Whereupon, the said Judgment was in all things affirmed. Whereupon the Defendant by his Counsel objected to the admissibility of the said paper purporting to be the last Will & Testament of Hemsley Maffey as evidence of title in this cause and objected to any evidence being given of the execution of the paper, but the Court overruled the objection and permitted the plaintiff to prove the execution of the said paper. Whereupon the Defendant by her Counsel prayed leave to except to the said opinion of the Court and prayed them to sign and seal this her bill of exceptions which is accordingly done this 21. day of October 1811. Lem. Burnell (Seal) Tho: Monroe (Seal)

Joshua Maffey Lessee &c. } Ejectment. In addition to the matters and things before stated, the plaintiff
vs. } in the above cause having under the direction & permission of the Court read in
Elizabeth Maffey — } evidence a paper purporting to be the last Will & Testament of Hemsley Maffey
the defendant then offered to prove by competent and credible Witness that the said Hemsley Maffey had frequently declared and on the day before his death and some time after the execution of the said paper that he had made a Will & believed he had destroyed it, that as he could not find it he supposed he must have destroyed it but was uneasy about it as he intended & wished to alter it, and requested the Witnesses to go to his house for that purpose, but the Court rejected the testimony and would not suffer the same to be given in evidence to the Jury, whereupon the Defendant excepted to the said opinion, and that she might have the benefit thereof prayed the Court to sign and seal this which is accordingly done the 8th November 1811. Lem. Burnell (Seal)

Joshua Maffey Lessee &c. } Ejectment. In addition to the several matters and things before stated
vs. } the Defendant having given Evidence that Hemsley Maffey was a
Elizabeth Maffey — } married man at the time of making his Will & had two Children born after the execution thereof namely Emily Ann, born on the 17th January 1805. & Sarah Ann born in the 30th June 1807. The Counsel for the Defendant moved the Court to instruct the Jury if they should be of opinion that the said Children were born at the times before mentioned & after making the Will &c. that in such case the Will was revoked in point of law, but the Court refused to give such direction, and instructed the Jury that the Will was in full force & as such admitted in evidence, to which Opinion the Defendant excepted & prayed the Court to sign & seal this bill of Exceptions which is accordingly done this 8th Nov. 1811.

The plaintiff also on his part gave evidence that the said Hemsley Maffey on the 27th July 1804. acquired by Purchase 39½ a. of land & on 26th August 1805. acquired in like manner 78 acres & one quarter of which he died seized and that the said lands were situate in Talbot County — as by the annexed Deeds appear. On the Records of Queen Anne's County among other things is contained the following to wit: Queen Anne's County, to wit. Be it Remembered that on the fourth day of October Anno Domini Eighteen hundred and four, the following Deed was brought to be recorded, to wit. This Indenture made the twenty seventh day of July in the year of our Lord eighteen hundred and four Between Daniel Joes Maffey of Queen Anne's County in the State of Maryland Farmer of the one part, & Hemsley Maffey of the County & State aforesaid of the other part, Witnesseth, that the said Daniel Joes Maffey for & in consideration of the sum of fifteen hundred pounds current money of Maryland to him in hand paid by the said Hemsley Maffey before the sealing and delivery of these presents, the receipt whereof he the said Daniel Joes Maffey doth hereby acknowledge, Hath bargained sold aliened enfeoffed released & confirmed, & by these presents Doth bargain sell alien enfeoff, release & confirm unto the said Hemsley Maffey his heirs & assigns All that that a parcel of land situate lying and being in the County and State aforesaid called & known by the name of Collins Range, or Collins his Range, and contained within the following lines & bounds, Beginning at a marked White Oak the original beginning tree of the said tract of land and running from thence South thirteen degrees true half a degree East three hundred thirty one perches to the red lyon branch to a marked White Oak the second bounded tree of the said tract of land and from thence running North eighty seven degrees East one hundred and fifty perches, and running from thence North three degrees West three hundred and seventy perches and from thence by a line drawn South seventy seven degrees West two hundred and ten perches to the aforesaid

beginning tree, containing and now laid out for three hundred and twenty nine acres and one half of an acre of land be the same more or less (which said lines also include the quantity of forty six acres and three eighths of an acre of land heretofore sold & conveyed by the said Daniel Joes Maffey to the said Hemsley Maffey) and for which no consideration money is now paid by the said Hemsley Maffey to the said Daniel Joes Maffey) together with all & singular the houses, outhouses, buildings gardens, orchards, improvements, ways, waters, water courses, woods, underwoods, emoluments, advantages, rights, privileges, hereditaments & appurtenances, whatsoever to the same belonging or in any wise appertaining and the reversion & reversions, remainder & remainders, rents issues & profits thereof and of every part and parcel thereof, and of every part & parcel thereof, and all the estate, right, title, interest, use, trust, possession, benefit, property, claim & demand both at law and in equity of him the said Daniel Joes Maffey of in & to the same and every part & parcel thereof, To Have & To Hold the same the said land and premises with the appurtenances unto the said Hemsley Maffey his heirs and assigns to his and their own proper use and behoof forever. And the said Daniel Joes Maffey for himself his heirs executors & administrators doth hereby covenant promise and agree to & with the said Hemsley Maffey his heirs executors administrators or assigns, that he the said Daniel Joes Maffey and his heirs the said tract or parcel of land & premises with the appurtenances, hereby bargained & sold and every part and parcel thereof unto him the said Hemsley Maffey his heirs and assigns against him the said Daniel Joes Maffey and his heirs and against all & every other person or persons whatsoever claiming or to claim any right, title or interest in & to the said land or any part thereof shall & will warrant & forever defend by these presents. In Witness whereof the said parties to these presents have hereunto interchangeably set their hands & affixed their seals the day & year first above written. Daniel Joes Maffey (Seal)

Sealed & delivered, in the presence of Wm Lindsay — William Ch Hackett —

On the back of the original Deed was thus endorsed to wit — Queen Anne's County, to wit. Be it Remembered that on the twenty seventh day of July in the year of our Lord eighteen hundred and four personally appeared Daniel Joes Maffey party Grantor mentioned in the within Deed or Instrument of writing before me the Subscriber two of the Justices of the peace of the State of Maryland for Queen Anne's County aforesaid & acknowledged the within Deed or Instrument of writing to be his Act & Deed & the Land & premises therein mentioned & thereby bargained & sold to be the right and estate of the said Hemsley Maffey party Grantee also therein mentioned his heirs and assigns forever — according to the purport bona intent & meaning of the said Deed or Instrument of writing & the Acts of Assembly in such case made & provided — acknowledged before & certified by — Wm Lindsay — William Ch Hackett —

This Deponent aged about fifty six years deposeth and saith that the place he now saith is the place where a white three feet of the place where the second bounded tree of a tract of land called Collins Range stood, and this Deponent further saith that he were present at the survey of said tree by Abraham Roberts upwards of twenty years ago — and he this Deponent saith that his people cut the said second bounded tree of said land down, about twelve years ago — This twenty third day of July one thousand eight hundred and four in the presence of James Hackett Jun. Joshua Maffey & Hemsley Maffey — July 23rd 1804. sworn before Thomas S. Burgess —

Maryland Queen Anne's County, to wit. I hereby certify that the aforegoing is truly taken & copied from Liber S.T.W. No. 4 folio 482 491 and 495. one of the Land Records of Queen Anne's County — In Testimony whereof I have hereto set my hand and affixed the seal of my office this 20th day of October Eighteen hundred and eleven — John Browne Clk.

Seal of Queen Anne's County Court

On the Records of Queen Anne's County is contained the following to wit: Queen Anne's County, to wit. Be it Remembered that on the twenty fifth day of October Anno Domini Eighteen hundred & four, the following Deed was brought to be recorded, to wit. This Indenture made the seventh day of October in the year of our Lord eighteen hundred & four Between Philip Reed of Kent County in the State of Maryland Esquire of the one part and Hemsley Maffey of Queen Anne's County in the said State, farmer of the other part. Witnesseth, that the said Philip Reed for & in consideration of the sum of five Dollars current money of the United States to him in hand paid by the said