order dated the twenty fifth day of March in the year aforesaid directed the said provisional trustee forthwith to execute a deed of transfer and assignment of and for all the estate property rights credits and effects of the said insolvent debtor to the said Samuel Hilbourn permanent trustee as aforesaid agreeably to the acts of Assembly in such cases made and provided. Now this Indenture witnesseth, that the said John Sands in pursuance of the premises and in consideration of one dollar current money to him paid, by the said Samuel Hilbourn hath granted bargained and sold, released, conveyed assigned transferred and set over and by these presents doth grant bargain and sell release convey assign transfer and set over unto the said Samuel Hilbourn his heirs executors and administrators all the estate property rights credits and effects of the said insolvent debtor. To have and to hold the same and every part and parcel thereof unto him the said Samuel Hilbourn his heirs executors administrators and assigns forever, in trust for the creditors of the said insolvent debtor, and for their use and benefit agreeably to the acts of Assembly in such cases made and provided. In witness whereof the said John Sands hath hereunto set his hand and affixed his seal on the day and year first above mentioned. John Sands (Seal)

Signed sealed and delivered in the presence of J. H. Bell.

Baltimore County Sc. On the fifteenth day of June in the year eighteen hundred and twenty nine came John Sands before us two Justices of the peace for the City aforesaid, and acknowledged the within instrument of writing to be his act and deed, according to the true intent and meaning thereof, and the act of Assembly in that case made and provided.

Acknowledged before J. H. Bell. Jas. B. Latimer.

In Testimony that the foregoing is a full and true transcript of the proceedings in the application of Samuel Merryman an Insolvent Debtor taken from the record of proceedings of Baltimore county Court. I have hereto subscribed my name and affixed the seal of said Court this twelfth day of June in the year of our Lord one thousand eight hundred and thirty (Seal)

Wm. Gilson Clk.

And because the Court here will advise themselves before they give their judgment of and upon the premises, day therefore is given to the parties aforesaid until the first day of October next to hear their judgment of and upon the premises, because the Court here thereof are not advised.

And now here at this day, the said first day of October term, in the year of our Lord one thousand eight hundred and thirty come again into the County Court here the parties aforesaid by their attorneys aforesaid. And thereupon the parties aforesaid by their attorneys aforesaid file in Court here the following agreement to wit.

Samuel Kilbourne Lessee vs Frederick Hammerman

It is agreed that the verdict in this case shall stand and that a Judgment pro forma shall be entered thereon for the plaintiff Lessee. It is further agreed that the Defendant has the liberty to appeal from this Judgment as if it were rendered over bill of exceptions, and that the statement shall be received in the Court of Appeals as the facts in the cause; and that the several exhibits, deeds, wills, papers and proceedings therein referred to, shall not be inserted in the record, but may be read at the hearing of the cause in the Court of Appeals as if they had made a part of it.

Edwd. Hinkley, Atty. for plaintiff
Jno: Purviance for Defendt.

Whereupon all and singular the premises aforesaid being by the Court here seen heard and fully understood and mature deliberation thereon prehended, for that it appears to the Court here, that the said John Doe Lessee aforesaid is entitled to recover upon the aforegoing statement of facts. Therefore it is considered by the Court here that the said John Doe Lessee as aforesaid recover against the said Frederick Hammerman as well his term aforesaid yet to come and unexpired of and in five undivided eighteenth parts of all that Lot or piece of land designated as Lot No. Three in the division of a parcel of land being part of a tract called Chatsworth situate and lying in the City of Baltimore in Baltimore County aforesaid, which division was made between John Merryman, Aaron Stinchcomb Rachel Stewart and Mary Wells devisees of Samuel Merryman late of said County deceased, which said Lot No. Three was allotted in said division to the said Rachel Stewart and bounded fifty seven feet and nine tenths of a foot on the southwesterly line of the Baltimore and Reisters Town turnpike road, and extends of the same width throughout south forty four degrees west to Catherine Street, being the Lot lying between the Lots of the said Mary Wells and Aaron Stinchcomb as designated upon the plat of the said division returned by John Boulden Surveyor and the said John Merryman Executor of the said Samuel Merryman deceased and recorded among the Land record of Baltimore County Court in Liber W.G. No. 115 folio 409. The said parcel of land thus devised and divided to and among the said devisees being part of a tract of land called Chatsworth and the same which was demised by George Lux to the said Samuel Merryman deceased by deed bearing date on or about the thirteenth day of September one thousand seven hundred and eighty three, and recorded among the Land records of Baltimore County Court in Liber W.G. No. P. folio 245 &c. with the appurtenances as the sum of thirty one dollars fifty seven cents and one third of a cent, by the Court here adjudged unto the said John Doe Lessee as aforesaid on his account for his costs and charges by him about his suit in this behalf laid out and expended, and that he have thereof his execution and so forth.