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end of the fifth line of a tract of land taken up by Peter Butler then with said land north thirty eight degrees west twenty perches, north seventy seven degrees west thirty two perches, north two degrees west forty perches, north forty four degrees east eighty six perches, north sixty nine degrees west twelve perches, north thirty five degrees west twenty perches, north eighty four degrees east fifty four perches to the bounded tree of said land, then south fifty four degrees east twenty six perches north one hundred and ten perches, north sixty two degrees west seventy five perches south fifty eight degrees west twenty four perches, south thirty nine degrees west fourteen perches, south nine degrees west thirty four perches, south fifty two degrees west twenty perches, south eighty seven degrees west thirty two perches, south seventy two degrees west sixty two perches, north forty nine degrees west one hundred and eight perches, then by a straight line to the beginning tree containing said now laid out for three hundred and seventy five acres of land more or less according to the certificate of resurvey thereof, taken and returned into our Land office bearing date the fourth day of July seventeen hundred and fifty four, and then remaining, together with all rights, profits, benefits and premiledges thereunto belonging, royal mines excepted. To have and to hold the same unto him the said John Dawy his heirs and assigns forever to be holden of us and our heirs as of our manor of Conjocheage in fee and common soccage by fealty only for all manner of services yielding and paying therefor yearly unto us and our heirs at our receipt at our City of St. Marys 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 equal and even portions the rent of fifteen shillings sterling in silver or gold and for a fine - every alienation of the said land or any part or parcel thereof one whole years 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 aforesaid provided that if the said rent or 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 lieth within one month next after such alienation, then said alienation shall be void, and of no effect. Witness unto our great seal of our said province of Maryland this fourth day of July Anno Domini seventeen hundred and fifty four. Witness our trusty and well beloved Horatio Sharpe Esquire Lieutenant General and Chief Governor of our said province of Maryland, Chancellor and Keeper of the great seal thereof.

Horatio Sharpe (The great seal)

Vic. Testimony that the aforegoing is a true copy from G.S. No 21 Folio 416 one of the records belonging to the Western Shore Land Office of Maryland. I have hereto set my hand and affixed my official seal this 27th day of February 1828

(Seal) John Brewer Regr. Gl. Off. Western Shore Md.

The plaintiff also proved by Peter Beatty a material competent and proper witness in this cause that John Dawy the patentee of the tract of land called Pan manure, and also the patentee of the tract of land called "the Resurvey on Panmure" was dead leaving John D Dawy, Robert T Dawy, William Dawy and Elizabeth Dawy as his only children and heirs at law, that Elizabeth Dawy died without issue - The plaintiffs further to support the issue joined on their part in this cause gave in evidence to the Jury a deed from the said John D Dawy

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William Dawy and Robert T Dawy to Jacob Young and George French executed after the death of the said John Dawy) the said patentee of said land, and also executed after the death of the said Elizabeth Dawy. At the request of Jacob Young and George French the following Deed of Trust was recorded 29th December 1791 Lond. This Indenture made this eighth day of August in the year of our Lord one thousand seven hundred and ninety one, between John Dow Dawy, William Dawy and Robert Turner Dawy all of Frederick county and State of Maryland of the one part and George French and Jacob Young of State aforesaid of the other part Witnesseth. That the aforesaid John Dow Dawy, William Dawy and Robert Turner Dawy for and in consideration of the sum of five pounds current money to them the said John Dow Dawy, William Dawy and Robert Turner Dawy in hand paid by the said George French and Jacob Young at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged hath granted, bargained and sold, aliened, enfeoffed and confirmed unto them the said George French and Jacob Young their heirs and assigns forever, the three following tracts or parcels of land to wit. "Jeere" containing by patent fifty three acres, Panmure containing three hundred and seventy five acres, and part of Palentine containing one hundred and seventy eight acres all laying between Hitterton and South mountains in Frederick County aforesaid, reference being had to said patents and deeds will more fully appear. together with all and singular the ways waters, water courses, woods and underwoods, privileges, advantages and appurtenances whatsoever to each and every of the three said tracts or parcels of land belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and of every part and parcel thereof, and all the estate right title interest and claim of them the said John Dow Dawy, William Dawy and Robert Turner Dawy and of each and every of them in and to the three tracts or parcels of land aforesaid and of in and to each of said tracts or parcels of land and every part and parcel of each and every of the said tracts or parcels of land. To have and to hold the said three tracts or parcels of land and premises with all and singular the members and appurtenances to them the said George French and Jacob Young their heirs and assigns, to the only proper use and behoof of them the said George French and Jacob Young their heirs and assigns forever. In trust nevertheless that the said George French and Jacob Young and their heirs shall and will dispose of the fee simple of the said three tracts or parcels of land in convenient time for the best price that they can obtain and within a reasonable time after the disposal thereof divide the monies therefrom arising among the said William Dawy and Robert Dawy and the creditors of John Dow Dawy first satisfying pro rata the said creditors as to them the said George French and Jacob Young shall seem just and equitable, so that the said John Dow Dawy, William Dawy and Robert Turner Dawy shall each bear his proportion of the balance due on a judgment, Cornelius and John Thompson and John McDonald complainants and Mary, John Dow, William and Robert Turner Dawy defendants, for which a proceeding is now in Chancery against them, and that the said John Dow Dawy and William Dawy may be reimbursed so much as they may have satisfied of the said debt more than their equal proportion. And the said George French and Jacob Young for themselves and their heirs, their executors and administrators do covenant and agree to and with the said John Dow Dawy, William Dawy and Robert Turner Dawy their executors administrators and assigns that they the said George French and Jacob Young and their heirs shall and will within convenient time dispose of the said three tracts or parcels of land for the best price they can obtain, and within a reasonable time thereafter make the dividend of the money as is above specified. And the said John Dow Dawy, William Dawy and Robert Turner