his Wife have hereunto subscribed their names and affixed their seals on the day and year above written.

Moses Hawkings (Seal)
Rebecca Hawkings (Seal)

Signed sealed and delivered in presence of John C. Weis Thos M. Porter

State of Maryland Allegany County to Wit I hereby certify that on the 29 day of March in the year of our Lord 1852 before the Subscriber two justices of the peace of the State of Maryland in and for the Body of Allegany County duly commissioned and sworn personally appeared Moses Hawkings and Rebecca Hawkings his Wife they being sworn to be the persons who are named and described as and purporting to be the parties grantors in the aforegoing deed or indenture and severally acknowledged the said deed or indenture to be their respective act and deed and the land and premises therein mentioned and thereby bargained and sold to the right and Estate of the within named James D. Armstrong party grantee also therein named his Heirs and assigns forever according to the purport tenor and meaning of the said deed or indenture and the acts of assembly in such case made and provided and the said Rebecca Hawkings wife of the said Moses Hawkings did sign and seal the said deed or indenture and of the presence and hearing of her husband and being by us justices as aforesaid privately examined and apart from and out of the presence and hearing of her husband whether she doth execute and acknowledge the same willingly and freely and without being induced to do so by fear or threats of or ill usage by her said husband or through fear of his displeasure declares that she doth execute and acknowledge the same willingly and freely and without being induced to do so by fear or threats of ill usage by her husband or through fear of his displeasure. In Witness whereof we hereunto subscribe our names on the day and year aforesaid.

John C. Weis J.P. Thos M. Porter J.P.

Recorded and delivered for stamps the day this deed was offered for record

H. Resley C.C.

The defendant then further offered in evidence by Moses Hawkings that he sold the land to James D. Armstrong during the life time of Mr George Hustle.

The defendant further offered in evidence the following deed from James D. Armstrong and wife to Meshack Frost.

This Indenture made this 1st day of April in the year of our Lord 1852 between James D. Armstrong and Julia A. M. Armstrong his Wife of Allegany County and State of Maryland of the one part and Meshack Frost of the County and State aforesaid of the other part Witnesseth that the said James D. Armstrong and Julia A. Armstrong his Wife have for and in consideration of the sum of Ten hundred and fifty dollars current money of the United States to them in hand paid by the said Meshack Frost at and before the sealing and delivery of these presents the receipt of which they do hereby acknowledge grant bargain and sell alien enfeoff release convey and confirm unto the said Meshack Frost his Heirs and assigns forever all the following tract. Lot or piece of land lying and

3998 on the Midland Lots to the Westward of Fort Cumberland and contained within the following metes and bounds to Wit, Beginning at the Beginning of Lot 3997 and running West 80 pes South 100 pes East 80 pes then by a straight line to the beginning containing 50 acres together with all and singular the improvements advantages property and appurtenances thereunto belonging or in any wise appertaining To have and to hold and from the said Meshack Frost his Heirs and assigns and also all the Estate right title interest property claim and demand whatsoever of them the said James D. Armstrong and Julia A. Armstrong his Wife of in and to the aforesaid land and premises hereby bargained and sold and to every part and parcel thereof to the only proper use and benefit of the said Meshack Frost his Heirs and assigns forever and the said James D. Armstrong for himself and his heirs doth hereby covenant grant promise and agree to and with the said Meshack Frost his Heirs and assigns that he the said James D. Armstrong and his Heirs the said land and premises hereby granted bargained and sold and every part and parcel thereof with the appurtenances thereunto belonging to them the said Meshack Frost his Heirs and assigns against him the said James D. Armstrong and his Heirs and all and every person or persons whatsoever claiming any right or title to the same shall and will warrant and forever defend. In Witness Whereof the said James D. Armstrong and Julia A. H. Armstrong his Wife have hereunto subscribed their names and affixed their seals the day and year above written.

Signed sealed and delivered in presence of John C. Weis Thos M. Porter — James D. Armstrong (Seal), Julia H. Armstrong (Seal)

State of Maryland Allegany County to Wit. I do hereby certify that on this first day of April in the year of our Lord 1852 before the Subscriber two justices of the peace of the State of Maryland in and for the Body of Allegany County duly commissioned and sworn severally appeared James D. Armstrong and Julia A. H. Armstrong his Wife they being sworn to be the persons who are named and described as and purporting to be the parties grantors to the aforegoing deed or indenture and severally acknowledged the said deed or indenture to be their respective act and deed and the land and premises therein mentioned and thereby bargained and sold to be the right and Estate of the within named Meshack Frost party grantee also therein named his Heirs and assigns forever according to the purport tenor and meaning of the said deed or indenture and the acts of Assembly in such case made and provided And the said Julia A. H. Armstrong wife of the said James D. Armstrong did sign and seal the said deed or indenture and of the presence and hearing of her husband and being by us justices as aforesaid privately examined separate and apart from and out of the presence and hearing of her husband whether she doth execute and acknowledge the same willingly and freely and without being induced to do so by fear or threats of or ill usage by her said husband or through fear of his displeasure" declareth that she doth execute and acknowledge the same willingly and freely and without being induced to do so by fear or threats of or ill usage by her said husband or through fear of his displeasure. In testimony