at the beginning of a tract of land (Cherry Walk) between the said Caleb Clarke and Doctor James M'Kill, and with part of said dividing line reversed as follows- north thirty degrees with thirty perches to the aforesaid stone at the beginning of Cherry Walk, then north fifty degrees, and fifteen minutes west, four and a half perches to the end of the third line of that part of Hickory Thicket heretofore conveyed by Charles Carroll to Philip Green and by and with the fourth line thereof North by east, one hundred and eighty two perches then by a straight line to the first beginning containing sixty eight acres and seven eighths of an acre more or less and making together with the said part of Burgess Delight herein before particularly described in the whole two hundred and seventeen acres of land more or less- The said part of a tract of land called Clarkes Fancy being all that part of the said tract, which was devised by Jacob Green by his last will and testament bearing date the sixth day of February in the year of our Lord eight hundred and two, to Philip Green and which was afterwards conveyed by the said Philip Green, to one Joshua T. Clarke and by the said Joshua T. Clarke conveyed to the said Caleb Clarke a particular and accurate description of which said part of the said tract of land called Clarke's Fancy, may be seen by having reference to the said will of the said Jacob Green, which is recorded in the office of the Register of Wills of Prince Georges County aforesaid the said part of the said tract of land called Clarke's Fancy containing sixty six acres more or less making together with the part of the tract called Burgess Delight herein before described and the part of the tract called Hickory Thicket, also herein before described two hundred and eighty eight acres more or less together with all and singular the buildings improvements woods ways waters watercourses rights liberties privileges hereditaments and appertenances 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 him the said Caleb Clarke both in Law and in Equity of in, to, and out of the said described lands and premises hereby bargained and sold or ment mentioned or intended hereby so to be, and every part and parcel thereof and therein and every of their appertenances unto the said Richard Peach his heirs and assigns forever to the only proper use and behoof of him the said Richard Peach, his heirs and assigns forever and to and for no other use intent or purpose whatsoever- And the said Caleb Clarke for himself his heirs executors and administrators doth hereby covenant grant promise and agree to and with the said Richard Peach his heirs executors administrators or assigns, that he the said Caleb Clarke and his heirs the said described lands and premises hereby bargained and sold and every part and parcel thereof with the appertenances thereunto belonging to him the said Richard Peach his heirs and assigns against him the said Caleb Clarke and his heirs shall and will hereafter warrant and forever defend by these presents In witness whereof the said Caleb Clarke, hath hereunto subscribed his name, and affixed his seal, the day and year first herein before written-

Signed sealed and delivered in the presence of- B. Bowling - H. B. Hazelip - } Caleb Clarke (Seal)

State of Maryland Prince George's County Sct: Be it remembered that on this thirteenth day of November in the year of our Lord eighteen hundred and twenty nine personally appears Caleb Clarke, party grantor within named before us the subscribers, two Justices of the peace of the State of

Maryland in and for said County and acknowledges the within deed or instrument of writing to be his act and deed and the lands and premises therein mentioned and thereby bargained and sold to be the right and estate of Richard Peach party grantee also therein mentioned his heirs and assigns forever according to the purport true intent and meaning of the said deed or instrument of writing and the acts of Assembly in such case made and provided-

B. Bowling, H. B. Hazelip -

Enrolled the 30th November 1829.-

And it was then proved, that Richard Peach was dead, and intestate and that one of the Jurors to wit, Samuel Peach, was his Brother and heir at Law and as such had an interest in the result of the suit - and it was contended by the plaintiffs counsel, that the said Samuel Peach was on that account, an incompetent Juror to try this cause, and thereupon the plaintiff by his counsel having first satisfied the Court, that said deed to Richard Peach was unknown to them or the plaintiff when the said Samuel was sworn as a Juror, prayed the Court to withdraw the said Juror, and to have a new Jury impannelled to try the said cause but the Court refused said application and permitted the said Samuel to execute a deed of reconveyance and release of said lands to Caleb Clarke for the purpose of restoring his competency as a Juror in open Court as follows to wit

"This Deed, made this 18th day of Octr. 1839, between Samuel Peach of Prince Georges County in the State of Maryland of the one part and Caleb Clarke of the County and State aforesaid of the other part witnesseth that the said Samuel Peach, for and in consideration of the sum of one dollar current money of the United States to him in hand paid before the sealing and delivery of these presents hath bargained and sold released and confirmed unto Caleb Clarke his heirs and assigns all those tracts or parcels of land lying and being in Prince Geo. Coty. aforesaid, which are particularly described in a deed from the said Caleb Clarke to one Richard Peach by deed dated the 13th Novr. 1829, and Recorded in Liber A. B. No. 5 one of the Land Records of said County To Have and to Hold all the right title and interest of the said S. Peach of in and to the said lands unto the said Caleb Clarke his heirs and assigns forever to his and their only proper use and behoof and to and for no other use whatever- In Witness whereof the said Saml. Peach has hereunto set his hand and affixed his seal the day and year first hereinbefore written-

Signed sealed and delivered in the presence of Clem. Dorsey } Saml. Peach (Seal)

On this 18th day of October 1839, personally appeared before me one of the Judges of the first Judicial District of Maryland Saml. Peach who being personally known to me, as the grantor, named in the aforegoing deed acknowledges the said deed to be his act and deed, according to the true intent and meaning thereof and the act of Assembly in such case made and provided.

C. Dorsey-

Enrolled 18th day of October 1839.-

And directed the trial of the said cause to proceed before the said Jury thus empannelled- To which opinion of the Court, and their refusal to permit said Juror to be withdrawn, the plaintiff by his counsel asked leave to except and prayed the Court to sign and seal this bill of