thus line reversed to the beginning containing thirty seven acres more or less as also one other tract or parcel of land called "John's Choice" diminished beginning for the same at the end of the fifth line of the said part as platted by James Robinson and according to a deed held by N. M. McGregor and running with the sixth and part of the seventh line as follows — North seven degrees thirty minutes east eighty five perches north eighty three degrees west eighteen perches then leaving the out lines and running south twenty degrees and forty five minutes west thirty two perches South nine degrees thirty minutes west forty eight perches to the aforesaid fifth line then with the said line to the beginning containing eleven and three quarter acres 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 any wise appertaining and the reversions and remainders rents issues and profits thereof and all the estate right title and interest whatsoever of him the said Elisha Berry both at law and in equity of in and out of the said tracts or parcels 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 tracts or parcels of land as aforesaid described 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 William F. Berry his heirs and assigns forever and to and for no other use intent or purpose whatsoever and the said Elisha Berry for himself his heirs executors and administrators doth hereby covenant grant promise and agree to and with the said William F. Berry his heirs executors, administrators or assigns that he the said Elisha Berry and his heirs the said tracts or parcels of land and premises hereby granted bargained and sold and every part and parcel thereof with the appurtenances thereunto belonging to him the said William F. Berry his heirs and assigns against him the said Elisha Berry and his heirs and his heirs and against all and every person or persons whomsoever 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 Elisha Berry hath hereunto subscribed his name and affixed his seal the day and year first hereinbefore written.

Signed Sealed and delivered in presence of
J. B. Bett. Geo. W. Wilson.

Elisha Berry. (Seal)

Maryland Prince Georges County to wit.

On this twenty first day of June in the year of our Lord eighteen hundred and thirty nine personally appears Elisha Berry of Prince Georges County being the party grantor above named before us the subscribers two Justices of the peace 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 the within named William F. Berry party grantee also therein

named his heirs and assigns forever according to the purport true intent and meaning of the said deed or instrument of writing and the act of Assembly in such case made and provided. J. B. Bett.
Geo. W. Wilson.

We do hereby certify that Elisha Berry whose acknowledgment we have alone taken is the identical person who professes to be the party grantor in the aforegoing deed. J. B. Bett. Geo. W. Wilson.

Enrolled the 18. day of July 1839.

Maryland Prince Georges County Set.

I hereby certify that the above and aforegoing is truly taken and copied from Liber A. B. No. 12, folio 245, 246 & 247 one of the Land record Books of Prince Georges County.

(Seal) In Testimony whereof I have hereunto subscribed my name and affixed the seal of Prince Georges County Court this 5th day of March Anno Domini 1840.

Aquila Beall, Clk. of P. G. County Court.

And thereupon a writ of subpoena was accordingly issued against the said defendant William F. Berry to Prince Georges County as prayed for by the said Bill, returnable to the next Term of the said Court at which next Term to wit, March Term 1841, the Sheriff of Prince Georges County made return of the said writ of subpoena thus endorsed "Summ. d."

And afterwards at the same Term came Thomas G. Pratt, Esquire of counsel for the said Defendant and in his behalf appeared to the said suit. And the said cause thus standing was continued until the next Term of the said Court at which next Term to wit July Term 1841 the Chancellor passed an Interlocutory Decree in the said cause in the words following to wit.

Elisha Berry and Robert W. Brooke, Val. vs. William F. Berry. } In Chancery. July Term 1841. The defendant having been duly summoned to appear to the bill of the complainants and having appeared thereto but failing to file his answer according to the rules of the Court. It is thereupon this 19th day of July in the year eighteen hundred and forty one by Theodorick Bland Chancellor and by the authority of this Court adjudged ordered and decreed that the complainants are entitled to relief in the premises But in as much as it does not sufficiently appear to what relief the said Complainants are entitled it is further adjudged ordered and decreed that a commission to take testimony to support the allegations of the bill issue to Truman Tyler of Prince Georges County according to the act of Assembly.

Theodorick Bland, Clk.

And thereupon a commission ex parte was accordingly issued in pursuance of the said Interlocutory Decree to Truman Tyler Esquire of Prince Georges County. and afterwards at the same Term came the said Defendant by his counsel Thomas G. Pratt and Clark C. Magruder Esquires and filed his petition in the said cause in the words following to wit.

Robert W. Brooke and others. vs. William F. Berry. } In Chancery. The petition of William F. Berry of Prince Georges County respectfully represents to the Hon: the Chancellor of Maryland that before he was required under the rules of your Court to file