected with the hand Bill put up by Deputy containing a Notice of sale of the property) A hand Bill was put up by Deputy upon the door of the Tavern and upon the tree, Witness does not know whether it was before or after the sale he another was put up and he told Mrs Lynch that the hand Bill on the tree had been torn up by deft,

But Witness does not know the contents of the hand bill torn up

The plaintiff proved by Deputy the agent of plaintiff that a hand Bill was posted up by him containing a Notice of said sale, upon the door of Funk's Tavern, but that he had up none on the trees the Witness put up by him on the trees were Notices of other sales Mrs Lynch Notice on the Tavern door was torn down before the sale and Witness was informed of it and put up a new one,

The defendant proved by several Witnesses that George Lynch said that he had sold the property in Controversy to Mackey Ford, about 1825 and that he had taken part of the purchase Money, but that he had given him no writing, Also proved that about the year 1825, 1826 Mackey Ford went into possession and built a shanty upon it, cut off the timber cultivated and rented it to various persons, that he lived in said shanty some time himself and

that upon the sale by the Constable, he appeared at said sale, and claimed the property and forbid the sale and George Lynch, was not at said sale and Mackey also claimed it to the time of her death, which occurred 5 or 6 yrs ago Mrs Lynch was a widow, she had four or five Brothers and sisters who were her heirs at law.

The deft also proved the judgments, Executions &c.

(Which are not filed in the office)

And that George Lynch shortly before said sale asked defendant to buy said property, that it would be sold at great sacrifice, and that he wanted to buy it, and would rather be indebted to a friend than any one else, and that he did buy said property and then the Constable put him into possession in the year 1848, and he has held possession of the same up to the present time. The land was not enclosed, it was a Wood Lot - the deft has cut and sold Wood off it from time to time

The deft also proved by J H Tagart that he was an Counsel for deft in July 1859 in reference to the purchase by deft of the property at said Constables sale offered it in Evidence and not Noticed deft of his Withdrawal that then the deft employed Mr Boarman as her Counsel, and proved that he was Counsel for Gail at the time of sale, and advised him to forbid the sale gave the advice upon Gails statement. That he had purchased the property many years previous and owned it, and did not know anything of a certain Bargain except upon his statement. Gail stated that the sale was satisfied or settled in his favor, and that when he went to Bill to come out and find the persons, recently during the pendency of this case, he saw the persons, and found that his statement was false, and informed him of the true state of the case when Gail said he was altogether misinformed, Gail told me he had not paid the money.

The defendant also proved that at the time of the Execution of the deed from Dicken Lynch and others to the plaintiff offered in Evidence by plaintiff) the land mentioned and described in said Deed, lay in Baltimore County and that Brown and Wife resided in Baltimore County that Priscilla Lynch was one of the Heirs of George Lynch, and did not unite in said deed to plaintiff.

The plaintiff then asking the Court to instruct the Jury as follows.

If the Jury find that the land in question is a part of Hansbury Plains and was devised to Jemima Lynch by the Will of Henry Hansbury and Conveyed by the Deed of the 22 July 1802 from Patrick Lynch to Conrad Funk Rebecca Lynch and George Lynch, that said Hansbury died seized thereof, and that under said deed it was possessed by said Rebecca in her lifetime and after her death by the said George, that the deft from John T Brown and others to the plaintiff offered in Evidence by her entitled said land, and was executed after the death of the said George, and at the time of the date thereof, and that the grantors therein named were children and Heirs of the said George excepting John T Brown, Augustus Degroff Milton Christopher and William T Cole who were his sons in law, and husbands respectively of the married daughters of said George therein named then the defendant has given no Evidence of any Title landing title in himself or any other person which can avail him as a bar to an action found on the title of the plaintiff, Which was granted.