next year, and so would change them in cultivation. That witness left the neighborhood in 1831. but that before that time and after his father left the farm he saw a Mr Meads who was a tenant upon it, use the timber land aforesaid both for fence and house purposes, and also his uncle who was also a tenant, use the said timber land for the purposes aforesaid, but he does not remember the times when. but it was after his father left in 1809 and the year 1831. He thinks Meads was the successor, on the place, of his father. The timber land was not enclosed, and was separate from Luckets fields by a fence, and that it lay between this fence and the river. And further proved by Mr Chressman, a competent witness that he has known Galloways Mill for forty years, that his father rented it in 1817 and remained there for 2½ years. That knows the land well. That he knows what is called "Luckets fields" and they lie on the other side of the branch and between it and Crows, and that between these fields and the river lies the timber lands. That while they lived there they used they used this timber land lying along the river, and between it and these fields, for fire wood. That he again lived there with Mr R. Davis in 1831, who was a tenant of Mrs Galloways and cultivated these fields, called "Luckets fields" and that they used this timber land for farming and fire purposes. That this timber land was not cultivated. That it lay between the cultivated lands and the river and was separated by a fence from the cultivated land and the river, and had no fence at either end. And then further proved, by Mr W. Boyd, a competent witness that "Slack Water" the land in controversy was laid out by him as the surveyor, and that the portion of Slack Water lying between Galloway's Mill, afterward Youngs

and standing up along the river towards Crows, is timber land and separated from the cultivated land by a fence. there was no enclosure around this wood land only up near the Mill there was a fence, fencing off a piece of ground. And the defendant on his part further offered to give in evidence the record of a deed from Henrietta M. Galloway to Peregrine Fitzhugh. (see page – of this record) — Also the Record of a deed from Peregrine Fitzhugh and wife to David and Hezekiah Claggett (see page – of this record) and also the record of a deed from David and Hezekiah Claggett to Jacob Newman one of the defendants in this cause (see page – of this record), and offered to prove by competent witnesses who seen and knew the boundaries of the lands in said deeds given and who knew also the lines and boundaries of "Slack Water" that the lands in said deeds conveyed embraces and are the same lands sued for in this action for the purpose of showing a color or claim of title in these defendants and under and through whom they claim. To which offer of evidences for the purpose aforesaid, the plaintiff by his attorney objected and the Court sustained the objection and refused to allow said deeds to be read and such proofs to be given to the Jury: to which refusal of the Court to allow said deeds to be read and proofs to be given for the purposes aforesaid the Defendants by his Counsel beg leave to except and that the Court will sign and seal this their fourth Bill of Exceptions which is accordingly done this 21st day of December 1863.

D. Weisel (Seal)

Amos Young lessee use of
Alexander Shafer and Martin Eadle
vs
Jacob Newman and John Reichard

} In the Circuit Court for Washington County.