said two parcels of land so conveyed to the said Sanney are made up of parts of tracts called Labyrinth, Brothers choice and Enlargement respectively described in the patents thereof which have been read in evidence, and are embraced in the tract of land described in the declaration, and shall further find that the said Sanney on or about the 12th day of February 1801 executed the Deed of Mortgage of that date to Mordecai Stevenson of which evidence has been given by the defendants, and also afterwards executed the Deed of Mortgage to Nicholas Brice dated July 23d 1803 read in evidence by the defendant, and that on or about the 30th day of May 1808 the said Sanney and Brice executed the Indenture of that date between the said Brice of the first part, the said Sanney of the second part and David Williamson, Luke Tiernan, Robert Riddell, and Kennedy Owen, also given in evidence, and that the said Sanney, on or about the 6th day of July 1810 executed the Mortgage of that date to James H. McCulloch also given in Evidence, and shall further find that the said Mortgagees & assignees of Mortgage, Mordecai Stevenson, Nicholas Brice, David Williamson, Luke Tiernan, Robert Riddle and Kennedy Owen, did none of them enter into possession of said lands under any of said Mortgages and deeds, but that the said Louis Isaac Sanney continued in possession of said lands until after the filing of the Bill, passage of Decree and making and ratification of the Trustee's Sale mentioned in the proceedings in the Case of David Williamson and others against Louis I Sanney and James H. McCulloch which have been given in evidence by the Defendant and was still in possession in the summer and fall of 1816, and shall further find that since the 20th day of October 1815 no interest has been paid by the said Louis Isaac Sanney, nor by his personal representatives heirs or devisees on any of the Debts mentioned or intended to be secured by the said several Mortgages and Deeds

offered in evidence by the Defendants, nor been demanded of them by the said Mortgagees or their assigns, and shall further find that the said Louis Isaac Sanney departed this life on or about the year 1835 having first made and executed his last Will and testament dated the 29th day of November 1830 which has been given in evidence, and that the same at the time of such execution was attested and subscribed in his presence by three Competent Witnesses, and that Amelia Sanney the Wife of the said Louis Isaac Sanney and devisee for life named in his said Will and his three children Susannah Catharine Amelia, Priscilla and Francis also therein named survived the said Testator, and that the said Susannah Catharine Amelia afterwards in his life time of the said Amelia Sanney died intestate leaving one child her surviving who a few months afterwards also died an infant of tender years, and that the said Amelia Sanney afterwards and in the month of October in the year 1861 also departed this life, and that the said Francis named in the said Will is the same person who is one of the lessors of the plaintiff under the name of Louis Francis Sanney and that the other lessor of the plaintiff is the same Priscilla Sanney who is named in said Will and shall further find that the purchase money under the said Sale made by the Trustee under the Decree in the case of David Williamson and others against Louis I. Sanney and James H. McCulloch was never paid by the said David Williamson, Luke Tiernan and Kennedy Owen, or their heirs or assigns to Nicholas Brice Esq. the trustee appointed by said Decree but remains unpaid, then the Jury are at Liberty to find that said Mortgages have been released or satisfied and constitute no bar to the present action.

2, The Plaintiff prays the Court to instruct the Jury that the defendant Greenbury B. Wilson has produced no evidence