ever since then has occupied, used, and possessed said property up to the institution of this action, then the plaintiff is not entitled to recover in this action, even though the jury find that said defendant has never received a deed therefor.

Defendants' Second Prayer.

The defendants pray the Court to instruct the jury, that if they find the facts stated in defendants' first prayer, then they should infer that a deed has been made to her, though in point of fact none was made, and that the law in such a case presumes, after so long a time, that a deed has been made.

Defendants' Third Prayer.

That no declaration or acts of the defendant, William B. Turner, out of the presence or hearing of his wife, Louisa S. Turner, and without her knowledge or consent, can affect the rights of the said Louisa S. Turner to the property sought to be recovered.

Defendants' Fourth Prayer.

The defendants pray the Court to instruct the jury, that if they find from the evidence that William B. Turner did not own the said land when the judg offered in evidence in this case was obtained, nor since then their verdict must be for the defendants.

Defendants' Fifth Prayer.

The defendants pray the Court to instruct the jury, that as a matter of law the plaintiff must rely on the strength of his own title, and the weakness of defendants' title will not assist him.

Defendants' Sixth Prayer.

If the jury believe from the evidence, that in the

month of November, 1853, the defendant, Mrs. Louisa S. Turner purchased through her husband, as her agent, the land in the plaintiff's declaration mentioned, from Owen Cecil, Agent of the Farmers' Bank of Maryland, and paid to the said Cecil, as agent, the sum of seventy-five dollars out of her moneys, as testified to by her, and took a receipt from said Cecil for said sum for said sum, and that said land was taken possession of, and buildings erected thereon, as testified to by the defendant, Louisa S. Turner, and the defendants' witnesses, and that the said Louisa, with her husband, lived on said farm, as testified to by her said witnesses, from the year 1858, until the present time, and that said land was, during that period, worked, cultivated and carried on by the said Louisa S. Turner, as testified by her and her sons, without any interruption or hindrance by her husband, or other person; that she received the profits or income from said farm, and used the same in improving the buildings, cultivating the land, paying the taxes thereon, and providing for her family; and should further find that in the year 1862, or 1863, she endeavored, through her counsel, to procure a deed for said land; but was advised by counsel to let the matter remain as it was; and if the jury should further find that said bank has never set up any claim or title to said land from said last mentioned dates, then the plaintiff is not entitled to recover.

Defendants' Seventh Prayer.

That unless the jury find from the evidence in the case that the defendant, William B. Turner, was in the exclusive