and all the other proceedings were by the Chancellor read and considered. It is thereupon this 19th day of December 1838 by Theodorick Bland, Chancellor, and by the authority of this Court, in pursuance of the agreement of the parties in writing filed adjudged Ordered and decreed that the defendants shall pay to the Complainant the sum of Twelve Hundred and Fifty dollars together with the costs of this suit which shall be in full of all claims & demands of the said Complainant against the said Defendant. And it is further adjudged Ordered and Decreed in pursuance of the said agreement that on the payment by the defendant to the complainant of the sum of money above mentioned and costs of this suit the said Complainant shall by a good deed to be executed and acknowledged according to law convey unto the said defendant in fee simple free from all incumbrances created by him the said complainant all the right and Estate of the said Complainant in and to all that farm situated on Gunpowder River in Harford County composed of two contiguous tracts one called Merriken's Inheritance and the other Friendship being the same land mentioned in the proceedings in this cause. And it is further adjudged Ordered and decreed in pursuance of the said agreement that there shall be a stay of execution on this decree for twelve months provided one third of the sum of money beforementioned shall be paid by the said defendant to the said Complainant within three months from the 12th day of December 1838 one other third in six months from the day and year last aforesaid and the residue in twelve months from the day and year last mentioned with interest thereon from the said 12th day of December Eighteen Hundred and thirty Eight.

Theodorick Bland. Chancellor.

True Copy - Test. Louis Gassaway Reg'r Cur Cur.

Whereas the money specified in the within decree was paid by Otho Scott to me except the costs and in consideration I hereby assign the said decree to said Scott he to settle the costs therein when he receives them.

Sam'l H. Birckhead.

Complainants Exhibit B.
Samuel H. Birckhead & Sarah Birckhead his wife
Vs
James Reardon.

Deed dated 23d May 1839.
Whereas the chancellor of the State of Maryland by decree hath ordered the said James Reardon to pay said Samuel H. Birckhead $1250 00/100 and the said Samuel to convey in fee to said James the lands herein after described. Now in consideration of said decree and the sum of five dollars, the said Samuel H. Buckhead and Sarah Buckhead have bargained and sold aliened enfeoffed and by these presents do give grant bargain and sell alien and enfeoff release convey and confirm unto the said James Reardon his heirs and assigns a tract or parcel of land called Merrikens Inheritance Forever, situate in Harford County aforesaid containing in all about 334 acres which was conveyed on or about the 19th day of June in the year 1815 by Jacob Bond and Merriken Bond to Thomas H. Buckhead late of said County now deceased, who was the father of the said Samuel and died intestate, also all that part of that portion of a tract of land called Friendship situate in said County that lies on the Western side of the road commonly called the Old Joppa road leading from Onions Works on the Little Falls of Gunpowder unto Gunpowder Neck which was conveyed in the month of June

aforesaid to the said Thomas by the said bonds as will appear on reference to the deed recorded in Liber 7 folio 45 in one of the Land Records Books of Harford County Court. The said Samuel hereby reserving the lien of said decree till the same shall be paid. True Extract. Test: A. Lingan Jarrett. Clerk.

The Execution of this Commission appears by certain Schedules thereunto annexed.

Sam'l Robinson (Seal)

Commissioner 2 days $8.00. Witness
Clerk 2 days 5.33 1/3. Sam'l H. Birckhead 1 day $ 2.66 2/3.

And at the same time there was filed in the said cause the following deed of Mortgage with the admission of Counsel endorsed thereon in the words following to wit: This Indenture made this Eighth day of December in the year Eighteen Hundred and forty one between James Reardon and Eliza his wife of Harford County and State of Maryland of the one part and Otho Scott of Harford County and State aforesaid of the other part Whereas the said James Reardon is indebted to the said Otho Scott in the sum of Five thousand Dollars payable on the first day of January in the year Eighteen hundred and forty four and these presents are executed to secure the payment of the same. Now this Indenture witnesseth that the said James Reardon and Eliza his wife in consideration of the premises and the further consideration of five dollars to them in hand paid by the said Otho Scott at or before the sealing and delivery of these presents, have granted bargained and sold and by these presents do grant bargain and sell to the said Otho Scott and his heirs and assigns all that tract or parcel of land lying and being in Gunpowder Neck in Harford County aforesaid and composed of two contiguous tracts one called Merriken's Inheritance Forever and the other called Friendship containing in the parcel hereby conveyed Five hundred acres more or less the same being all the lands sold by Jacob Bond and Merriken Bond to Thomas H. Birckhead and also the adjoining parcel purchased by said James Reardon from the representatives of Lewis Brant, and the said parcel hereby conveyed being all the lands in Gunpowder Neck to which the said Reardon and Eliza his wife have any manner of right title or possession together with all the rights privileges and appurtenances thereto belonging. To Have and to Hold the said Lands and premises and every part thereof to the said Otho Scott and his heirs to the said Otho Scott and his heirs to the only use of the said Otho Scott and his heirs and assigns forever. Provided always and it is the true intent and meaning of these Presents and of the parties hereto, that if the said parties of the first part or their representatives shall pay to the said Otho Scott or his executors adm'rs or assigns the said sum of Five Thousand Dollars on the first day of January in the year 1844 then these presents to be void and of no effect, and it is further agreed between the said parties hereto that if the parties of the first part shall pay the interest annually on the said sum of five thousand dollars, after the same shall become due as aforesaid then upon such annual payment of interest the payment of the principal shall not be demanded until the first day of January in the year Eighteen hundred and fifty.

And the said parties of the first part hereby promise and oblige themselves to pay to the said Scott the said sum of Five thousand Dollars when the said sum shall be payable as aforesaid. In Witness Whereof the said James Reardon and Eliza his wife have