April Term 1874

Shipley's Lessee vs Campbell &c. | In the Superior Court

It is agreed in this case that lines of the several title papers offered in evidence run round and include those of the lot described in the narr and that at the time the suit was brought, and for some years prior thereto, the lot was unimproved and that there was not at the time suit was brought distrainable property on the premises to counterrail the rent,

Wm H Burgwyn
Attorney for Defendant.
Wm A Fisher
Attorney for Defendant

The defendants to prove the issues on their part offered the aforesaid will of the said Sleeper, as giving them color of property to the property.

The defendants then made an offer of proof in the words following.

The Will of Jacob Sleeper being offered in evidence by the plaintiffs for the purpose of showing that the said Sleeper thereby devised the leasehold property obtained by said deed from said Henry Peters and for the purpose of ~~negotiating~~ negativing the position of the defendants that the property in dispute was considered by the said Sleeper as real estate, and for other purposes And the plaintiffs also having offered the letters Testamentary granted to the Executrix under said

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Will, the defendants propose now to offer generally the inventory returned by said Executrix, as one of a series of acts, showing the manner of dealing with the property by the said Sleeper, the claim his devisees made to it, and the manner in which it was held by the said devisees, which offer was refused by the Court and the evidence not allowed to be offered; to which refusal to permit such evidence to be offered the defendants prayed leave to except, and that the Court would sign and seal this Bill of Exceptions accordingly to the form of the Statute in such case made and provided, which is accordingly done this 23rd day of March 1874.

George W. Dobbin Seal

After the introduction of the evidence in the first Bill of Exceptions which is hereby made a part of this Bill of Exceptions the defendants further proved by

Wm Leach: I was born in 1805 live No 354 Harford Avenue, about 100 yards from the property in dispute. I have known it ever since 1818., when I first knew of Mr Sleeper and wife and family lived there. After Mr Sleeper died the Sleeper family lived there till the boys grew up; then the boys went off travelling and Mrs Campbell (Phebe Ann Sleeper) lived there till the house, a two story frame one, was burned down.

Witness here being shown the map of the property offered in evidence by the plaintiff was requested to bound said property as occupied by the Sleeper family