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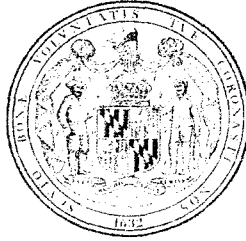
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Subject: Copy of Motion to Vacate
Judgment of Judge Perry Gray
Bowen, Jr., Calvert County
Circuit Court, Case No. CA 90 -
770

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MARYLAND STATE ARCHIVES

IN THE CIRCUIT COURT
FOR CALVERT COUNTY

Case No. CA 90 - 770

FRANK R. & MARY A. MARQUARDT *
Plaintiffs *
vs. *
DR. EDWARD C. PAPPENFUSE *
COMMISSIONER OF LAND PATENTS *
Defendant *

* * * * *

MOTION TO VACATE JUDGMENT
OF JUDGE PERRY GRAY BOWEN, JR.

1. JUDGE PERRY GRAY BOWEN, JR., HAD NO UNITED STATES CONSTITUTIONAL AUTHORITY TO EXPUNGE DEEDS (EXPUNGEMENTS EXHIBITS A-1 thru A-6). THE UNITED STATES CONSTITUTION'S CONTRACT CLAUSE, ARTICLE FIRST, SECTION TENTH, DECLARES THAT NO STATE SHALL PASS A LAW IMPAIRING THE OBLIGATION OF CONTRACT. THE SUPREME COURT OF THE U. S. IN 6 CRANCH, (10 U. S.) 87 (1810) FLETCHER V. PECK (EXHIBITS B-5 thru B-7) DECLARED DEEDS TO BE CONTRACTS AND THUS PROTECTED AGAINST "EXPUNGEMENT" BY THE UNITED STATES CONSTITUTION. JUDGE BOWEN, JR. DEED EXPUNGEMENT IS AN IRREGULARITY JUDGMENT APPEALABLE AT ANY TIME (RULE 2-535 (b)). THE CIRCUIT COURT IS OBLIGATED TO VOID DEED EXPUNGEMENTS AND ORDER THE CIRCUIT COURT CLERK TO RE-RECORD THEM. (The Marquardts will provide Original Recordings.)
2. CALVERT COUNTY DISTRICT COURT CASE NO. 60665904, STATE OF MARYLAND VS. FRANK R. MARQUARDT, JUDGE LARRY HOLTZ PRESIDING, (EXHIBITS H-1 thru H-18), DECLARED THE MARQUARDTS TO BE THE OWNERS OF "QUARTER COVE", NOT THE STATE OF MARYLAND. THIS DISTRICT COURT CASE IS RES JUDICATA FOR "QUARTER COVE" DEEDS ILLEGALLY EXPUNGED BY JUDGE PERRY GRAY BOWEN, JR. (SEE EXHIBITS B-1 thru B-4 FOR FRAUD ON BOWEN, JR. BY SHYSTER LAWYER McMANUS (EXHIBITS B-9 thru B-13)).
3. THE DEFENDANT DECLARED THE STATE OF MARYLAND OWNER OF "QUARTER COVE" AND "VEITCHES COVE" BY FRAUDULENTLY STATING, "THOMAS JOHNSON SURRENDERED THE COVES TO THE LAND OFFICE IN YEAR 1750 WHEN HE APPLIED FOR A WARRANT OF RESURVEY AND ACCEPTED THE RESURVEY (EXHIBITS F-19 and F-20). THIS DECLARATION IS FRAUD BECAUSE ALL COMMISSIONERS OF LAND

FILED
FOR CALVERT COUNTY

PATENTS MUST KNOW THE "WARRANT OF RESURVEY" LAWS WHICH IN 2 MD. CH., CHAPMAN V. HOPKINS, 433 (EXHIBIT D-3) IT IS STATED TO BE: "A PERSON IS NOT TO BE CONSIDERED AS HAVING SURRENDERED HIS PREVIOUS TITLE BY TAKING OUT A WARRANT." ALSO NEW EVIDENCE (EXHIBITS E-8 thru E-16) SHOWS, THAT THOMAS JOHNSON DID NOT SURRENDER HIS PATENT TO THE "BREWHOUSE" AND ITS TWO COVES. ALEXANDER DAWKINS BOUGHT "BREWHOUSE" WITH ITS TWO COVES ENCLOSED IN YEAR 1807 (EXHIBITS D-22 and E-16). HE WILLED IT TO HIS SON, WILLIAM D. DAWKINS AND EVENTUALLY JAMES F. KING PURCHASED IT ON 13 MARCH 1869 (EXHIBITS G-1 thru G-4).

4. THE DEFENDANT'S DOCUMENT, EXHIBITS F-1 thru F-20, SHOULD BE VOIDED BY A NEW JUDGE ASSIGNED TO THIS CASE.
5. WHEN THE EXPUNGED DEEDS ARE RE-RECORDED, THE MARQUARDTS WILL DEED "QUARTER COVE" AND "VEITCHES COVE" WETLANDS TO THE STATE OF MARYLAND EXCEPT DEED LIBER 256 PAGE 373 THAT ABUTTS AND IS PART OF THE MARQUARDTS' "VICTORY PARK" OF THE CAPE LEONARD SUBDIVISION PLATS. THERE WILL BE NO CHARGE FOR GRANTING THESE WETLANDS TO THE STATE OF MARYLAND. THE STATE WILL THUS OWN THE WETLAND BY A LEGAL CHAIN OF TITLE AND NOT BY FRAUD OR VIOLATION OF THE UNITED STATES CONSTITUTION'S CONTRACT CLAUSE.

Frank R. Marquardt

FRANK RICHARD MARQUARDT, Ret.
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1-703-765-4497

FRANK R. & MARY A. MARQUARDT

Plaintiffs

vs.

DR. EDWARD C. PAPERFUSE

COMMISSIONER OF LAND PATENTS

Defendant

IN THE CIRCUIT COURT

FOR CALVERT COUNTY

Case No. CA 90 - 770

* * * * *

SUPPLEMENTAL COMPLAINT

1. NEWLY DISCOVERED MARYLAND COURT OF APPEALS CASE, FOR YEARS 1812/1816, SAMUEL CHEW vs. WILLIAM C. DAWKINS, CONTAINS CALVERT COUNTY CIRCUIT COURT'S 28 NOVEMBER 1812 DESCRIPTION OF ALEXANDER DAWKIN'S 341½ ACRE "BREWHOUSE" DEED, EXHIBITS E-8 thru E-16, THAT VOIDS DEFENDANT'S CLAIMS THAT THE STATE OF MARYLAND OWNS THE TWO COVES OF THE "BREWHOUSE" PATENT, WHICH CLAIMS CAUSED JUDGE PERRY GRAY BOWEN, JR. TO VIOLATE THE UNITED STATES CONSTITUTION'S CONTRACT CLAUSE, ARTICLE 1 SECTION 10, CLAUSE 1, BY ORDERING THE CIRCUIT COURT CLERK TO EXPUNGE, FROM HER RECORD BOOKS, ALL THE LAND RECORDS THE MARQUARDTS RECORDED FOR THEIR DEEDS TO "QUARTER AND VEITCHES COVES" (EXHIBITS A-1 thru A-4), WHICH CLERK AUDREY B. EVANS DID.

U. S. CONSTITUTION'S CONTRACT CLAUSE
BARS ALL STATES FROM EXPUNGING DEEDS

THE SUPREME COURT OF THE UNITED STATES IN FLETCHER V. PECK, 6 CRANCH (10 U.S.) 87 (1810), (EXHIBITS B-5 thru B-7) FOLLOWED MR. ALEXANDER HAMILTON'S (U.S. CONSTITUTION SIGNER) OPINION ON THE U. S. CONSTITUTION'S CONTRACT CLAUSE WHERE HE STATES:

"The Constitution of the United States, article first, section tenth, declares that no State shall pass a law impairing the obligation of contract. This must be equivalent to saying no State shall pass a law revoking, invalidating, or altering a contract. Every grant from one to another whether the grantor be a State or an individual, is virtually a contract that the grantee shall hold and enjoy the thing granted against the grantor, and his representatives. It, therefore, appears to me that taking the terms of the Constitution in their large

sense, and giving them effect according to the general spirit and policy of the provisions, the revocation of the grant by the act of the legislature of Georgia may justly be considered as contrary to the Constitution of the United States, and, therefore null.

2. EXHIBITS B-5 THRU B-8 MAKE IT CLEAR THAT THERE SHOULD BE NO CALVERT COUNTY CIRCUIT COURT DOUBT THAT THE STATE OF MARYLAND HAD NO CONSTITUTIONAL RIGHT TO INVALIDATE, REVOKE (EXPUNGE), MARQUARDTS' DEEDS, ETC., FROM THE CLERK'S RECORD BOOKS. EXHIBIT B-8 ANNOTATED CODE OF MARYLAND, ARTICLE 2. CLEARLY SAYS THAT THE UNITED STATES CONSTITUTION IS THE SUPREME LAW OF MARYLAND. JUDGE PERRY GRAY BOWEN, JR'S EXPUNGEMENT ORDER, EXHIBITS A-1 THRU A-4, SHOULD BE IMMEDIATELY ANNULLED AND DEEDS LISTED THEREON COURT ORDERED TO BE RE-RECORDED. EXPUNGEMENT ORDER (EXHIBIT A-1) STATES:

"ORDERED that the Court specifically finds that Appellants Frank and Mary Marquardt have no right, nor title to, nor interest in any property bordering on or lying beneath Quarter Cove ----."

THIS ORDER DOES NOT STATE BELAIR SERVICE CO., INC., GRANTER OF QUARTER COVE TO THE MARQUARDTS, DOES NOT OWN QUARTER COVE AND VEITCHE'S COVE VIA ALEXANDER DAWKIN'S 30 OCTOBER 1807 BREWHOUSE DEED (EXHIBIT E-12 DEED DESCRIPTION) AND VIA JAMES F. KING'S 13 MARCH 1869 BREWHOUSE DEED, RE-RECORDED 7 DECEMBER 1891 (EXHIBITS G-1 THRU G-4). THE FOLLOWING DOCUMENTED FACTS PROVE THE MARQUARDTS ARE OWNERS OF QUARTER COVE AND VEITCHE'S COVE VIA PROPERLY RECORDED INSTRUMENTS FROM BELAIR SERVICE CO., INC. (ROBERT L. HERRING PRESIDENT.) BOB HERRING, WITH FRANK & MARY MARQUARDT'S APPROVAL, COULD DEED BOTH COVES TO DR. MARILYN ANN MARQUARDT AND NOT BE VIOLATING JUDGE BOWEN, JR'S ORDER. HOWEVER, THIS WOULD NOT CORRECT THE PROBLEM FACING THE WATERVIEW LAND OWNERS AT CAPE LEONARD (A deed expungement Order violating the Constitution of the United States.)

CALVERT COUNTY DISTRICT COURT VALIDATED
Marquardt Deed to "Golson's Cove"

3. MR. WILLIAM MALONEY, DECIDED TO CHALLENGE THE MARQUARDTS' DEEDS TO "GOLSON'S COVE".

4. BY MEANS OF EXHIBITS H-3 THRU H-7 AND PAYMENT OF \$300.00 TO THE DEPARTMENT OF NATURAL RESOURCES, WILLIAM AND JANET MALONEY OBTAINED AN OYSTER LEASE NO. CA 599 ON MARQUARDTS' WETLANDS AS LOCATED ON EXHIBIT H-3, FROM THE STATE OF MARYLAND DEPARTMENT OF NATURAL RESOURCES DIRECTOR OF FISHERIES. AFTER MR. FRANK R. MARQUARDT COMPLAINED TO THE MALONEYS BY CERTIFIED MAIL THAT THEY WERE TRESPASSERS ON HIS "GOLSON'S" COVE WETLAND, THE TWO MALONEYS STILL REFUSED TO REMOVE THE FIVE (5) PERMANENT ITEMS, WITH THERE NAME AS OWNERS THEREON. (The Maloneys' Waterview property is more than 1,000 feet to the north of the oyster lease location on the opposite side of the Cove.) AFTER EIGHT (8) DAYS, MR. FRANK MARQUARDT REMOVED THE TRESPASS ITEMS & FILED A TRESPASS COMPLAINT IN THE DISTRICT COURT OF MARYLAND WHEREBY COMMISSIONER RICHARD A. PARKER DECLINED TO ISSUE A CHARGING DOCUMENT (EXHIBITS H-10 & H-11). MR. MALONEY FILED A THEFT COMPLAINT AGAINST FRANK MARQUARDT IN THE DISTRICT COURT OF MARYLAND (EXHIBITS H-8 & H-9) WHICH RESULTED IN A LAW SUIT CASE NO. 60665904, STATE OF MARYLAND VS FRANK R. MARQUARDT (EXHIBITS H-1 & H-2). MR. MARQUARDT RESPONDED BY FILING HIS ANSWER TO THE THEFT COMPLAINT (EXHIBITS H-12 THRU H-14) AND THEN FILED HIS "CHAIN-OF-TITLE-TO-GOLSON'S COVE" (EXHIBITS D-1 THRU D-29) AS HIS PROOF OF OWNERSHIP.
5. DISTRICT COURT JUDGE, STEVEN CLAGGET, AFTER REVIEWING THE CASE INPUTS, DECIDED TO HAVE A VISITING JUDGE KNOWLEDGEABLE OF DEED CERTIFICATION VIA CHAIN OF TITLE RESEARCH, HANDLE CASE NO. 60665904 (EXHIBIT H-15 PAGE 001). VISITING JUDGE LARRY HOLTZ WAS ASSIGNED TO THE CASE AND A TRIAL WAS HELD WHEREBY VISITING JUDGE LARRY HOLTZ DECLARED FRANK R. MARQUARDT NOT GUILTY STATING THAT ALL OF THE CHARGES AGAINST HIM ARE DISPOSED (EXHIBIT H-15 THRU H-18). JUDGE HOLTZ THEN ADDRESSED THE PLAINTIFFS, WITNESSES AND THE MARQUARDTS SAYING;
- "Mr. & Mrs. Marquardt, that Chain-Of-Title you submitted to the Court is the best I have ever read. Your comparison of the Brewhouse Patent's Coves with the Rockhold Patent's Flag Harbor is unique in Patent research. I want to congraduate you both on a super title research effort."

REBUTAL AND REPROOF OF EXHIBITS F-1 THRU F-25
DOCUMENT EDWARD C. PAPENFUSE SIGNED

6. EXHIBIT F-7 STATES:

"A careful review of the evidence indicates that at no time prior to 1862 did either the Lord Proprietor or the State of Maryland issue a still valid patent encompassing the land under the two coves claimed by the Applicants. ----."

THIS IS AN ATROCIOUS LIE ! !

THE 1 MAY 1669 "BREWHOUSE" CERTIFICATE OF RESURVEY/PATENT CONFIRMATION FOR WILLIAM DORRINGTON (EXHIBIT D-11) STATES:

"Beginning at a Marked Oak standing on a high point at the head of a cove called and known by the name of Veitches Cove near a hollow called Johnson's Hollow, the said tree being marked at the first Survey, and from thence, bounded by the South side of the said cove for the length of 122 perches to a marked Oak at the Mouth of said cove by the side of St. Leonard's Creek, and from thence BOUNDED BY ST. LEONARD'S CREEK AND RUNNING AS THE SAID CREEK RUNNETH FOR THE LENGTH OF 287 PERCHES TO A BOUNDED OAK at the mouth of a cove called Stone's Cove, and from thence bounded by the East side of the said cove for the length of 42 perches to a bounded Oak at the head of the said cove, and from thence to the first bounded tree, Containing and being 149 acres by me. Charles Boeteler, Deputy Surveyor."

WHEN THIS EXHIBIT D-11 ST. LEONARD'S CREEK DISTANCE OF 287 PERCHES BETWEEN A BOUNDED OAK AT THE MOUTH OF STONE'S COVE AND A MARKED OAK AT THE MOUTH OF VEITCHE'S COVE IS COMPAIRED WITH THE METES AND BOUNDS OF EXHIBITS E-4 & E-5 PLATTED ON EXHIBIT E-7 (EXHIBIT F-19 YEAR 1749 SURVEY PLAT OF RICHARD RICHARDSON'S EXHIBIT C4),

EXHIBIT D-11A RESULTS

THE 64.3 PERCHES ACROSS THE MOUTH OF "GOLSON'S" COVE, AND THE 34.3 PERCHES ACROSS THE MOUTH OF A COVE SOUTH OF GOLSON'S" COVE ARE COMPUTED FROM THE METES AND BOUNDS GOING IN AND OUT OF THE COVES.

IT DOES NOT TAKE A GENIUS TO UNDERSTAND THAT THE TABULATED METES AND BOUNDS ON THE RIGHT HAND COLUMN OF EXHIBIT D-11A PROVES BEYOND ANY REASONABLE DOUBT THAT "GOLSON'S" COVE IS INCLUDED IN THE "BREWHOUSE" PATENTS AND THUS IS NOT OWNED BY THE STATE OF MARYLAND, AN ATROCIOUS LIE.

7. EXHIBIT D-11A PROVES THAT WHEN THE "BREWHOUSE" PATENT OR "DEED" THEREFOR STATES:

"All that tract of Land lying on the North side of Patuxent river near a Creek called St. Leonards Creek,

Beginning at a marked Oak in the woods near a hollow called Johnson's Hollow bounding on the North with the Hollow and a line East into the said Creek from the said Hollow on the East with the said Creek, on the South with the said Creek, on the West with the Land of William Stone Esq."

(See EXHIBITS D-9 THRU D-10)

THAT THE PATENT OR DEED INCLUDES "GOLSON'S" AND "VEITCHE'S" COVES, AND WHERE THE ACREAGE BEFORE YEAR 1776 STATES 260 ACRES OR LESS, THE ACREAGE IS THE "RENT ROLL ACREAGE", NOT THE AREA ACREAGE (SEE EXHIBIT D-9). THE AREA ACREAGE OF "BREWHOUSE" IS 342 $\frac{1}{2}$ ACRES AS PURCHASED BY ALEXANDER DAWKINS ON 29 AUGUST 1805, SEE EXHIBIT D-22.

EXHIBITS D-23 THRU D-29 IS ALEXANDER DAWKINS WILL WHEREBY HE WILLS HIS LANDS TO HIS SON, WILLIAM C. DAWKINS, BUT THE LAND DISCRIPTION IN THIS WILL IS VAGUE (FENCES AS BOUNDARIES).

8. THE MARQUARDTS CONTINUED RESEARCH ON THE GAP YEARS FROM 1805 THRU 1839 THE LAST DATE OF EXHIBIT D-29 WILL DOCUMENT. AFTER 70 HOURS OF REVIEWING NEWSPAPER MICROFILMS AT THE LAW LIBRARY IN ANNAPOLIS, EXHIBIT E-8 WAS DISCOVERED. THIS DISCOVERY LED TO FINDING EXHIBITS E-9 THRU E-15 IN THE MARYLAND HALL OF RECORDS STORAGE WAREHOUSE. EXHIBIT E-12 DISCRIPTION OF "THE BREW HOUSE" BY CALVERT COUNTY COMMISSIONERS JOHN TURNER, JAMES J. PATTISON, KID TURNER AND JOHN MACKALL IS AS FOLLOWS:

* "A tract of Land called "The Brew House" begining at the head of a Cove called Dunkersten Cove & runing down & with the said Cove to St. Leonards Creek. Then Northerly and Easterly with the said Creek to a Cove called Veatches Cove, then up & with the said Cove to the head thereof, then South Westerly to a post on a point near the said cove, then with a straight line to the begining. Containing about 341 $\frac{1}{2}$ Acres more or less."

EXHIBIT E-16 IS A PICTORIAL PRESENTATION OF "THE BREW HOUSE" 341 $\frac{1}{2}$ ACRE APPRAISAL DISCRIPTION THAT CONFIRMS "GOLSON'S" COVE AND "VEITCHE'S" COVE ARE PART OF THE DEED TO ALEXANDER DAWKINS ON 30 JANUARY 1806. (EXHIBIT D-22) AND AGAIN VERIFIES THAT

- * "then up" means across the mouth of Veitche's Cove from South to North.

"GOLSON'S" COVE AND "VEITCHE'S" COVE IS NOT STATE OF MARYLAND OWNED, AS FALSELY CLAIMED BY EDWARD C. PAPENFUSE WITHOUT ANY DOCUMENTED PROOF FOR HIS CLAIM. SAYING SO DOESN*T MAKE IT SO.

9. EXHIBIT F-8 STATES:

"Therefore, the only evidence that could be relevant to a claim that the 1672 Patent to BREWHOUSE encompassed the land under the coves in question must be subsequent to 1672. For seventy-seven years no one objected. For seventy-seven years no one brought a trespass and ejection suit against the owners of BREWHOUSE for claiming land/or coves that they did not own. For seventy-seven years the language of the Patent stood unchallenged."

THIS IRRATIONAL STATEMENT MADE TO TRY AND PROVE THE "BREWHOUSE" PATENTS AND DEEDS DO NOT INCLUDE THE COVES, IS DEBUNKED BY EXHIBITS D-12 THRU D-14, WHERE THE "ROCKHOLD" 29 APRIL 1672 PATENT ENCLOSING "FLAG HARBOR" LAI D IDLE FOR 300 YEARS UNTIL DEVELOPED IN 1972 AS FLAG HARBOR CONDOMINIUM MARINA. VISITING JUDGE LARRY HOLTZ TOOK SPECIAL NOTE OF THE FACT THAT BOTH "BREWHOUSE" AND "ROCKHOLD" PATENTS HAD THEIR COVES ENCLOSED, BY ST. LEONARDS CREEK FOR THE "BREWHOUSE" AND BY CHESAPEAKE BAY FOR ROCKHOLD, WHEN DECLAIRING THE MARQUARDTS OWNERS OF "GOLSON'S" COVE.

HOW THE "BREWHOUSE" COVES (TRACTS) GOT NAMED

"GOLSON'S COVE"/"QUARTER COVE"
"KING'S COVE"/"VEITCHE'S COVE"

ALL RECORDED PATENTS AND DEEDS TO THE "BREWHOUSE" TRACT HAVE A STATED NORTHERN BOUNDARY STARTING 17 JULY 1651 IN A PATENT TO PETER JOHNSON (Land Office Liber AB&H Folio 145) WHICH STATES:

"Beginning at a Marked Oak in the Woods near a Hollow called Johnson's Hollow, Bounding on the North with the Hollow and a line drawn East into the said Creek from the said Hollow," (EXHIBIT D-1 & D-7)

THE INTEGRAL COVES ARE NOT NAMED, however, THERE IS NO WAY THE LINE DRAWN EAST INTO ST. LEONARDS CREEK CAN BE DRAWN ON THE SOUTH SIDE OF THE COVE, THUS THE COVE IS INCLUDED IN THE PATENT. BOTH COVES WERE INCLUDED PRIOR TO YEAR 1672 AS WELL AS SUBSEQUENT TO YEAR 1672. PAPENFUSE IS DEAD WRONG AGAIN. TWO WEEKS LATER, 5 AUGUST 1651, PETER JOHNSON'S PATENT WAS SUBDIVIDED.

THESE SUBDIVISIONS CONTAINING "GOLSON'S COVE", "GOLSON'S BRANCH" AND "KING'S COVE" GRANTS ARE GRAPHICALLY SHOWN ON EXHIBIT D-1B ALONG WITH ALL THE GRANTS (PATENTS) IN YEARS 1650 THRU 1675 (SEE MAGNETIC DECLINATIONS PLATTED PER YEAR, EXHIBIT D-1C) ALONG THE LOWER PORTION OF ST. LEONARD'S CREEK'S EAST AND WEST SIDES. WHEN ROBERT CLARK, SURVEYOR WITH LAND GRANT AUTHORITY FROM THE LIEUTENANT GENERAL, GRANTED COVE LANDS, HE USED THE POSSESSORY ASTERISK (*) AND THE GRANTEE'S NAME TO VERIFY GRANTING THE COVE LAND.

GOLSON'S COVE GRANT

(Land Office Liber AB&H, folio 145 - Certificate of Survey)
(Land Office Rent Roll Liber O, folio 81, "Golson's 100 a.)

IN THIS 5 AUGUST 1651 GRANT THE SURVEYOR STATES:

"A Cove called Golson's Cove," (EXHIBIT D-1)

DURING THE WAR OF 1812/1814, COMMODORE BARNEY MADE A CRUDE HAND MAP OF ST. LEONARD'S CREEK AND ITS COVES WHICH HE SENT TO HIS HEADQUARTERS IN WASHINGTON. NOT KNOWING THE NAME OF GOLSON'S COVE, HE MARKED THE COVE "QUARTER COVE" ON HIS MAP BECAUSE THAT WAS WHERE SOME OF HIS BARGE CREW WERE "QUARTERED". (Letters obtained from the U.S. Naval Academy and Naval Gun Factory archives.)

KING'S COVE GRANT

(Land Office Liber AB&H, folio 302 - Certificate of Survey)

IN THIS 28 JULY 1652 GRANT THE SURVEYOR STATES:

"Runing North Cross the Neck unto a Cove Called King's Cove."

THE DEFENDENT PURPOSELY IGNORES THESE ORIGINAL COVE GRANTS IN HIS ABUSE OF POWER DOCUMENT WHEN HE STATES (EXHIBIT F-8):

"Therefore, the only evidence that could be relevant to a claim that the 1672 Patent to BREWHOUSE encompassed the land under the coves in question must be subsequent to 1672."

IT APPEARS THAT THE DEFENDENT IS UNAWARE THAT THE 1652/1659 SURVEYOR GRANTED COVES ON BOTH SIDES OF ST. LEONARD'S CREEK AND NAMED THEM AS FOLLOWS (EXHIBIT D-1B):

WEST SIDE

STONE'S COVE, GOLSON'S COVE,
KING'S COVE, VEITCHES COVE

EAST SIDE

HATTON'S COVE
VEITCH'S COVE

NO ONE HAS BEEN ABLE TO FIND A DOCUMENT THAT GRANTS "KING'S COVE" TO JAMES VEITCH THE SHERIFF. JAMES VEITCH WAS ORIGINALLY GRANTED 70 ACRES WITH A "VEITCH'S COVE" ON THE LOWER EAST SIDE OF ST. LEONARD'S CREEK. WHEN HIS NIECE WAS TRANSPORTED TO MARYLAND, HE WAS GRANTED THE REST OF THE LAND DUE HIM, 50 ACRES CALLED "VEITCHS REST" ON THE WEST SIDE OF ST. LEONARD'S CREEK, WEST OF 100 ACRE "SMITH'S JOY", AND A NORTHWARD EXTENSION OF "KING'S COVE" ABOVE "JOHNSON'S HOLLOW" OF THE "BREWHOUSE" PATENT.

(See Blocks B/4 & B/5 of EXHIBIT D-1B and the words VEITCHS COVE with an arrow pointing to the "VEITCHES REST" wetland.) BEING SHERIFF AND NOT A PLANTER, JAMES VEITCH HAD TO TRAVEL BY BOAT OFTEN UP "KING'S COVE" TO HIS "VEITCHES REST" LAND AS DID OTHERS LOOKING FOR THE SHERIFF'S HELP. EVENTUALLY "KING'S COVE" TIDAL WATERS BECAME KNOWN AS VEITCHS COVE A DIRECTION FOR OTHERS SEEKING THE SHERIFF. THERE IS NO GRANT OF "KING'S COVE" TO VEITCH. "KING'S COVE" ALWAYS WAS AND STILL IS A TRACT OF THE "BREWHOUSE" PATENT TO HEIRS AND BUYER'S DEEDS.

JAMES F. KING'S YEAR 1869 DEED
TO "GOLSON'S COVE"

10. DEFENDANT PAPENFUSE IRRATIONALLY STATES IN EXHIBIT F-10; "The deed (EXHIBITS G-1 THRU G-4) explicitly excluded them (Golson's and King's Coves) from the property sold to King."
"If anyone harbored any doubts prior to March 13, 1869, that the two coves in question were excluded from what was to become Cape Leonard Subdivision, after that date, there should be absolutely no question in anyone's mind about the meaning of the language in the deed to James King; "thence with the meanderings of St. Leonard's Creek and Veitch's Cove.""

JAMES F. KING'S DEED DOES NOT STATE WHICH SIDE OF THE COVES HIS DEED MEANDER LINES OCCUR, NORTH OR SOUTH SIDE ? OTHER DOCUMENTS PROVIDED TO PAPENFUSE BY THE MARQUARDTS, POSITIVELY PROVED THAT THE MEANDER LINE FOR GOLSON'S COVE IS ON THE SOUTH SIDE AND FOR KING'S COVE IS ON THE NORTH SIDE. THE CIRCUIT COURT FOR CALVERT COUNTY IN EQUITY CASE NO. 60, 31 MAY 1886, AUTHORIZED A COMMISSION MADE UP OF GEORGE P. ROSS, JAMES S. THOMAS, JOHN B. BOND, BENJAMIN PARRAN, AND JAMES F. KING, TO DIVIDE THE MACKALL'S "HOMEPLACE" LAND SOUTH OF

KING'S LAND INTO 3 EQUAL PARTS BY CALVERT COUNTY SURVEYOR, JOSEPH W. TALBOT (EXHIBITS G-11 THRU G-15). THIS COMMISSION APPROVED THE SURVEYOR'S PLAT (EXHIBIT G-11) THAT CONTAINS THE WORDS, "Jas. F. King's land and Cove" TO THE NORTH OF HIS PLAT. ON HIS BEARINGS AND DISTANCES TABULATION, "Exhibit - C", HE STATES HE PUT A "Stake on the bank of the Cove" (EXHIBIT G-14) TO DIVIDE LOTS NO. 1 & NO. 2. THIS 97 YEAR OLD BARBED WIRE WOUND STAKE WAS LOCATED AND FOUND TO BE 62.5 FEET FROM THE SHORE LINE OF "GOLSON'S COVE". (EXHIBIT G-17).

11. FROM THE FOREGOING EXHIBITED DOCUMENTS, THERE SHOULD BE ABSOLUTELY NO QUESTION IN ANYONE'S MIND THAT JAMES F. KING'S DEED INCLUDED "GOLSON'S COVE" OF THE "BREWHOUSE" PATENT PROVEN BY EXHIBIT D-11A TO BE PART OF THE "BREWHOUSE" PATENT. MARQUARDTS' DEEDS TO "GOLSON'S COVE" REFERENCE CALVERT COUNTY, MARYLAND, CIRCUIT COURT CHANCERY RECORD BOOK, LIBER S.S. NO.2, THE RECORDING OF YEAR 1886 EQUITY CASE NO. 60 DOCUMENTS, AND WAS GIVEN TO THE DEFENDENT.

JAMES F. KING'S DEED TO "KING'S COVE"

RE-RECORDED 17 DECEMBER, 1891

(After 1886 Equity Case No.60)

12. DEFENDANT'S "ORDER" (EXHIBIT F-17) STATES:

"The body of evidence introduced for the consideration of the Commissioner, --- are so complete and so exhaustive as to preclude there even being any question of any title other than THAT OF THE STATE TO THE TWO COVES ---."

THE DEFENDANT ALSO CLAIMS (EXHIBIT F-8) THAT:

"In February of 1748/49, Thomas Johnson of Calvert County surrendered his title to the 1672 patent to "Brewhouse" to the Lord Proprietor."

THE 25 OCTOBER 1672 PATENT TO ROGER BAKER FOR "BREWHOUSE" AND ITS COVES (EXHIBIT D-15) STATES:

"Beginning at a marked Oak in the woods near a Hollow called Johnson's Hollow, bounding on the North with the Hollow and a line drawn East into the said Creek from the said Hollow, on the East with the said Creek, on the South with the said Creek, on the West with the land of William Stone, Esquire."

IF DEFENDENT'S CLAIMS WERE TRUE, AND NOT HOGWASH, THERE COULD NEVER BE A DEED TO THE YEAR 1672 "BREWHOUSE" PATENT DESCRIPTION EXHIBIT D-15 ABOVE. THE DEED WOULD HAVE TO DESCRIBE THE METES

BOUNDS OF ADDERTON SKINNER'S 10 MAY, 1749 RESURVEY (EXHIBITS E-4 AND E-5) AND STATE 199 OR 260 ACRES, NOT 341½ ACRES.

13. THE NEW YEAR 1812 EVIDENCE DISCOVERED (EXHIBITS E-8 THRU E-16) REPUDIATES DEFENDENT'S HOGWASH CLAIM THAT THE STATE OF MARYLAND OWNS THE TWO COVES OF THE "BREWHOUSE" PATENT BECAUSE THOMAS JOHNSON SURRENDERED HIS TITLE TO THE STATE OF MARYLAND'S LAND OFFICE. THE DEFENDENT COMPLETELY VIOLATED MARYLAND'S PATENT COMMON LAW AS DEFINED BY MARYLAND COURT CASES (EXHIBITS D-3 and D-4) ESPECIALLY THE FOLLOWING:

2 MD. CH., Chapman v. Hoskins, 433

A person is not to "be considered as having surrendered his previous title by taking out a warrant" especially where it is "ascertained that the land he proposed to take up, is not vacant, but is included within the lines of land to which his title is undisputed."

4 MD. CH., Smith v. Baker, 13

It is unquestionably a general and well established rule of the land office, that no patent shall be issued for any land for which a patent had been previously granted, so long as such patent remains in force. The principle is understood to be this, that the State having once granted the land, will not grant it a second time, unless the title has reverted to her by escheat.

THOMAS JOHNSON'S 25 OCTOBER 1672 "BREWHOUSE" COVE PATENTS DID NOT ESCHEAT TO THE LAND OFFICE, NOR DID HE SURRENDER THEM TO THE LAND OFFICE BY TAKING OUT A WARRANT IN YEAR 1748/1749.

THE DEFENDENT'S CLAIMS ARE, BY THE COMMON LAW OF MARYLAND, NOTHING BUT HOGWASH IN HIS ATTEMPT TO APPEASE OWNERS OF DEEDS LISTED ON EXHIBITS F-12 AND F-13. ABUSE OF POWER BY LYING. THE COMMISSIONER OF LAND PATENTS, IS NOT SOLOMONIC. NOR DOES HE HAVE IMMUNITY FROM THE U. S. CONSTITUTION'S CONTRACT CLAUSE (EXHIBITS B-5 THRU B-8). ALSO,

BLAND 1. Cunningham v. Browning, 280

After any land had been once legally granted, it could, in no case, be fully and particularly revested in the Lord and Proprietary, so as again to become the subject of a new patent to an individual ---."

14. DEFENDANT IN EXHIBIT F-9 STATES:

"No landowner to the northward of BREWHOUSE ever mentions his property as adjoining BREWHOUSE anywhere near the banks of this

cove (King's Cove/Veatches Cove)."

THE PLAINTIFFS AGREE. ALL ONE HAS TO DO IS LOOK AT EXHIBIT D-1B AND NOTE THAT THE ORIGINAL GRANTS SEPARATED THE LAND (SMITH'S JOY 100 ACRES) FROM (HAP AT A VENTURE 150 ACRES) THE NORTHERN PART OF BREWHOUSE, BY "A LINE DRAWN EAST FROM JOHNSON'S HOLLOW TO ST. LEONARD'S CREEK". THESE GRANTS NEVER WERE SEPARATED BY THE COVE. THAT'S WHY THE GRANT TO PETER JOHNSON IN YEAR 1658 (EXHIBITS D-9 AND D-10) AND LATER TO ROGER BAKER IN YEAR 1672 (EXHIBITS D-15 THRU D-17), BOTH STATE:

"Begining at a marked Oak in the woods near a hollow called Johnson's Hollow, bounding on the North with the Hollow, and a line drawn East into the said Creek from the said Hollow,"

15. EXHIBITS G-5 THRU G-10 ARE A 28 APRIL 1889 DEED PROPAGATION FROM YEAR 1652/1653 SMITH'S JOY 100 ACRES. AS SHOWN ON EXHIBIT G-10, A YEAR 1877 SURVEY OF "SMITH'S JOY" ARROGATED 29.5 ACRES OF "BREWHOUSE" LAND NORTH OF "KING'S COVE"/VEITCHES COVE, FROM THE "BREWHOUSE" PATENTED LAND WITH TWO COVES. THIS IS THE REASON JAMES F. KING'S DEED (EXHIBITS G-1 THRU G-4) NORTHERN BOUNDARY STATES:

"Thence with the Meanderings of QUARTER COVE, St. Leonard's Creek and VEITCHES COVE to a stake at the head of Veitches Cove," RATHER THEN STATING:

"A line drawn East from Johnson's Hollow to St. Leonard's Creek." (A difference of 29.5 acres.)

NOWHERE IN MARGARET R. WALL'S 28 APRIL 1889 DEED TO HER DAUGHTER, DOES EXHIBITS G-6 THRU G-9 STATE; "with the Meanderings of Veitches Cove" AS A BOUNDARY. HER LAND DOES NOT INCLUDE ANY PART OF "KING'S COVE", THE SAME WAY THE LAND OF EQUITY CASE NO.60 (EXHIBITS G-11 THRU G-15) DOES NOT INCLUDE ANY PART OF "GOLSON'S COVE" (QUARTER COVE).

THERE IS NO EVIDENCE THAT JAMES F. KING'S DEED DOES NOT INCLUDE BOTH COVES AND THAT THE MARQUARDTS DO NOT OWN BOTH COVES VIA A PROPER DEED RECORDED.

THE DEFENDANT SHOULD BE COURT ORDERED TO REPAY THE MARQUARDTS FUNDS HE STOLE AND THE COURT STOLE BY HIS PUBLISHING HIS FRAUDULENT, DECEITFUL, SLANDEROUS DOCUMENT (EXHIBITS F-1 THRU F-20).

SUMMARY OF FOREGOING COMPLAINT

1. THE CALVERT COUNTY DISTRICT COURT OF MARYLAND, IN CASE NO. 60665904, VISITING JUDGE LARRY HOLTZ PRESIDING, DECLAIRED THE MARQUARDTS OWNERS OF "GOLSON'S COVE" (QUARTER COVE).
2. THE CALVERT COUNTY CIRCUIT COURT OF MARYLAND, IN THIS CASE NO. 90-770, JUDGE PERRY GRAY BOWEN JR., PRESIDING, ORDERED THE CLERK OF THE CIRCUIT COURT TO EXPUNGE ALL OF THE MARQUARDTS' RECORDED DEEDS TO "GOLSON'S COVE" AND "KING'S COVE" FROM THE LAND RECORD BOOKS OF CALVERT COUNTY, WHICH ORDER VIOLATES THE UNITED STATES CONSTITUTION'S CONTRACT CLAUSE, ARTICLE 1 SECTION 10, CLAUSE 1. THIS JUDGE PERRY GRAY BOWEN, JR., ORDER MUST BE ANNULLED AND THE CLERK ORDERED TO RE-RECORD ALL EXPUNGEMENTS.
3. THE DEFENDANT, EDWARD C. PAPENFUSE, COMMISSIONER OF LAND PATENTS FOR MARYLAND, SIGNED, PUBLISHED, AND DISTRIBUTED A FRAUDULENT, DECEITFUL, SLANDEROUS DOCUMENT FULL OF DEVIOUS, CALCULATED ERRORS HE BELIEVED WOULD APPEASE WATERVIEW PROPERTY OWNERS AT THE CAPE LEONARD SUBDIVISION, AND TO DECEIVE THE COURT JUDGES OF MARYLAND. (IT DIDN'T WORK---ON JUDGE HOLTZ LIKE IT DID ON JUDGE BOWEN, JR., WHO WAS BIASED AGAINST THE MARQUARDTS BECAUSE OF THEIR RESEARCH RECORDINGS OF DOCUMENTS BURNT IN THE YEAR 1882 PRINCE FREDERICK COURTHOUSE FIRES.)
4. THE PLAINTIFFS CONTINUED RESEARCH FOR CALVERT COUNTY LAND LAW CASES APPEALED TO THE MARYLAND COURT OF APPEALS IN ANNAPOLIS, MD. (WHERE THERE WERE NO COURTHOUSE FIRES), THEY DISCOVERED YEAR 1812/1816 APPEAL CASE (EXHIBITS E-8 THRU E-16 THAT PROVE THE DEFENDANT'S UNPROVEN CLAIM THAT THE STATE OF MARYLAND OWNS "QUARTER COVE" AND "VEITCHES COVE", ARE FALSE CLAIMS, AND THAT THE TWO MARQUARDTS ARE THE COVE OWNERS, NOT THE STATE OF MARYLAND, AS ADJUDGED BY JUDGE LARRY HOLTZ.

MARQUARDTS' PROPOSAL TO CORRECT
PAPENFUSE'S AND JUDGE BOWEN'S
DEBACLE

1. THE OWNERS OF THE ROCKHOLD PATENT DIDN'T APPLY FOR A QUITCLAIM FROM PAPENFUSE. HAD THE OWNERS DONE SO, THERE WOULD NOT BE A FLAG

HARBOR MARINA TAX REVENUE GOING TO THE TREASURY OF MARYLAND NOW. (EXHIBIT D-14 wetland area of 13½ feet by 35 feet is assessed at \$10,800.) THUS, "GOLSON'S COVE" WETLAND'S 12.58 ACRES IS VALUED AT \$2,160,000.00 AND "KING'S COVE" EVEN MORE.

2. THE MARQUARDTS HAVE A UNITED STATES CONSTITUTION'S CONTRACT CLAUSE RIGHT THAT THEIR EXPUNGED DEEDS BE RE-RECORDED. THEY ALSO HAVE A LEGAL RIGHT THAT THE STATE OF MARYLAND RETURN ALL THEIR MONEY + INT. PAPENFUSE AND JUDGE BOWEN, JR., STOLE FROM THEM BY FALSE CLAIMS AND ILLEGAL ORDER, AS FOLLOWS:

(a)	PAPENFUSE -----	\$2,860.25	-----	EXHIBIT F-17
(b)	JUDGE BOWEN, JR. -----	\$2,509.50	-----	EXHIBIT A-5
(c)	JUDGE BOWEN, JR. -----	<u>\$32,525.75</u>	-----	EXHIBIT A-6

Total = \$37,895.75 + Interest

3. THE MARQUARDTS WILL ADD LIBER 256 PAGE 373 (When re-recorded) THAT ABUTS "VICTORY PARK" OF THEIR 7.329 ACRES OF CAPE LEONARD SUBDIVISION LAND, TO THEIR DNR FOREST SERVICE'S, FOREST CONSERVATION AND MANAGEMENT AGREEMENT CONTRACT.

THE PROPOSAL

THE MARQUARDTS HEREBY CERTIFY THAT:

AS SOON AS THE CIRCUIT COURT DECLARES PAPENFUSE'S DOCUMENT TO BE VOID, ORDERS RE-RECORDING OF EXPUNGED DEEDS, AND ORDERS THE STATE OF MARYLAND TO PAY \$37,895.75 + INTEREST THEREON TO THE MARQUARDTS,

THEN, THE MARQUARDTS WILL DEED ALL OF "VEITCHS COVE" WETLAND AND "QUARTER COVE" WETLAND, LESS THAT OF LIBER 256 PAGE 373, TO THE STATE OF MARYLAND FREE OF ANY CHARGES.

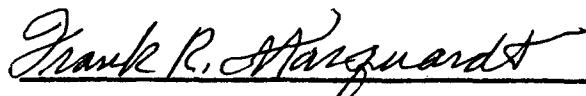

FRANK RICHARD MARQUARDT


MARY ALYNE MARQUARDT

4. THE STATE OF MARYLAND HAS NO TITLE TO THE "BREWHOUSE" PATENTED COVES BY ESCHEAT OR CONFISCATION PAYMENTS. EXPUNGEMENT OF DEEDS THERETO BY A CIRCUIT COURT JUDGE AND THE CLERK DOESN'T GIVE THE STATE OWNERSHIP VIA GRANTOR TO GRANTEE. NOR DOES A COMMISSIONER OF LAND PATENTS HAVE A MAGIC WAND TO MAKE THE MARQUARDTS' DEEDS VANISH AND ESCHEAT TO THE STATE OF MARYLAND, AND SUDDENLY APPEAR IN THE CALVERT COUNTY RECORD BOOKS AS OWNED BY THE STATE. THE CAPE LEONARD SUBDIVISION WATERVIEW LAND OWNERS HAVE BEEN "BILKED" INTO A FALSE SENSE OF SECURITY. THIS AFORESAID PROPOSAL WILL GIVE THE STATE OF MARYLAND A LEGAL DEED TO WETLAND OF THE TWO COVES --- AND COMPLETE A SOUND CHAIN-OF-TITLE. BILKING BY THE STATE OF MARYLAND EMPLOYEES WILL BE CORRECTED AS WILL VIOLATIONS OF THE UNITED STATES CONSTITUTION'S CONTRACT CLAUSE.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT AS SOON AS THIS CAPTIONED CASE IS REOPENED BY THE CIRCUIT COURT OF CALVERT COUNTY, A COPY OF THIS MOTION TO VACATE JUDGMENT, AND COMPLAINT WITH EXHIBITS, WILL BE HAND-DELIVERED TO DEFENDANT'S LEGAL REPRESENTATIVE, BONNIE KIRKLAND, ASSISTANT ATTORNEY GENERAL, MARYLAND STATE ARCHIVES, 350 ROWE BLVD, ANNAPOLIS, MARYLAND, 21401.



FRANK RICHARD MARQUARDT, DR. Ret.

INDEX OF EXHIBITS

<u>EXHIBIT NOS.</u>	<u>DESCRIPTION OF EXHIBIT</u>
A-1 thru A-6	Judge Perry Gray Bowen, Jr.'s, ORDERS violating Article 1 Section 10, Clause 1 of the United States Constitution and Article 2 of the Annotated Code of Maryland.
B-1 thru B-13	Marquardt's letter to Associate Judge Thomas Rymer on Deeds Expungment ORDER prepared by Thomas A. McManus and signed by Judge Perry Gray Bowen, Jr., informing Judge Rymer that the Constitution of the United States was violated by Judge Bowen, Jr..
C-1 thru C-9	Marquardts' DEEDS to "GOLSON'S COVE" from grantor Belair Service Company, Inc., that were illegally Expunged by Judge Bowen, Jr.'s ORDERS (EXHIBITS A-1 thru A-4).
D-1 thru D-29	Marquardts' CHAIN-OF-TITLE TO GOLSON'S COVE entered into District Court Of Maryland for Calvert County Case No. 60665904, State of Maryland vs Frank R. Marquardt.
E-1 thru E-7	Capt. Richard Smith's 19 March 1714 "Brewhouse" Will of Mortgage to Thomas Johnson, Jr., and 14 July 1749 "BOTCHED" Warrant of Re-Survey for any additional "plantable land" in the "Brewhouse" Patent.
E-8 thru E-16	<u>NEW EVIDENCE</u> The Maryland Court Of Appeals Years 1812/1816 Cases of Samuel Chew vs William C. Dawkins containing Calvert County Court's 28 November 1812 description and appraisal of ALEXANDER DAWKINS' 341 $\frac{1}{4}$ acre "Brewhouse" Deed to the plated "Brewhouse" PATENT enclosing "Golson's and King's Coves" confirming that the 25 October 1672 "Brewhouse" Patent to Roger Baker (EXHIBIT D-15) did not escheat to the State of Maryland on 10 May, 1749 as ERRONEOUSLY claimed by Dr. Edward C. Papenfuse, Commissioner of Land Patents.
F-1 thru F-25	Dr. Edward C. Papenfuse's OPINIONS AND FINDINGS and "Abuse-Of-Power" illegal ORDER that violates the Annotated Code of Maryland, Real Property, Title 13 Land Patents Sections 13-104(2), 13-201(a), 13-502(2) and the U.S. Constitution's CONTRACT CLAUSE, Article 1 Section 10, Clause 1. Also the Surveyor's Plat for "GOLSON'S COVE" plus Marquardt's 6 January 1989 letter to Papenfuse and Richard H. Richardson's 24 January 1989 reply letter to Marquardt for Papenfuse.
G-1 thru G-4	James F. King's 13 March 1869 Deed from Henry Williams, Trustee, for 151.75 acres of "Brewhouse" Grant "plantable fastland", plus " <u>APPERTENANCES</u> " ("Golson's Cove and "King's" Cove) of all parties to the 16 May 1866 Court of Equity Case.

G-5 thru G-10

Margaret R. Wall's 28 April 1889 Deed to daughter Margaret R. Broome for 129.25 acres (Smith's Joy Patent) north of Veitches Cove. Calvert County Deed Book 312 Page 679 recording of Year 1850 Census Data on "Brewhouse", "Smith's Joy" and "Veitches Rest" showing Elizabeth Sollars as an owner of "Smith's Joy" 100 acre Patent.

G-11 thru G-17

Calvert County 6 July 1886 Equity Case No. 60 Survey of the lower 191 acres of "Brewhouse" by Calvert County Surveyor Joseph W. Talbott plus "Golson's Cove" Plat recorded as Liber 430 Folio 723, plus document recording discovery of Joseph W. Talbott's barbedwire rapped wooden stake dividing His Lots 1 and 2.

H-1 thru H-18

DISTRICT COURT OF MARYLAND FOR Calvert County Case No. 60665904, STATE OF MARYLAND vs FRANK R. MARQUARDT containing VISITING JUDGE LARRY HOLTZ'S "ORDER" STATING, "ALL CHARGES DISPOSED" that decrees the Marquardts Owners of "GOLSON'S COVE", decrees the State Department of Natural Resources Director of Fisheries had no legal right to issue Oyster Lease #CA 590 to the Maloneys and that the Maloneys must pay all Court costs. This Case is RES JUDICATA for the Circuit Court Case No. CA 90-770 and the Commissioner of Land Patents ORDER.

FRANK R. MARQUARDT, et. ux.

Appellants

v.

EDWARD PAPERFUSE, et. al.

Appellees

IN THE CIRCUIT COURT

FOR CALVERT COUNTY

Case No. CA90-86-770

* * * * *

ORDER

Pursuant to Appellees' Joint Motion for Injunctive and other Relief filed in this action, Appellants' Response thereto, and Appellees Cape Leonard Waterfront Owners' Motion for Expedited Hearing and in light of the hearing held in open court on May 9, 1991 and September 5, 1991, it is hereby by this Court

ORDERED that the Court specifically finds that Appellants Frank and Mary Marquardt have no right, nor title to, nor interest in any property bordering on or lying beneath Quarter Cove (referred to by Appellants as "Golson's Cove"), Veitch's Cove (referred to by Appellants as "King's Cove") or St. Leonard's Creek other than Lots 31 through 34 of Section B of Cape Leonard Flat to the mean high water mark of Quarter Cove, as described in Liber 133, Folio 389, Liber 145, Folio 370, Liber 169, Folio 278, and Liber 223, Folio 521; it is further

ORDERED that Frank or Mary Marquardt are permanently enjoined from asserting any right, title, interest or claim to any property, riparian or otherwise, bordering on or lying beneath Quarter Cove, Veitch's Cove or St. Leonard's Creek

1991 MAY 15 11:51

Audrey B. Evans

CLERK OF CIRCUIT COURT

EXHIBIT A-1

other than that property specifically described in Liber 133, Folio 389, Liber 145, Folio 370, Liber 169, Folio 278, and Liber 223, Folio 521; it is further

ORDERED that Frank or Mary Marquardt are permanently enjoined from interfering with the property rights of other persons, owning or possessing land bordering on Quarter Cove, Veitch's Cove or St. Leonard's Creek, including but not limited to the Cape Leonard subdivision, the Mackall Farm, the Baker/Ferguson Farm, and of the State of Maryland which owns the land below the mean high water mark of Quarter Cove, Veitch's Cove and St. Leonard's Creek; it is further

ORDERED that the Clerk of the Circuit Court for Calvert County is hereby directed not to accept any further deeds, plats, surveys or any other document for filing in the Land Records of Calvert County from Frank or Mary Marquardt unless and until such document is approved for filing by the Circuit Court; it is further

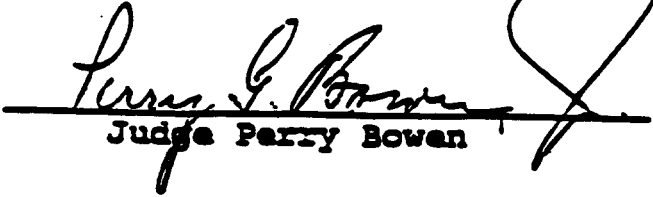
ORDERED that the Clerk of the Court shall immediately expunge from the Land Records of Calvert County the following deeds:

Liber ABE 296/01	Belair Service Co., Inc. to Frank and Mary Marquardt Dated March 16, 1983
Liber ABE 256/373	Belair Service Co., Inc. to Frank and Mary Marquardt Dated December 13, 1979
Liber ABE 296/247	Belair Service Co, Inc. to Frank and Mary Marquardt Dated March 23, 1983

Liber ABE 296/248	Belair Service Co., Inc. to Frank and Mary Marquardt Dated March 23, 1983
Liber ABE 460/558	"Deed Legal Supplement" Dated December 12, 1988
Liber ABE 467/921	Frank and Mary Marquardt to Frank and Mary Marquardt Dated March 6, 1989
Liber ABE 430/720	Frank and Mary Marquardt to Frank and Mary Marquardt Dated February 19, 1988
Liber ABE 498/155	"Chain of Title Amplification" from Frank and Mary Marquardt to Frank and Mary Marquardt November 10, 1989
Liber ABE 476/8	Frank and Mary Marquardt to Frank and Mary Marquardt Dated May 5, 1989
Liber ABE 468/314	Belair Service Co., Inc. to Frank and Mary Marquardt Dated March 9, 1989
Liber ABE 430/717	Frank and Mary Marquardt to Frank and Mary Marquardt Dated February 2, 1988
Liber ABE 442/411	"Memorandum of Forest Conservation and Management Agreement"
Liber ABE 485/525	Belair Service Co., Inc. to Frank and Mary Marquardt Dated July 31, 1989
Liber ABE 487/735	Frank and Mary Marquardt to Frank and Mary Marquardt "Corrective Deed" Dated August 15, 1989

And all other documents recorded in the land records for Calvert County coming to the Court's attention which purport to vest, grant, convey, or otherwise impute any legal or equitable title or interest in any land at or near the

Mackall Farm, the Baker/Ferguson Farm, the Cape Leonard
subdivision, or the tidal waters of St. Leonard's Creek,
Quarter Cove or Veitch's Cove.



Judge Perry Bowen

EXHIBIT A-4

IN THE CIRCUIT COURT FOR CALVERT COUNTY, MARYLAND

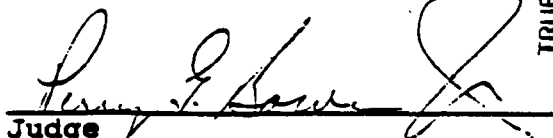
APPEAL OF FRANK R. MARQUARDT
AND MARY A. MARQUARDT FROM
THE OPINION AND FINDINGS OF
THE COMMISSIONER OF LAND
PATENTS UNDER APPLICATIONS
FOR WARRANT NOS. 81 AND 82

Case No. CA90-770

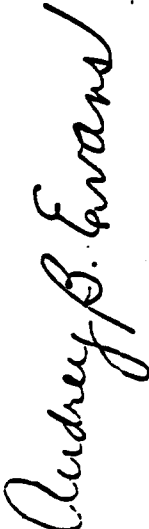
ORDER

Upon consideration of Appellees, Glenn W. and Carol H. Shiplet's Motion for Attorney's Fees, Expert Witness Fees and Costs and the Memorandum filed in support thereof in connection with the Appeal of Frank R. Marquardt and Mary A. Marquardt under Warrant No. 82 in the above-referenced action, and the Affidavits pertaining to the reasonableness of counsel fees proffered by counsel, and after hearing on the issue in open Court on September 5, 1991, it is this 5 day of September, 1991, by this Court hereby;

ORDERED that attorney's fees, expert witness fees, and costs be and are hereby assessed against Frank R. Marquardt and Mary A. Marquardt and in favor of Glenn W. Shiplet and Carol H. Shiplet in the amount of \$ 2,509.50, said assessment to have the full force and effect of a final judgment.


Judge

TRUE COPY TEST:



CIRCUIT COURT

EXHIBIT A-5

IN THE CIRCUIT COURT FOR CALVERT COUNTY, MARYLAND

APPEAL OF FRANK R. MARQUARDT
AND MARY A. MARQUARDT FROM
THE OPINION AND FINDINGS OF
THE COMMISSIONER OF LAND
PATENTS UNDER APPLICATIONS
FOR WARRANT NOS. 81 AND 82

Case No. CA90-770

ORDER

Upon consideration of Appellee, Michael G. Gallagher's Motion for Attorney's Fees, Expert Witness Fees and Costs and the Memorandum filed in support thereof in connection with the Appeal of Frank R. Marquardt and Mary A. Marquardt under Warrant No. 81 in the above-referenced action, and the Affidavits pertaining to the reasonableness of counsel fees proffered by counsel, and after hearing on the issue in open Court on September 5, 1991, it is this 5th day of September, 1991, by this Court hereby;

ORDERED that attorney's fees, expert witness fees, and costs be and are hereby assessed against Frank R. Marquardt and Mary A. Marquardt and in favor of Michael G. Gallagher in the amount of \$32,522.75, said assessment to have the full force and effect of a final judgment.

[Signature]
Judge

TRUE COPY TEST:

[Signature]
Audrey B. Evans

CLERK OF CIRCUIT COURT

EXHIBIT A-6

21 July 1993

THOMAS A. RYMER, Associate Judge
CIRCUIT COURT of CALVERT COUNTY
COURTHOUSE, 175 MAIN STREET
PRINCE FREDERICK, MD. 20678

Ref: Recording of QUITCLAIM DEEDS from Robert L. Herring to Frank R. and Mary A. Marquardt.

- Encl: (1) Pertinent pages of Transcripts of CA 90-770, Marquardt v. Papenfuse.
- (2) Expunged Liber ABE 430/717 of Liber ABE 442/411 "Contract."
- (3) Expunged "Contract" with DNR Forest, Park & Wildlife Service.
- (4) Judge Bowen's Expungement ORDER.
- (5) Expunged "Evidence" for CA 90-086, Creasons v. Marquardts, Liber ABE 468/314.
- (6) CA 90-086 Oral Deposition \$5,000.00 check for Real Estate Rights to Cape Leonard Pathway land.

Dear Judge Rymer:

BACKGROUND

Judge Bowen was DUPED during CA 90-770 Hearings by a shyster lawyer from Upper Marlboro, Maryland, by the name of Thomas A. McManus. He duped Bowen into performing a criminal act of destroying Marquardts' evidence for a Pending Civil Action No. 90-086 of his client, namely the Creasons of Creason v. Marquardts. You might remember this shyster lawyer from the time you, he, your young male law clerk, and my wife and I met in your office on CA 90-086. At that time he said his client was willing to settle for \$50,000 but he didn't know that his client had two mortgages totaling more than the assessed value or the value he had paid for the property. You agreed to delay this case until titles to the adjacent cove was settled in the courts. He was upset thereby and loudly said, "He will go all the way to the Supreme Court on that issue and be forever on that issue."

Title to the cove is now a civil action before the United States Court of Appeals for the 4th Circuit, Docket No. 93-1765, Marquardt v. State of Maryland Officers, as is the illegal expungement of Marquardts' Cape Leonard Platted Land Deeds shyster McManus got Judge Bowen to sign making Judge Bowen a criminal.

EXHIBIT B-1

DUPING OF JUDGE BOWEN

Enclosure (1) pertinent pages tells the story.

On Page 44 of the 9 May 1991 Hearing of Enclosure (1), McManus sets Judge Bowen up for a "later kill" by buttering Judge Bowen's ego by stating, "I don't know if the Court's authority extends that far." Bowen's egregious reply is not entirely correct. Judge Bowen knew that the Real Property Title 3 Recordation Statute does not give the Judicial Department of the State of Maryland authority to interfere with recordings of Land Deeds, Mortgages, Deeds of Trust, etc. Although he has bluffed in court sessions with his verbal statements, he has never violated the Recording Statute by signing an ORDER stating that a person must get his prior approval to file documents into the Land Record Books of Calvert County, Maryland.

On Pages 33 and 34 of the 5 September 1991 Hearing, McManus "kills" Judge Bowen's mind by leading him to believe, (1) That the Assistant Attorney General, Richard Edson Israel, the "Counsel" for Papenfuse, got together with him and Sharon Tucker, Esquire, and approved the ORDER to Expunge Marquardts' Deeds listed therein. THIS IS A LIE. Israel had nothing to do with the ORDER, and (2) That all the deeds listed in the ORDER, "are contained or referenced in the Motion of Injunctive and other Relief." THIS TOO IS A LIE; no deeds were ever entered into the case for Judge Bowen to read, only Liber Numbers were entered and referenced.

On Page 51 Judge Bowen states that he has no authority to expunge Marquardts' Deeds to property where there is no other deed for the same tracts of land by stating, "Well, certainly the Court has no interest in removing from the Land Records any proper instrument which had some bearing on the record title to property."

Page 52 lines 17 through 24 show that Judge Bowen's mind had been thoroughly DUPED by shyster lawyer, Thomas A. McManus, that he did not know he was expunging fourteen (14) "proper deed instruments" and one (1) "Proper Contract Instrument" with DNR Forest, Park and Wildlife Service. See Enclosures (2) and (3) attached.

McManus's prepared illegal ORDER, Exhibit (4), Judge Bowen was duped into signing, expunges Liber ABE 468/314, Exhibit (5), a "Proper Deed Instrument," and also Marquardts' Evidence for CA 90-086, Creasons v. Marquardts. By Judge Bowen expunging this EVIDENCE, DESTROYING THE EVIDENCE, he has performed a criminal act of interfering with justice in the courts of Maryland. This Exhibit (5) "Proper Deed Instrument" was purchased for \$5,000.00 on 9 January 1984 as shown by Exhibit (6) 27 October 1989 Oral Deposition for CA 90-086 of Frank R. Marquardt by hyster lawyer Thomas A. McManus. This deed is for the pathway land between Cape Leonard Section "B" Lots 24 through 28 and the boundary of the Recorded Plat for Section "B".

EFFECT OF "PROPER DEED INSTRUMENT" EXPUNGEMENTS

When Judge Bowen illegally expunged Marquardts' fastland deeds, the lands of these deeds reverted to the Grantor, Robert L. Herring, former president of Belair Service Company, Inc., and not to anyone else, since there are no other deeds to these fastlands than the Robert L. Herring deed for the remaining unsold lands of Cape Leonard, Inc., bought from the President of Cape Leonard, Inc. — it is not State of Maryland.

Robert L. Herring has signed a Quitclaim Deed back to the Marquardts for expunged Libers ABE 468/314, Exhibit (5), and ABE 485/525, access road, combined with Liber ABE 430/717 fastland of Contract with DNR. These Quitclaim Deeds, like all signed deeds, are "Contracts" protected by the United States Constitution Contracts Clause, Article 1 section 10, clause 1 which prevents all States from interference in signed contracts (Grants, Patents, Deeds, etc.). Maryland's Real Property Title 3 Recor-dation Statute requires the Clerk of the Court to record these Quit-claims when all recording fees are paid. The Judicial Department has no authority to interfere with these recordings.

EFFECT OF QUITCLAIM DEED RECORDING

The effect of one of these Quitclaim deeds signed by Herring, is the restoration of Marquardts' EVIDENCE for Civil Action No. 90-086, and reducing the impact on Judge Bowen for performing the criminal act of destroying evidence of a pending lawsuit where he had no authority to expunge deeds (contracts) where there was no controversy between two or more deeds for the land.

The effect of the other Quitclaim deed signed by Herring is to prevent Robert Herring from having to pay the back taxes on the expunged "Proper" Deeds. Jesse Jo Bowen, Treasurer, has sent us a refund check for the back taxes we paid on the expunged deeds which we have agreed with her to not cash until the expungement mess of Judge Bowen's signed ORDER can be straightened out by the United States Court of Appeals for the Fourth Circuit in Richmond, Virginia.

CONCLUSION

You have no Judicial Department Authority to interfere with the recordings of these two Quitclaim Deeds and for you to do so, would make you an accomplice to Judge Bowen's criminal act of destroying evidence. Mary and I are working hard to correct the DUPING of Judge Bowen by shyster lawyer Thomas A. McManus just so that he could make a large sum of money on winning CA No. 90-086 for the Creasons.

Sincerely,


Frank R. Marquardt

Sec. 10—Powers Denied to the States

Cl. 1—Obligation of Contracts

as to private contracts,²² then it is hardly possible to hold that the States' own contracts are covered by the clause, which manifestly does not *create* an obligation for contracts but only protects such obligation as already exists. But, if, on the other hand, the law furnishing the obligation of contracts comprises Natural Law and kindred principles, as well as law which springs from state authority, then, inasmuch as the State itself is presumably bound by such principles, the State's own obligations, so far as harmonious with them, are covered by the clause.

Fletcher v. Peck,²³ has the double claim to fame in that it was the first case in which the Supreme Court held a state enactment to be in conflict with the Constitution, and also the first case to hold that the contracts clause protected public grants. By an act passed on January 7, 1795, the Georgia Legislature directed the sale to four land companies of public lands comprising most of what are now the States of Alabama and Mississippi. As soon became known, the passage of the measure had been secured by open and wholesale bribery. So when a new legislature took over in the winter of 1795-1796, almost its first act was to revoke the sale made the previous year.

Meantime, however, the land companies had disposed of several millions of acres of their holdings to speculators and prospective settlers, and following the rescinding act some of these took counsel with Alexander Hamilton as to their rights. In an opinion which was undoubtedly known to the Court when it decided *Fletcher v. Peck*, Hamilton characterized the repeal as contravening "the first principles of natural justice and social policy," especially so far as it was made, "to the prejudice . . . of third persons . . . innocent of the alleged fraud or corruption; . . . moreover," he added, "the Constitution of the United States, article first, section tenth, declares that no State shall pass a law impairing the obligations of contract. This must be equivalent to saying no State shall pass a law revoking, invalidating, or altering a contract. Every grant from one to another, whether the grantor be a State or an individual, is virtually a contract that the grantee shall hold and enjoy the thing granted against the grantor, and his representatives. It, therefore, appears to me that taking the terms of the Constitution in their large sense, and giving them effect according to the general spirit and policy of the provisions, the revocation of the grant by the act of the legislature of Georgia may justly be considered as contrary to the Constitution of the United States, and, therefore null. And that the courts of the United States, in cases

²² *Ogden v. Saunders*, 12 Wheat. (15 U.S.) 213, 338 (1827).

²³ 6 Cr. (10 U.S.) 87 (1810).

Sec. 10—Powers Denied to the States

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within their jurisdiction, will be likely to pronounce it so."²⁴ In the debate to which the "Yazoo Land Frauds," as they were contemporaneously known, gave rise in Congress, Hamilton's views were quoted frequently.

So far as it invoked the obligation of contracts clause, Marshall's opinion in *Fletcher v. Peck* performed two creative acts. He recognized that an obligatory contract was one still to be performed—in other words, was an executory contract, also that a grant of land was an executed contract—a conveyance. But, he asserted, every grant is attended by "an implied contract" on the part of the grantor not to claim again the thing granted. Thus, grants are brought within the category of contracts having continuing obligation and so within Article I, § 10. But the question still remained of the nature of this obligation. Marshall's answer to this can only be inferred from his statement at the end of his opinion. The State of Georgia, he says, "was restrained" from the passing of the rescinding act "either by general principles which are common to our free institutions, or by particular provisions of the Constitution of the United States."²⁵

The protection thus thrown about land grants was presently extended, in the case of *New Jersey v. Wilson*,¹ to a grant of immunity from taxation which the State of New Jersey had accorded certain Indian lands, and several years after that, in the *Dartmouth College* case,² to the charter privileges of an eleemosynary corporation.

In *City of El Paso v. Simmons*,³ the Court held, over a vigorous dissent by Justice Black, that Texas had not violated this clause when it amended its law governing the sale of public lands so as to restrict the previously unlimited right of a delinquent to reinstate himself upon forfeited land by a single payment of all past interest due.

Corporate Charters: Different Ways of Regarding.—There are three ways in which the charter of a corporation may be regarded. In

²⁴ B. Wright, *The Contract Clause of the Constitution* (Boston: 1938), 22. Professor Wright dates Hamilton's pamphlet, 1796.

²⁵ 6 Cr. (10 U.S.) 87, 139 (1810). Justice Johnson, in his concurring opinion, relied exclusively on general principles. "I do not hesitate to declare, that a State does not possess the power of revoking its own grants. But I do it, on a general principle, on the reason and nature of things; a principle which will impose laws even on the Deity." *Id.*, 143.

¹ 7 Cr. (11 U.S.) 164 (1812). The exemption from taxation which was involved in this case was held in 1886 to have lapsed through the acquiescence for sixty years by the owners of the lands in the imposition of taxes upon these. *Given v. Wright*, 117 U.S. 648 (1886).

² *Dartmouth College v. Woodward*, 4 Wheat. (17 U.S.) 518 (1819).

³ 379 U.S. 497 (1965). See also *Thorpe v. Housing Authority of City of Durham*, 393 U.S. 268, 278-279 (1969).

Marshall, Ch. J. The court below is always competent to award costs in a chancery suit in that court, and, in case of a mandate, may issue execution therefor.

Cited—2 Wood. & M. 419, 422.

87*] *FLETCHER v. PECK.

If the breach of covenant assigned be, that the state had no authority to sell and dispose of the land, it is not a good plea in bar to say that the governor was legally empowered to sell and convey the premises, although the facts stated in the plea as inducement, are sufficient to justify a direct negative of the breach assigned.

It is not necessary that a breach of covenant be assigned in the very words of the covenant. It is sufficient if it show a substantial breach.

The court will not declare a law to be unconstitutional unless the opposition between the constitution and the law be clear and plain.

The legislature of Georgia in 1795, had the power of disposing of the unappropriated lands within its own limits.

In a contest between two individuals, claiming under an act of a legislature, the court cannot inquire into the motives which actuated the members of that legislature. If the legislature might constitutionally pass such an act; if the act be clothed with all the requisite forms of a law, a court, sitting as a court of law, cannot sustain a suit between individuals founded on the allegation that the act is a nullity in consequence of the impure motives which influenced certain members of the legislature which passed the law.

When a law is in its nature a contract, when absolute rights have vested under that contract, a repeal of the law cannot divest those rights.

A party to a contract cannot pronounce its own deed invalid, although that party be a sovereign state.

A grant is a contract executed.

A law, annulling conveyances, is unconstitutional, because it is a law impairing the obligation of contracts, within the meaning of the constitution of the United States.

The proclamation of the King of Great Britain in 1763 did not alter the boundaries of Georgia.

The nature of the Indian title is not such as to be absolutely repugnant to seizure in fee on the part of the state.

NOTE.—Vested rights defined. *Westervelt v. Gregg*, 12 N. Y. 202; *Butler v. Palmer*, 1 Hill. 324. Where right to damages has vested repeal of statute giving them cannot destroy that right that is beyond scope of legislative power. *People v. Supervisors of Westchester Co.* 4 Barb. 64.

Vested rights in property acquired under a statute cannot be destroyed by repeal or modification of statute. *Benson v. Mayor*, etc. 10 Barb. 223; *People v. Platt*, 17 John. 195.

The right to a particular remedy is not a vested right. 11 Week. Dig. 483; *People v. Tweed*, 5 Hun. 382; S. C. 63 N. Y. 202; 11 Hun. 195; *People v. Supervisors of Essex Co.* 70 N. Y. 228; *Commonwealth v. Hampden*, 6 Pick. 501.

Effect of act of Congress on state legislation on same subject, does not repeal, but supersedes the state laws, but does not effect rights vested under them. *Sturgis v. Spofford*, 42 N. Y. 446; *Henderson v. Same*, 59 N. Y. 131.

When an act of legislature is equivalent to a contract executed a subsequent legislature cannot impair the rights thereby created. *Trustees of the Bishop's Fund v. Rider*, 13 Conn. 87; *State of N. J. v. Wilson*, 7 Cranch, 164.

Rights vested in a corporation by the act creating it cannot be destroyed or controlled by subsequent legislation unless power for that purpose is reserved in the incorporating act. *Wales v. Stetson*, 2 Mass. 143, 146; *McLaren v. Pennington*, 1 Paige, 102.

Legislature cannot alter existing contract or its legal effect, nor give it a construction binding on parties or courts. *King v. Dedham B'k*, 15 Mass. 447; *Foster v. Essex B'k*, 16 Mass. 245.

Courts of U. S. cannot pronounce state law void because it interferes with vested rights provided it

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ERROR to the Circuit Court for the District of Massachusetts, in an action of covenant brought by Fletcher against Peck.

The first count of the declaration states that Peck, by his deed of bargain and sale dated the 14th of May, 1803, in consideration of 3,000 dollars, sold and conveyed to Fletcher 15,000 acres of land lying in common and undivided in a tract described as follows: beginning on the river Mississippi, where the latitude 32 deg. 40 min. north of the equator intersects the same, running thence along the same parallel of latitude a due east course to the Tombigby River, thence up the said Tombigby River to where the latitude of 32 deg. 43 min. 52 sec. intersects the same, thence along the same parallel of latitude a due west course to the Mississippi; thence down the said river to the place of beginning; the said described tract containing 500,000 acres, and is the same which was conveyed by Nathaniel Prime to Oliver Phelps, by deed dated the 27th of February, 1796, and of which the said Phelps conveyed four-fifths to Benjamin Hichborn, and the said Peck, by deed dated the 8th of December, 1800; the said tract of 500,000 acres, being part of a tract which James Greenleaf conveyed to the said N. Prime, by deed dated the 23d of September, 1795, and is parcel of that tract which James Gunn, Mathew M'Allister, George Walker, Zachariah Cox, Jacob Walburger, William Longstreet and Wade Hampton, by deed dated 22d of August, 1795, conveyed to the said James Greenleaf; the same being part of that tract which was granted by letters patent under the great seal of the state of Georgia, and the signature of George Matthews, Esq., Governor of that state, dated the 13th of January, 1795, to the said James Gunn and others, under the name of James Gunn, Mathew M'Allister, and George Walker and their [*88 associates, and their heirs and assigns in fee-simple, under the name of the Georgia Company; which patent was issued by virtue of an

does not in its operation impair the obligation of a contract and is not ex post facto. *Satterlee v. Mathewson*, 2 Pet. 380; *Watson v. Mercer*, 8 Pet. 88; *Balt. & Susq. R. R. Co. v. Nesbit*, 10 How. 395; *Bennett v. Boggs*, *Baldw.* 60, 74; *Griffing v. Gibbs* *McAll.* 212, 220.

The act of a state exempting property of a company from taxation upon conditions, when accepted by company, is a contract the state cannot impair, even by a constitutional amendment. *Pacific R. R. Co. v. Maguire*, 20 Wall. 36.

State may alter laws governing remedy on contract so long as an effective remedy is preserved. *Tenn. v. Sneed*, 6 Otto, 69, but where it so lessens or impairs the value of remedy as to lessen and impair the value of contract, law is void. *Edwards v. Kearzey*, 6 Otto, 595.

Vested rights acquired by a creditor under state statute are not affected by repeal of the statute. *Memphis v. U. S.* 7 Otto, 293.

State constitution is a "law" and state cannot by it impair obligation of contracts. *Railroad Co. v. McClure*, 10 Wall. 511.

Clause in a charter prohibiting erection of a "bridge within a distance of two miles" means that legislature will not give any person authority to do so, as well as that no person shall without grant. *The Binghamton Bridge*, 3 Wall. 51.

In New York, by general statute, the charter of every corporation is subject to alteration, suspension and repeal, by the legislature. 1 Rev. Stat. N. Y. 600, § 8.

As to the extent to which such power may be exercised, to alter the charter, without consent of the corporation. See 14 Barb. 559; 21 Barb. 554; 17 Barb. 581; 25 Barb. 457.

Cranch 6.

EXHIBIT B-7

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We, the People of the State of Maryland, grateful to Almighty God for our civil and religious liberty, and taking into our serious consideration the best means of establishing a good Constitution in this State for the sure foundation and more permanent security thereof, declare:

Article 1. Origin of government; right to alter.

That all Government of right originates from the People, is founded in compact only, and instituted solely for the good of the whole; and they have, at all times, the inalienable right to alter, reform or abolish their Form of Government in such manner as they may deem expedient.

Editor's note. — In this printing of the Constitution and its amendments, the capitalization, spelling and punctuation in the original and in the amendatory acts have been preserved. Following misspelled words, however, the correct spelling is inserted in brackets. Evident omissions have been inserted in the same manner. The legislative history since 1867 is shown in parentheses following the respective sections. These references include not only proposed amendments ratified by the voters but also those rejected by the voters. The catchlines or headings in boldface type have been supplied by the editors.

University of Baltimore Law Review. — For article, "State Constitutional Law for Maryland Lawyers: Individual Civil Rights," see 7 U. Balt. L. Rev. 299 (1978).

The Declaration of Rights does not control the Constitution when the latter is clear and unambiguous, but the latter must be

taken as a limitation of the principles declared in the former. *Anderson v. Baker*, 23 Md. 531 (1865).

And it must be interpreted with the Constitution as one instrument. — The Declaration of Rights is not to be construed by itself, according to its liberal meaning; it and the Constitution compose our form of government, and they must be interpreted as one instrument. *Mayor of Baltimore v. State ex rel. Board of Police*, 15 Md. 376 (1860).

Disbarment of attorney for violation of Smith Act. — An order of disbarment of an attorney because he had been found guilty of conspiracy to violate the Smith Act did not violate this article. *Braverman v. Bar Ass'n*, 209 Md. 328, 121 A.2d 473, cert. denied, 352 U.S. 830, 77 S. Ct. 44, 1 L. Ed. 2d 51 (1956).

Article 2. Constitution, laws and treaties of United States to be supreme law of State.

The Constitution of the United States, and the Laws made, or which shall be made, in pursuance thereof, and all Treaties made, or which shall be made, under the authority of the United States, are, and shall be the Supreme Law of the State; and the Judges of this State, and all the People of this State, are, and shall be bound thereby; anything in the Constitution or Law of this State to the contrary notwithstanding.

University of Baltimore Law Review. — For note discussing Maryland's Anti-Residential Picketing Statute, see 7 U. Balt. L. Rev. 107 (1977).

Federal law recognized as supreme. — The Maryland Constitution recognizes federal law as the supreme law of Maryland, and that all persons in Maryland are bound thereby, nothing in the State laws or Constitution notwithstanding. *United States v. Mandel*, 415 F. Supp. 997 (D. Md. 1976), aff'd, 602 F.2d 653

(4th Cir.), rehearing en banc denied, 609 F.2d 1076 (4th Cir. 1979).

Decisions of United States Supreme Court are conclusive on federal questions. — The decisions of the Supreme Court of the United States construing the federal Constitution and acts of the Congress pursuant thereto, are conclusive. *Howell v. State*, 3 Gill 14 (1845); *Wilson v. Turpin*, 5 Gill 56 (1847).

The mandate of this article includes decisions of the Supreme Court of the United States

1 ~~MRS. TUCKER: Your Honor, I can give you an~~
2 ~~approximate figure after conferring with my client who knows~~
3 ~~pretty much to the penny how much he's had to pay us.~~
4 ~~But I think in the interest of precision, and so the Court can~~
5 ~~have a full accounting, I would also like two days. But I can~~
6 ~~advise the Court that our bill is approximately twenty-four~~
7 ~~thousand dollars.~~

8 MR. McManus: Based upon the Court's earlier comment,
9 we are contemplating a joint motion for a request, not only
10 Injunctive Relief, your Honor, but further ask the Court to
11 consider expunging some of the deeds which have been filed in
12 the land records of Calvert County which have given rise to
13 these proceedings. I don't know if the Court's authority
14 extends that far.

15 THE COURT: There isn't any question that the
16 Court's authority extends that far. And not only that but at
17 one time this member of the Court ordered that nothing be
18 brought to the Courthouse was to be filed without the Court's
19 prior approval. We will be happy to have such a mark in the
20 Order again, which would save having to expunge this material
21 which sprouts unendingly into the land records.

22 ~~All right. Perhaps it would be best to say this. We~~
23 ~~will allow you ladies and gentlemen ten days in which to~~
24 ~~prepare and file your claims for fees.~~

25 ~~So that there won't be any further question about this,~~

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EXHIBIT B-9

1 ~~file, and I will supplement it again by asking Madam Clerk to~~
2 ~~mark over there an itimization of that account but an~~
3 ~~Affidavit of previously -- a previous itimization is already~~
4 ~~in the Court jacket. But we're going to ask only for that~~
5 ~~small amount or to reduce the amount to three thousand, nine~~
6 ~~hundred, seventy-seven dollars and sixty-two cents as~~
7 ~~sanctions to be levied against Mr. Marquardt in this matter.~~

8 ~~(Appellants Exhibit Number 4 is marked for~~
9 ~~identification.)~~

10 THE COURT: Does anybody else want to be heard on
11 the expungement issue?

12 MR. McMANUS: Counsel and I have gotten together
13 and worked on an order which Mrs. Tucker has submitted. That
14 contains all the deeds that are contained or referenced in the
15 Motion of Injunctive and other Relief, which Mr. Marquardt has
16 peppered the land records of Calvert County with. And we
17 would join with what was previously said and ask the Court,
18 not only to enjoin Mr. Marquardt from continuing to file such
19 claims and to make such claims, but to use this Court's clear
20 power to direct the Court to expunge those records. The Court
21 can see from the testimony offered today, between the time we
22 were here today and the time we were last before this member
23 of the Court, a continuing controversy and continuing claims
24 and other activities required further litigation. The only
25 way to stop this is to use the Court's powers of expungement

B-10
EXHIBIT B-10

1 and contempt.

2 I think the Court decided when we were here on May 9 that
3 perhaps the only way Mr. Marquardt is ever going to be stopped
4 is by putting him in prison. That may be true, but I think
5 it's time to take a step in that direction by making clear the
6 Court's intention to enjoin him from filing claims which he's
7 done all summer.

8 THE COURT: Does anybody else wish to be heard?

9 ~~MR. ARLOTTA: One matter, your Honor. I have some~~
10 ~~orders with regards to the Attorney's fees, if you want them.~~

11 ~~THE COURT: Yes, sir. That would be very helpful.~~
12 ~~We will received them.~~

13 ~~MR. ARLOTTA: These orders are on behalf of Mr.~~
14 ~~Gallagher, Glen and Carrol Shiflet. In addition, my Affidavit~~
15 ~~of fees and costs were identified. I don't know if they were~~
16 ~~formally introduced in the record.~~

17 ~~THE COURT: Exhibit 1. All right. I will be glad~~
18 ~~to hear you, if you wish to be heard.~~

19 ~~MR. MARQUARDT: Sir, I couldn't hear you. You~~
20 ~~speak so softly.~~

21 ~~THE COURT: I will be glad to hear you if you wish~~
22 ~~to be heard about these Attorney's fees or any other matters~~
23 ~~that have been brought up.~~

24 ~~MR. MARQUARDT: As far as the Attorney fees are~~
25 ~~concerned, they are only supposed to be awarded to a person~~

1 ~~seventy five cents. And for Glen and Carol Shiptet under~~
2 ~~warrant 42, two thousand, five hundred and nine dollars and~~
3 ~~fifty cents.~~

4 ~~THE COURT: All right. Judgment will be entered on~~
5 ~~the written Order signed and filed in each of those cases in~~
6 ~~favor of the Callaghers in the amount of thirty two thousand,~~
7 ~~five hundred and twenty two dollars and seventy five cents.~~
8 ~~And in favor of the Shiptets for twenty five hundred and nine~~
9 ~~dollars and fifty cents.~~

10 Now that brings us to a final matter to be considered.
11 And that is the question of the material which now has been
12 filed in the Land Records, which it is requested that the
13 Court direct to be removed. We hear no opposition to that
14 except the statement by Appellants that anything that is their
15 "chain of title" should be in the Land Records. Well,
16 certainly the Court has no interest in removing from the Land
17 Records any proper instrument which had some bearing on the
18 record title to property.

19 Our attention has been called in this case to a series of
20 instruments which have been created by the Appellants and
21 filed in the Land Records as a result of their claims and
22 pretension to land and riparian rights, which it has been
23 determined they do not have. To leave these documents in the
24 record constitutes a nightmare for persons who are searching
25 the title to the properties adjoining this creek and the state

B-12
EXHIBIT B-12

1 to the extent that it is granting oysters leases or other
2 rights to conduct activities on the land under the tidal
3 waters of the creek. To say that these things are matters in
4 the chain of title is simply another one of the statements
5 which Appellants makes and assumed to be fact and, therefore,
6 unsalable simply because they say so.

7 At one time the Court had given an Order that nothing
8 that Mr. Marquardt brought to the Clerk's Office was to be
9 filed unless it had been previously reviewed by the Court.

10 The reason for this was to keep him from filing, as the Court
11 recalls at that time he was filing voluminous things titled
12 Certified Land titled by landcestors or some such organization
13 which turned out to be just him and his wife. And they were
14 creating a problem both to the clerk who was recording them
15 and to the title searchers who were trying to search
16 legitimate land titles in the area.

17 We are satisfied that the list of matters which are
18 represented to the Court should be expunged, are in fact not
19 legitimate documents relating to the title of any property in
20 this area but are in fact self serving documents created by
21 these parties without any justification and are not
22 appropriate to be permitted to remain in the Land Records.
23 And, therefore, we grant the request and direct the Court to
24 expunge those listed in the written order.

25 In addition to that, it seems to me that this matter

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EXHIBIT B-13

TITLE NOT EXAMINED

ABE LIBER 256 PAGE 373

NO CONSIDERATION

This Deed, MADE THIS 13th day of DECEMBER

in the year one thousand nine hundred and seventy-nine, - - - - by and between
Belair Service Company, Inc., a body corporate, - - - -

of Calvert County, Maryland, - - - - of the first part, and
Frank R. Marquardt and Mary A. Marquardt, his wife, - - - -

of the second part.

NO DOLLARS

WITNESSETH, That in consideration of the sum of ~~One (\$10.00) Dollars~~ and other
good and valuable considerations, receipt of which is hereby acknowl-
edged,

the said Belair Service Company, Inc., a body corporate,

does grant and convey to the said Frank R. Marquardt and Mary A. Marquardt, his
wife, as tenants by the entireties, the survivor of them, his or her

personal representatives ~~James S. Scarborough~~, in fee simple, all that piece,

parcel or lot of ground situate in the First Election District of Calvert
County, State of Maryland, - - - - and described as follows, that is to say:

BEING all that land, flooded plain land, wetland, and marsh in the
subdivision known as Cape Leonard, as per plats thereof recorded as Liber
A.A.H. 1, folio 76, and Liber A.A.H. 1, folio 78, in one of the Plat
Books of Calvert County, Maryland, embraced within the boundary lines
formed by a stone set at the southwest corner of Lot number Thirty-Four
(34) Section "B" and running across Victory Park from said beginning
point, so fixed, South 8° 45' 58" West to an intersection with the
Northerly boundary of Jos. W. Talbott's Survey Boundary Data recorded as
Exhibits A, C, D, & E, in Circuit Court for Calvert County Equity Case
No. 60, then following Jos. W. Talbott's recorded stations, bearings and
distances (the meanderings of Quarter Cove) in a South Easterly direction
to the intersection of a line projected N 17° 00' 00" W to the southeast
corner of Lot numbered Thirty-One (31) Section "B" as shown on the
aforesaid plat Liber A.A.H. 1, folio 76, then following along this

EXHIBIT C-1

ABE LIBER 256 PAGE 374

N 17° 00' 00" W line to the southeast corner of Lot numbered Thirty-One (31) Section "B", then following along the southerly boundaries of Lots numbered Thirty-One (31), Thirty-Two (32), Thirty-Three (33), and Thirty-Four (34) in Section "B", as per plat thereof, to the said beginning point (southwest corner of Lot numbered Thirty-Four (34)).

SAVING AND EXCEPTING those portions of the above land, flood plain land, wetland, and marsh previously conveyed by Belair Service Company, Inc. (the grantor), by deeds to Frank R. Marquardt and Mary A. Marquardt, his wife, recorded in Libers J.L.B. 223, folio 519, dated 20 December 1977, and J.L.B. 206, folio 647, dated 31 January 1977, among the Land Records aforesaid.

IT BEING the intention of the grantor herein by this conveyance to convey to the parties of the second part all littoral, riparian, shore rights, accretions, accessions, alluvium, and wetland rights contained within the aforesaid boundaries.

BEING part of the property obtained by the grantor by deed from Cape Leonard, Inc., dated July 11, 1973, and recorded in Liber J.L.B. 159, folio 265, among the Land Records of Calvert County, Maryland.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described rights & lots of ground and premises to the said Frank R. Marquardt and Mary A. Marquardt, his wife, as tenants by the entireties, the survivor of them, his or her personal representatives and assigns, in fee simple, subject, however, to any legalized conditions and restrictions of record.

The Secretary of the within grantor corporation hereby certifies that this deed is executed in accordance with a resolution of the Board of Directors.

Barbara J. Herring
Barbara J. Herring, Secretary

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

WITNESS the hand and ^{corporate} seal of said grantor by its President, attested by its Secretary.
AT Test:

Barbara J. Herring
Barbara J. Herring, Secretary

BE LAIR SERVICE COMPANY, INC.
By: *Robert L. Herring*
Robert L. Herring, President

I HEREBY CERTIFY, That the within conveyance is not part of a transaction in which there is a sale of all, or substantially all, of the property and assets of Belair Service Company Inc.

Robert L. Herring
Robert L. Herring, President

STATE OF MARYLAND, County of ~~ANNES~~ ^{ANN} ARUNDEL, to wit:
I HEREBY CERTIFY, That on this 13 day of December, in the year one thousand nine hundred and Seventy nine, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared

ROBERT L. HERRING, & Barbara J. Herring, Pres. & Sec. respectively of Belair Service Co., Inc. known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Patsy R. Klau
Patsy R. Klau
Notary Public

My Commission expires:
June 1, 1982

RECEIVED

THIS IS TO CERTIFY THAT THE TAXES ON PROPERTY DESCRIBED WITHIN HAVE BEEN PAID TO AND INCLUDING IS JESSIE JO BOWEN TREASURER

THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED WITHIN HAS BEEN TRANSFERRED ON THE ASSESSMENT RECORDS OF CALVERT COUNTY.

Dudley R. McCreedy
DUDLEY R. MCCREEDY
SUPERVISOR

CERTIFICATION

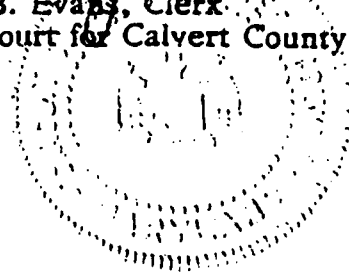
STATE OF MARYLAND, CALVERT COUNTY, TO WIT:

I HEREBY CERTIFY, That the above and foregoing is a true and correct copy of
a Deed recorded in Liber A.B.E. 256, Folio 373 as Frank R.
and Mary A. Marquardt, his wife, of the second part

as taken from the Records of the Circuit Court for Calvert County, Maryland.

IN TESTIMONY WHEREOF, I hereunto
set my hand and affix the seal of the Circuit
Court for Calvert County, Maryland, this
27th day of January,
19 89.

Audrey B. Evans, CLERK
Audrey B. Evans, Clerk
Circuit Court for Calvert County



DEED - FEE SIMPLE INDIVIDUAL GRANTOR - LONG FORM

This Deed, MADE THIS 16 TH. day of MARCH

RECD FEE 13.50
DEED 2960001
#43708 COOI R01 T09:0-
by and between 03/17/83

In the year one thousand nine hundred and eighty-three
Belair Service Company, Inc., a body corporate,
of Calvert County, Maryland,
Frank R. Marquardt and Mary A. Marquardt, his wife,
of the second part.

WITNESSETH, That in consideration of the sum of Zero Dollars and other good and
valuable considerations, the receipt of which is hereby acknowledged,
the said Belair Service Company, Inc., a body corporate, of the State of
Maryland, party of the first part

does grant and convey to the said parties of the second part, as tenants by the
entireties, unto the survivor of them, his or her personal representatives,
all of its right, title and interest unto the herein after described
property,
in fee simple, all that piece,
parcel or lot of ground situate in the First Election District of
Calvert County, State of Maryland,
and described as follows, that is to say:

BEING all that land, wetland, and marsh, ((1)) northeast of a
boundary formed by Stations 33 through 56 of Exhibit "A" of the CALVERT
COUNTY, MARYLAND, CIRCUIT COURT CHANCERY RECORD BOOK Liber S.S. No. 2
Pages 433 through 455 (Exhibit "A" survey plot shows these Stations to
be a southwest boundary of James F. King's land, and cove which James F.
King and others certified to be a full and accurate description of the
said real estate boundary thus modifying James F. King's Indenture Deed
Liber J.S. No. 3 Page 446, among the Land Records of Calvert County,
Maryland-) and ((2)) southwest of a boundary formed by Cape Leonard
Record Plate AAH-1-78 (Section "C") and AAH-1-76 (Section "B") among the
Land Records of Calvert County, Maryland.

SAVE AND EXCEPT only that land, flood plain land, wetland, and
marsh already deeded to Frank R. Marquardt and Mary A. Marquardt, his
wife, by Liber A.B.E. 283, Page 344; Liber A.B.E. 256, Page 373; Liber
A.B.E. 226, Page 547; Liber J.L.B. 223, Page 519; and, Liber J.L.B. 206,
Page 647, and any other parcels previously conveyed to any other parties.

BEING part of the property obtained by the grantor by deed from
Cape Leonard, Inc., dated July 11, 1973, and recorded in Liber J.L.B.
159, Page 265, among the Land Records of Calvert County, Maryland.

THIS IS TO CERTIFY THAT THE PROPERTY
DESCRIBED WITHIN HAS BEEN TRANSFERRED
ON THE ASSESSMENT RECORDS OF CALVERT
COUNTY, AND THE DESCRIPTION DOES
DOES NOT AGREE WITH THE CURRENT
ASSESSMENT ROLLS

DUDLEY R. McCREADY
Supervisor

Agricultural Transfer Tax in the
Amount of \$ N/A
Signature [Handwritten Signature]

EXHIBIT C-5

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To HAVE AND To HOLD the said described rights & plot of ground and premises to the said Frank R. Marquardt and Mary A. Marquardt, his wife, as tenants by the entireties, the survivor of them, his or her personal representatives and assigns, in fee simple, subject, however, to any legalized conditions and restrictions of record.

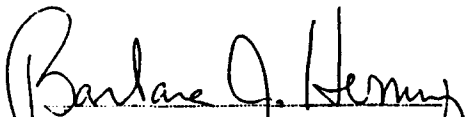
The Secretary of the within grantor corporation hereby certifies that this deed is executed in accordance with a resolution of the Board of Directors.


Barbara J. Herring, Secretary


~~XXXXX~~
~~XXXXX~~
~~XXXXX~~
~~XXXXX~~
~~XXXXX~~
~~XXXXX~~
~~XXXXX~~

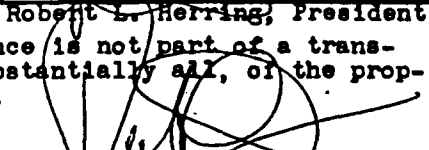
WITNESS the hand and/seal of said grantor by its President, attested by its Secretary.

AT Test:


Barbara J. Herring, Secretary

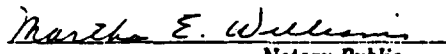
BELAIR SERVICE COMPANY, INC.

By: 
Robert L. Herring, President


Robert L. Herring, President

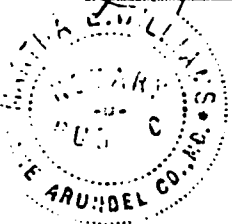
I HEREBY CERTIFY, That the within conveyance is not part of a transaction in which there is a sale of all, or substantially all, of the property and assets of Belair Service Company Inc.


STATE OF MARYLAND, County of Anne Arundel to wit:
 I HEREBY CERTIFY, That on this 16 day of March 1983,
 in the year one thousand nine hundred and eighty-three, before me,
 the subscriber, a Notary Public of the State aforesaid, personally appeared Robert L. Herring and Barbara J. Herring, President and Secretary, respectively, of Belair Service Company Inc.
 known to me (~~or satisfied by me~~) to be the person s whose names is/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission expires:

July 1, 1986



THIS IS TO CERTIFY THAT THE TAXES ON PROPERTY DESCRIBED WITHIN HAVE BEEN PAID TO AND INCLUDING 15/1/83
 JESSIE JO BOWEN
 TREASURER


CERTIFICATION

STATE OF MARYLAND, CALVERT COUNTY, TO WIT:

I HEREBY CERTIFY, That the above and foregoing is a true and correct copy of
a Deed recorded in Liber A.B.E. 296, Folio 01, as Frank R.
and Mary A. Marquardt, his wife, of the second part

as taken from the Records of the Circuit Court for Calvert County, Maryland.

IN TESTIMONY WHEREOF, I hereunto
set my hand and affix the seal of the Circuit
Court for Calvert County, Maryland, this
27th day of January,
19 89.

Audrey B. Evans, CLERK
Audrey B. Evans, Clerk
Circuit Court for Calvert County

EXHIBIT C-7

GOLSON'S COVE PLAT

LIBERO 430 FOLIO 72B

True North Meridian

Aug. 1946 Declination
10°-13'-34"

ST. LEONARD CREEK
Wetland Boundary

Cape Leonard
Section "B" Plat
"Shore Line Boundary"

COVE
Mean High Tide
Boundary

Scale: 1" = 200'

Equity Case No.60
"Bank of Cove Boundary"
Liber J.S.- 3, Page 446
"Meanderings of Quarter Cove"
"Adverse Possession Claim-of-Title"
Liber A.W.R.- 6, Page 173
Tract 1. Boundary
See: Equity Case No.E-84-061 and
Court of Special Appeals of Md.
September Term, 1987 No.220

LIBER 296 PAGE 001

LIBER 256 PAGE 373

Lot 1/2 Stake

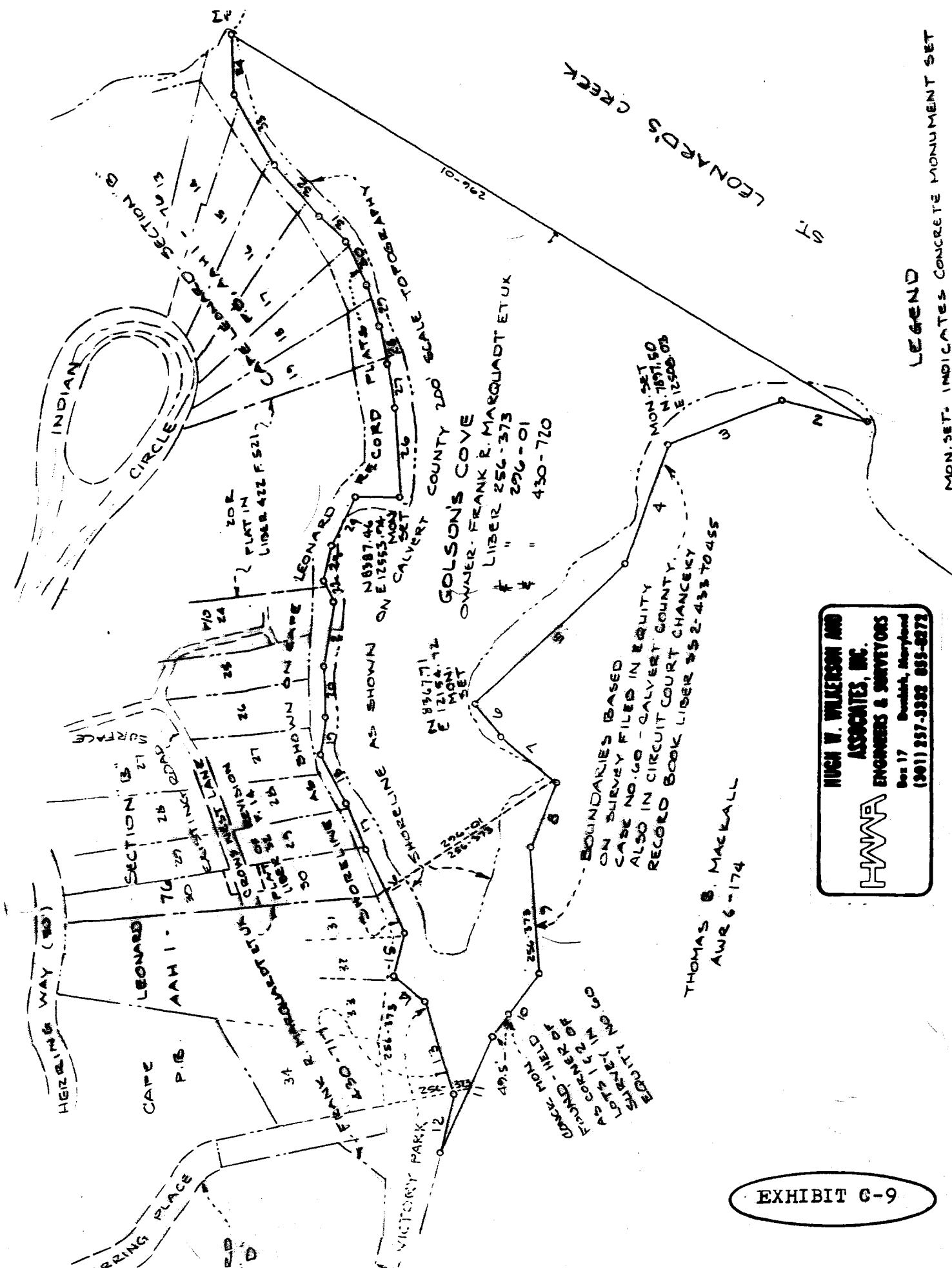
Surveys by:

1. Joseph W. Talbott - 6 July 1886
Elected Calvert County Surveyor.
2. K & S SURVEYS - W. C. Folsom, Aug. 1946
Cert. Prof. Engr. & Land Surveyor.
3. GREENHORNE & O'MARA, INC.
Using stereo-photogrammetric methods
from aerial photography flown during
April 1977. This Topographic Map sheet
provides a 6°-21' Declination difference
between 1. & 2. surveys above.

(Concrete Marker)

Historical Marked Oak

EXHIBIT C-8



LEGEND
 MON. SET. INDICATES CONCRETE MONUMENT SET

HWA
HUGH W. WILKESON AND ASSOCIATES, INC.
ENGINEERS & SURVEYORS
 Box 17 Poolesville, Maryland
 (301) 257-3322 888-8272

BOUNDARIES BASED ON SURVEY FILED IN EQUITY CASE NO. 60 - CALVERT COUNTY, RECORD BOOK LIBER 352-433 TO 455

THOMAS S. MACKALL
 AWR 6-174

EXHIBIT C-9

TABULATION OF ADDITIONAL ADJACENT OWNERS NOT SHOWN ON PLAT ABOVE

DISTRICT COURT OF MARYLAND FOR Calvert County

Case No.: 60665904

STATE OF MARYLAND VS MARQUARDT, FRANK R.

CHAIN-OF-TITLE TO GOLSON'S COVE

The initial Chain-Of-Title to Golson's Cove starts as part of a 17 July 1651 Certificate of Survey for land granted to Peter Johnson. This Original Certificate of Survey states:

"To the Honorable the Lieutenant Generall"

"Laid out for Peter Johnson, Planter, a parcel of land lying on the North Side of Patuxent River near a Creek called St. Leonard's Creek, Beginning at a Marked Oak in the Woods near a Hollow called Johnson's Hollow, Bounding on the North with the Hollow and a line drawn East into the said Creek from the said Hollow, on the East with the said Creek, on the South with the said Creek, on the West with the Land of William Stone, Esquire. Containing and now laid out for Two hundred and Sixty Acres more or less."

"Robert Clark, Surveyor"

(Land Office Liber AB&H, folio 145 - Certificate of Survey)

(Land Office Rent Roll Liber O, folio 81, "The Ordinary" 260 a.)

"The Ordinary" by dry land area was actually 352 acres; not 260 acres, and was then subdivided into four separate tracts. One tract for 100 acres was named "Golson" and included "Golson's Cove" as part of the 5 August 1651 Certificate of Survey for land granted to Daniel Golson. This Certificate of Survey states:

"To the Honorable the Lieutenant Generall"

"Laid out for Daniel Golson of this province, Planter, a parcel of land lying on the North Side of Patuxent River near a Creek called St. Leonard's Creek and on the West side of the said Creek, Bounding on the East with the said Creek, on the North with the said Creek and a Cove called Golson's Cove, on the West with a line drawn South South East from a Marked Oak standing by a Hollow near the head of the said Cove unto the land of Joan Griffin, Widow, on the South with the said widow's land. Containing and now laid out for One Hundred acres more or less."

"Robert Clark, Surveyor"

(Land Office Liber AB&H, folio 145 - Certificate of Survey)

(Land Office Rent Roll Liber O, folio 81, "Golson" 100 a.)

By Certificate of Survey, Land Office Liber AB&H, folio 302 dated 28 July 1652, 100 acres called "Kingston" was granted to John King. By Certificate of Survey, Land Office Liber AB&H, folio 362 dated 6 October 1653, 25 acres was added to "Golson."

THUS, the regranteeing of "The Ordinary," EXHIBIT 1, was completed as shown on EXHIBIT 2.

The two quoted Certificates of Survey above, were the start of the initial CHAIN-OF-TITLE TO GOLSON'S COVE.

EXHIBIT D-1

LAND OFFICE (Patent Record) AB&H

PAGE 302 - 28 JULY 1652 To the Honorable the Lieut. General

Laid out for John King of Patuxent River, planter, a parcell of Land lying on the North side of St. Leonard's Creek, begining at a Marked Oak near the head of a Branch called Golson's Branch and runing North Cross the Neck unto a Cove called King's Cove. Bounded on the West with the said Northern Line, On the North with the said Cove, On the East with St. Leonard's Creek, On the South with Golson's Branch Containing and now laid out for One hundred & Fifty acres more or less.

Robert Clark Surveyor

PAGE 362 - 6 OCTOBER 1653 To the Honorable the Lieut. Generall

Laid out for Daniel Golson of Patuxent River, planter, a parcel of Land next adjoining to his Land lying on the West side of St. Leonard's Creek. begining at a marked Oak near a Branch adjoining to his former Marked Tree and runing West and by South up the Branch and Swamp for the length of One hundred perches to a Marked Beech. Bounding on the West with a line drawn South South West from the said Beech for the length of Ninety and Five perches and with a line drawn South East from the End of the South South line for the length of Two Hundred and Fifteen perches. On the North with the said Branch and Swamp. On the East and South with his former Land, Containing and now laid out for One Hundred Twenty and Five acres more or less. -----

Patented Anno. 1659

Robert Clark Surveyor

EXHIBIT D-1A

LAND TITLES OF CAPE LEONARD, INC., CALVERT COUNTY MARYLAND

BOOK 312 PAGE 668 INITIAL WARRANTS and GRANTS

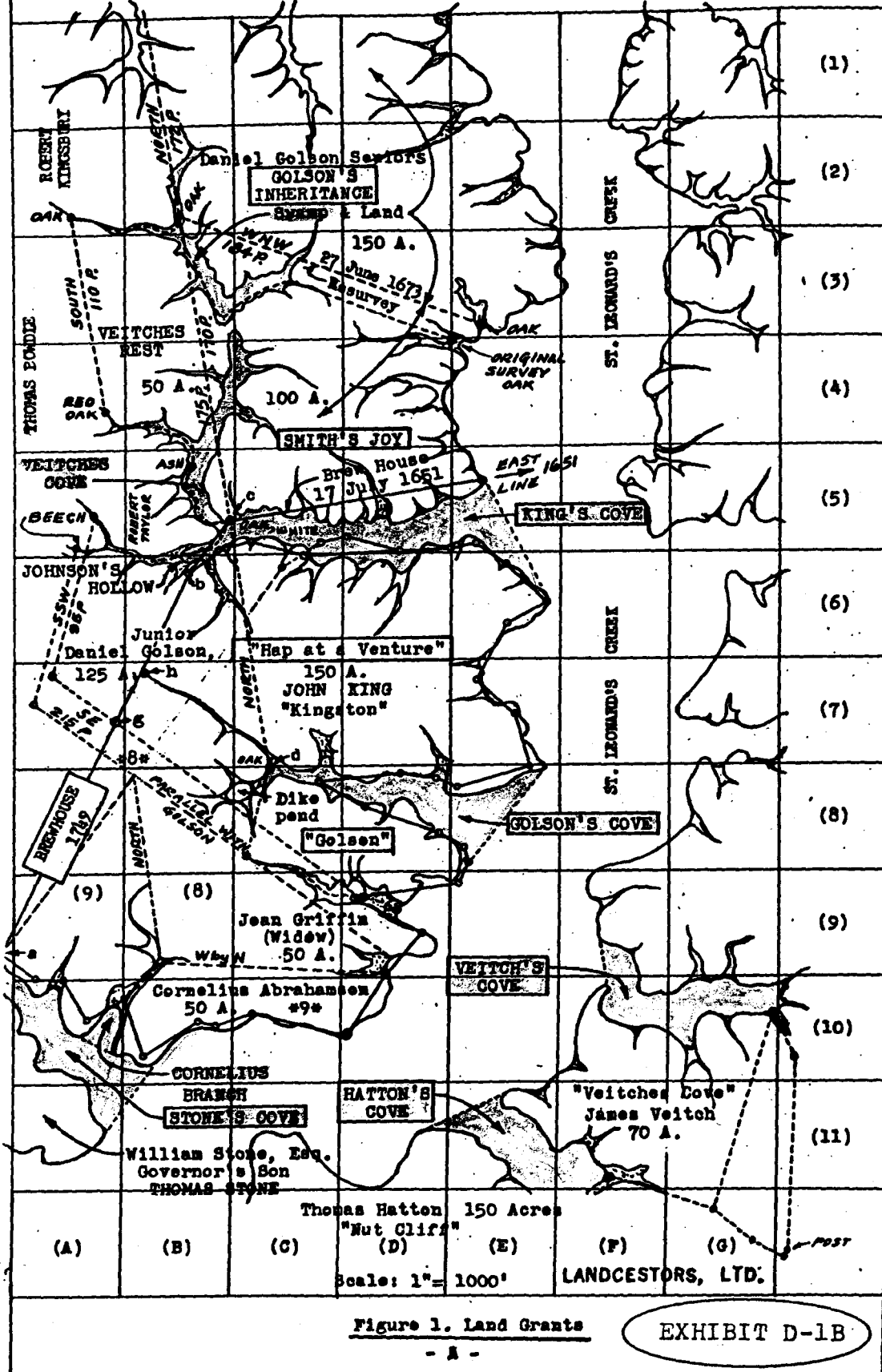
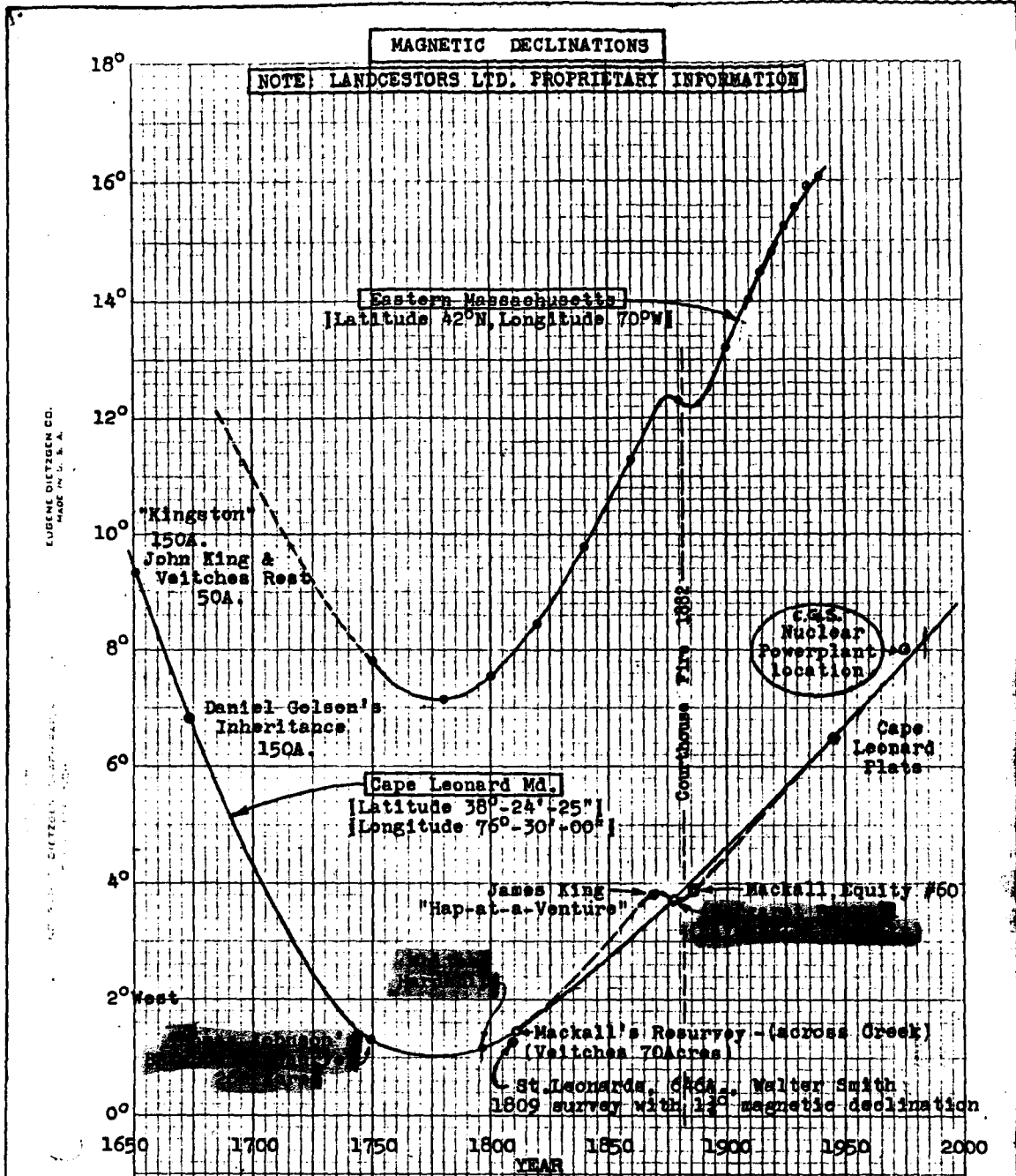


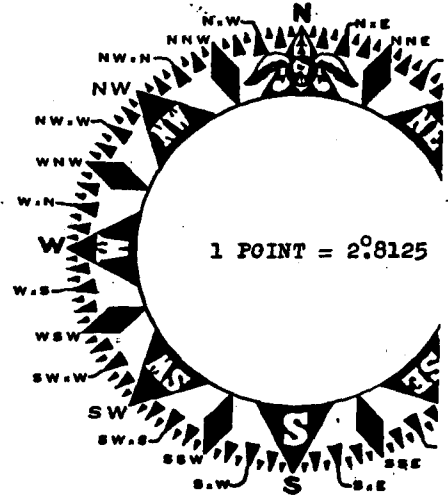
EXHIBIT D-1B



LUBCINI DIETZEN CO.
MADE IN U. S. A.

NOT FOR SALE - OUTSIDE THE U.S.A.

Table for Turning Compass Points into Degrees, and the Contrary
MERCHANT MARINE PRACTICE



NORTH	EAST	SOUTH	WEST
N	E	S	W
N. 1 P. E.	N. 1 P. S.	N. 1 P. W.	N. 1 P. N.
N. 2 P. E.	N. 2 P. S.	N. 2 P. W.	N. 2 P. N.
N. 3 P. E.	N. 3 P. S.	N. 3 P. W.	N. 3 P. N.
N. 4 P. E.	N. 4 P. S.	N. 4 P. W.	N. 4 P. N.
N. 5 P. E.	N. 5 P. S.	N. 5 P. W.	N. 5 P. N.
N. 6 P. E.	N. 6 P. S.	N. 6 P. W.	N. 6 P. N.
N. 7 P. E.	N. 7 P. S.	N. 7 P. W.	N. 7 P. N.
N. 8 P. E.	N. 8 P. S.	N. 8 P. W.	N. 8 P. N.
N. 9 P. E.	N. 9 P. S.	N. 9 P. W.	N. 9 P. N.
N. 10 P. E.	N. 10 P. S.	N. 10 P. W.	N. 10 P. N.
N. 11 P. E.	N. 11 P. S.	N. 11 P. W.	N. 11 P. N.
N. 12 P. E.	N. 12 P. S.	N. 12 P. W.	N. 12 P. N.
N. 13 P. E.	N. 13 P. S.	N. 13 P. W.	N. 13 P. N.
N. 14 P. E.	N. 14 P. S.	N. 14 P. W.	N. 14 P. N.
N. 15 P. E.	N. 15 P. S.	N. 15 P. W.	N. 15 P. N.
N. 16 P. E.	N. 16 P. S.	N. 16 P. W.	N. 16 P. N.
N. 17 P. E.	N. 17 P. S.	N. 17 P. W.	N. 17 P. N.
N. 18 P. E.	N. 18 P. S.	N. 18 P. W.	N. 18 P. N.
N. 19 P. E.	N. 19 P. S.	N. 19 P. W.	N. 19 P. N.
N. 20 P. E.	N. 20 P. S.	N. 20 P. W.	N. 20 P. N.
N. 21 P. E.	N. 21 P. S.	N. 21 P. W.	N. 21 P. N.
N. 22 P. E.	N. 22 P. S.	N. 22 P. W.	N. 22 P. N.
N. 23 P. E.	N. 23 P. S.	N. 23 P. W.	N. 23 P. N.
N. 24 P. E.	N. 24 P. S.	N. 24 P. W.	N. 24 P. N.
N. 25 P. E.	N. 25 P. S.	N. 25 P. W.	N. 25 P. N.
N. 26 P. E.	N. 26 P. S.	N. 26 P. W.	N. 26 P. N.
N. 27 P. E.	N. 27 P. S.	N. 27 P. W.	N. 27 P. N.
N. 28 P. E.	N. 28 P. S.	N. 28 P. W.	N. 28 P. N.
N. 29 P. E.	N. 29 P. S.	N. 29 P. W.	N. 29 P. N.
N. 30 P. E.	N. 30 P. S.	N. 30 P. W.	N. 30 P. N.
N. 31 P. E.	N. 31 P. S.	N. 31 P. W.	N. 31 P. N.
N. 32 P. E.	N. 32 P. S.	N. 32 P. W.	N. 32 P. N.

EXHIBIT D-1C

Capt. Peter Johnson died and his wife, Anne Griffin Johnson, remarried to William Dorrington on 27 May 1656. On the eve of her marriage she made a post nuptial deed of gift within a will form to her eldest son, Peter Johnson, for "The Ordinary" and to her youngest son, James Johnson, for "The Island Neck." By this will, William Dorrington was given the "personalty in trust" for all four minor children (Peter, James, Cornelia and Mary), until their majority, and also was willed a right to remain on "The Ordinary" plantation until he remarries.

(The Maryland Calendar of Wills by Baldwin, Vol.I 1635 to 1685)

"The Ordinary" containing "Golson's Cove" was Patented to Peter Johnson, Jr., on 26 April 1658 (EXHIBIT 3 and EXHIBIT 4) and he died in April of 1660 (EXHIBIT 7). His brother James Johnson was heir thereto and he died "without any lawful heir in the month of February 1663 (EXHIBIT 7).

By Provincial Maryland Common Land Patent Law, "The Ordinary" containing "Golson's Cove" would have escheat except for the fact that Anne Griffin Johnson had willed William Dorrington a right to remain on the plantation which complicated Regranting by the Land Office to anyone except William Dorrington.

On 18 March 1669, a Warrant to Resurvey "The Ordinary" containing "Golson's Cove" was issued. The Certificate of Resurvey dated 3 April 1669, VERIFIED by stating a 287 perch Easterly St. Leonard's Creek Boundary, that "Golson's Cove" was part of the Patent for "The Ordinary" that was granted to William Dorrington on 1 May 1669 (EXHIBIT 5).

COVE INCLUSION VERIFICATION

EXHIBITS 1, 2, 3 & 4 enclose "Golson's Cove" within the Boundaries of "The Ordinary" by stating the Easterly Boundary as follows:

"on the East with the said Creek" (St. Leonard's Creek)

EXHIBIT 5 encloses "Golson's Cove" within the Boundaries of "The Ordinary" by stating the Easterly Boundary as follows:

"bounded by St. Leonard's Creek and running as the said creek runneth for the length of 287 perches"

EXHIBIT 6 shows the Boundaries for the 400 acre "Rockhold" Tract as superimposed on the present day road map therefor (EXHIBIT 6A is the boat marina cove area). The Easterly Boundary enclosing the Tract with its "Flag Harbor Cove" is stated as follows:

27 October 1651 Original Certificate of Survey

"running South down the Bay for a length of 200 perches"

29 April 1672 Certificate of Resurvey and 1 June 1672 Patent

"bounded on the East and running South by the Bay side for 200 perches"

EXHIBIT 6B shows that the submerged land included by the "Rockhold" Patent has always been privately owned and continues to be sold by pri-

vate individuals with no challenges from the State of Maryland.

There is no difference between Patent inclusion of "Flag Harbor Cove" and Patent inclusion of "Golson's Cove." They both state an "extrinsic" as well as a "metes and bounds" INCLUSION of the Coves.

ENDING OF INITIAL CHAIN-OF-TITLE

By means of this 1 May 1669 Patent, William Dorrington held "The Ordinary" Tract of land only in the ESCHEAT RIGHT of the Lord & Proprietary of the Province of Maryland, for six (6) years, until he evidently remarried. "The Ordinary" was then sold to Roger Baker for 6,000 pounds of tobacco and a new Chain-Of-Title to "Golson's Cove" was initiated by the issue of a Patent to him on 25 October 1675, without issuing a Warrant of Resurvey, but based solely upon the 24 year old Original Certificate of Survey Boundaries of 17 July 1651 (EXHIBIT 7).

This initial Chain-Of-Title to "Golson's Cove" ended with William Dorrington leaving "The Ordinary" when he purchased the other 800 acre escheat land of James Johnson called, "The Island Neck." (now Broome Island). To start the New Chain-Of-Title, "The Ordinary" was changed to, "The Brewhouse."

NEW CHAIN-OF-TITLE TO GOLSON'S COVE

As previously shown, ESCHEAT ends the Chain-Of-Title for a Patent. Thus, it is desirable that a person claiming "Successor-in-Interest" to "Golson's Cove," show that "The Brewhouse" Patent to Roger Baker had no escheat, especially after 1862 when the State of Maryland could no longer Grant submerged tidal lands.

On the other hand, the State of Maryland must prove ESCHEAT of "The Brewhouse" Patent before the State of Maryland can legally claim ownership of "Golson's Cove." The State of Maryland Commissioner of Land Patents has no "confiscation" powers, via issue of a Warrant of Resurvey and then Ordering Denial of the Warrant, when a person requests a "Quitclaim" Patent from the State and no Maryland Lands are to be added to his title. Applicable Maryland Patent Common Law is as follows: (Maryland Reports) BLAND 1, Cunningham v. Browning, 280 states the following:

After any land had been once legally granted, it could, in no case, be fully and particularly revested in the Lord and Proprietary, so as again to become the subject of a new patent to an individual other than where the land had been owned by a person, "convicted of a crime."

2 MD. CH., Chapman v. Hoskins, 433 states the following:

A person is not to "be considered as having surrendered his previous title by taking out a warrant" especially where it is "ascertained that the land he proposed to take up, is not vacant, but is included within the lines of land to which his title is undisputed."

4 MD. CH., Smith v. Baker, 13 states the following:

"It is unquestionably a general and well established rule of the land office, that no patent shall be issued for any land for which a patent had been previously granted, so long as such patent remains in force;"

"The principle is understood to be this, that the State having once granted the land, will not grant it a second time, unless the title has reverted to her by escheat."

1 H. & McH., Tyler's Lessee v. Carroll, 51 states the following:

Acceptance of a lesser grant of land from the Maryland Land Office by a son claiming the same land by descent, "is not a surrender of the previous grant to his father" that contained a larger amount of land.

<u>TIME PERIOD</u>	<u>GOLSON'S COVE OWNERS</u>
25 OCT 1675	ROGER BAKER by Patent purchase.
- - 1688	MARY BAKER by inheritance. Father died in England.
- - 1690	THOMAS JOHNSON by marriage to Mary Baker.
23 FEB 1714	THOMAS JOHNSON, JR. by inheritance. Capt. Richard Smith Willed Mortgage to him.
12 APR 1777	DORCAS JENNINGS JOHNSON by inheritance. Youngest daughter of Governor Thomas Johnson and Ann Jennings, and a granddaughter of Thomas Johnson and Dorcas Sedwick.
- - 1782	JOSHUA SEDWICK by marriage to Dorcas J. Johnson.
- - 1790	WALTER SMITH by purchase from Joshua and Dorcas J. Sedwick.
29 AUG 1805	ALEXANDER DAWKINS by giving I.O.U. Notes to Heirs of Capt. Walter Smith (<u>EXHIBITS 8 and 9 attached</u>).
- - 1809	ALEXANDER DAWKINS, JR. by inheritance.
15 MAY 1826	ANN DAWKINS by husbands Will dated 12 October 1825 probate of 13 June 1826 (<u>EXHIBIT 10 attached</u>).
19 AUG 1839	BENJAMIN STANFORTH by purchase from Ann Dawkins, executrix of husband's Estate. Wm. Hance, Calvert County Court Clerk, made and signed affidavit that Notes to Capt. Walter Smith's heirs were true copies.
07 APR 1859	CHARLOTTE M. STANFORTH by widow's dower of 1/3 and BENJAMIN W. STANFORTH by father's Will.
01 AUG 1865	Benjamin W. Stanforth aged 6 years died and a Stanforth/Day family heirs Equity Case was initiated.
16 MAY 1866	Equity Case Decreed Widow's Dower and sale to pay Capt. Walter Smith's heirs remainder of I.O.U. Notes.
	<u>CALVERT COUNTY LAND RECORD DEEDS</u>
13 MAR 1869	JAMES F. KING purchased from Equity Case appointed trustee Henry Williams (Liber JS 3/446).

EXHIBIT D-4

04 FEB 1897 ANTOINETTE G. BELT by mortgage default auction bid.
(Liber TBT 4/417)

20 NOV 1924 DORSEY F. ASBURY (Liber AAH 11/360)

04 JUN 1930 LEMUEL BOLLES (Liber AAH 24/329)

08 JAN 1933 LEONA H. BOLLES (Liber AAH 32/152)

14 JUN 1946 SECKINGERS and ACKERMANS (Liber AWR 6/592)

08 Nov 1946 CAPE LEONARD, INC. (Liber AWR 8/556)

11 JUL 1973 BELAIR SERVICE COMPANY, INC. (Liber ABE 159/265)

(13 DEC 1979) (FRANK R. & MARY A. MARQUARDT (Liber ABE 256/373))
(16 MAR 1983) (FRANK R. & MARY A. MARQUARDT (Liber ABE 296/001))

19 FEB 1988 FRANK R. & MARY A. MARQUARDT (Liber ABE 430/720)

06 MAR 1989 NOTICE OF ISSUE OF WARRANT to survey Golson's Cove
WARRANT No. 81 issued to FRANK & MARY MARQUARDT

Applicable Maryland Warrant/Patent Title Common Law is as follows:

MARYLAND REPORTS, BLAND 1, Cunningham v. Browning, 280, Page 305 states:

"It is a well settled general rule, that under a special warrant the title to the land commences from the date of the warrant itself; because the description of its location (here, location means metes and bounds,--not place), embodied in the warrant, has distinguished it from every other tract. The warrant is, therefore, in itself equivalent to a designation by an actual survey. So too the title commences with the date of a warrant of resurvey."

MARYLAND REPORTS, BLAND 1, Cunningham v. Browning, 280, Page 304 states:

"A sufficient description of the land intended to be secured gives an incipient title against every person who has not before taken some method to secure the same land, LAND-HOLDER'S ASSISTANT Page 461. It is held, upon common law principles, that the grant relates back to the date of the specification; by a kind of JUS POSTLIMINII, the purchaser is deemed to have had a perfect title from that period to all intents and purposes whatever. 3 BLAC. COM. 210.

He may maintain an action of trespass for any injury done to the land within that interval of time;"

CONCLUSIONS

1. The initial Chain-Of-Title provides "Golson's Cove" and "King's Cove" names for the submerged land portions of "The Brewhouse" as well as for "The Ordinary." These initial Certificates of Surveys include "Golson's Cove" by a "metes and bounds" boundary as well as by an "extrinsic" boundary; namely, St. Leonard's Creek. This initial Chain-Of-Title ended 25 October 1675, by escheat, when William Dorrington ended his Willed Interest by getting remarried (a condition specified in Anne Griffin Johnson's Will).

EXHIBIT D-5

2. The new and still effective Chain-Of-Title, initiated by the 25 October 1675 Roger Baker Patent, contains the Original 17 July 1651 Certificate of Survey boundaries that includes "Golson's Cove" and the "King's Cove" as Tracts of the Patent (EXHIBIT 7).

3. The GAP in the Chain-Of-Title for "Golson's Cove" and "King's Cove" caused by the Calvert County Courthouse fires in 1882, is now closed, proving there has been no escheat of the coves or any part of "Brewhouse."

EXHIBIT 9 proves that Capt. Walter Smith bought both parts of "Brewhouse" inherited by Thomas Johnson's granddaughters, Dorcas Johnson Hellen wife of Capt. William Hellen and Dorcas Johnson Sedwick wife of Joshua Sedwick; --- husbands are listed as owners in the General Assembly House of Delegates Assessment of 1783.

THUS, no deeds from the Hellenes and the Sedwicks to Capt. Walter Smith or from the Commissioners of Capt. Walter Smith's Estate to Alexander Dawkins are needed for the Chain-Of-Title to "Brewhouse."

EXHIBIT 10 proves that ownership of the 234 acre Tract of "Brewhouse" containing both coves was inherited by Alexander Dawkins, Jr., and then his wife, Ann Dawkins, who was still paying her husband's, father's I.O.U. notes on "Brewhouse" purchase 29 August 1805 (EXHIBIT 9), until 19 August 1839, when the notes had to be certified by Clerk of the Calvert County Court, William Hance, for settlement of the sale of the 234 acre Tract of "Brewhouse" to Benjamin Stanforth.

THUS, no deed from Ann Dawkins to Benjamin Stanforth is needed for the Chain-Of-Title to the "Brewhouse" coves because James F. King's deeds, (plus the private graveyard headstones of the Stanforth family at their "Huntingfields" Estate, and the Alexander Dawkins' graveyard headstones at "St. Leonard Shores," provide all the missing inheritance data needed to close the final GAP.

4. Frank R. and Mary A. Marquardt are the "Successors-in-Interest" to both, "Golson's Cove" and "King's Cove" now that the GAP has been closed, proving there has been no escheat; --- the State of Maryland is NOT.

5. The Chain-Of-Title Rule of Law that all deeds must "clone" the Original Certificate of Survey, where no lands were added by Resurvey (none can be subtracted - confiscated), is the legal reason deeds are not essential to close a Chain-Of-Title GAP CAUSED BY FIRES. The Court of Special Appeals recently upheld this Rule of Law in 79 Md. App. 357, Ski Roundtop v. Wagerman (1989) wherein they state:

"In the absence of facts giving rise to an estoppel, we decline to establish a rule of law that binds successors to real property to all descriptions of property made by their predecessors in prior deeds, particularly where the original patent contradicts such deeds."

EXHIBIT D-6

PLAT OF STONE'S & JOHNSON'S BOUNDARIES - JULY 1651

SCALE: 1" = 1200 feet

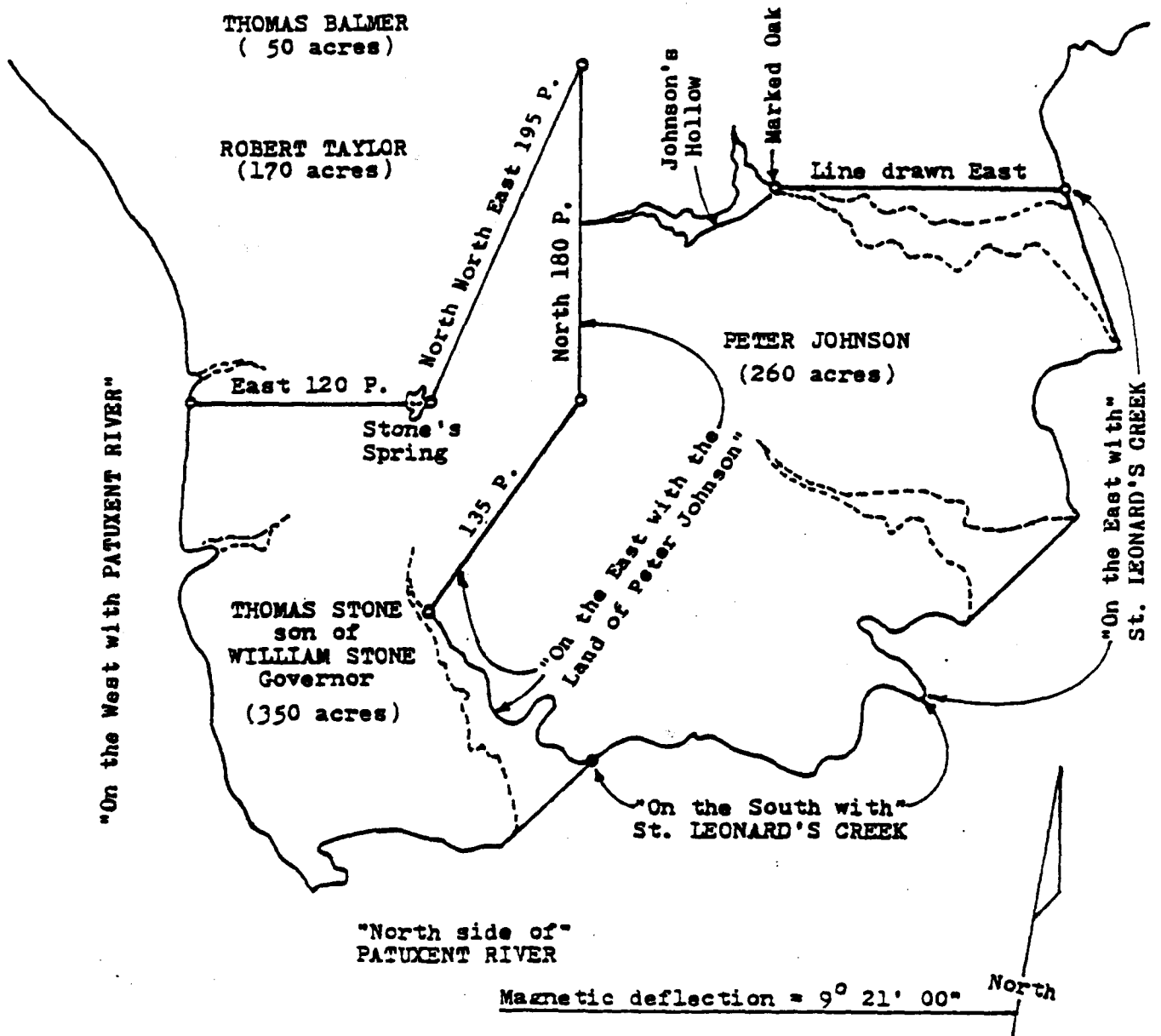


EXHIBIT D-7

EXHIBIT

1

PLAT OF KING'S & GOLSON'S BOUNDARIES - 1651/2 & 3

SCALE: 1" = 1200 feet

- (1) JOHN KING granted fresh surface water and ice source.
- (2) DANIEL GOLSON granted fresh surface water and ice source.

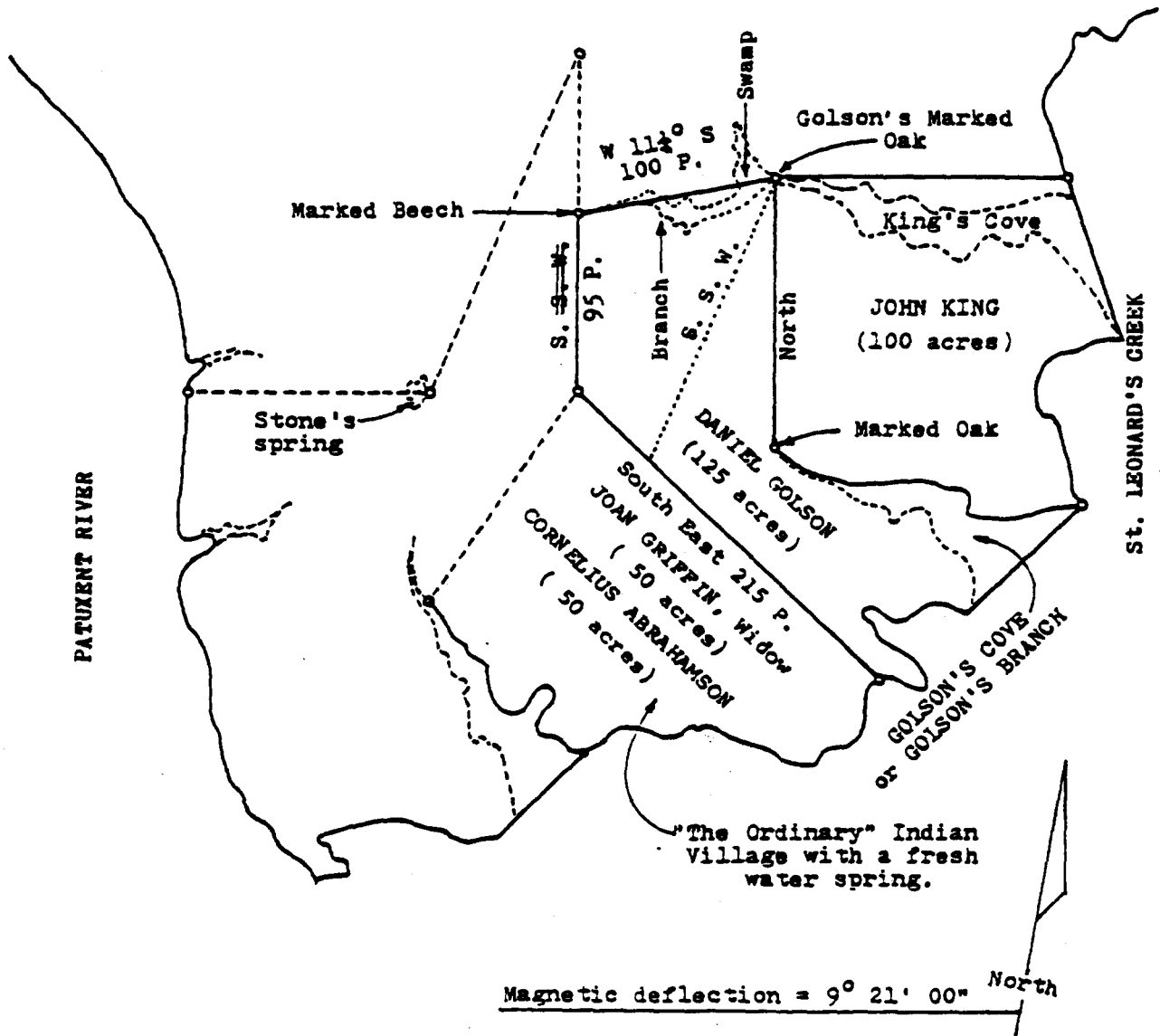


EXHIBIT D-8

EXHIBIT
2

SAINT MARY'S RENT ROLL - LIBER O, PAGE 81 - The Ordinary

A free Hold containing 260 acres due to Peter Johnson for transporting himself, his wife & Peter his son into this province according to the Commission of Sherwood 2 July 1649

Surveyed by the said Peter 17 July 1651

Patented by Peter Johnson eldest son to the said Peter - 26 Apr 1658

The Inheritance of Peter Johnson

.....
LAND OFFICE (Patent Record) LIBER Q, PAGES 7 & 8

Grant to Peter Johnson for 260 Acres Land in Patuxent River

Cecilius absolute Lord and Proprietary of the Province of Maryland and Avalon Lord Barron of Baltimore ~ To all persons to whom these presents shall come Greeting ~ Know ye that we for and in consideration that Peter Johnson

hath transported himself & his wife in the year 1651 here to inhabit and upon such conditions and forms as are expressed in our Conditions of Plantation of our said Province of Maryland under our greater Seals at Arms bearing — Date at London the 2nd day of July 1649 and remaining upon record of our said Province do hereby Grant to Peter Johnson Son of Peter Johnson deceased all that tract of Land lying on the North Side of Patuxent River near a Creek Called St Leonards Creek ~ ~

Beginning at a marked Oak in the woods near a hollow called Johnson's Hollow bounding on the North with the Hollow and a line East into the said Creek from the said Hollow on the East with the said Creek on the South with the said Creek on the West with the Land of William Stone Esq. Containing and now laid out for two hundred and sixty acres more or less together with all profits rights and benefits thereunto belonging (Royal Mines excepted) To have and to hold the same unto the said Peter Johnson his heirs and assigns for ever to be holden of us and our heirs as of our Manor of St Marys in free and common soccage by fealty only for all services yielding and paying therefore yearly unto us and our heirs at our Receipt of St Marys at the two most usual feasts in the year Vizt. at the feast of the Annuciation of the Blessed ~ Virgin Mary at of St Michael the Arch Angel by even and equal portions the Rent of five shillings two pence half penny Sterling ~ in silver or gold or the full value thereof as we and our heirs or such officer or officers appointed by us or our heirs from time to time to collect and receive the same shall accept in discharge thereof at the choice of us and our heirs or such officer or officers as aforesaid given at St. Marys under our great Seal of our said Province of Maryland the 26th day of April in the 26th year of our Dominion over the said Province of Maryland —

Anno Dm̄ 1658 Witness our Trusty and well beloved Josias Fendall, Esq. Our Lt. of our said province Josias Fendall
Endorsed, Intrat, in Record Phil. Calvert Sec̄y

This Grant is according to Cert. and Survey by me made Robert Clark Surveyor
Vizt patent confirmed Via Dorrington Lib, H H fol

EXHIBIT D-9

EXHIBIT
3

PLAT FOR PETER JOHNSON, JR'S, PATENT

26 APRIL 1658

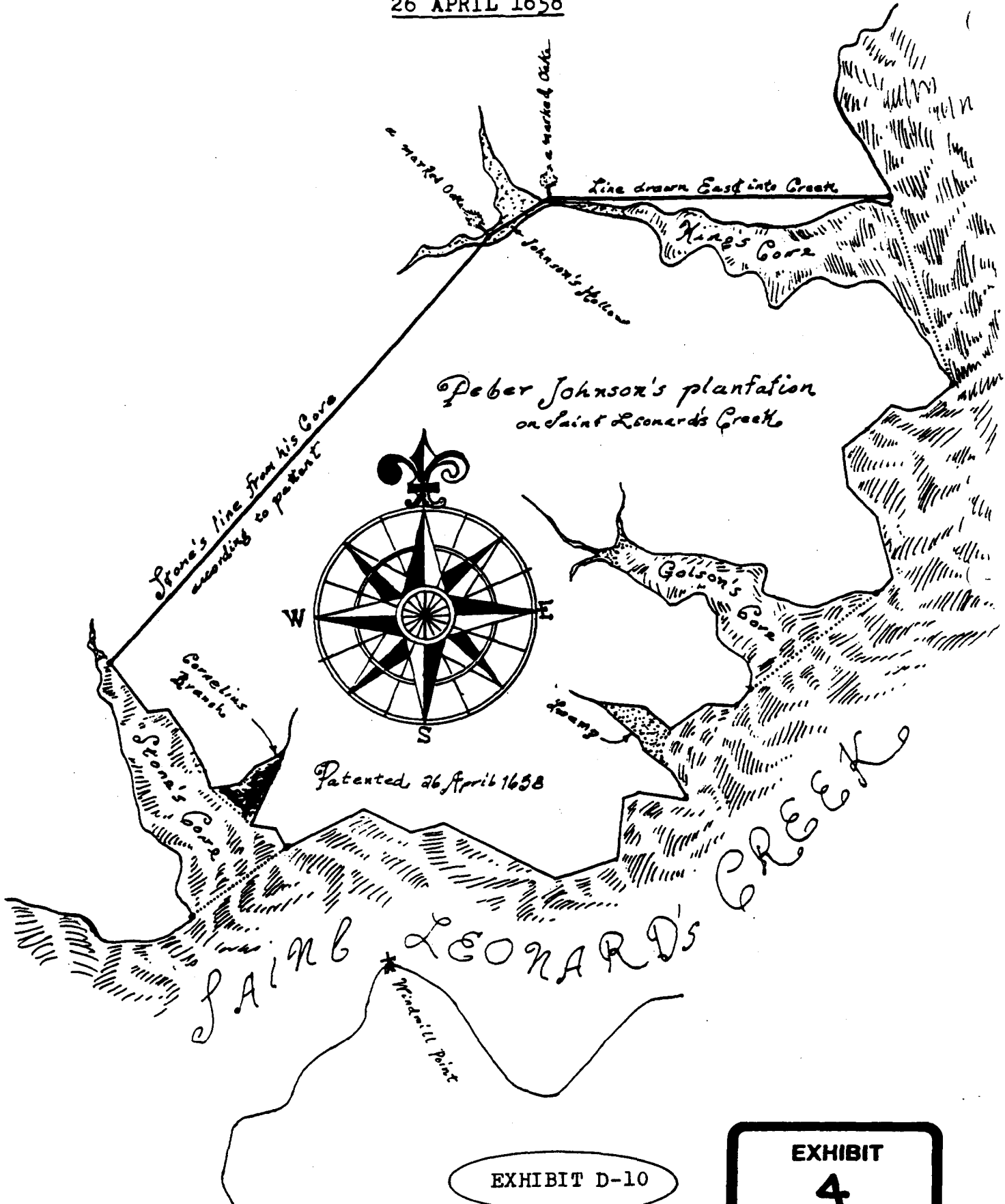


EXHIBIT D-10

EXHIBIT
4

LAND OFFICE RECORDS - LIBER 12, folio 245 (William Dorrington Resurvey of)
("The Ordinary")

CERTIFICATE OF
RESURVEY

To the Honorable the Lieutenant General, 3 April 1669

By virtue of a Warrant of Resurvey issued out of his Lordship's Surveyor's Office bearing date 18 March 1669. These are in humble manner to Certify that I Charles Boeteler, Deputy Surveyor under Jerome White, Esqr., Surveyor General, have resurveyed and laid out all that parcel of land lying on the North side of Patuxent River on the West Side of St. Leonard's Creek and,

Beginning at a Marked Oak standing on a high point at the head of a cove called and known by the name of Veitches Cove near a hollow called Johnson's Hollow, the said tree being marked at the first Survey, and from thence, bounded by the South Side of the said cove for the length of 122 perches to a marked Oak at the Mouth of the said cove by the side of St. Leonard's Creek, and from thence Bounded by St. Leonard's Creek and running as the said creek runneth for the length of 287 perches to a bounded Oak at the mouth of a cove called Stone's Cove, and from thence bounded by the East side of the said cove for the length of 42 perches to a bounded Oak at the head of the said cove, and from thence to the first bounded tree. Containing and being 149 acres by me

Charles Boeteler, Deputy Surveyor

Wm DORRINGTON

PATENT CONFIRMATION
149 Acres

Cecilius etc. Whereas, we did by our deed of Grant under the Great Seal of our said Province of Maryland bearing date 26 April 1658, for the considerations therein we could Grant unto Peter Johnson by the name of Peter Johnson son of Peter Johnson, deceased, all that tract of land lying on the North Side of Patuxent River near St. Leonard's Creek, containing and then laid out for 260 acres as by the said Deed of Grant, recourse being thereunto had it doth and may more at large appear, and, Whereas also the said parcel of land now become forfeited to us, there being no heir apparant to possess, and whereas the same now, Know Ye, that we have caused the said parcel of land to be resurveyed and for and in consideration of the full Entrust Sum of twenty pounds of lawful money of England well and truly paid Charles Calvert, Esq., our Lieutenant of our said Province of Maryland by William Dorrington of the County of Calvert, gent, do hereby grant and confirm unto him the said William Dorrington, all that parcel of land resurveyed, lying at the North side of Patuxent River on the West side of St. Leonard's Creek and,

Beginning at a Marked Oak (same description as above), and from thence to the first bounded tree. Containing and now laid out for 149 acres, more or less. Together with all rights, profits and benefits thereunto belonging (Royal Mines excepted). To have and to hold the same unto him the said William Dorrington, his heirs or assigns forever. To be holding of us or our heirs as of our Manor of Calvert in free and common soccage by fealty only for all manner of Services yielding and paying therefore yearly unto us or our heirs at our receipt at St. Marys at the two most usual feasts in the year, Viz., at the feast of St. Michael the Arc Angel, by even and equal portions, the rent of three shillings sterling in silver or gold and for sure upon every alienation of the said land or any part or parcel thereof, one whole years rent in silver or gold, or the full value thereof in such commodities as we or our heirs or such Officer or Officers appointed by us, or our heirs from time to time to collect and receive the same shall accept in discharge thereof, at the choice of us or our heirs, or such officers as aforesaid provided that if the said William Dorrington, his heirs or assigns shall not pay unto us or our heirs or such officer or officers aforesaid, the said sum for a fine before such alienation and enter the said alienation upon record either in the Provincial Court, or in the County Court, within one month rent after such alienation, the said alienation shall be void and of none effect. Given at our City of Saint Mary's, the first day of May, 1669. Witness Charles Calvert, Esqr., our Lieutenant General and Chief Governor of our said Province of Maryland

EXHIBIT D-11

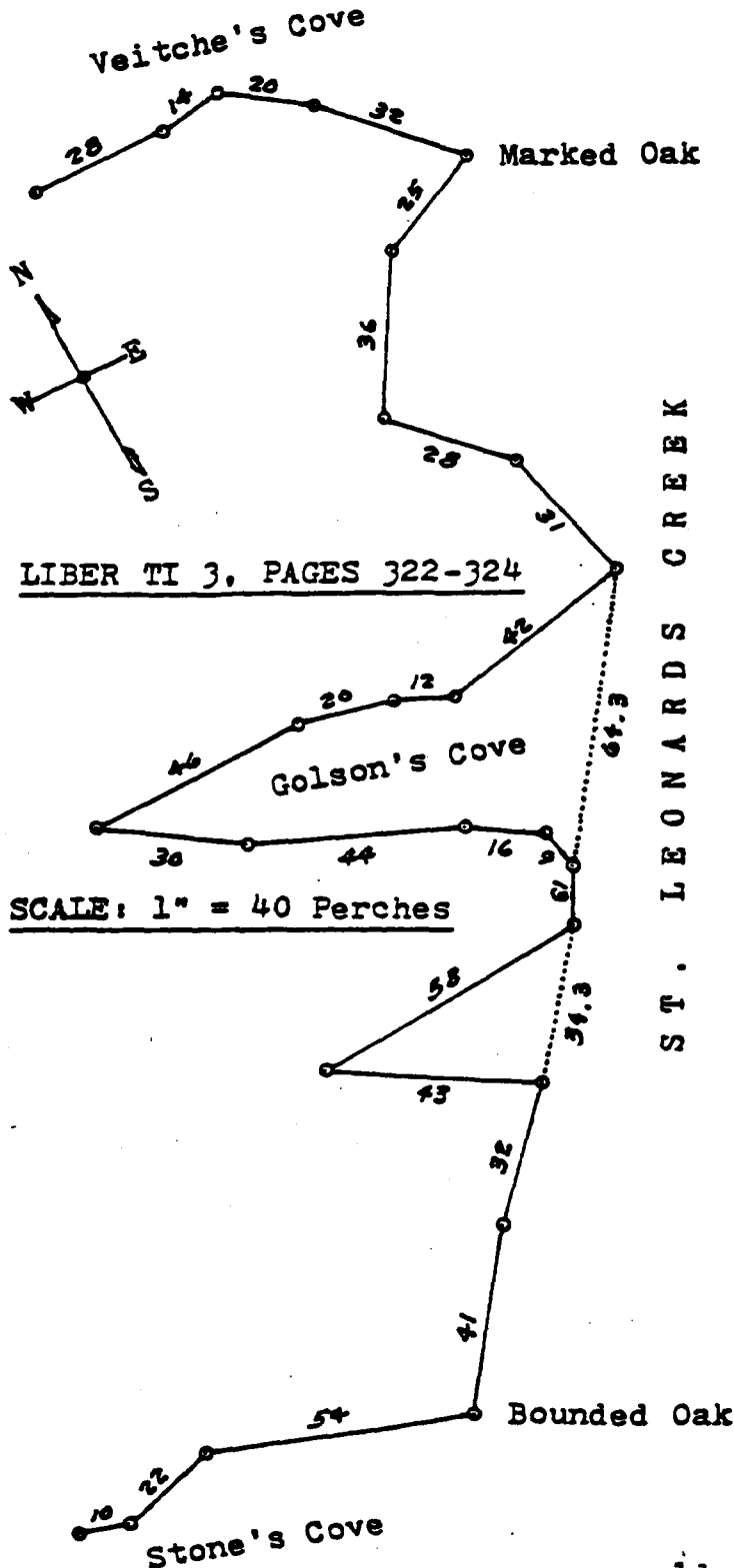
EXHIBIT

5

PROOF GOLSON'S COVE IS WITHIN "BREWHOUSE" BOUNDARY/OUTLINE

LIBER 12. PAGES 245 - 247

"Bounded by St. Leonards Creek and running as the said Creek runeth for the length of 287 perches."



MEASUREMENTS BETWEEN OAKS

<u>Perches via Coves</u>	<u>Perches jumping Coves</u>
25	25
36	36
28	28
31	31
42	
12	
20	
46	64.3
30	
44	
16	
9	
13	13
58	34.3
43	
32	32
41	41
<hr/>	
526	304.6
- 287	- 287
<hr/>	
+ 239	+ 17.6

400 ACRE "ROCKHOLD" TRACT

"FLAG HARBOR"

LAND OFFICE CERTIFICATE of SURVEY, Liber AB&H Folio 293

27 Oct 1651 To the Honorable The Lieutenant General

Laid out for Robert Rockhold of the County of Ann Arundel, Gun Smith, and John Scotiher of the same County, Cooper, a parcel of Land lying on the West side of Chesapeake Bay next adjoining to the Land of William Parker.

Beginning at a Marked Oak the said Oak being the Southernmost bound of the said Parker's Land and running South down the Bay for the length of two hundred perches to a Marked dead Tree, bounding on the South with a line drawn West from the Said Tree for the length of three hundred and twenty perches. On the West with a line drawn North from the end of the Western line unto the Land of the said Parker. On the North with the said Land, on the East with the said Bay. Containing and now laid out for Four hundred Acres more or less.

Robert Clark Surveyor

LAND OFFICE CERTIFICATE of RESURVEY, Liber No.16 Folio 507/508

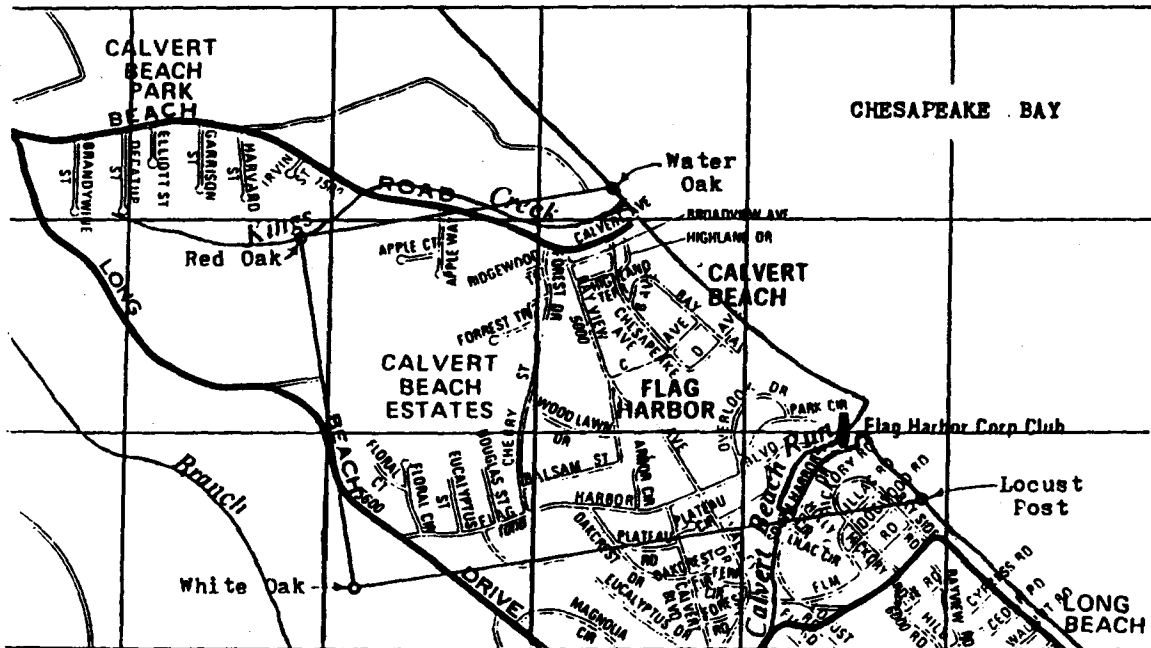
29 Apr 1672 To the Honorable the Captain General

By virtue of a warrant granted out of his Lordship Secretaries Office unto Robert and John Rockhold dated the 11th day of April, These are humbly to Certify that I Charles Boteler Surveyor of the Province of Maryland under Baker Brooke, Esq., Surveyor General, have laid out and Resurveyed for the said Robert and John Rockhold a parcel of land called Rockhold lying in Calvert County and,

Beginning at a bounded water oak by the side of Chesapeake Bay bounded on the East and running South by the Bay side for two hundred perches to a Locust post now set on the top of a Cliff and from thence running West for Three hundred and twenty perches to a bounded White Oak and from thence running North to a bounded Red Oak in a Deep Branch where it intersecteth a West line drawn from the first bounded tree. Containing four hundred acres.

Patented 1 June 1672

Boteler Deputy Surveyor



Joins Map 16 MD GRID 950,000 FT

EXHIBIT D-12

EXHIBIT
6

FLAG HARBOR YACHT HAVEN
(CONDOMINIUM MARINA)
CALVERT COUNTY MARYLAND TOPOGRAPHIC MAP No. K29

E 951,000



EXHIBIT D-13

EXHIBIT
6A

**FLAG HARBOR YACHT HAVEN
(CONDOMINIUM MARINA)**

PROPERTY TRANSFER RECORD

CALVERT COUNTY NO. 05 TOWN NO.

KIND OF CONVEYANCE: 1

1. Private Sale	6. Straw Deed
2. Lease	7. Tax Sale
3. Gift	8. Confirmatory
4. Public Auction	9. Other _____
5. Foreclosure	10. Unknown

DEED PRESENTED BY: PITROF AND STARKEY
 DATE PRESENTED: 10/12/90
 CONSIDERATION: 18,500 MTG. 14,800
 GROUND RENT: _____

() CONSIDERATION INCLUDES PERSONALTY
 () ONLY PARTIAL CONVEYANCE OF REALTY

01 19732 0 01 10047- 11 911230
 Account No. Sub-Dist. Field Card No. Transfer No.

N	U	32	21	64
Grantor Acct. No.	Use	Map	Grid	Par

GRANTEE NAME & ADDRESS
 SNYDER, ROBERT T &
 MORRIS A OSBORN
 2500 WISCONSIN AVE N W
 WASHINGTON DC 20007

Grantor Field Card No.:
 NAME OF GRANTOR:

FLAG HARBOR LIMITED PTNRSHIP

ABE 264	658
ABE 408	169
Liber	Folio

TAX STATUS: 0
 TAX CLASS: 000 ABE 539 303
 Liber Folio

CREDIT DESCRIPTION-LOCATION-ASSESSMENT

DESCRIPTION-LOCATION-ASSESSMENT
 IMPS SLIP 146
 FLAG HARBOR YACHT HAVEN

Date Last Physical: 07 / 90
 Date Last Assessed: 07 / 90 Assessor No. 0525

82	N	U	32	21	64	C
GEO.	USE	MAP	GRID	PARCEL	ZONING	

Posted: _____
 Book map sale record card IBM

154				146
SUB.	PLAT	SECTION	BLOCK	LOT

Special Tax private street water sewer

YEAR 19 90 - 91 19 -

STRUCTURE CODE					YEAR BUILT	ENCLOSED SQ. FT.
Style	Grade	Const.	Story	Type		
X	A	1	X	1	05	35

FULL VALUE	
LAND	10,800
BUILDINGS	7,200
TOTAL	18,000

LAND AREA: 13.50 X 35.00 EFF
 Water Front Recreational X

REMARKS: _____

AS OF-11/01/90

EXHIBIT D-14

**EXHIBIT
6B**

LAND OFFICE (Patents) 17 - EXHIBIT D5

"BREWHOUSE"

PAGES 77 - 79 - 25 OCTOBER 1672

ROGER BAKER - Patent 260 acres

CACILIUS etc. Know Ye That whereas by a certain inquisition indented taken at St. Leonard's Creek in Calvert County in our said Province of Maryland 11 December 1671 before Thomas Sprigg and Richard Pery, Gentlemen, by virtue of our Commission in the nature of a writ of Mandamus to them directed and to the said inquisition annexed to inquire after the death of Peter and James Johnson, late of Calvert County, aforesaid deceased. By which inquisition, amongst other things, it is found that Peter Johnson in the said Commission named, the day that he died was seized in his demise as of fee, of one tract of land lying on the North side of Patuxent River near a Creek called St. Leonard's Creek. Beginning at a marked Oak in the woods near a Hollow called Johnson's Hollow, bounding on the North with the Hollow and a line drawn East into the said Creek from the said Hollow, on the East with the said Creek, on the South with the said Creek, on the West with the land of William Stone, Esquire. Containing by estimate, 260 acres more or less. The same land being held of us and our heirs of our Mannor of St. Maries in free and common socage by fealty only for all services -- being yearly worth above all reprisals, 5 shillings, 2 pence half penny farthing Sterling. And that the said Peter died about the month of April 1660 and that James Johnson was brother and heir to the said Peter. And by the said inquisition it is further found that the said James Johnson died without any lawful heir in the month of February 1663 by which means as well the aforesaid tract of land late in the possession of Peter Johnson aforesaid and in the possession of the said James at the time of his death as all other the lands of the said Peter and James within our Province are of right escheated unto us as absolute Lord & Proprietary of our said Province of Maryland. And by the said inquisition it is further found that William Dorrington of Dorchester County, planter, hath ever since the death of the said James Johnson, and still doth hold the aforesaid tract of land in our right as appears by the said inquisition remaining upon record in our Secretaries Office in our said Province of Maryland. Now Know Ye further that we for and in consider-

EXHIBIT D-15

EXHIBIT

7

ation of 6,000 pounds of tobacco to the hands of our dear son Charles Calvert, Esquire, Capt. General and Chief Governor and Receiver General of our said Province of Maryland, to our use by our beloved Roger Baker of our County of Calvert in our said Province of Maryland, Gentleman, well and faithfully paid, of our special Grace and Favor certain knowledge and mere motion, have given, granted and enscoffed to the said Roger Baker, his heirs or assigns for ever, all that tract, parcel or dividant of land called the Brewhouse, situate, lying and being in our County of Calvert on the North side of Patuxent River near a Creek called St. Leonard's Creek. Beginning at a marked Oak in the woods near a Hollow called Johnson's Hollow, bounding on the North with the Hollow and a line drawn East into the Creek from the said Hollow, on the East with the said Creek, on the South with the said Creek, on the West with the land of William Stone, Esquire. Containing 260 acres of land more or less. Together with all and every the appurtenances in the said recited inquisition mentioned and to hands now come by escheat by the death of said James Johnson in the said inquisition named for want of heirs of him the said James Johnson according to the metes and bounds before expressed. To have and to hold the said 260 acres of land with all and every the appurtenances before mentioned and expressed according to the metes and bounds aforesaid to him the land Roger Baker, his heirs & assigns forever, to the only use & behoof of him the said Roger Baker, his heirs and assigns for ever and to no other use, intent or purpose whatsoever. To be holding of us and our heirs as of our manner of Calverton in fee and common socage by fealty only for all manner of services, yeilding & paying therefore yearly unto us and our heirs at our Receipt at our City of St. Maries at the two most usual feasts in the year (vist) at the feast of the Annunciation of our Blessed Virgin Mary, and at the feast of St. Michael the Arch Angel by even & equal portions the rent of ten shillings, four pence sterling in silver or gold. And for a fine upon every Alienation of the said Land or any part or parcel thereof, one whole years rent in silver or gold or the full value thereof in such commodities as we or our heirs or such officer or officers appointed by us or our heirs from time to time to collect and receive the same shall accept in discharge thereof at the choice of us or our heirs or such officer or officers as aforesaid.

Provided that if the said Roger Baker his heirs or assigns shall not pay unto us or our heirs or such officer or officers as aforesaid, the said sum for a fine before such Alienation, and enter the said Alienation upon record either in the Provincial Court or in the County Court where the said parcel of land lyeth, within one month next after such Alienation, the said Alienation shall be void and of none effect. Given at our City of St. Maries under our great seal of our said Province of Maryland 25 October 1675. Witness our dear son Charles Calvert, Esquire, our Captain General & Chief Governor of our said Province of Maryland. -----

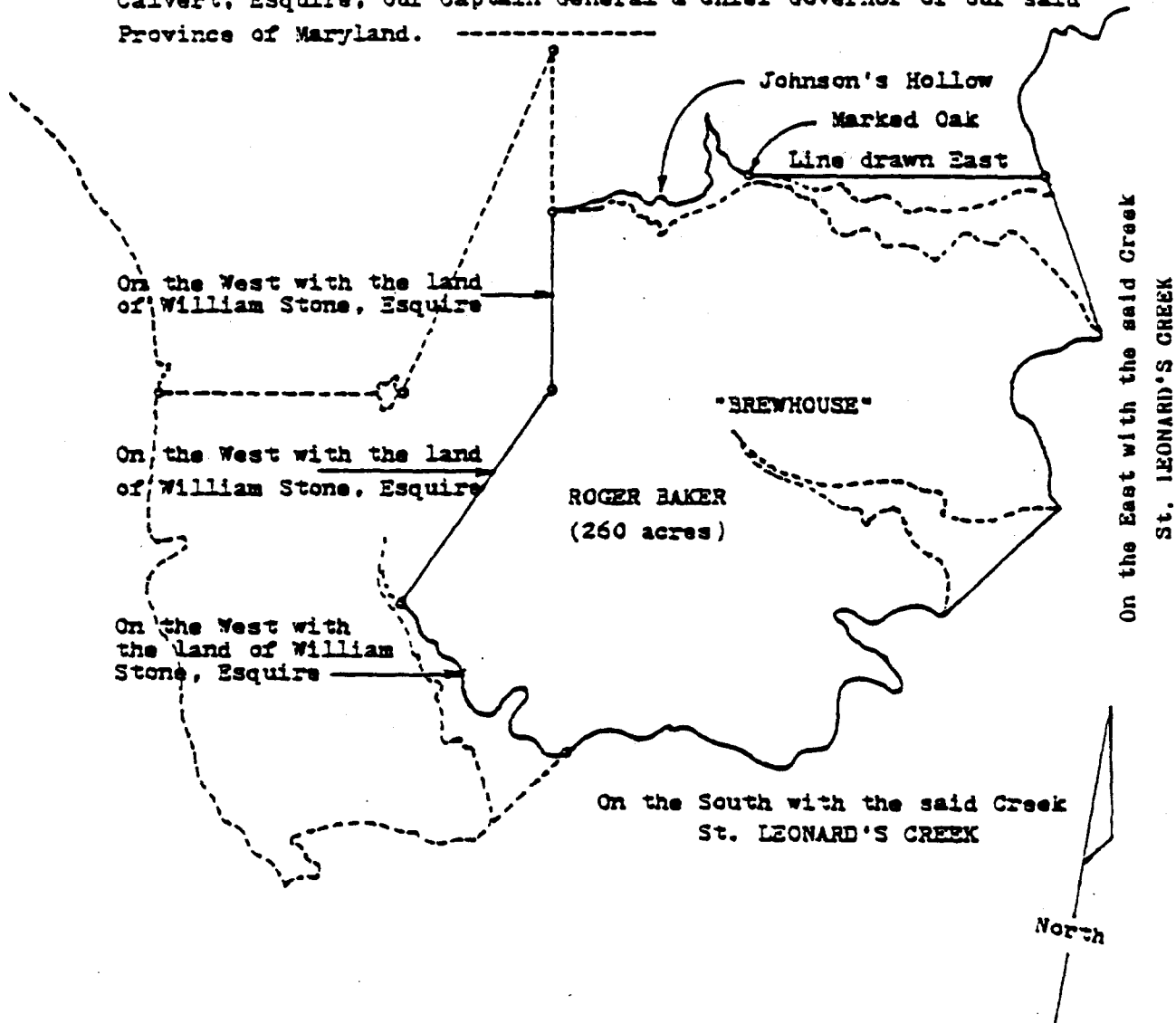


EXHIBIT D-17

C E R T I F I C A T I O N

STATE OF MARYLAND, ANNAPOLIS, TO WIT:

I HEREBY CERTIFY, That the above and foregoing is a true and correct copy of a MARYLAND GAZETTE newspaper advertisement of Lands for Sale by Public Auction in Calvert County, dated Thursday, July 25, 1805.

as taken from the Microfilm Records in the State of Maryland Law Library, Annapolis Maryland.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my seal this 21st day of February, 1990.

Shirley A. Rittenhouse
LIBRARIAN

EXHIBIT D-18

EXHIBIT

8

Maryland Gazette.

ANNAPOLIS, THURSDAY, July 25, 1805.

Lands for Sale.

Pursuant to an order of the court of Calvert county, the subscribers will SELL, at PUBLIC AUCTION, at the house of Mr. JAMES DUKE, at Prince-Frederick-town, in the county aforesaid, on the 29th day of August next, if fair, if not the first fair day,

ALL the real estate of capt. WALTER SMITH, late of said county, deceased, consisting of the following tracts of land:

The tract on which the said capt. Smith resided, containing 1225½ acres, lying on the river Patuxent, bounded on the west by said river, and on the south and east by a fine navigable creek called St. Leonard's, so that a short fence will enclose the whole land; the soil of this tract is equal to any on Patuxent, either for farming, planting or grazing; and in their season a great quantity of fine fish and oysters, may be had either from the river or creek.

One other tract, in the forest, about two miles from the former, containing 627½ acres, the greater part of which is covered with hickory, chestnut, and oak wood, and a great proportion of swamp land, which, at a trifling expence, might be converted into valuable meadow.

One other tract of 536½ acres, lying on Chesapeake bay, bounded on the east by said bay, and on the north by a creek called Parker's Creek; on this tract is a very fine salt marsh, a quantity of fine meadow land, and an abundance of timber.

It is thought needless to give a fuller description of these lands, as it is presumed no one will purchase without first viewing them, and on application to Mr. John Turner, who lives adjoining the first mentioned tract, he will shew the different tracts, as well as the plots of the same.

These different tracts will be sold in a body, or divided into lots, as may best suit those who wish to purchase. The purchasers to give bond, on interest, with approved security, for the purchase money, to be paid in three equal annual payments, the whole interest to be paid yearly; and on the ratification of the sale by the court, and a full payment of the purchase money, a deed of conveyance will be executed to the purchasers agreeably to an act of assembly in such case made and provided.

JOSEPH WILKINSON,
JOHN TURNER, } Commissioners.
JAMES HEIGHE,
July 10, 1805. } J X

EXHIBIT D-19

CERTIFIED COPY (Raised Seal)
authorized by Sec. 9-1009, State
Government Article, Annotated Code
of Maryland, 1984 amended to date

** Approved by: Edward C. Papenfuse PD # 90-02273-13396

* Edward C. Papenfuse, State Archivist 02/23/90

CHANCERY COURT (Chancery Court
Record) 99 [1-35-3-5], pp.
305-308



EXHIBIT D-20

EXHIBIT

9

Eleanor Hungerford
vs.
Elizabeth Bourne, Dorcas
Bourne, Thomas Reynolds
Joseph Blake, James Heighe
and William E. Hungerford

21st November 1807

"EXHIBIT 8"

Commissioner's Report of Land Sales

To the Honourable the Judges of Calvert County Court.

We the commissioners appointed by the Court of Calvert County aforesaid to dispose of the Real Estate of Capt. Walter Smith late of said County deceased pray leave to certify and return that in virtue of powers vested in us by a special order of this Court, we offered for sale at public auction held for the purpose at the Court House of this County on 29 August 1805 all the Real Estate belonging to the representatives of the Late Captain Walter Smith, having conformally in the order of this Court previously given two months notice in the Maryland Gazette and National Intelligencer of the day of sale and the terms thereof, which were that the purchasers should give their bonds with good security for the payment of the purchase money with interest thereon in three equal annual payments, and we further certify and return that upon offering the aforesaid lands for sale on the said 29 August 1805, Walter Smith one of the representatives aforesaid bid most for and purchased the tracts of land distinguished by the names of St. Leonard, Stone's Hill, Purchase, Bulmore Branch, part of Back Pasture and Taylor's Disposal, all which Tracts together contain 878 $\frac{1}{8}$ acres of land, for all which Walter Smith did bid #5.3 per acre making a sum of #4522.6.10 $\frac{1}{2}$ due for the said mentioned tracts of land. But we further represent that the said Walter Smith after purchasing the aforesaid tracts of land and previously to his giving bonds for the amount of the purchase money, he the said Walter Smith, did sell unto a certain Henry Gardner a part of the land purchased by him the said Walter Smith at the public sale aforesaid, and he prayed us the commissioners to take the bonds of the said Henry Gardner in the place of his own for the sum of #1575 and the said Henry Gardner having offered us his bonds for the amount of said money with security amply sufficient in our opinion to render safe the payments thereof, we have taken the bonds of said Henry Gardner with security for the aforesaid sum of #1575 three of whose bonds amounting to the sum of #856.13.10 are made payable to Ann Hellen one of the representatives aforesaid and three others amounting to the sum of #718.6.2 are taken payable to Richard Smith another of the representatives which will appear by reference to the bonds here filed marked No.1, No.2 which we pray may be taken as part of this our return. And we have agreed with the said Henry Gardner to convey unto him the quantity of land which he has purchased of the said Walter Smith instead of conveying it to the said Walter Smith who purchased of us originally at the sale aforesaid, and we further represent that the said Walter Smith after purchasing as aforesaid and before he gave his bonds for the purchase money did also sell unto a certain Alexander Dawkins another part of the land bought by him at the public sale aforesaid, and he also prayed that we would take the bonds of said Alexander Dawkins in lieu of his own for the sum of #600.15. being so much due him from the said Alexander Dawkins for the purchase of the land aforesaid. And the said Alexander Dawkins offering to give us his bonds with good security for the sum aforesaid, we have taken the bonds of said Alexander Dawkins with security for the sum of #600.15. due originally from Walter Smith and have agreed to convey unto him, the said Alexander Dawkins, all the land which he has purchased of the said Walter Smith instead of conveying to Walter Smith the original purchaser. And Alexander Dawkins being also a purchaser of us the commissioners at the public sale aforesaid, the aforesaid sum of #600.15. due from him is added to the purchase money due for the land he purchased of us and the whole amount taken in bonds from him which hereafter we shall refer to more particularly. We also certify that from Walter Smith the original purchaser of the above specified Tracts of land we have taken bonds with security for the sum of #1339.18.6 $\frac{1}{2}$ one of whose bonds we have made payable to Joseph Smith for the sum of #856.13.10 and the other of his bonds is made payable to Margaret Smith for the sum of #483.4.2 $\frac{1}{2}$ for which we refer to the bonds filed marked No.3, No.4 to be taken as part of the return. We also represent that from the sum due by Walter Smith for his purchase of land, as aforesaid, we have directed the sum of #856.13.10 his portion as one of the representatives, aforesaid, and the sum of #150. which we allowed him for his account presented against the Real Estate aforesaid

EXHIBIT D-21

BOOK 99, Pages 305, 6, 7 & 8 Continued.

all which will properly appear by reference to the Exhibits marked A & B which we offer as part of this our return, and we do further certify and return, that upon the day of the sale, as aforesaid, Alexander Dawkins did purchase the tract of land called Brewhouse containing 342 $\frac{1}{2}$ acres for which he agreed to pay the sum of \$4.15 per acre making the sum of \$1625.13.9 due to the said tract of land called Brewhouse, add to which the sum of \$600.15. due from said Alexander Dawkins for his purchase of land from Walter Smith as aforesaid it makes a debt of \$2226.09 due from Alexander Dawkins to the representatives aforesaid for which sum his bonds with security have been taken payable to the representatives as follows, one bond for the sum of \$856.13.10 made payable to Susannah Smith, one other bond for the sum of \$856.13.10 taken payable to Elizabeth Smith, one other bond for the sum of \$434.2.0 made payable to Sarah Chesley, and another bond for the sum of \$75.4.1 is taken payable to Ann Chew, for all which facts we refer to the bonds marked No.5, No.6, No.7 & No.8 here filed as part of this our return. And we do further certify and return that on the day of sale aforesaid upon offering to sell more of land aforesaid Richard Hance bid for and purchased the following parcel of land, to wit, Pt. Parkers Cliffs, Pt. Rockhold and Pt. Mills End, altogether containing 524 $\frac{1}{2}$ acres which said quantity of land was sold to the said Richard Hance for the sum of \$6.02 per acre making a sum of \$1182.1.10 $\frac{1}{2}$ due from said Richard Hance, but the said Richard Hance after purchasing and before he had given any bond for the purchase money, sold a part of the land so purchased by him at the sale aforesaid to a certain William Woolf and requested that we the commissioners would take bond from the said William Woolf for the sum of \$380.7.1 $\frac{1}{2}$ in the place of his own, and the said William Woolf offering to give us his bond with good security for the sum aforesaid, we have taken his bond with good security for the sum aforesaid, we have taken his bond for the said sum of \$380.7.1 $\frac{1}{2}$ payable to Sarah Chesley one of the representatives as will appear by reference to the bond here filed marked No.9 and we have agreed to convey the land so purchased by William Woolf to him and not to Richard Hance the original purchaser. We also further certify that we have taken from Richard Hance the purchase of the sale aforesaid bonds with security for the sum of \$781.9.9 payable to Ann Chew one of the representatives aforesaid as will appear by reference to the bonds here filed marked No.10 to be taken as part of this our return, and we further certify and return that at the sale aforesaid Joseph Griffiss purchased the following parcel of land, to wit, Pt. Blinkhorn and Smith's Hogpen containing in the whole 297.75 acres at the rate of \$1.19. .1 per acre, making the sum of \$581.17 due from said Joseph Griffiss for the purchase of the last mentioned tracts of land, for which his bonds with security have been taken as follows, his bond made payable to Margaret Smith for the sum of \$373.9.7 $\frac{1}{2}$ his bond made payable to Richard Smith for the sum of \$138.7.8 and also his bond made payable to said Sarah Chesley for the sum of \$42.4.8 $\frac{1}{2}$ all of which will appear by reference to the bonds here filed marked No.11, No.12 & No.13 which we offer as part of this return, and we further certify and return that on the day and at the place of sale as aforesaid we also offered to sell Pt. Woolf Quarter resurvey ect., and Favor, containing 329.75 acres of land, but no person offered to purchase the said tracts of land, and they still remain unsold, we think proper also to state that there is a lot of ground belonging to the representatives aforesaid in St. Leonards Creek Town, not mentioned in the commission. And finally we certify and return that on the day of sale aforesaid we sold land to the amount of \$7911.19.6 that we have allowed for expenses the sum of \$201.15 which deducted from the above sum leaves a balance of \$7710.4.6 due the representatives, which being divided among the nine representatives there remains to each the sum of \$856.13.10 all which facts will more particularly appear by reference to Exhibits marked A & B here filed as part of this our return. In Testimony whereof we have hereunto set our hands this 30th day of January 1806.

Jo. Wilkinson)
 James Heighe) Commissioners
 John Turner)

State of Maryland Calvert County, Court,

I certify that the within return is a true copy taken from the original return made by the Commissioners and filed in my office. In Testimony whereof I have hereunto set my hand and affixed the seal of my office this 30th day of October Anno Domini 1807.

Wm. Morsell, Clerk of Calvert County Court

EXHIBIT D-22

C E R T I F I C A T I O N

STATE OF MARYLAND, MARYLAND HISTORICAL SOCIETY
201 W. MONUMENT STREET
BALTIMORE, MARYLAND 21201, TO WIT:

I HEREBY CERTIFY, That the attached copy of ALEXANDER DAWKINS' WILL and the ~~the~~ probate records of his wife, ANN DAWKINS as executrix of his will, are true and correct copies obtained from the records of the Maryland Historical Society Archives, Baltimore, Maryland.

IN TESTIMONY WHEREOF, I hereby set my hand and affix my seal hereunto this

7th day of March, 1990.



Archival Records Custodian

LIBRARY
MARYLAND HISTORICAL SOCIETY
201 W. MONUMENT STREET
BALTIMORE, MARYLAND 21201

EXHIBIT D-23

EXHIBIT

10

COPY--ALEXANDER DAWKINS' WILL
(cont 42 conts)

In the name of God Amen.

I Alexander Dawkins do make this my last will and Testament in manner and form following:

First I give to my wife Ann Dawkins the use of all my property during her single life both real and personal except as herein after disposed of.

Second I give to my son William D. Dawkins that part of my land on which Charlton formerly resided beginning on the west side of St. Leonard's creek where the fence now runs to said creek and with the said fence to the public road leading to St. Leonard's from the mouth of said creek then with the road till it intersects the lands of Henry Lyles then with said Lyles's land to the head of the cove called Leaches cove to him and his heirs forever (Also Negro man ^{see} Ben in) full of all claims to my land, after the death of his mother; the balance to be equally divided between my children that may survive their mother.

I give to my daughter Rebecca Dawkins Negro man Jack.

I give to my daughter Margaret Dawkins Negro woman Henry.

lastly I constitute and appoint my wife Ann Dawkins sole Executrix of this my last will and testament in witness whereof I have hereunto subscribed my name and affixed my seal this fourteenth day of May, eighteen hundred and twenty-five,

Signed, sealed, and acknowledged as

his
Alexander D. Dawkins (seal)
mark

his last will and testament in presence of:

S. Turner

Joseph J. Hellen

Walter Hellen

EXHIBIT D-24

Page 2
Will of Alexander Dawkins

Calvert County etc, the 12th day of October 1825.

Then came Samuel Turner one of the subscribing witnesses to the foregoing will and made oath on the holy Evangelists of Almighty God that he did see Alexander Dawkins the testator therein named sign and seal this will and heard him publish pronounce 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 his apprehension of sound and disposing mind memory and understanding and that he together with Joseph J. Hellen and Walter Hellen the other subscribing witnesses respectively subscribed their names as witnesses to this will in the presence and at the request of the testator and in the presence of each other.

Sworn before

W. Smith Regr. wills for C. C.

Maryland No.

In testimony that the foregoing is a true copy from the original filed and recorded in my office have hereunto subscribed my name and affixed the seal of my office this 13th day of June 1826.

J. B. Baden Regr. wills for C. C.

EXHIBIT D-25

AFFIDAVIT CONCERNING WILL OF ALEXANDER DAWKINS

Maryland etc,

The State of Maryland to all persons to whom these presents shall come, greeting, know ye that the last will and testament of Alexander Dawkins late of Calvert County deceased hath in due form of law been exhibited, proved and recorded in the office of the register of wills for Calvert County a copy of which is to these presents annexed and administration of all the goods chattels and credits of the deceased is hereby granted and committed unto Ann Powkine the Executrix by the said will appointed.

Witness Joseph N. Reynolds Esq, presiding Judge of the orphans court of Calvert County this 18th day of June Anno Domini 1826.

Test

J. M. Baden Esq, wills for
Calvert County

Ann Dawkins, widow of Alexander Dawkins, executrix of his will, gave accounting to the court. I shall not use the legal terms to describe the various accountings, but shall name those persons mentioned in the papers.

Inventory filed in the regr. office April 10, 1827	\$2930.83
Funeral charges and expenses	30.00
Cash paid James M. Taylor	148.34
" " Hesekiah Uoberth	92.60
" " " "	3.06
" " Thomas M. Willis	19.76
" " Isaac Hooper	7.26
" " George W. Wilson	8.76
" " James J. (IY) Hooper	15.62
" " Warren L. Nicoll	23.69
" " James Duke	14.37
" " Jonathan Morgan	10.00
" " William Clare	12.86
" " Isaac Hooper	34.80
" " Register, his fees	8.00
" " Commission at 7 1/2%	219.76
	<u>\$648.93</u>

2nd. accounting was on April 14, 1829.

Ann Dawkins paid cash to

Mr. Thomas Parran for account.

Jane Sellers

Joseph Wood

S. Parran for Jane Parran

William Hodgkin

Namuel G. Hodgkins

Benjamin Parran

Navy Dorsey

James Hooper, exec. for John Askew

James Hooper, exec. for John Meyers

Young Parran, Admr. of Alexr Parran

Robt. Grover, " " George M. Grover

3rd. accounting, July 13th, 1830 Ann Dawkins had paid cash to the following persons.

William Dawkins, const. for George Dare

William G. Hodgkin

J. Turner

J. J. Hodgekin--note by copyist--The J. and I. are so similar, in old writing, that I may not have the correct initial in some cases.

Benedict I. Jarboe

Page 2, of the accounting by Ann Dawkins of Alexander's estate.

April 11th, 1837 4th accounting

Cash paid to Williams and Harrison
 " " Walter S. King
 " " John Hutchins
 " " James M. Dixon
 " " Benjamin M. Dixon
 " " Benjamin Parran, exec. for Thomas Parran
 " " J.J. Brooke (I.I.Y)
 " " H.L. Harrison
 " " Walter S. King
 " " William Ireland

Accounting signed by a court official--U.C. Colr. Or is that Calvert of Register of wills was then A. D. Dalrymple
 In another place on paper name of register is signed James A.D. Dalry

5th accounting missing. Below is 6th accounting August 13, 1839

Cash paid to John Hutchins
 " " Benjamin Parran
 " " William O. Dawkins
 " " William Ireland
 " " William O. Dawkins
 " " Young Parran
 " " J.D. Ward
 " " John D. Ward
 " " " " "
 " " " " "
 " " William Ireland, collector

On July 6th 1839 Benjamin Parran and Nathaniel D. Jollers signed an inventory of the slaves of Alexander Dawkins. There were 18 slaves, valued at \$5950. Prices ranged from \$50 for an 8 months old girl to \$650 for 3 young men, each price. Ages of men from 25 to 29 years. A young woman of 27 was valued at \$575-- a 17 yr. old girl at \$400. On August 29th 1826, an inventory of chattels and personal estate of Alexander Dawkins was given to the court by Young Parran and George W. Smith, J.M. Baden was then register of wills.

The inventory included household goods, slaves, stock, farm implements, etc.

Sample prices; sow and 6 pigs--\$3.00-- 6 cows with calves \$42.00
 yoke of broke oxen, \$25.00--20 sheep, \$25.00. Beds were valued from \$15 to \$25 and \$35; 12 breakfast plates were valued at \$1.00

Page 3 of the Ann Dawkins accounting of her husband's (Alexander) estate.

A cracked old paper in marked, "Notes due Ann Dawkins".

George W. Smith, administrator of Ann Chew, use of James C. Sedwick, versus John Clare, October term 1826.

Paid Jan. 19, 1819, Judgement against William Clare

On Oct 15, 1831, James C. Sedwick acknowledged a claim to Ann Dawkins.

April 28, 1832, J. J. Brooke, attorney, signed receipt for money paid to heirs of the late Captain Walter Smith, by John Clare and others, Ann Dawkins paid \$50000 as part payment of her debt to the estate.

Joseph Smith, use of Philemon Chew versus John Clare. same, versus Wm. Clare. same, versus Ann Dawkins, April 15, 1831, received sum of the Susquehanna Bridge and Bank Co.

October 12, 1831, Ann Dawkins paid \$380 to heirs of Captain Walter Smith. Part was used to pay judgement of Captain J. C. Sedwick.

On August 19, 1839, the county clerk made affidavit that these notes were true copies, signed by William Hance, clerk of the Calvert county court.

8. Capt. Peter Johnson (Exhibit D1) died in 1655 leaving the 265 acre tract to his wife, Anne Johnson. On the eve of her remarriage to William Dorrington, Anne made a pre-nuptial Will that granted the 265 acre tract to her eldest son, Peter. Anne Johnson's daughter, Mary Johnson, sister to Peter and James, then married an English sea captain, Roger Baker, who purchased the escheat 260 acres (Exhibit D5) after his brother-in-law, James, died. Roger Baker and Mary Johnson Baker had two daughters. Roger Baker took his family back to England where he died in 1688. He willed "Brewhouse" to his two daughters, Honor and Mary. After the death of Honor Baker, Mary Baker became the sole owner of the "Brewhouse" tract. She married lawyer, Thomas Johnson, and they both went to America to her 260 acre "Brewhouse" tract in 1690. When Thomas Johnson was charged with treason in 1702 he mortgaged "Brewhouse" to Capt. Richard Smith for bail money and to return to England to purchase wares to sell, leaving Mary and their 1 year old baby, Thomas Johnson, Jr., at "Brewhouse" under the watchful care of adjacent neighbor, Capt. Richard Smith.

9. Certified Exhibit D6 "Brewhouse" mortgage portion that is addressed in Capt. Richard Smith's Will, has been typed on Page 13. When this Will was made on 31 July 1710, Thomas Johnson, Jr., was only 9 years old. When Thomas Johnson finally returned after being a prisoner of the Spaniards, he found that his wife died a short while before his return. He only lived a short period thereafter leaving his only son born 19 February 1702, orphaned at age 12. Joshua Sedwick of the "Neighborhood" tract took Thomas Johnson, Jr., into his household and raised and educated him along with his children. Thomas Johnson, Jr., then married on 12 March 1725, to Joshua Sedwick's daughter, Dorcas Sedwick, born on 2 November 1705. They moved away to Cecil County, Maryland, and then returned with their first four surviving children, Governor Thomas Johnson being the youngest when they returned to the inherited, free of a mortgage. "Brewhouse" where the other seven surviving children were born.

PREROGATIVE COURT (WILLS) 14 -- EXHIBIT D6

CAPT. RICHARD SMITH'S "BREWHOUSE" MORTGAGE

PAGE 84 - 19 MARCH 1714

WILLED TO THOMAS JOHNSON, ET AL.

In the name of God, Amen. I Richard Smith of St. Leonards in the Province of Maryland in sound & perfect memory, make this my last Will and Testament in manner & form following; ----- etc. etc. -- For as much as the Land that Mr. Thomas Johnson & Mary his wife lives upon & is under Mortgage to me, & the sum which I have paid is but 3,776 pounds of Tobacco & 51 pounds, 12 shillings sterling money, which sum of tobacco & money together with the interest, is not a valuable consideration for that Tract of Land, nor do I perceive any probability that it ever will be redeemed by said Mr. Johnson, therefore to do justice, I hold it reasonable, and my will is that the aforesaid money & tobacco, with the interest, be esteemed in justice, Equal with the Reversion or Remainder in case of want of issue, therefore, I give unto Thomas Johnson & to Mary his wife, all my Right, Title & Interest into the said Plantation & every part & parcel thereof to them & either of them for so long as either of them lives, & after the decease of them both, I give the same unto Thomas Johnson, Junior, son of Thomas Johnson & Mary his wife, all my Right, Title and Interest to the aforesaid Plantation that the said Thomas & Mary now live upon unto the said Thomas Johnson, Jr., & to the heirs of his body lawfully begotten, & for want of such heirs after the death of him the said Thomas Johnson, Junior, my will is that the Land & Plantation be & go & I do hereby give the same to my son Walter Smith & the lawful heirs of his body for ever & for want of such heirs, I give the same unto my son Charles Somersett Smith & his heirs forever. -----

10. Certified Exhibit D7 is the result of a request by Thomas Johnson, Jr., in January 1748 to have his "Brewhouse" inherited land re-surveyed to see if there was more land than the Tax Assessed 260 acres stated in his grandfather's 25 October 1672 Patent to "Brewhouse." (Certified Exhibit D5) His grandfather's Patent actually enclosed 400 acres, not counting the two cove land acreages or counting Johnson's Hollow land which when counted, increased the enclosed boundary lands to 450 acres.

NOTE: "Brewhouse" Taxable acreage in 1782 was 354 acres (land covered by water was not taxable). When Alexander Dawkins bought "Brewhouse" on 29 August 1805, the above water surveyed acreage was stated to be 342½ acres.

11. Certified Exhibit D7 has been typed on Pages 15 and 16 and a Plat, Page 17, has been made of the re-survey metes and bounds. The taxable acreage enclosed by the survey stated data is only 199 acres, not the 260 acres stated for the re-survey. The Plat shows that there are more than one error in these metes and bounds transposed from surveyor data to this document of the Land Office. It appears the Maryland Office Clerks bent over backwards to state there was no, "contiguous vacant land" beyond the "260 acres" wrongly stated in the original grant and patent to Roger Baker, 77 years previously.

12. Since no land can be taken from a person by warrant of re-survey where the person already owns the land by Patent from Maryland, and, the Proprietor's Land Office can not repatent land that has been patented and has not escheat, it is obvious that Certified Exhibit D7 is nothing but a Maryland Office "Quitclaim" of part of "Brewhouse" by the Proprietor to Thomas Johnson, Jr.

EXHIBIT D7 CERTAINLY IS NO PROOF THAT THE TWO COVE LANDS OF "BREWHOUSE" ARE NOW OWNED BY THE STATE OF MARYLAND AND NOT OWNED BY THE TWO MARQUARDTS.

THE 25 OCTOBER 1672 PATENT IS THE ONLY LEGAL PATENT TO THE "BREWHOUSE COVE LANDS."

LAND OFFICE (Patents) TI #3 - EXHIBIT D7

"BREWHOUSE" - "QUIT-CLAIM"

PAGES 322 - 324 - 14 JULY 1749

THOMAS JOHNSON - Warrant of Re-Survey

Charles Etc. Know Ye That Whereas Thomas Johnson of Calvert County by his humble petition to our agents for Management of Land Affairs within this Province, Did set forth that he was seized in fee of and in a tract or parcel of Land called The Brewhouse lying and being in the County aforesaid -- Originally on 25 October 1672 granted unto a certain Roger Baker for 260 acres under new rent which said Tract by sundry mesne conveyances, alienations and mutations of possession, became the Right of the petitioner, who on a late inspection into the bounds thereof, was apprehensive some Errors had been committed in the Original survey and that there might be some vacant land thereto contiguous and for as much as he was desirous to correct the errors & add the contiguous vacancy, humbly prayed a Special Warrant to Re-Survey the aforesaid Tract for that intent & purpose and that on return of a certificate of such Re-Survey he making good rights to the vacancy added and complying with all other requisites might have our Grant of Conformation issue (Quitclaim Deed) unto him thereon which was granted him and accordingly by a Warrant on 24 February 1748 unto him for that purpose did issue. In pursuance Whereof, it is certified into our Land Office that the aforesaid Tract or Parcel of Land is Re-Surveyed by which it appears the same still contains the exact quantity of 260 acres. We do therefore hereby Grant and Confirm unto him the said Thomas Johnson, all that the aforesaid Tract or Parcel of Land now Re-Surveyed and still called The Brewhouse situate, lying and being in the County aforesaid. Beginning at a small point on the West side of a Hollow called Johnson's Hollow where the beginning Tree of the Original Survey was deemed to stand and running from thence, North 59° East 25 perches to a Cove called Vietches Cove, then bounding with said Cove and St. Leonards Creek according to Original Survey, then following courses and distances Viz. North 80° East 16 perches, South 71° East 30 perches, East 28 perches, North 82° East 14 perches, South 53° East 20 perches, South 43° East 32 perches, South 63° West 25 perches, South 30° West 36 perches, South 44° East 28 perches,

South 13° East 31 perches, South 77° West 42 perches, North 66° West 12 perches, North 77° West 20 perches, South 88° West 46 perches, South 56° East 30 perches, South 67° East 44 perches, South 58° East 16 perches, South 12° East 9 perches, South 28° West 13 perches, West 5° South 58 perches, South 59° East 43 perches, South 42° West 32 perches, South 35° West 41 perches, North 72° West 54 perches, South 72° West 22 perches, North 75° West 10 perches, South 60° West 35 perches, North 15° West 35 perches, South 61° West 24 perches, North 27° West 21 perches, North 85° West 15 perches, then, North 51° West 25 perches to the head of a Cove formerly called Stone's Cove, But now called Donkasters Cove, then with a straight line to the first Beginning. Containing and now laid out for 260 acres of land more or less according to the Certificate of Re-Survey thereof taken and returned into our Land Office bearing Date 10 May 1749 and there remaining together with all Rights provide, benefits and privileges thereunto belonging, Royal Mines excepted. To have and to hold the same unto him the said Thomas Johnson his heirs and assigns for ever to be holden of us and our heirs as of our Manor of Calverton in free and common Soccage by fealty only for all manner of Services yielding and paying therefore yearly unto us and our heirs at our receipt at our City of St. Marys at the two most usual Feasts in the year Viz. the Feast of the Annunciation of the Blessed Virgin Mary and St. Michael the Arch Angel by even and equal portions the Rent of 10 shillings and 5 pence Sterling in silver or gold and for a fine upon every Alienation of the said land or any part or parcel thereof one whole years rent in Silver or Gold or the full value thereof in such commodities as we and our heirs or such Officer or Officers as shall be appointed by us and our heirs from time to time to collect and receive the same shall accept in discharge thereof at the choice of us and our heirs or such Officer or Officers aforesaid, provided that the said sum for a fine for alienation shall not be paid unto us and our heirs or such Officer or Officers aforesaid before such alienation and the said alienation entered upon Record either in the Provincial Court or County Court where the same parcel of Land lieth within one month next after such alienation then the said alienation shall be Void and of no Effect. Given under our great Seal of our said province of Maryland 14 July 1749. Witness our trusty and well beloved Samuel Ogle, Esqr. Lieut. General and Chief Governor of our said Province of Maryland, Chancel^r & Keeper of the Great Seal thereof.

THOMAS JOHNSON PATENT OF RESURVEY
for PART OF "The BREWHOUSE"

C5 - 10 May 1749 BY&GS 1 - Pages 145-146

OBSOLETED BY

D5 - 14 July 1749 TI #3 --- Pages 322-324

REASON FOR THIS RESURVEY?

BOUNDARY DISPUTE OVER ENCROACHMENT

CULTIVATIONS

ROGER BAKER'S 25 October 1672 "BREWHOUSE" Patent states:

"one tract of land lying on the North side of Patuxent River near a Creek called St. Leonard's Creek. Beginning at a marked Oak in the woods near a Hollow called Johnson's Hollow, bounding on the North with the Hollow and a line drawn East into the said Creek from the said Hollow, on the East with the said Creek, on the South with the said Creek, on the West with the land of William Stone, Esquire. Containing by estimate, 260 acres more or less."

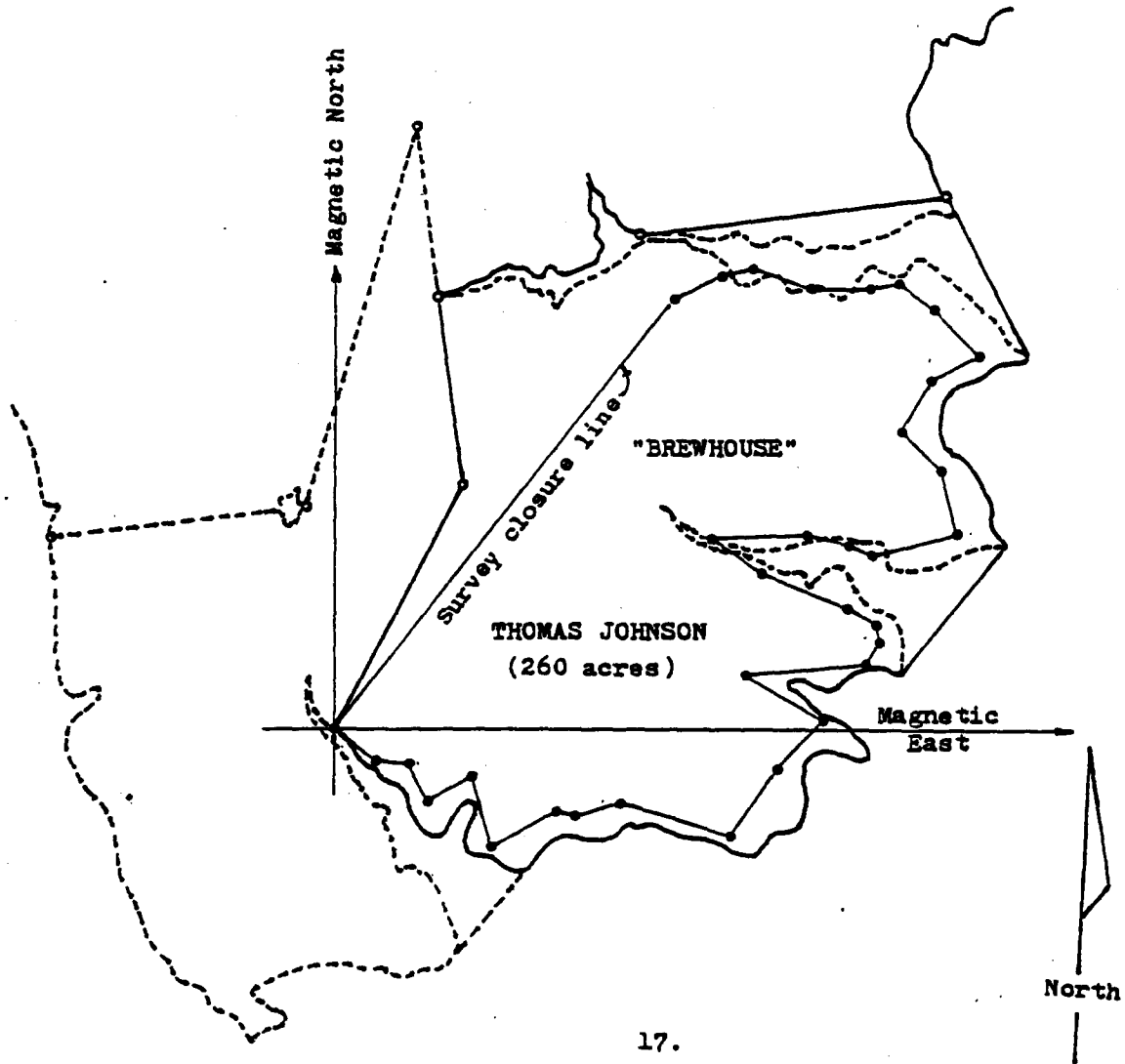
THOMAS JOHNSON'S 14 July 1749 "BREWHOUSE" Patent states:

"Beginning at a small point on the West side of a Hollow called Johnson's Hollow where the beginning Tree of the Original Survey was deemed to stand and runing from thence, North 59° East 25 perches to a Cove called Vietches Cove, then bounding with said Cove and St, Leonards Creek according to Original Survey, then following courses and distances Viz. - - - -, then, North 51° West 25 perches to the head of a cove formerly called Stone's Cove, but now called Donkaster's Cove, then with a straight line to the first Beginning. Containing and now laid out for 260 acres of land more or less according to the Certificate of Re-Survey thereof taken and returned into our Land Office bearing Date 10 May 1749 and there remaining together with all Rights provide, benefits and privileges thereunto belonging, Royal Mines excepted."

PLAT OF THOMAS JOHNSON'S INHERITED "BREWHOUSE"

SCALE: 1" = 1200 feet

NOTE: Enclosed area of survey data is 199 acres (by planimeter measurements), not the 260 acres stated. There appears to be a few errors in the metes and bounds transposition from the surveyor's data to the Quitclaim document.



MARYLAND REPUBLICAN NEWSPAPER

Annapolis, 26 October 1816 to 18 December 1816 last printing of Ad

SHERIFF'S SALE

By virtue of a writ of Venditioni exponas issued out of the court of appeals, and to the directed, will be exposed to public sale at St. Leonards Creek, on Monday the 30th instant, all that tract of land lying in Calvert county, and known by the name of the brewhouse, containing three hundred and forty-two acres and one quarter of an acre, taken as the property of William C. Dawkins, administrator of Alexander Dawkins, and sold to satisfy a judgment and cost due Samuel Chew, administrator of Susanna Smith, use of John H. Chew, for cash, at 11 o'clock, A. M.

MARSHAM PARKER,

Late Sheriff of Calvert, county.

December 18.

Sw

Sheriff's Sale.

By virtue of a writ of venditioni exponas issued out of the court of appeals, and to the directed, will be exposed to public sale at St. Leonards Creek, on Monday the 30th instant, all that tract of land lying in Calvert county, and known by the name of the brewhouse, containing three hundred and forty-two acres and one quarter of an acre, taken as the property of William C. Dawkins, administrator of Alexander Dawkins, and sold to satisfy a judgment and cost due Samuel Chew, administrator of Susanna Smith, use of John H. Chew, for cash, at 11 o'clock, A. M.

Marsham Parker,

Late Sheriff of Calvert county.

December 18.

Sw

EXHIBIT E-8

Maryland State Archives
350 Rowe Boulevard
Annapolis, MD 21401
(410) 974-3914 FAX (410) 974-3895

Certified Photo Duplication Request

Tracking No. 15968

Circno: 5,359

Patron: Marquardt

I, Edward C. Papenfuse, Archivist of the State of Maryland do hereby certify that the attached reproduction is a true and accurate copy of the following record which is preserved in the custody of the Maryland State Archives.

MSA No: S387

COURT OF APPEALS
(Judicials, Western Shore)
Chew vs. Dawkins, 1812-1813 [MdHR 697-9, 1-64-8-36]

As witness my hand and the seal of the Hall of Records Commission of the State of Maryland as authorized by Section 9-1009, State Government Article, Annotated Code of Maryland, 1984 edition, as amended to date.

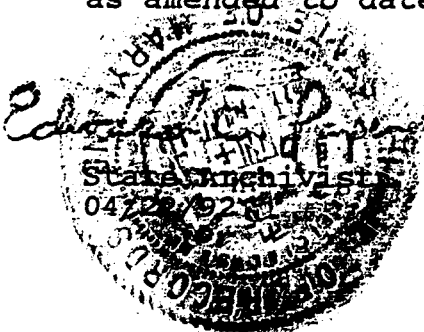


EXHIBIT E-9

Maryland State Archives
350 Rowe Boulevard
Annapolis, MD 21401
(410) 974-3914 FAX (410) 974-3895

Certified Photo Duplication Request

Tracking No. 15968

Circno: 5,360

Patron: Marquardt

I, Edward C. Papenfuse, Archivist of the State of Maryland do hereby certify that the attached reproduction is a true and accurate copy of the following record which is preserved in the custody of the Maryland State Archives.

MSA No: S383

COURT OF APPEALS
(Habeas Corpus Applications)
Chew vs. Dawkins, 1816 [MdHR 697-9, 1-64-8-36]

As witness my hand and the seal of the Hall of Records Commission of the State of Maryland as authorized by Section 9-1009, State Government Article, Annotated Code of Maryland, 1984 edition, as amended to date.



EXHIBIT E-10

SAMUEL CHEW, Administrator
of Susanna Smith. Use of
John H. Chew

vs.

WILLIAM C. DAWKINS, Admin.
of Alexander Dawkins

* MARYLAND COURT OF APPEALS
* Records of:
* No. 01 May, Term 1812 (Fieri Facas)
* No. 45 Dec, Term 1812 (Venditioni Exponas)
* No. 17 Dec, Term 1815 (Venditioni Exponas)

MARYLAND, sc.

The STATE of MARYLAND to the Sheriff of Calvert County, GREETING.

WHEREAS at a County Court begun and held at Prince Frederick Town in and for Calvert

County on the second monday of October in the year of our Lord one thousand eight hundred and ten, a certain Samuel Chew Administrator of Susanna Smith by the judgment of the said court, recovered against a certain William C. Dawkins late of Calvert County yeoman otherwise called William C. Dawkins of Calvert County and State of Maryland Administrator of all and singular the goods and chattels, rights and credits which were of Alexander Dawkins late of said County, deceased, at the time of his death who died intestate as it is said, as well the sum of one thousand seven hundred and thirteen pounds seven shillings and eight pence, current money, a certain debt, as the sum of eight dollars and twenty cents and one third of a cent, for his damages which he had sustained, as well by reason of the detention of that debt, as for his costs and charges by him about his suit in that behalf laid out and expended, to be levied of the goods and chattels which were of the said Alexander Dawkins at the time of his death in the hands of the said William C. Dawkins remaining to be administered if the said William C. Dawkins so much goods and chattels which were of the said Alexander Dawkins at the time of his death in his hands to be administered had, and if so much thereof in his hands to be administered he had not, then the aforesaid sum of seventeen hundred and thirteen pounds seven shillings and eight pence current money Debt, and eight dollars twenty & one third cents Damages and Costs to be levied of the proper goods and chattels of the said William C. Dawkins as by inspecting the record of proceedings of the same court, brought before the Court of Appeals for the Western Shore, at the city of Annapolis, by reason of errors alleged to have been therein, manifestly appears: And

WHEREAS it hath been adjudged in the said Court of Appeals, at the city of Annapolis aforesaid, on the third monday in December in the year of our Lord one thousand eight hundred and eleven, that the said judgment, given in form aforesaid, be in all things affirmed and ratified, and that the said Samuel Chew Administrator as aforesaid, might have execution against the said William C. Dawkins Administrator as aforesaid, for as well the debt, damages, costs and charges aforesaid, as adjudged unto him in the said County court, as also for the sum of ten dollars and seventy five cents for his damages, costs and charges, by him sustained by reason of delaying the execution of the judgment aforesaid, by means of the prosecuting a certain writ of the said state by the said William C. Dawkins Administrator as aforesaid before the said Court of Appeals, for the correcting of errors of and upon the premises; to be levied as aforesaid and soforth, as of record it likewise appear-eth:

THEREFORE you are hereby commanded that of the goods and chattels which were of the said Alexander Dawkins at the time of his death, in the hands of the said William C. Dawkins Administrator as aforesaid remaining to be administered in your bailiwick being, you cause to be made the Debt, Damages costs and charges aforesaid, if the said William C. Dawkins hath so much goods and chattels which were of the said Alexander Dawkins at the time of his death in his hands to be administered, and if he hath not so much thereof in his hands to be administered, then the Debt, damages, costs and charges aforesaid to be levied of the proper goods and chattels of that said William C. Dawkins and have you those sums of money before the said Court of Appeals, to be held at the city of Annapolis on the first monday in December next, to render unto the said Samuel Chew Administrator as aforesaid, the debt, damages, costs and charges aforesaid.

HEREOF fail not at your peril, and have you then and there this writ.

WITNESS the Honourable Jeremiah Townley Chase, Esquire, Chief Judge of the Court of Appeals, the twenty fifth day of May in the year of our Lord one thousand eight hundred and twelve.

Issued the 26 day of May 1812

(Reynolds)

Thomas Harris, Junior, Clerk

EXHIBIT E-11

SAMUEL CHEW, Administrator
of Susanna Smith. Use of
John H. Chew
vs. (Venditioni Exponas)
WILLIAM C. DAWKINS, Admin.
of Alexander Dawkins

* MARYLAND COURT OF APPEALS
* No. 45 1812/1813
*
*
*

APPRAISAL OF ALEXANDER DAWKINS'
SLAVES & "THE BREW HOUSE" DEED

We the Subscribers being Summond and Sworn by Marsham Parker Sheriff of Calvert County to appraise the Goods and Chattels, Lands and Tenements of William C. Dawkins Administrator of Alexander Dawkins, deceased, to satisfy a Judgment due Samuel Chew Administrator of Susanna Smith for the use of John H. Chew, do appraise the following property:

Viz.	Negro	Milley	---	32 yrs. old	-----	\$ 250
		Charles	---	about 9 or 10	-----	280
		Henny	---	4 yrs. old	-----	130
		Matilda	---	1½ " "	-----	90
		Alex	---	about 9 or 10	-----	280
		Sall	---	26 yrs. old	-----	300
		Pegg	---	about 10	-----	250
		Chaney	---	" 5	-----	140
		Maria	---	3	-----	120
		Miabl	---	25	-----	360

A Tract of Land called "The Brew House" begining at the head of a Cove called Dunkersten Cove & runing down & with the said Cove to St. Leonards Creek. Then North-erly & Easterly with the said Creek to a Cove called Veatches Cove, then up & with the said cove to the head thereof, then South Westerly to a post on a point near the said cove, then with a straight line to the begining.

Containing about 341½ Acres more or less. @ \$12/acre \$ 4107
\$ 6307

In Witness whereof we have here unto set our hands
this 28th day of November 1812 _____

John Turner
James J. Pattison
Kid Turner
John Mackall

SAMUEL CHEW, Administrator
of Susanna Smith, Use of
John H. Chew

vs. (Venditioni Exponas)

WILLIAM C. DAWKINS, Admin.
of Alexander Dawkins

*
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*
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*

MARYLAND COURT OF APPEALS
No. 17 1815/1816

Maryland, Sct. The State of Maryland to Marsham Parker, Esquire, late
Sheriff of Calvert County, Greeting;

(Same as Maryland Court of Appeals No. 45 of 1812/1813 to last paragraph)

Witness the Honorable Jeremiah Townly Chase, Esquire, Chief Judge
of the said Court of Appeals the fourth day of December in the year of
our Lord one thousand eight hundred and fifteen.

Issued the 23rd of January 1816.

(Reynolds)

Th. Harris, Jr., Clerk

Debt # 1713.7.8 current money	
Costs	\$ 8.20 $\frac{1}{2}$
Court of Appeals costs	\$10.75
Adm	2.20
	<hr/>
	21.15 $\frac{1}{2}$

Cal

To be released on payment of #856.13.10 current money with interest
thereon from the 5th of September 1805 till paid & the above costs.

Payment if any to be allowed.

Made the debt, interest & cost and plaintiff satisfied.
Marshaam Parker, late Sheriff

Received 30th December 1816 of Mr. William C. Dawkins the amount of
Debt, Interest & Costs to this date in full of the within Venditio.

Samuel Turner

EXHIBIT E-13

ALEXANDER DAWKINS' "PROPER GOODS AND CHATTELS LEVIED" BY MARSHAM PARKER, ESQUIRE, SHERIFF OF CALVERT COUNTY, EXHIBITED AT CASE No. 45 DECEMBER TERM 1812.

We the Subscribers being Summond and Sworn by Marsham Parker, Sheriff of Calvert County to appraise the Goods and Chattels, Lands and Tenements of William C. Dawkins, Administrator of Alexander Dawkins, deceased, to satisfy a Judgment due Samuel Chew, Administrator of Susanna Smith for the use of John H. Chew, do appraise the following property:

Viz.	Negro	Milley	.....32 yrs. old.....	\$ 250
		Charles	....about 9 or 10.....	280
		Henny	.....4 yrs. old.....	130
		Matilda	....1½ yrs. old.....	90
		Alex	.....about 9 or 10.....	280
		Sall	.....26 yrs. old.....	300
		Pegg	.....about 10.....	250
		Chaney	.....about 5.....	140
		Maria	.....3.....	120
		Niabl	.....25.....	360

A Tract of Land called "The Brew House" beginning at the head of a Cove called Dunkersten Cove & running down & with the said Cove to St. Leonards Creek. Then Northerly & Easterly with the said Creek to a Cove called Veatches Cove, then up & with the said Cove to the head thereof, then Southwesterly to a post on a point near the said Cove, then with a straight line to the beginning. Containing about 342¼ Acres more or less.

@ \$12/acre.... \$ 4,107
\$ 6,307

In Witness whereof we have here unto set our hands
this 28th day of November 1812 _____

John Turner
James J. Pattison
Kid Turner
John Mackall

Not sold for want of bidders. Marsham Parker, Sheriff

MARYLAND, sc.

The STATE of MARYLAND to Marsham Parker, Esquire, Sheriff of Calvert County,
GREETING;

(The first two WHEREAS paragraphs are identical to aforesaid Case No. 01 of 25 May 1812 issued 26 May 1812.) And

WHEREAS also on the twenty sixth day of May in the year of our Lord one thousand eight hundred and twelve your predecessor was commanded that of the goods and chattels which were of the said Alexander Dawkins at the time of his death in the hands of the said William C. Dawkins, Administrator as aforesaid, remaining to be administrated, in your bailiwick being, & he should cause to be made the debt, damages, costs and charges aforesaid if the said William C. Dawkins had so much of the goods & chattels which were of the said Alexander Dawkins at the time of his death in his hands to be administered; and if he had not so much thereof in his hands to be administered, then the debt, damages, costs and charges aforesaid to be levied of the proper goods and chattels of the said William C. Dawkins; and that he should have these sums of money before the said Court of Appeals to be held at the City of Annapolis on the first monday in December then next, to render unto the said Samuel Chew, Administrator as aforesaid, the debt, damages, costs and charges aforesaid; On which said first monday in December in the year of our Lord one thousand eight hundred and twelve, you made return to the said Court of Appeals, that by virtue of the said writ in form aforesaid directed; and to you delivered,

EXHIBIT E-14

you had taken the following negro slaves, to wit: Milley thirty two years old, Charles about nine or ten years old, Henny four years old, Matilda one and a half year old, Alex nine or ten years old, Sall twenty five years old, Pegg about ten years old, Chaney about five years old, Maria three years old and Maile twenty five years old — also a tract of land called "The Brew House", beginning at the head of a cove called Dunkersten cove & running down and with the said cove to St. Leonards Creek; then Northerly & Easterly with the said creek to a cove called Veatches cove, then up and with the said cove to the head thereof, then Southwesterly to a post on a point near the said cove, then with a straight line to the beginning, containing about three hundred and forty two acres and one quarter of an acre more or less, of the goods and chattels, lands and tenements of the said William C. Dawkins, Administrator as aforesaid: in your bailiwick being, to satisfy unto the said Samuel Chew, Administrator as aforesaid the debt, damages, costs and charges aforesaid in the said writ mentioned, which said goods and chattels, lands & tenements remained in your hands unsold for want of bidders, so that the said debt, damages, costs and charges you could not have as you were by the said writ commanded.

WHEREFORE you are hereby commanded that the said goods and chattels so as aforesaid taken you expose to sale, and the money therefrom arising you have before the said Court of Appeals to be held at the City of Annapolis on the last monday in May next to render unto the said Samuel Chew, Administrator as aforesaid the debt, damages, costs & charges aforesaid, and all such costs as have accrued on the said writ of Fieri facies; and how you shall execute this writ you make appear unto the said Court of Appeals at the place the day aforesaid, and have you there then this writ.

WITNESS the Honourable Jeremiah Townley Chase, Esquire, Chief Judge of the said Court of Appeals the seventh day of December in the year of our Lord one thousand eight hundred and twelve.

Issued the 5th of April 1813.

(Reynolds)

Thomas Harris, Junior, Clerk

Not sold for want of bidders. Marsham Parker, Sheriff

MARYLAND, sc.

The STATE of MARYLAND to Marsham Parker, Esquire, late sheriff of Calvert County, GREETING:

(The first three WHEREAS paragraphs and the WHEREFORE paragraph are identical to the aforesaid Case No. 45 of 7 December 1812 issued 5 April 1813.)

WITNESS the Honourable Jeremiah Townley Chase, Esquire, Chief Judge of the said Court of Appeals the fourth day of December in the year of our Lord one thousand eight hundred and fifteen.

Issued the 23rd of January 1816,

(Reynolds)

Thomas Harris, Junior, Clerk

Received 30th December 1816 of Mr. William C. Dawkins, the amount of Debt, Interest & Costs to this date in full of the within Venditio.

Samuel Turner

Made the Debt, Interest & Costs and Plaintiff satisfied.

Marsham Parker late Sheriff

ALEXANDER DAWKINS' DEED METES & BOUNDS FOR "THE BREWHOUSE"
AS ADJUDICATED BY THE COURT OF APPEALS ON 4 DECEMBER 1815

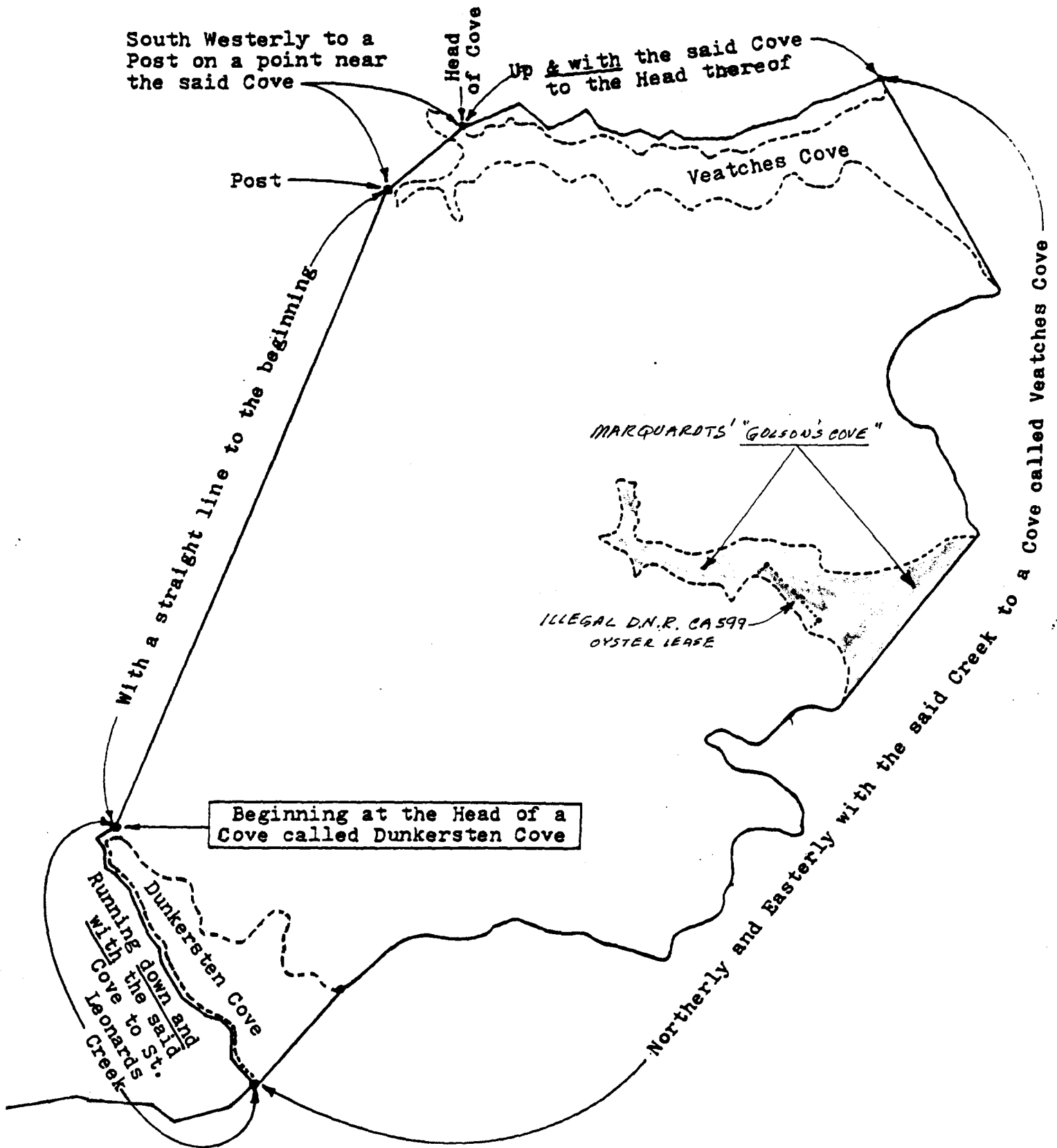


EXHIBIT E-16

STATE OF MARYLAND

COMMISSIONER OF LAND PATENTS

In the matter of the applications for Land Patents by Frank R. Marquardt and Mary A. Marquardt Warrant Applications Nos. 81 and 82

Opinions and Findings

On the first day of February, 1989 and on the 27th day of March 1989, the Commissioner of Land Patents received applications for warrants to resurvey property in the 1st Election District of Calvert County that the Applicants claim they own in fee simple.¹ One year later, on March 26, 1990, a certificate of survey, plat, and description for Warrant 81 encompassing approximately 16.033 acres were filed with the Commissioner. On March 29, 1990 a certificate of survey, plat, and description for Warrant 82 encompassing approximately 21.9 acres were filed with the Commissioner.

The Applicants seek a Patent for these lands which they claim are their own. They do so under the provisions of the Land Patent laws of Maryland which permit alleged owners of property to request a review of their claim and the issuance of a new Patent by the Commissioner.² The Applicants' intent, as expressed in their applications and in hearings held on the 9th day of August 1990, and the 6th day of September 1990, is to establish through the patent process what the boundaries of their properties are as claimed in Warrants 81 and 82, and to determine whether or not those boundaries encompass two coves of water patented prior to 1862 when the Commissioner's power to recommend the granting of future titles to land under water was revoked by the Maryland General Assembly.³ By coming to the Commissioner for

¹ Warrants 81 & 82. The Applicants' claim is based exclusively upon title derived by deeds from Belair Services recorded among the land records of Calvert County. CALVERT COUNTY (Land Records), ABE 256/373 (1979), ABE 296/001 (1983), and ABE 296/248 (1983).

² Section 13, Real Property Article, *Annotated Code of Maryland* (1989 cumulative Supplement).

³ *Laws of the State of Maryland ...*, 1862, Chapter 129. John Kilty in the Landholder's Assistant and Land-Office Guide ... 1809, p. 134-5, that it was the intent of resurveys generally to exclude lands under water. "... the warrant of resur[v]ey was permitted to be used to many advantageous purposes. Among these was the excluding of bad, and taking in of better lands, ... the exclusion of lands comprised in elder surveys; the obtaining allowance for

a review of their claim, the Applicants knowingly subjected their assertions to careful scrutiny by anyone who should have an objection (sometimes called Caveators), and surrendered any title they might have in the properties in question to the Commissioner for a decision as to whether or not there was any land that could be regranted to the Applicants by way of a Land Patent.

As early as July 17, 1978 the Applicants were advised by counsel that they should proceed with the examination of their claims by the Commissioner, but they chose not to do so for over a decade.⁴ The Applicants were well-advised to approach the matter of a resurvey Patent cautiously. Bringing such a question before the Commissioner is an irrevocable step on the part of an applicant, once the process has reached the stage of the issuance of an opinion by the Commissioner.

Land Patents are the first link in the chain of title of ownership of land in Maryland. Maryland began in 1632 as the private and exclusive property of the head of one family, the Calverts, Irish Barons of Baltimore. When the King granted Maryland to Lord Baltimore on June 20, 1632, making him the *Lord Proprietor* of Maryland, he did so absolutely and without qualification with regard to the right to grant and, as in this case, regrant land. That power has passed undisturbed to the Commissioner acting on behalf of the State.

The language of the Charter of Maryland is archaic but clear with regard to Lord Baltimore's right to grant and regrant land as he saw fit:

And Further, of Our special grace, and of Our certaine knowledge, and meere motion, Wee have given granted, and confirmed, and by these Presents for Us, Our Heires and Successors, doe give, grant, and confirme unto the said now Lord *Baltemore*, his heires and assignes, full and absolute licence, power, and authoritie, that hee the said now Lord *Baltemore*, his heires and assignes, from time to time hereafter forever, at his, or their will, and pleasure, may assigne, aliene, grant, demise, or enfeoffe of the Premises to many, and such parts and parcells, to him or them that shall be willing to purchase the same, as they shall thinke fit, TO HAVE and to hold to them the sayd person, or persons, willing to take or purchase the same, their heires and assignes in fee simple, or fee taile, or for terme of life, or lives, or yeeres, to bee held of the said now Lord *Baltemore*, his heires, and assignes, by such services, customes, and rents as shalll seeme fit to the said now Lord, *Baltemore*, his heires and assignes; and not immediately of Us, Our Heires or Successors: and to the same person or persons, and to all and every of them Wee do give grant by these Presents for Us, Our Heires and Successors, licence, authoritie, and power, that such person or persons may take the premises, or any parcell thereof, of the aforesaid now Lord *Baltemore*, his heires or assignes, (and the same hold to themselves, their heires, or assignes, in what estate of inheritance soever, in fee simple, or in fee taile, or otherwise, as to them, and the now Lord *Baltemore*, his heires and assignes, shall seeme expedient) ...⁵

actual deficiency; for water comprehended in the first surveys, or for ground subsequently washed away. ...”

⁴ Letter of Larry D. Lamson to the Applicants, July 17, 1978, submitted into evidence by the Applicants which in part reads: “I have reviewed the material in connection with the above matter and believe that the only avenue open for you to pursue is to submit a claim to the Maryland Land Patent Office. To the best of my research there is no possible litigation at the Circuit Court level in Calvert County that would establish your title.”

Prior to 1776, the only serious challenge to Lord Baltimore's rights with regard to the issuance of land patents came in 1689 in the aftermath of the *Glorious Revolution* when Maryland became a Royal Colony. At that time Lord Baltimore's political power, such as the right to appoint the Governor of Maryland, was taken away, but not his power to grant Land Patents. In 1692, after one Royal Governor attempted to usurp Lord Baltimore's right to grant lands by forcefully removing all of his records, the Solicitor General of England, Thomas Trevor, argued persuasively that the governor had no right to do so:

I think it may be just & reasonable that [the records] should be restored to his Lo[rdship] again, and I do not see any prejudice can thereby happen to the parties by whom such Bills or Bonds [for land] were given, though they have not Executed their Warrants, nor had Certificates [of survey] return'd, for ye bonds cannot be put in Suit till the Ld Baltimore hath p[er]formed the Condition on his p[art] [to grant the lands for which the bonds had been given and the warrants issued].⁶

Between 1776 and 1781, the political powers of Lord Baltimore, which had been restored in 1715, and all of his rights relating to land in Maryland, were taken over by the State. The heirs of the last Lord Baltimore (among whom was the wife of the last Proprietary governor, Sir Robert Eden) attempted to wrest compensation for their losses from the State after the American Revolution, but without success. From 1781 onward the powers over land matters that were once held by Lord Baltimore were vested in the judges of the Land Office, a position that today is titled Commissioner of Land Patents.⁷

As John Kilty amply demonstrates in *The Landholder's Assistant*, by asking the Commissioner of Land Patents for a warrant of resurvey and pursuing the patent process to its conclusion, the Applicants, like all applicants before them, are in effect vacating any claim to a title they may have and placing that claim in the hands of the Commissioner for adjudication.⁸ The process is not unlike that experienced by a Gaelic chief of Ireland in the 16th century who was induced to sign an "indenture to recognize the king as his liege lord, [and then had] to apply for a crown grant of his lands This indenture comprised the first stage of what historians have called the policy of surrender and regrant."⁹

⁵ The Charter of Maryland, June 20, 1632, in *The Maryland State Archives 350th Anniversary Document Series*, 1982 [reprinted, 1990].

⁶ Public Record Office, London, Colonial Office 5, Vol. 724, pp. 67 ff. November 2, 1692, confirmed by the King the following February. Solicitor Trevor insisted, and the King agreed, however, that the "Records w[h]ich are of publick use to preserve ye Inhabitants Title to their Lands should be kept under ye Custody of the Gov[er]nor]. For an excellent discussion of the Revolution of 1689 in which Maryland became a Royal Colony but Lord Baltimore did not lose control over the granting of land, see: Lois Green Carr and David W. Jordan, *Maryland's Revolution of Government, 1689-1692* (Ithaca, N. Y., 1974).

⁷ Phillip Crowl, *Maryland During and After the American Revolution* (Baltimore, 1943). The transfer of power from Lord Baltimore to the State over Land Office matters see John Kilty, *The Land-holder's Assistant and Land-Office Guide*, ... 1808, pp. 299-316.

⁸ See John Kilty, *The Land-holder's Assistant and Land-Office Guide*, ... 1808, especially pp. 133-160.

Once an application for a resurvey Patent is made to the Commissioner, it is then up to the Commissioner to determine the validity of the claim and to sanction the issuance of a new patent if he should find the claim meritorious. If the applicants should disagree with the decision of the Commissioner, their only recourse is to appeal the decision in accord with the provisions set forth in the Real Property Article.¹⁰ The Applicants openly and under oath acknowledged the risk they were taking. That they did not take that risk lightly is evidenced by their eleven-year delay (1978-1989) in seeking the opinion of the Commissioner.

On August 9, 1990, at the public hearing, the Commissioner questioned the Applicants to see if they fully understood the implications of their application to the Commissioner. The Applicants agreed through their spokesperson that an application for a resurvey was nothing less than an owner surrendering his claim to property to the original grantor (once Lord Baltimore, now the State) so that the original grantor or his successor in law could review the claim and regrant the property on the basis of whatever the grantor might find to be the boundaries of the property. An applicant would do this in the hope that the original grant had been improperly surveyed and that a new survey would more accurately describe the property, possibly resulting in more land being discovered (known as a vacancy or vacancies) that they could claim as their property. But if, on the other hand, research or the resurvey were to find that an applicant had less property than claimed, or that the claim was without merit altogether for whatever reason, then there would be no further recourse, beyond the appeal process, but to accept the judgment of the State as rendered by the Commissioner.

That the Applicants realized the implications of their actions in seeking a warrant for resurvey, is clear from the sworn testimony found on pages 111-112 and 114-115 of the hearing held on August 9, 1990 where the Applicants agreed that, in a 17th century application for resurvey, a Mr. Golson gave up any previous claims he might have had to a piece of property in order to obtain a new patent.

COMMISSIONER: "... what land is Mr. Golson vacating?"

APPLICANT: "*Hap At A Venture.*" ...

COMMISSIONER: "He is vacating that. He is telling the proprietor [Lord Baltimore], "You can have it all back." So even if he had been given the coves, he has given it all back."

APPLICANT: "That's right." ...

...

COMMISSIONER: "... We have to have some ... common ground here."

⁹ Steven G. Ellis, Tudor Ireland: Crown, Community, and the Conflict of Cultures, 1470-1603, (London and N. Y.: Longman, 1985). Lord Baltimore's first grant and his peerage from the King was in Ireland where he initially intended to settle his colony. Only after failing in Ireland and in Newfoundland did the Calverts obtain a grant to Maryland from the King in which they made certain their power to grant and to regrant land was unqualified and absolute. See Bernard Christian Steiner, "The First Lord Baltimore and His Colonial Projects," Annual Report of the American Historical Association for the Year 1905, Vol. I, pp. 111-122.

¹⁰ Section 13-410, Real Property Article, Annotated Code of Maryland (1989 Cumulative Supplement).

APPLICANT: "Yes, sir."

COMMISSIONER: [referring to land grants before the American Revolution] "There is only one individual in the colony of Maryland that has the right to grant land, and that's the Lord Proprietor."

APPLICANT: "Correct."

COMMISSIONER: "And that grant comes through a land patent. No other way. If individuals have surrendered ... everything that they might have in the way of rights to a given area so that the Lord Proprietor could then regrant them land, we've got to look for the regrant of land; we can't look for it in deeds, or in wills."

APPLICANT: "Exactly."¹¹

The Applicants and the Objectors submitted a mass of material for review by the Commissioner. They have also participated in two days of hearings before the Commissioner which are recorded in a two-volume transcript. In addition, the Commissioner and Deputy Commissioner have conducted extensive research of their own in the records and on field visits in an effort to answer the questions raised both by the Applicants and the Objectors.¹²

Sorting out the Applicants' claims is no easy task. They have persistently blended conjecture and allegations with uncontested fact. They have submitted transcripts or facsimiles of documents, some of which they admit they have intentionally altered to 'clarify' the intent of the originals. Their submittals are replete with anachronistic, extraneous, and, at times, erroneous, references to persons, places, and documentary sources. Often matters of fact are unnecessarily obscured by a rhetoric that would seem to exceed the normal bounds of propriety and reason.¹³ There is also considerable doubt, documented by the hearing transcripts, as to

¹¹ See John Kilty, *The Land-holder's Assistant and Land-Office Guide*, ... 1808, pp. 133-160, on resurveys. Kilty indicates that the Lord Proprietor did feel obligated to guarantee any deficiency found in any grant surrendered for resurvey: "... the Privilege went, at first, no further than completing the quantity of the original grants, if they should be found deficient, by vacancy thereto adjoining, if to be found, and if not, by vacant land elsewhere. [p. 137]." The Applicants base their claim to title on deeds (see note 1 above) in which no acreage is stated and which are traceable back to a Patent (*Brewhouse*, 1672) for which all acreage (260 acres, more or less) is accounted for by a subsequent patented resurvey (also called *Brewhouse*, 1749, containing 260 acres, more or less) which fulfilled any obligation that the Proprietor may have acknowledged.

¹² See the records of Warrant Applications 81 & 82 on file at the Maryland State Archives. They are available for consultation in the public searchroom during normal business hours which, with the exception of holidays and Saturday lunch hours, are from 8:30 a.m. to 4:30 p.m. Monday through Saturday.

¹³ See the submittals of the Applicants in Warrants 81 and 82 at the Maryland State Archives. One specific example of mixing conjecture with fact is the Applicants' summary of their chain of title in which the Applicants state as fact that:

"Calvert County (Deed Abstracts) Book 2, Page 59 -- ... lists Benjamin Stanforth (deceased) as part owner of "Hap-at-a-Venture" which includes "Goldson's Cove", ...".

The record says no such thing. In full it reads:

"Deed from Charlotte M. Stanforth to Joseph P. Sollers all of Calvert County dated the 24th of August, 1866, conveys to Joseph P. Sollers in consideration of six hundred dollars all her right title, interest claim & estate of

the accuracy and the completeness of the surveys the Applicants were required by law to submit to support their claims, although the Commissioner concludes, acting under the broad discretion granted him under the Administrative Procedure Act in admitting evidence, that the Applicants and the surveyor acted in good faith and that the surveyor was competent to perform the survey for the purposes of the hearing.¹⁴

her the Said Charlotte M. Stanforth in & to a tract of land laid off & assigned her, as of her dower in the real Estate of her deceased husband Benjamin Stanforth, beginning at a stake in Veitches Cove & running South 15 1/2° West 40 P[erche]s to the road leading to the dwelling house, then South 64 1/2° East 96 P[erche]s to a stake in the valley, then North 36 East 19 1/2° PS to a stake in St. Leonards Creek, then with St. Leonard Creek, & Veitche's Cove to the Beginning Containing 48 1/2 acres."

Also at more than one point in the transcript of the hearings one of the Applicants admits that he altered copies of documents to amplify their meaning. He even admitted to writing on an original record dating from the 17th century in order to identify its alleged relationship to other records he submitted as support for his application. (Hearing Transcript, August 9, 1990, p. 40 and p. 270). Furthermore, in support of their application the Applicants submitted altered copies of patent records. Specifically, they caused to be recorded among the land records of Calvert County, ABE 430/728-729 two pages copied from LAND OFFICE (Patent Record) 4, pp.149-150 and one page copied from LAND OFFICE (Patent Record) ABH, p. 362, in which the word 'southwest' is crossed out. The word 'southwest' is not crossed out on the original patent records. They then submitted certified copies of the altered copies from the Calvert County Circuit Court as part of the record in these proceedings. These same altered copies were submitted again for the record on January 19, 1990 and on April 16, 1990.

Typical of the rhetoric found in the submittals of the applicants is a communication to the Commissioner from one of the Applicants dated 2 October 1990 in which reference is made to one of the opposing lawyers: "[she] has the pompous (self-important) gall to 'move' that [the Commissioner] should not receive the critiques of her evidence you asked me to give you, and you alone, after the hearings were closed, ...", or in which an affidavit that the Commissioner permitted to be entered into the record is characterized as 'libelous' and "nothing but part of the planned 'smear ...' campaign initiated by attorneys of the 'objectors'".

¹⁴ Counsel to the Commissioner, Richard Israel, addresses these questions in his letter of advice of August 31, 1990:

This is in response to your request concerning the admission of the testimony of the applicant's surveyor in a land patent proceeding. As it is undisputed that the surveyor does not meet the qualifications prescribed by the land patent law, the question has arisen whether the surveyor's testimony and his survey can be admitted as evidence. If you are satisfied that the applicant, the surveyor and your office have acted in good faith and that the surveyor is competent to conduct the survey required by the warrant, it is my view that you may allow the surveyor to testify and to admit the survey.... Only when an attorney for one of the objectors noticed that the surveyor's seal on the survey identified him as a property line surveyor was the issue raised. Because the proceeding was well underway, you elected to continue rather than dismiss the matter or require a new survey. However, as a result of a formal objection, the question has arisen whether the surveyor can be allowed to testify and his survey admitted as evidence. Also, the State has asked that the matter eventually be dismissed on the grounds that the surveyor does not have the statutory prescribed qualifications.

The definition of "surveyor" was first introduced in the land patent law in the revision of that law which was enacted in 1967. Ch. 355, Laws of Maryland, 1967. At that time the term referred to the county surveyor, or, if there were no such official, "any person authorized to practice land surveying." The reference to county surveyors was deleted in the general revision of the land patent law which was enacted in 1967. Ch. 915, Laws of Maryland, 1976. ... Whatever the intent, it is quite clear, as Ms. Shultz has previously advised, that an applicant must select a professional land surveyor. See letter of August 30, 1984 from Assistant Attorney General Catherine M. Shultz to Dr. Edward C. Papenfuse. However, where this has not been done and the applicant, the surveyor and your office have acted in good faith, you may allow the surveyor to testify and to admit the survey as evidence ...

Certainly there is no statute or rule of law which expressly declares that a surveyor who is not a land surveyor is

It is within the prerogative of the Commissioner, however, to address the more general questions raised by Warrant Applications 81 & 82.¹⁵ Those questions are:

1) as private individuals, do the Applicants have the right to claim either or both of the areas of submerged land under the two coves shown on maps and plats as adjoining the Cape Leonard Subdivision,

and

2) is there sufficient justification for the Applicants or anyone else to apply for a patent for any of the fast land (land above mean high tide) between the water's edge and the lot lines shown on the various recorded plats of the Cape Leonard Subdivision.¹⁶

A careful review of the evidence indicates that at no time prior to 1862 did either the Lord Proprietor or the State of Maryland issue a still valid patent encompassing the land under the two coves claimed by the Applicants. No matter how the Applicants try to fit the existing evidence to their claim that the land under the coves was always intended to be a part of a 1672 Patent to a tract called *Brewhouse*, they fail at every turn. Even if the holder of a patent granted prior to 1672 thought that it encompassed the land under the two coves, he surrendered that

incompetent to testify at a land patent proceeding. Of course, it is true that the land patent law unquestionably requires that the surveyor selected by the applicant be a professional land surveyor under the Maryland Professional Land Surveyors Act. However, this act makes it quite clear that property line surveyors are required to have the same general qualifications as land surveyors and may perform the kinds of surveys that are required in land patent proceedings. As the Commissioner is himself regarded as an authority in land patent matters and has broad authority under the Administrative Procedure Act, it is my view that you may allow a surveyor who is a property line surveyor to testify at a land patent proceeding and to admit his survey into evidence.

¹⁵ *Ibid.*

*The land patent law provides that hearings before the Commissioner are conducted in accordance with the Administrative Procedure Act. Real Property Article, Sec. 13-406. Under this Act, an agency "may admit probative evidence that reasonable and prudent individuals commonly accept in the conduct of their affairs and give probative effect to that evidence." State Government Article, Sec. 10-208(b). Although an agency "may exclude evidence that is ... incompetent", Sec. 10-208(c), it apparently is not required to do so. Thus, administrative agencies are not bound by technical rules of evidence but are required to observe basic rules of fairness. *Dal Maso v. Board of County Commissioners*, 238 Md. 333, 337 (1965) and *Fairchild Hiller Corp. v. Supervisor of Assessments*, 267 Md. 519, 524 (1973). Accordingly, it has been held that in an administrative disciplinary proceeding, evidence which is obtained in violation of the Constitution may be admitted in the absence of bad faith. *Sheetz v. Mayor and City Council of Baltimore*, 315 Md. 208, 209-210 (1989). Even under the strict rules of evidence, which apply in judicial proceedings, the general rule is that all persons are competent to testify except those who are expressly excluded, either by statute or some rule of law. *Maryland Legal Encyclopedia*, Witnesses, 21. Moreover, the question of competence of a witness is primarily a matter for the court. *Saldiveri v. State*, 217 Md. 412, 419 (1958).*

¹⁶ Originals of all of the plats for the Cape Leonard Subdivision are to be found recorded at the State Archives. See MARYLAND STATE ARCHIVES (Subdivision Plats, CV), MSA S1239-7, 8, 10, 11, 24.

thought when he voluntarily vacated all prior claims in favor of a new patent by the Proprietor in 1672. The Applicants admit this themselves in sworn testimony:

COMMISSIONER: "He is vacating that. He is telling the proprietor, "You can have it all back."
So even if he had been given the coves, he has given it all back."

APPLICANT: "That's right."

COMMISSIONER: "So, as of 1672, there aren't any coves at issue here anymore because he has given it all back."

APPLICANT: "Correct." ¹⁷

Therefore, the only evidence that could be relevant to a claim that the 1672 Patent to *Brewhouse* encompassed the land under the coves in question must be subsequent to 1672. For seventy-seven years no one objected. For seventy-seven years no one brought a trespass and ejection suit against the owners of *Brewhouse* for claiming land and/or coves that they did not own. For seventy-seven years the language of the Patent stood unchallenged.

Some might consider the language ambiguous when it refers to the *Brewhouse* as a

tract of land lying on the north side of Patuxent River near a Creek called St. Leonards Creek, Beginning at a marked oake in the woods near a Hollow called Johnsons Hollow, bounding on the north with the Hollow and a line drawn East into the Said Creek, from the said Hollow on the East with the Said Creek on the South with the said Creek on the west with the Land of William Stone Esq. containing by estimation Two hundred & Sixty acres more or less. ...¹⁸

But if, for seventy-seven years the wording may have appeared ambiguous, a resurvey of *Brewhouse* undertaken in 1748/9 cleared up any latent ambiguity. In February of 1748/49, Thomas Johnson of Calvert County surrendered his title to the 1672 patent to *Brewhouse* to the Lord Proprietor. He did so, because, to use his words,

on late inspection into the bounds thereof [he] was apprehensive some errors had been committed in the Original Survey & there might be some vacant land thereto contiguous & for as much as he being desirous to correct the errors & to add the contiguous Vacancy, humbly pray'd a Special Warrant to Resurvey the a[fforesai]d Tract.¹⁹

The Lord Proprietor agreed to review the matter and issued the warrant. Both the patented certificate of resurvey and the original 1749 patent for the resurveyed *Brewhouse* survive among the records of the Land Office at the Maryland State Archives. The language of the

¹⁷ The Applicant then asserted that the 1672 Patent to *Brewhouse* included the land under the two coves anyway, by trying to use as evidence the wording of prior patents, patents which he had just admitted were no longer relevant because any claims based upon them had been surrendered when application was made for the warrant to resurvey what became *Brewhouse* in 1672. Hearing Transcript, August 9, 1990, p. 112.

¹⁸ Commissioner's Exhibit C3, LAND OFFICE (Patent Record) 17, pp. 77-79, MdHR 17,351.

¹⁹ LAND OFFICE (Warrants) 16, T.I. #2, 1748-1751, p. 61, MSA S23, MdHR 17,534.

patent to the resurvey of *Brewhouse* refers to the tract beginning at the original marked oak and then running to a cove, at which point it then bounded "with the said Cove and Saint Leonard's Creek." The applicant would like to believe that this language means that the *Brewhouse* encompassed this first cove on the north, as well as a second one farther to the south. He is not deterred by the fact that if the first lines of the *Brewhouse* did indeed cross over the waters of the run that fed the cove, *Brewhouse* would have bounded on another tract of land and would have been subject to any caveats that that landowner might have had, or, at minimum, would be mentioned in one of any number of deeds traceable back to the patent to which *Brewhouse* allegedly adjoined. Yet the record is silent. No landowner to the northward of *Brewhouse* ever mentions his property as adjoining *Brewhouse* anywhere near the banks of this cove.²⁰ Indeed, the unpublished research of Canter Brown indicates the exact opposite. Brown argues that the tract to the northward of *Brewhouse* on St. Leonard's Creek was *White's Hardship*, patented in 1796, an assertion independently argued by the Objectors through their expert witness, Patricia Guida. The Patent to *White's Hardship* explicitly follows "the northern lines of the aforesaid Cove," which is named in the Patent as Veache's Cove and which is one of the southern boundaries of *White's Hardship*. If Brown and Guida are correct, *White's Hardship* and *Brewhouse* were separated by a cove which neither encompassed.²¹

But circumstantial evidence is not required to make the point. The uncomplaining silence of earlier generations of neighbors need not be relied upon to counter the Applicants' claim. All the Applicants need do is to look closely at the patented certificate of survey for the *Brewhouse* filed by the surveyor, Adderton Skinner, on the 10th of May 1749. If the language of the Patent is unclear to the Applicants, the original surveyor's plat cannot be.²² There is no question that the language describing the metes and bounds of the resurvey of *Brewhouse* and the surveyor's plat depicting the property excluded the two coves.

²⁰ In observing the obvious lack of concern over ownership of the two coves from 1749 to 1989 it is not difficult to sympathize with Maryland Chancellor Theodorick Bland who observed in 1837 that:

he who stands by unmindful of his duty to the public, (for it is held to be the duty of every citizen to keep the State properly informed as to dealings for public property,) and also [is] so grossly neglectful of his own interests, in preventing a rival claim to his property from being let loose against it, ought not to be indulged with the means of disturbing a title which he had thus silently suffered the state to perfect...

Gill and Johnson, Reports of Cases Argued and Determined in the Court of Appeals of Maryland, Volume XII, 1845, p. 228.

²¹ A copy of Canter Brown's summary tract map of the St. Leonard's Creek area is on file at Patterson Park Museum in Calvert County. For the Patent to *White's Hardship* see LAND OFFICE (Certificates, Patented CV) No. 166, MSA S1191, MdHR 40,005-166. Note should also be taken of the fact that the 1869 deed from which all titles to the Cape Leonard Subdivision properties are derived also calls the cove to the north of Cape Leonard Subdivision 'Veitch's Cove.' See below.

²² See Commissioner's Exhibit C4 accompanying this opinion. The surveyor clearly followed the instructions of the Lord Proprietor with regard to surveying along creeks and coves. "...lines run upon the water side should not exceed the length of fifty poles for every fifty acres to be surveyed." Kilty, Land-holder's Assistant, p. 277.

In 1749 Thomas Johnson, willingly and without evoking any dissent from anyone for another 230 years, surrendered any claim that he may ever have had to any land under any coves being a part of, or encompassed by, the 1672 Patent to *Brewhouse*.²³ From 1749 onward there was ample opportunity for someone to argue that the *Brewhouse* contained within it two coves, but no one is on record as having done so until the Applicants stepped forward with their claim in 1989, a claim that is only traceable to a deed in 1869 which specifically and without question excluded any land under the two coves in question.

In 1869 the part of *Brewhouse* that ultimately was to be incorporated into Cape Leonard Subdivision was sold by Henry Williams to James King. That deed named the two coves claimed by the applicant as Veitch's Cove [on the North] and Quarter Cove [on the South] and explicitly excluded them from the property sold to King. If anyone harbored any doubts prior to March 13, 1869, that the two coves in question were excluded from what was to become Cape Leonard Subdivision, after that date, there should be absolutely no question in anyone's mind about the meaning of the language in the deed to James King: "thence with the meanderings of St. Leonard's Creek and Veitch's Cove." When read the language of the King deed, one of the Applicants responded: "That's what James F. King's deed says. It's a direct quote out of James F. King's deed."²⁴

²³ While Johnson gained no land from the resurvey, neither did he lose any. Skinner, in a plat that clearly excluded any coves, indicated the acreage of the resurvey to be that of the original 1672 survey, 260 acres, more or less. See LAND OFFICE (Certificates, Patented CV) No. 26, MdHR 40,005-26. Commissioner's exhibit C4.

²⁴ CALVERT COUNTY (Land Records), JS#3, pp. 446-447, Henry Williams, Trustee to James King, March 13, 1869. It was under questioning from Ms. Krug, one of the lawyers for the Objectors, that the Applicants admitted that any title they held to any lands or coves was derived from the King deed of 1869 and when read the wording of the King deed responded "That's what James F. King's deed says. It's a direct quote out of James F. King's deed." Transcript, August 9, 1990, p. 393. In a thoughtful and carefully researched Memorandum of Points and Authorities, submitted for the consideration of the Commissioner on September 17, 1990, Russel A. Arlotta examines the meaning and the language of the King deed and traces it forward to the present in the context of the interpretation of similar language by the courts:

The earliest conveyance in the chain of title provided by the applicants pertaining to "Veitch's Cove" is a land record abstract from the Court of Appeals in Calvert County dated August 24, 1866 from Charlotte Stanforth to Joseph Sollers. The property described therein is subsequently conveyed from Joseph P. Sollers to James King per deed dated October 20, 1866 and recorded in the Land Records of Calvert County in Liber J.S. 3 at folio 443. In addition, the Applicants also provide documentation evidencing a deed conveyance dated March 13, 1869 from Henry Williams, Trustee to James F. King recorded in Liber J.S. 3 at folio 446. By these deeds, Applicants claim that James King became the owner of "Golson's Cove", (which is actually Quarter Cove under Warrant No. 81), and King's Cove, (which is actually Veitch's Cove under Warrant No. 82). However it is abundantly clear that the property description in these deeds do not include the conveyance of any of the navigable waters of Saint Leonard's Creek or Veitch's Cove adjacent to the Shiplets' Property.

First, the August 24, 1866 land record abstract from the Court of Appeals describes the property contained therein in pertinent part as follows:

Beginning at a stake in Veitches Cove, and running south...west...leading to the dwelling house, then south...east...to a stake in the valley, then north...east to a stake on Saint Leonard's Creek, then with Saint Leonard's Creek and Veitches Cove to the beginning containing 48 1/2 acres." (emphasis added)

The property as described above is subsequently conveyed to James King per deed recorded in Liber J.S. 3 at folio

Although there is no question that the land under the coves to the north and south of Cape Leonard Subdivision are not now and never have been considered a part of any valid land patent, it remains to be seen if there is any merit to the second general question raised by the Warrant Applications 81 & 82. Is there sufficient justification for the Applicants or anyone else to claim any of the fast land (land above mean high tide) between the water's edge and the lot lines shown on the various recorded plats of the Cape Leonard Subdivision? Research by the Commissioner and the Deputy Commissioner of Land Patents has amply demonstrated that for all but five of the lots lying closest to the coves or to St. Leonard's Creek, there are recorded deeds documenting the sale of land between the lots and the water to the current owners or to those from whom the current owners hold title.²⁵ The chain of title is clear. In

443. It is clear from the above-referenced property description that the navigable waters of Saint Leonard's Creek and Veitch's Cove are not part of the property conveyed. This conclusion is underscored by the Maryland Court of Appeals decision in Hammond v. Ridgeley, 5 H.& J. 245, 257 (1821). There the Court of Appeals held that where a property description reads "with the river to the beginning" the intent is that the land described therein "bind" on the river. The river becomes a boundary of the land described therein. Consequently, the above-referenced property description contained in the deed to James King recorded in Liber J.S. 3 at folio 443 simply cannot include the navigable waters of Saint Leonard's Creek or Veitch's Cove where the shoreline of said creek and cove, under Hammond v. Ridgeley, constitutes the boundary of the property conveyed. In addition, the property description in the March 3, 1869 deed to James King states in pertinent part;

"...Beginning at a stake on the Southside of Veitches Cove running south... to a stone in the valley leading to the head of Quarter Cove, thence with said valley and a small branch the following courses... thence with the meanderings of Quarter Cove, Saint Leonard's Creek and Veitches Cove, then with a straight line to the beginning... (emphasis added)"

The pertinent property description quoted from the James King Indenture recorded in J.S. 3 at folio 446 remains unchanged down the chain-of-title through Antoinette Belt, (Liber TBT 4, folio 417), Dorsey Asbury, (Liber AAH11, folio 360), Lemuel Bolles, (Liber AAH 24, folio 329), Leona Bolles, (Liber AAH 32, folio 152), Daniel Seckinger (Liber AWR6, folio 592), to Cape Leonard, Inc., (Liber AWR 8, folio 556). In each case the boundary of the land follows "the meanderings" of Quarter Cove, Saint Leonard's Creek, and Veitch's Cove.

The term "meander" means a winding or flexuous course. See Pasco County v. Johnson 67 So. 2d. 639, 641 (Fla. 1953); see also Blacks Law Dictionary (2nd Ed. 1910). The term "meander" as used in a property description relating to land adjacent to a waterway, means to follow a winding or flexuous course. Thus, by way of example, when it is stated in a property description "thence with the meander of the river," etc., it is held to mean a meandered line, which is a line that follows the sinuosities of the river. The river is the boundary of the land claimed between the points indicated. Words and Phrases, at page 550 (1950); citing Turner v. Parker, 12 P. 495, 496, (S.Ct. Or. 1886). The term "meander" is used in some jurisdictions with the meaning of surveying and mapping a stream according to its meanderings or windings and turnings. See Blacks Law Dictionary, supra, citing Jones v. Pettibone 2 Wis. 317.

From the above-referenced definitions for the term "meander" within the context of a property description, it is clear that where a property description uses the term "meandering" in connection with land adjacent to a navigable waterway, it means that the boundary of the land follows the sinuosities of the shoreline or high water mark where the land and the navigable waterway meet. The term "meandering" in a property description of land adjacent to navigable water clearly does not include the navigable water within the land's boundaries.

²⁵ The question of any fast land or pathway at the water's edge was examined at the public hearing. Hearing Transcript, September 6, 1990, pp. 235-290. With the possible exception of land adjoining five lots owned by four people, the Applicants cannot, and never could lay claim to any fast land between the water and the lot lines shown on the Cape Leonard Subdivision plats. The following deeds to waterfront lots in Cape Leonard Subdivision contain the language: "...the land lying between said lot and the waters of St. Leonard's Creek embraced within an extension of the boundary lines of said lot to the aforesaid Creek."

CALVERT COUNTY (Land Records)

AWR 15/99, relating to Section A, Lot 1 (1948)
JLB 119/114, relating to Section A, Lot 3 (1958)
AWR 33/449, relating to Section A, Lot 5 (1953)
AWR 41/268, relating to Section A, Lot 6 (1954)
AWR 35/397, relating to Section A, Lot 7 (1953)
AWR 24/372, relating to Section A, Lot 8 (1950)
AWR 12/23, relating to Section A, Lot 9 (1947)
AWR 12/218, relating to Section A, Lot 14 (1947)
JLB 11/98, relating to Section A, Lots 15, 16 (1957)
JLB 66/549, relating to Section A, Lot 17 (1964)
JLB 1/142, relating to Section A, Lot 18 (1955)
AWR 18/432, relating to Section A, Lot 19 (1948)
JLB 233/204, relating to Section A, Lot 24 (1978)
JLB 331/369, relating to Section A, Lot 25 (1984)
JLB 203/537, relating to Section A, Lots 26, 27 (1976)
JLB 31/620, relating to Section A, Lots 31, 32 (1966)
AWR 10/181, relating to Section B, Lot 1 (1947)
ABE 256/953, relating to Section B, Lot 2 (1979)
ABE 291/28, relating to Section B, Lot 8 (1982)
ABE 235/798, relating to Section B, Lot 9 (1978)
ABE 233/176, relating to Section B, Lots 10, 11 (1978)
ABE 349/604, relating to Section B, Lot 13 (1985)
AWR 12/37, relating to Section B, Lot 14 (1947)
JLB 11/397, relating to Section B, Lot 15 (1957)
AWR 12/117, relating to Section B, Lot 16 (1949)
ABE 218/178, relating to Section B, Lot 17 (1977)
AWR 10/237, relating to Section B, Lots 18, 19 (1947)
ABE 351/291, relating to Section B, Lots 20, 21, 22, 23 (1985)

The following deeds to waterfront lots in Cape Leonard Subdivision contain the language: "Beginning at a pipe set on the shore of Saint Leonard's Creek..."

JLB 66/533, relating to Section B, Lot 25 (1964)
JLB 57/202, relating to Section B, Lot 24 (1963)

The following deeds to waterfront lots in Cape Leonard Subdivision contain the language: "Beginning at a point on the water's edge of St. Leonard's Creek..."

JLB 142/324, relating to Section B, Lots 26, 27 (1972)
JLB 201/678, relating to Section B, Lot 28 (1976)

The following deeds to waterfront lots in Cape Leonard Subdivision contain the language: "...land between lots 29 and 30 and the water's of St. Leonard's Creek"

ABE 271/470, relating to Section B, Lot 30 (1980)
JLB 215/714, relating to Section B, Lot 29 (1977)

The following deeds to waterfront lots in Cape Leonard Subdivision contain the language: "All the land lying between low waters of St. Leonard's Creek and southerly boundaries of Section B, Lots 31, 32, 33, 34"

ABE 206/647, relating to Section B, Lots 31, 32, 33 (1977)
ABE 223/519, relating to Section B, Lot 34 (1977)

1947 the Cape Leonard Subdivision owners intentionally began selling waterfront lots for which they added language to the deeds to guarantee that the lot lines extended to the water. They did so by referencing plats which they began recording in 1946.²⁶

With regard to the five lots that do not have deeds that explicitly carry their lines to the water's edge, the question remains as to what extent do the Applicants' deeds from Belair Services grant them the right to apply for a Patent.²⁷ Before that question can be answered

The following deed to a waterfront lot in Cape Leonard Subdivision describes "...all that land lying between the said northernmost boundary of Lot 20 and said St. Leonard's Creek..."

JLB 287/317, relating to Section A, Lot 20 (1982)

The following deed to a waterfront lot in Cape Leonard Subdivision contains the language: "...all that portion lying between the aforesaid Lot 30 and Veitch's Cove..."

ABE 279/51, relating to Section A, Lot 30 (1981)

The following deed to a waterfront lot in Cape Leonard Subdivision contains the language; "...thence running with St. Leonard's Creek in an Easterly direction 60 feet; thence leaving said Creek..."

AWR 28/451, relating to Section A, Lot 21 (1952)

The following deed to a waterfront lot in Cape Leonard Subdivision contains the language: "All that land in Section A...which lies between the waters of St. Leonard's Creek and the northernmost boundary of lot numbered twenty-three (23)..."

ABE 307/466, relating to Section A, Lot 23 (1983)

The following deed to waterfront lots in Cape Leonard Subdivision contains the language: "...also the land lying between the aforesaid lots and waters of St. Leonard's Creek, embraced within an extension of the boundary lines...to the aforesaid Creek..."

ABE 277/574, relating to Section B, Lots 6, 7 (1981)

The following deeds to waterfront lots in Cape Leonard Subdivision contain the following language: "Being all that land in Section B...which lies between the waters of St. Leonard's Creek and the easterly boundaries of Lots...and being embraced within the extension...to the waters of St. Leonard's Creek..."

JLB 185/562, relating to Section B, Lots 3, 4 (1981)

JLB 196/44, relating to Section B, Lot 5 (1976)

JLB 221/489, relating to Section B, Lot 12 (1977)

The five lots that do not have deeds containing any language about extending lot lines to the water's edge are all in Section A:

JLB 26/1, relating to Section A, Lots 10, 11 (1959)

AWR 8/556, relating to Section A, Lot 12 (1946)

JLB 39/511, relating to Section A, Lot 13 (1960)

AWR 8/556, relating to Section A, Lot 22 (1946).

²⁶ See above, note 13, for the references to the Subdivision plats. These plats began at a point on Lot 13 of Plat C of the Subdivision and all subsequent surveying was done in part according to the coordinates measured from this point. Although neither the Applicants nor the Objectors made reference to this point, in order to establish the accuracy of any present-day survey of property in the Subdivision, it would seem reasonable that subsequent surveys should be checked from this well-established point on the ground.

definitively it would be necessary for any Objectors (in this case the four owners of the five lots) to establish that they, and not the Applicants, hold title to the land in question by virtue of a deed as yet unknown to the Commissioner or by adverse possession. From a review of uncontested affidavits and the chain of title to the five lots, it would seem that the present owners have good grounds to claim adverse possession and that the Applicants thus would not have a supportable claim.²⁸

As it stands, however, the matter is moot, because the Applicants have chosen not to make any such claim. The plats that the Applicants filed with their application for resurvey clearly indicate that the Applicants intended to *exclude* any and all of the land shown on the Cape Leonard Subdivision plats.²⁹ Instead they claim without any supporting evidence other than their plats, that their plats showed the present low water line of the Coves and only occasionally coincided with the mean high tide line as delineated on the Subdivision plats. Without

²⁷ The applicants claim that they bought any remaining rights to property in the Cape Leonard Subdivision by deeds from Belair Services on December 13, 1979, March 16, 1983, and March 23, 1983. CALVERT COUNTY (Land Records), ABE 256/373, ABE 296/001, and ABE 296/248. Belair Services, from whom the Applicants claim title to the unsold portions of the Cape Leonard Subdivision, in turn derive their claim to title from a deed executed on July 11, 1973, CALVERT COUNTY (Land Records), JLB 159/265.

²⁸ The Applicants argue that Chapter 90 of the Laws of 1818, which bars the State from issuing resurvey Patents to lands after 1819 where it should "appear in evidence that the person or persons, bodies corporate or politic, or those under whom they claim have held the lands in possession for twenty years ..." also bars the Objectors from claiming adverse possession of any land in the Subdivision because, so the Applicants argue, the law specifically excludes any adverse possession claims to lands covered by resurvey Patents granted prior to 1819. What the Act says is that "nothing herein contained shall be construed to affect any title or titles, under any common or special warrant, or warrant of resurvey where the same shall have been laid before the passing of" the act. This simply means that any claims of adverse possession that pre-date 1819 are invalid in any proceedings concerning a resurvey warrant after 1819. It in no way bars a claim of adverse possession that is documented by "actual, visible, notorious, hostile, exclusive, and continuous" use for twenty years at any time subsequent to 1819 on, or contiguous to, land patented prior to 1819. The Maryland Court of Appeals upheld this interpretation of Chapter 90 of the Laws of 1818 in *John Davis v. Samuel D. Furlow's Lessee*, decided July 19, 1867, 27 Md. 536-546. In that case the Court pointed out that the Act of 1818, ch. 90, had been codified as Article 57, sec. 9, of the Code of Public General Laws of Maryland with the language "that whenever land shall be taken up under a common or special warrant, or warrant of resurvey, any person may give in evidence under the general issue, his, her or their possession thereof, and if it shall appear in evidence, that the person or those under whom they claim have held the lands in possession for twenty years before action brought, such possession shall be a bar to all right or claim derived from the State under any patent, ..." [emphasis added, 27 Md. 540]. All of the five lots in question here were owned at least twenty years before the Applicants acquired any deeds from Belair Services (see note 1, above where the relevant deeds cited date from 1983). The five lots that do not have deeds containing language extending lot lines to the water's edge are all in Section A:

CALVERT COUNTY (Land Records)
JLB 26/001, relating to Section A, Lots 10, 11 (1959);
AWR 8/556, relating to Section A, Lot 12 (1946);
JLB 39/511 relating to Section A, Lot 13 (1960);
AWR 8/556, relating to Section A, Lot 22 (1946).

²⁹ See Commissioner's Exhibits C18A and C18B.

supporting documentation the Applicants attempted to argue that the outer lines of the Subdivision lands as shown on the Subdivision plats were not mean high tide water lines, but a static property line unaffected by the action of the water.³⁰ Such an argument flies in the face

³⁰ Counsel to the Commissioner, Richard Israel, in a letter of advice to the Commissioner of September 5, 1990, ably addressed the question of the meaning of a plat showing a lot line parallel to the shore when there are deeds that specifically include the land between the lot line as shown on the plat and the shore. Moreover, as to the deeds which do not include the land between the lot lines and the water, Counsel concluded that the burden is on the applicant to show that the unexplained irregular line along the shore was intended as a limitation on the development of the property:

This is in response to your request for advice of counsel concerning the relationship between the deed for a waterfront lot and a recorded plat to which the deed refers. Although, the deed clearly grants a fee simple interest to the waterline, it is argued that the plat excludes or reserves a path along the water. The fundamental issue is the intent of the parties. This intent is to be ascertained from the deed, which may incorporate the plat by reference. Only if there is an ambiguity is it appropriate to examine the underlying facts and circumstances of the transaction.

In the [Applicant's] land patent proceeding, the applicant has introduced into evidence a 1946 plat of a waterfront community on St. Leonard's Creek in Calvert County. The plat shows an irregular line which runs close to the shoreline. Behind this line are numbered lots. At one point on one of the sheets, there is the designation "Victory Park" for the land between the line and the shore. On another sheet, there is no such designation. Moreover, there are no notes or symbols on the plat which explain the purpose of the irregular line. Although a typical deed refers to the lots, as shown on the plat, the fee simple grant expressly includes not only the lot or lots but the "land lying between the said lots and the waters of St. Leonard's Creek, embraced within an extension of the boundary lines of said lots to the aforesaid Creek." The only reference to an easement is to a public utility easement along roads, drives or streets. In six instances, the deed does not expressly include the land between the irregular line and the water, but the lot owners claim this property by adverse possession. As the applicant claims to be the successor to any residual rights of the original grantor, the question has arisen as to the relationship of the plat and the deeds.

The general rule is that a deed reference to a plat incorporates that plat as part of the deed. Boucher v. Boyer 301 Md. 679, 689, (1984). However, even where a plat shows a lot line parallel to the shore, rather than along the shore, it has been understood that a deed which specifically includes the land lying between the lot and the water governs. See Bradley v. Cornwall, 203 Md. 28, 31 (1953). However, where there is an inconsistency between a plat and a deed which cannot be resolved from the instruments themselves, it is appropriate to examine all of the facts and circumstances of the transaction. Of course, the fundamental objective is to ascertain the intent of the parties. Watson v. Raley, 250 Md. 266, 268-269 (1968) and Chester v. Gilchrist, 64 Md. App. 541, 547-548 (1985), reversed on the grounds of no ambiguity, Gilchrist v. Chester, 307 Md. 422, 424-245 (1986). In the absence of an ambiguity, it is not appropriate to examine extrinsic evidence. Gilchrist, 307 Md. at 426.

In the conveyance of property, the law does not favor restrictions on its use. Stewart Transportation Co. v Ashe, 269 Md. 74, 88 (1973), Mathews v. Kernewood, Inc., 184 Md. 297, 305 (1945), and McKenrick v. Savings Bank, 174 Md. 118, 128 (1938). Thus, the mere filing of a plat on which there are no restrictions does not impliedly restrict the use of the property. Mathews, 184 Md. at 303-304. However, it is well established that where there is a uniform general plan for the development of property, restrictions on the use of the property can be enforced even if the restrictions do not appear in the individual deeds so long as the restrictions are a matter of public record. Supervisors of Assessments v. Bay Ridge Properties, Inc., 270 Md. 216, 220 (1973), Stewart, 269 Md. at 88-89, Oak Lane Corp. v. Duke, 196 Md. 136, 139 (1950), and McKenrick, 174 Md. at 128. Where restrictions are not specifically expressed in the deeds, the burden of proof is in those seeking enforcement. Stewart, 269 Md. at 88 and McKenrick, 174 Md. at 128.

Except for the designation "Victory Park" on part of the waterfront strip of land on one sheet of the plat, the irregular line along the shoreline is unexplained in the plat and the deeds. Although this line could represent a dedication to public use of an easement, it might simply be a topographical marking. Moreover, this line is not explained by any contemporaneous requirement of the public general or public local law. If you are satisfied that the reference to "Victory Park" and the irregular line create an ambiguity, it would be appropriate to allow the applicant to introduce

logic, law, topography, and a long tradition of surveying in the region, a tradition probably best documented by the Survey notes of a conscientious St. Mary's County surveyor by the name of Benjamin Tippett.³¹

The *logic* of the Cape Leonard Subdivision Plats is that the land's perimeter was first surveyed along the water's edge by boat, indicating on the plats the approximate location of the mean high tide water line, a line that by *law* varies with any change in the depth and course of the water. The lots were then laid out on land according to a coordinate system that was begun at the westernmost point of the property (which fell on what later was recorded as a corner of Lot 13, Plat C) with lot lines generally run towards the waters edge until the very steep embankment prevented the surveyor from going any farther. Without the original surveyor's notes, which the Commissioner tried unsuccessfully to locate, it is not possible to do more than make a reasonable conjecture as to the meaning of the perimeter as shown on the Subdivision Plats, but the *topography* of the Subdivision land argues strongly against any notion that some sort of reserved, permanent path of fast land along the water's edge was intended. The earliest recorded topographical surveys of the area that became the subdivision were made in the first decades of the 20th century. They indicate high bluffs and steep embankments at almost every location along the coves and the creeks.³² From the photographs of the banks of the Subdivision taken by the Commissioner and the testimony of the surveyors testifying for both sides, it is also abundantly clear that in very few places could anyone comfortably walk along the banks of the coves and the creek without getting very wet. Even then there would be many places where the incline would approach the perpendicular.³³

evidence showing what the reference and the line represent. However, in the absence of such evidence, the deeds would clearly govern. Moreover, even if there were evidence that originally there was an intent to exclude or restrict the shoreline, this would not preclude a finding that the subsequent and true intent is represented by the explicit reference in the deeds to a shoreline boundary for the lots.

³¹ ST. MARY'S COUNTY CIRCUIT COURT (Survey Record of Benjamin Tippett) 1841-1873, MSA CR 11,701. Tippett thought that coves and lands under water should be patentable in order to protect the private interests in oyster beds, and patents were issued for oyster beds until 1862. The issue became so heated, however, that the General Assembly decided in 1862 to remove henceforth any jurisdiction the Land Office may have had over the issuance of Patents to land under navigable water. Laws of Maryland, 1862, Chapter 129, pp. 136-137.

³² Coast and Geodetic Survey, No. 19. NOAA, Riverdale, Maryland. A comparison by the Commissioner of successive topographical surveys of the area encompassing the Cape Leonard Subdivision also suggests that the rate of erosion is such that some of what is indicated as fast land on the original surveys of the subdivision between lot lines and the water may indeed today be gone altogether.

³³ The surveyor for the Applicants testified under oath that only about 60% of the shoreline could be walked upon at mean high tide. "COMMISSIONER: If I set out to walk from [the Applicants'] property, how much of the [shore] could I walk at mean high tide? All the way around, all the property? APPLICANTS' SURVEYOR: I would say 60%." Hearing Transcript, September 6, 1990, pp. 245-256.

Conclusion of Law

In light of the evidence and testimony presented to the Commissioner, it is the conclusion of the Commissioner that the Applicants have no grounds to apply for a patent to the coves adjoining the Cape Leonard Subdivision. Nor do they have any grounds for claiming any land between the lot lines shown on the subdivision plats and the water's edge with the possible exception of five lots. With regard to those five lots, the Applicants have chosen not to lay claim to any land between the water's edge and the lots as shown on the Subdivision Plats, but the evidence from deeds and by affidavit from the current owners prove conclusively that the Applicants would not have a valid claim even if they did raise one.

Order

It is therefore, this nineteenth day of November 1990, by the Commissioner of Land Patents, State of Maryland,

ORDERED that the Applications for Patents under Warrants 81 and 82, are hereby denied.

The Applicants are hereby served notice that any future application to the Commissioner for a land patent that in any way relates to the Cape Leonard Subdivision will not be entertained. The body of evidence introduced for the consideration of the Commissioner, the record of the hearing, and the final summary submittals of all concerned are so complete and so exhaustive as to preclude there ever being any question of any title other than that of the State to the two coves and to preclude there ever being any substance to any claim for land between the water and the lot lines shown on the Cape Leonard Subdivision plats other than those of the immediately adjacent lot owners.

With regard to costs, the Commissioner also orders that the Applicants shall reimburse the office of the Commissioner for the cost of the hearings, including the transcripts, which amounts to \$2,860.25 made payable to the Maryland State Archives.

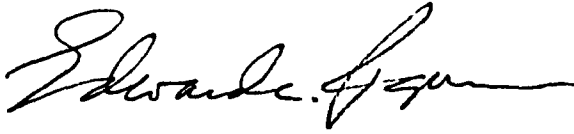
The Commissioner, on advice of Counsel Richard Israel, finds that he does not have the authority to assign any further costs to the Applicants.³⁴

³⁴ October 2, 1990:

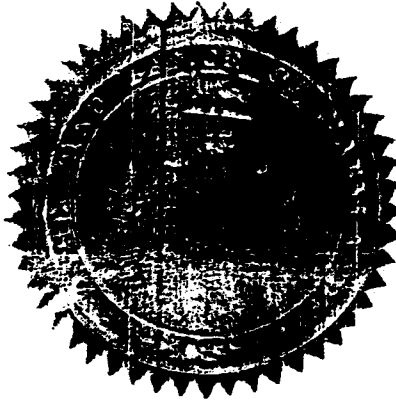
This is in response to your request for advice of counsel on the authority of the Commissioner of Land Patents to order the losing party in a land patent proceeding to pay the attorneys' fees of the prevailing party. Even if it were determined that the applicant or the objectors acted in bad faith, it is my view that the Commissioner lacks the authority to award attorneys fees to the prevailing party.

At the conclusion of the ... land patent proceeding, it was forcefully argued that the application was without merit and the applicant either knew this or should have known this. Accordingly, it was requested that the applicant be

GIVEN under my Hand and Seal this nineteenth day of November 1990



Edward C. Papenfuse
Commissioner of Land Patents



ordered to pay the attorneys' fees of the objectors and that the costs be assessed against the applicant. The authority for granting an award of attorneys' fees was said to be such equitable powers as the Commissioner might have and the Maryland rule on bad faith claims. See remarks of Russell A. Ariotta, Esquire, and Sharon K. Tucker, Esquire, Transcript for September 6, 1990 at 532-536. The request for attorneys' fees as well as expert witness fees was reiterated in written motions which were filed on behalf of various objectors. See Motion of Cape Leonard Objectors to Dismiss at 2 and Corrected Memorandum in Support of this Motion at 17-19, Motion of Walters' Estate and Francis J. Ferguson to Deny Applicant for Land Patents at 3, and Motion of Shiplets to Dismiss at 2.

The general rule in Maryland is that in the absence of statutory authorization or special circumstances, a prevailing party may not recover attorneys' fees from a losing party. St. Luke's Evangelical Lutheran Church, Inc. v. Smith, 318 Md. 337, 338 and 344-346 (1990), Addressograph-Multigraph v. Zink, 273 Md. 277, 288 (1974), and Empire Realty Co. v. Fleisher, 269 Md. 278, 285-286 (1973). Although the applicable statute allows the Commissioner to award reasonable expenses and attorneys' fees to the applicant when the State's claim of public use is sustained, Md. Code., Real Property Article, Sec. 13-408(d), the statute does not expressly authorize an award of attorneys' fees to the prevailing party. Moreover, an administrative officer, such as the Commissioner, clearly has only those powers conferred by statute. Thus, it is my view that unlike a court, the Commissioner lacks the authority to award attorneys' fees in special circumstances.

It is, of course, true that the Commissioner has broad authority to adopt rules and regulations to carry out the provisions of the law governing land patents. Sec. 13-203(a). In relevant part, the regulations provide that the "Commissioner may charge any party to the hearing with any portion of the costs of the hearing." COMAR 14.18.01.08D. Although the term "costs" is not defined, it ordinarily does not include attorneys' fees. Taylor, Wahby, 271 Md. 101, 115 (1974), Empire Realty, 269 Md. at 286, and Weiner v. Swales, 217 Md. 123, 125 (1958). Moreover, in the context of a land patent proceeding, "costs of the hearing" has been understood to refer to the Commissioner's expenses, such as the expense of making a stenographic record of the hearing. Thus, it does not include the fees paid by a party for an attorney or an expert witness.

As was pointed out at the hearing and in Ms. Tucker's memorandum, the Maryland Rules of Procedures provide for an award of attorneys fees upon a finding that a party maintained or defended a proceeding in bad faith. Maryland Rule 1-341. However, it has been held that the Maryland rules generally apply only to the courts and not to administrative proceedings. Newman v. Reilly, 314 Md. 364, 377 (1988). A proceeding before the Commissioner is clearly not a judicial proceedings. Although the Maryland Rules could be incorporated by reference into the statute governing land patents, that has not been done.

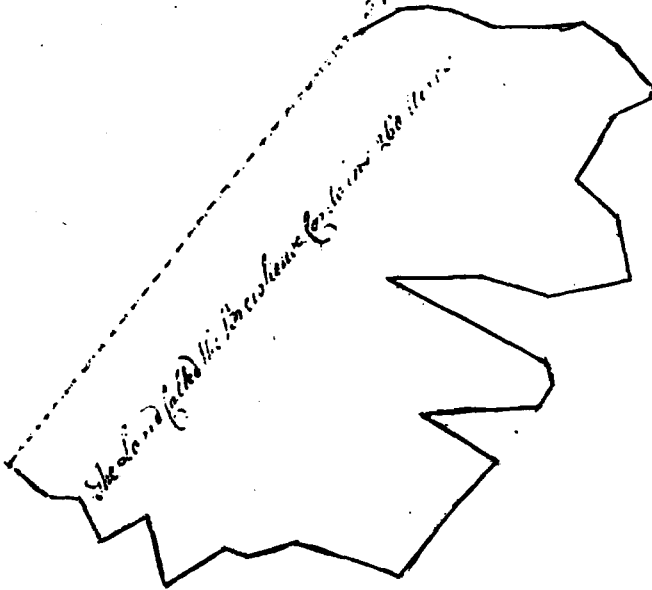
In conclusion, it is my view that the Commissioner of Land Patents lacks the authority to award attorneys' fees in a land patent proceeding, except as specifically authorized by Sec. 13-408(d).

EXHIBIT F-18

Opinion and Findings/18

plotted by a scale to be shown in a sketch

*and distance
in 1749
Brewhouse*



1749	8	25
1750	8	16
1771	8	30
1772	8	24
1782	8	14
1789	8	28
1790	8	32
1793	10	28
1798	10	30
1804	8	18
1813	8	31
1827	10	42
1848	10	18
1857	10	20
1888	10	46
1898	8	20
1867	8	44
1850	8	46
1812	8	7
1809	10	13
1800	8	38
1799	8	43
1792	10	20
1785	10	28
1778	10	32
1771	10	32
1764	10	21
1757	10	104
1750	10	22

LAND OFFICE (Certificates, Patented, CV) No. 26 "The Brewhouse," surveyed for Thomas Johnson, May 10, 1749 (MSA S-1191 MdHR 40,005-26)

Commissioner's Exhibit C 4: to accompany the Opinion and Findings as noted in footnote 14.

Warrants 81 and 82

EXHIBIT F-19

Opinion and Findings/19

platted by a scale of 60 perches in length

LAND OFFICE (Certificates,
Patented CV) No. 26 (MdHR 40,005-
26) "The Brehouse," surveyed for
Thomas Johnson, May 10, 1749
(patented 1749)

C4

Standard of the Brehouse Chain 900 Links

EXHIBIT F-19 A

"GOLSON'S"
COVE

.580 AC.

.453 AC.

.033 AC.



A. W. Wilkerson Mar. 15, 1990

SURVEY FOR WARRANT No. 81

FOR

FRANK R. AND MARY A. MARQUARDT

AT CAPE LEONARD

1ST DISTRICT CALVERT COUNTY, MD

SCALE: 1" = 200'

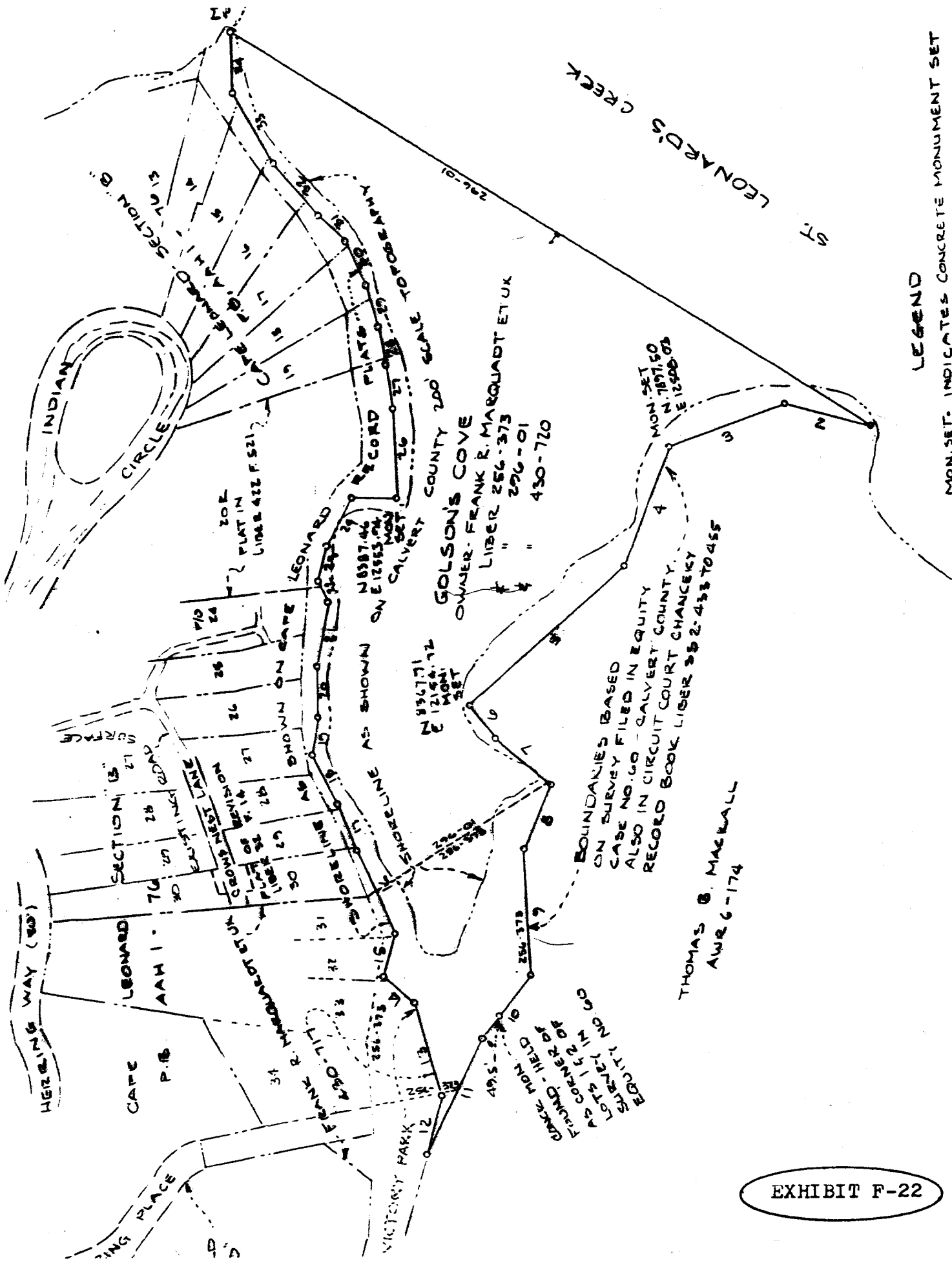
MARCH 1990



J/O 9936

Cal. Co. 1296

EXHIBIT F-21



LEGEND

MON. SET. INDICATES CONCRETE MONUMENT SET

BOUNDARIES BASED ON SURVEY FILED IN EQUITY CASE NO. 60 - CALVERT COUNTY ALSO IN CIRCUIT COURT CHANCEKY RECORD BOOK LIBER 252-433 TO 455

THOMAS B. MACKALL
AUG 6-174

EXHIBIT F-22

TABULATION OF ADDITIONAL ADJACENT OWNERS NOT SHOWN ON PLAT ABOVE

6408 - 15th Street
Alexandria, Va. - 22307
Phone: (703) 765-4497

Dr. Edward C. Papenfuse
Maryland State Archivist and
Commissioner of Land Patents
350 Rowe Blvd.
Annapolis, Md. - 21401

6 January 1989

Dear Sir:

1. Enclosed is a copy of a Calvert County, Md., fee simple deed, Liber 430 Folio 720, for Golson's Cove, that is private wetland, originally included in a patent issued centuries before March 3, 1862. Also enclosed is a copy of the recorded Legal Supplement for this private wetland deed that establishes that the recorded patent was in fact an Effectual in Law grant/patent from the Proprietor of Maryland.
2. The Calvert County Office of the Department of Assessments and Taxation has recently assigned a Tax Parcel No.45 to this 17.43 acres of "escaped" land, assessed it's value, and the Treasurer then sent us a Tax Bill for it which we have paid. There is no problem with private versus State ownership, nor should there be, because of Article 5 of the Declaration of Rights of the Maryland Constitution.
3. The problem we need your help on solving has to do with sale of parts of this land to property owners abutting our land who want to make their waterview property more valuable as waterfront property with private piers on private wetland. The State would certainly benefit through enhanced taxation.
4. Title insurance company lawyers have told us the company does not insure the purchase of land under tidal waters because of the high risk resulting from the March 3, 1862 Law that prevents the State from selling their land under tidal water. They also stated that obtainment of a recorded State quitclaim to us for Golson's Cove would cause them to reconsider their position, especially since the adjacent grant to John King, 28 July 1652, gives "Golson's Branch (Cove)" as a boundary for this 150 acre grant.
5. The Annotated Code of Maryland, Real Property, Title 13 Land Patents, Section 13 states:
 - 13-104(2). "Any person may obtain a patent for land that was previously patented and is owned in fee simple by the person."
 - 13-201(a). "The Commissioner of Land Patents shall administer this title and, in the manner provided in it, issue all patents."
 - 13-502(2). "The Governor promptly shall sign the patent and cause it to be sealed with the Great Seal of the State of

EXHIBIT F-23

Maryland."

13-503(a). "The issuance of a patent operates as a quitclaim of the interest of the State in the land."

Nowhere, is it stated how the above shall be accomplished where the land is not owned by the State especially where the land is under tidal water where the State cannot grant it if they did own it.

6. How is Section 13-104(2) to be accomplished for the Enclosed deed?

7. If a separate Golson's Cove patent cannot be accomplished via the Annotated Code of Maryland, Real Property, Title 13 Land Patents procedures, would it be possible for the Commissioner to examine and approve a quitclaim deed I would prepare for the State of Maryland's Governor's signature, that you would process through to recording, all of which I would pay for?

Sincerely yours,



Frank R. Marquardt

EXHIBIT F-24



William Donald Schaefer
Governor

MARYLAND STATE ARCHIVES

Hall of Records
350 Rowe Blvd., Annapolis, MD 21401
Telephone: (301) 974-3914/3916

Edward C. Papenfuss
State Archivist and
Commissioner of Land Patents

Gregory A. Stiverson
Assistant State Archivist

Hon. Robert C. Murphy
Chief Judge, Court of Appeals
Chairman, Hall of Records Commission

Hall of Records Commission:

Hon. Louis L. Goldstein
Dr. William M. Dyal, Jr.

Hon. Lucille Maurer
Dr. John S. Toll

Hon. Julian L. Lapidus
Dr. Steven Muller

Hon. Anne S. Perkins
Brian B. Topping

Hon. Earl F. Seboda
Dr. Earl S. Richardson

January 24, 1989

Frank R. Marquardt
6408 15th Street
Alexandria, VA 22307

Dear Mr. Marquardt:

Thank you for your letter of January 6, 1989 concerning "Golson's Cove," of Calvert County. I assume that you are applying under Section 13-104 (2), Real Property Article, "... for land that was previously patented and is owned in fee simple..." by you and your wife. I also assume from your letter that there is no vacant land sought. If these assumptions are incorrect please let me know. I have enclosed an Application for a Warrant of Resurvey for the land in question. The application should be accompanied by a check or money order in the amount of \$50.00 made payable to the Maryland State Archives. Please submit three notarized originals of the application.

Because this is an application for a warrant to resurvey please submit an officially certified copy of the instrument(s) by which you acquired fee-simple title, and, if the instrument(s) do not contain a metes-and-bounds description of the land, an officially certified copy of the last instrument in the chain of title which contains that description.

The land patent process is governed by Title 13, Real Property Article, Annotated Code of Maryland (1988 Repl. Vol.) and COMAR 14.18.01, which are rules that have been adopted to clarify certain provisions of Title 13. Please pay particular attention to Sections 13-104, 13-105, 13-301, 13-302 (5), 13-307 and 13-312. I have enclosed a copy of COMAR 14.18.01 for your convenience.

Sincerely yours,

Richard H. Richardson
Deputy Commissioner of Land Patents

RHR:lb

Enclosures: Application (4)
COMAR 14.18.01

EXHIBIT F-25

U.S. Stamp
 \$ 2.00

This Indenture, made this thirteenth
 day of March in the year eighteen hundred and sixty
 nine between Henry Williams of Calvert County and
 in the state of Maryland of the one part and James
 F. King of said County and state of the other part
 who has by a decree of the Circuit Court for Calvert
 County sitting as a Court of Equity, dated on the thirteenth
 day of May in the year eighteen hundred and sixty six
 and passed in a cause in said Court between John J.
 Day and others complainants and this little W. Stamford
 and others defendants, the abovesaid Henry Williams
 was appointed Trustee with authority to sell the real
 estate in the proceedings in said cause mentioned
 and the said Trustee after complying with all the pre-
 vious requisites of the decree did on or about the second
 day of July in the year eighteen hundred and sixty
 nine sell unto the said James F. King the following
 described tract or parcel of land at and for the sum
 of two thousand and twenty dollars, that is to say a
 tract or parcel of land situated in Calvert County
 adjacent to St. Leonard's Creek beginning at a
 stake on the South side of Veitch's Pond running
 South twenty six and three fourth degrees West then
 by Perches to a stone in the valley leading to the head
 of Quarter Pond thence with said Valley and a small
 branch the following course South fifty seven degrees
 East forty Perches South thirty seven degrees East
 sixteen Perches South sixty three degrees East
 twelve Perches South thirty four and a half degrees
 East twenty four Perches South sixty six degrees East
 thirty four and a half Perches to a double New Tree
 thence with the Meanderings of Quarter Pond St.
 Leonard's Creek and Veitch's Pond to a stake at the
 head of Veitch's Pond thence with a straight line to
 the beginning containing one hundred and fifty
 one and three fourth acres, and whereas the afore-
 said Sale has been duly reported to, ratified and
 confirmed by said Circuit Court sitting in Equity
 and the said Henry Williams of record making here-

fully paid and satisfied as to the said trustee's heirs with orig-
 ad. By said deed to execute these presents: Now this in-
 dentured Witnesseth that the said Henry Williams trust-
 ee as aforesaid for and in consideration of the premises
 aforesaid and of the sum of five dollars the receipt whereof
 is hereby acknowledged hath granted, bargained, and
 sold and by these presents does give, grant, bargain, and
 sell in fee simple unto the said James F. King his heirs
 and assigns forever all of said tract or parcel of land
 heretofore described with its appurtenances and all of
 the right title and interest of all of the parties said
 suit except the down therein to Charlotte W. Stamford one
 of the defendants in said Cause which has been assigned
 to the said Charlotte W. Stamford in the proceedings in
 said Cause as will fully appear by reference thereto
 to have and to hold the said tract or tract of land
 with its appurtenances unto the said James F.
 King his heirs and assigns forever and to hold for no
 other use, intent or purpose whatsoever

In Testimony Whereof the said Henry Williams
 has hereunto subscribed his name and affixed his
 seal on the day and year first hereintofore written

Test:

S. Sollers

Henry Williams

State of Maryland, Calvert County, Cal.
 I hereby Certify that on this thirteenth day
 of March in the year 1869 before the subscriber Jus-
 tice of the Peace of the State of Maryland in and
 for Calvert County aforesaid personally appeared
 Henry Williams and acknowledged the for-
 going deed to be his act.

Received to be recorded the 13th of March 1869
 & same day recorded in Liber S. S. No. 1 folio 200
 one of the land record books of Calvert County
 J. E. Exam. per

S. Sollers Clerk

Recorded again Dec 17th 1891

Orig. deliv. P. H. Jack Dec. 1891 J. B. Turner Clerk

JAMES F. KING'S "BREWHOUSE" INDENTURE

Recorded 13 March, 1869 as Calvert County LIBER S.S. No.1 FOLIO 200.
Recorded again 17 December, 1891 as LIBER J.S. No.3 PAGE 446 & 447.

THIS INDENTURE, Made this 13th day of March, 1869 between Henry Williams of Calvert County and in the State of Maryland of the one part and James F. King of said County and State of the other part. Whereas by a decree of the Circuit Court for Calvert County sitting as a Court of Equity dated on the 16th day of May, 1866 and passed in a cause in said Court between John T. Day and others complainants and Charlotte M. Stanforth and other defendants, the above named Henry Williams was appointed Trustee with authority to sell the real estate in the proceedings in said cause mentioned and the said Trustee after complying with all the previous requites of the decree did on or before 2 July, 1869 sell unto the said James F. King the following described tract or parcel of land at and for the sum of \$2,020.00 dollars, that is to say a Tract or Parcel of land situated in Calvert County aforesaid on St. Leonards Creek.

Beginning at a Stake on the South side of Veitches Cove running South 26^o.75 West, 70 Perches to a stone in the Valley leading to the head of QUARTER COVE, thence with the said Valley and small branch the following Cources, South 57^o East, 16 Perches, South 63^o East 12 Perches, South 34^o.50 East 24 Perches, South 66^o East 34.5 Perches to a Double Yew Tree, Thence with the Meanderings of QUARTER COVE. St. Leonard's Creek and VEITCHES COVE to a stake at the head of Veitches Cove, then with a straight line to the beginning.

Containing 151.75 acres.

And whereas the aforesaid price has been duly reported and ratified and confirmed by said Circuit Court sitting in Equity and the purchase money aforesaid having been

EXHIBIT G-3

JAMES F. KINGS "BREWHOUSE" INDENTURE

PAGE 447

fully paid and satisfied to the said trustee he is authorized by said decree to execute these presents, now this indenture witnesseth that the said Henry Williams trustee as aforesaid for and in consideration of the premisses aforesaid and of the sum of \$5.00 the receipt whereof is hereby acknowledged hath granted, bargained and sold and by these presents does give, grant, bargain and sell in fee simple unto the said JAMES F. KING, his heirs and assigns forever all of said tract or parcel of land herein before described with its appertences and all of the right, title and interest of all of the parties to said suit except the dower therein to Charlotte M. Stanforth and of the defendants in said cause which has been assigned to the said Charlotte M. Stanforth in the proceedings in said cause as will fully appear by reference thereto. To have and to hold the said parcel or tract of land with the appurtenances thereto unto the said James F. King, his heirs and assigns forever and to and for no other use, intent or purpose whatsoever.

In Testimony Whereof the said Henry Williams has hereto subscribed his name and affixed his seal in the day and year first herein before written.

Test:

S. Sollers

Henry Williams (seal)

State of Maryland, Calvert County Sct.

I hereby Certify that in this 13th day of March, 1869 before the Subscriber, a Justice of the Peace of the State of Maryland in and for Calvert County aforesaid, Personally appeared Henry Williams and acknowledged the foregoing deed to be his act.

John Hopwood, J.P.

Received to be recorded the 13th of March, 1869 & same day recorded in Liber S.S. No.1, folio 200, one of the land record books of Calvert County & Examined per

S. Sollers, Clerk

Recorded again Dec. 17th 1891

& Examined

Original delivered, P.H. tuck Dec.18th 91 Thomas B. Turner, Clerk

EXHIBIT G-4

CERTIFICATION

STATE OF MARYLAND, CALVERT COUNTY, TO WIT:

I HEREBY CERTIFY, That the above and foregoing is a true and correct copy of

~~A DEED BETWEEN MARGARET R. WALL PARTY OF THE FIRST PART AND~~
~~MARGARET R. BROOME AND NATHANIEL W. BROOME PARTY OF THE SECOND~~
~~PART.~~

as taken from the Records of the Circuit Court for Calvert County, Maryland.

IN TESTIMONY WHEREOF, I hereunto
set my hand and affix the seal of the Circuit
Court for Calvert County, Maryland, this

9th day of MARCH,

19 90

Audrey B. Evans, CLERK
Audrey B. Evans, Clerk
Circuit Court for Calvert County

EXHIBIT G-5

MARGARET R. WALL 28 APRIL 1889 DEED
TO 129.25 ACRE TRACT NORTH OF "KING'S COVE"

J. S. No. 2 Page 108, 109, 110

THIS DEED, made this 24th day of April 1889 in the year 1889 between Margaret R. Wall of Calvert County in the State of Maryland, of the first part and Margaret R. Broome wife of Nathaniel W. Broome of the second part.

Whereas, the said Margaret R. Broome is the daughter of the said Margaret R. Wall and Whereas the said Margaret R. Wall for the love and affection she has for her said daughter wishes to convey to her the hereinafter described Tract of Land.

Now therefore this Deed Witnesseth, that in consideration of the premises and the sum of five dollars the said MARGARET R. Wall does grant unto the said MARGARET R. BROOME her heirs and assigns all that lot of ground situate in Calvert County aforesaid and described as follows, that is to say:

BEGINNING FOR THE SAME at a stake at the head of Veitch's Cove, thence running N 71° E 22 perches, thence S 49.5° E 14 perches, thence N 69° E 8 perches, thence N 54.95° E 6 perches, thence S 34° E 8 perches, thence S 60° E 7.5 perches, thence N 69° E 7 perches, thence S 63° E 8 perches, thence N 59° E 6 perches, thence S 50° E 5 perches, thence S 88° E 16 perches, N 67° E 9 perches, thence N 80.95° E 15 perches, thence N 51.5° E 8 perches, thence N 81.5° E 7 perches, thence N 66° E 13.75 perches to the mouth of Veitch's Cove, thence N 18° W 18 perches, thence N 25° W 32.5 perches, thence N 34° E 27 perches, thence N 6° W 13 perches, thence S 83.5° E 6 perches, to BULL BANK, thence N 19° E 6 perches, thence N 19° W 30 perches, thence N 42° W 54 perches to a Stob and stone under "Drum Point Hill", thence N 70.5° W 118 perches to a small branch, thence S 44° W 6 perches, thence S 10.95° W 5 perches, thence S 17.95° W 8 perches, thence S 2° W 21 perches, thence S 24° E 20.8 perches, thence S 13.925° E 8 perches, then S 31.5° E 10 perches, thence S 18° E 25 perches, thence S 10.75° E 22 perches, thence S 2.925° W 7 perches to a pine tree, thence S 11° W 8 perches, thence S 19° W 7.2 perches to a Beech Tree, then S 40° W 6.4 perches to a pine tree, thence S 29° W 6.6 perches, thence S 17.5° W 9.4 perches, thence S 30° W 6 perches to a maple tree, thence S 34.95° W 5.2 perches, thence S 20° W 12 perches to a stake at a line fence, thence N 42.95° W 2 perches, thence with a straight line to the beginning, containing 129.25 acres more or less: except that portion thereof heretofore conveyed by me to N. W. Broome by deed dated 13 September 1884 recorded among the Land Records of Calvert County in Liber S. S. No. 6 folio 338 and containing 5 acres.

(The Bearings are conformable to the magnetic meridian of 1877.)

Together with the buildings thereupon, and the rights, alleys, ways, waters, previliges appurtenances and advantages thereunto belonging or in any wise appertaining.

To have and to hold the described lot of ground and premises unto, and to the use of, the said MARGARET R. BROOME her heirs and assigns forever in fee simple.

And the said MARGARET R. WALL hereby covenants that she will warrant specifically the property hereby granted, and that she will execute such further assurances as may be requisite.

Witness the hand and seal of the said granter.

Test: T. B. Turner

Margaret R. Wall (Seal)

EXHIBIT G-6

G-6

County.

together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, water, privileges, opportunities and advantages, to the same belonging or in anywise appertaining.

To have and to hold, the piece or parcel of land and premises above described or mentioned and hereby intended to be conveyed; together with the rights, privileges, opportunities and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said John W. Loper his heirs and assigns in fee simple.

And the said Samuel T. Jones hereby covenants that he will warrant especially the property hereby granted unto the said John W. Loper and that he will execute such further assurances of said land as may be requisite.

Witness my hand and seal

Test: W. W. Dorsey

Samuel T. Jones (Seal)

State of Maryland Calvert County, ss: I hereby certify, that on the 13th day of May in the year one thousand eight hundred and eighty nine before me the undersigned a Justice of the Peace of the State of Maryland in and for Calvert County aforesaid personally appeared Samuel T. Jones and acknowledged the foregoing deed to be his act.

W. W. Dorsey J.P.

Recorded May 14th 1889 T. E. Humpfer

John Sedwick clk.

Vol. 46 No. 10 Loper June 11, 1889.

This Deed, made this 24th day of April 1889 in the year one thousand eight hundred and eighty nine between Margaret R. Wall of Calvert County in the State of Maryland, of the first part and Margaret R. Broome wife of Nathaniel W. Broome of the second part.

Whereas, the said Margaret R. Broome is the daughter of the said Margaret R. Wall and whereas the said Margaret R. Wall for the love and affection she has for her said daughter wishes to convey to her the hereinafter described tract of land.

Now therefore this Deed Witnesseth, that in consideration of the premises and the sum of five dollars the said Margaret R. Wall does grant unto the said Margaret R. Broome her heirs and assigns all that lot of ground situate in Calvert County aforesaid and described as follows, that is to say: Beginning for the same at a stake at the head of Nichols Cove, thence proceeding North seventy one degrees East twenty two perches, thence South forty nine and one half degrees East fourteen perches, thence North sixty seven degrees East eight perches, thence North fifty four and one half degrees East six perches thence South thirty four degrees East eight perches, thence South sixty degrees East seven and one

EXHIBIT G-7

half perch, thence North sixty nine degrees East seven perches, thence South sixty
 three degrees East eight perches, thence North fifty nine degrees East six perches, thence
 South fifty degrees East five perches, thence South eighty eight degrees East sixteen
 perches, thence North sixty seven degrees East nine perches thence North eighty and
 one half degrees East fifteen perches, thence North fifty one and one half degrees East
 eight perches, thence North eighty one and a half degrees East seven perches, thence
 North sixty six degrees East thirteen and three fourths perches to the mouth of
 Nichols Cove, thence North Eighteen degrees West eighteen perches, thence North
 twenty five degrees West thirty two and one half perches, thence North thirty
 four degrees East twenty seven perches, thence North six degrees West thirteen
 perches thence South eighty three and one half degrees East, six perches to Red
 Bank thence North nineteen degrees East six perches, thence North nineteen de-
 grees West thirty perches, thence North forty two degrees West fifty four perches to a
 slab and stone under Drum Point hill, thence North seventy and one half degrees
 West one hundred and eighteen perches to a small branch, thence South forty
 four degrees West six perches, thence South ten and one half degrees West
 five perches, thence South seventeen and one half degrees West eight perches
 thence South two degrees West twenty one perches, thence South twenty four
 degrees East, twenty and four fifths perches, thence South thirteen and one
 fourth degrees East eight perches thence South thirty one and one half de-
 grees East ten perches, thence South eighteen degrees East twenty five
 perches thence South ten and three fourths degrees East twenty two perches
 thence South two and one fourth degrees West seven perches to a pine tree
 thence South eleven degrees West eight perches, thence South nineteen de-
 grees West seven and one fifth perches to a Beech tree thence South forty
 degrees West six and two fifths perches to a pine tree, thence South twenty
 nine degrees West six and three fifths perches thence South seventeen and
 one half degrees West nine and two fifths perches thence South thirty
 degrees West six perches to a maple tree, thence South thirty four and one
 half degrees West, five and one fifth perches, thence South twenty degrees
 West twelve perches to a stake at a line fence, thence North forty two
 and one half degrees West two perches thence with a straight line to
 the beginning containing one hundred and twenty nine and
 one fourth acres more or less: except that portion thereof heretofore
 conveyed by one to N W Broome by deed dated the 13th day of Sep-
 tember in the year 1884, recorded among the Land Records of Calvert
 County in Liber 86, to 6 folio 338 and containing five acres.

(The bearings are conformable to the magnetic meridian of 1877)
 Together with the buildings thereupon; and the rights, alleys, ways,
 water, privileges appurtenances and advantages, thereto be-
 longing or in any wise appertaining.

To have and to hold the said described lot of ground and
 premises unto, and to the use of, the said Margaret R Broome
 her heirs and assigns forever in fee simple.

And the said Margaret R Wall hereby covenants that she
 will warrant especially the property hereby granted, and that she
 will execute such further assurances as may be requisite.

Witness the hand and seal of the said grantor.
 Test: J. B. Turner; Margaret R Wall

State of Maryland Calvert County Court:

I hereby certify that on this 24th day of April in the year one thousand eight hundred and eighty nine before me the undersigned a Justice of The Peace of the State of Maryland in and for Calvert County personally appeared Margaret M. Hall and acknowledged the foregoing deed to be her act.

T. B. Turner J.P.

Recorded May 14th 1889 T. B. Turner

John Selwicks clk.

Did sent by mail to W. M. Stone, Pa. Co. 27th 1889

1st Mortgage, made this 1st day of May in the year one thousand eight hundred and eighty nine by Alexander Somerswell Jr and Julia his wife of Calvert County, in the State of Maryland,

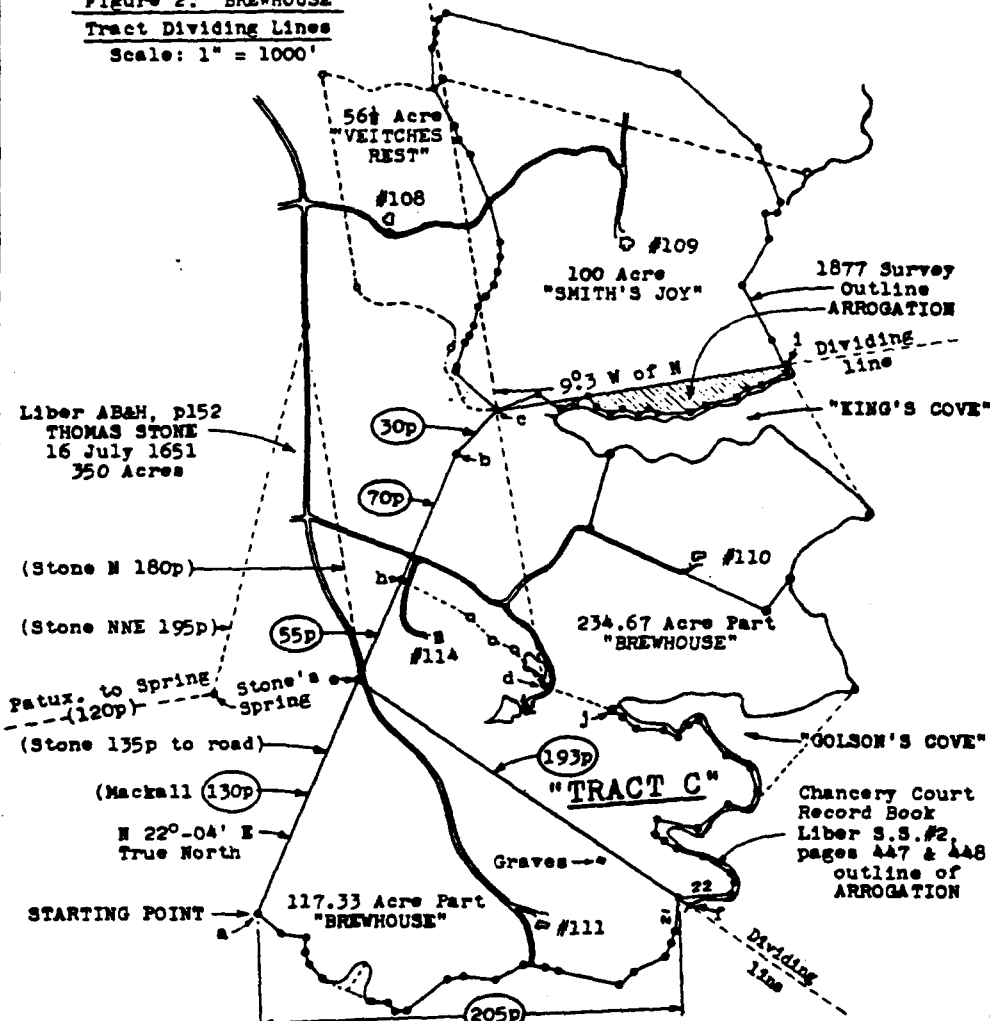
Whereas the said Alexander Somerswell Jr. is indebted to the Mutual Fire Insurance Company of Calvert County, a Corporation of the State of Maryland in the sum of two hundred and fifty dollars and has passed to the said Mutual Fire Insurance Company of Calvert County his promissory note of even date herewith payable to its order one year after date for the said sum of two hundred and fifty dollars with interest from date, do better require the payment of which these presents are executed.

Now this Mortgage Witnesseth, that in consideration of the premises, and of the sum of one dollar, the said Alexander Somerswell Jr and Julia his wife do grant unto the Mutual Fire Insurance Company of Calvert County in fee simple, all that piece or parcel of ground situate, lying and being in the County of Calvert aforesaid near Solomon's Island in the First Election District of Calvert County and bounded on the East by the public road leading from St. Leonards to Solomon's Island on the South by the land of Alexander Somerswell Jr. (being that part of the real estate of the late Charles S. Somerswell which the said Alexander elected to take) and on the South west and North East by the land of Edward Steens (being that part of the real estate of the late Charles S. Somerswell which went to the said Steens) and on the West, North West and North by Hungerford's Cove containing one hundred and fifteen acres more or less being that portion of the real estate of the said Charles S. Somerswell which was conveyed to the said Alexander Somerswell Jr. by J. S. Wilson Trustee by deed dated the 14th day of May in the year 1884 and recorded in Liber S. S. 10 6th folio 265 one of the Land Record Books of Calvert County, and therein more particularly described.

Together with the buildings and improvements thereupon and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging or in anywise appertaining.

1850 CENSUS Data on "BREWHOUSE", "SMITH'S JOY" and "VEITCHES REST"

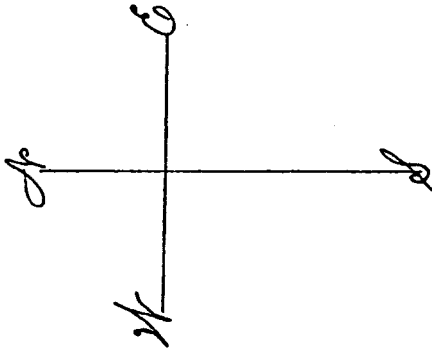
Figure 2. "BREWHOUSE"
 Tract Dividing Lines
 Scale: 1" = 1000'



HOUSE # & REAL ESTATE VALUE	HEAD OF HOUSEHOLD-AGE OCCUPATION & OTHERS	HOUSE # & REAL ESTATE VALUE	HEAD OF HOUSEHOLD-AGE OCCUPATION & OTHERS
#108 - \$5,000	JAMES THOMAS WALL 43 FARMER	#109 - \$3,000	ELIZABETH SOLLARS 33 FARMER
	MARGARET R. WALL 33		MARY E. SOLLARS 11
	ANN R. WALL 14	#111 - \$3,000	ELIZABETH G. MACKALL 38 FARMER
	ALONZA WALL 12		JOHN B. MACKALL 15
	THOMAS WALL 7		LEVIN C. MACKALL 13
ALICE WALL 4		LEVINIA MACKALL 11	
#110 - \$10,000	RICHARD STANFORTH 46 FARMER	#114 -----	LEWIS WOOD 25 MANAGER
	MARTHA STANFORTH 38		HARRIET A. WOOD 32
	BENJAMIN STANFORTH 40		MARY F. WOOD 1
	ELIZABETH A. WOOD 38		
	ELEANOR STANFORTH 5		
MARGARET STANFORTH 2			

EXHIBIT G-10

G-10



Mr. W. Thomas's Land
 Mrs. F. Kings' Land

Mr. W. Thomas's Land

Lot No. 3
 50 A.

Lot No. 2
 61 A.
 1 R.

Lot No. 1
 50 A.

Collie Road

Collie Road

Cove

Cove

St. Leonard's Creek

St. Leonard's Creek

Scale =
 20 Perches
 to the inch.

Entire tract
 contains
 191 A. 1 R.

Surveyed
 by Geo. Tholbott
 July 6, 1886

I hereby certify that the above plot, together with the accompanying tables of bearing & distances marked respectively to the N. of E. & S. of W. is a correct survey of division of the real estate of John W. Marshall & others, together with its divisions, being surveyed, plotted & divided by authority of a Commission issued out of the Circuit Court of Calvert Co. dated May 21, 1886, directed to the Messrs. Geo. D. Thomas, Geo. B. Bond, Lewis Dorman, & Geo. F. King, & that the same was done in the year 1886. Dated the 7th day of July in the year 1886. Geo. Tholbott (Surveyor)

Bearings & Distances of a Tract of land belonging John B. Mackall, Louisa J. Mackall & Elizabeth L. Bowen surveyed and divided under a Commission issued out of the Circuit Court for Calvert Co., dated May 31, 1886 and directed to George P. Ross, James S. Thomas, John B. Bond, Benjamin Parson and James F. King.

Beginning for the same at a cedar tree standing on the bank of Dunkerson's Cove, a boundary of Geo. W. Peterson's land thence runs

Station	Bearings	Distances	Station	Bearings	Distances
No 1	S 44 1/2° E	15 3/4	No 15	S 70° E	6 3/4
" 2	S 71 1/2° E	11 3/4	" 16	S 73° E	30 3/4
" 3	S 4 1/2° W	7 3/4	" 17	A 48° E	9
" 4	S 15° E	5 3/4	" 18	A 67 1/2° E	17 1/4
" 5	S 35 1/4° E	10	" 19	A 28 1/2° E	8
" 6	S 61 1/4° E	27 3/4	" 20	A 18 1/2° E	6
" 7	S 80° E	8	" 21	A 9° E	18
" 8	S 32 1/2° E	5 3/4	" 22	East	26
" 9	S 87 1/2° E	5 3/4	" 23	A 20° E	5 3/4
" 10	A 55° E	25 3/4	" 24	A 23° W	6
" 11	A 84° E	8	" 25	A 53° W	15 3/4
" 12	S 80° E	15 3/4	" 26	A 69° W	13 3/4
" 13	A 64 1/2° E	15 3/4	" 27	A 52° W	7 1/4
" 14	S 77° E	11	" 28	A 49° W	5 3/4

Station	Bearing	Distance	Station	Bearing	Distance
No 29	A 11° E	8 Perches	No 45	A 51½° W	7½ Perches
" 30	S 72½° E	19½ "	" 46	A 35½° W	8 "
" 31	A 53° E	19½ "	" 47	A 22° W	7½ "
" 32	S 73° E	11 "	" 48	A 48½° W	10½ "
" 33	A 25° E	9½ "	" 49	A 67° W	9½ "
" 34	A 11° W	13½ "	" 50	A 34° W	13½ "
" 35	A 60° W	14 "	" 51	A 52½° W	16½ "
" 36	A 33° W	22½ "	" 52	A 74½° W	2½ "
" 37	S 64° W	4½ "	" 53	A 68° W	7½ "
" 38	S 50° W	8 "	" 54	A 41° W	7½ "
" 39	A 58° W	7½ "	" 55	A 58½° W	6 "
" 40	A 83½° W	14 "	" 56	A 69° W	4 " to
" 41	A 43½° W	8½ "	Freeman's line		
" 42	A 55½° W	16 "	" 57	S 16½° W	18 Perches
" 43	A 77° W	10 "	" 58	S 32° W	20½ "
" 44	A 63° W	8 "	thence with a straight line (59) to the place of beginning containing by computation one hundred and ninety one acres and one Rod (191 A. 1 R).		

Surveyed by
J. W. Fulbott.

Exhibit "B"

Bearings and distances of Lot No 1, one of the divisions of the Real Estate of John B Mackall & others, as laid down by the Commissioners appointed to make partition thereof, the 15th day of July 1886, beginning for the same at a stake near the corner of the 14th general outline, thence running

Station	Bearings	Distances	Station	Bearings	Distances
No 1	S 77° E	6 Perches	No 20	N 25° E	9 3/8 Perches
" 2	S 70° E	6 3/5 "	" 21	N 11° W	13 3/5 "
" 3	S 73° E	30 3/5 "	" 22	N 68° W	14 "
" 4	N 48° E	9 "	" 23	N 33° W	22 3/5 "
" 5	N 67 1/2° E	17 1/5 "	" 24	S 64° W	47 3/5 "
" 6	N 28 1/2° E	8 "	" 25	S 57° W	8 "
" 7	N 18 1/2° E	6 "	" 26	N 58° W	7 3/5 "
" 8	N 9° E	18 "	" 27	N 80 1/2° W	14 "
" 9	East-	26 "	" 28	N 43 1/2° W	5 3/5 "
" 10	N 25° E	5 3/5 "	Stake on the bank of the Cove, thence for the cross line		
" 11	N 23° W	6 "			
" 12	N 53° W	15 3/5 "			
" 13	N 69° W	13 3/5 "			
" 14	N 52° W	7 1/5 "	" 29	S 29° W	114 Perches
" 15	N 49° W	3 3/5 "	" 30	S 10° E	12 "
" 16	N 11° E	8 "	" 31	S 6 1/2° W	10 "
" 17	S 72 1/2° E	19 1/5 "	The place of beginning containing by Computation fifty acres (50 A.)		
" 18	N 53° E	19 1/5 "			
" 19	S 73° E	11 "			

Surveyed by Jas W Saltth.

Exhibit "D"

Bearings and Distances of Lot No 2, one of the divisions of the Real Estate of John B Mackall & others, as laid down by the Commissioners appointed to make partition thereof, the 15th day of July 1886,

beginning for the same at the beginning of the 11th general outline, thence running with said outline

Station	Bearings	Distances	Station	Bearings
No 1	N 84° E	5 Perches	No 11	N 63° W
" 2	S 80° E	15 3/5 "	" 12	N 57 1/2° W
" 3	N 64 1/2° E	15 3/5 "	" 13	N 35 1/2° W
" 4	S 77° E	5 "	" 14	N 22° W
" 5	N 48° E	15 "	" 15	N 48 1/2° W

" 7	N 18 1/2° E	10 "	" 26	S 10 1/2° W	10 "
" 8	N 9° E	18 "	" 27	N 80 1/2° W	14 "
" 9	East	26 "	" 28	N 43 1/2° W	5 3/5 " to
" 10	N 20° E	5 3/5 "	Stake on the bank of the Cove, thence for the cross line		
" 11	N 23° W	6 "	" 29	S 29° W	114 Perches
" 12	N 53° W	15 3/5 "	" 30	S 10° E	12 "
" 13	N 69° W	13 3/5 "	" 31	S 6 1/2° W	10 " to
" 14	N 52° W	7 1/5 "	the place of beginning containing fifty acres (50 A)		
" 15	N 49° W	8 3/5 "	Surveyed by Jas W Talbot.		
" 16	N 11° E	8 "			
" 17	S 72 1/2° E	19 3/5 "			
" 18	N 53° E	19 3/5 "			
" 19	S 73° E	11 "			

Exhibit "D"

Boundaries & Distances of Lot No 2, one of the divisions of the Real Estate of John B Mackall others as laid down by the commissioners appointed to make partition thereof the 15th day of July 1856.

Beginning for the same at the beginning of the 11th general outline, thence following with said outline

Stations	Boundaries	Distances	Stations	Boundaries	Distances
No 1	N 84° E	5 Perches	No 11	N 63° W	8 Perches
" 2	S 80° E	15 3/5 "	" 12	N 57 1/2° W	7 1/5 "
" 3	N 64 1/2° E	15 3/5 "	" 13	N 55 1/2° W	8 "
" 4	S 77° E	5 " to	" 14	N 22° W	7 1/5 "
a stake near the wharf, thence with the mouth of the public road			" 15	N 48 1/2° W	10 3/5 "
" 5	N 6 1/2° E	10 Perches	" 16	N 67° W	9 1/5 "
" 6	N 10° W	12 " thence	" 17	N 34° W	11 1/5 " to
beginning the public road			a stake on the 5th general outline, a boundary of Lot No 3		
" 7	N 29° E	114 Perches to	" 18	S 20° W	69 Perches to a
a stake on the bank of the Cove on the 4th general outline.			stake by the side of the Public road,		
" 8	N 43 1/2° W	3 Perches	" 19	S 20° E	14 Perches
" 9	N 53 1/2° W	16 perches	" 20	S 13° E	15 3/5 "
" 10	N 77° W	10 "	" 21	S 3 1/4° W	(56) " to the
			place of beginning, containing fifty one acres and one Rod. (61 A 1 R) Surveyed by Jas W Talbot.		

GOLSON'S COVE PLAT

LIBERO 4 3 0 FOLIO 7 28

True North Meridian
 Aug. 1946 Declination
 10°-13'-34"

ST. LEONARD CREEK
 Wetland Boundary

Cape Leonard
 Section "B" Plat
 "Shore Line Boundary"

COVE
 Mean High Tide
 Boundary

Scale: 1" = 200'

Equity Case No.60
 "Bank of Cove Boundary"
 Liber J.S.- 3, Page 446
 "Meanderings of Quarter Cove"
 "Adverse Possession Claim-of-Title"
 Liber A.W.R.- 6, Page 173
 Tract 1. Boundary
 See: Equity Case No.E-84-061 and
 Court of Special Appeals of Md.
 September Term, 1987 No.220

LIBER 296 PAGE 001
 LIBER 256 PAGE 373

Lot 1/2 Stake

Surveys by:

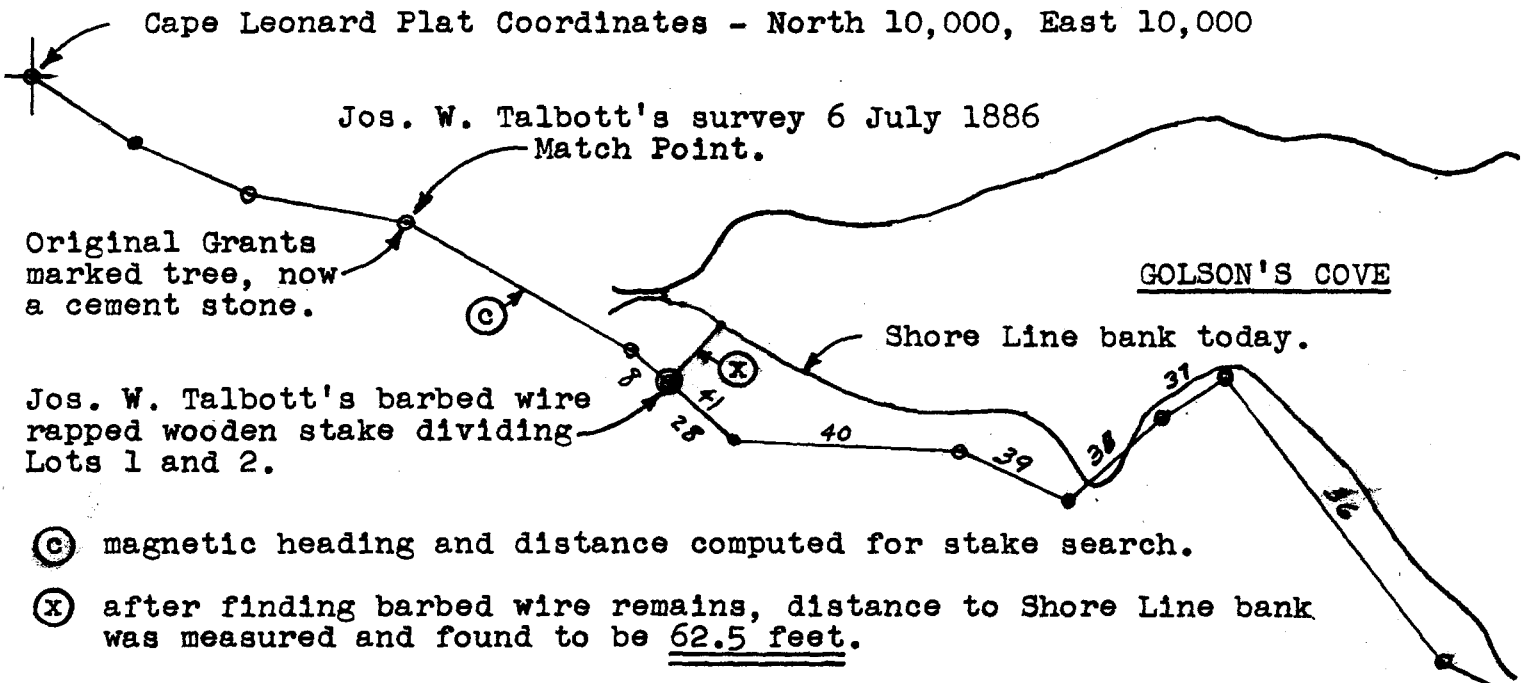
1. Joseph W. Talbott - 6 July 1886
 Elected Calvert County Surveyor.
2. K & S SURVEYS - W. C. Folsom, Aug. 1946
 Cert. Prof. Engr. & Land Surveyor.
3. GREENHORNE & O'MARA, INC.
 Using stereo-photogrammetric methods
 from aerial photography flown during
 April 1977. This Topographic Map sheet
 provides a 6°-21' Declination difference
 between 1. & 2. surveys above.

(Concrete Marker)
 Historical Marked Oak

EXHIBIT G-16

5716

PROOF JOS. W. TALBOTT WAS AWARE JAMES F. KING OWNED
GOLSON'S COVE AND SOME LAND SOUTH OF COVE



NOTE: Visual search for the stake was unsuccessful.
"MICRONTA" Metal Detector search found the 97 year old fused barbed wire.
A DISPLAY EXHIBIT WILL BE USED IN THE TRIAL.
A 2' long 2" by 2" treated wood stake was driven into the barbed wire hole location for record.

EXHIBIT G-17



DISTRICT COURT OF MARYLAND FOR Calvert County

Located at Court House, Prince Frederick, Maryland 20678

Case No.: 60665904

STATE OF MARYLAND

VS MARQUARDT, FRANK R
6408 15th Street
Alexandria, VA 22307

CC#: SID:
Local ID: DL#:
Race: 2 Sex: M Ht: 6 00 Wt: 170 Hair: BLK Eyes:
DOB: 12/10/18 Phone(H): (703)765-4497(W):

COMMENTS: MR. MARQUARDT MAY ALSO BE LOCATED AT CAPE LEONARD.....

Charge | Statute | AR/Citation
LEASED OYSTER BED VIOLATION | |

Charge | Statute | AR/Citation
THEFT:LESS \$300 VALUE |27 342 |

CRIMINAL SUMMONS ON CHARGING DOCUMENT

STATE OF MARYLAND, Calvert County, to wit:

To the Defendant:

YOU ARE SUMMONED AND COMMANDED to appear for trial in this Court
on 28 August 1991 at 01:00 o'clock PM, Room: 01,
to answer the charge(s) lodged against you in the charging document attached hereto.

NOTICE TO DEFENDANT: If you fail to appear at the place, time and date set forth above,
a warrant for your arrest may be issued. If you change your name, address, or telephone number,
you must notify the Court at the above location prior to the trial date.

Date: 07/12/91

Judge/Commissioner/Clerk:

Given to: CALVERT COUNTY SHERIFF'S DEPT

Richard A. Parker
RICHARD A. PARKER 4007 COPY

NOTICE TO OFFICER: If not served by 29 July 1991, return to the Court.

ACKNOWLEDGEMENT

I acknowledge receipt of a copy of this Summons and hereby promise to appear as required
by the Summons. I understand that acceptance of this Summons is not an admission of guilt but
that my failure to appear at the place, time and date herein set forth will result in the issuance
of a warrant for my arrest.

Date: _____

Signature of Defendant: _____

RETURN OF SERVICE

- I certify that I delivered a copy of this Summons personally at _____ M. 02 _____ at _____
I certify that the Defendant could not be found.
I certify that I personally attempted to deliver a copy of this Summons to the Defendant but he refused to accept
the same and/or sign a receipt for same.

Signature & Title of Peace Officer: _____

Printed Name of Officer: _____

Agency, Sub-Agency, I.D.: _____

Date: _____

EXHIBIT H-1



DISTRICT COURT OF MARYLAND FOR Calvert County
 Located at Court House, Prince Frederick, Maryland 20678



Case No.: 60665904

STATE OF MARYLAND
COMPLAINANT
MALONEY, WILLIAM E
 2005 Indian Circle
 St. Leonard, MD 20685
 Phone(H): (301)586-0112
 Phone(W): () -

VS **MARQUARDT, FRANK R**
 6408 15th Street
 Alexandria, VA 22307
 CC#: SID:
 Eyes: DL#:
 Race: 2 Sex: M Ht: 6 00 Wt: 170 Hair: BLK
 DOB: 12/10/18 Phone(H): (703)765-4497
 Phone(W): () -

STATEMENT OF CHARGES

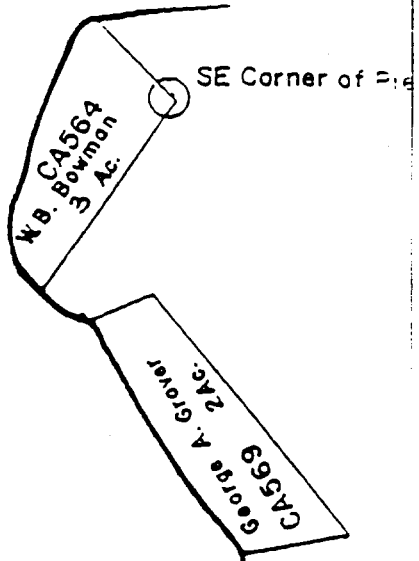
UPON THE FACTS CONTAINED IN THE APPLICATION OF MALONEY, WILLIAM E
 IT IS FORMALLY CHARGED THAT MARQUARDT, FRANK R at
 the dates, times, and locations specified below:

CHG/CIT	STATUTE	PENALTY	DESCRIPTION OF CHARGE
No Code	N.R. SEC 4-11A-15(b)0 D &/or	\$500.00	LEASED OYSTER BED VIOLATION On or About 07/10/91 Cape Leonard, St. Leonard, Calvert Cty., Maryland..... did remove five boundary markers of a leased oyster bottom. Against the Peace, Government, and Dignity of the State.
3 2399	27 342	18 M &/or \$500.00	THEFT:LESS \$300 VALUE On or About 07/10/91 Cape Leonard, St. Leonard, Calvert Cty., Maryland..... ...did, steal leased oyster bed markers from William E. Maloney , the property of William E. Maloney , having a value of less than \$300. Against the Peace, Government, and Dignity of the State.

EXHIBIT H-2

Date: 07/12/91 Time: 16:00:51

Judicial Officer: Richard A. Parker 4007



East Gable of Boathouse

~~VICTORIE COVE~~
QUARTER COVE

MALONEY 1.3 ACRES
CA 599

~~QUARTER COVE~~

ST. LEONARD CREEK

Kenneth R. Kaumeyer
CA 593

CKALL

James L. Langley
.Ac CA 595

Charles E. Thomas 5Ac.
CA 597

Jacob E. Breeden
CA565

EXHIBIT H-3

THIS AGREEMENT OF LEASE made this Fourth day of March, 1991, between THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF MARYLAND, Owner, and William & Janet Maloney (Name) of 2005 Indian Circle, Saint Leonard, Maryland 20685 (Address), Lessee. WITNESSETH, that the Owner demises and leases unto the Lessee the below described real property to be used solely for the purpose of shellfish cultivation for a term of twenty years beginning on the Fourth day of March, 1991, and ending on the Third day of March, 2011.

All that lot, piece, parcel or subdivision of land situated, lying and being in St. Leonard Creek on the West side thereof, in a small cove just South of Cape Leonard in Calvert County, State of Maryland, which in accordance with a survey made the 8th day of March 1991, under the direction of C. Scott Marple, Chief Hydrographer, duly filed in the office of the Maryland Department of Natural Resources; and is described as follows, that is to say:

BEGINNING at a point which is Corner #1, defined by Latitude 38° 23' 24.22" and Longitude 76° 29' 25.68"; situated at or near the mean low water mark on the shore; thence following the mean low water line, excluding all creeks and coves less than 100 yards in width running Northwesterly (true) about 196 yards to Corner #2, a point at or near the mean low water mark on the shore, defined by Latitude 38° 23' 28.17" and Longitude 76° 29' 31.13"; thence running North 54° 47' East (true) about 35 yards to Corner #3, a point defined by Latitude 38° 23' 28.76" and Longitude 76° 29' 30.06"; thence running South 46° 36' East (true) about 178 yards to Corner #4, a point defined by Latitude 38° 23' 24.24" and Longitude 76° 29' 24.93"; thence running South 22° 14' West (true) about 33 yards to the point of beginning.

Laid out for and containing one (1) acre, more or less.

The annual rent shall be \$3.50 per acre, payable in advance of March 4th of each year or such modification thereof as may now or hereafter be established by regulation of the Department. Any rate change shall be effective on the next annual rental date following promulgation of the change by regulation. If any part of the rent required by a lease remains unpaid for more than 60 days after it becomes due, the Department may declare the lease null and void and the land shall revert to the State and may be leased again. The Department may cancel any lease, either in whole or in part, and may diminish or cancel the annual rental to an extent commensurate with the area remaining under lease on the written request of the lessee.

The term of the lease is contingent upon utilization, to include the planting or harvesting of not less than 25 bushels of oysters or 25 bags of clams per lease during 1 year of each 3 year period. A lease holder shall maintain records documenting activities which show that the lease is being used for shellfish production as required by the Department. Should a leaseholder fail to actively utilize leased bottom, the leasehold shall revert to the State and may be leased again.

The lease is not transferable without request to the DEPARTMENT OF NATURAL RESOURCES. An attempt to transfer or assign any interest to a non-resident of the State or to a corporation or joint-stock company will cause the interest of the grantor or assignor to revert to the State as if a lease had not been made.

Further, if a person attempts to assign an interest to any person so that the assignee holds acreage exceeding the maximum limit permitted, the interest of the grantor or assignor shall revert to the State as if the lease had not been made.

This lease is subject to all the provisions of Section 4-11A, of the Natural Resources Article of the Annotated Code of Maryland and the amendments thereto as well as the specific provision that the United States, the State of Maryland, or any political sub-division of the State, its agents, contractors and assigns are released and forever discharged from any and all manner of actions and damage, whatsoever, whether in law or in equity, which the said lessee now has, hereafter can, shall or may have, or which the said Lessee's heirs, assigns, executors or administrators hereafter can, shall or may have against the United States, the State of Maryland, or any political sub-division of the State, its agents, contractors and assigns for, or by reason of, any damage to the above described oyster bed which may be caused, directly or indirectly, from dredging, mining or any public improvement project as well as subsequent maintenance thereof.

*This lease is also accepted subject to any and all riparian rights.

Examined and certified

Chief Hydrographer

Signature of Lessee
witnessed by:

(2) Teresa Bassett

Lessee should sign on line (1) and have witnessed on line (2), and then return to DEPARTMENT OF NATURAL RESOURCES to be recorded.

Revised 7/90

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES

By: _____

Director of Fisheries

(1) William Maloney
Lessee

Janet Maloney

WILLIAM E. MALONEY
JANET T. MALONEY
PH. 301-586-0112
2005 INDIAN CIRCLE
SAINT LEONARD, MARYLAND 20685

3949

June 15 19 91 7-16 0478 520

PAY TO THE ORDER OF Dept. of Natural Resources \$ 3 50
Three & 50/100 DOLLARS

PRINCE FREDERICK OFFICE
MARYLAND NATIONAL BANK
PRINCE FREDERICK, MARYLAND 20678

FOR CA 599 William E. Maloney

⑆05 2000 1681⑆ 3949 0066 2456 14⑆

Lease #CA 599
Page Two

EXHIBIT H-5

RECEIVED
JUN 19 1991
STATE DEPARTMENT OF NATURAL RESOURCES

APPLICATION FOR A LEASE

TO THE TIDEWATER ADMINISTRATION OF THE STATE OF MARYLAND
APPLICATION MUST BE ACCOMPANIED BY APPLICATION FEE OF \$300.00

The application of WILLIAM E. & JANET T. MALONEY
(Please print full name)

a resident of 2005 INDIAN CIRCLE ST. LEONARD, CALVERT COUNTY
(Give Complete Address) MD. 20688

in the State of Maryland, respectfully shows:

1st. That this applicant is a resident of Maryland.

2nd. That in accordance with the law, he intends to use the grounds hereinafter described only for the purpose of planting and cultivating oysters or other shellfish.

3rd. That he is the minimum age of eighteen.

4th. That the lease is not transferable without request to the TIDEWATER ADMINISTRATION.

5th. That he will accept the lease subject to all the provisions of Natural Resources Article, Section 4-11A, Maryland Annotated Code, and amendments thereto, as well as the specific provisions that he will release and forever discharge the United States, the State of Maryland, or any political subdivision of the State, its agents, contractors, and assigns from any and all manner of actions and damage, whatsoever, whether in law or in equity, which he, as lessee, hereafter can, shall or may have or which his heirs, assigns, executors, or administrators hereafter can, shall or may have against the United States, the State of Maryland or any political sub-division of the State, its agents, contractors and assigns for, or by reason of, any damage to the oyster bed described below that may be caused, directly or indirectly, from dredging, mining, or any public improvement project as well as subsequent maintenance thereof.

6th. The annual rental shall be \$ 3.50 per acre, or such rate as hereafter established by regulation of the Department, payable in advance of the rental due date of each year. Any rate change shall be effective on the next annual rental date following promulgation of the change by regulation.

EXHIBIT H-6

The undersigned, therefore, request hereby, that said Administration lease to W.E. & J.T. MALONEY in the name and on behalf of the State of Maryland 1.2 acres of ground, located under the waters of the State of Maryland, which ground is more particularly described as follows, and which I have marked by placing not less than four stakes, one of which bears my name.

TO WIT:

A RECTANGULAR AREA APPROXIMATELY 100 FEET
BY 500 FEET LOCATED ADJACENT TO THE
SHORELINE ON THE SOUTH SIDE OF
QUARTER COVE WHICH IS AN EMBAYMENT
OF ST. LEONARD CREEK AS SHOWN ON THE
ATTACHED CHART

Dated at ST. LEONARD MD, Maryland this 9th
day of OCTOBER, in the year 1990.

William E. Maloney
Janet J. Maloney
Signature of Applicant

Social Security #: 579-36-8816
578-24-3281

AN AGENCY OF THE MARYLAND DEPARTMENT OF NATURAL RESOURCES

EXHIBIT H-7



DISTRICT COURT OF MARYLAND FOR

City/County

Located at

Case No.

COMPLAINANT/APPLICANT

DEFENDANT

Name: William E. Maloney (Print)
Address: 2005 Indian Circle (Number and Street)
St. Leonard, Md. 20685 586 0112 (City, State, and Zip Code) Telephone

Name: Frank R. Marquardt (Print)
Address: 6408 15th Street (Number and Street)
Alexandria, Va. 22307 703 765 4497 (City, State, and Zip Code) Telephone

Court Address

CC#

Agency, Sub-Agency, and I.D. # (Officer Only)

DEFENDANT'S DESCRIPTION: Driver's License# ? Sex M. Race W. Ht. 6 Wt. 170
Hair black Eyes? Complexion Ruddy SS # 336 09 2957 DOB: 12/10/18 ID

APPLICATION FOR STATEMENT OF CHARGES

I, the undersigned, apply for a statement of charges and a summons or warrant which may lead to the arrest of the above-named Defendant because on or about July 10, 1991 at the Complainant's oyster lease adjacent to Capr Leonard the above-named Defendant

(Concise statement of facts showing that there is probable cause to believe that a crime has been committed and that the Defendant has committed it):
(1) did remove five boundary markers of a leased oyster bottom in violation of Section 4-11A-15(b) of the Annotated Code of Maryland and
(2) removed property of the Complainant consisting of 2 - 9" Norfloat with cinderblock anchors and line valued at \$25.00 each. Buoy

(Continued on attached pages) (DC/CR 1A)

I solemnly affirm under the penalties of perjury that the contents of this Application are true to the best of my knowledge, information and belief.

Reported to DNR
Police i- Cpl. Bates
Officer's Signature

Date

I have read or had read to me and I understand the Notice on the back of this form.

Date

Applicant's Signature

Subscribe and sworn to before me this 12th day of July, 1991
Time: 3:40 PM. Judge/Commissioner [Signature] ID 400

I understand that a charging document has been issued and that I must appear for trial on [] on [] Date
at [] Time, [] when notified by the Clerk, at the Court location shown at the top of this form.

Applicant's Signature

[] I declined to issue a charging document because of lack of probable cause.

Date

Commissioner

Witnesses' Names and Addresses:

Name: Kirby White, Address: 2026 Indian Circle St. Leonard, Md. 20685
Name: Garth Wilbur, Address: 2395 Cape Leonard Dr. St. Leonard, Md.

EXHIBIT H-8

Defendant's Name..... Frank R. Marguardt Case No.....

CONTINUATION SHEET

APPLICATION FOR STATEMENT OF CHARGES/STATEMENT OF PROBABLE CAUSE

2- 20" X 12" signs reading "Maloney Oyster Lease CA-599" with re-
placement costs of approximately \$50.00, and 3 - 5-foot metal
fence posts valued at \$3.00 each

OYSTER BATTON WAS LEASED TO ME
~~THE~~ BY THE STATE OF MARYLAND
UNDER LEASE NUMBER CA-599

MR. MARGUARDT WAS CASTAWAYED RE MARGUARDT
THE MARGUARDT ON JULY 10 1991 BY MR
K. Z. R. BY WHITE

Date

William E. Maloney
Applicant's Signature

EXHIBIT H-9



DISTRICT COURT OF MARYLAND FOR

CALVERT COUNTY

City/County

Located at

Court Address

Case No.

COMPLAINANT/APPLICANT

DEFENDANT

FRANK RICHARD MARQUARDT

WILLIAM E. MALONEY

VS.

Name (Print) 6408 15th STREET

Name (Print) 2005 INDIAN CIRCLE

Address (Number and Street) ALEXANDRIA, VA. 22307 703-765-4497

Address (Number and Street) St. LEONARD, Md. 20685 586 0112

City, State, and Zip Code Telephone

City, State, and Zip Code Telephone

Agency, Sub-Agency, and LD. # (Officer Only)

CC#

DEFENDANT'S DESCRIPTION: Driver's License#

SS # 579-36-8816 & SS # 578-24-3281 Sex M Race W Ht 6' Wt 175

Hair Eyes Complexion Other DOB ID

APPLICATION FOR STATEMENT OF CHARGES

I, the undersigned, apply for a statement of charges and a summons or warrant which may lead to the arrest of the above-named Defendant because on or about 29 JUNE 1991 & again in mid JULY 1991 on Complainant's "GOLSON'S COVE" property, Recorded as Liber ABE 256/373, Liber ABE 296/001 and Liber ABE 430/720, Tax Parcel No. 0045 assessed to the Marquardts.

(Concise statement of facts showing that there is probable cause to believe that a crime has been committed and that the Defendant has committed it)

(1) did trespass and emplace five permanent trespass intrusion items on Complainant's aforesaid property and after being directed by Certified Mail to immediately remove all items (Receipt acknowledged on Monday, 1 July 1991 is attached), did not do so by 9 July 1991, 8 days later.

(Continued on attached... pages) (DC/CR 1A)

I solemnly affirm under the penalties of perjury that the contents of this Application are true to the best of my knowledge, information and belief.

NO. (See the attached Law)

Date

Officer's Signature

I have read or had read to me and I understand the Notice on the back of this form.

Date

Applicant's Signature

Subscribe and sworn to before me this 16 day of AUGUST, 19 91

Time: M. Judge/Commissioner ID.

I understand that a charging document has been issued and that I must appear for trial on at Time, when notified by the Clerk, at the Court location shown at the top of this form.

declined to issue a charging document because of lack of probable cause.

With The MARYLAND DEPT. OF NATURAL RESOURCES Issuing MR. MALONEY w/ oyster lease I do NOT find Probable Cause for the charge of TRESPASS OR ANY OTHER CRIMINAL ACT

Applicant's Signature

Richard A. Parker 400

Commissioner

8-16-91

Name Number and Street/Agency/Sub-agency/L.D.

City, State, Zip

Name Number and Street/Agency/Sub-agency/L.D.

City, State, Zip

Name Number and Street/Agency/Sub-agency/L.D.

City, State, Zip

Name Number and Street/Agency/Sub-agency/L.D.

City, State, Zip

EXHIBIT H-10

CONTINUATION SHEET

APPLICATION FOR STATEMENT OF CHARGES/STATEMENT OF PROBABLE CAUSE

(2) After Complainant removed the permanent trespass intrusion items, which he has a property protection legal right to do after he, "first makes such efforts as are reasonable under the circumstances to achieve their peaceful withdrawal; and then, if that fails, uses no more force..... then is necessary to dispossess them" (see quotes from AMERICAN LAW OF PROPERTY attached), Defendant again trespassed and emplaced four more permanent trespass intrusion items leaving the Complainant no choice but to press charges of trespass and seek a Court Ordered injunction forbidding Defendant's trespasses.....

(3) Defendant has known for a number of years that the Complainant owns "Golson's Cove" and was officially informed by the Commissioner of Land Patents on 6 March 1989 that Complainant also became the TITLE HOLDER via the State of Maryland issuing Warrant No. 81 to the Marquardts. (For proof of Marquardts' "Golson's Cove" ownership via "facts and law" read document "CHAIN-OF-TITLE TO GOLSON'S COVE" attached).....

NOTE: The Maryland Department of Natural Resources has absolutely no right to lease the Complainant's property to anyone. Inhouse issue of an Oyster Lease under their own numbering system, and not recording same in Public access Land Records of Calvert County, is a Violation of the Real Property Recordation Laws of Maryland. THUS, Maloney does not have an Oyster Lease. The public must be notified by recordation to initiate a Civil Action against DNR for creating "a cloud" over a legally Recorded Deed.....

Date

Applicant's Signature

EXHIBIT H-11

22 August 1991

STATE OF MARYLAND STATE'S ATTORNEY OFFICE
DISTRICT COURT OF MARYLAND FOR CALVERT COUNTY
COURT HOUSE, 175 MAIN STREET P.O. BOX 409
PRINCE FREDERICK, MARYLAND 20678

Case No. 60665904 STATE OF MARYLAND v. FRANK R. MARQUARDT

- RE: (1) Liber ABE 430/720 (Liber ABE 256/373 and ABE 296/01 joined)
- (2) Calvert County Circuit Court CA 90-770
WILLIAM E. MALONEY'S "DECEIT," "LARCENY" AND "FRAUD"
- (3) Calvert County Circuit Court CA 90-770
D.N.R. ASSISTANT ATTORNEYS GENERAL "MALFEASANCE"
CLANDESTINE RECORDING OF FALSE LEASE #CA 599

Gentlemen:

Commissioner Richard A. Parker has charged Frank R. Marquardt with "false arrest," because he did not check with Dudley R. McCready, Calvert County Office Supervisor for Maryland State Department of Assessments and Taxation, to determine if a legally recorded deed, RE: (1), exists for the Golson's Cove (Quarter Cove) Tract of the 25 October 1675 Patent to Roger Baker.

The Marquardts are the "Successor in Interest" to Golson's Cove for almost 12 years now, and remain so, because:

1. The State of Maryland has assigned a Tax Map 39 Parcel No.45 to Marquardts' Deed, RE: (1), and sends us tax bills all of which we have paid (1990 TAX BILL Attached).
2. The State of Maryland has not initiated a Civil Action in these 12 years under Real Property Section 14-108, "Quieting title" because they cannot show ESCHEAT and the Marquardts have PROVED THAT "BREWHOUSE" with boundaries enclosing Golson's Cove has not ESCHEAT. (See CHAIN-OF-TITLE TO GOLSON'S COVE et seq. of RE: (3)).
3. The State of Maryland, by Dr. Edward C. Papenfuse signing Warrant No.81 on 6 March 1989 and attaching "The Land Office of Maryland Gold Seal of Approval" thereto, gave the Marquardts a "perfect title" to Golson's Cove while all judicial reviews are underway through the Courts to determine if the State of Maryland can now legally issue a "Quitclaim Patent" for submerged land Patented before the 1862 Law was passed. (See RE: (3) Page 2).

Since the Marquardts are the Recorded Owners of Golson's Cove (the State has not "inherited" it in 1776), they have every right to exercise their land possession rights to eject (confiscate) Maloneys' permanent trespass materials as explained on Page 6 of RE: (3).

The D.N.R. has gone too far in creating a "FALSE" (actually fraudulent) OYSTER LEASE to the Maloneys for submerged land Marquardts

EXHIBIT H-12

own and the State of Maryland D.N.R. has no rights to.

Since D.N.R's Oyster Lease is a "FRAUD," the Maloneys, under oath, have violated Article 27. Section 151. of the Annotated Code of Maryland. The Maloneys knew it was a fraud because they have our cove deeds and participated as "Objectors" in Warrants No.81 and No.82 and as Appellees in Appeal CA 90-770. Section 151. provides that any person who makes a false statement and/or false report of a crime, to any official or agency of the State, knowing the same to be false (See RE: (2), shall be subject to a fine of up to \$500 and/or be imprisoned for up to 6 months.

The Marquardts do not want to have the Maloneys be victims of D.N.R. inefficiency, cover-up and fraud, and, poor legal advice from Sharon K. Tucker and M. Brent Hare. When contacted, Richard A. Parker said he had no authority to cancel Case No.: 60665904 he initiated.

After reading this letter, its attachments and references (1), (2) and (3), I believe you will agree that this "false arrest" is not going to prevail and is not in the best interests of the State of Maryland and should be cancelled.

I hereby request, that this frivolous "false arrest" harassment Case No.: 60665904 of the Maloneys be cancelled.

Respectfully yours,


FRANK R. MARQUARDT

EXHIBIT H-13



JESSIE JO BOWEN, Treasurer

CALVERT COUNTY
175 Main St. Courthouse
PRINCE FREDERICK, MARYLAND 20678
301-535-1600 ext. 272
or 855-1243 FAX 301-535-6035

1990 REAL ESTATE TAX BILL
FISCAL YEAR JULY 1, 1990 - JUNE 30, 1991
LEVY 1990

TAX RATE PER \$100.	
STATE	COUNTY
.21	2.23

TOTAL ASSESSMENT	STATE TAX	COUNTY TAX	CREDITS & ADDITIONS	TOTAL TAX
370	.78	8.25		9.03

DATE PAID

PARCEL No. 45

17.43 AC (GOLSON'S COVE)

ADJ CAPE LEONARD

... AFTER OCTOBER 1, 1990 ADD 1% EACH MONTH UNTIL PAID.

... TAXES ARE IN ARREARS AFTER OCTOBER 1, 1990, FAILURE TO RECEIVE TAX BILL IS NO EXCUSE FOR NOT PAYING TAX BILL.

... IT IS THE TAXPAYER'S RESPONSIBILITY FOR FORWARDING BILL TO MORTGAGE CO. OR BANK FOR PAYMENT.

... IF RECEIPT IS REQUESTED CHECK HERE

INTEREST ON	
STATE TAX	\$
COUNTY TAX	\$
	\$
TOTAL	

CREDITS

1. Senate Bill
2. Circuit Breaker
3. Agr/Land Pres
4. Barn Cr
5. Enterprise Zone Cr
6. Hold Harmless
7. Historic

FEES

- L. Solid Waste
- H. Road Tax
- W. Waterway
- E. Erosion
- I. Impact Fee

1 01 19482-1 N
MARQUARDT, FRANK R & MARY A
408 15TH ST
ALEXANDRIA VA 22307
039 0045
MAKE CHECKS PAYABLE TO : JESSIE JO BOWEN, TREASURER
RETAIN THIS COPY FOR YOUR RECORDS



JESSIE JO BOWEN, Treasurer

CALVERT COUNTY
175 Main St. Courthouse
PRINCE FREDERICK, MARYLAND 20678
301-535-1600 ext. 272
or 855-1243 FAX 301-535-6035

1990 REAL ESTATE TAX BILL
FISCAL YEAR JULY 1, 1990 - JUNE 30, 1991
LEVY 1990

TAX RATE PER \$100.	
STATE	COUNTY
.21	2.23

TOTAL ASSESSMENT	STATE TAX	COUNTY TAX	CREDITS & ADDITIONS	TOTAL TAX
470	.99	10.48		11.47

DATE PAID

31.60 AC

... AFTER OCTOBER 1, 1990 ADD 1% EACH MONTH UNTIL PAID.

... TAXES ARE IN ARREARS AFTER OCTOBER 1, 1990, FAILURE TO RECEIVE TAX BILL IS NO EXCUSE FOR NOT PAYING TAX BILL.

... IT IS THE TAXPAYER'S RESPONSIBILITY FOR FORWARDING BILL TO MORTGAGE CO. OR BANK FOR PAYMENT.

... IF RECEIPT IS REQUESTED CHECK HERE

INTEREST ON	
STATE TAX	\$
COUNTY TAX	\$
	\$
TOTAL	

CREDITS

1. Senate Bill
2. Circuit Breaker
3. Agr/Land Pres
4. Barn Cr
5. Enterprise Zone Cr
6. Hold Harmless
7. Historic

FEES

- L. Solid Waste
- H. Road Tax
- W. Waterway
- E. Erosion
- I. Impact Fee

1 01 20580-3 N
MARQUARDT, FRANK R & MARY A
408 15TH ST
ALEXANDRIA VA 22307
039 0172
MAKE CHECKS PAYABLE TO : JESSIE JO BOWEN, TREASURER
RETAIN THIS COPY FOR YOUR RECORDS

EXHIBIT H-14

FEB 14, 2005
MONDAY

DISTRICT COURT OF MARYLAND
CRIMINAL SYSTEM INQUIRY EVENT HISTORY DISPLAY

02/14/05
DIST: 04

CASE: 0060665904 CR STATUS: C CHG DATE: 92/10/30 CC: DIST: 04 01
TRACKING NO: 000060665904 LOCAL ID: DOC: SUM ISSUED: 91/07/12
NAME: MARQUARDT, FRANK R DOB: 18/12/10 HT/WT: 600 170 SEX/RACE: M2
ADDR: 6408 15TH STREET DISP: TRL 92/10/30 CNSL: DEF:
ALEXANDRIA VA 223070000 TRIAL DATE: TIME:
DPAY: DUE: FINAL: ROOM: TYPE: DATE SET:
SID:

TYPE	DATE	BATCH	PREP	DATE/ID	C	COMMENT
SUMI	910712		910712	Q42	1	SUM ISSUED 910712 AGENCY:ZD 04
SUMS	910726		910718	QEL		SUM SERVED 910718
PPTR	910829		910829	QEL		910828,0100P,JOINT REQUEST
PPTR	911021		911021	QEL		911017,0100P,NEED VISITNG JUDGE IN JANUARY
PPTR	911205		911205	QEL		920205,0100P,NEED V.J. W/ NO OTHER CASES
COMM	920828		920827	QEL		CONTINUED UNTIL COURT OF SPECIAL APPEALS
COMM	920828		920827	QEL		RENDERS DECISION. NEED VISITING JUDGE.
PPTR	920828		920828	QEL		920827,0100P,JOINT REQUEST
D001	921030		921030	QEL		001;NG ; ; ; ; ;

NEXT PAGE

P/N

PAGE 001

FEB 14, 2005
MONDAY

DISTRICT COURT OF MARYLAND
CRIMINAL SYSTEM INQUIRY EVENT HISTORY DISPLAY

02/14/05
DIST: 04

CASE: 0060665904 CR STATUS: C CHG DATE: 92/10/30 CC: DIST: 04 01
TRACKING NO: 000060665904 LOCAL ID: DOC: SUM ISSUED: 91/07/12
NAME: MARQUARDT, FRANK R DOB: 18/12/10 HT/WT: 600 170 SEX/RACE: M2
ADDR: 6408 15TH STREET DISP: TRL 92/10/30 CNSL: DEF:
ALEXANDRIA VA 223070000 TRIAL DATE: TIME:
DPAY: DUE: FINAL: ROOM: TYPE: DATE SET:
SID:

TYPE	DATE	BATCH	PREP	DATE/ID	C	COMMENT
D002	921030		921030	QEL		002;NG ; ; ; ; ;
DTRL	921030		921030	QEL		TRIAL, <u>ALL CHARGES DISPOSED</u>
SCHG	921030		921030	QEL		A TO C

JUDGE 9F2

Holtz

NEXT PAGE

P/N

PAGE 002

EXHIBIT H-15

FEB 14, 2005
MONDAY

DISTRICT COURT OF MARYLAND
CRIMINAL SYSTEM INQUIRY CHARGE/DISPOSITION DISPLAY

02/14/05
DIST: 04

CASE: 0060665904 CR STATUS: C CHG DATE: 92/10/30 CC: DIST: 04 01
TRACKING NO: 000060665904 LOCAL ID: DOC: SUM ISSUED: 91/07/12
NAME: MARQUARDT, FRANK R DOB: 18/12/10 HT/WT: 600 170 SEX/RACE: M2
ADDR: DISP: TRL 92/10/30 CNSL: DEF:
6408 15TH STREET TRIAL DATE: TIME:
ALEXANDRIA VA 223070000 ROOM: TYPE: DATE SET:
DPAY: DUE: FINAL: SID:

CHARGE	DISPOSITION
001 LEASED OYSTER BED VIOLATION	PLEA: <u>NG</u> DISP: <u>NG</u> 92/10/30 ACS:
CJIS: AR:	FINE: SUSP FINE:
AMENDED: MO/PLL:	COST: SUSP COST:
CAUSE: X 000000	CICF: SUSP CICF:
VICTIM AGE:	PBJ END: PROB END:
INCIDENT DATE: / / -	TERM: SUSP TERM:
	CREDIT TIME SERV: REST:

NEXT PAGE

P/N

PAGE 003

*Larry
visiting Judge Holtz*

FEB 14, 2005
MONDAY

DISTRICT COURT OF MARYLAND
CRIMINAL SYSTEM INQUIRY CHARGE/DISPOSITION DISPLAY

02/14/05
DIST: 04

CASE: 0060665904 CR STATUS: C CHG DATE: 92/10/30 CC: DIST: 04 01
TRACKING NO: 000060665904 LOCAL ID: DOC: SUM ISSUED: 91/07/12
NAME: MARQUARDT, FRANK R DOB: 18/12/10 HT/WT: 600 170 SEX/RACE: M2
ADDR: DISP: TRL 92/10/30 CNSL: DEF:
6408 15TH STREET TRIAL DATE: TIME:
ALEXANDRIA VA 223070000 ROOM: TYPE: DATE SET:
DPAY: DUE: FINAL: SID:

CHARGE	DISPOSITION
002 THEFT:LESS \$300 VALUE	PLEA: <u>NG</u> DISP: <u>NG</u> 92/10/30 ACS:
CJIS: 3 -2399 AR:	FINE: SUSP FINE:
AMENDED: MO/PLL:	COST: SUSP COST:
CAUSE: X 000000	CICF: SUSP CICF:
VICTIM AGE:	PBJ END: PROB END:
INCIDENT DATE: / / -	TERM: SUSP TERM:
	CREDIT TIME SERV: REST:

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EXHIBIT H-16

FEB 14, 2005
MONDAY

DISTRICT COURT OF MARYLAND
CRIMINAL SYSTEM INQUIRY RELATED PERSONS DISPLAY

02/14/05
DIST: 04

CASE: 0060665904 CR STATUS: C CHG DATE: 92/10/30 CC: DIST: 04 01
TRACKING NO: 000060665904 LOCAL ID: DOC: SUM ISSUED: 91/07/12
NAME: MARQUARDT, FRANK R DOB: 18/12/10 HT/WT: 600 170 SEX/RACE: M2
ADDR: DISP: TRL 92/10/30 CNSL: DEF:
6408 15TH STREET TRIAL DATE: TIME:
ALEXANDRIA VA 223070000 ROOM: TYPE: DATE SET:
DPAY: DUE: FINAL: SID:

CONN NAME (OR AGENCY/SUB-AGY/OFCR) 07/12/91
COM MALONEY, WILLIAM E

2005 INDIAN CIRCLE
ST. LEONARD MD 206850000

DEF MARQUARDT, FRANK R 07/12/91

6408 15TH STREET
ALEXANDRIA VA 223070000

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PAGE 005

FEB 14, 2005
MONDAY

DISTRICT COURT OF MARYLAND
CRIMINAL SYSTEM INQUIRY RELATED PERSONS DISPLAY

02/14/05
DIST: 04

CASE: 0060665904 CR STATUS: C CHG DATE: 92/10/30 CC: DIST: 04 01
TRACKING NO: 000060665904 LOCAL ID: DOC: SUM ISSUED: 91/07/12
NAME: MARQUARDT, FRANK R DOB: 18/12/10 HT/WT: 600 170 SEX/RACE: M2
ADDR: DISP: TRL 92/10/30 CNSL: DEF:
6408 15TH STREET TRIAL DATE: TIME:
ALEXANDRIA VA 223070000 ROOM: TYPE: DATE SET:
DPAY: DUE: FINAL: SID:

CONN NAME (OR AGENCY/SUB-AGY/OFCR) 07/17/91
ASA RIDDLE, ROBERT

COURTHOUSE
PRINCE FREDERICK MD 20678

WIS WILBER, GARTH 09/13/91

P.O. BOX 457
HUNTINGTOWN MD 20639

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EXHIBIT H-17

FEB 14, 2005
MONDAY

DISTRICT COURT OF MARYLAND
CRIMINAL SYSTEM INQUIRY AUDIT DISPLAY

02/14/05
DIST: 04

CASE: 0060665904 CR STATUS: C CHG DATE: 92/10/30 CC: DIST: 04 01
 TRACKING NO: 000060665904 LOCAL ID: DOC: SUM ISSUED: 91/07/12
 NAME: MARQUARDT, FRANK R DOB: 18/12/10 HT/WT: 600 170 SEX/RACE: M2
 ADDR: 6408 15TH STREET DISP: TRL 92/10/30 CNSL: DEF:
 ALEXANDRIA VA 223070000 TRIAL DATE: TIME:
 DPAY: DUE: FINAL: ROOM: TYPE: DATE SET:
 SID:

TYPE SYSDATE SYSTIME OPID COMMENT

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FEB 14, 2005
MONDAY

DISTRICT COURT OF MARYLAND
CRIMINAL SYSTEM ACCOUNTS RECEIVABLE DISPLAY

02/14/05
DIST: 04

CASE: 0060665904 CR STATUS: C CHG DATE: 92/10/30 CC: DIST: 04 01
 TRACKING NO: 000060665904 LOCAL ID: DOC: SUM ISSUED: 91/07/12
 NAME: MARQUARDT, FRANK R DOB: 18/12/10 HT/WT: 600 170 SEX/RACE: M2
 ADDR: 6408 15TH STREET DISP: TRL 92/10/30 CNSL: DEF:
 ALEXANDRIA VA 223070000 TRIAL DATE: TIME:
 DPAY: DUE: FINAL: ROOM: TYPE: DATE SET:
 SID:

DPAY	DATE:	AMT:	FINAL DATE:	DUE:	
PAYMENT	TYPE:	SUSP:	CASH CREDIT:	PAID:	
PAYMENT	TYPE	DATE	AMOUNT PAID	DIS/LOC	REGISTER

END OF DISPLAY

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EXHIBIT H-18

RECEIVED
APR 18 2005
MARYLAND STATE ARCHIVES