one hundred and ninety-eight perches, until it intersects the South-south-west, three hundred and twenty-perches, line of the original escheat tract land, called Bold Venture, then bounding on and with that line South-south-west, twenty-nine perches, until it intersects the east line of a tract of land called Bole's Harbour, then bounding on and with that line of Bole's Harbour, east sixty perches, until it intersects the north-north-east, three hundred and twenty perches, line of a tract of land called "Mountenay's Neck," then bounding on that line to the end thereof, north-north-east forty four perches, then west north-west fifty-four perches, unto the end of the west-north-west, fifty four perches, line of the original escheat tract, called "Bold Venture," then South-south-west twenty perches, until it intersects the east, one hundred and eighty-one perches, line of a tract of land called Barrow Barrow, then bounding on that line reversed, of the same west one hundred and twenty-perches, unto the end of the South, six degrees, west thirty-seven perches, line of said land, then bounding on that line, reverse of the same, north six degrees, east twenty-nine perches and three-quarters of a perch, until it intersects the east line of a tract of land called "Hanson's Wood Lot," then bounding on that line, reverse of the same, west twenty-one perches and half a perch, until it intersects the south by west line of a tract of land called Salisbury Plains, then bounding on and with that line to the end thereof, south by west thirty-nine perches, then bounding and with the given line of Salisbury Plains, north forty one degrees and thirty minutes, west ninety-one perches and half of a perch, until it intersects the given line of a tract of land called "Lurn's Lot," and then with a straight line to the place of beginning; containing and laid out for fifty acres and the fourth part of an acre, more or less. Beginning for the other part at a bounded white oak, standing near the side of the north-west branch of Patapsco, it being the second bounded tree of a tract of land called Mountenay's Neck, and running thence bounding on the said land, east south-east seventy one perches, unto a creek of the said north-west branch, then bounding down with the said creek, south twenty degrees, west seven perches unto the mouth of said creek, then bounding upward on said north-west branch, the four following courses, viz: north fifty eight degrees west thirty-five perches, south eighty degrees, west sixteen perches, north seventy-four degrees, west ten perches, north thirty-three degrees, west twenty perches, and then with a straight line to the beginning; containing and now laid out for two acres and three-quarters of an acre, more or less, and containing and laid out in the whole, in both the aforesaid parts for fifty-three acres, more or less, according to the certificate of survey thereof, taken and returned into our land office, bearing date the thirtieth day of June, seventeen hundred and fifty nine and there remaining; together with all rights, profits, benefits and privileges thereunto belonging (Royal Mines excepted.) To have and to hold the same, unto him the said William Rogers, his heirs and assigns forever, to be holden of us and our heirs as of our manor of Baltimore, in free and common socage, by fealty only, for all manner of services. Yielding and paying therefor, yearly unto us and our heirs, at our receipt, at Buck Lick of St. Mary's, at the two most usual feasts in the year, viz: The feast of the Annunciation of the Blessed Virgin Mary and St. Michael, the Arch Angel, by even and equal portions, the rent of two shillings and one penny half penny sterling in silver or gold, and for a fine upon every alienation of the said land or any part or parcel thereof, one whole year's rent in silver or gold, or the full value

thereof, in such commodities as we and our heirs, or such officer or officers as shall be appointed by us and our heirs, from time to time to collect and receive the same shall accept in discharge thereof, at the choice of us and our heirs, or such officer or officers aforesaid. Provided, that if the said sum for a fine for alienation shall not be paid unto us and our heirs or such officer or officers aforesaid before such alienation, and the said alienation entered upon record either in the provincial Court or County Court where the same parcel of land lyeth within one month next after such alienation; the said alienation be void and of no effect. Given under our Great Seal of our said Province of Maryland, this twenty-eighth day of September, Anno Domini seventeen hundred and fifty nine. Witness our trusty and well beloved Horatio Sharpe, Esquire, Lieutenant General and Chief Governor of our said Province of Maryland, Chancellor and Keeper of the Great Seal thereof.—

Horatio Sharpe. (The Great Seal)

In Testimony that the aforegoing is a true copy from Liber B. C. and G. S. No. 10, folio 541, one of the records belonging to and remaining in the Western Shore Land Office of Maryland, I have hereunto set my hand and affixed my official seal, this 15th day of January, 1842.— George G. Brewer, Reg. Land Office W. S. M. (Seal of place)

And thereupon, the plaintiff and defendants respectively prayed the Court in their respective parts, as follows:

Plaintiff's Prayers from No. 1 to 16.—

1st. If the jury shall find from the evidence that a patent was granted by the state of Maryland to Alexander Mountenay for Mountenay's Neck, on the 30th June 1663, and a deed from Samuel Wheeler and wife to Daniel Jones, of the 22nd March 1685, and the deed from Blunt to Todd, of the 4th October 1689, and the deed from Todd to Hurst, of the 3d of March 1701, and the deed from Todd to Charles Carroll, of the 16th June 1701, and the deed of mortgage from John Hurst to Richard Bolegate, on the 13th October 1702, the deed from said Hurst to Thomas Shredine and Thomas Sligh, of the 19th March 1749, and the will of Richard Bolegate of the 8th day of August 1721, in favor of his two sons John and Thomas Bolegate, and a deed from the said John and Thomas Bolegate to Thomas Shredine and Thomas Sligh, of the 15th November 1750, a deed from Thomas Shredine to Thomas Sligh of the 26th June 1756, a deed from Charles Carroll to Thomas Sligh of the 31st May 1759, the deed from Thomas Sligh to Thomas Hammond, and that said Thomas Hammond died before the Revolution, leaving William Hammond his eldest son and heir at law, and that he inherited the land of his father Thomas as such heir; and the jury find the two deeds from the said William Hammond to John Cornthwait of the 20th September 1775, and of the 2d of April 1779, and the two deeds from John Cornthwait to John Hammond, of the 24th September 1779, and of the 7th June 1780, and the deed from John Hammond to John Anderson of the 4th March 1795. And if the jury believe that John Hammond intermarried with the plaintiff in this case soon after said last mentioned deed, and that she was the sister of John Anderson. And if the jury believed that said John Anderson departed this life about the year 1805, without ever having been married, and that said John Hammond also died soon after him, and that the plaintiff in this cause