In Testimony whereof I hereto set my name and affix the seal of
(Seal) Anne Arundel County Court this seventh day of July in the year
eighteen hundred and thirty five.

Wm. S. Green, Clk. A. A. County Court.

Recorded the 17th day of July 1835 & examined.

Pr. Wm. Hance, Clk.

Maryland Calvert County Set. I hereby certify that the foregoing is a
true copy taken from Liber W.H. No. 2. folio 183 &c one of the Land
record books of Calvert County.

In Testimony whereof I hereto subscribe my name and affix the
(Seal) seal of Calvert County Court this fourteenth day of October eighteen
hundred and thirty nine. Wm. Hance, Clk. Calvert Coty. Crt.

and afterwards the parties aforesaid by their solicitors aforesaid filed in the
said cause the following paper with the agreements of the counsel thereon
to wit, This agreement and covenant between John Rousby Plater of
Saint Mary County Maryland on the one part and John Darnall of
Prince Georges County Maryland of the other Witnesseth That the said
John R Plater sells to the said John Darnall a part of a tract of land
called Great Elkton Head Manor including the mill seat and mill
supposed to contain nine hundred and ninety eight acres and a half
more or less at the price of nine dollars per acre the said Darnall
binds himself to make the following payments, on the first day of
January eighteen hundred and seventeen the sum of two thousand dollars
and the balance of the purchase money in two equal annual payments
from the first day of January eighteen hundred and seventeen with the
legal interest annually on the whole balance unpaid and the afore-
said J. R. Plater obligates himself to convey in fee to the said John
Darnall on the payments being completed each party having a
copy of this bargain and agreement dated this thirtieth day of Novem-
ber eighteen hundred and sixteen.

The word "himself" added at the beginning of the tenth line from the top.

Test. Wm. H. Fitzhugh. J. R. Plater.
Geo. Plater. John Darnall.

The signatures of J. R. Plater and John Darnall to the above contract
are admitted to be genuine of which the defendants Exhibit I is a
counterpart. J. Johnson for Compltt.
A. Randall for Defdts.

The within papers may be filed in the case of William Plater agst.
Edward Jones and others, to have the same effect as if returned with
the commission and proved thereunder. J. Johnson for Compltt
A. Randall for Defts.

and afterwards to wit on the 4th day of Janry 1843 the complainant
aforesaid by his solicitor aforesaid filed in the said cause his exceptions
to certain portions of the evidence taken under the commission in
the words following to wit.

William Plater adm. &c } In Chancery.
of John R Plater, } Exceptions on the part of the complainant
vs. } to portions of the evidence taken under the
Washington Jones, et al. } commission to Thomas Mitchell issued on



the 7th November 1839 and returned on the 23d Oct. 1841.

1. The complainant excepts to so much of the answer of James P. King
to the defendants eleventh interrogatory as speaks of the contents of or
requests contained in a letter from John R. Plater to the witness
upon the ground that the letter itself should be produced, or its non pro-
duction accounted for.

2. And the complainant excepts to the exhibits marked J. D. No. 1,
J. D. No. 2, J. D. No. 3, and J. D. No. 4, so far as they are intended to
explain vary, or add to the contract of the parties John Darnall
and John R. Plater, as contained in the papers marked W. P. No. 1 and
Exhibit I.

J. Johnson, for Compltt.

And on the day and year last aforesaid came the parties aforesaid by their
solicitors aforesaid and filed in the said cause the following agreement,

William Plater adm. &c } In Chancery.
of John R. Plater, } It is agreed in this case that the defendants
vs. } Exhibit J. filed 6th Sept. 1838 and returned
Edward Jones, et al, } with the commission, and then filed on the
23d October 1841 contains a correct statement of the periods and
amounts paid on account of the purchase money of the land for
which this suit was brought, except the credit claimed for the note
of John Allen and James E. Sellers dated 6th November 1833 in
reference to which the parties reserve the right to take proof before
the auditor the accuracy of the calculations however is to be exam-
ined, and if necessary corrected by the auditor, and it is further
agreed that the heirs and representatives of the said John Darnall, or
their alienees as stated in the proceedings are correctly stated, and that
they hold the relation to the said Darnall as therein stated and it is
also admitted that the complainant is the administrator of John R.
Plater, the only question therefore presented to the Chancellor at this
time is whether the defendants are to be charged with the quantity of
998½ acres of Land at the price of $9 per acre as claimed by the
plaintiff or with only 943 at the same price, as alleged by the
defendants. And after the proof shall have been taken, with refe-
rence to the note of Allen and Sellers the propriety of allowing a
credit for that note also, will be submitted to the Chancellor upon
exceptions to the report of the auditor. When the sum for which
the defendants are chargable shall have been ascertained, a decree
will be passed directing the payment of the same with interest,
and appointing a trustee to convey the title upon such payment,
and in default of payment by a day to be limited, then to make
sale of the land, in the proceedings mentioned.

J. Johnson for Compltt.

20th Decr. 1842. S. Pinkney & A. Randall for Defendants

And afterwards to wit on the 6th day of February 1843 the Chancellor
passed an order in the said cause in the words following to wit.

In Chancery 6th Feby 1843.

Ordered, That this case be and the same is hereby referred to the audi-
tor to state an account of the amount now due to the plaintiff
from the pleadings and proofs now in the case and such other proofs