and forever defend by these presents and the said Joseph Chapline shall and will from time to time hereafter at the reasonable request and proper cost and charges in the law of him the said Jonas Hogmire his heirs or assigns make do or execute or cause to be made done or executed all and every such further or other act or acts device or devices assurance or assurances whatsoever requisite in the premisses for the better and more sure making of the bargained premises unto him the said Jonas Hogmire his heirs or assigns for ever be it by enrollment or by any other lawful means. as by him the said Jonas Hogmire his heirs or assigns or his or their Counsel learned in the law shall be reasonably advised or required. In Witness whereof the said Joseph Chapline hath hereunto set his hand and affixed his seal the day and year first before written. –

Signed Sealed and delivered in the presence of M. Vankeer. A. Clagett } Joseph Chapline (Seal)

At the foot of the aforegoing deed was then written, to wit.

April 19th 1794 Received of Jonas Hogmire the sum of five hundred pounds current money being the consideration money mentioned in the aforegoing Deed.

Test M. Vankeer. Alex. Clagett. Joseph Chapline

Washington County Ss. On the nineteenth day of april seventeen hundred and ninety four came before us the subscribers two of the Justices of the peace for the County aforesaid the before named Joseph Chapline party to the foregoing deed and acknowledged the same to be his act and deed and the said land and premises therein mentioned to be the right and estate of the before named Jonas Hogmire his heirs and assigns for ever

M. Vankeer

acknowledged before A. Clagett.

Maryland Washington County Ss. I hereby certify that the aforegoing copy is truly taken from Liber H. folios 920. 921. and 922 one of the Land records for the County of Washington aforesaid. In Testimony whereof I have hereto set my hand and affixed the public seal of said county this 2nd day of May anno dom 1798.

(Seal of Washington county court)

Elie Williams Cl

which said deed is admitted to have been executed by the Defendant to the plaintiffs Lessor.

The Defendant on his part offered in evidence to the Jury that the plaintiffs Lessor lent to the Defendant the sum of five hundred pounds current money, and that at the time of the loan it was agreed by parol and between the plaintiffs Lessor, Jonas Hogmire and the Defendant, that the plaintiffs lessor should receive and the defendant pay at the rate of nine per cent per annum on the money so loaned, and at the same time it was further agreed that the defendant should execute to the plaintiffs lessor as an assurance the deed on which the plaintiff makes title in this cause, and further offered and read in

evidence a bond admitted to have been executed by the plaintiffs lessor to the defendant as following, to wit. Know all men by these presents that I Jonas Hogmire of Washington county and State of Maryland am held and firmly bound unto Joseph Chaplin of the county and State aforesaid in the penal sum of two thousand pounds in gold and silver money to be paid unto the said Joseph Chaplin or unto his certain attorney his heirs executors administrators or assigns To the which payment to be well and truly made and done I bind myself my heirs executors and administrators in the whole and for the whole firmly by these presents sealed with my Seal and dated this first day of May 1794. –

The Condition of the above obligation is such Whereas the said Jonas Hogmire did lend unto the above named Joseph Chaplin five hundred pounds on the twelfth day of april 1794. in consideration of the above sum so lent unto the said Joseph Chaplin by the said Jonas Hogmire he the said Joseph Chaplin did convey and make over by a good and lawfull deed two hundred acres of land part of the resurvey on Mount Pleasant which may more fully appear where reference may be had in Washington county records And whereas the said Joseph Chaplin agrees to pay and satisfy unto the said Jonas Hogmire or his heirs or assigns the aforesaid five hundred pounds in gold and silver money with legal interest thereon from the date above mentioned on the first day of October next ensuing the date hereof and if the aforesaid Joseph Chaplin or his heirs pays the aforesaid sum on the day as aforesaid that then the said Jonas Hogmire or his heirs executors administrators shall convey and make over the same land as above described on demand to the said Joseph Chaplin his heirs or assigns but if the above sum of money is not paid by the said Joseph Chaplin his heirs executors or administrators on the first day of October 1794. to the said Jonas Hogmire his heirs or assigns that then this obligation to be null and void and of none effect otherwise to be and remain in full force and virtue in Law. –

Signed Sealed and delivered in the presents of Jeremiah Chaplin } Jonas Hogmire (Seal)

And the plaintiff further offered in evidence on his part that the said sum of five hundred pounds consideration in said deed was composed of four hundred and thirty six pounds five shillings and four pence money lent. of fifty five pounds ten shillings due at that time on bond from the defendant to the plaintiffs lessor and which bond in consideration thereof was given up. and of the further sum of eight pounds four shillings and eight pence at and before that time due by account from the Defendant to the plaintiffs lessor for work and labour done by the Plaintiffs lessor as a surveyor for the defendant and at his request. – Whereupon the Counsel for the defendant praiged the opinion of the court and their direction to the Jury that if they believed from the evidence offered that Jonas Hogmire the lessor of the Plaintiff actually