Danl Carroll of Dudn. S. T. Frost.

made and provided.

State of Maryland, Territory of Columbia, to wit, I hereby certify that the aforegoing is a true Copy from the Original Deed filed for Record the 6th day of October 1797 in my Office for recording Deeds in that part of the Territory of Columbia which lies within the State of Maryland. In Testimony whereof I have hereunto set my hand and affixed my seal of Office this 7th day of October 1797

(Seal) Jno. M Gantt Clk

The Defendant then offered in Evidence to the Court a Deed from the said Robert Morris, John Nicholson and James Greenleaf dated on the 26th day of June 1797 duly executed, acknowledged, and recorded, thereby conveying to a certain Henry Pratt, Thomas Francis, John Miller Junior, Jacob Baker and — Ashley all Interest and Estate of them the said Morris, Nicholson, and Greenleaf; The Defendant then proved that the said Deed from Law to Morris, Nicholson, and Greenleaf was lodged in the proper Office to be recorded by Lawalone; The Defendant then offered in Evidence to prove that William Hammond Dorsey who was authorized to protect the Interest of the said Pratt, Francis, Miller, Ashley, and Baker in the aforesaid property, did before the Execution of the Deed from the said Law before referred to, give notice to him the said Law that the aforementioned Deed had been executed to the said Pratt, Francis, Miller, Ashley and Baker, and cautioned the said Law not to execute the said Deed, but the said Law said that by making the said Deed thereby making the said property liable to the Attachment of the Plaintiff would tend to the improvement of the New Jersey Avenue as the Plaintiff had promised to expend a Sum of money thereon provided he succeeded in the said Attachment, the said Morris Nicholson, and Greenleaf were absent out of the State and having no person nor person authorized to accept any Deed or Deeds; Whereupon the Court were of Opinion that the said John Nicholson had not such an Estate in any of the Squares above mentioned whereof the Plaintiff could have Judgment, And the said Court did so adjudge accordingly, to which Opinion of the Court the Plaintiff begged liberty to except: and that the Court may sign and seal this Bill of Exceptions, which is done the 26th day of January 1798.

Jeremiah Townley Chase (Seal)

G Duvall (Seal)

In the case of the return from Prince George's County the Plaintiff offered in Evidence the following attested Copy of a Deed to Robert Morris and the said John Nicholson which contains all the Lands and Tenements in the Return of the Sheriff in the cause.

James Greenleaf Deed to Robt Morris & Jno. Nicholson

This Indenture made the thirteenth day of May in the year of our Lord one thousand seven hundred and ninety seven, Between James Greenleaf late of the City of Amsterdam in the United Netherlands but now of the City of New York in the State of New York Esquire of the one part and Robert Morris and John Nicholson both of the City of Philadelphia in the Commonwealth of Pennsylvania Esquires of the other part Witnesseth, that the said James Greenleaf in pursuance of certain Articles of Agreement made between himself of the one part and the said Robert Morris and John Nicholson of the other part bearing date the tenth day of July last as well in consideration of five Shillings lawful money of the State of Maryland to the said James Greenleaf in hand paid by the said Robert Morris and John Nicholson before the sealing and delivery of these presents the receipt of which is hereby acknowledged and for other good and valuable causes and considerations hath granted, bargained, sold, aliened, enfeoffed, assigned, released, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, assign, release, and confirm unto the said Robert Morris and John Nicholson their Heirs and Assigns as Tenants in Common and not as Joint Tenants except as is hereinafter excepted, all those hereinafter mentioned and described Lots, Squares, Lands, and Tenements, situate in the City of Washington in the Territory of Columbia wherein the said James Greenleaf and the said Robert Morris and John Nicholson were jointly interested each one equal undivided third part on the day of the date of the abovementioned Articles of Agreement that is to say all those three thousand Lots situate in the City of Washington aforesaid which the said James Greenleaf contracted for with the Commissioners of the

the said City by Articles of Agreement bearing date on or about the twenty third day of September in the year of our Lord one thousand seven hundred and ninety three as by the said Articles reference being thereunto had will more fully appear, And also all those other three thousand Lots situate in the said City of Washington for which the said James Greenleaf as Agent and Attorney for the said Robert Morris contracted with the said Commissioners by Articles of Agreement bearing date on or about the twenty fourth day of December in the year of our Lord one thousand seven hundred and ninety three as by the said Articles reference being thereunto had will more fully appear; Of which said six thousand Lots the Commissioners of the said City of Washington have since conveyed about two thousand eight hundred and fifty seven Lots and three thousand three hundred and fifty three Square feet to the said James Greenleaf in fee Simple by four Certificates, three of them bearing date on or about the ninth day of July in the year of our Lord one thousand seven hundred and ninety four, and the other on or about the eighteenth day of October in the same year as by the said Certificates reference being thereunto had will more fully appear; And also all those Lots situate in the City of Washington aforesaid supposed to be about two hundred and twenty in number which the said James Greenleaf contracted for with a certain Daniel Carroll of Duddington by two several Articles of Agreement one bearing date on or about the twenty sixth day of September in the year of our Lord one thousand seven hundred and ninety three, the other bearing date on or about the twenty fourth day of December in the same year as by the said Articles of Agreement reference being thereunto had will more fully appear: And also all those Lots supposed to be about four hundred and twenty eight and an half in number situate in the City of Washington aforesaid for which the said James Greenleaf contracted with a certain Notley Young by Articles of Agreement bearing date on or about the twenty sixth day of September in the year of our Lord one thousand seven hundred and ninety three and which the said Notley Young afterwards conveyed to the said James Greenleaf in fee Simple by Deed bearing date on or about the twenty eighth day of October in the year of our Lord one thousand seven hundred and ninety four as by the said Articles of Agreement and Deed, reference being thereunto had will more fully appear; And also all those Lots situate in the said City of Washington supposed to be about two hundred and thirty nine and one quarter in number for which the said James Greenleaf contracted with Uriah Forrest and Benjamin Stoddert by an Agreement in writing bearing date on or about the fifteenth day of July in the year of our Lord one thousand seven hundred and ninety four and which the said Uriah Forrest and Benjamin Stoddert and William Deakins Junior afterwards conveyed to the said James Greenleaf in fee Simple by three Deeds one of the said Deeds from the said Uriah Forrest and Benjamin Stoddert bearing date on or about the twentieth day of September in the year last aforesaid, one other of the said Deeds from the said Benjamin Stoddert and William Deakins bearing date the same day and year the other of the said Deeds from the said William Deakins bearing date the same day and year as by the said Agreement and Deeds reference being thereunto had will more fully appear; And also all those Lots situate in the said City of Washington supposed to be about one hundred and eight in number for which the aforesaid John Nicholson contracted with a certain William King by an Agreement in writing bearing date on or about the fourteenth day of July in the year of our Lord one thousand seven hundred and ninety four as by the said Agreement reference being thereunto had will more fully appear; And also all those Lots situate in the said City of Washington supposed to be about seventy nine and an half in number for which the said James Greenleaf contracted with William Bailey by an Agreement in writing bearing date on or about the fifteenth day of July in the year of our Lord one thousand seven hundred and ninety four as by the said Agreement, reference being thereunto had will more fully appear: And also all those Lots situate in the City of Washington aforesaid supposed to be about forty in number for which the said James Greenleaf contracted with