his defence in this behalf laid out and expended; and that he have there of his execution &c

Memorandum before the Juror aforesaid withdrew from the bar of the Court here the said James McCreary by his Attorney aforesaid filed in Court here the following bills of Exception to wit.

1st The Plaintiff in this cause to support the issue on his part offered in evidence the following bill obligatory, to wit, I promise to pay or cause to be paid unto James McCreery or his heirs or assigns the just and full sum of one hundred and seventy two Dollars and seventy nine cents it being for value received with Interest till paid, as Witness my hand and seal this seventh day of October Eighteen hundred and twenty four

Witness James Deaver Junr. Benjamin McCreery (seal)

The Defendants then to support their issue on his part offered in evidence the following Deed of Covenant between the said Plaintiff and said Defendant to wit

This Indenture made the seventeenth day of May in the year Eighteen hundred and thirty between Benjamin McCreery of Harford County and State of Maryland of the one part and James McCreery of the County and State aforesaid of the other part Witnesseth, That the said Benjamin McCreery for the consideration hereinafter mentioned on the part of the said James McCreery his Executors Administrators or assigns to be paid and performed with demised granted and to farm letten, and by these presents doth demise grant and to farm let and that Tract or parcel of land situate in said County called McCreeys Hard purchase, it being the farm whereon the said Benjamin McCreery now lives, together with all and singular the buildings improvements and privileges in anywise thereunto appertaining or belonging except what is hereinafter retained and reserved To have and to hold the aforesaid land and premises with the appurtenances unto the said James McCreery his executors administrators and assigns from the day of the date of these presents during the lifetime of him the said Benjamin McCreery, and in consideration whereof the said James McCreery on his part doth promise and bind himself to pay to the said Benjamin McCreery the sum twenty dollars annually in quarterly payments, to wit, five dollars on the 17th day of July next, and the like sum of five dollars at the end of every three months during the life of the said Benj. McCreery and also to furnish and provide the said Benjamin McCreery and his wife with sufficient and comfortable meat drink washing and lodging and clothes necessary comforts of life suitable to their age and circumstances during their lives or the life of each or either of them, and to pay all debts and claims that may be standing against him the said Benjamin McCreery at the date hereof, and also to furnish the said Benjamin McCreery with a suitable riding horse at such times and at all times as the said Benjamin may require the same, and the said Benj. McCreery doth retain and reserve for the use of himself and his wife the room on the lower floor of the house wherein he now lives and also the pantry in the North end of the piaza by allowing at the same time and at all times the said James McCreery and his family the privilege of occupying the said

lower room for the purpose of passing up stairs and the use of the fire for cooking and other necessary purposes of the family until such times as the said James McCreery shall erect an additional building to the present house and the said James McCreery to have all the grain now in the ground on said farm and be allowed a fair compensation for any necessary buildings he may erect and the seed of the clover seed he may sow in said farm, For the true and faithful performance of the foregoing the parties do hereby bind themselves and their respective heirs, Executors and administrators each to the other his Executors and administrators in the sum of three hundred dollars current money of Maryland, in Witness whereof they have hereunto set their hands and affixed their seals the day and year first mentioned in presence of.

Note the word "McCreery interlined between the third and fourth lines was done before signing.
James Deaver. Jas. Montgomery

Benjamin McCreery (seal)
James McCreery (seal)

And also offered in evidence the following Schedule and valuation of personal property to wit: One bay horse $50.00 one Grey mare 30.00 one Sorrel Colt 3 years old 40.00 Bell Cow 10.00 White do 11.00 Red and White do 11.00 Red and White do 10.00 Red do 12.00 White Heifer 8.00 Spotted do 7.00 3 yearling calves 16.00 Sow and pigs 5.00 5 Shoats 12.00 = $178.00 The 17th of May 1830 Be it remembered that Benjamin McCreery and James McCreery both of Harford County and State of Maryland having called on us the subscribers to value the horses, cattle and hogs of the said Benjamin McCreery, which the said James McCreery is to take hold and possess as his property and only use at the above valuation. In Witness whereof we have hereunto subscribed our names this day and date above written

James Deaver
Jas. Montgomery

And proved that the articles contained in said schedule were delivered over at said Valuation to said Plaintiff and that the lease or covenants were executed and appraisement made and property delivered over at the same time.

The Plaintiff then offered to prove by James Montgomery and James Deaver the persons who made the said schedule and valuation that at the time the property therein specified was appraised and delivered over to the said Plaintiff as aforesaid, it was agreed between the Plaintiff and Defendant that the value of said property should be applied by said Plaintiff to the payment of the outstanding debts of said Defendants, To the admissibility of which evidence the Defendant by his Counsel objected, and the Court sustained the objection and rejected the testimony as inadmissible to which opinion of the Court the Plaintiff prays leave to except and the Court here would sign and seal this his first Bill of Exceptions which is accordingly here done.

Stevenson Archer (seal)
Thos Hall (seal)

2nd The Defendants in addition to the evidence offered in the first Bill of Exceptions which is made a part of this, further to support the issue on his part offered to prove by John Levin that he heard the plaintiff say some time about the first of June after the execution of the covenant referred to in the first Bill of Exceptions that he had received the Defendants farm and personal property on agreement that he should maintain his father the Defendant and his mother for the use of said property, and to pay $20 per year on account of the stock and other personal property, he the Plaintiff was to pay all his fathers debts for the use thereof. And if the Defendant his father should die shortly