said land west, one hundred perches, then north seventy five degrees and thirty minutes west, forty nine perches, until it intersects the north east forty perches line of a tract of land, called Parick's Fear then bounding on that line of said land to the end thereof north, northeast twenty eight perches then still bounding on and with the said land the ten following courses viz. North eleven degrees East, thirty two perches, north forty perches, north fifty six degrees and thirty minutes, west twenty six perches, north twenty perches, north fifty six degrees west twenty six perches, North twenty perches, North fifty six degrees west, twenty perches, North forty four perches, Northeast one hundred and sixty perches, North North east, sixty four perches, then north thirty degrees east forty perches, south forty six degrees, east thirty four degrees, South thirty nine degrees, east twenty perches, unto the end of the last lines (except the given line) of a tract of land called Hap hazard, then bounding on and with the given line of said land, south fourteen degrees west, one hundred and ninety two perches, unto the beginning trees of said land, then bounding on and with the first line of said land, east north east, two hundred and thirty three perches, until it intersects the given line of the before mentioned tract of land called Spicer's Inheritance, and then bounding thereon by a straight line to the beginning containing and laid out for nine hundred and fifty acres of land, more or less, according to the certificate of resurvey thereof, taken and returned into our Land office, bearing date the twenty fourth day of June, seventeen hundred and fifty five, and there remaining, together with all rights, profits, benefits and priviledges thereunto belonging, royal mines excepted: To have and to hold the same unto him the said William Lux, his heirs and assigns forever, to be holden of us and our heirs as of our Manor of Baltimore in fee and common soccage, by fealty only, for all manor of services: Yielding and paying therefore, yearly unto us and our heirs, at our receipt at our City of St. Mary's at the two most usual feasts in the year viz. the feast of the annunciation of the blessed Virgin Mary, and St. Michael the archangel by even and equal portions the rent of one pound, eighteen shillings sterling, in silver or gold, and for a fine upon every alienation of the said land or any part or parcel thereof, one whole year's rent in silver or gold or the full value thereof, in such commodities as we and our heirs or such officer or officers as shall be appointed by us and our heirs from time to time to collect and receive the same, shall accept in discharge thereof at the choice of us and our heirs, or such officer or officers &c. Provided, that if the said sum for a fine for alienation, shall not be paid unto us and our heirs, or such officer or officers aforesaid before such alienation, and the said alienation entered upon record either in the provincial court or county court where the same parcel of land lyeth, within one month next after such alienation then the said alienation shall be void and of no effect. Given under our great seal of our said province of Maryland, this twelfth day of July, Anno Domini seventeen hundred and fifty seven. Witness our trusty and well beloved Horatio Sharpe Esqr. Lieutenant General and Chief Governor of our said province of Maryland, Chancellor and Keeper of the great seal thereof.

Hor. Sharpe. (The Great Seal)

In Testimony that the foregoing is a true copy from Liber BB. 4 & 5. No 7 folio 277. one of the records belonging to the Land office of Maryland: I have hereto set my hand and affixed my seal of office this 19th day of November 1806.

(Seal)

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And further gave in evidence that said William Lux, after the date of said patent

entered into possession of said tract of land, and was duly seized thereof, he further gave in evidence that said William Lux, being so seized of said land, afterwards to wit, on the 5 day of May 1773, duly made his last will and testament, and as evidence of said fact, gave in evidence the copy of said will, with the probate, and all the other endorsements thereon, set forth in the next preceeding bill of exceptions and which is to have the same effect as if herein inserted, containing among other things the devise of five acres of Chatsworth aforesaid to Daniel Bowly, who was the Lessor of the plaintiff when this suit was brought. The Plaintiff further gave in evidence that said William Lux, after the making of said will, and before the institution of this suit, that is to say, in the winter of the year 1777 & 1778 died. The Plaintiff further gave in evidence, that after the bringing of this suit, and in the year 1807, Daniel Bowly died intestate, leaving the following children his heirs at law to wit: Ann L. Bowly, then and now the wife of Henry Thompson. Sarah L. Bowly, then married to Charles Weigman. Frances A. Bowly, William L. Bowly, Rebecca Bowly, after married to Peter Weigman, Samuel H. Bowly and Eliza Bowly after married to William Hollins.

The Plaintiff further gave in evidence that in the years 1819 and 1821, the said Charles Weigman and Peter Weigman died, their said wives surviving them, and who are now living, and also proved, that the other children of the said Daniel Bowly are now living, and are the same persons together with William Hollins and Henry Thompson, and the said Sarah L. Weigman and Rebecca Weigman who appeared and were made parties in this suit at September Term 1825 of this Court. The Plaintiff further gave in evidence that prior to the year 1821, and to the present time, the persons who were made parties defendants, in this cause at the said September term 1825 of this Court, were and have been in possession by their tenants of the land for which this suit was brought, and further gave in evidence, that the claim and pretension of the Plaintiff are truly located by the Plaintiff on the plat in this cause, and offered said locations in evidence. The Defendants to support the issue on their part, offered in evidence to the Jury the locations on their behalf, and that the same, and their defence, are truly located on the plat in this cause. The Defendants further offered in evidence the following original deed with the endorsements thereon from William Hollins, one of the Plaintiffs in this cause, to Samuel H. Bowly another of the Plaintiffs, having first duly proved by one of the subscribing witnesses, the execution of said deed by said Hollins, for the purpose of showing that the said William Hollins had conveyed to Samuel H. Bowly, all his interest and title in the land in controversy before the trial of this cause. This Indenture made this first day of June, in the year of our Lord one thousand, eight hundred and twenty one, between William Hollins of Baltimore county in the State of Maryland, of the one part and Samuel H. Bowly, of the other part. Whereas on the application of the said Hollins, to the commissioners of Insolvent debtors for the city and county of Baltimore, for the benefit of the acts of assembly for the relief of Insolvent Debtors, the said Commissioners on the said day of June, appointed the above named Bowly provisional trustee for the benefit of the creditors of the said Hollins and did order and direct that the said Hollins should execute a deed to the said trustee, for all his property, estate and effects, and should deliver the same to the trustee, together with his books papers accounts bonds, notes and evidences of debt agreeably to the provisions of the act of Assembly in such cases made and provided. Now this Indenture, Witnesseth,