in the year 1849, as deponents opinion. On Monday the 30th day of July 1860, in pursuance of notice to said parties, the commissioner proceeded to the Clerks office of Washington County and then and there took the following depositions, to wit Isaac Nesbitt Clerk; being duly sworn and examined to interrogatories filed with the commissioner by the complainants, and thereunto returned deposes and says. 1 Mr answer to the 1st Interrogatory deponent says that upon the examination of the records of this office, he finds therein recorded a deed from Sarah Stiffler to George Stiffler, recorded in the year 1849, and that the paper herewith filed marked "Exhibit S. G." is a true exemplification of the record thereof. (The complainants herewith file and exhibit as part of this testimony the said Copy of said deed marked "Exhibit S. G." which is hereunto annexed) 2. Mr answer to the 2nd Interrogatory deponent says that he has made examination of the Land Records of this office for the year 1849, and can find no other deed between the said parties recorded in that year. There being no other witnesses to be examined and neither of said parties desiring further time for the production of their evidences the said Commissioner closed said commission and thereunto returns the same under his hand seal this 30th day of July 1860.

Frances M. Darby, Comm. Seal

Here follows the Exhibit marked S. G. mentioned and referred to in the foregoing deposition of the said Isaac Nesbit, Clerk, and annexed & send returned, with said Commission, to wit.

This Indenture, made this seventh day of April, one thousand eight hundred and forty nine, between Sarah Stiffler of Washington County, and State of Maryland, of the one part, and George Stiffler of the aforesaid County and State of the other part; Witnesseth that the said Sarah Stiffler for and in consideration of the sum of six Hundred and fifty dollars current money, to her in hand paid by the said George Stiffler, at and before the sealing and delivery of these presents, the receipt whereof the said Sarah Stiffler doth hereby acknowledge, and thereof doth release acquit and discharge the said George Stiffler, his heirs, executors and administrators, by these presents, the said Sarah Stiffler, hath granted, bargained and sold, and by these presents does grant, bargain and sell unto the said George Stiffler his heirs and assigns a certain lot or parcel of land, situate in the town of Sharpsburg, in Washington County, known on the plat or plan of said town as lot No Eighty three (83) containing for said lot one hundred and three (103) feet in breadth, and two hundred and six (206) feet in length, more or less, together with all and singular, the buildings, improvements, privileges and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, unto him the said George Stiffler, his heirs and assigns, all the right, title, interest

and estate of her and to the aforesaid lot or parcel of ground and premises and appurtenances thereto belonging, to the only proper use and benefit of him the said George Stiffler, his heirs and assigns forever; the said George Stiffler yielding and paying therefor, unto the proprietors of said Town of Sharpsburg or their successors in the month of July next, then yearly and every year thereafter, the annual rent of five shillings lawful money, current money. And the said Sarah Stiffler for herself and her heirs doth hereby covenant, grant, promise, and agree, to and with the said George Stiffler his heirs and assigns, that she the said Sarah Stiffler and her heirs, the said lot or parcel of ground and premises hereby granted, bargained and sold, and every part and parcel thereof, with the appurtenances thereunto belonging to the said George Stiffler his heirs and assigns against her the said Sarah Stiffler and her heirs, and against all and every person or persons whatsoever shall and will warrant and forever defend. In witness whereof the said Sarah Stiffler has hereunto subscribed her name and affixed her seal the day and year above written.

Signed sealed and delivered, in the presence of R. Ellsworth Cook, Jeremiah Kuhn

Sarah her X mark Stiffler Seal

State of Maryland, Washington County, Sc wit: Be it remembered, and it is hereby certified, that on this seventh day of April, in the year of our Lord one thousand eight hundred and forty nine before the subscribers, two Justices of the Peace, of the State of Maryland in and for Washington County aforesaid, personally appeared Sarah Stiffler, she being known to us to be the person named and described as, and professing to be the party to the foregoing deed or indenture and acknowledged the said indenture to be instrument of writing to be her act and deed. In testimony whereof, we hereunto subscribe our names on the day and year aforesaid.

R. Ellsworth Cook J. P. Jeremiah Kuhn J. P.

Washington County, Sct. I hereby certify that the foregoing is a true copy from Liber I. N. No 41 folios 272 & 273, one of the Land Records of Washington County, and recorded May 9th 1849.

In Testimony whereof I hereunto subscribe my name, and affix the Seal of the Circuit Court, for said County this 9th day of July A. D. 1860

Seal of Court

Isaac Nesbit, Clk

And thereupon the said Defendants by their Solicitor aforesaid, filed in Court here, on the 30th day of July 1860, the following exceptions to the foregoing testimony to wit: