

closure, the same being of the height and sufficiency aforesaid, then the owner or owners of such live stock shall be liable to make good all such damages **Liabli to damages.** to the owner or owners of such enclosure as shall be found and awarded by two or more judicious persons, to be appointed by a justice of the peace in said county, said person to view the same under oath, and make return before the justice of the peace by whom they were appointed, and the said damages to be re- **How recov- ered.** covered in the same manner that is or shall be provided by law for the recovery of small debts; provided, nevertheless, upon trial before a justice of the peace for damages, at the instance of either party, it shall be the duty of said justice of the peace to issue a subpœna for such witness as either plaintiff or defendant may require.

31. Whenever joint fences have been or may be **Joint fences.** established in said county for the mutual benefit and advantage of different owners or possessors of adjoining lands, it shall be the duty of each party to keep up, in good repair, his, her or their just and respective proportion thereof, in manner following, that is to say: that all post and rail or plank fences shall be four feet high, and all worm and other fences shall be at least five feet high, the height in every **Height to be case to be computed.** computed from the ground or base of any embankment upon which said fence is or may be placed.

32. If either of the parties so making or keeping a joint fence shall not comply with the foregoing provisions, and shall refuse or delay to make or re- **Refuse or pair such fence within twenty days after notice in delay.** writing shall be given to said party, his agent, overseer or tenant, then upon proof thereof before a justice of the peace in said county, it shall be lawful for said justice of the peace, under his hand and seal, to authorize the party aggrieved and suffering by such refusal or delay to make or repair said fence as above required, and for so doing he, she or they shall be reimbursed all cost and reasonable expenses **Reimbursed necessary incurred, to be recovered from the party all costs.** so refusing or delaying in the same manner as debts of a like amount are now recoverable.