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behalf laid out and expended and she have thereof execution &
Memorandum. Before the Jurors aforesaid withdrew from the bar of the court
here the said John Dent Lessee as aforesaid by his attornies aforesaid files in
court here the following Bill of exceptions to wit

"Bennet Mathews
Lessee
vs
Elizabeth Boarman

Ejectment in Charles county court.

The Plaintiff to support the issue on his part joined offered in evidence to the Jury the patent for the tract of land called Saint Georges (here insert it) he then read to the Jury the will of Hudson Mathew (here insert it) which had been duly executed admitted to probat and recorded he then read to the Jury the will of Bennet Mathew the Father of the Plaintiffs lessee (here insert it) and also read to the Jury the following Deed of bargain and sale from Benedict Mathew to the lessee of the plaintiff which had been duly executed recorded and the consideration money paid to wit.

"At the request of Bennet Mathew the following deed was recorded this 11th day of September Anno Domini 1819.

"This Indenture made this eleventh day of September in the year of our Lord one thousand eight hundred and nineteen Between Benedict Mathew of the one part and Bennet Mathew of the other part both of Charles County in the state of Maryland Witnesseth that the said Benedict Mathew for and in consideration of the sum of ten dollars to him in hand paid by Bennett Mathew doth grant bargain sell alien enfeoff release and confirm and by these presents do grant bargain sell alien enfeoff and confirm unto the said Bennett Mathew and his heirs and assigns forever all his right title claim interest and demand in and to a certain tract or part of a tract of land known by the name of St. Georges or Semmes Fragment formerly the property of the late Hudson Mathew and by the said Hudson Mathew devised and bequeathed to his son Bennett Mathew lying and being in Charles County aforesaid containing one hundred and three acres and forty perches more or less with all its improvements and mining as follows Viz. beginning on the west line of Henry Mathews land at a small Hickory standing on the south side of a Branch running thence south one hundred perches thence west one hundred and eighty nine perches thence north north west one hundred and eight perches to the aspen & western course to a Hickory of the said Henry Mathews land and from thence to the first bound tree all and singular the said premises and every part thereof with all the appurtenances thereunto belonging with all the estate right title claim interest and demand whatsoever of him the said Benedict Mathew to the above named tract or parcel of land granted and sold and every part and parcel thereof with all its appurtenances To have and to hold the said tract or parcel of land and premises above mentioned unto the said Bennet Mathew and his heirs and assigns forever and the said Benedict Mathew for himself his heirs executors administrators and assigns doth covenant grant promise and agree with the said Bennett Mathew his heirs and assigns that he the said Bennett Mathew his heirs and assigns shall and may from time to time and at all times hereafter peaceable and quietly have hold occupy possess and enjoy the land and improvements above mentioned to be hereby granted and sold with its appurtenances without let trouble or hindrance molestation or interruption of him the said Benedict Mathew his heirs and assigns whatsoever claiming or to claim by from them or any and further that the said Benedict Mathew and his heirs and all thing claiming or having in the said premises above mentioned or any part thereof by from or under him shall and will at all times hereafter at the request and cost of the said Bennett Mathew his heirs and assigns make and well execute or cause to procure to be made all and every such further and lawful and reasonable grant acts and

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assurance in the law whatsoever for the further better and more perfect granting and conveying and assuring the said land and premises with its appurtenances absolutely granted and sold unto the said Bennett Mathew his heirs and assigns as aforesaid to the only proper use and behoof of him the said Bennett Mathew his heirs and assigns forever according to the true intent and meaning thereof. In Witness whereof the said Benedict Mathew have hereunto set his hand and affixed his seal this day and year first above written.

Signed sealed and delivered in presence of
John B Wills. Jno Meredith

Benedict his X mark Mathew (seal)

Annexed to the aforegoing deed is thus written to wit

State of Maryland Charles County to wit on this eleventh day of September in the year of our Lord one thousand eight hundred and nineteen before us the subscribers two of the State of Maryland Justices of the peace in and for said county personally appeared Benedict Mathew party grantor and acknowledged the aforegoing instrument of writing to be his act and deed and the lands and tenements therein granted and thereby bargained and sold to be the right property and fee simple estate of Bennett Mathew his heirs and assigns forever according to the true intent and meaning thereof and the act of assembly in such case made and provided

Acknowledged before John B Wills Jno Meredith"

The Plaintiff then proved by Francis Higdon a competent witness that he was acquainted with Bennett Mathew the son and devisee in tail of Hudson Mathew that the said Bennet Mathew was in possession of the lands in question when he was just married and lived on it during his life and died there that he had six sons. that Hudson Mathew died in the life time of his father Bennet Mathew. that his son Benedict is now living. The Plaintiff also provided by John Shordell a competent witness that before the demise laid in the declaration Bennet Mathew the Lessor of the Plaintiff entered on the Land in question and demanded possession of the premises from the tenant in possession and gave him a deed of this deed for the land the tenant in possession Oswald Murphey was in possession and ordered him off. The Plaintiff also proved by George M Boarman that Benedict Mathew was on the land after he had executed the deed to the Lessor of the Plaintiff and claimed that it was his and he had sold his right to his Uncle Bennet Mathew. It was proved by Wilfred Mathew a competent witness that at the time the deed was executed from Benedict Mathew to the lessor of the plaintiff that Oswald Murphey or Elizabeth Boarman was in possession of the land in question. The Defendant then gave evidence that Oswald Murphey at the time of executing the deed by Benedict Mathew was in possession of the land for which the ejectment was brought as tenant to Elizabeth Boarman the defendant in this cause who claimed the same under Walter and Aloysius Edelen and further offered evidence that the signatures of Ogden and Seabman to the following paper to wit "To all people to whom these presents shall come greeting. Know ye that I Bennet Mathew of the one part for and in consideration of the sum of one hundred and eighty dollars to me in hand ___ before the ensealing hereof well and truly paid by Walter Edelen of the other part the receipt whereof I do hereby acknowledge and myself therewith fully satisfied and contented and thereof and of every part and parcel thereof do exonerate acquit and discharge him the said Walter Edelen his heirs and executors and administrators forever by these presents have given granted bargained sold aliened conveyed and confirmed and by these presents do freely fully and absolutely give grant bargain sell alien convey and confirm unto him the said Walter Edelen his heirs and assigns forever all that tract or parcel of land willed me by my father Bennet Mathew known by the name of Saint Georges but since resurveyed and now called Semmes Fragment to have and to hold the said granted and bargained premises with all the appurtenances privileges and commodities to the same belonging or in any wise appertaining to him the said Walter Edelen his heirs and assigns forever to his and their own proper use benefit and behoof forever and I the said Bennet Mathew for myself my heirs executors and administrators do covenant with the said Walter Edelen his heirs and assigns that I am lawfully seized in fee of the premises that they are free of all incumbrances that I have good right to sell and convey the same to the said Walter Edelen to hold aforesaid and that I will warrant and defend the same to the said Walter Edelen his heirs and assigns