seised thereof as the Law requires and being so seized afterwards, towit, sometime in or about the year Seventeen hundred and Seventy eight departed this life intestate and without issue and Seized as aforesaid Whereupon the Interest of the Said George Waters in the Said Premises with the Appurtenances descended to John Waters his Elder Brother and Heir at Law who accordingly entered into the same and was Seized as the Law requires, and being so Seized he the said John Waters afterwards duly made and published his last Will and Testament in writing, and thereby devised the Said Premises with the Appurtenances to the Defendant William Waters and his Heirs forever in fee Simple and afterwards departed this life so Seized as aforesaid Whereupon the Said William Waters the Devisee entered into the Said Premises with the Appurtenances and was thereof Seized as the Law requires It is also admitted that the aforesaid Jeremiah Connerly departed this life sometime in or about the year Seventeen hundred and eighty four and that afterwards, towit, on the thirteenth day of December Seventeen hundred and ninety three the Said Mary Anne Connerly the Widow of the Said Jeremiah having entered upon the Premises aforesaid with the Appurtenances and then and there claimed the same as and for her Right and Property, did for the Consideration therein mentioned duly Sign Seal and deliver as and for her Act and Deed the Indenture hereunto also subscribed and referred to as part of this Case, purporting to be made between the Said Mary Anne Connerly of the one part and Abraham Lewis the Lessor of the Plaintiff on the other part Which Said Indenture was executed on the Said Premises, and was afterwards duly Acknowledged and recorded as the Law prescribes And it is also admitted that the Said Mary Anne Connerly did at the time of the execution of the last mentioned Indenture deliver to the same Abraham Lewis a Twig and turf of the same Premises in the name of Seizen of all the said Premises with the Appurtenances And that thereupon the Said Abraham Lewis entered into and was Seized of the Said Premises and Appurtenances as the Law requires It is also admitted that afterwards the Said Abraham Lewis made the Lease in the Declaration mentioned, and that the entry and ouster in the Declaration also mentioned, took place as therein Stated And if upon the whole matter the Court Shall be of opinion that the Plaintiff is entitled to recover in this Action the Judgment herein agreed to be entered, to Stand but if the Court Shall be of a different opinion, the Said Judgment to be Struck out and Judgment

of Nonsuit to be entered

Ns. Hammond
L Martin
Wm Pinkney
Josiah Bayly
} for Defts.

The Deed from Jeremiah Connerly and Wife to George Waters, mentioned in the aforegoing Stated Case ensues as follows, towit, — This Indenture made this Sixteenth day of December Anno Domini one thousand Seven hundred Seventy and seven between Jeremiah Connerly and Mary Ann his wife Executor and Executrix of the last Will and Testament of Richard Dawson Deceased of the one part and George Waters of the other part Witnesseth that the Said Jeremiah & Mary Ann for and in Consideration of the Sum of one hundred pounds Current Money to them in hand paid before the Signing and ensealing of these presents the Receipt whereof they do hereby Acknowledge and of the Same forever exonerate and acquit the same George Waters his Executors & Administrators have given granted bargained Sold released and confirmed and by these presents do give grant bargain and Sell release and confirm unto the Same George Waters his Heirs Executors and Administrators forever all and Singular that Tract or parcel of Land called Security to Paint Point lying and being in the County of Dorchester and with the Appurtenances unto the Same belonging; and also one Negro man Slave called Sam now in the possession of the same George Waters — To Have and To Hold all and Singular the Tract of Land and every part and parcel thereof with the Rights and houses Improvements, benefits and Advantages unto the same belonging and the Negro man Slave aforenamed Sam and all the Right Title Interest Estate Claim and Demand of them the same Jeremiah & Mary Ann or either of them in and to the Tract of Land and Negro Man Slave and to him the same George Waters his Heirs Executors and Administrators, to and for the whole and Sole use benefit and behoof of him the Said George Waters his Heirs Executors and Administrators & to and for no other use Intent or purpose whatsoever — In Testimony whereof the Same Jeremiah & Mary Ann have hereunto respectively set their hands and affixed their Seals this day and year above written —

Signed Sealed & Delivered In presence of
John Dickinson — Rob. Harrison —

Jeremiah Connerly (Seal)
Mary Ann Mc Connerly (Seal)
her mark

Maryland, Dorchester County, December 16th 1777. Be it remembered that on the day and year above written, personally Appeared before us the Subscribers two of the Justices of the Peace for the County aforesaid the above named Jeremiah Connerly and Mary Ann his Wife and Acknowledged the Lands and Tenements in the above Deed contained & the Negro man Slave Sam in the above Deed contained to be the Right Title Interest and Estate of the above named George Waters his Heirs Executors and Administrators agreeable to the true intent and meaning of the above Deed & Release — The Same Mary Ann