said John Norris should then convey) to the several purchasers under the said Decree the respective parts respectively by them purchased and that the patent was so issued and conveyances so made and that the respective purchasers of the said lands so contained in the said certificate returned by the said Usher did enter upon and possess the parts thereof by them respectively purchased by virtue of the said Ushers title and the sales under the said Decree. The plaintiff further offered to give evidence that after the death of the said Thomas Usher the executors of the said Thomas Usher claimed the whole Land contained in the said Certificate so by the said Usher returned under the title of the said Usher and produced and offered to read in evidence a deed from Joseph Wood the patentee to his son but not his heir at law, Jonathan Wood for 153 acres of land and offered to prove that the said 153 acres included the eighty six acres of land in the deed from Howard to Hammond herein before stated and is the same 86 acres of land located by the plaintiff as the 86 acres sold to Usher by Thomas Dorsey and also produced and offered to read in evidence to the Jury a deed by the said Jonathan Wood executed in due form of law to the executors of the said Thomas Usher to confirm their title to the said eighty six acres in which it is expressed that doubts had arisen in regard to the title of eighty six acres part of a tract of land sold by Thomas Dorsey to the said Thomas Usher and that in consequence the said Jonathan Wood conveyed to the said Ushers Executors all his right and title to the said eighty six acres of Land and describes the said eighty six acres of land to "Begin at the end of the twenty seventh course of Wood's Inclosure and running thence north sixty eight degrees west fifty four perches thence north nineteen degrees west sixty perches north fifty seven degrees east one hundred and six perches then south fifty one degrees east forty perches then north seventy degrees east forty six perches then south eighteen degrees west one hundred and three perches and then by a

straight line to the beginning) and that the said Courses and beginning) so described by the said heirs of the said Joseph Wood under whom the said John Howard claimed the said eighty six acres and exactly) correspondent with the location of the said eighty six acres made in the said plat by the plaintiff. and the plaintiff further offered to give in evidence that before and at the time when the said deed was executed the said executors were possessed of the said eighty six acres according to the said location under the title of said Usher and that the said eighty six acres were the same eighty six acres mentioned in the deed from John Howard aforesaid to the said Philip Hammond and which had thus been conveyed as aforesaid to the said Warfield and the said Thomas Dorsey and on which the said John Howard (of Gideon) made his survey as aforesaid and that no person whatever had any possession of the said eighty six acres located as the plaintiff hath located the same except the said John Howard and those claiming from and under him and altho' evidence was offered that no deed could be found on record from the said Joseph Wood to the said John Howard for the said eighty six acres / It is agreed by the parties in this cause that the several papers referred to in this Bill of exceptions and which have been inserted in other bills of exceptions shall be considered as constituting a part of this Bill of exceptions in the same manner as if they were respectively inserted herein, But the Court were of opinion that the said deed from John Howard son of Gideon to Philip Hammond was not legal evidence to show title in the said Philip Hammond in the said eighty six acres part of Wood's Inclosure as located on the plat by the plaintiff or to support his location of the same without producing the deed from Joseph Wood to John Howard son of Gideon to which the said deed from John Howard son of Gideon to Philip Hammond doth refer to ascertain and identify the said eighty six acres intended to pass by the same and that the said deed was inoperative to pass the same without producing the said Deed and refused to suffer the