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There being no other witnesses to be examined on this day I adjourned the execution of the within commission to the same hour and place at the request of complainants solicitor to Tuesday the twenty sixth of October present when and where I proceeded to take the following depositions to wit, Thomas I. Marshall a witness of lawful age produced on the part of the complainants after having been duly sworn on the Holy Evangely of Almighty God and examined to interrogatories filed with me the said commissioner by the complainants solicitor and herewith returned deposes and says.-

To the first interrogatory he answers and says that he knows the complainants but is not acquainted with the infant defendant.

The second third fourth and fifth interrogatories waived.-

To the sixth interrogatory he answers and says that he was a very intemperate man during the latter part of his life and at his death was supposed to be insolvent.

Seventh and eighth interrogatories waived.-

To the ninth interrogatory he answers and says that he left her very poor having died insolvent.

Tenth eleventh twelfth and thirteenth interrogatories waived.

Joseph Hatton a witness of lawful age produced on the part of the complainants being duly sworn on the Holy Evangely of Almighty God and examined to interrogatories filed with me the said commissioner by the complainants solicitor and herewith returned deposes and says.-

To the first interrogatory he answers and says that he knows the parties to this suit.

To the second interrogatory he answers and says that he was the husband of female complainant, and he died in 1835 or 1836 they were married in 1828 or 1829.

Fourth, fifth, sixth, seventh eighth ninth, tenth eleventh and twelfth interrogatories waived.

To the thirteenth interrogatory he answers and says that he knows of no other property owned by the said Charles G. Fenley at his intermarriage with female complainant except negro man Sandy mentioned in a bill of sale herewith returned as complainants exhibit B.

I beg leave to return to the Honorable the Chancellor of the State of Maryland that in pursuance of the annexed commission to me directed and after having taken the oaths to the said commission annexed a certificate whereof appears thereon I administered to the several witnesses herein named and truly and fairly transcribed and wrote down their several depositions as by the said commission I am directed all of which together with the said commission I return closed to your Honorable Court under my hand and seal this thirtieth day of October 1841 as by the said commission I am directed.

Daniel C. Digges, Commissioner (Seal)

Exhibit C. This Indenture, made this third day of October in the year of our Lord one thousand eight hundred and thirty four between Charles G. Fenley and Caroline Fenley his wife of Prince George's County in the State of Maryland of the one part and Basil Hatton of the County and State aforesaid of the other part witnesseth that the said Charles G. Fenley and Caroline Fenley his wife for and in consideration of the sum of eight hundred dollars current money of the United States to them in hand paid by the said Basil Hatton before the sealing and delivery of these presents the receipt whereof they the said Charles G. Fenley and Caroline Fenley his

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wife doth hereby acknowledge and from every part and parcel thereof doth hereby acquit exonerate and discharge the said Basil Hatton his heirs executors and administrators they the said Charles G. Fenley and Caroline Fenley his wife hath granted bargained sold aliened enfeoffed and confirmed and by these presents do grant bargain sell alien ~~efeoff~~ and confirm unto the said Basil Hatton his heirs and assigns forever all that part of a tract of land lying and being in Prince George's County and on the north side of Piscataway Creek called Rich Hill upon which the said Charles G. Fenley and Caroline Fenley his wife now reside beginning at the mouth of Coopers Branch near a place called the Lions Den, running thence up the said branch and with the land of Henry D. Hatton to Elizabeth Jones's land then with said Elizabeth Jones land to Dennis Magruder's land to Piscataway Creek then up said creek to the beginning containing eighty two acres and an half acres of land more or less together with all and singular the buildings improvements woods ways waters water courses rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders rents issues and profits thereof and all the estate right title and interest whatsoever of them the said Charles G. Fenley and Caroline Fenley his wife both at law and in equity of into and out of the said part of a tract of land and premises hereby bargained and sold or meant mentioned or intended hereby so to be and every or any part and parcel thereof to have and to hold the said part of a tract of land so as aforesaid described called Rich Hill or by what soever name the same may be called together with the buildings and appurtenances and all and singular other the premises hereby bargained and sold or meant mentioned or intended hereby so to be and every part and parcel thereof with their and every of their appurtenances unto the said Basil Hatton his heirs and assigns forever and to and for no other use intent or purpose whatsoever and the said Charles G. Fenley and Caroline Fenley his wife for themselves their heirs executors administrators doth hereby covenant grant promise and agree to and with the said Basil Hatton his heirs executors administrators and assigns that they the said Charles G. Fenley and Caroline Fenley his wife their heirs executors and administrators the said part of a tract of land and premises hereby bargained and sold and every part and parcel thereof with the appurtenances thereunto belonging to him the said Basil Hatton his heirs and assigns against them the said Charles G. Fenley and Caroline Fenley his wife and their heirs and against all and every person or persons whatsoever claiming or to claim any right title or interest in and to the same or any part thereof shall and will hereafter warrant and forever defend by these presents. In witness whereof the said Charles G. Fenley and Caroline Fenley his wife hath hereunto subscribed their names and affixed their seals the day and year first herein before written.

Signed sealed and delivered in the presence of Geo. H. Lanham and Richd. L. Jenkins.-

Charles G. Fenley (Seal)
Caroline her + mark Fenley (Seal)

State of Maryland Prince George's County to wit. On this third day of October in the year of our Lord one thousand eight hundred