

Boehm } Balto Co Court
vs. } Term
Hayes } Mar. Term
1819-

- Philpots Addn -

South of Baltimore St
and East of Jones Falls

————— " ————— "
Containing many old
deeds plats &c —

96
4

66

OK

~~7~~

Depth of Jacobs Lot agreeable
to lease on records 137 feet deep

C. H. B.

MS

Thomas High }
So }
Jacob Leaf }

Deed dated the 7th Day of April
in the year of our Lord 1762

Part of a tract of Land originally Called Coles
Harbour but afterwards resurveyed and Called Todd's
Range lying and being in the County aforesaid
Beginning for the said part at the end of the South
~~seventeen~~ ^{seventeen} degrees East line of the first addition to Baltimore
Town on the East Side of Jones falls being at the south
East Corner of the lot number fifty two in the said
addition and running thence South thirty six degrees
East Eighteen perches fourteen feet & half a foot
South seventy three degrees West nine perches north
thirty six degrees West Eighteen perches fourteen
feet & half a foot untill it intersects the aforesaid
lot number fifty two and then bounding on said
lot unto the place of Beginning Containing one
acre more or less (Consideration of the sum of Ten
Pounds

True Extract from the land records of
Baltimore County Court in Liber **B N° K**
folio 153 A



№ 13

Boelme
in
Hayp 3

Effect.

Thomas High } dec^r May 8th 1756 } No 1.
to }
Bryen Philpot } A to 1. & 2. A

Same }
to } dec^r 3rd May 1760.
Same } B 7. 10 to 22. & 1. A B. No 2

division line. established 1810 by }
Commissioners. from a to b - } Confelion of Hays
} the Defend^r?

Philpot } dec^r 29th dec 1783.
to }
Sterling } for sundry lots. & the Slip of ground Coloured -

Sterling }
to }
Boehme } from C. to 5. 6. 6. C } No 3 -

Thomas High }
to } from D. to 3. 4. A D } No 4
Jacob Leaf } April 7th 1762

Dependants Locations

Jacob Leaf } No 1 1763 } ~~ALIXE~~ ELIOE } No 5
to }
Conrod Conrod } This does not cover all the ground claimed. therefore
} Sup^r. for that part un-fenced between Grand Street
} & the line from I to O -

division line said to be established between
Sterling & Conrod from by P to I

☒ Carpenter Shop.

Off has also laid down a post & rail fence from A to V.
Sabrich Stable

A to W a ditch. made by Caleb Smith & Nouffe &
Jhu Bouldin -

The defendt has not denied the pres. location of the Tracts
nor of the particular lots - claimed by Boehme
from C to 5. to 6 to b. to C.

The p[er]t also admits the defendt location

then the elder title must prevail -
unless limitations apply which do not.

To fortify ourselves - we shew that the early Comm[un]t[ies]
have fixed the division or back line of the p[er]t lots at
the request of Hays. -

is that record legal evidence

if it is evidenced does it conclude the parties

to the legal evidence - they must have pursued their Authority
the Notice must be proved to

but if that is rejected the p[er]t proves the original location
by Caleb Smiths deposition

he shews title at

The p[er]t claims & proves title to the extent of the lots -

What is opposed to this -

1st a division line said to be established between Sterling
& Courso -

2^d - possession by Inclusion -

is this division line so well established as to give
a title - this are no deeds -

It may be evidenced of location - but that ceases to
affect us - as our title over reaches it -

It proves division line

2^d - not such possession

Bahnes lepee

32 feet of Hume's ledge
of the same

Stone
is
Hard

No 26

Seaver
Walter Hayes

Locate the land conveyed by Tho Shigh to B P & May
1756 running the same from the place it begins (Camp
and Distance with an allowance $2\frac{1}{2}$ to 1st

The Shigh to B P May 3rd 1760 Camp Distance $2\frac{1}{2}$ to 1st
of Cole Harbor then Camp Distance from the end of 2nd leg
of 3rd line of former deed then reverting 2nd & 1st line to the
beginning then home

Cole Harbor

Locate the Ditch running with dividing line be
tween the dividing done between the land conveyed to
Philpot by Shighs Deed of May 3rd 1760 as it actually runs
beginning at the Eastern end ~~and~~ Granby Street and
continuing the course of it to Granby Street

Locate the Bank of the Ditch on its North side where
the Post and rail fence are - and holes where they pass
were & which are yet visible

Locate Granby - King George, Salisbury - Easter off
Street

Locate lot No. 51 at the end of High Street

Locate the following lots all fronting on High 214 to
226 inclusive as on the plat of the town

The strip of land between the 13 lots & the said Ditch
on the place where the Ditch ran from Granby west
ward to the Eastern extremity of those lots & Ditch

The Triangle formed by Granby Street & just line of
land conveyed by Shigh May 3rd 1756 & the line of the Ditch
extended to High Street at the base of the Triangle

Locate said 13 lots as conveyed by Philpot to Sterling by
Deed 29th Dec 1783

Locate said strip back of said 13 lots & the Triangle as con
veyed to Sterling 5th Nov 1788

Locate said lots 214 to 220 inclusive as conveyed to Sterling
by Deed 29th Dec 1783

Locate the parcel of land conveyed by Deeling to the
Lefor of Larnoff, 1st Sept 1810 Northwardly with his line to the
Ditch then with that line Westwardly to Granley Street then
to bed

Locate the lot to Granley Street Jacobs according to Deafe
and Steble after its true position - 5 perches in width

✓ 16. ⁸⁰
82 1/2
3 pesos

Slight }
to } 7th May 1762
deaf }

No 14

Detail

Thomas Sligh To
Jacob Leaf 1/2 part of
Coles Harbour or
Todes Range

Deed dated the 7th day of April
1762 Beginning for the said part
at the end of the South 17 Degrees
East line of the first Addition to
Pattimore Town on the east side of

Jones's falls being at the South East corner of the Lot
Number 52 on the said Addition and running thence
South 36 Degrees East 18 perches 14 feet & half foot
South 73 Degrees West 9 perches North 36 Degrees
West 18 perches 14 feet & half foot untill it intersects
the aforesaid Lot Number 52 and then bounding on said
Lot unto the place of Beginning containing one Acre
more or Less

Extracted from Liber B No. 7 folio 153^d

Wm Gibson Clk. Patt^o Coty Court

No 28

McBachine

OTTE

A

1854

This slip to Bryan Phelps May 8th 1756 for which
is included in A 1 a, 2 A

This slip to Bryan Phelps May 3rd 1760 for which he
withen B y rained to 2. 1 A

B Phelps to James Shelton Dec 29th 1783 for do's 29 1/2
and for the two pieces shaded yellow

~~Shelton~~
to Backman C 5. 6. 6, C

Slip to Jacob Day in 1762 April 7th D. 3, 4, A. D

Deposited
Slip to Conrad Conrad Nov 17th 1763
for the land within ELIO

Belmont

Gay

Stouffer

No 20

Behone

vs
Says

Stouffer -

No 20

a deed from Shick to Leaf here inserted &

The Defendant ^{game} appeared in evidence to the jury & deed from Leaf to Conrad
here inserted & that the same ~~was~~ truly located in this case, and that
~~and~~ the lot so conveyed was fenced on the South end thereof
by a fence passing from P to T and on the East by a fence
passing from T to E and ~~to~~ the North by a fence
passing from E to S on Grandy Street - that the fence
from P to T ~~and~~ was ^{first} erected by ^{the} owner of the ground
under whom the Pff claims between thirty and forty
years ago, and the other fences about ^{by the owners of the adjoining grounds} the same period
of that the ~~defendants~~ said Conrad & those claiming
under him have held and used the ground included
within those fences and Grandy Street on the west
~~for~~ ~~was~~ ~~fence~~ ~~the~~ ~~purchase~~ ~~for~~ ~~the~~ forty years last
past, that said ground was filled up by the repre-
sentatives of said Conrad at considerable expence
to the line P T and to Grandy Street, and the
primary expence of paving said street in front
of said ground paid by them, and subsiding street
opened by them through said ground - that no
claim was ever made against said Conrad or
those claiming under him for the ground now
in dispute ^{until} the present suit - and that
the Defendant's wife is one of the heirs and
Representatives of said Conrad & entitled to a part
of his Estate -

No 2 Hugh
to
Phelps
Seed 35 acy
3 May 1760 -

No 3

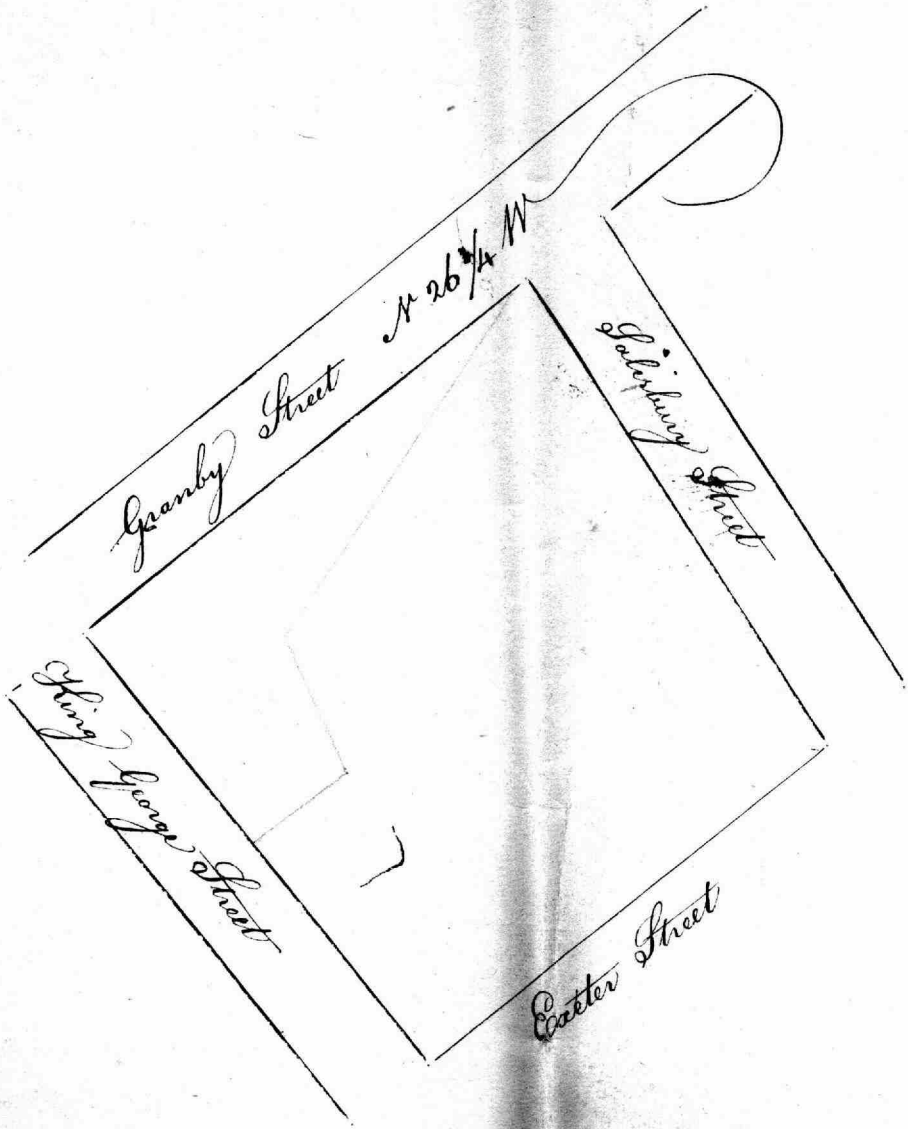
Thomas Sligh D^r Deed dated 3^o May 1766 for
To part of Coles harbour or Coles range
Brian Philpot and part of Mountenays neche
Beginning at the south east corner of the lot no 51 in
the addition to Baltimore Town at the end of a street
called Sligh street and on the west side of said street
and running thence bounding on the out line of the
said addition to Baltimore town south 73 degrees
west 23 perches and half perch unto Jones's falls
then bounding down on and with the said falls
and the head of the north west branch of Patuxent
river the six following courses viz south 13 degrees
and 45 minutes east 33 perches and one fourth
part of a perch south 12 degrees east 6 perches south
57 degrees east 20 perches south 33 degrees east 10
perches south 2 perches south 15 degrees west 8 perches
and half perch then east 1 perch unto the beginning
tree of the whole tract called Coles range or Coles
harbour being also a bounded tree of the land called
Mountenays neche then bounding on said land called
Mountenays neche east southe east 68 $\frac{1}{2}$ perches unto a
creek or cove then bounding on area with the said
Cove the 6 following courses viz N. 14 degrees E 10 perches
W 4 perches ^{18 feet} N. 34 degrees W 6 perches N 4 degrees E 6
perches N. 33 degrees E. 7 perches N. 27 degrees W. 12 perches
then N. 11 degrees E. 36 perches unto the end of a ditch
lately made by the said Brian Philpot near the head
of said creek or cove then bounding on the north east
side of said ditch N. 36 degrees W. 21 $\frac{1}{2}$ perches unto the
end of the N. 73 degrees E 37 $\frac{1}{2}$ perches line of that part

of treads range or cotts harbour heretofore conveyed by
the said Thomas Sligh to the said Brian Philpot
then bounding on the lines of that part of said land
revers of the same the two following courses viz
S. 73 degrees W. 3 $\frac{1}{2}$ perches N. 36 degrees W. 18 perches
then N. 66 degrees W 6 $\frac{3}{4}$ perches unto the end of an
other ditch lately made by the said Philpot and
then bounding on and with the north east side of
that ditch by a straight line to the beginning
containing 35 acres more or less

Taken from liber B no 11 folio 169 &c

W^m Gibson Esq

West



South

North

East

No. 18

Chas. A. Beckwith
Master & Carpenter

Chas L Boehm
Walter C Harper

No. 18

Charles & Boehme

Walter Hays

Thos Hugh }
to } 8 May 1756
Bryan Philpot } 2 1/2

A 1, 2, 2A

Thos Hugh }
to } 3 May 1760
Bryan Philpot } 2 1/2

B 7, 6, 22, 2, 1, A, B

Bryan Philpot }
to } 29th Dec 1783
Jas Stirling }

Lots 214, 215, 216, 217, 218, 219, 220 numbered & slip colored yellow

Division done between Jas Stirling & Rep^s of Comrod Council established by City
Commissioners 10th March 1810

2 1/2

James Stirling

to
Chat Boehme

C, 5, 6, 6, C

Lot 52 as marked in the square

Thos Schley }
to } 7th April 1762
Jacob deaf } 2 1/2

D, 3, 4, A, D.

King Georges Street
Granby Street

Inclouses of Defend^r
Like shaded lines

NO 1

NO 2

NO 3

NO 4

Defendants Locations

— 103

Jacob Leaf }
Conrad Conrad } 1st Nov 1763

L. I. O'Home

Division line between Conrad Conrad & James Stirling Eliz Solomon & ~~John~~
Philip Ennis
at carpenters Shop shewn by Philip Ennis

18
37.5
3000
375
160/6750

[Faint handwritten notes, possibly "L. I. O'Home"]

[Faint handwritten notes]

Boehme
u
Hays } Experiment

✓

No 91

No 91

Charles L Boehme of Ejectment Baltimore County Court

Walter C Hayes

March Term 1810

Plaintiffs Locations

A The beginning of a deed from Thomas Slight to Brian Philpot dated May 3rd 1756 laid by 2 1/2 allowances for Variation - See Table of Courses No 1

B The beginning of a deed from Thomas Slight to Brian Philpot dated May 3rd 1760 laid by 2 1/2 allowances for Variation - See Table of Courses No 2
Deed from Brian Philpot to James Stirling dated December 29th 1783 for Lots 214, 215, 216, 217, 218, 219, 220 and six other Lots with a slip of ground lying on the North side a further description cannot be given by the surveyor only the lots as numbered and the slip coloured Yellow.

The Division line between James Stirling and the representatives of Conrad Co. as established by the City Commissioners March 10th 1810 begins at a and runs S 70 1/2 W 39.8 ps to bar Granby Street

C The beginning of the deed from James Stirling to Charles L Boehme and runs as per table of Courses No 3 The Plaintiffs claim & pretension Lot No 2 as marked in the Square

D The beginning of a deed from Thomas Slight to Jacob Leaf dated April 7th 1762 laid down by 2 1/2 for Variation - See Table of Courses No 4
King George & Granby Streets as per plat appears
Defendants Inclosure is contained within the Lakes shaded lines

P. For the several Loc on the Plat see the depositions of Jehu Boulden D B

September Term 1815 Defendants

E The beginning of a Deed from Jacob Leaf dated 1st 1763 running to L, I, O then home
PL The division line between Conrad Co. by Elizabeth Solomon and Philip Leaf
This square shows a carpenters square

March Term 1810

Plaintiffs Locations

a to V a Ditch whereon a post has been lately removed
V A Bush stake - marked
a to W where formerly a Ditch
See the Depositions of

March Term 1818

Plaintiffs

Adam Clackner ^{shew'd} the division ran from a (along the line a. to Granby Street 5 feet south)
Rachel Marsh says that there were no inclosures north of the except Jacobs Lot - ¹⁸ ¹⁹
Mrs Marsh also ¹⁵ ¹⁶ proves the ¹⁵ ¹⁶ Salbury and ¹⁶ ¹⁷ Exeter Street
Defendant Locates ¹⁵ ¹⁶ ¹⁷ ¹⁸ ¹⁹ ²⁰ ²¹ ²² ²³ ²⁴ ²⁵ ²⁶ ²⁷ ²⁸ ²⁹ ³⁰ ³¹ ³² ³³ ³⁴ ³⁵ ³⁶ ³⁷ ³⁸ ³⁹ ⁴⁰ ⁴¹ ⁴² ⁴³ ⁴⁴ ⁴⁵ ⁴⁶ ⁴⁷ ⁴⁸ ⁴⁹ ⁵⁰ ⁵¹ ⁵² ⁵³ ⁵⁴ ⁵⁵ ⁵⁶ ⁵⁷ ⁵⁸ ⁵⁹ ⁶⁰ ⁶¹ ⁶² ⁶³ ⁶⁴ ⁶⁵ ⁶⁶ ⁶⁷ ⁶⁸ ⁶⁹ ⁷⁰ ⁷¹ ⁷² ⁷³ ⁷⁴ ⁷⁵ ⁷⁶ ⁷⁷ ⁷⁸ ⁷⁹ ⁸⁰ ⁸¹ ⁸² ⁸³ ⁸⁴ ⁸⁵ ⁸⁶ ⁸⁷ ⁸⁸ ⁸⁹ ⁹⁰ ⁹¹ ⁹² ⁹³ ⁹⁴ ⁹⁵ ⁹⁶ ⁹⁷ ⁹⁸ ⁹⁹ ¹⁰⁰ ¹⁰¹ ¹⁰² ¹⁰³ ¹⁰⁴ ¹⁰⁵ ¹⁰⁶ ¹⁰⁷ ¹⁰⁸ ¹⁰⁹ ¹¹⁰ ¹¹¹ ¹¹² ¹¹³ ¹¹⁴ ¹¹⁵ ¹¹⁶ ¹¹⁷ ¹¹⁸ ¹¹⁹ ¹²⁰ ¹²¹ ¹²² ¹²³ ¹²⁴ ¹²⁵ ¹²⁶ ¹²⁷ ¹²⁸ ¹²⁹ ¹³⁰ ¹³¹ ¹³² ¹³³ ¹³⁴ ¹³⁵ ¹³⁶ ¹³⁷ ¹³⁸ ¹³⁹ ¹⁴⁰ ¹⁴¹ ¹⁴² ¹⁴³ ¹⁴⁴ ¹⁴⁵ ¹⁴⁶ ¹⁴⁷ ¹⁴⁸ ¹⁴⁹ ¹⁵⁰ ¹⁵¹ ¹⁵² ¹⁵³ ¹⁵⁴ ¹⁵⁵ ¹⁵⁶ ¹⁵⁷ ¹⁵⁸ ¹⁵⁹ ¹⁶⁰ ¹⁶¹ ¹⁶² ¹⁶³ ¹⁶⁴ ¹⁶⁵ ¹⁶⁶ ¹⁶⁷ ¹⁶⁸ ¹⁶⁹ ¹⁷⁰ ¹⁷¹ ¹⁷² ¹⁷³ ¹⁷⁴ ¹⁷⁵ ¹⁷⁶ ¹⁷⁷ ¹⁷⁸ ¹⁷⁹ ¹⁸⁰ ¹⁸¹ ¹⁸² ¹⁸³ ¹⁸⁴ ¹⁸⁵ ¹⁸⁶ ¹⁸⁷ ¹⁸⁸ ¹⁸⁹ ¹⁹⁰ ¹⁹¹ ¹⁹² ¹⁹³ ¹⁹⁴ ¹⁹⁵ ¹⁹⁶ ¹⁹⁷ ¹⁹⁸ ¹⁹⁹ ²⁰⁰ ²⁰¹ ²⁰² ²⁰³ ²⁰⁴ ²⁰⁵ ²⁰⁶ ²⁰⁷ ²⁰⁸ ²⁰⁹ ²¹⁰ ²¹¹ ²¹² ²¹³ ²¹⁴ ²¹⁵ ²¹⁶ ²¹⁷ ²¹⁸ ²¹⁹ ²²⁰ ²²¹ ²²² ²²³ ²²⁴ ²²⁵ ²²⁶ ²²⁷ ²²⁸ ²²⁹ ²³⁰ ²³¹ ²³² ²³³ ²³⁴ ²³⁵ ²³⁶ ²³⁷ ²³⁸ ²³⁹ ²⁴⁰ ²⁴¹ ²⁴² ²⁴³ ²⁴⁴ ²⁴⁵ ²⁴⁶ ²⁴⁷ ²⁴⁸ ²⁴⁹ ²⁵⁰ ²⁵¹ ²⁵² ²⁵³ ²⁵⁴ ²⁵⁵ ²⁵⁶ ²⁵⁷ ²⁵⁸ ²⁵⁹ ²⁶⁰ ²⁶¹ ²⁶² ²⁶³ ²⁶⁴ ²⁶⁵ ²⁶⁶ ²⁶⁷ ²⁶⁸ ²⁶⁹ ²⁷⁰ ²⁷¹ ²⁷² ²⁷³ ²⁷⁴ ²⁷⁵ ²⁷⁶ ²⁷⁷ ²⁷⁸ ²⁷⁹ ²⁸⁰ ²⁸¹ 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¹²²⁵ ¹²²⁶

Boerner leba

^u
Hays

Holz

- P
- A Hagerman Dec from High to Pulpot May 8th 1766 (2 1/2) No 1
- B Dec from same to same May 3rd 1760. 2 1/2. No 2
 Dec from B.P. to 1st Stuy for Lots 216, 217, 218, 219, 220 as
 numbered & 1st other lots with a slip on northernly side 1st yellow
 a to b at Granby street dead line between Stuy & 1st of Leaved to same
- C Dec from 1st Stuy to (Bochone) No 3
 Lot No 52 as marked in square
- D Dec from High to 1st Stuy of 1762 (2 1/2) No 4
 Henry George Granby Street as located
 Defend 1st Enclosure in lake shaded lines
 March Term 1816
 & to V a ditch where on a dip road from a flood part lately re
 moved as appears by post holes
- V a Hatched table marked
- 2 to W where a ditch was formerly, Dept of Bauldon
 & Storffor

Sep 1876 Def's

E The Def of a Deed from Comrod Comrod to Jacob Leaf
Nov 1. 17/63 to L, I, O. MB

PL Durborn line between Comrod Comrod & J. Leaf
Elly Solomon & Phil Erms

~~PL~~ a carpenters shop as proved by Erms

March Term 1877

from a to P red line where ~~up~~
formerly stood which included the
ground held by Comrod Comrod
Elly Solomon & Phil Erms

Charles P. Bohme

Mrs. P.

Bohme Street

In the year 1756 Thomas Sleigh conveyed to Bryon Phelps
a parcel of Land a part of which he conveyed to James
Sterling under whom Mr Beekins holds

In the year 1762 Thomas Sleigh conveyed to Jacob
Seagrave a parcel of ground a part of which by Sundry
mesne Conveyances became the Property of Woller & Hays
Both of those parcels are part of Manutongs Neck
which at one time was owned by Thomas Sleigh
the Grantor before mentioned

To determine the question between Mr Beekins
and Mr Hays it will be necessary to ascertain
the lines of the Conveyance to Philpot That
being the Elder Title -

In order to effect this a warrant must issue
directed to the Surveyor of Baltimore County directing
him to locate any lands that he may be directed
by either Plaintiff or Defendant on the execution
of ^{the} Survey it will be requested that Mr Beekins
should have persons summoned to prove Custom

bounds expressed in the Conveyance to Phelps and
also to locate all Establisments which have
been made by the City Commissioners that may
have any Bearing on or Connected with the
lines of that Deed. For those documents he
will call on Samuel Vincent Clerk to the
Commissioners - and for Copies of the Deeds
he will apply to the Clerk of Baltimore County
Court

Behme

by

Haged.

Charles Behme
No. 10

Behme Street

No. 15

Wumpers
Bill

Charles L Bochner }
 vs }
 Walter C Hays }
 } Ejectment
 }
 } March Term 1816

Plaintiff - Dr

To two days attendance & surveying		\$5.00
" 5 plats ditch a to V	40	
" 5 Do fence a to V	40	
" 5 Do Brick Stable	40	
" 5 Do ditch a to W	40	
" Explanations - 3 sides	12	
" Journey fee	<u>172</u>	
		2.76
		1.34
		<u>\$9.10</u>

No 29

Locate Mountany Nook

Locate Deed from Thomas High to Phelps & May 1756 2 1/2

Thomas High to P 3 May 1760 4 1/2

Phelps to James Sterling 29th Dec 1783

for lots 204 to 220 & 6 other lots

The Division line as established by City Comm^{rs}

The Deed from Sterling to Same

King Gore, Granby Street

The Ditch cut as the Deeds on of Sterling Phelps
marks the West by the 12th of the Ditch and Ditch for the
post holes -

Jacob's lot the lines on the north

High

to

Phelipot

Send you 4 acry
1756

9

№ 22

Thomas Slight } Deed dated 8th May 1756 for
to } part of Coles Harbour beginning for
Brian Philpot } the part hereby bargained and sold
at a bounded locust post standing on the east side
of Jones's falls a little to the southward of the addition
to Battimore town and running from the said post
south 36 degrees east 18 perches unto another bounded
post then north 73 degrees east 37 perches and a half
perch unto another bounded post then north 36 degrees
west 18 perches unto another bounded post and then
with a stright line to the beginning post containing and
laid out for 4 acres more or less.

Taken from Liber BB nos folio 529

D. Wm Gibson Clerk

Charles Carroll

1 Dec. 1718.

Car

In the Name of God Amen. I Charles Carroll of
Ann Arundel County being at the writing hereof in perfect
health of Body, and of sound mind Memory and understand-
ing but taking into serious consideration the frailty and
uncertainty of this Life and being desirous by Gods divine
permission to make a Voyage into Europe Spudily and willing
to leave my worldly affairs in the clearest and best condition
which my circumstances will admitt of in order to prevent
all disputes or misunderstandings that may by any means
arise betwixt my loving Wife children or Heirs after
my decease do make & obtain this my last Will & Testament
in manner and form following hereby revoking annulling &
making void all former Wills testaments or other Codicils
heretofore by me made and declaring this to be my last
Will and Testament

Impiunio I give and bequeath my soul to God, who gave it, my
body to the earth hoping that through and by the Merits
Sufferings and Mediation of my only Saviour and Redeemer
Jesus Christ I may be admitted into the heavenly Kingdom
prepared by God for those who love fear and truly serve him
and as to the worldly possessions Estate and goods which God of
his infinite bounty gave above my deserts hath been pleased to
bestow upon me I give and bequeath as followeth First I order
all my just Debts to be paid

I give to such poor people of this province as shall be thought
by my Trustees hereafter named the fittest objects of charity
the quantity of five thousand pounds of Tobacco to be forthwith
as the season will admitt paid out of the best & Securest of
my Debts, and disposed pursuant to the Direction of the said
Trustees or the Survivors of them for the best advantage
and Relief of such poor whose prayers I beg for the repose
of my soul, in case there be no ready Tobacco Debts due at
the time of my decease the same to be paid them in Money

at a penny p. pound I likewise give to the poor of this town
the sum of ten pounds to be distributed the day of my burial
or otherwise when my death is known.

Item I give unto my said Trustees ten thousand pounds of Tobacco
and twenty pounds Sterling to be disposed to such Charitable
uses, as I shall direct.

Item I give and devise unto my Loving Wife Mary Carroll all
my household goods, bedding, Linen, Woollen, brass, pewter, Iron,
chests, Chest of Drawers, tables, Chairs, China, Glass, looking glasses,
and generally all utensils of household stuff that shall be in
use at my dwelling house at Annapolis at the time of my death
my plate excepted which I hereby give to my three Sons to be equal-
ly divided between them as they respectively come to age and also
excepting my Altar plate which I give solely to my son Henry
but my Will is that my loving Wife have the Keeping and use
of Charles and Daniels parts of the said Household Plate till my
said son Charles comes to age and likewise the Keeping and use
of my son Daniels part while she lives.

Item I likewise ^{Louis} give unto my said loving Wife during her life time
my tract of Land in Prince Georges county called Infield Chase
containing about sixteen hundred Acres.

Item I likewise devise to my said Wife my dwelling house at Annapolis
during her life, but if my son Henry shall agree to build
her such a house as she shall like and on such part of Infield
Chase as ^{she} shall direct then he to enjoy my said dwelling house
as my heir at law. And I hereby will devise and appoint that
my Executors or any of them place thereon at convenient quarters
to the good ^{liking} of my said Wife fittin able Negro Slaves to ^{be} at the
direction of my said Wife her overseer or Overseers to make
crops of corn, Tobacco, grain or do any other Labour or work
whatsoever they shall be set about and the produce to be for
the sole use of my said wife her heirs and Admin. & in case of
the death or disability of any such Slaves at any time during
my Wifes life I do will & appoint that my Executors put

another in his or their room and keep the Number complete while my said wife lives, and after her death that such Negroes be divided amongst my Executors and this provision I make for my said wife in full compensation for her dower of my real Estate ^{and} rationabili parte Concursum of my personal Estate. I further give unto my wife my Charriote and Horses with all its furniture therunto belonging.

Item I will order and appoint that untill my wife shall be sufficient to raise stock enough to support itself if my Executors furnish from some other of my plantations what it falls short of a reasonable subsistence for the slaves and that in case my wife shall think fitt to continue her habitation at Annapolis she shall have during such her continuance the use of ^{my} old plantation and such stock as shall be thrown at the time of my death making good the principall, as also free wooding for her house on any part of the said land. And for a further Addition towards a decent Maintenance for my said wife I give her one thousand pounds sterling to be paid by my Executors in six Months after my death, and do therewith as she shall think fitt.

Item I also give and bequeath unto my said wife for her better support the rents of my Houses and Lots at Annapolis during her widowhood except the Lotte herein named viz: the house and Lott I bought of Mr. Morrell Hunt which I hereby devise unto my son Charles and the heirs of his body lawfully begotten, and my Market house Lott which I give to my son Daniel and the heirs of his body lawfully begotten, my Lott bought of William Saylard which I give to my daughter Mary and the heirs of her body lawfully begotten, and the Lott wheron Edward Smith lives which I give to my daughter Eleanor and the heirs of her body lawfully begotten.

Item I also give unto my said two daughters Mary and

Item I Give and devise of my tract of Land of twenty thousand
 Acres intended to be laid out for me on Potomack to have and
 to hold five thousand Acres thereof to my daughter Mary and
 the heirs of her body lawfully begotten and for want of
 such heirs to her sister Eleanor and the heirs of her body
 lawfully begotten the other five thousand Acres I devise to
 my daughter Eleanor and the heirs of her body lawfully
 begotten, and for want of such to my daughter Mary
 and the heirs of her body lawfully begotten, and if both my
 said daughters should dye without issue or enter into Religion
 then the remainder to descend to my Heir at Law

Item I Likewise give unto each of my said two Daughters
 one thousand pounds Sterling to be paid respectively at their
 ages of sixteen years or days of Marriage and in the
 mean time the interest of their Money to go towards their
 Maintenance and in case of the death of either of them
 before their respective age of sixteen years or marriage
 then I devise the portion of that so deceasing to the other
 sister and in case of both their deaths before the said age
 or Marriage then I give the said two thousand pounds to my
 Executors and in case my said daughters should not prove de-
 scendants to their Mother and my trustees hereafter named &
 Mary according to the directions of them or the survivors
 of them then I leave them to the direction of their said
 Mother and my said Trustees as to their fortunes

Item I give devise and bequeath unto my two sons Charles
 and Daniel all my Lands in Baltimore County (except
 those herein after expressed) wherein I have an absolute
 Estate in fee Simple and which are free from conditions
 limitations or Equity of Redemption on payment of Money
 as also all the lands which at any time during my life
 I may take up or purchase in fee Simple in the said county
 to have and to hold unto my said sons Charles & Daniell
 viz the one moiety thereof unto my son Charles and his
 heirs for ever and the other moiety thereof to my son

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(5)

Daniell and his heirs forever to be equally divided share
and share alike —

Item 11 I devise unto my four kinswoman Clinor Boyd Margarett
Macnemara, Joyce Bradford, and Macey ^{my} ^{Will} tract
of Land in Baltimore county called Mareles good to be e-
qually divided betwixt them and their Heirs forever and
to my kinswoman Johanna Crocksdell five pounds Cur-
rent Money and to my kinsman M^r John Bradford
six pounds to buy him a Mourning suit. —

12 In case any gift or Legacy be made to my Wife during
my life or that any divisionall part of the estate of any
parents or relations fall to her in that time my will is
that it be reckoned no part of my estate but do hereby give
the same to my said wife to be by her disposed of as she
shall think fitt —

Item 13 I give unto my loving kinsmen Th^o. Macnemara James
Carroll, William Fitzpedmond, Charles Carroll, Dominick
Carroll, Michael Taylor, and Daniel Carroll the
sum of Six pounds each to buy them mourning —

14 Whereas I now have severall sums of money out upon
Mortgages and bills of sale for Negroes and other personal
goods and probably may have others at the time of my decease
I do therefore hereby give and devise the same to my Executors
and their Heirs towards payment of what Just debts I
shall owe at the time of my death and for payments of my
Legacies and gifts aforesaid, and all the rest as also all my
personal Estate whatsoever whether consisting of Negro Slaves,
horses, Cattle, ready Money, Money in England in the hands
of any of my Correspondents or of any other denomination
or kind whatsoever be the same in Money or Tobacco, debts
outstanding or included into possession I give and bequeath
to my said Executors equally to be divided between share and
share alike and I do hereby nominate ordain constitute &
appoint my three sons Henry, Charles and Daniell, and the
survivors of them to be executors of this my last Will

and Testament and I further appoint that my loving Brothers
 in Law Mr Henry Darnall Mr Benjamin Hells my kinsman
 Mr James Carroll and Daniel Carroll to be overseers and
 trustees thereof to see the same punctually observed and ful-
 filled, and in case of the absence or inability of my Executors
 to take the execution thereof upon themselves according to the
 true intent and meaning thereof and for the uses therein
 mentioned hereby earnestly recommending to them by their
 good advice and instructions to recommend to my said Executors
 Virtue Sobriety and a decent frugality and to restrain as much
 as possible can be the extravagancy incident to Youth —

15 I do hereby revoke annull cancel and make void all former
 Wills Testaments or Codicils by me made, and declare
 this to be my only last Will and Testament and ^{tho} this
 first Day of December one thousand seven hundred
 and Eighteen —

Signed Sealed declared and
 published the day and year
 aforesaid in the presence of
 Luke Gardiner
 Jacob Henderson
 D. Dubany
 Jno. Gusham
 Thomas Stewart.

Charl^r Carroll 

On the back of the aforesaid Will was thus endorsed (Wizts) July the
 twenty Eighth Twentieth hundred and twenty the Rev^d Mr. Jacob
 Henderson and John Gusham Esqrs two of the witnesses subscribing
 the within Will make oath that they saw Charles Carroll Esq^r the
 within testator seal the within Instrument as his last Will and Tes-
 tament and that he published and declared the same so to be (and)
 that at the time of his so doing he was of sound and perfect mind
 (and memory), but that to the best of their remembrance they
 did not see him subscribe the same his name being writt to the
 seal before they saw it, but that they are well acquainted with

his hand writing ⁽⁷⁾ and verily believe his name to be his
own hand writing he acknowledging it so to be before them
before me -

J. Bordley Com. Genl.

Ordem Dies

Mr Henry Darnall Mr James Carroll and Mr Daniel Carroll
three Exors of the within Will mentioned make oath that
they do not know of any later Will or Testament made by
the said Testator in his life time but believes this to be his
last Will and Testament before me

J. Bordley Com. Genl.

Likewise Madam Mary Carroll the widow of the deceased
makes oath as above the same day and also declares her
consent to and acceptance of the Legacies and devises in the
within Will and that she is well satisfied therewith in view
of any other claims she might have against the deceased
Estate according to Act of Assembly -

J. Bordley Com. Genl.

The following Probate taking at the request of Charles
& Daniel Carroll Executors of Charles Carroll Esq. late
of Ann Arundell County Deed before his Honour the com-
missary General & recorded on the Will of y^e said deceased
was ordered to be recorded -

Prerogative Office 12th February 1731 -

came Daniel Dulany Esq. & made oath on y^e Holy Evangelis
of Almighty God ^{that} to y^e best of his knowledge he saw y^e
within Testator Charles Carroll Esq. sign & Seal y^e within
Instrument of writing as his last Will & Testament & that
he published & declared y^e same so to be so that at the
time of his so doing he was of sound & Perfect Mind &
(memory) & that he requested this Deponent & y^e other

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Witnesses thereto to subscribe the same as Witnesses which
they did in his the Testators presence —

Sworn to before me

Chas. Calvert

Comy Gen^l

In Testimony That the Within and foregoing is
a true copy taken from one of the
Record Books in the late Ho:
rogative Office. I have hereunto
my hand and Affixed the Seal
of my Office this 5th day of April
in the Year of our Lord 1717. —

Thos. Galsaway Reg. Wills &c

Costs 2-40

No 1 - 8th May 1756

Copy Deed

Thomas Sligh

To

Drian Philpots

No 11

7505

Thomas Sligh Conveyance Part of Colles Harbour & Acre
to This Indenture made the
Brian Philpot Eighth day of May in the year of our
Lord One thousand seven hundred and fifty six Between
Thomas Sligh of Baltimore County in the Province of Maryland
of the one part, and Brian Philpot Jun^r of the same county and
province of the other part Witnesseth that the said Thomas
Sligh for and in Consideration of the sum of thirty pounds
Sterling Money to him in hand paid by the said Brian Philpot
Jun^r paid the receipt whereof he the said Thomas Sligh doth
hereby acknowledge and himself to be therewith fully
satisfied contented and paid Both and by these presents doth
give Grants Bargain sell alien Enfeoffe and Confirm unto
him the said Brian Philpot Jun^r his heirs and assigns
for ever Four acres of Land lying and being in the County
aforesaid near the head of the North west branch of Patuxent
River being part of a Tract of Land called Colles Harbour
Beginning for the part, hereby Bargained and sold as a
bounded locust Post standing on the east side of Jones
Halls a little to the southward of the Addition to Baltimore
Town and running from the said post south thirty six degrees
east eighteen perches unto another bounded post then north
seventy three degrees East thirty seven perches and a half perch
unto another bounded post then north thirty six degrees west
eighteen perches unto another bounded post and then with a
straight line to the Beginning Post containing and laid out for
four Acres more or less Together with all and singular the
premises and appurtenances to the said four acres of Land belonging
or in any wise appertaining To have and To hold the said
Bargained four acres of Land and premises with the appurtenances
unto him the said Brian Philpot Jun^r his heirs and assigns
forever and to his & their only proper use and behoof and
(the)

the said Thomas Sligh for himself his heirs Executors & administrators doth hereby Covenant Grant Promise and agree to and with the said Brian Philpotts Jun^r his heirs and assigns in manner and form following that is to say that the said Bargained four acres of Land and premises with the appurtenances is free and clear from all former Gifts Grants Bargains sales Joynters Dowry or other incumbrances whatsoever (the quit rents hereafter arising thereon only excepted) that he the said Thomas Sligh is at the time of signing ^{and sealing} these presents lawfully and rightfully seized of the said Bargained four acres of Land & premises by a good sure and indefeasible Estate of Inheritance in fee simple and hath good right full power and lawfull authority to convey and assign the same to him the said Brian Philpotts Jun^r his heirs and assigns forever and lastly that he the said Thomas Sligh and his heirs the said Bargained four acres of Land and premises with the appurtenances shall and will at all times hereafter for ever warrant and defend by their presents against all manner of person or persons whatsoever In Witness whereof the said Thomas Sligh hath hereunto set his hand and affixed his seal the day and year above written

Signed sealed and delivered in presence of Tho^s Sligh. Seal
as Ruxton Gay Wil Lyon — **INB.** on the back of the above Deed was those two Indorsements to wit Recd this 8th day of May 1756 of Mr Brian Philpotts Jun^r the sum of thirty pounds Sterling money in full Satisfaction for the same & within Bargained four acres of Land and Premises as witness my hand Tho^s Sligh
Witnessed by Ruxton Gay

On the eighth day of May in the year of our Lord one thousand ^{seven} hundred and fifty six Came the within Thomas Sligh before us the subscribers two justices of the peace for Baltimore County and acknowledged the within Deed to be his

Act and the four Acres of Land and premises therein mentioned
to be the right title & Estate of the within mentioned ~~Land~~
and premises therein mentioned to be the right title & Estate
Philpot his heirs and assigns forever according to the true Intent
and Meaning of the within Deed at the same time came
Sophie wife of the said Thomas Sligh who being by us Examined
and of her said husband hearing acknowledged all his rights
of Power to the within Bargained four Acres of Land &
premises to be the right title & Estate of the said Baian
Philpot Philpot his heirs and assigns and declared she made
the same acknowledgments of her own free and Voluntary
will without being induced thereto by threats or Ill Usage
from her said husband or through fear of his displeasure
as witness our hands Wmston Guy Clerk Secy
Received 2^d June 1756 to be Recorded (duty being first paid)
and then Recorded in Lib. BB N^o 1 folio 539 & 540 p

p^a B. Baidley Clerk of the County
11 11

True Copy from the Land Records of Baltimore County
Court in Lib. BB N^o 1 folio 539 & 540

Wm Gibson Clerk of the County
11 11

Daniel Carroll Will

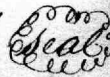
12th ap^r 1734

Net 1

and Trustees thereof to see the same punctually fulfilled and executed, I do hereby declare this to be my last Will & Testament and no other ^{Will} ~~twelfth~~ day of April Anno Dom. 1734

Signed sealed declared & published the day & year afo. in the presence of

The words forever being first intimated in the 27th Line of the second page of this paper

Dan Carroll 

- Maenemara
- Nicholas Brooke
- Eliza Brooke
- C. Carroll

At the foot of the aforesaid Will was the following Probate thus written

Michael Maenemara Nicholas Brooke Elizabeth Brooke and Charles Carroll the subscribing Witnesses to the foregoing Will being duly and solemnly sworn on the holy Evangelists of Almighty God. Depose and say that they saw the Testator Daniel Carroll sign the foregoing Will and heard him publish and declare the same to be his last Will and Testament that at the time of his so doing he was to the best of their apprehension of sound and disposing mind and memory and that they subscribed their respective names as Witnesses to the said Will in the presence of the said Testator and at his request sworn to May 11th 1734 before

J. Dubany, Conreg. Genl. Mrs Ann Carroll the Relict of the Testator declared her Assent to and Acquiescence in the foregoing Will and Acceptance of the Legacies and bequests therein mentioned according to the said Will before me May 11th 1734

J. Dubany, C. G.

Let. as above with the Will annex go to the Trustees or either of them during the Executors Minority

J. Dubany

In Testimony That the Within is a true Copy
taken from one of the Records
Books in the late Prerogative
Office I have hereunto set my hand
and Affixed the Seal of my Office
this 5. day of April in the Year
of our Lord 1611. —

Cost #1-72^{ca}

J. Gassaway Reg^r Wills a^r C^o

In the Name of God Amen, I Daniel Carroll of
Duddington Manor in Prince Georges County being
at present in a low State of Health but of sound mind
memory and understanding do make ordain and declare
this to be my last Will and Testament hereby revoking any
will ~~by me~~ heretofore made, I give and bequeath my soul
to ~~my soul~~ to Almighty God who gave it my body to the
Earth hoping that through and by the Merits suffering
and mediation of my Saviour and Redeemer Jesus Christ
I may be admitted into the Heavenly Kingdom prepared by
God for those who love, fear and truly serve him and as
to my worldly goods which God has been pleased to bestow
on me I give & bequeath as follows, I order all my Just
Debts to be paid,

I give and devise to my loving Wife Ann Carroll all my
Household Goods that shall be in use at my Dwelling House
on Duddington Manor at the time of my Death my plate
excepted which with the proportion of the Estate which will
be due to me by my Fathers Will after my Mothers death
I give to my son Charles,

I likewise will and desire that the articles of intermar-
riage between me and my said Wife be duly executed and
fulfilled,

Whereas I have appointed my Slaves and Chattles to be
sold and the proceeds thereof with all my personal ~~estate~~
Estate of what nature or kind soever to be lodged at
Interest in such a manner as my trustees herein after
named or either of them shall think proper. I give & devise
unto my wife Ann Carroll one eighth part of the Interest
which shall accrue & be received on the Money to be lodged
at Interest to her during her Widowhood and this Pro-
-vision I make for my said Wife in full satisfaction

you her Dowry out of my real Estate and also of her thirds out of my personal Estate

It is my will and I do hereby desire that out of my out-
-standing Debts and Mortgages and the Mortgages due to
my father of Bonds &c which he left to be sold to pay my
Sisters Portions that my proportion or half of my Sisters
Portion be paid and that she accept the same due from
me to her upon ^{the} securities and in the state they now stand
or that my part of the money be collected for her or Mort-
-gaged Bonds sold to make up my part of the Money due
to her as soon as possible so that my Estate be not burthened
with any Interest for want of the payment of her Portion

It is my will and desire and I do hereby Authorize my
Trustees or either of them hereafter named to sell all my Re-
-gious and Chattels not herein before or herein after devised
and the produce thereof with all my personal Estate of
what nature or kind soever to lodge in some of the Funds
or Stocks in England at Interest or otherwise at Interest
as my Trustees or either of them shall Judge proper for
the greater benefit and equal advantage of my three Chil-
-dren I likewise will desire and Authorize my said Trustees
or either of them to sell all my Lands which shall not in
any one Tract amount to above five hundred Acres be
the said Lands mine by Mortgage or otherwise and the pro-
-ceeds thereof to be lodged at Interest as in the above
Paragraph is directed for the equal advantage of my
three Children

Whereas I am Intitled to Five thousand Acres of Land laid out
on Tom's Creek on Monroevias being part of a Warrant of
(Twenty) thousand Acres granted my Father ^{these} being also
five thousand Acres more laid out at a small Distance
from ^{to} now it is my will and I do hereby give and bequeath

whichever of the said Tracts which shall fall to my share unto my Daughters Eleanor and Mary and ~~their~~ Their heirs forever to be equally divided between them and I do hereby authorize and Impower my said Trustees or either of them, either to Tenant out the said Land for my said Daughters or sell the same for their sole use and advantage as they shall Judge proper and if sold the Money to lodge at Interest as aforesaid for the use of my said Daughters, And whereas a Patent was passed to me and my brother and sisters for Ten thousand Acres of Land at the Mouth of Monnoecasi I hereby Devise release and confirm unto my sister Mary all my right Title claim or Interest in the said Tract according to the Intention of my Fathers Will,

Whereas I am concerned in an Iron Works one fifth which is built on Charles Run nigh Quins Falls in Baltimore County it is my will that out of the Monies or profits arising from the said Iron work or out of the Money arising by the sale of my said Lands or Montgerges (my Intention not being that any Money may be so applied whereby to lessen the Interest coming to my Wife as aft. from the Monies arising from the sale of the other parts of my Personal Estate so much to be applied from time to time as shall be thought necessary) by my said Trustees or either of them for carrying on the said Works and it is my Will that my Proportion of the Negroes servants and Chattles employed in the said works be not sold among my other Negroes and Chattles and it is also my Will that the proceeds of the said Works go to and be applied to the equal advantage and benefit of my three children till my son Charles attains to the age of twenty one years but in case my Trustees or either of them shall not care for the trouble which may attend that branch of my Estate

or die or remove out of this Province in which case it may not be of advantage to my children then I Impower my Trustees or either of them to sell my share of the said works including the Lands bought for the use of the said works Provided my Trustees purchase not the said share for themselves and the Money arising by such sale I desire may be paid out by my said Trustees or either of them in manner ^{before} mentioned one half of the Interest thereof to go ~~and~~ be equally divided between my two daughters until my son comes to the age of Twenty and the other half of the said Interest with the whole ^{Principial} I give to my said son In case my share in the said Works be not sold then I give & bequeath the same to my son Charles and his heirs forever with all the Chattles Employed in the said work when he shall attain the age of Twenty one years.

And whereas I am apprehensive that my brother Charles Carroll one of my said Trustees will be the only Acting Trustee under this my Will ~~and that the powers and Authorities~~ given to my said Trustees may not be ^{fully} executed or completed before my said brothers Death now I do hereby give my said brother full power and Authority by his last Will and Testament or any other writing by him duly signed and sealed to Delegate and Appoint after his Death any person or persons to Execute and perform any of the trusts or powers given him my said brother by this my Will hereby giving unto such person or persons so by him to be appointed in case of his death the same powers and Authorities as by this my Will is given to my said Trustees or either of them.

I appoint my son Charles Executor of this my Will and whereas he is by reason of his age unfit to take the Execution thereof on himself I appoint my brother Charles Carroll and my Friend Richard Burnett Esq^r to be overseers

James Todd and
Penelope his wife

To } Deed
Charles Carroll

Cost \$1.25

June 16, 1701

c 407

This Indenture made the sixteenth day of June in the year of our Lord
one thousand seven hundred and ~~seventy~~ one. Between James Tod of Baltimore
County Gent and Penelope his wife of the one part and Charles Carroll of Ann
Arundel County Gent of the other part. Whereas the above s^d James is
seized in fee simple of three several tracts of Lands all lying in Baltimore
County one called Todds range and originally laid out for five hundred and ten
acres another called Mountneys neck containing two hundred acres and
the third called Bold venture containing one hundred and sixty acres
~~which~~ s^d tracts or pieces of Lands are contiguous one to another. and
whereas the said James has covenanted with one John Hurst of the s^d
County of Baltimore to convey and make over unto him and his heirs one
hundred and fifty acres out of the said tract called Mountneys neck and
one hundred acres out of the s^d tract called Todds range. Now this
present Indenture witnesseth that the said James and Penelope his
wife for and in consideration of the sum or quantity of twenty eight
thousand pounds of good sound merchantable leaf Tobacco to them in
hand paid or secured to be paid ~~by the said~~ by the said
Charles all or before the enacting and delivery of these presents the
receipt whereof they do hereby acknowledge and thereof and of every
part and piece thereof they the s^d James and Penelope his wife
do hereby fully clearly and absolutely exonerate acquit and discharge
the s^d Charles his heirs &c^{ms} adm^{rs} or assigns, have given granted bargained
sold aliened enfeoffed and confirmed as by the s^d presents they the
s^d James and Penelope his wife do for them and their heirs give
grant bargain sell alien enfeoff and confirm unto him the said
Charles Carroll and his heirs all that the remaining part of the
s^d Tract of Land called Mountneys neck, as also all that the
remaining part of the s^d tract called Todds range as also all that
entire tract called Bold venture with all and singular their dwelling
houses out houses, Tobacco Houses, Gardens, Barns, stables, orchards
Meadows, fences, pastures and inclosures whatsoever. To have and
to hold y^e s^d remaining part of the said ^{two} tracts called Mountneys
neck and Todds range as also all that entire tract called
Bold venture with all and singular the appurtenances therunto
belonging or in any wise appertaining unto him the said
Charles Carroll his heirs and assigns forever to the only proper

behoofe of him the s^d Charles his heirs and assigns and to no other use
and purpose whatsoever, and the s^d James doth hereby for himselfe
and his heirs covenant promise grant and agree to and with the
s^d Charles and his heirs that he the s^d James hath not at any
time heretofore made over or conveyed unto the said Mr. Hurst or any other
person or persons whatsoever any more of the s^d two tracts called
Mounteneys neck and Todds range than what is above specified to be
wanted to be made over unto the s^d John Hurst and he the said
James doth further for himselfe and his heirs covenant promise grant
and agree to and with the said Charles and his heirs that there is
within the remaining partes of the said Tracts of Land called
Mounteneys neck and Todds range and in the entire tract called
Bold venture free and cleare of and from all manner of incumbrances
whatsoever and all older surveys at least the quantity of three
hundred acres and the s^d James and Penelope his wife for themselves
and their heirs do hereby covenant promise grant and agree to and
with the s^d Charles and his heirs that they the said James and
Penelope and their heirs shall at all times hereafter acquit and
discharge or otherwise save and keep harmless as well the said Charles
Carroll as all other the premises hereby bargained and sold or intended
hereby to be bargained and sold of and from all former bargaines
Sales Joyntures, Powers, titles of Power, Matutes, Judg^{ts} Recognizances
Executions, Rent, charges, arreages of rent forfeiture and all other
charge and Incumbrances whatsoever had made or done by them or either
of them or by any other person or persons wthsoever, and the s^d James
and Penelope his wife for themselves and their heirs do hereby
further covenant promise grant and agree to and with the s^d
Charles Carroll his heirs and assigns that they the s^d James and
Penelope his wife their heirs shall and will from time to time
and at all times hereafter do make suffer acknowledge and
Execute or cause to be made done acknowledged suffered and executed
all and every further and other act and acts thing and things
assurances and conveyances as by the s^d Charles his heirs
and assigns or his or their Councill learned in the Law shall
be from time to time reasonably devised or advised for the further
and better assurance surety and sure making of all and singular
(the)

the premises hereby bargained and sold or intended to be hereby bargained
and bargained sold. and lastly the s^r James and Penelope his wife
do for themselves and their heirs covenant promise grant and agree
to and with the said Charles barroll his heirs and assigns that
they and their heirs shall and will for ever hereafter warrant
and defend the aforesaid Land and premises unto him the said
Charles his heirs and assigns against all manner of persons
claiming or to claim any right title or interest thereunto or un-
der any part or parcel thereof from by or under them or from ^{by} or under
either of them or any other person or persons whatsoever. In Witness
whereof the parties to these have hereunto interchangeably set
their hands and affixed their seals the day and year first
above written.

Sealed and delivered in
the presence of
John Hayes, John Olden.
Jam^s barroll.

James Todd *Loco
Sig. ai.*

And on the back of the above deed was this Endorsement
Memorandum. That this day came James Todd before his Maj^{ties} Justices
of the Provincial Court of this province and acknowledged the within
deed according to y^e act of assembly in that case made and provided
which said Penelope being privately Examined, freely declared her
consent thereunto to be without constraint.

Taken and acknowledged in the Provincial Court the
eighth day of October Anno Domini 1701.

Enrolled October 15th

W. Baylard Clerk of Prov. Co^{rt}

for W. Baylard Clerk of Prov. Co^{rt}

Maryland &c.

Whereby certify that the foregoing is truly taken from
Liber J L No 2 folio 529th one of the Land Records of the late Provincial
Court and now deposited and lodged in and belonging to the Office of the
Court of Appeals for the said Western Shore.

In Testimony whereof I hereunto subscribe my name
and affix the seal of the said Court of Appeals this
thirteenth day of October in the year Eighteen hundred & eight

Tho^s Harris Jun. Clerk Court of Appeals

29 Dec 1783

~~Exhibit~~

Leaves

Philip At

221. 222, 223, 224, 225,
or 226

to

J. Hartman

Barian Philpott Lease dated the 29th Day of
December 1783, all those Lots
to pieces or parcels of Ground situate
James Sterling Lying and being on the East side of
Jones falls in Baltimore Town and in that part thereof
known by the name of Philpotts Point and are distinguished
on the plans of the said Town by the numbers 221. 222.
223. 224. 225. 226 Together with all and singular the
premises thereon being and all and every the appurtenances
thereunto belonging Yielding and paying therefor unto
him the said Barian Philpott his heirs and assigns the yearly
rent or sum of forty pounds in Gold or Silver Species on the
1st day of March in each and every Year during the
continuance of this present Demise -

Extract from Liber W. G. M. Vol. 431 &c

Wm. M. Bell

29th Dec 1783

Philpot

to 214; 215; 216. 17.
Steeling 3 10

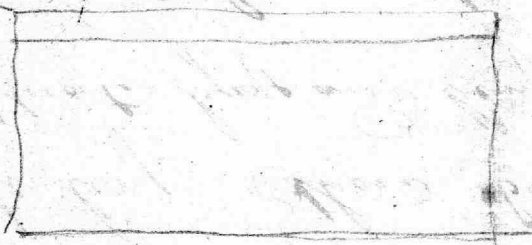
No 25

Change

Brian Philpott } dated the 29th day
 } of December 1783 all
 } to
James Sterling } those lot pieces or parcels
of ground situate here and being in that part
of Baltimore Town commonly called and known
by the name of Philpott's point, and are
distinguished on the plat thereof by the
numbers 214. 215. 216. 217-218. 219. 220
Together with all and singular the premises
thereon being and appurtenances thereto
belonging -

Extracted from Liber 104 No 2 folio 453

Wm G Brown Clerk

King

No 16

Boehmes Lefee
as
Hayes -

Plantiffs Illustration

Seed from Tho Shigh to B^r Phelps May 8th 1756. (2^{1/2})

A, 1, 2, 2, A

Seed from Tho Shigh to B^r Phelps May 3rd 1760. (2^{1/2})

B, 7 to 22, 2, 1, A, B

Seed James Sterling to Ch^r Boekme

C, 5, 6, 6, C

Seed from Tho Shigh to Jacob Leaf April 7th 1762

D, 3, 4, A, D

Lot No 52 in the Square

King George & Granby Streets

Defendants Inclosures contained
in the lines shaded with Lath

March 1816

at V & Ditch whereon a post & rail fence stood part of fence
lately removed as appears by post holes

V a burnt Stable marked □

& — W where formerly a Ditch was as per label
in the deposition, Dep^t of John Hamilton & W^m Dunfor

Seed from Bryan Phelps to Jas Sterling Dec 29th 1783 for
lots 214, 215, 216, 217, 218, 219, 220 & so other lots with a slip of ground
lying on the Northernly side, the lots numbered the slip is colored
yellow -

Defendants Locations

Deed from Jacob Deaf to Conrad Conrad Nov 1763

E, L, I, O

P-L Deafion between Conrad Conrad & James Starkey



Carpenters Shop -

Wampler

Boehme } Eject
vs
Hays }

March Term 1815

Plaintiff vs D. Euse 1816 - \$29.98

paid to Lewis Mansfield - 20.00

Balance 9.98

Debit March Term 1816 -

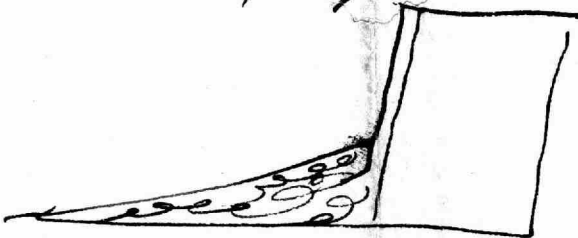
Plaintiff D. - 9.10
\$19.08

102.75

60

42.75

29.98
9.10
39.08



Commissioners
Location of
division line.

title a to b

No 29

Balt^o. March 10. 1810

Com^{rs} met on the Application of Cap^t. Walter C. Hayes
to establish the Division line between the ground
of James Stirling and the ground owned by the
Representatives of Conrad Conrad situate on Granby
Street between Salisbury & King George Streets

And having examined the locations &
Evidence relative to the subject matter prayed for,
and having taken the Deposition of Caleb Smith
relative as to a fence standing on the south
East side of a Ditch, and examining the Deed
from Thomas Sleigh to Bryan Philpot relative
to the North East side of a ditch, which appears
to be said Ditch, the remains of which is at
present clearly to be seen -

The City Commissioners, Did commence for
the North East side thereof, North Nineteen degrees
and a half a Degree West, three feet, three In-
ches from the centre of a post hole shown by said
Caleb Smith - the said Post hole being North fifty
Nine Degrees & one half of a degree West, one
hundred & thirty seven feet six Inches from
the North West corner of said Caleb Smiths
House on King George Street, thence running
the course stated in the Deed from Thomas
Sleigh to Bryan Philpot correcting the vari-
ation by allowing one Degree for every twenty
Years since the date of the deed, which course
is South Seventy Degrees and one half of a
Degree

Degree West to Granby Street, meeting a point
fifty feet six Inches from the South East corner
of Henry Thompsons Brick House, now occupied as
a Stamp Carpet Manufactory, and seventy two
feet from the South East corner of Patrick Cahays
Brick House; Thence for the Division line
between James Stirlings Ground & the Ground of
the Representatives of Conrad Conrad, reversing
the said course North seventy Degrees and one
half a Degree East nine perches -

In Witness Whereof we have hereunto
set our Hands & Seals the day and Year above
written -

signed

Henry Stauffer

J. P. Bankson

W. C. Guildsmith

Saml. H. Gatchell

Extract

from proceedings of City Comm.

J. S. Vincent Clk

Bockmer } Eject
vs
Hays }

Depositions of

A. Blackmer

Rachel Marsh

Charles I Beckme } Ejectment Baltimore County Court

vs

Walter C Hays }

In Plaintiff February 21-1818.

And met on the premises
Adam Clackner being summoned and sworn deposes

and saith that thirty three years ago there was a post and rail fence on a ditch the post holes are yet plain to be seen from 26. Exeter street: [By continuing that course with meet ∇ on Granby street.] for he says that ^{the} fence was ~~within~~ within a short distance of Granby street when it touched a line then running on the edge of said lot which fence terminated five feet south of said Granby street. than the straight line being a division between Sterling & Philpott ^{thirteen years ago} He further saith that north of the above mentioned fence was all a common and no other enclosures made, and there was no fence on the line PL

And further saith not

Rachel Marsh being summoned and sworn deposes and saith that she has known the place thirteen years ago and there were ^{no} enclosures north of James Sterling's fence and on the whole square south of Sterling's fence - Jacobs' Lot was only enclosed, and also that the south edge of a cow was five feet south of ∇ on ~~Granby~~ ^{Granby} street - ^{ran inclining to the left to the line a ∇} and further south not further saith not

5 16.66
3

49 98

5th Sept. 1788 -

Slip of ground

Bryan Phelps

to

James Sterling

Copy.

Slip of ground of few
acres lots -

No 12

for
Charles L. Boehme

(157)

Brian Philpott } Maryland


To } This Indenture made this
James Sterling } fifth day of September in the
year of our Lord one thousand
seven hundred and eighty eight Between Brian Philpott
of Baltimore County Gentleman of the one part and
James Sterling of the County aforesaid aforesaid Merchant
of the other part Whereas the ^{above} said Brian Philpott by
Indenture bearing date the twenty ninth day of December
seventeen hundred and eighty three did demise grant and
to farm let unto the said James Sterling all those lots
of ground lying on the east side of Jones's Falls &
distinguished on the plan of Baltimore Town and on
that part thereof known by the name of Philpotts
point by the numbers two hundred and twenty one,
two hundred and twenty two, two hundred and twenty
three, two hundred and twenty four, two hundred
and twenty five and two hundred and twenty six
with the premises thereon and appurtenances to the same
belonging To hold to him the said James Sterling his
executors administrators and assigns for the term of ninety
Nine years subject to the yearly rent or sum of forty
pounds current money as by reference to the said Lease
will fully appear And whereas the said Brian Philpott
hath agreed for the consideration herein after mentioned
to sell and convey the said reserved ground rent and all
his Estate and interest in the said lots of ground above
mentioned unto the said James Sterling his heirs and
assigns forever and also to sell and convey unto the said
James Sterling in fee simple all that slip piece or
parcel

parcel of ground situate and being on the northerly
side of the above mentioned lots of ground and sever
other Lots of ground heretofore bought by the said James
of the said Bryan (and distinguished on the plat aforesaid
by the numbers Two hundred and fourteen, Two hundred
and fifteen, Two hundred and sixteen, Two hundred and
seventeen, two hundred and eighteen, Two hundred and
nineteen and two hundred and twenty and extending from
the said twelve lots of ground to the ditch the northerly
boundary of the said Bryan Philpotts Land Now

This Indenture Witnesseth that the said Bryan &
Philpott in pursuance of such agreement (and in
consideration of the sum of one hundred and fifty three
pounds current money of Maryland to him in hand paid
by the said James Sterling at or before the sealing and
delivery of these presents the receipt whereof he doth
hereby acknowledge (and thereof (and therefrom forever
release a quit and discharge the said James Sterling
his heirs and assigns he the said Bryan Philpott hath
given granted bargained ~~and~~ sold and confirmed and
by these presents doth give grant bargain sell and
confirm unto the said James Sterling his heirs and
assigns for ever the said yearly ground rent of forty
pounds current money arising from (and issuing out of
all those six Lots of ground first above mentioned (and
also all that slip piece or parcel of ground bounding on
the back of the above mentioned thirteen Lots of ground and
running thence bounding on the streets or lanes at the
two Extremes of the said Lots to the Ditch or gully
the northerly boundary of the said Bryan Philpotts
Land)

Land or Philpotts point together with the premises thereon
being and every the priviledges and appurtenances to the
same belonging or in any wise appertaining and the
reversions Remainder and Remainders of the said six first
above mentioned Lots of Land and the said slip piece or
parcel last above described with the premises and ~~and~~
appurtenances Rents issues and profits thereof and of
every every part and parcel thereof and all the estate
right title interest claim and demand whatsoever of him
the said Brian Philpott in to or out of the said premises
hereby granted bargained and sold and every part
thereof Johane and hold the said six Lots or
parcels of Land first above mentioned and the said
slip piece or parcel of Land last above described at the
back of the said thirteen Lots of ground within recited
with the premises thereon and appurtenances to the same
belonging unto the said James Sterling his heirs and
assigns forever to the only proper use and behooff
of the said James Sterling his heirs and assigns forever
and to and for no other use intent or purpose whatsoever
the said six Lots of ground first above mentioned freed
and absolutely discharged from the said yearly ground
rent of forty pounds current money and from all
other claims and demands whatsoever which may be
made by the said Brian Philpott his heirs executors
administrators ~~and~~ assigns or any of them and the
said Brian Philpott for himself his heirs executors
administrators.

and assigns doth hereby covenant grant and agree to
(and with the said James Sterling his heirs, executors
administrators and assigns and to and with every of
them by these presents in manner and form following
that is to say that it shall and may be lawful to
(and for the said James Sterling his heirs and assigns
from henceforth peaceably and quietly to enter into
have hold occupy ^{possess} and enjoy the said six Lots of ^{Land} ground
first above mentioned with the said slip of land at
the Back of the said thirteen Lots within mentioned
(and premises with the appurtenances to the same belonging
without any manner of trouble eviction suit disturbance
or molestation whatsoever of or by the said Brian
Philpott his heirs or assigns or any of ~~them~~ other person
or persons lawfully claiming or to claim by from or
under him his heirs or assigns and that he the said Brian
Philpott his heirs and assigns and all and every other
person (and persons whatsoever lawfully claiming
by from or under him his heirs or assigns any estate
right title or interest in the premises hereby granted
or any part thereof shall (and will from time to
time and at all times hereafter at and upon the
reasonable request (and at the cost and charges in
law of the said James Sterling his heirs (and assigns make
(and execute in due form of law such further deed
or instrument of writing for the better and more
perfect conveyance of the premises hereby granted
or intended to be granted
unto the said James Sterling his heirs and assigns
as

as by the said James Sterling his heirs or assigns or
any of them shall be reasonably devised advised or
required In Witness whereof he the said Brian Philpot
hath hereunto set his hand and affixed his seal the day
and year first above writtew
Signed Sealed and } Brian Philpot 

delivered in the presence
of four words in the
first page being first
Cancelled and the word
thirteen wrote over two
Erasures before signing
and sealing these presents
Alexander Moore
James Meock
Witness
James Meock

Received the day of the date
of the within Indenture of and
from the within named James
Sterling the sum of One hundred
and fifty three pounds current
Money of Maryland being in
full of the Consideration
Money within specified to be
paid by him to me
Brian Philpot

State of Maryland Baltimore County Test on the
fifth day of September 1788 came Brian Philpot
before us the Subscribers two of the Justices of the Peace
for the County aforesaid and acknowledged the within
Instrument of writing to be his act and deed according
to the true intent and meaning thereof

Acknowledged Before
Received to be Recorded } Lyde Goodwin
the 12th day of September } Thomas Elliot
1788 Same day Recorded and Examined
J. Thompson

True

True copy from the Land Records of Baltimore County
Court in Liber No. 6. 6. folio 96 of

Wm Gibson Clerk
P. C. Court

Bachme

u

Hayes

3

01010

Plf locations

Steg
to
Phelpot } died 8 May 1756.
 } for 1st location A 1. 2. 2. A

same
to
same } 3rd May 1760.
 } B. for round 2 to 1st A L B.

Steg } apy 1762.
to }
Leaf } Convey c Park
 } by S. at D to 3.

Phelpot } died on 29 Sept 1783.
to }
Sterling } Convey by Rumb
 } C. 5. 6. small

division line - established
6

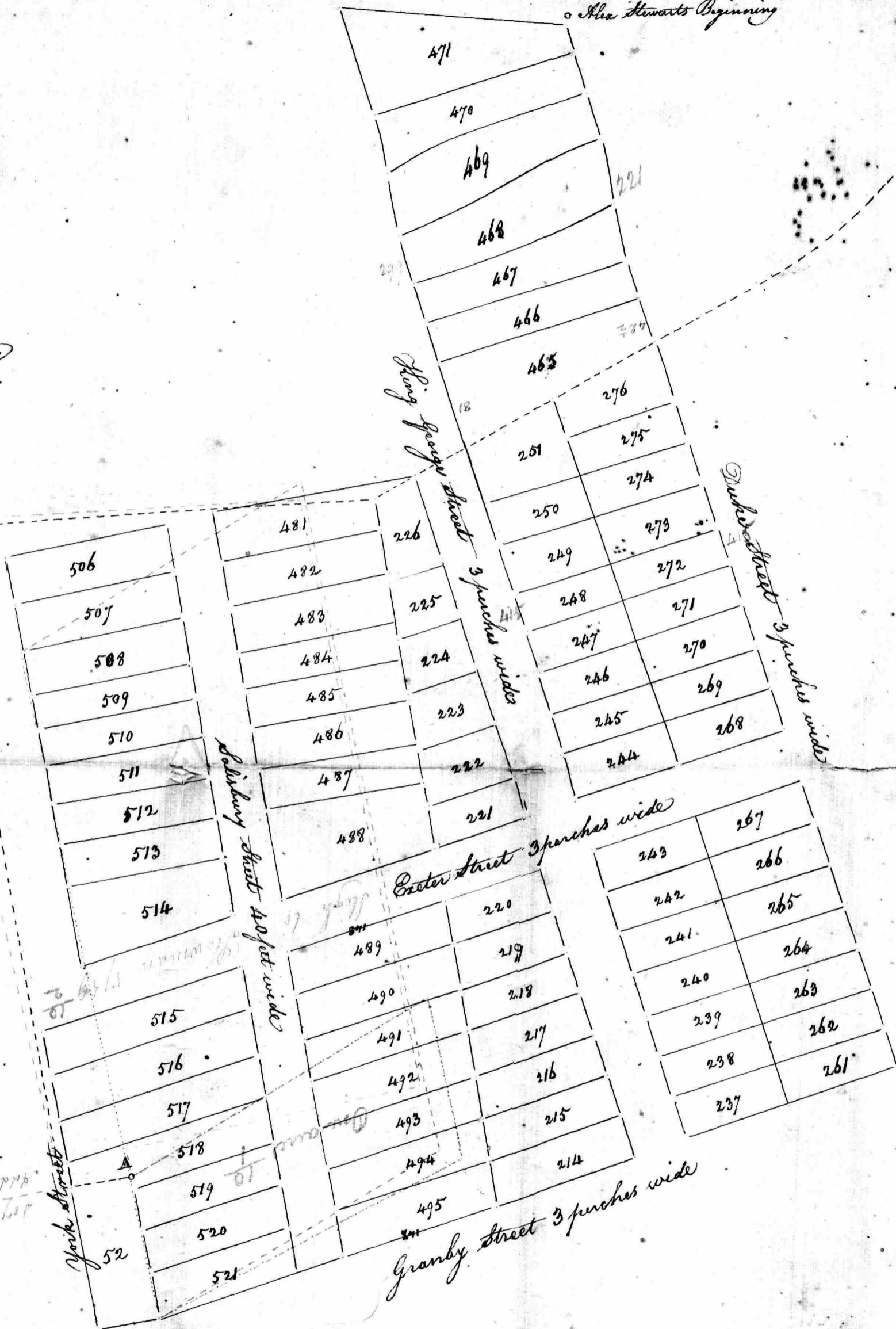
D.P. lays down the division which
he claims from EL to I, O. & Thome.

This is presumed to be a correct and
Steg -

Harford Street 100 feet plat

o Alex Stewarts Beginning

Beginning
Col. Wm Young



more
addition to
100 feet
100 feet

A. Howmans Beginning

High to Street 8 may 1756
High to Rowman 15 June 1759
High to deep 7 April 1762
1/10 one acre more or less
1/10 4 acres 60 porches more or less
1/10 1/2

Beckme
vs
Hayes

No 27

Jan 28 March 1816

5th March 1816 1/2 plant & Capt. D. S. L. M.

2^d Apr - 1816 - D. to D. K.

18th Sept 1816 D. to L. L. S.

2^d April 1817 1/2 plant & D. S. L. M.

Jan 23 March 1818

5th Apr 1818 1/2 plant & Capt. D. S. L. M.

18th Apr 1818 1/2 plant & Capt. D. S. L. M.

Jan 8 April 1818

18th Sept 1818 1/2 plant & Capt. D. S. L. M.

March Term 1815

Plaintiff cost for surveying ——— \$29.40

Darby Ensor & Co

Sheriff's Costs against plaintiff to March Term 1815 \$7.4

same against Defendant to same ——— 1.25

John Chalmers Shff

September Term 1815

Surveyors cost against Defendant ——— \$10.90

Darby Ensor & Co

September Term 1815

Sheriff's Costs against plaintiff ——— \$2.40

same against Defendant ——— 1.19

John Chalmers Shff

March Term 1816

Surveyors cost against Plaintiff ——— \$9.10

Darby Ensor & Co

March Term 1817

Defendants cost on Survey ——— \$11.00

Darby Ensor & Co

(2 plates only delivered)

March Term 1818 Plaintiffs cost on survey ——— \$18.30

Darby Ensor & Co

Sept. Term 1818

Plaintiff to Sur. D. one days attendance ——— \$5.00

Darby Ensor & Co

March Term 1815

Plaintiff cost for surveying — \$29.40
Daryl Enos & Co

Sheriff's Costs against plaintiff to March Term 1816 \$7.4
Same against Defendant to same — 1.25

John Chalmers Shiff

September Term 1815

Surveyors cost against Defendant — \$10.90
Daryl Enos & Co

September Term 1815

Sheriff's Costs against Plaintiff — \$2.40
Same against Defendant — 1.19

John Chalmers Shiff

March Term 1816

Surveyors cost against Plaintiff — \$9.10
Daryl Enos & Co

March Term 1817

Defendants Cost on Survey — \$11.00

Daryl Enos & Co

(Plats only returned)

March Term 1818 Plaintiff cost on Survey — \$18.30

Daryl Enos & Co

Sept. Term 1818

Plaintiff to Jury. D. one days attendance — \$5.00
Daryl Enos & Co

Boehm
vs
Hayes

No 27

Jan 28th March 1818

19th March 1818 1st plat & Capt. D. J. M.
2^d apt 1816 - D. to R.
18th Sept 1816 D. to L. L.
2^d April 1817 1st plat D. to L. L.

Jan 28th March 1818

5th Sept 1818 1st plat & Capt. D. J. M.
15th Sept 1818 1st plat & Capt. D. J. M.

Jan 28th March 1818

18th Sept 1818 1st plat & Capt. D. J. M.
3rd March 1818

Charles L Bochner vs Walter C Hayes
Ejectment Baltimore County Court
March Term 1815
Plaintiffs Locations

- A The beginning of a deed from Thomas Sligh to Brian Philpott dated May 8th 1756 laid by an allowance of 2 1/2° for Variation - See Table of Courses N^o 1
- B The beginning of a deed from Thomas Sligh to Brian Philpott dated May 3rd 1760 laid by 2 1/2° allowance for Variation - See Table of Courses N^o 2
Deed from Brian Philpott to James Sterling dated December 29th 1783 for Lots 214, 215, 216, 217, 218, 219, 220 and six other Lots with a Slip of Ground lying on the Northernly side; a further description cannot be given by the Surveyor only the Lots as numbered and the Slip Coloured Yellow
The division line between James Sterling and the representatives of Conrad Conrad as established by the City Commissioners March 10th 1810 begins at 2 and runs S 70 3/4° W 39.8 pts to a Granby Street
- C The beginning of the deed from James Sterling to Charles L Bochner and runs as per Table of Courses N^o 3 - The plaintiffs claim & pretensions Lots N^o 32 as marked in the Square
- D The beginning of a deed from Thomas Sligh to Jacob Leaf dated April 7th 1762 laid down by 2 1/2° for Variation - See Table of Courses N^o 4
King George & Granby Streets as per plat appears
Defendants Inclosures contained within the Lines shaded lines

Table N ^o 1		Table N ^o 3		Table N ^o 6	
From	To	From	To	From	To
S 38 1/2° E	18.6 1	S 63 1/2° E	100.6 5	Beginning at 5	
N 7 1/4° E	37.7 2	N 26 1/2° W	138.6 6	N 63 1/2° E	28.4 c
N 38 1/2° W	18. 2	S 70 1/2° W	102. 3	N 26 1/2° W	132 d
then to	A	S 26 1/2° E	150. C	S 70 1/2° W	28.4 c
Table N ^o 2		Table N ^o 4		then to	
From	To	From	To		
S 70 1/2° W	23.4 7	S 38 1/2° E	18.8 3		
S 15 1/2° E	33.4 8	S 70 1/2° W	9. 4		
S 14 1/2° E	6. 9	N 38 1/2° W	18.8 A		
S 67 1/2° E	20. 10	then to	D		
S 35 1/2° E	10. 11	Table N ^o 5			
S 2 1/2° E	12. 12	From	To		
S 12 1/2° W	8. 13	S 38 1/2° E	28.4 14		
S 46° E	11.8 14	S 70 1/2° W	9. 15		
S 70° E	68. 15	N 38 1/2° W	28.4 16		
N 10 1/2° E	10. 16	then home			
S 87 1/2° W	4. 17	Table N ^o 5			
N 36 1/2° W	6. 18	From	To		
N 1 1/2° E	6. 19	S 38 1/2° E	28.4 17		
N 30 1/2° E	7. 20	S 70 1/2° W	9. 18		
N 27 1/2° W	12. 21	N 38 1/2° W	28.4 19		
N 8 1/2° E	36. 22	then home			
N 38 1/2° W	52. 2				
S 70 1/2° W	36.7 1				
N 38 1/2° W	18. A				
then to	B				

P. For the several Locations on the Plat in the deposition of Jehu Boulden DE

- September term 1815
Defendants Locations
- E The beginning of a Deed from Jacob Leaf to Conrad Conrad dated November 1st 1763 running to L, I, O then home - Table N^o 5
 - PL The division line between Conrad Conrad and James Sterling as proved by Elizabeth Solomon and Philip Ennis
 - V The square shows a carpenters shop as shown by Philip Ennis.

- March Term 1816
Plaintiffs Locations
- a & v a Ditch whereon a post & rail fence stood part of said fence has been lately removed, as appears by the post holes
 - v A Brick stable, marked 1
 - a & w when formerly a ditch was, as per Caleb Smiths Deposition - See the Depositions of Jehu Boulden & Henry Stauffer

March Term 1817 Defendants further Location
From L to P when a fence formerly stood which enclosed the ground held by Conrad Conrad in the deposition of Elizabeth Solomon and Philip Ennis - as also from L to E or nearly thereabout

March Term 1818 Plaintiffs further Locations
Adam Blackner Shows the division fence between James Sterling and Brian Philpott (run from 2 (along the line a & v) to 4 then east the Green line along the edge of a Cove to Granby street 5 feet south of 5
Rachel Marsh says that she knew the place 21 the last years ago. that there were no inclosures north of Sterlings fence, and none south of said fence except Jacobs Lot Green lines see table of Courses N^o 6
Mr. Marsh also proves the edge the Cove the same as Mr. Blackner
Talsbury and Exeter streets as per plat appears
Defendant Locates Jacobs Lot stopping and landing the north end of it on the line L to P

