bargained and sold land and premises with all and every the appurtenances unto him the said Michael Kraner from and against them the said William Jacob & Mary his wife and from and against their Heirs and also from and against all and every person or persons whatsoever claiming any thing therein or thereto. And further they the said William Jacob & Mary his wife doth hereby covenant grant and agree that they will at any time and at all times hereafter at the reasonable request and at the proper Costs and charge of him the said Michael Kraner do make execute & acknowledge any other or further Act or Acts deed or deeds of conveyance in the Law for the better and more sure making over the above bargained land and premises unto him the said Michael Kraner his Heirs and assigns. In Witness whereof they the said William Jacob & Mary his wife hath hereunto set their hands and seals the day & year first above written. —

Signed Sealed & Delivered in the presence of Thos. Bond son of Dr. — Aquila Johns. } William Jacob — (Seal) Mary Jacob — (Seal)

On the day of the date of the within Received from Michael Kraner the sum of Ten thousand pounds current money it being the Consideration within mentioned to be by him paid to me. —

Witness Present, Aquila Johns. — William Jacob —

Baltimore County, to wit, On the Twenty eight day of March seventeen hundred and eighty, before the subscribers two Justices of the peace in and for the County aforesaid, Came William Jacob and acknowledged the within bargained and sold land & premises, to be the right and estate of the within named Michael Kraner his Heirs and assigns for ever — at the same time came Mary Jacob wife to the said William Jacob and being by us privately examined apart from and out of the hearing of her said Husband, acknowledged all her right and title to the within bargained and sold land and premises to be the right and estate of the within named Michael Kraner his Heirs and assigns for ever and that she made this Acknowledgement of her own free and voluntary Will and accord without being induced thereto by fear or threats of her said Husband or through fear of his displeasure. — Geo: Lindenberger. — Peter Shepherd.

The above Deed Received the 25th of March 1780. to be Recorded, same day Recorded in Liber W.S. No. E. folio 125. &c examined per W. Gibson Clk. —

And that the said Defendant by virtue of the Deeds aforesaid entered upon and has possessed the said Lands therein mentioned since that time. The Lease Entry and Ouster as laid in the Ejectment is also admitted. And if upon the above Case the Court are of opinion that the Defendant is not entitled to the said lands or any part thereof but that the title thereof is in the plaintiff, then the Judgment as entered is to stand, but if the Court are of opinion that the Defendant is entitled to the whole or to any part of the said lands, then the said

Judgment is to be struck out and such Judgment to be entered as the Court shall direct. — L. Martin for Plff. — Robt. G. Harper for Deft. —

N.B. — The same advantage to be had by both and either of the parties, on this Case stated, as on a Bill of Exceptions or a special verdict, and either party to be at liberty to appeal, and a stay of three months to be allowed to the party appealing, for the purpose of filing an appeal Bond. — — Robt. G. Harper. — L. Martin. —

Whereupon for that the Court here are not advised to give their Judgment of and upon the premises aforesaid, day therefore is further given to the said parties to hear thereof their Judgment, until the second tuesday of May next, for that the said Court here as yet are not, and so forth. —

And now at this day to wit, the said second tuesday of May being the eleventh day of the said month in the year of our Lord One thousand eight hundred and two come again into the General Court here, as well the said John Goodright lessee of the said Rinaldo Jacob by his attorney aforesaid, as the said Michael Kraner by his attorney aforesaid: Whereupon all and singular the premises being by the Court here seen, heard, and fully understood, and mature deliberation thereupon had, for that it appears to the Court here, that the said John Goodright lessee of the said Rinaldo Jacob is entitled to recover upon his title, as stated in the said Case stated & for the opinion of the Court thereupon; Therefore it is considered by the Court here, that the said John Goodright lessee of the said Rinaldo Jacob recover against the said Michael Kraner his Term aforesaid yet to come and unexpired of and into the following tracts of land situate in Baltimore County, to wit, a tract of land called Cooks Adventure Resurveyed, a tract of land called Angells Fortune, and one other tract of land called Monk's Discovery with their appurtenances, and that the said John Goodright lessee of the said Rinaldo Jacob have thereof his possession against the said Michael Kraner, and so forth. And it is further considered by the Court here, that the said John Goodright lessee of the said Rinaldo Jacob recover against the said Michael Kraner the quantity of One thousand five hundred and sixty pounds of tobacco, by the Court here unto him on his assent adjudged, for his costs and charges by him about his suit in this behalf laid out and expended; and the said Michael Kraner in mercy, and so forth. — And hereupon the said John Goodright lessee of the said Rinaldo Jacob by his attorney aforesaid, prays the writ of the State of Maryland of Habere facias possessionem, to be directed to the Sheriff of Baltimore County, aforesaid, to cause him to have possession of his Term aforesaid yet to come, and unexpired of and into the tracts of land aforesaid, with the appurtenances, and it is granted, returnable, and so forth. Test

John Gwinn Clerk.