Equity Record 1 + G 5

1856
1858

April Term 1856

Maryland Anne Arundel County to wit

At a Court of the Second Judicial Circuit of the State of Maryland begun and held at the City of Annapolis in and for Anne Arundel County aforesaid Sitting as a Court of Equity on the third Monday of April being the 21st day of the same Month in the year of our Lord one thousand eight hundred and fifty six

Present

The Honorable Nicholas Brewer Judge
R. H. Green Clerk

James Turner and Margaret Ann Turner his wife Samuel A Warfield (and) Camilla Warfield

vs.

Ann Warfield Laura E. Warfield (and) John S. Selby

Be it Remembered that heretofore to wit, on the 8th day of March 1856, Came James Turner and Margaret Ann Turner his wife, Samuel A Warfield and Camilla Warfield by Frank. H. Stockett their Solicitor into the Circuit Court for Anne Arundel County Sitting in Equity and Exhibited in said Court the Bill of Complaint against Ann Warfield, Laura E. Warfield and John S. Selby in the words following "to wit"

To the Honorable Nicholas Brewer Judge of Circuit Court for Anne Arundel County in Equity.

The bill of Complaint of James Turner and Margaret A. Turner his wife and Camilla Warfield of Anne Arundel County, and Samuel A. Warfield of Montgomery County, humbly complaining unto your Honor, shows, that by a deed bearing date on the twentieth day of March in the year Eighteen hundred and forty three certain James H. Watkins and Martha Ann his wife conveyed unto John S. Selby now of the City of Baltimore certain real Estate and certain negro Slaves in said deed particularly specified in trust as to said land and negroes and their increase for the sole and separate use of Ann Warfield wife of Philemon Warfield during the term of her natural life without impeachment ~~of~~ or for any manner of waste, and so that she might have and enjoy the aforesaid property and receive and take the rents issues and

profits thereof in the same manner as if she were a feme sole, and from and after the death of the said Ann Warfield, then in trust as to the aforesaid property and the increase of the said negroes to and for the use and benefit of the child and children of the said Ann Warfield by her then husband the said Philemon Warfield begotten, as tenants in common as will more particularly and at large appear by a certified copy of said conveyance taken from Liber W. S. G. No 26 folio 519 &c one of the Land Record Books of Anne Arundel County, which copy marked Exhibit A. and herewith filed is prayed may be taken as part of this their bill of complaint.

And your Orators and Oratrices further show that said property was delivered into the possession of the said Ann Warfield according to the intention and legal effect of said deed, and that she with her said husband Philemon Warfield continued to live on said real estate and she received the rents and hires of said negroes up to the time of the death of the said Philemon which occurred some years since, the said Philemon leaving only four children all of whom were the children of the said Ann Warfield his wife to wit your Oratrix, Mary Ann Warfield to the Complainant James Turner, your Orator and Oratrix Lemuel A. Warfield and Camilla Warfield and Laura E. Warfield who alone of the four is now under twenty one years old. And your Orators and Oratrices further charge that of the negroes named in said Conveyance the following have died to wit, negro man Peter, negro woman Maria and her children Hester, Elizabeth and Jane, negro man Jerry is infirm and valueless, and negro woman Priss is so delicate as to be worth but little, of the other negroes Bill and Sam the children of Maria are alive, the former about twenty one, and the latter about eighteen years old, Isaac the son of Priss aged about fifteen years, and negro woman Eliza. The following are the increase of said negroes, Dennis son of Priss now aged about ten years, and Matilda a daughter aged about seven years, and Cornelia about three

years old, Negro boy Dick the child of Maria aged about twelve years, Eliza has now the following children Davy about thirteen years old, Jack about eleven years old, Maria about nine years old, George about five years old, Kiddel about four years old, and Levi and Benjamin twins about six months old, Hester the daughter of Maria left four children Charles about seven years old, Jim about six years old, Martha about four years old, and Caroline who is infirm making in all twenty one negroes now alive.

Your Orators and Oratrices further state that in all these negroes and in said Land the aforesaid Ann Warfield is entitled to a life Estate, all of which is now in her possession use and enjoyment, and after her death the same belongs equally to the four children of the aforesaid Philemon Warfield hereinbefore named as tenants in common, that said slaves though numerous are entirely inadequate to work and cultivate said land owing to the infirmity of several of the grown ones, and of the tender years of most of the others, and that in consequence of this their support is a heavy burden in the trust property. They further state that the said Ann Warfield has no other personal property or means of cultivating said land and is not able to incur the outlay to purchase such property that if said land be retained she will be compelled to rent the same which will greatly depreciate its value, and that the rent thereof would furnish a very inadequate support for her and her family burdened as she would be with the support of the infirm servants and helpless children, They further state that the said land would at this time from peculiar circumstances command a better price in the market that it can again do for many years, or indeed at any time if it should be rented out and thereby injured, that they believe that said slaves can be fairly divided between the said four children and the said Ann, and if not they can be sold for good prices and the proceeds of said sales divided by order of this Court, and they are informed and believe that said Ann Warfield the tenant for life will not only consent to the sale of

said land, and the division or sale of said negroes but she is very anxious that the same should be done, she claiming to be allowed her, out of the proceeds of the sale of said land a portion equal to her life estate as prescribed by the rules of this Court, and in the division of said negroes a like proportion in their value, or if sold the same proportion in the proceeds of their sale, but that they are all advised that no such sale of said land and division or sale of said negroes can be made except under the authority of this Court, by reason of the tender years of one of the Children of the said Philemon and Ann to wit, the defendant Laura E. Warfield.

Your Orators and Oratrices further state that John S. Selby the trustee will consent that the aforesaid property shall be sold or divided in the manner hereinbefore stated, and they charge that such settlement of the aforesaid trust Estate will be for the interest and advantage of all the parties entitled thereto, and especially for the interest and advantage of the infant defendant Laura E. Warfield, and would be consistent with equity and the rights of all the aforesaid parties.

In consideration whereof and for as much as your Orators are remediless in the premises without the aid of this Court, and that the said Ann Warfield and Laura E. Warfield and John S. Selby may answer the Several matters and things hereinbefore stated as fully and particularly as if they were hereinagain stated and they were thereto specially interrogated, and that the aforesaid real Eastate may be sold by order of this Court for distribution among the parties therein interested according to their several and respective interests therein, and that said negroes may be decreed to be divided among said parties according to their several interests or if not divided or if incapable of any equal partition that the same may be sold and the proceeds of their sales divided among said according to their rights therein, and that your Orators and oratrices may have such further and other relief as the nature of the case and equity may require.

May it please your Honor to grant

unto your Orators and Oratrices the writ of Subpoena against the said Ann Warfield and Laura E. Warfield of Anne Arundel County and John S. Selby of Baltimore City, Commanding them to appear in this Court at some certain day to be therein named to answer the premises and abide by and perform such decree as may be passed therein, and as in duty &c

Frank H. Stockett
for Complainants.

Memorandum. The Exhibit A referred to with Bill will be found with the Commission for Testimony

And thereupon Writs of Subpoena were accordingly issued against the aforesaid defendants.

And the said writ of Subpoena against the defendant John S. Selby was returned thus Endorsed.

Service admitted 15 March 1856.

Afterwards to wit on the 17th day of March 1856 John S. Selby by J. Shaff Stockett his Solicitor files in said Cause his answer to the said Bill, in form following to wit.

To The Honorable Nicholas Brewer.

The separate answer of John S. Selby of the City of Baltimore to the Bill of Complaint of James Turner and Mary Ann his wife and others against this defendant and others in the Circuit Court for Anne Arundel County exhibited.

This defendant answering admits the execution of the Deed from James H. Watkins and wife to him a correct copy of which is filed with the Bill, and that thereby certain real estate and certain negroes particularly specified in said deed were Conveyed to this respondent in trust for the use of Ann Warfield wife of Philemon Warfield during her life and afterwards in trust for the children of the said Philemon and Ann Warfield for the particulars of which trust he refers to said deed.

This defendant further answering admits that said land and negroes have from that time never been

in his possession or under his control, but always in the possession and under the control of the said Ann Warfield who has used and occupied the same and taken the rents issues and profits thereof according to the terms of the aforesaid trust, and has the same still in her possession and use, He further admits that several of the negroes have died, some have become infirm, and a number have been born, but he is not certainly informed of the particulars in these matters and refers to the statements of the Bill and the answers of his codefendants.

He further admits that the said Philemon Warfield has departed this life leaving only four children, who are also the children of the said Ann his wife, and who are all correctly named in said bill, and that they are all above twenty one years old, except the defendant Laura E. Warfield. He also is informed and believes that the negroes owing to the infirmity of some and the tender years of many others are not competent to the cultivation of said real Estate, and that their support is a burden on the said Ann Warfield, He also admits that to rent out the farm would greatly impair its value, provided any revenue was derived from it by way of rent, and even then that such rent would be inadequate to the support of the said Ann Warfield and her family, under these circumstances he believes the interests of all parties would be promoted by a sale of the land, and a division or sale of the negroes in the manner prayed for by the said Bill, and he is willing that the Court should pass a Decree for the settlement of the aforesaid trust property by a sale of the land and a division or sale of the negroes, And he submits the whole matter to this Court and prays that he may be protected from all responsibility and &c.

J. Shaff Stockett
Solicitor

John S. Selby

And the said writ of Subpoena against the Defendants Ann and Laura E. Warfield was returned Endorsed as follows.

Summoned E. W. Duvall Sheriff

And afterwards to wit on the 26th day of

March 1856 a Commission was issued to J. Shaff Stockett of the City of Baltimore to take the answer of the Infant Laura E. Warfield to the said Bill.

And afterwards to wit on the 29th day of March 1856 Ann Warfield filed in said Cause her answer to the said Bill in the words following to wit.

Ann Warfield At. suit James Turner and wife and others	Circuit Court for Anne Arundel County In Equity

The separate answer of Ann Warfield of Anne Arundel County to the bill of Complaint of James Turner and Mary Ann his wife and others against this defendant and others in this Court exhibited.

This defendant for answer unto such parts of said bill as she is advised are necessary for her to answer unto, answering admits the execution of the deed of trust from James H. Watkins and wife to the said John S. Selby for the property and in the mode as specified in said bill, and that the Complainants Exhibit A. is a correct copy of said deed.

She also admits that said real and personal property except some since dead have continued in her possession and under her control and management from the time of the execution of the aforesaid deed up to this time; that the said Philemon Warfield has departed this life now some years, and that he left only four heirs at law who also are the children of this respondent to wit Mary Ann the wife of James Turner, Lemuel A. Warfield, Camilla Warfield and Laura E. Warfield who alone of the four is under twenty one years old.

Further answering she admits the death of negro man Peter, negro woman Maria, and her children Hester Elizabeth and Jane, who are some of the negroes named in said deed of trust; she also admits that negro man Jerry has become infirm and is valuelyle, and negro

woman Boise is of very small value, and that the other negroes named in said deed are still alive to wit, Bill and Sam the children of Maria, Isaac the son of Boise, and negro girl (now woman) Eliza, She further admits that the following are the increase of said negroes to wit Dennis son of Boise aged about ten years, Matilda her daughter aged about seven years, and Cornelia another daughter aged about three years; Negro boy Dick the child of Maria now about twelve years old; Eliza has now the following children Mary about thirteen years old, Jack about eleven years old, Maria about nine years old, George about five years old, Rodal about four years old, and Lewi and Benjamin twins about six months old, Hester the daughter of Maria left four children to wit, Charles about seven years old, Jim about six years old, Martha about four years old, and Caroline who is infirm and about two years old.-

Further answering she admits that said slaves though numerous in the aggregate, are still entirely insufficient to cultivate said land owing to their infirmities or tender years, and that their support is a heavy burden on this respondent and said trust Estate, and that she has no other personal property or means of purchasing any to enable her judiciously to cultivate said land, and her only resource for the support of herself and family would be the rent of the land and the hire of some few of the servants the income from which would be entirely inadequate for that purpose, and that the land by being rented must deteriorate greatly in value.

She admits that it will be greatly to the interest and advantage of all the parties interested that said land should be sold as prayed, and that said negroes should be divided among all the parties having claim thereto, This defendant in thus consenting to a sale of said land will insist that a portion of the proceeds of said sale equal to her life interest in the land shall be awarded to her according to the rule established by this Court, and that in the division of said negroes that such of them as will in value equal her life Estate in the whole according to the same rule shall be assigned to her.

With these reservations she consents that the

Decree may be passed by this Court as prayed for by the Complainants, and she further prays that all her costs in this behalf shall be allowed her.

Ann. Warfield.

State of Maryland
Anne Arundel County to wit.

On this Twenty Eight day of March in the year Eighteen hundred and fifty six before the Subscriber one of the Justices of the peace of the State of Maryland in and for Anne Arundel County personally appeared the within named Ann Warfield and made oath that the matters and things stated in the foregoing answer are true to the best of her knowledge and belief

Josiah Clark.

Afterwards to wit on the 1st day of April 1856 the Commissioner J. Shaff Stockett made Return of his said Commission with the answer of the Infant defendant Laura E. Warfield in the words following "To wit."

Maryland, &c,

The State of Maryland to J. Shaff. Stockett of Baltimore City, Greeting, Whereas James Turner and Mary Ann Turner and others lately exhibited their bill of complaint before us in our Circuit Court for Anne Arundel County, sitting as a court of Equity, against Ann Warfield and Laura E. Warfield. And whereas, we have by our writ, lately commanded the said Defendants to appear before us, in our said Circuit Court for Anne Arundel County, sitting as a Court of Equity, at a certain day, to answer the said bill of Complaint but, for as much as the said Laura E. Warfield is an infant under age, and cannot answer the said bill, nor defend this suit without having a Guardian assigned in that behalf! Know ye, therefore, that we have given unto you full power and authority, in pursuance of the special order in our said Court, to assign and appoint a Guardian for the aforesaid Infant,

and to take the answer of the said Infant by such Guardian to the said bill: and therefore, we command you, that at such certain day and place as you shall think fit, you go to the said Defendant, if she cannot conveniently come to you, and assign and appoint a Guardian for the aforesaid Infant, and take the answer of the said Infant, by such Guardian to the said bill, on such Guardian's corporeal oath, upon the Holy Evangely, to be administered by you, the said answer being distinctly and plainly wrote; and when you shall have so taken the said answer, you send the same, closed up under your seal, together with your certificates of your having assigned and appointed such Guardian as aforesaid, and this writ unto us in our said Circuit Court for Anne Arundel County, sitting as a Court of Equity.

Seal

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 26 day of March, Anno Domini, 1856.

Test

N. H. Green. Clk

To the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County:

The undersigned respectfully returns, that pursuant to the authority vested in him by the foregoing commission, he did, in the presence of the infants on the thirty first day of March in the year Eighteen hundred and fifty six assign and appoint John S. Selby Guardian to the Infant in said commission named, and did take the answer of the said Infant by the said Guardian on his corporeal oath, by the undersigned administered, which answer hereto annexed, is herewith returned, together with said commission.

Witness my hand and seal, this thirty first day of March 1856

S. Shaff Stockett Com'r (Seal)

The answer of Laura E. Warfield Infant under the age of twenty one years, by John S. Selby her Guardian in that behalf specially appointed, to the

bill of Complaint of James Turner and Mary Ann his wife, against Ann Warfield and Laura E. Warfield defendants in the Circuit Court for Anne Arundel County, sitting as a Court of Equity, exhibited.

The Defendant answering by her Guardian aforesaid, to the said bill of complaint, says that she does not admit the truth of the several matters and things charged and set forth in said bill and prays that the Court will protect her interest in the premises, and she prays to be hence dismissed with her costs, and so forth.

John S. Selby Guardian

The Guardian above named makes oath on the Holy Evangely of Almighty God, that the matters and things stated in the foregoing answer, are true to the best of his knowledge and belief. Sworn to before the subscriber, Commissioner for that purpose appointed.

— — — —

And afterwards to wit on the 8 day of May 1856, Ann Warfield filed in said cause her petition in the words following to wit.

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County. In Equity

The petition of Ann Warfield one of the defendants in this cause, respectfully states, that on the 29 day of March 1856 she filed her answer in this Court to the Bill of Complaint of James Turner and Mary Ann his wife and others praying for a sale of certain real Estate and for the division of certain negroes, if a division was practicable, and if not that then they might also be sold, as will particularly appear by reference to said Bill, and by her said answer she consented that said land might be sold and the proceeds of said sale distributed as prayed for, but refused to consent to the sale of said negroes even if a division of them was found to be impracticable as will fully appear by said answer being referred.

Your petitioner now states that her views and wishes have been since somewhat modified, as to the application or disposition of the proceeds of the sale of said land when

made, during her life, she having by the deed of trust in this cause the unrestricted use of said property during her life, that said change in her views does not affect the main object of said bill which was a sale of said land, and she is also advised that all parties are willing to concur in this proposed change in the disposition of said proceeds of sale, and she further desires for the present that no steps shall be taken to divide the negroes, but that they be left as they now are, with privilege to the parties hereafter if they deem it expedient, to apply under these proceedings for the disposal of said negroes as they may agree on, subject to the ratification of this Court, She therefore prays your Honor to permit her to file her supplemental answer in this cause, setting forth these modifications which answer shall control the former one only in so far as it shall differ from it.

Ann Warfield.

We the Complainants agree that the defendant Ann Warfield may have leave to file her amended and supplemental answer, modifying the terms of the application of the purchase money for the land, and also in relation to the partition or sale of the negroes as set out in the foregoing petition and the accompanying answer.

Frank. H. Stockett for Compts

Upon which Petition the Judge passed on the same day the following Order: Circuit Court for Anne Arundel County

April Term 1856.

Ordered on the foregoing petition and the agreement of the Complainants, that Mrs. Ann Warfield be allowed to file her supplemental and amended answer as prayed.

Nicholas Brewer
Circuit Judge
May 8th 1856.

And on the same, Ann Warfield filed in said Cause her Supplemental and amended answer in the words following "to wit."

To the Honorable Nicholas Brewer Judge of the Circuit Court for A. A. County In Equity

The supplemental and amended answer of Ann Warfield filed in this Cause, by the permission of this Court, to the Bill of Complaint of James Turner and wife and others in this court exhibited, against this defendant an another, This respondent thus answering affirms every thing which she stated in her original answer filed in this cause on the 29th of March last as to the nature and character of the property, and the necessity of a sale of the real Estate for the benefit of all the parties therein interested, but she now submits that for the present she deems it best for all parties that no disposition shall be made of the said negroes, who are to continue as at present, with permission under the sanction of this Court to the parties to apply under these proceedings whenever hereafter they may deem best, for such disposition of them as they may agree on, This defendant further answering consents that said real Estate may be sold under a decree of this Court, but she now insists that the net proceeds of any such sale shall be invested in such manner and by such person as trustee, as this Court shall hereafter direct on the proper suggestion of the parties hereto, and that during her life the whole net revenue, interest or income to be derived from such investment shall be paid to this defendant for her sole and exclusive use, and benefit, and that no disposition or distribution shall be made of such net proceeds of sale during her life which will deprive her of the full enjoyment of such income, except her concurrence and approbation shall first be had to such disposition, and the same be done by the approval and order of this Court, With this modification of the application of the proceeds of sale of said land she consents to the decree for its sale

Ann. Warfield.

State of Maryland.
Anne Arundel County "To wit"

On this sixth day of May 1856 before the subscriber one of the Justices of the peace of the State of Maryland in and for Anne Arundel County personally appeared

the above and within named Ann Warfield and signed the foregoing petition and answer, and made oath that the matters and things stated in the same are true to the best of her knowledge and belief.

Sworn before Joshua Carter, Justice of Peace.

And afterwards to wit on the 10 day of May 1836 Came the Complainants aforesaid by their Solicitor aforesaid and Caused to be Entered on the Docket of the Court a General Replication to the answer of the Defendants filed in said Cause

And at the same time a Commission was issued to the Standing Commissioner to take testimony in said Cause.

Afterwards to wit on the 22 may 1836 Brice. S. B. Worthington the Commissioner made Return of the said Commission with the proceedings under the same in the words following to wit.

Maryland, &c:

The State of Maryland to Brice S. B. Worthington and Nich Brewer of Jos of Anne Arundel County, Greeting: Know, That we have appointed you to be our Commissioner, to examine evidences in a cause depending in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, between James Turner and Mary. Ann. Turner et al Complainants and Ann Warfield and others Defendants. We therefore require you, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this commission, that at such time and place as to you shall seem convenient, you cause to come before you all such evidences as shall be named and produced to you by either the plaintiffs or defendants; and that you examine them on their corporeal oaths, to be by you administered upon the Holy Evangelys of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you cause notice to be given to the parties, or their attorneys, of the execution of this commission, before you

execute the same; and having reduced the depositions of the witnesses so taken by you, into writing, you send the same with this our commission, close under your hand and seal to us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, with all convenient speed.

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 10 day of May, Anno Domini, 1856

Seal

N. H. Green Clk

At the execution of this Commission issued out of the Circuit Court for Anne Arundel County sitting as a court of Equity empowering the Commissioners therein named to examine evidence in a cause therein pending between James Turner & wife and others Complainants and Ann Warfield and others defendants. I Brice. J. B. Worthington one of the Commissioners therein named on Tuesday May the twentieth Eighteen hundred and fifty six at the office of the Register of Wills in the City of Annapolis at four O clock P. M. did proceed to take the following depositions, Frank H. Stockett Solicitor for the Complainants being present.

Benjamin E. Gantt a witness of lawful age being produced by the Complainant and Sworn was examined on the interrogatories herewith returned.

To the first interrogatory he says, that he knows all the parties, and has known them all for some sixteen years.

To the second Interrogatory, that he did know Philemon Warfield. He is dead, having died some four or five years ago. He left a widow, Anne Warfield, and the following children, Mary Ann wife of the Complainant James Turner, Lemuel Warfield, Camilla Warfield, and Laura Warfield. Laura is the only one who is under twenty one years of age.

To the third Interrogatory, That he does know the real Estate. He knows the general condition of the negro

property, but does not know the names or ages of the negroes. He is of opinion that the labor of those who are able to work, is about sufficient and no more than sufficient to pay the expenses of those who cannot work. There are no men among them, most of them are children young and helpless. Not more than half of them can work, They are not capable physically to work the land judiciously.

To the fifth Interrogatory, that he does not think Mrs Warfield is capable of working and carrying on the land; She has no other property than the negroes above referred to and with them she could do but little in the way of work.

To the Sixth Interrogatory, that he does think so, if the land should sell for more than twenty five dollars per acre; He thinks it will sell for more than that price, at the price at which he thinks the land would sell he thinks it would be beneficial for all parties that it should be sold, and the money safely invested. Because if the land should be rented it would be injured, and greatly depreciated in value.

William H. Baldwin a witness of lawful age produced also by the Complainants being duly ~~sworn~~ sworn and examined answered the said interrogatories as follows.

To the first interrogatory, that he knows all the parties, and have known them for several years.

To the Second Interrogatory, that he did know Philemon Warfield, He is dead and died some five years ago. He left a wife and children, His wifes name is Anne. The children are Mary Ann the wife of the Complainant Ed. Turner; Lemuel, Laura and Camilla. They are all of the age of Twenty one years, except Laura.

To the third, that he does know the land, He does not know the negroes particularly by name or their ages, He knows their general condition, The larger part, if not the whole, are women and children, He thinks that the land might be worked with them.

To the fifth interrogatory, that he does not think that she could work the land with the negroes judiciously, without a first rate manager, which the land would not justify

Cont^d on fol. 169.

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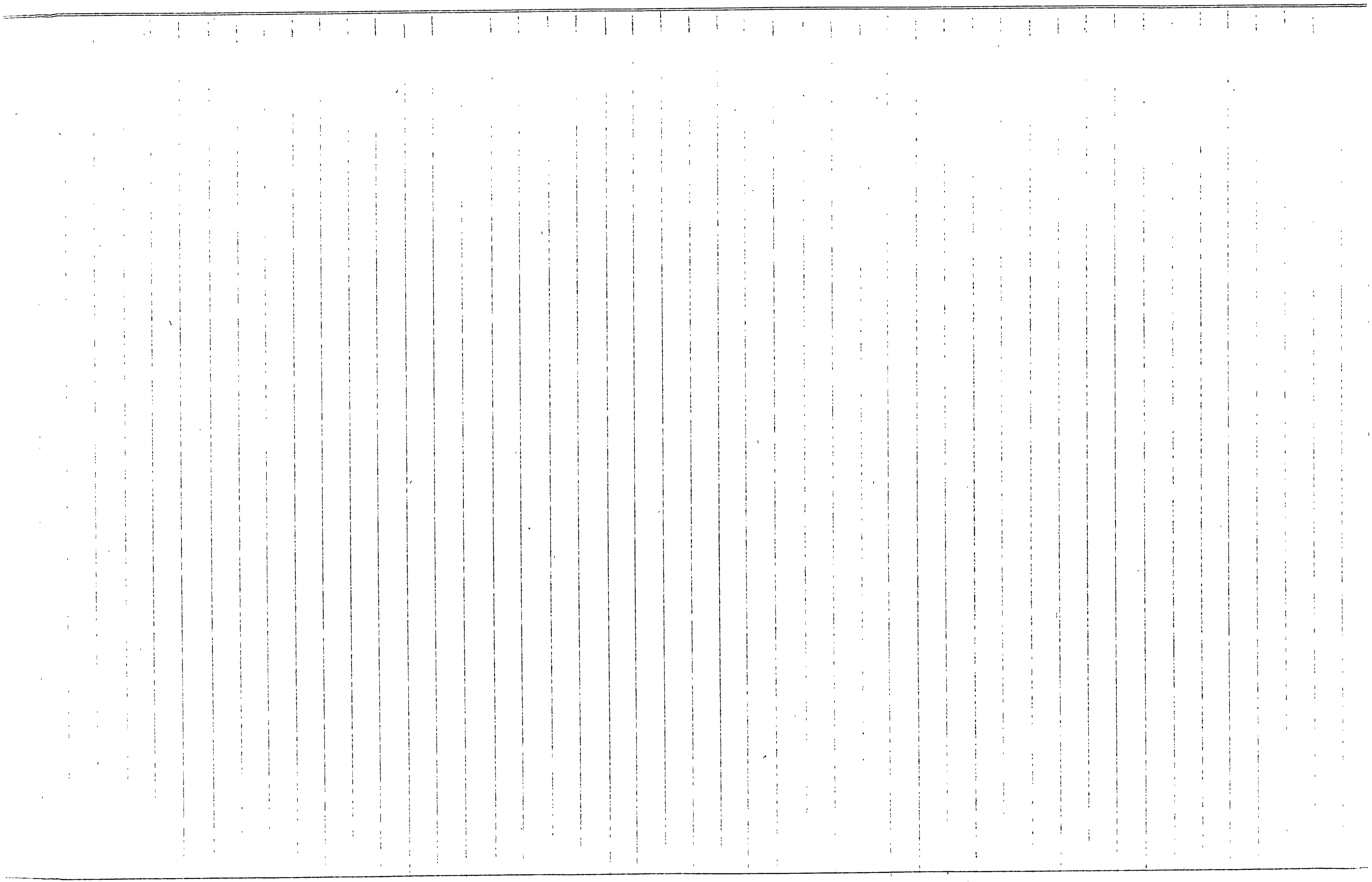

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Respondent will insist that she is entitled to one third also of the negroes stated in the Bill as claimed by the Defendants Purdy and wife and Dorsey and wife. This Respondent further answering the allegations of the said Bill says that she is willing and hereby consents to the sale of the whole of the Real Estate of the said Richard Tydings clear of her right of Dower therein provided, she hath assigned to her due proportion according to the rules of this Court in the entire proceeds of the Sale thereof, And this Respondent denies that the Defendants Stinchcomb and Wife or Either of them have any claim whatever to the said Real Estate or any part thereof to the prejudice of the right of this Respondent to her full dower interest in the whole of the said Real Estate.

This Respondent further answering says that she admits the correctness of the Inventory and Sales as reported contained in the said Exhibits to the Bill Except that this Respondent insists that there is Error in the Inventory aforesaid by including therein negro Daniel thirteen years old as the property of the Testator Richard Tydings, the said negro Daniel being the property and slave for life of this Respondent and born as such before her intermarriage with the said Richard Tydings and since the year Eighteen hundred and forty-four

Rachel Tydings

Anne Arundel County: sc

On this Twentieth day of June in the year Eighteen hundred and sixty before me the Subscriber a Justice of the peace of the State of Maryland in and for the County aforesaid personally appeared Rachel Tydings the Respondent and makes oath that the facts and Statements, in the above answer set forth are true to the best of her Knowledge and belief.

Jas. S. Robinson Justice of the Peace

And afterwards to wit on the 10 day of July 1860 came William V. Stinchcomb and Susan Stinchcomb his wife Defendants by J. S. Franklin their Solicitor and filed in said Cause their answer to the said Bill in the words following to-wit.

To the Honorable Nicholas Brewer, Judge of the Circuit

Ex Bill &c in this Case see Equity Record No 4 E. No 6 Folio 33

Court for Anne Arundel County - Sitting in Equity

The joint and several answer of William V. Stinchcomb and Susan Stinchcomb his wife, of Anne Arundel County, to the Bill of complaint of Samuel Ridout Executor of Richard Sydings against them and others in this Court exhibited.

These Respondents, in answer to so much of said bill as they are advised it is material for them to answer unto, answering say: That they admit that Richard Sydings the Father of this respondent Susan died at the time mentioned in said bill, that he left the widow, children and grand-children named in said bill, that he left a last will and testament and Codicil, duly authenticated copies of which are filed as exhibits to said bill, that said will and codicil were unrevoked by him, that the same were legally executed, and since his death have been duly admitted to probate; that the complainant was made executor thereof; and that the several exhibits filed with said bill are correct and duly authenticated copies of the papers which they profess to represent - These respondents further answering, say that by reason of the renunciation of the said will and codicil by the widow of the testator, and her election to take her legal interest in lieu thereof, they are advised that the clauses in said will and codicil by which the slaves of the testator therein named are manumitted are inoperative and void, and that said negroes are to be considered as slaves for life and as such liable to the legal interest of the widow of the Richard by virtue of her election, and themselves or the proceeds of their sale to be distributed between your respondents and the other parties thereto - Your respondents, further answering say that by the said last will and codicil the said Richard Sydings devised to your respondent Susan certain negroes therein named to serve for the respective terms of years therein expressed some of them in severalty and some to said respondent jointly with other legatees, also the first choice of bed, bedding &c, also one fifth of his personal property (other than certain personal estate excluded in said devise) said property, however, being, in the event of his money not being sufficient therefor, liable for

the payment of his debts and of the money legacies to his grand-children; that by the codicil to said will the said Richard devised that portion of his real estate called "Angle" containing about twelve acres and three fourths of land to your respondent Susan so that it might descend without any election, charge or burthen to your said respondent from her mother; and directed the residue of his real estate to be sold, and the net proceeds thereof to be equally divided between your respondent Susan and Mary wife of Daniel Dorsey and Sally wife of Samuel Purdy daughters of the testator by his first wife; and that the said Richard, also by said codicil devised the residue of his estate given by his will to his son Edward Montrose (whose death is therein recited) to his grandson John Richard Sydings, your respondent Susan and said daughters Mary and Sally; and in the event of the death of his said grandson John Richard under the age of twenty-one years and without a child, all the property in said codicil or in said will devised to said grandson is devised to your respondent Susan and the said daughters of the testator Mary and Sally—

Your respondents, further answering, say that it is true as charged in said bill of complaint that your respondent Susan is the only surviving child of the testator by his second wife Frances Rebecca Watts (the others being children and grand-children of the first wife of the testator) and that the said Frances Rebecca was entitled in her own right to one half of the real estate undertaken to be devised by said testator in his aforesaid will and codicil, which said title was devised as follows, That the said Richard Sydings purchased the said tract of land called "Hopkins Forbearance" from Robert Welch of Bon. Trustee appointed by the High Court of Chancery of Maryland for the sale of the real estate of Philip H. Watts, on the 11th January 1833 for the sum of seven hundred and Eighty-five dollars, and that the same was conveyed to him by said Trustee, by deed dated the 18th August 1836 and recorded in Liber W.S.G. No 21 folio 250, and of the land record books of Anne Arundel County—

Your respondents further show that at the time of said purchase by the testator he was then and had been for some years intermarried with Frances Rebecca Watts, the mother

of your respondent Susan, and that said Frances Rebecca was entitled at that time, to one half of said land as heir at law of her Father the said Philip H. Watts, another daughter of said Philip being entitled to the residue, the whole however, being subject to the dower of Sarah Watts the widow of the said Philip –

And your respondents further show that by the auditors Report distributing the proceeds of said sale by the aforesaid Trustee, and filed 31st August 1836, the net proceeds of said sale, after the payment of an allowance to the said Sarah Watts in lieu of dower, were divided between the said Eliza Watts and the said testator Richard Sydings in right of his wife the said Frances Rebecca; but your respondents further charge that the said Richard Sydings in fact paid no part of the purchase money for so much of said land as belonged to his said wife, but retained and deducted her interest therein from the amount of said purchase money, as will fully appear by the petition of the said Richard Sydings filed in the cause of Frances R. Watts vs Philip H. Watts and others (the papers in which cause have been transmitted to this Court) on the 21st of July 1836, and by a subsequent petition of the said Richard Sydings filed in said cause on the 15th of February 1838, duly certified copies of all which said papers will be hereafter filed by your respondents under the commission for testimony to be taken in this cause, should not the admission of the facts therein contained and herein recited, by the other parties hereto, render the same unnecessary.

Your respondents therefore charge that the said Richard Sydings had no power to dispose of that portion of the real estate aforesaid which descended to his said wife Frances Rebecca from her aforesaid Father, but that the same will be regarded by this Court as the separate property of the said Frances Rebecca; and that the said Rachel Sydings, the widow of the testator has no right to dower in such land, but that the same, upon the death of the said Richard Sydings, vested absolutely in fee to your respondent Susan as the surviving child and heir at law of her Mother the said Frances Rebecca Sydings. Your respondents, therefore whilst they hereby assent to the sale of all the real Estate mentioned in said will, by the executor of the said Richard

for the purpose of having the proceeds of such sale hereafter applied by him under the future directions of your Honor, respectfully submit, and will so insist that they are entitled in right of your respondent Susan absolutely to so much of the proceeds of said sale as result from the sale of the interest of the said Frances Rebecca Sydnor in said real estate, free from any claim for dower of the widow of the said Richard therein, and are also entitled to the legacies given this respondent Susan by the will and codicil of the said Richard Sydnor—

And your respondents deny that they are in equity compelled to make an election to take under the said will and codicil and abandon the claim of your respondent Susan as heir at law of her mother as aforesaid, or to claim as heir at law, and renounce all claim or benefit under said will, as insisted upon by the respondents Samuel Purdy and wife Daniel Dorsey and wife in their answers filed in this cause; but should your Honor decide that they are compelled to make such election, your respondents in the event of such decision do hereby elect to abide by and take under the provisions of the said last will and testament and codicil of the said Richard Sydnor, and to renounce all claim herein set forth in right of your respondent Susan as heir at law of the said Frances Rebecca Sydnor— And they pray &c

S. S. Franklin
for Respondents.

And afterwards to wit on the 13 day of August 1860 a Commission issued to James W. Hunter of Anne Arundel County to take the answer of the Infants defendant John R. Sydnor to the said bill.

Afterwards to wit on the 1 day of Sept 1860 came Thomas Sydnor and Theresa R his wife Defendants by S. S. Franklin their Solicitor and files in said cause their answers to the said Bill in the words following to wit.

To the Honorable Nicholas Brewer. Judge of the Circuit Court for Anne Arundel County, Sitting in Equity

The joint and several answer of Thomas Sydnor and Theresa R. Sydnor his wife of Anne Arundel County, to the bill of Complaint of Samuel Ridout Executor of

Richard Tydings against them and others in this Court Exhibited.

These respondents in answer to so much of said bill as they are advised it is material for them to answer unto answering say: That they admit that Richard Tydings, the Grand Father of this respondent Theresa R Tydings, (formerly Theresa R. Sifton) died at the time mentioned in the said bill that he left the widow children and grandchildren named in said bill, that he left a last will and testament and codicil, duly authenticated copies of which are filed as exhibits with said bill; that the said will and codicil were unmarried by him: that the same were legally executed, and since his death have been duly admitted to probate; that the complainant was made Executor thereof: and that the several exhibits filed with said bill are correct and duly authenticated copies of the several papers which they purport to represent.

These respondents, further answering say that the said Richard Tydings, by his aforesaid will, gave to your respondent Theresa R. Tydings, (then Theresa R. Sifton) a negro boy named Hanson, who by the terms of said will is to serve as a slave until the Year Eighteen hundred and Eighty two and also a specific legacy of fifty dollars in money.

Your respondents as far as they are interested, leave to the decision of your Honor all questions which may arise as to the freedom or other disposition of the negroes of the said testator by reason of the renunciation by his widow of his aforesaid will.

Your respondents, further answering charge that the said Richard Tydings about the Year Eighteen hundred and fifty six gave to your respondent Theresa R, a negro girl named Milly or Amelia, then an infant, and that your respondent Thomas was frequently requested by the said Richard in his life time to prepare a bill of sale of the said negro which he declared he would at any time, when so prepared, Execute, but that your respondent neglected so to do but has always with his said wife held possession of the

said Milly as their slave with the consent and approbation of the said Richard.—

Your respondents are advised that the question may arise whether they are compellable to make their election to claim said negro by the aforesaid gift and renounce all benefit arising from the bequests and legacies given by said will, or to give up all claim under said gift, and abide by the provisions of the said will.— Your respondents therefore, whilst they claim and insist they are not in law compelled to make such election, but are entitled to claim both under said will and by virtue of the aforesaid gift, yet in the event that your Honor should decide that they are compelled to elect as aforesaid do hereby in that event, elect to abide by the provisions of said bill and to renounce all claim and benefit by virtue of the gift aforesaid

And your respondents pray that their interests in the premises may be protected by your Honor, &c as in duty &c.

J. S. Franklin
Solr for respts.

And afterwards to wit on the 13 day of September 1860 the Commissioner James W. Hunter, made return of his said commission with the answer of the Infant defendant John R. Iydings, in the words following to wit,

Maryland, &c:

The State of Maryland,

To James W. Hunter of Anne Arundel County, Greeting: Whereas, Samuel Ridout Exor of Richard Iydings lately exhibited his bill of complaint before us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, against, Rachel Iydings Samuel Purdy and wife and John R. Iydings and others. And whereas, we have by our writ, lately commanded the said Defendants to appear before us, in our said Circuit Court for Anne Arundel County, sitting as a court of Equity, at a certain day, to answer the said bill, of complaint but, for as much as the said John R. Iydings is an Infant under age, and cannot answer the said bill, nor defend this suit without having a Guardian

assigned in that behalf: Know ye, therefore, that we have given unto you full power and authority, in pursuance of the special order in our said Court to assign and appoint a Guardian for the aforesaid Infant, and to take the answer of said Infant by such Guardian to the said bill; and therefore, we command you, that at such certain day and place as you shall think fit, you go to the said defendant if he cannot conveniently come to you, and assign and appoint a Guardian for the aforesaid Infant, and take the answer of the said Infant by such Guardian, to the said bill, on such Guardian's corporeal oath, upon the Holy Evangely, to be administered by you, the said answer being distinctly and plainly wrote; and when you shall hard so taken the said answer, you send the same closed up under your seal, together with your certificates of your having assigned and appointed such Guardian as aforesaid, and this writ unto us in our said Circuit Court for Anne Arundel County, sitting as a Court of Equity.

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, the 13 day of August, Anno Domini 1860 Test

N. H. Green Clk.

To the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County;

The undersigned respectfully returns that, pursuant to the authority vested in him by the foregoing commission, he, in the presence of the Infant, did, on the thirteenth day of September in the year 1860 assign and appoint Mary Elizabeth Hayden, Guardian to the Infant in said commission named, and did take the answer of the Infant by the said Guardian on his corporeal oath, by the undersigned administered, which answer, hereto annexed, is herewith returned, together with said commission. Witness my hand and seal, this thirteenth day September 1860

J. W. Hunter Com'r (Seal)

The answer of John B. Iydings Infant under the age of twenty-one years by Mary Elizabeth Hayden his Guardian in that behalf specially appointed, to the bill of complaint of Samuel Redout Exer of Richard Iydings against Rachel

Sydings and others Defendants in the Circuit Court for Anne Arundell County, sitting as a court of Equity, exhibited

This Defendant answering by his Guardian aforesaid, to the said bill of Complaint, says that he does not admit the truth of the several matters and things charged and set forth in said bill and prays that the Court will protect his interest in the premises, and he prays to be hence dismissed with his costs, and so forth.

Mary Elizabeth her × mark Hayden Guardian

Witness
S. W. Hunter.

The Guardian above named makes oath on the Holy Evangely of Almighty God, that the matters and things stated in the foregoing answer are true, to the best of his knowledge and belief. Sworn to before the subscriber Commissioner for that purpose appointed

S. W. Hunter Commr

And the said writ of Subpoena against the said Theresa Sydings was returned with the following endorsement to wit.

State of Maryland, Anne Arundell County to wit,

Be it remembered that on this 15th day of September 1860 before the subscriber a Justice of the peace in and for the County aforesaid personally appeared James Sprigg and made oath on the Holy Evangely of Almighty God that he did serve the within Summons upon Theresa R Sydings by having the same read to her

Sworn before
Horatio Ridout. J.P.

And afterwards to wit on the 18 day of September 1860 a Commission issued to Daniel M. Thomas of Anne Arundell to take the answer of the Infant defendant Theresa R. Sydings to the said bill.

And afterwards to wit on the 20 day of September 1860 the Commissioner Daniel M Thomas under return of his said Commission with the answer of the Infant defendant, Theresa R. Sydings in the words following to wit.

Maryland, sc:

The State of Maryland

To Daniel M. Thomas, of Baltimore City, Greeting:

Whereas, Samuel Ridout Exor of Richard Sydings lately exhibited his bill of complaint before us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, against Rachel Sydings, Samuel Purdy and wife and Theresa R. Sydings. And whereas, we have by our writ, lately commanded the said Defendants to appear before us, in our said Circuit Court for Anne Arundel County, sitting as a Court of Equity, at a certain day, to answer the said bill, of Complaint but, for as much as the said Theresa R. Sydings is an Infant under age, and cannot answer the said bill, nor defend this suit without having a Guardian assigned in that behalf: Know ye; therefore, that we have given unto you full power and authority, in pursuance of the special order in our said Court to assign and appoint a Guardian for the aforesaid Infant, and to take the answer of said Infant by such Guardian to the said bill; and therefore, we command you, that at such certain day and place as you shall think fit, you go to the said defendant if he cannot conveniently come to you, and assign and appoint a Guardian for the aforesaid Infant, and take the answer of the said Infant by such Guardian, to the said bill, on such Guardian's corporeal oath, upon the Holy Evangelys, to be administered by you, the said answer being distinctly and plainly wrote; and when you shall have so taken the said answer, you send the same closed up under your seal, together with your certificate of your having assigned and appointed such Guardian as aforesaid, and this writ unto us in our said Circuit Court for Anne Arundel County, sitting as a Court of Equity.

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 18 day of September Anno Domini 1860.

Test

N. H Green Clk

To the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County:

The undersigned respectfully returns, that, pursuant to the authority vested in him by the foregoing commission, he, in the presence of the Infant, did, on the 19th day of September in the year 1860 assign and appoint Samuel Day Guardian to the Infant in said commission named, and did take the answer of the said Infant by the said Guardian on his corporeal oath, by the undersigned administered, which answer, hereto annexed is herewith returned, together with said commission

Witness my hand and seal, this 19th day of September 1860

Daniel M. Thomas Com'r (Seal)

The answer of Theresa R. Sydings Infant under the age of twenty one years, by Samuel Day her Guardian in that behalf specially appointed, to the bill of Complaint of Samuel Ridout Ex. of Richard Sydings against Rachel Sydings and others Defendants in the Circuit Court for Anne Arundel County, sitting as a Court of Equity, exhibited—

The Defendant answering by her Guardian aforesaid, to the bill of Complaint, says that she does not admit the truth of the several matters and things charged and set forth in said bill neither does she deny the same, and prays that the Court will protect their interest in the premises, and she prays to be hence dismissed with her costs, and so forth.

Samuel Day Guardian.

The Guardian above named makes oath on the Holy Evangely of Almighty God, that the matters and things stated in the foregoing answer are true, to the best of his knowledge and belief— Sworn before the subscriber, Commissioner for that purpose appointed this 19th day of September 1860.

Daniel M. Thomas Comm'r (Seal)

And on the same day to wit 20 September 1860, Came the Complainant aforesaid by his Solicitor aforesaid And caused to be entered on the Docket of the Court a General Replication to the answers of the Defendants filed in said Cause.

And at the same time a Commission was issued to the Standing Commissioner to take testimony in said cause—

Afterwards to wit on the 22 day of September

1860 the Commissioner H. M. Murray aforesaid made return of the said Commission with the proceedings under the same in the words following to wit.

Maryland, &c:

The State of Maryland,

To Henry M. Murray and Nicholas Brewer of Jno. of Anne Arundel County, Greeting: Know Ye that we have appointed you to be our Commissioner, to examine witnesses in a cause depending in our Circuit Court for Anne Arundel County, sitting as a court of Equity, between Samuel Ridout Exr of Richard Tydings Complainants, and Rachel Tydings Samuel Purdy and wife &c Defendants. We therefore require you, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this commission, that at such time and place as to you shall seem convenient, you cause to come before you all such witnesses as shall be named and produced to you by either the Plaintiffs or Defendants; and that you examine them on their corporal oaths, to be by you administered upon the Holy Evangelys of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you cause notice to be given to the parties, or their attorneys of the execution of this commission before you execute the same; and having reduced the depositions of the witnesses so taken by you, into writing you send the same with this our commission, close under your hand and seal, to us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, with all convenient speed.

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 20 day of September, Anno Domini 1860

N. H Green . Clk.

Samuel Ridout Executor of Richard Tydings vs Rachel Tydings, Samuel Purdy and Sarah his wife, Daniel Dorsey, and Mary his wife, Thomas Tydings and Theresa R Tydings his wife, William Stinchcomb and Susan his wife, John R. Tydings and Theresa R. Tydings.	Circuit Court for Anne Arundel County. In Equity.

Interrogatories to be propounded to Witnesses on the part of the Complainant

1st Are you or not acquainted with the parties to this suit? if you how long have you known them, and each of them?

2nd Were you or not acquainted with Richard Lydings late of Anne Arundel County? if you state whether he is now dead, and if so, at what time he died, and whether or not he left a will.?

3rd Did or not the said Richard Lydings leave a widow, and if so, is such widow now living and if living state her name and where she now resides.?

4th Did or not the said Richard Lydings leave children, and if you state the names of all such children, and, whether, if daughters, they are married and to whom an where they and each of them now live.?

5th Did or not the said Lydings leave any grand-children, the sons or daughters of deceased children? And if you state the names and ages of all such grand-children, and whether any of them are married and to whom, and where they and each of them now reside.?

6th Was or not the said Richard Lydings married more than once? If so state how many times, and whether he had children by each and which of his wives; state by which of his wives he had the Surviving Children you have mentioned in your answer to the 4th Interrogatory, and by which the Fathers and Mother of the Grand-children you have mentioned in your answer to the 5th Interrogatory.?

Olivier Miller
Sol. for the Compl't.

At the Execution of the annexed commission issued out of the Circuit Court of Anne Arundel County Sitting in Equity and to Henry M. Murray and Nicholas Brewer of Ino, directed and empowering them to examine evidence in a cause depending in said Court between Samuel Ridout Executor of Richard Lydings, Complainant, and Rachel Lydings, and Samuel Purdy and wife and others defendants, the undersigned commission

therein named having met at his office in the City of Annapolis on the twenty second day of September in the year Eighteen hundred and Sixty and taken the oath annexed to said commission did then and there in the presence of the Solicitor for the Complainant, proceed to take the following depositions-

Thomas Lydings a witness of lawful age produced on the part of the Complainant being duly sworn, and examined to interrogatories filed with the commission and herewith returned deposes & says-

1st To the first interrogatory

That he is acquainted with all the Parties to this suit, and has known them for many years.

2 To the second Interrogatory.

That he was acquainted with Richard Lydings of Anne Arundel county, He is dead, and died some time in the fall of eighteen hundred and fifty nine, Witness understands he left a will.

3. To the third Interrogatory.

That he left a Widow, who is now living, Her name is Rachel Lydings, and she resides on the North side of Severn River in Anne Arundel County.

4 To the fourth Interrogatory.

Richard Lydings the testator left three children, all daughters, Their names are Sarah who is married to Samuel Purdy, Mary who is married to Daniel Dorsey, and Susan who is married to William J. Stinchcomb; They all reside in Anne Arundel County.

5. To the fifth Interrogatory,

Richard Lydings the Testator left three grand-children, (two grand-daughters and one grandson) Children of deceased sons and daughters, Their names are Theresa Rebecca Lipton, who is married to Thomas Lydings, She is the daughter of Elizabeth and Solon Lipton, the said Elizabeth being the daughter deceased of Richard Lydings the testator, and John R. Lydings the son of John Lydings a deceased son of Richard Lydings, and Theresa Rebecca Lydings the daughter of Richard Lydings a deceased son of Richard Lydings the testator, Theresa the wife of Thomas Lydings is of age, John R. Lydings and Theresa

Rebecca Sydings and minors - the last mentioned Theresa resides in Baltimore city, the others in Anne Arundel County.

6 To the Sixth Interrogatory.

The Testator Richard Sydings was married three times. He had children by his first and second wife, none by his third wife his present widow. Sarah and Mary mentioned in the answer to the fourth interrogatory are children of his first wife, Susan by his second wife who is the only surviving by his second wife. The Fathers and Mother of the grand-children mentioned in answer to the fifth interrogatory were children by his first wife.

There being no other witnesses to be examined and no further time being desired for the production of Evidence the Commissioner closed the said commission and herewith returns the same under his hand and seal this twenty second day of September in the year Eighteen hundred and Sixty

H. M. Murray (Seal)
Comr

Exhibit S R No 1. referred to with the Bill. Filed with Commission Sept. 22. 1860

In the name of God Amen. I Richard Sydings of Anne Arundel County Maryland do hereby make and publish this as and for my last Will and Testament -

After the payment of my funeral expenses and just debts with the expenses of administration, I do hereby from and after the expiration of the several periods hereinafter mentioned and at the several times affixed to their names manumit and set free all my slaves; That is to say; George at the time of my death provided he leaves the state, but if he does not choose to do so, he is to have the liberty of choosing his master from amongst my children, not grand-children, and shall belong to the person whom he may so choose to serve; to whose kindness and protection I commend him. The freedom of the other slaves is to commence on the first of January in the following years; Kitty's in Eighteen hundred and fifty two, Grace's and Eliza's in Eighteen hundred and fifty four, Eleanor Cromwell's in Eighteen

hundred and Sixty five, Joe's, Henry's, Charles, Emily's, and Jacob's in Eighteen hundred and Sixty Eight, John's in Eighteen hundred and seventy, Alfred's in Eighteen hundred and seventy two, Margaret Cromwell in Eighteen hundred and Seventy four Zachariah Cromwell's in Eighteen hundred and seventy six, Hanna's in Eighteen hundred and Seventy five. Ally's in Eighteen hundred and Seventy seven, Andrew Cromwell's and Carolina's in Eighteen hundred and Seventy Eight. Lina's in Eighteen hundred and Eighty. Lorenzo's in Eighteen hundred and Eighty one, Hanson's and Henrietta's in Eighteen hundred and Eighty two, Abby's in Eighteen hundred and Eighty three. and Louisa's in Eighteen hundred and Eighty four. And I bequeath my said Slaves for the several terms of their servitude, in the following manner, To my son Edward Montrose I give Alfred Cromwell Caroline and Joe, to my daughter Susan I give Ally Charles Harriet and Lorenzo; to my daughter Sarah Purdy I give Henry, Jim and Louisa. To my daughter Mary Dorsey I give Eleanor and Margaret Cromwell Andrew Cromwell and Eliza, to my grand-daughter Theresa Rebecca Sifton I give Hanson; to my grand-daughter Theresa Rebecca Sydings I give Zachariah Cromwell, to my grand-son John Richard Sydings I give John and Emily the latter now living with Mrs Hook who has her for her meetals and clothes until she will be sixteen years old; to my wife Rachel Sydings I give Mace Hanna Kitty Abley and Jacob the last however only until my said Son Edward shall arrive of age, after which, Jacob is to be the joint property of my said son and of my daughter Susan.

To my grand-children Theresa Rebecca Sifton Theresa Rebecca Sydings and John Richard Sydings, Each, I give fifty dollars and to my daughter Susan I give the first to my wife Rachel the second and to my son Edward the third choice of a bed bedding bedstead and furniture thereof, the rest of my household and kitchen furniture with my farming utensils, cattle, horses, stock, and personal property of every description on my place or elsewhere, but not including debts due to me, certificates of debts, Bank Stock or other such property I direct to be sold by my Executor and

and the net proceeds to be divided between my son Edward, my daughter Susan and my daughter Mary Dorsey and Sarah Purdy and my wife Rachel in Equal portions to each; these net proceeds however are to be applied to the payment of my debts if the money I leave should not be sufficient for the payment thereof and of the money legacies to my grand-children. I give to my wife Rachel the mortgage claim due to me by her son Horace and three hundred dollars besides with negro Boy Daniel now with Samuel Stallings; and in case said mortgage claim should in my life time be paid in whole or in part I give her so much as may be so paid, out of my General Estate not real. All the devises and bequests in this Will made to my wife and to be in lieu of her claim for dower out of my land and for her third out of my personal Estate. All the residue of my said Estate real personal and mixed I give bequeath and devise as follows—.

To my son Edward Montrose and his heirs and assigns forever, I give the farm on which I now reside composed of a tract of land called "Hopkins Forbearance" and of another called "Angle" (and charge the same with the payment to his sister Susan of three hundred dollars in three annual payments without interest from the time of his arrival at age, on condition however, that the said Susan shall convey or offer to convey to him, and his heirs her interest in the said tract called "Angle" or otherwise elect to take under this my will, and I also charge the said land with the payment of one hundred dollars to each of my two daughters Mary Dorsey and Sarah Purdy without interest at the expiration of five years from his arrival at age; But the said Land shall be subject to no other charge of any kind.) (The residue of my estate I give to my said son Edward Montrose and my daughters) Susan, Mary Dorsey and Sarah Purdy which, on the net proceeds thereof is to be divided equally between them. In case of

the death of either of my grand-children under the age of sixteen years, without having a child living at the time of his or her death, his or her property and legacy are to go to my son and daughter and increase my son Edward Montrose, or my daughter Susan, or my grand-child John Richard Lydings should die before arriving at the age of twenty one years without having a child living at the time of his or her death. I devise as follows, If my son Edward should so die leaving Susan and John Richard what I have herein given to him shall go to the said Susan and John Richard and their heirs and assigns, if living at that time and to the one who should be living. If Susan should so die her property to go to my son Edward, if living and his heirs and assigns; if he should not be living it shall go to John Richard Lydings and his heirs and assigns. If the said John Richard should so die the property he may have received in case of the death of my son, shall go to Susan and her heirs if living and if the survivor of the said Edward, Susan, and John Richard Lydings shall so die within the age of twenty one years without either of them having left a child living at the time of his or her death, then it is my will that the property to them or either of them devised or bequeathed, or which may have come to such survivor in case of the death of the others shall descend to my right heirs and representatives

And I do hereby manumit and set free Ann Cromwell and her child Martha, the said Ann to be free from the time of my death and the said Martha on her arriving at the age of twenty-one years and in the mean time, I give the said Martha to Ann.

And Lastly I do hereby appoint my sons in law Samuel Purdy and Daniel Dorsey Executors of this my Will, In testimony whereof I have hereunto set my hand, and as my said Will has been written on two sheets I have also set my hand to the first sheet on the margin of the fourth page thereof all of which has been done on this tenth day of May

in the year one thousand Eight hundred and fifty one.

Richard Lydings

Signed published and declared by Richard Lydings the Testator as his last will and testament in our presence the signature on the first sheet being also in our presence whom his presence at his request and in the presence of each other have hereunto set our hands and names as witnesses thereto the interlineation of the words I give in the sixth line of the second page of the first sheet having been made before signing

James H. Watkins of A.
G. H. Camden.
J. W. Hunter.

I Richard Lydings of Anne Arundel County do make and ordain the following as a codicil to my last will and testament heretofore executed by me on or about the tenth day of May in the year one thousand Eight hundred and fifty one to be made and taken as a part thereof as follows—

First my son Edward Montrose having departed this life since the execution of my said Will. I hereby revoke all the devises and bequests therein made to him.—

Secondly I give my servant Caroline to my daughter Susan, my servant Joe to my Grand-son John Richard Lydings, and my servant Alfred Cromwell to my said daughter Susan and my said Grand-son John Richard Lydings and I give and bequeath my servant Jacob to my daughters Susan Mary and Sally for the time he has to serve under my said Will and I revoke the devise of the said Servant to my wife. Thirdly of the net proceeds of the personal property which in my said Will I directed to be sold, I devise and bequeath to my said Grand-son John Richard Lydings that portion therein bequeathed to my said son Edward.— Fourthly It is my will and desire that my Real Estate be sold by my Executor herein after named and I accordingly direct the same

to be sold by him and the net proceeds I hereby devise and bequeath to my three children Susan Mary and Sally and I hereby revoke all in my said Will respecting the Tracts of Land called "Angle" so that it may descend without any election's charge or burthen to my said daughter Susan from her mother and I also revoke the charges and legacies placed upon "Hopkins inheritance" and angle called in my said Will "the Farm on which I reside"—.

Fifthly, the residue of my Estate therein given and bequeathed to my said son I give and bequeath to my said Grand-son John Richard Sydings and my said daughters Susan Mary and Sally. Sixthly I give and bequeath to my said Grand-son John Richard Sydings the third choice of a bed, bedding bedstead and furniture thereof heretofore devised to my said son Edward. Seventhly, I revoke all that part of my said Will beginning with the words "In case of the death of either of my Grand-children" and ending with the words "to my right heirs and representatives" the said part hereby revoked being the last paragraph on the first sheet and on turning over to the second sheet thereof and in lieu thereof I will and bequeath and so devise that in case of the death of my said Grand-son John Richard Sydings before the age of twenty one years without a child or children all the property herein or in the former part of my will devised to him shall go to and be the property of my said daughters Mary Susan and Sally—.

Eighthly, I manumit and set free all my slaves that have been born since the Execution of my Will or which may be born before my death as they shall respectively arrive at the age of thirty five years except as to Ann Cromwell Children which shall be free at the age of twenty one years—

Ninthly— I revoke that part of said will appointing Samuel Purdy and Daniel Dorsey my Executors and I hereby appoint the Reverend Doctor Samuel Ridout son of Horace Executor of my last will and testament hereby confirming as my last

will and testament all that is contained in the said Will executed as aforesaid except what has been herein before revoked and also all that is contained in this Codicil thereto.

In testimony whereof I have hereunto set my hand and seal on this Eighteenth day of August Eighteen hundred and fifty four

Richard Sydings (Seal)

Signed sealed published and declared by Richard Sydings the testator as codicil to his last will and testament in our presence who in his presence at his request and in the presence of each other have hereunto set our hands and names as witnesses thereto

G. H Camden
Wm Bryan
John. H. Tucker.

In testimony that the aforegoing is a true copy taken from the original Recorded in Liber B. E. Gantt No 1 folio 400 I have hereunto set my hand and affixed the seal of this Court this 12th day of May 1860.

(Seal)

Benj E. Gantt Reg Wills A. A. County.

Exhibit A. B. No 2. referred to in the Bill filed with Commission, Sept 22. 1860.

A true and perfect Inventory of all and singular, the goods chattels and personal Estate of Richard Sydings late of Anne Arundel County deceased, appraised by the Subscribers Zachariah Duvall and John E. Pettebone jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise and certificate thereon hereto annexed.

Negro Man George 39yrs pro at the death of master	400.00
" Woman Kitty 17 years of age free at the death of Master	250.00

Negro man Nace 40 years of age free at the death of Master	600.00
" Woman Eliza 44 years of age free at the death of Master	200.00
" " Elinor Cromwell 22 years of age to be free in 1866.	700.00
" Man Joe Cromwell 26 years of age to be free in 1868.	1000.00
" Henry aged 27 to be free in 1868	1000.00
" " Charles " 28 years (now in bad health) to be free in 1868.	500.00
Woman Emily aged 19 years to be free in 1868.	700.00
Amount brought forward	
Negro Man Jacob aged 27 years to be free in 1868	1000.00
" " John aged 21 years to be free in 1870	1000.00
" " Alfred aged 20 years to be free in 1872.	1000.00
" Woman Margaret Cromwell aged 20 years to be free in 1874.	700.00
" Boy Zachariah Cromwell aged 17 years to be free in 1876.	800.00
" Girl Hannah aged 20 years to be free in 1875.	800.00
" " Abby aged 16 years to be free in 1877.	700.00
" Boy Andrew Cromwell 15 years of age free in 1878.	700.00
" Girl Caroline 15 years of age free in 1878.	600.00
" Son 14 years of age free in 1880.	900.00
" Boy Lorenzo aged 12 years free in 1881.	500.00
" " Hanson aged 12 " " " 1882.	500.00
" Girl Harriet aged 13 " " " 1882	500.00
" " Abby " 10 " " " 1883.	400.00
" " Louisa " 10 " " " 1884.	400.00
" Boy Daniel aged 13 years slave for life	600.00

Negro Woman Ann Cromwell 55 years of age free at death of Master.	100	00
Amount brought forward.		
Negro Girl Martha aged 11 years to be free 1869	400	00
" " Elizabeth aged 9 years to be free when 21 years of age	300	00
" " Jane aged 6 years to be free when 21.	200	00
" " Milly aged 6 years to be free when 35.	250	00
" " Mary aged 7 years to be free when 35.	150	00
" " Matilda aged 8 years to be free when 35.	275	00
" Boy Horace aged 3 years to be free when 35.	100	00
" Girl Sally aged 1 year to be free when 35.	50	00
" " Delia aged 8 months to be free when 35.	25	00
Appraisement of Negroes valued as Slave for life $18100.00		
Black Mare "Bet"	70	00
Mottled Horse "Bully"	80	00
Roan Horse "Rattler"	60	00
Grey Horse "Dallas"	20	00
1 yoke of Steers (beast)	65	00
1 " " do No 2	60	00
1 Whitefaced Red Cow "Cherry"	20	00
1 Red Cow "Strawberry"	25	00
1 Red & White Cow	15	00
1 Roan Colored Cow "Bet"	25	00
1 Red Cow "Tiny"	10	00
1 " " Blossom	10	00
1 Black ox	12	00
Amount brought forward		
1 White Yearling	6	00
2 Calves	8	00
22 Head of Sheep	80	00
11 Head of hogs	60	00
6 Shotes	12	00
Lot of blade fodder	25	00
" " Oats in the Straw	25	00
" " Irish potatoes growing	25	00
" " Sweet potatoes growing	1	00

Lot of Cabbage growing	6	00
" " Turnips growing	2	00
" " Top fodder in the field	15	00
" " Corn in the field	150	00
" " pumpkins in the field	8	00
2 old wheat pans	12	00
Lot of ploughs	7	00
2 gang ploughs	4	00
2 Cultivators (best)	10	00
1 Small Harrow (old)		25
2 old Cultivators		50
Lot of single Tools	1	00
" " plough gear		50
" " Horse cart gear	6	00
" " old hoes, shovels + forks	3	50
1 old, horse cart	10	00
1 Ox Cart No 1	10	00
1 Ox Cart (No 2)	8	00
1 old sleigh	2	00
1 Seive 12 cts - 2 half Bushel measures 63	3	75
1 Buggy + Harness	40	00
1 Saddle + bridle	3	00
1 Old bridle		50
Lot of Rezin		75
" " old barrels	2	00
4 Wheat Cradles	10	00
1 Old Bin	1	00
1 pr old Wheels	1	00
1 old grind stone		25
1 old Bee hive		25
Lot of Pork barrels	3	00
1 Batteaux	20	00
1 Sack Salt	1	50
Lot of Water melon seed	10	00
1 Fishing Seine	15	00
104 ft of plank	1	26
Beds No 1 - 14,00 - No 2, 12, 50 =	23	50
" No 3, 12.00 - No 4, 12.00 =	24	00
" No 5, 10.00 No 6, 15.00 =	25	00
" No 7	15	00

Bed steads No1 $2.00 No2 $1.00 No3 $3.00	5	00
" No4 $1.00 No5 $50 cts No6 $7.00 No7 $2.00	11	50
Lot of Bed furniture	15	00
" " Wool and yarn	12	00
Amount brought forward		
1 Mirror No1		50
2 Gill nets	2	00
1 Lot of Onions	1	00
Lot of Baskets	1	25
" " Bags	1	00
Iron bound Keg		50
1 Demijohn		50
1 old Walnut Secretary	1	00
Lot of Books	5	00
Medicine chest	1	00
1 Trunk	2	00
Mirror No2	1	00
1 Walnut Table (dinner)	2	50
6 Best chairs	7	50
1 Rocking Chair	2	50
6 old chairs	1	00
1 old Cushioned Arm Chair		50
1 Bureau	2	00
1 Small pine table		25
1 old Mantle clock		50
Mirror No3		12
1 Musket	1	00
Gun No1 $3.00 No2 300 Gun No3, 25 cts	6	25
2 Powder Horns		25
1 Pr And Irons		75
Crockery Ware		25
Amount brought forward		
1 Pr Saddle bags		75
Lot of Carpenters tools	2	00
1 Pr old Steel yards		50
Lot of Tubs	4	00
5 Iron pots	5	00
1 Dutch oven		50
2 Teakettles		50
1 Frying pan		25

2 Sad Irons.		50
1 Spider.		50
1 Kitchen table.		15
1 " safe.		50
Lot of tins.		50
Hominey Mortar and pestle.	1	00
Kitchen Shovel and tongs.		50
1 Baker 25 cts 2 axes 75:	1	00
Amount of appraisement.	19380.	27

We the Subscribers do certify that the aforegoing is a true and just Inventory and valuation of all and singular, the goods chattels and personal Estate of the said Richard Sydings deceased so far as the same have come to our sight and knowledge; and as valued and appraised by us in dollars and cents according to the best of our skill and judgement.

In testimony of all of which, we hereunto subscribe our names and affix our seals on this the 30th day of Sept 1859

Zachariah Durall (Seal)
Jno E Pettebone (Seal) } appraisers

Amount of appraisement as above	19380. 27
Cash in the house at the time of the deceased's death	220. 00
Cash in Bank of Farmers Bank of Maryland at the time of decd's death	592. 20
Land Warrants for 160, No 52,446 intimated at	128. 00
Amount of notes due the deceased and found in the house.	2928. 00
Whole amount of Inventory	$ 33248. 47

Test

Samuel Hiddart Exr

(Seal)

In testimony that the aforegoing is a true Copy taken from the original

Record of Inventories and sales Liber B.E.G. No 3 folio 350. I have hereunto subscribed my name and affixed the seal of this office this 12th day of May 1860.

Benj E. Gantt Reg of Wills A.A. County.

Exhibit S. No 3 referred to in the Bill filed with Commission Sept 22nd 1860.

An account of the sale of the Personal Estate of Richard Sydings deceased, which was sold at Public Sale on the 26th day of October 1859 at the late residence of the said deceased, on the following terms, viz; for all sums of Ten dollars and under the cash was required and for all sums over Ten dollars a credit of Six months with approved Security was given the notes bearing interest from day of sale

Articles Sold	Name of Purchasers		
1 Black Mare "Bet"	John Richard Arnold	133	00
1 Mottled Horse "Bully"	John Lewis Sydings	77	00
1 Gray Horse "Dallas"	Samuel Purdy	41	00
1 Roan "	John F. Yewell	80	00
1 Yoke of Steers	Mrs Juliana Kent	60	00
1 do " do	Chas Saffield	38	00
1 Cow "Cherry"	S. Redgrave	23	00
1 do "Strawberry"	P. Watts	18	25
1 Red Cow White face	S. Redgrave	17	50
1 Cow "Bet"	Chas Boone	19	00
1 do "Tiney"	Wm P Stinchcomb	11	00
1 do Blossom	Thos Baldwin	24	00
1 Black Ox	Wm V. Stinchcomb	13	00
1 White yearling heifer	Jefferson Phipps	7	00
2 Calves	Wm V Stinchcomb	9	00
Sheep Five 1st choice	James Sprigg	20	40
Amount brought forward			
Sheep Eight 2nd choice	Jefferson Phipps	32	00
" Five 3rd "	James Sprigg	19	95
11 Killing hogs	John Lewis Sydings	87	95
6 Shotes	" " "	13	50
Blade fodder Stack No 1	E.L Rockhold + Wm Foreman	9	50
Ditto " " No 2	Charles Boone	7	75
Ditto " " No 3	E.L Rockhold + Wm Foreman	4	00

Blade fodder Residue	Wm Freeman	3	50
Lot of oats & Straw	Wm V Stinchcomb	31	06
Lot of Rye & Straw	Samuel Redgrave	26	00
Irish potatoes 25 bus 43	James Sprigg	10	75
18½ Bus do at 46 cts	John Johnson	8	51
26½ Bus do Small 18¾ cts	Elijah Rockhold	4	96
Cabbage 100 1st Choice	Wm V. Stinchcomb	2	60
Ditto Residue	" " "	8	05
" Small lot near house	James Sprigg	1	67
8 Bushel Turnips 13 cts	Horace Tydings	1	04
2½ " " 12 cts	Wm V. Stinchcomb		30
5 bbls Corn $3.48	Columbus Knotts	17	40
15 " " 3.20	Wm Freeman	48	00
9½ do " Short 2.05	Elijah Rockhold	19	13
15 do " 3.20	" "	48	00
8 do Short " 2.05	Wm Freeman	16	40
3 do refuse	George Charles (colored)	4	20
Fodder House	John Johnson	7	25
Lot of Pumpkins, 100	Elijah Rockhold		55
Amount brought forward			
Two Old Wheat Fans	Horace Tydings	5	60
Plough No 1	P Wales	1	00
" No 2	P Wales		50
" No 3	Wm V. Stinchcomb	1	05
" 3 old)	P Wales		35
Two Gary plough No 1	Horace Tydings	2	30
" " " No 2	" "	1	05
Cultivator No 1	John L Tydings	4	12
" No 2	John H Hoye	3	06
2 Old Cultivators	Joseph Tate		50
1 Old Harrow (Small	" "		12
Lot of Swingle Trees	P Wales	2	05
Old Plow Gear	" "	1	10
1 Old horse cart & harness	" "	9	25
Lot of old hoes shovels & forks	" "	3	25
Ox Cart No 1	Thos Stinchcomb	6	00
1 Old " No 2	Nicholas Phipps		40
1 Old Sleigh	John E. Pettetone	1	00
1 Old Seive	John Pettetone Jr		12
2 Old half bavrel measure	Charles Boone		65

1 Buggy and Harness	John M Lauley	45	50
1 Bridle and Saddle no 1	Samuel Purdy	3	85
1 Old Bridle	" "		40
Lot of Rissi	Thos Stinchcomb		75
Lot of Old Barrels	John Lewis Tydings		12
my Wheat Cradle no 1	Samuel Purdy	1	75
Amount brought forward			
Wheat Cradle no 2	Samuel Purdy	2	12
" " no 3	Charles Boone	1	50
" " Residue	Thomas Stinchcomb		75
1 Old Bin	Albert Cooke		87
1 pr Old Wheels	Joseph Tate	1	57
1 Old Grind Stone	Wm V. Stinchcomb	1	00
1 Bee hive	John Lewis Tydings	1	37
Lot Pork barrels	" " "	2	12
1 Batteaux	Wm V. Stinchcomb	31	50
1 Sack Salt	S. L. Tydings	1	18
Water melon seed (Grays)	Landy Linsted	4	62
" " " (Blue	" "	3	00
" " " Striped	S. Bedgrave		50
1 Fish Seine	Wm V. Stinchcomb	27	50
Lot plank (84 ft	Thos Baldwin		63
Beds no 1, 2, 3, not sold			
" no 4	Thomas Baldwin	11	56
" no 5	Mrs Tydings	12	56
" no 6	Mrs Tydings	14	51
" no 7	Wm V. Stinchcomb	18	50
Bed steads no 1, 2, 3 not	sold as per will		
" no 4 Low post	Mrs Tydings		50
" no 5	Wm V. Stinchcomb	2	25
" no 6 trundle	E Rockhold	1	00
" no 7 Low post	Wm V. Stinchcomb		12
1 pr blue edge blankets	" " "	1	50
1 pr Red edge blankets	" " "	1	50
1 " Black " "	S. Purdy	1	75
1 " Sheets	Wm V. Stinchcomb		75
1 Coverlid and sheet	" " "		75
Lot of wool and yarn	Mrs Tydings	14	09
1 Mirror no 1	Wm V. Stinchcomb	1	00
2 Gill nets	Thos H Arnold	2	00

Lot of Onions	Columbus Knotts		35
Lot of Baskets	Nicholas Phipps	2	00
Lot of Bags	Samuel Lucas		30
1 Iron Bound Keg	Levi Shickels		62
1 Demijohn	Charles Bosse		40
1 Old Walnut Secretary	Mrs Tydings	1	00
Lot of old Books	John L Tydings	3	50
Medicine Chest &c	Dr Pettibone		50
1 Trunk	Mrs Tydings	2	31
1 Mirror No 2	Mrs Tydings		06
1 Walnut dining table	Mrs Tydings	1	00
6 Chairs, best	Mrs Tydings	2	00
1 Rocking Chair	Mrs Tydings	1	81
6 Old Chairs	Mrs Tydings		12
1 Old Cushioned Chair	Mrs Tydings		50
1 Old Bureau	Mrs Tydings	1	00
1 Small pine table	Thos Tydings		25
1 Old Mantle Clock	Mrs Tydings		62
1 Mirror No 3	Mrs Tydings		12
1 Old Musket	James P Richardson	1	00
Amount brought forward			
1 Gun No 1	Thos H Arnold	4	25
1 " No 2	Thos Baldwin	1	00
1 " No 3	John Boughearty		53
3 Powder horns	Thos Tydings		45
1 Pair Andirons	Mrs Tydings		68
Crockery ware all in the house	Mrs Tydings		50
1 Pr Old Saddle bags	Mrs Tydings	1	87
1 Lot Carpenters tools	Thos Stinchcomb	2	88
1 Pr Old steel yards	Thos Tydings		06
Lot of Washing tubs	Mrs Tydings	2	00
5 Iron Pots No 1	Mrs Tydings		56
" " No 2	" "	1	01
" " No 3	Tydings		62
" " No 4	Henry Green		75
" " No 5	Mrs Tydings		12
1 Dutch oven & lid	S. Purdy	1	12
2 Tea Kettles	Mrs Tydings		87
1 Frying pan	Mrs Tydings		36
Old Irons	" Tydings		25

1 Spider and lid	Charles Saffield	1	00
1 Old Kitchen table	Wm V. Stinchcomb		12
1 " " Safe	Wm V. Stinchcomb		07
Lot of tools	Mrs Sydings		25
Hommony Mortar & Pestle	Jno E. Pettetone		70
Kitchen Shovel and tongs	Levi Stickles		70
1 Baker	Jno Dougherty		50
1 Axe No 1	Samuel Lucas		41
" do No 2	Wm V. Stinchcomb		70
See additional Inventory of things not appraised but sold, on next page.		1325	47
The following is a list of Articles not appraised but sold.			
Amount brought forward		1325	47
1 Bunch of Strings	Jno L Sydings		25
1 Old oven	Mrs Sydings		10
1 " Firkin	" Sydings		12
1 Iron bound ½ Barrel	Th J C Boone		20
3 Bushels Rus 87 per Bushel	E. S Rockhold	2	61
½ Pecks " 40 per peck	Chas Boone		60
1 Lot " in Cellar	E. R Arnold	1	37
1 do do Granary	Dr Pettetone	1	00
1 do do in Cellar	Thos C Boone		85
1 Old Barrel & Salt	Thos Sydings		26
2 Old Kegs	George		12
4 Empty Barrels	Thos Sydings + others		53
2 Garden Rakes	Thos Stinchcomb		50
1 Old Stone Jar	Thos Sydings		06
1 Dr Old Axe Iron	E L Rockhold		26
Table Knives & forks	Mrs Sydings		75
1 Jug & some Vinegar	Mrs Sydings		12
3 axe helves	S Redout + others		30
1 old chest	Mrs Sydings		50
5 dozen Chickens	Mrs Sydings	7	50
3 Geese & 10 Ducks	Mrs Sydings	2	86
Lot of corn Ploughs	Wm Freeman	3	18
2 Hams Wt 18 lbs at 17	Mrs Sydings	3	06
1 Fish box	Wm V. Stinchcomb		75
Amount brought forward			
2 Fish Spears	S Redgrave		31

2 Turkeys	Mrs Tydings	1	60
Lot of old Iron	Wm V Stinchcomb	2	61
2 Calf Skins	E Rockhold		45
1 pr Bullet Moulds &c	Elijah Tydings		36
Plough points & an old fro	Horace Tydings		20
1 old Hatchet	Horace Tydings		37
Lot of plough Shares	E L. Rockhold		20
1 old Sickle	E L. Rockhold		07
1 Fish Net	Wm V. Stinchcomb		26
1 Sheep Skin	Thos C Boone		60
1 Barrel of Bran	George		38
1 old axe	Thos C Boone		20
1 Barrel lime	Thos Stinchcomb		50
1 do Plaster	E. L. Rockhold		30
Old Iron	Wm V Stinchcomb	2	75
3 old Salt Sacks	Thomas Baldwin		56
1 old Skiff	Thomas C Boone	2	20
1 Hough point	Joseph Tate		03
1 Bridle	Joseph Tate		75
1 pr Searing Irons	Leo L Tydings		06
1 Pig	Elijah Tydings		75
1 Mantle Lamp	Elijah Tydings		25
Whole amount of Sales — — —		1369	18

The Subscriber hereby Certifies that he did on the day, at the place, & on the terms above mentioned sell by public Sale for and on behalf of the Executor of Richard Tydings deceased all the above described Personal Property and Estate, to the respective persons named in the above account of Sales, they having been the highest bidders for the same —.

Test Boone Auctioneer —.

The undersigned Executor of Richard Tydings deceased, hereby returns to the Orphans Court for Anne Arundel County the aforegoing account of sales, which contains a full and particular account of the Personal Property and Estate of the said deceased, which was sold at public Sale in pursuance of their order on the 4th day of October 1859, And he also reports to the

Court that before he proceeded to make the said sale, he gave public notice thereof, and also of the time, place, manner and terms of sale, by having the same published in the news papers of Annapolis, and also by printed handbills, placed in the most public places of this District.

Test Samuel Ridout Executor of
Richard Tydings, deceased.

Whole amount of Sales as reported	1369.18
Whole amount of appraisement, except the negroes	1280.27
Excess of Sales over appraisement.	88.91

In testimony that the aforegoing is a true copy taken from the Original Recorded in Liber B.E.G. No 3. folio 378 one of the Record Books of Inventories in this Office, I have hereunto set my hand and affixed the Seal of this office, this 12th day of May 1860

(Seal)

Benj E. Gantt Reg Wills A.A. County

Exhibit S B No 3 referred to in the bill filed with Commission Sept 22d 1860.

To the Honorable, The Judges of the Orphans Court of A.A. County

I Rachel Tydings widow of Richard Tydings late of A.A. County deceased, do hereby renounce all claim to any legacy or devise made to me by the Last will of my husband, and I elect to take my dower or legal share of the Estate in lieu thereof. January 10th 1860

Rachel Tydings

Witness John A. Boone

In testimony that the aforegoing is a true copy taken from the original recorded in Liber B.E.G. No 1 folio 428. I have hereunto subscribed my name and affixed the seal of this office this twelfth

(Seal)

day of May 1860.
Benj E. Gantt Reg Wills A.A. County.
And afterwards to wit on the 30th day of Oct 1860 the Judge passed his decree in the said Cause in the words following to wit.

Samuel Ridout Executor of Richard Hydings vs Rachel Hydings, Samuel Purdy wife and others	Circuit Court for Anne Arundel County In Equity October Term, 1860

This cause standing ready for hearing and being submitted, the bill, answers and all the other proceedings were by the court read and considered.

Whereupon it is, on this thirtieth day of October in the year 1860 by Nicholas Brewer Judge of the Second Judicial Circuit and by the authority of this court adjudged, ordered and decreed, that the real estate in the proceedings mentioned be sold, to said real estate being all that of which the late Richard Hydings died seized and possessed, That Oliver Snider be, and he is hereby appointed trustee to make said sale, and that the course and manner of his proceeding be as follows He shall first file with the clerk of this court, a bond to the State of Maryland, executed by him, with a surety or sureties to be approved by the court, judge or clerk, in the penalty of Ten thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or decree in the premises; he shall then proceed to make the said sale, having first given at least three weeks previous notice inserted in some newspaper or newspapers published in Anne Arundel County and such other notice as he may think proper, of the time, place, manner and terms of sale, which terms shall be as follows, One third of the purchase money to be paid in cash on the day of sale or the ratification thereof by this Court, one third in one

year, and the remaining one third in two years from the day of sale, the credit payments to be secured by the bonds of the purchaser, with security or sureties to be approved by the trustee, and bearing interest from the day of sale. And as soon as may be convenient after such sale or sales, the said trustee shall return to this court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by the court, and on the payment of the whole purchase money, (and not before) the said trustee, by good and sufficient deed to be executed and acknowledge agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property to him, her or them sold, free, clear and discharged of all claim of the parties to this cause, and of any person or persons claiming by, from or under them, or any of them. And the said trustee shall bring into this court the money arising on such sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this court, after deducting therefrom the costs of this suit, and such commission to the said trustee as the court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this Trust. The rights of all parties to this suit to the proceeds of sale are hereby expressly reserved till the further order of this Court.

Nicholas Brewer
Circuit Judge.

And afterwards to wit on the 31 oct 1860. The Trustee filed his Bond as trustee whilst being duly Certified and approved in the words following to wit.

Know all men by these presents, That we Oliver Miller, Thomas Franklin, and Jonathan Pinkney in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand dollars, current money, to be paid to the said State of Maryland, or its

certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this Thirtieth day of October in the year eighteen hundred and Sixty.

Whereas, by a Decree of the Circuit Court for Anne Arundel County, sitting in Equity, bearing date on the Thirtieth day of October eighteen hundred and Sixty and passed in a cause in the said Court wherein Samuel Ridout executor of Richard Tydings is complainant and Rachel Tydings, Samuel Purdy and wife and others are defendants, the above bound Olivier Muller has been appointed Trustee to make sale of certain Real Estate in the proceedings in said cause mentioned.

Now the Condition of the above obligation is such, That if the above bounden Olivier Muller do, and shall well and faithfully perform the trust reposed in him by the said Decree, or that may be reposed in him by any future Decree or Order in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed, and delivered in the presence of — Olivier Muller (Seal)

John Hopkins as to signatures of O. Muller and J. Pinkney — J. Pinkney (Seal)

and of J. S. Franklin as to signature of Thos Franklin — Thos Franklin (Seal)

I hereby certify that the sureties to the within Bond are sufficient in my opinion

A. B. Dagner
Solr

And afterwards to wit on the 7 day of Nov 1860. The Trustee made a report of Sale accompanied with a plat in the words and figures following, to wit.

Samuel Ridout Executor of Richard Tydings vs Rachel Tydings, Samuel Purdy and wife and others

Circuit Court for Anne Arundel County, Sitting

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County.

The Report of Oliver Miller trustee appointed by the decree in this cause to make sale of the real Estate therein mentioned shows: That after giving bond with security for the faithful discharge of his trust as required by said decree and giving notice of the time place manner and terms of sale by advertisements in the Maryland Republican and Annapolis Gazette two newspapers printed at Annapolis for more than three successive weeks before the day of sale, and also by advertisements inserted six times in the Daily, and for three successive weeks in the Weekly sun a newspaper printed in the City of Baltimore, and also by Handbills extensively circulated throughout the said City of Annapolis and Anne Arundel County, he did pursuant to said notice attend at the Court House Door in the City of Annapolis on Wednesday the fifth day of December in the year Eighteen hundred and Sixty at Twelve O'clock. M. and then and there proceeded to sell said real Estate as follows viz:

In the first place your trustee exhibited to the bidders there present the plat and survey of the said real Estate made as stated in such advertisements of sale, showing that said real estate consisted of two hundred and twenty six (226) acres of land as appear by the said plat and survey accompanying this report. He then offered at public sale to the highest bidder the said land and sold the same to Samuel Purdy he being then and there the highest bidder therefor, at and for the sum of Fifteen dollars and seventy five cents, ($15.75) per acre, the whole purchase money amounting to Three thousand five hundred and fifty nine dollars and fifty cents ($3 559.50). And your trustee reports

that though said purchaser has not yet made the cash payment, or given his bonds for the credit payments yet he has signified his determination to do so before the ratification of said sale by this court, according to the terms of said decree, and when such cash payment is made and bonds given, your trustee will, as required by said decree, bring the same into this court to be disposed of as directed in said decree,

All of which is respectfully submitted

Oliver Miller

Trustee.

State of Maryland, Anne Arundel County to wit; On this sixth day of December in the year Eighteen hundred and sixty, before the Subscriber, a justice of the peace in and for said County personally appeared the within named Oliver Miller trustee and made oath that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made-

Upton Glover

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Elizabeth Hancock Henry J Hancock, Orlando Hancock Mordecai D Welch and Ruth E Welch his wife
vs
Mary Jane Hancock Laura Hancock and John Randolph Hancock

Be it remembered that heretofore to wit on the 8 day of March 1859. Came Elizabeth Hancock, Henry J Hancock. Orlando Hancock Mordecai D Welch and Ruth E Welch his wife by James S Franklin their Solicitor in the Circuit Court for Anne Arundel County sitting as a court of Equity and exhibited in said Court their Bill of Complaint against Mary Jane Hancock Laura Hancock and John Randolph Hancock in the words following to wit,

To the Honorable N. Brewer, Judge of the Circuit Court for Anne Arundel County, Sitting in Equity—

The Bill of Complaint of Elizabeth Hancock, Henry J. Hancock, Orlando Hancock, Mordecai D Welch, and Ruth E. Welch his wife, all of Anne Arundel County in the State of Maryland humbly shows; that heretofore a certain Orlando Hancock late of the County aforesaid deceased, was in his life time seized and possessed of certain Real estate, lying and being in Anne Arundel County, and which consists of the following tracts or parcels of Land, Viz: two tracts of Land, one containing one hundred and ninety nine and a half acres, and the other thirty five acres and three Eighths of Land, which were conveyed to the said Orlando Hancock by a certain William Thomas, by deed dated the first of September in the year Eighteen hundred and thirty Eight and recorded in Liber W. S. G. No 23 folio 154 &c one of the Land Record Books of Anne Arundel County, another tract of Land called Part of "Proctors Park" containing one hundred and ninety nine acres and five Eighths of Land, which was conveyed to the said Orlando Hancock by deed from Jane Gamble, dated the seventh of March Eighteen hundred and forty Eight and recorded in Liber S.H.W. No 3 folio 206 one of the Land Record Books aforesaid; by deed from George R. Thompson and Mary Jane his wife, dated the twenty seventh

of December Eighteen hundred and fifty, and Recorded in Liber I.H.C. No 5 folio 37, one of the Land Record Books aforesaid, by deed from Richard I Welsh and Ann Eliza his wife, dated the twenty Eighth of October Eighteen hundred and forty Eight, and recorded in Liber I.H.C. No 3 folio 516, one of the Land Record Books aforesaid, which three last named deeds conveyed the whole fee Simple in said tract of Land, and owned by the respective grantors to the said Orlando Hancock; Another tract of Land called "Patapsco Plains" containing two hundred and thirty five acres and a half of Land, which was conveyed to the said Orlando Hancock by Charles R. Stewart, trustee by deed dated the tenth of September Eighteen hundred and fifty six, and recorded in Liber I.H.C. No 6, folio 72 one of the Land Record Books aforesaid; Another tract of Land called "Widows Security" containing fifty five acres of Land, which was conveyed to the said Orlando Hancock by Benjamin F Cadle and Caroline his wife, and William A. Cadle and Elizabeth his wife, by deed dated October the nineteenth Eighteen hundred and fifty seven, and recorded in Liber I.H.C. No 6, folio 543, one of the Land Record Books aforesaid the whole containing Seven hundred and twenty (723) five acres of Land; which said deeds your complainants herewith file, marked respectively as Exhibits A. B. nos 1. 2. and 3. C, and D, and pray that the same may be taken as part of this Bill of Complaint; and being so thereof seized and possessed, the said Orlando Hancock, on the thirteenth day of March in the year Eighteen hundred and fifty Eight, departed this life, intestate, leaving your Orator Elizabeth his Widow and your Orators Henry F Hancock, Orlando Hancock, and Ruth E. (who had, before the death of the said Orlando Hancock intermarried with your Orator Mordecai I Welsh) and the defendants Mary Jane, Laura, and John Randolph Hancock, his children and heirs at Law; and that the said Mary Jane, Laura, and John Randolph Hancock are infants under the age of twenty one years.

And your orators further charge that the said real estate is susceptible of Partition amongst the parties aforesaid that your Oratrix Elizabeth is entitled to have her dower laid off in one of said Tracts of Land, and the Residue partitioned amongst the other parties according to their respective rights ~~and interests~~, but that in as much as the said defendants are infants under the age of twenty one years, they are advised that said partition cannot be had without the intervention and assistance of this Court although they charge that said partition will be for the interest and advantage of all the parties to this Cause.

To the End therefore that the said Mary Jane Hancock, Laura Hancock and John Randolph Hancock may answer the premises; and that a decree may be passed for a partition of the aforesaid Real estate amongst the parties aforesaid, according to their respective interests as herein shown; or in case a partition thereof cannot be effected, then that the same may be sold under the direction of this court and the proceeds thereof distributed amongst the said parties in proportion to their respective interests; and that your Orators may have such further relief as their case may require,

May it please your Honor to grant the writ of Subpoena against the said Mary Jane Hancock, Laura Hancock, and John Randolph Hancock commanding them to appear in this Court at some certain day to be therein named, to answer the premises and abide by and perform such decree as may be passed therein, and as in duty &c.

J. S. Franklin
Sol. for Complt.

Memorandum. The Exhibits, A. C. D. and Exhibit B No 1, Exhibit B No 2. Exhibit B No 3. referred to in the Bill will be found with the Commission for taking testimony.

And thereupon a writ of Subpoena

was accordingly issued against the said Defendants returnable to the next term of said Court to wit April Term 1859.

And the Sheriff of Anne Arundel County to whom the said writ of Subpoena was directed was returned thus endorsed to wit—

Summoned E. W. Durrell Shff.

And afterwards to wit on the 23 day of March 1859 a Commission issued to Charles R. Stewart of Anne Arundel to take the answers of the Infants defendants Mary Jane Hancock Laura Hancock and John Randolph Hancock to the said Bill

And afterwards to wit on the 2 day of April 1859, the Commissioner Charles R. Stewart made return of said Commission with the answers of the infant defendants Mary Jane Hancock, Laura Hancock, and John Randolph Hancock in the words following to wit—,

Maryland, Sc:

The State of Maryland,

To Charles R. Stewart of Anne Arundel County, Greeting; Whereas, Elizabeth Hancock, Henry T. Hancock and others, lately exhibited their bill of complaint before us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, against Mary Jane Hancock Laura Hancock and John Randolph Hancock are Infants under age, and cannot answer the said bill, nor defend this suit without having a Guardian assigned in that behalf; Know ye, therefore, that we have given unto you full power and authority, in pursuance of the special order in our said Court to assign and appoint a Guardian for the aforesaid Infants, and to take the answer of said Infants by such Guardian to the said bill; and therefore, we command you, that at such certain day and place as you shall think fit, you go to the said Defendants, if they cannot conveniently come to you, and assign and appoint a Guardian for the aforesaid Infants, and take the answer of the said Infants, by such Guardian to the said Bill, on such Guardian's corporeal oath, upon the Holy Evangely, to be administered by you, the said answer being distinctly and plainly writ; and when you

shall have so taken the said answer, you send the same, closed up under your seal, together with your certificate of you having assigned and appointed such Guardian as aforesaid, and this writ unto us in our said Circuit Court for Anne Arundel County, sitting as a Court of Equity.

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 23 day of March, Anno Domini, 1859.

Seal

Test W. H. Green Clk.

To the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County.

The undersigned respectfully returns, that pursuant to the authority vested in him by the foregoing commission, he, in the presence of the Infants, did on the Seventh day of April in the year 1859, assign and appoint Samuel D Lynch Guardian to the Infants, in said commission named, and did take the answer of the said Infants, by the said Guardian on his corporal oath, by the undersigned administered, which answer hereto annexed, is herewith returned, together with said commission.

Witness my hand and seal, this Seventh day of April, 1859.

Charles R. Stewart Com'r [L S]

The answer of Mary Jane Hancock, Laura Hancock, and John Randolph Hancock Infants under the age of twenty one years by Samuel D. Lynch their Guardian in that behalf specially appointed, to the bill of complaint of Elizabeth Hancock, Henry T. Hancock & others against Mary J. Laura and J. R. Hancocks, Defendants in the Circuit Court for Anne Arundel County, sitting as a Court of Equity, exhibited.

These Defendants answering by their Guardian aforesaid, to the said bill of complaint, say, that they do admit the truth of the several matters and things charged and set forth in said bill, and pray that the Court will protect their interest in the premises, and they pray to be hence dismissed with their costs, and so forth.

Samuel D. Lynch, Guardian.

The Guardian above named makes oath on the Holy Evangels of Almighty God, that the matters and things stated in the foregoing answer are true, to the best of his knowledge and

belief, Sworn to before the subscriber, Commissioner for that purpose appointed.

Charles R. Stewart, Commissioner.

And afterwards on the 30 day of April 1859 came the Complainants aforesaid by their Solicitor aforesaid and caused to be entered on the Docket of the Court a General Replication to the answers of the Defendants filed in said Cause.

And at the same time a Commission was issued to the Standing Commissioners to take testimony in said Cause.

And afterwards to wit on the 21 day of May 1859 William S. Green one of the Standing Commissioners made return of the said Commission with the proceedings under the same in the words following to wit.

Maryland, sc:

The State of Maryland

To Wm S. Green and Nicks Brewer of Jno of Anne Arundel County, Greeting, Know, That we have appointed you to be our Commissioner, to examine evidences in a cause depending in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, between Elizabeth Hancock, Henry T. Hancock and others Complainants, and Mary Jane Hancock Laura Hancock &c Defendants. We therefore require you, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this commission, that at such time and place as to you shall seem convenient, you cause to come before you all such evidences as shall be named and produced to you by either the plaintiffs or defendants; and that you examine them on their corporal oaths, to be by you administered upon the Holy Evangely of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you cause notice to be given to the parties, or their attorneys, of the execution of this commission, before you execute the same; and having reduced the depositions of the witnesses so taken by you, into writing, you send the same, with this our commission, close under your hand and seal, to us in our Circuit Court for Anne Arundel County,

sitting as a Court of Equity, with all convenient speed.

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 30 day of April Anno Domini 1859.

Seal

Test N. H. Green Clk

Elizabeth Hancock, Henry T Hancock et al vs Mary Jane Hancock et al	In the Circuit Court for Anne Arundel County. In Equity

Interrogatories to be propounded to the witnesses to be produced on the part of the Complainants.

1st Do you or not know the parties to this suit or either of them?
If yea, state how long you have known them and which of them.

2nd Did you or not know Orlando Hancock, late of Anne Arundel County deceased?
If yea, state when and where he died, and whether he left a will or died intestate.

3rd State, if you know whom the said Orlando left as his heirs at law, which are now alive, any intermarriages that have taken place among them, and which of them are adults and which minors?

4th Do you or not know of any real estate left by the said Orlando Hancock?
If yea, state where the same is situated, describe the same, the number of acres and probable value.

5th State whether in your opinion, the said real estate is susceptible of an advantageous partition among the parties entitled thereto, and especially whether or not such partition would be advantageous to the minor children; also your reasons for such opinion.

J. S. Franklin
Solr for Complts

Interrogatories to be propounded to N. H. Green Esq. Clerk Circuit Court.

State, upon examination of the Land Record Books of your office, whether or not the deeds filed in this case and marked Exhibits. A. B. & No 12. & 3 C & D, are the original deeds, which they purpose to be, and are duly recorded in said record books, as endorsed.

J. S. Franklin
Solr for Complts.

On the execution of the annexed commission issued out of the Circuit Court for Anne Arundel County, in Equity, and to the Standing commissioners of said Court directed, and empowering them or one of them to examine evidences in a cause depending in said Court wherein Elizabeth Hancock and others are Complainants and Mary Jane Hancock and others are Defendants, I, William S. Green one of the commissioners therein named, did meet on Tuesday the 17th day of May 1859, and did proceed to take the following depositions to wit,

Leonard Foreman a witness of lawful age produced on the part of the Complainants being duly sworn to Interrogatories filed by the Complainants, and herewith returned, deposes and says.

To the First Interrogatory knows all the parties and has known them for a long time.

To the Second interrogatory, Did know the said Orlando Hancock, He died some time in March 1858, intestate.

To the third interrogatory, He left Elizabeth his widow and Henry T. Orlando, Ruth E. wife of Mordecai D. Welch, Mary Jane, Laura & John Randolph, the last two of whom are minors.

To the fourth interrogatory, He left real Estate situated in the third election district in Anne Arundel County consisting of four tracts, and containing about the number of acres mentioned in the Bill, and is worth, in the average, about 15 dollars per acre.

To the fifth interrogatory: thinks it is susceptible of advantageous partition amongst the parties interested, and that it would be advantageous to all the parties & particularly to the minor children that it be divided.

Joseph Armiger a witness of lawful age produced on the part of the complainants being duly sworn and examined to interrogatories filed with the commission by the Complainants and herewith returned deposes and says.

To the first Interrogatory, knows all the parties and has known them for a long time.

To the second interrogatory: I did know the said Orlando Hancock, He died in the spring of 1858, He died intestate.

To the third interrogatory: He left Elizabeth his widow, and Henry T, Orlando, Ruth E wife of Mordecai D. Welch, Mary Jane, Laura and John Randolph, the last two of whom are minors.

To the fourth interrogatory, Left real estate in Anne Arundel County, third election district, containing about the number of acres, mentioned in the Bill, and is worth in the average about 15 dollars per acre.

To the fifth interrogatory, thinks it is susceptible of advantageous partition amongst the parties interested, and that it would be particularly advantageous to the minor children that it be divided amongst them.

Nicholas H. Green, Clerk of the Circuit Court, being duly sworn & examined to the special interrogatory filed with the Commission & herewith returned deposes and says.

That the said Exhibits are all duly recorded among the Land Records of Anne Arundel County, at the times and in the Books named in the endorsements upon said Exhibits

There being no other witnesses the

Commissioner at the request of the Solr of Complts, returned the said commission under his hand and seal this 21st day of May 1859.

Wm S. Green Commr (Seal)

Exhibit A. Filed with Commission.

This Indenture made this first day of September in the year of our Lord, one thousand, eight hundred and thirty eight, between William Thomas, of the City and County of Baltimore, in the State of Maryland, of the one part, and Olander Hancock, of Anne Arundel County in the State aforesaid, of the other part. Witnesseth; that for and in consideration of the Sum of Eleven hundred and fifty dollars, lawful money, to the said William Thomas in hand paid by the said Olander Hancock, at or before the Sealing and delivery of these presents, the receipt whereof is hereby acknowledged: the said William Thomas hath granted, bargained and sold, aliened, enfeoffed and conveyed, and by these presents, doth grant, bargain and sell, alien, enfeoff and convey, unto the said Olander Hancock, his heirs and assigns, all that part of a tract or parcel of land, distinguished on the plat returned by the Commissioners appointed to divide the estate of John Boone deceased, by the number three, situated and lying in Anne Arundel County aforesaid, and which is contained within the metes and bounds, courses and distances following, that is to say: Beginning for the same at a stone, being the beginning of the first part of lot number two, standing at the end of the thirty first line of the first Survey made upon the aforementioned division, and running thence with, and bounding on the out lines of said Survey, and the tide water of a creek of Patapsco River, called Rock creek, the twenty nine following courses and distances, to wit, South twenty one degrees west, one hundred and Sixty six perches, to a Stone South forty six degrees, forty five minutes East, thirty perches to a stone, South forty six degrees thirty minutes east, one hundred and fifty one and a half perches, to a stone; North Seventy eight degrees east, two and a greater perches, North fourteen degrees east, four perches, north Seven degrees east, Seven perches: North thirty Seven degrees East, ten perches; North

ten degrees west, fifteen perches: North eighty degrees east six perches: North forty eight degrees east, nine perches: North thirty eight degrees east, twenty two perches, North fifty four degrees east, four perches; North Eleven degrees east, ten perches: North twenty fore degrees east, eight perches; North six degrees east, eleven perches; North thirty one degrees west, four perches: North sixty one degrees west, eight perches: North Seven degrees east, two perches: South eighty six degrees, east, twelve perches: North sixty four degrees east, four perches: North four degrees east, fourteen perches: North sixty five degrees east, thirteen perches; North Seven degrees west, fourteen and a half perches; North fifty one degrees west, nine perches: North thirty two degrees, east, twenty four perches; North Eighty Seven degrees east, fourteen perches; North fifty six degrees east, Eight perches; North Seventy eight degrees east, nine and a half perches; North twelve degrees east, nine perches, to a stone at the end of the sixteith line of the aforesaid Survey, the same being the end of the last line of the first part of said lot, number two; thence running with and bounding on the given line of said first part of said lot, to the beginning, containing and laid out for One hundred and ninety nine and a half acres of land, more or less, Also, all that piece or parcel of land, adjoining the parcel above described, which is contained within the metes, and bounds, courses and distances following, that is to say: "Beginning for the same at a stone planted in the original line of lot number three, and running thence South fifty degrees East, Eighty one and a quater perches, to a stone heretofore planted on the North side of Rock Creek, thence bounding on said Creek, North Seventy degrees East, Eighteen perches; thence north twenty five degrees East, twenty perches, thence north, thirty degrees west, twenty perches, to a stake, thence parallel with the first line South fifty degrees west, ninety six perches, to Mrs Grays gate, and thence with a straight line to the place of beginning, containing thirty five acres and three eighths of an acre of land more or less.] the first of said described parcels of land was granted and conveyed by Nicholas Boone to "Benjamin Thomas, the father of

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the party of the first part hereto, by Indenture dated on the ninth day of August, in the year one thousand, eight hundred and thirty, and recorded among the Land Records of Anne Arundel County aforesaid, in Liber W.S.G. No 15 folio 188 &c. And the second of said described parcels of land was granted and conveyed by Charlotte Gray to the said Benjamin Thomas. And which two parcels of land were devised to the said William Thomas by the said Benjamin Thomas, by his last will and testament, dated on the first day of October, One thousand Eight hundred and thirty four, and recorded among the records in the Office of the Register Wills for Anne Arundel County aforesaid.] Together with the buildings and improvements on said described pieces or parcels, of land erected, and all and every the rights, ways, privileges, appurtenances and advantages to the same belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate and interest, as law and in Equity, of the said William Thomas, in, unto and out of the same, and every part and parcel thereof, To Have and to Hold the two pieces or parcels of land and premises, above described, and hereby intended to be granted and conveyed, with the appurtenances, unto the said Olando Hancock, his heirs and assigns, to his and their proper use and behoof forever. And the said William Thomas, for himself, his heirs, executors and administrators, doth hereby covenant with the said Olander Hancock, his heirs and assigns, in manner following, that is to say: that the said William Thomas, his heirs, executors and administrators, the two pieces or parcels of land and premises aforesaid, with the appurtenances from and against himself, and his heirs, and every and all other person and persons legally or equitably claiming or to claim the same, or any part thereof, by or under him, unto the said Olander Hancock his heirs and assigns, shall and will warrant and forever defend by these presents. And also, that the said William Thomas and his heirs, at any time or times hereafter, at the reasonable request, and proper cost and charge in the law, of the said Olander Hancock,

his heirs or assigns shall and will make, execute and deliver, or cause and procure to be made, executed and delivered, all such further and other acts or deeds in the law, as shall or may be reasonably advised or devised and required, for the confirmation of these presents, according to the purport true intent and meaning hereof. In Witness whereof, the said William Thomas hath hereunto subscribed his name, and affixed his seal, on the day and year first herein written.

Signed, Sealed, and delivered
in the presence of
Nicholas Brewer +
Henry Brice

William Thomas. (Seal)

Received on the day of the date of the aforegoing Indenture, from Hander Hancock, the party of the Second part thereto, the sum of Eleven hundred and fifty dollars, lawful money, in full of the consideration within expressed to be paid by him to me.

Witness
Nicholas Brewer.
Henry Brice

William Thomas.

State of Maryland, Baltimore City, Sct. Be it remembered and it is hereby certified, that on this first day of September in the year of our Lord, One thousand, eight hundred and thirty eight, before the Subscribers, two Justices of the peace of the State of Maryland, in and for the City of Baltimore aforesaid, personally appears William Thomas, he being known to us to be the person who is named and described as, and professing to be, the party of the first part to the aforegoing Indenture, or instrument of writing, and doth acknowledge the same to be his act and deed, In Testimony whereof we hereunto Subscribe our names on the day and year aforesaid.

Nicholas Brewer
Henry Brice.

State of Maryland, Baltimore County Sct. I hereby certify that Nicholas Brewer and Henry Brice gentlemen before

whom the aforegoing acknowledgement was made and who have thereto subscribed their names, were at the time of so doing, two Justices of the peace of the State aforesaid, in and for the City of Baltimore duly commissioned and sworn.

In testimony whereof I hereto subscribe my name and affix the Seal of Baltimore County Court, this fifth day of September Eighteen hundred and thirty eight.

Thomas Kell Clk of Balto
City Cot.

Seal

Received the 8th day of September 1838 to be recorded same day recorded in Liber W.S.G. No 23 folio's 154 &c One of the Land Record Books of Anne Arundel County, and Examined by

Wm. S. Green Clk.

Exhibit C. filed with Commission.

This Indenture, made this tenth day of September in the year of our Lord one thousand Eight hundred and fifty Six, between Charles, R. Stewart of Anne Arundel County in the State of Maryland, Trustee of the first part; and Orlander Hancock of Anne Arundel County in the State aforesaid of the other part.

Whereas by a Decree of the Circuit Court for Anne Arundel County Sitting as a Court of Equity, at October Term 1854. bearing date on or about the twenty ninth day of November, in the year Eighteen hundred and fifty four in a cause which Freeborn, S. Waters and Charles. R. Stewart were Complainants, and Mary Ann Williams and others. Respondents, the aforesaid Charles. R. Stewart, was appointed Trustee, and authorized and Empowered to sell and dispose of the property in the proceedings in said Cause mentioned.

And Whereas, in pursuance of such degree, the said Trustee did, on the eleventh day of January eighteen hundred and fifty five sell and dispose of, to the said Orlander Hancock he being the highest bidder for the sum of $5593.12.

All that tract or parcel of land lying in Anne

Arundel County and situated upon the Patapsco River between Cox's and Stoney Creek called "Patapsco Plains" which was originally on the fourth day of June One thousand Eight hundred and One resurveyed for John Ashpaw for the quantity of Two hundred and thirty five acres and one half of an acre of land more or less as and for the sum of Five thousand five hundred and ninety three dollars and twelve cents, which sale has been duly ratified, and the purchase money aforesaid duly paid, and said Trustee authorized by said Decree to execute a conveyance of said property so sold; and, to comply with the terms of said Decree, the said Trustee hath agreed to execute these presents.

Now this Indenture Witnesseth, That for and in consideration of the premises, and of one dollar, to the party, hereto of the first part, paid by the party of the second part to these presents, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, the said Charles R. Stewart Trustee hath granted, bargained and sold, aliened, enfeoffed and conveyed, and by these presents doth grant, bargain and sell, alien, enfeoff and convey, unto the said Orlander Hancock his heirs and assigns, all the before mentioned and described piece or parcel of land and premises, with the appurtenances.

To have and to hold the said piece or parcel of land above described, with every of the appurtenances, unto the said Orlander Hancock his heirs and assigns forever, to his and their use and behoof, and to and for no other use, intent or purpose whatsoever.

In Witness Whereof, the said party of the first part hath hereto set his hand and affixed his seal the day and year hereinbefore first written.

Signed, Sealed and Delivered
in the presence of
John Johnson
Dorsey Jacobs

Charles R. Stewart. Trustee (Seal)

State of Maryland, Anne Arundel County, to wit:

Be it Remembered, and it is hereby certified, that on this tenth day of September in the year of our Lord one thousand Eight hundred and fifty Six before the subscribers, two Justices of the Peace of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Charles R. Stewart Trustee he being known to

me to be the person who is named and described as, and proposing to be, the party of the first part to the foregoing Deed or Indenture: and acknowledged the same to be his act and deed.

In testimony Whereof, we hereunto subscribe our names, on the day and year aforesaid

John Johnson.
Dorsey Jacobs.

Received the 2nd day of October 1856 to be recorded same day, recorded in Liber W. H. G. No 6 folio 72 one of the Land Record Books of Anne Arundel County and Examined by

W. H. Green Clk.

Exhibit D. filed with Commission.

This deed made this Nineteenth day of October Eighteen hundred and fifty seven by Benjamin T. Cadle and Caroline Cadle of the City of Baltimore in the State of Maryland and William A. Cadle and Elizabeth A. Cadle his wife of Anne Arundel County and said State, Witnesseth that in consideration of the sum of one thousand dollars the said Benjamin T. Cadle and Caroline Cadle his wife, and William A. Cadle and Elizabeth A. Cadle his wife doth grant unto Orlander Hancock of Anne Arundel County and State aforesaid, all that tract or parcel of land now occupied by the said William and which the said Benjamin T. Cadle, and William A. Cadle hired from their father and mother, being a part of a tract of land called "Benjamins Hope" and which is more fully described in a Certificate of resurvey made by Charles Stewart bearing date November first Eighteen hundred and eleven as follows, "Beginning for the out bounds of the whole resurvey at a stone now planted at the end of one hundred and fifty perches, on and in the west by south three hundred and twenty perch line of the whole tract called "Benjamins Hope" as run with an allowance of four and a quarter degrees to correct the variation. And running from thence with and bounding on the first line of the land called "Barshes Seat" as run with an allowance of one degree to correct the variation, south four degrees East one hundred and twenty Eight perches to a creek called "Nabbs Creek" thence running with and

bounding on the tide water of said Creek the four following courses and distances to wit, North Eighty two degrees east Eighteen perches, South fifty five degrees east thirty two perches. South forty degrees east fourteen perches. South fifty four degrees east eight perches to a print at the mouth of a cove, thence running with and bounding on the tide water of said cove, the seven following courses and distances to wit: North eighteen degrees east six perches, North sixty five degrees east Sixteen perches, North thirty one degrees east seventeen perches, North twenty Six degrees west fourteen perches, North Six degrees west four perches, North forty four degrees west, four perches, North twenty three degrees east eight perches, to a Stone now planted at the edge of the tide water of said cove thence North thirty nine degrees fifteen minutes west one hundred and thirty seven perches to the place of beginning, containing and now laid out for forty three acres of land more or less, The whole now resurveyed and called "Widows Security." The said Certificate states that according to the ancient metes and bounds of said land it contained fifty five acres, twelve acres thereof lays four within the tide water of Watts Creek and a cove of said Creek, and a table of those ancient metes and bounds, will be found on said certificate. All of said land is hereby conveyed and intended so to be by the said Benjamin F. Cadle and his wife Caroline and William A. Cadle and his wife Elizabeth A. to the said Orlander Hancock in fee Simple. Witness our hands and seals this above date.

Test. Dorsey Jacob

Benjamin F. Cadle (Seal)
Caroline her × mark Cadle (Seal)
William A. Cadle (Seal)
Elizabeth A. Cadle (Seal)

$100 Received, A.A.Co October 19th 1857 from Orlander Hancock the sum of $100 being the consideration expressed to be paid in the foregoing Indenture.
Witness, Dorsey Jacob

B. F. Cadle.
Caroline her × mark Cadle.
William A. Cadle.
Elizabeth A. Cadle.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this nineteenth day of October Eighteen hundred and fifty seven before the Subscriber a Justice of the peace of the State of Maryland in and for Anne Arundel County, personally appeared Benjamin F. Cadle, and Caroline Cadle his wife, and William A. Cadle and Elizabeth A. Cadle his wife, and acknowledged the foregoing deed to be their respective act and deed.

Acknowledged before Dorsey Jacob.

For Benjamin F. Cadle interlined the letter F to his name in my presence at the time of the acknowledgement of the deed.

Dorsey Jacob.

Received 30th day of October 1857 to be recorded same day, recorded in Liber N. H. G. No 6 folio 578 one of Land Record Books of Anne Arundel County, and Examined by,

N. H. Green Clk.

Exhibit B. No 1 filed with Commission.

This Indenture made this seventh day of March in the year of our Lord One thousand Eight hundred and forty Eight, between Jane Gamble of the City of Baltimore in the State of Maryland of the one part, and Orlander Hancock of Anne Arundel County in the State aforesaid of the other part, Whereas the said Anne Gamble in behalf of herself and her two children, on the second day of March One thousand Eight hundred and forty Eight, offered at public sale, all the real estate of which her first husband William Linsted late of Anne Arundel County deceased, died seized, it being part of a tract or parcel of land lying in said County called "Proctors Park" containing one hundred and ninety eight acres and five eights of an acre more or less, and one acre comprehending a landing, And Whereas the said Orlander Hancock became the purchaser of the said land he being the highest bidder, at the sum of One thousand

thirty seven dollars and twenty five cents. And Whereas the terms of sale requires one fifth part of the purchase money to be paid on the day of sale, to defray the expenses of such sale and to pay the said Jane Gamble her proportion of the said purchase money which she is entitled to receive in lieu of dower in the said land and premises and the residue of the purchase money in equal installments with interest from the day of sale and payable on the day that the two children respectively arrive at lawful age, to be secured by a note for each installment to the said children respectively. And Whereas the said Orlander Hancock hath complied with the terms of sale, by paying one fifth of the purchase money down being the sum of two hundred and seven dollars and forty five cents and passed and delivered his promissory note for the sum of Four hundred and fourteen dollars and ninety cents with interest, bearing date the second day of March One thousand eight hundred and forty eight to each of said children with security and payable as they respectively arrive at lawful age. Now this Indenture Witnesseth that the said Jane Gamble for and in consideration of the above recited premises and also of the sum of One dollar lawful money to her in hand paid by the said Orlander Hancock as and before the sealing and delivery of these presents, the receipt whereof she doth hereby acknowledge and herself therewith to be fully satisfied, contented and paid, hath given, granted, bargained, sold released aliened, enfeoffed, transfer, convey and confirm unto the said Orlander Hancock his heirs and assigns all the estate right, title interest, use, trust, possession property claim and demand whatsoever legal or equitable of her the said Jane Gamble, of in to and out of all and every or any part of all that part of a tract or parcel of land situate near Magotty lying and being in Anne Arundel County containing one hundred and ninty eight acres and five eighths of an acre of land more or less, and one acre comprehending a wood Landing, is being all the real estate land and premises of which William Linsted the first husband of the said Jane Gamble died seized, Together with all and singular the buildings, improvements and appurtenances whatsoever to the said land belonging or in anywise appertaining thereto. To

here and to hold the said land and premises, so as aforesaid described and every part and parcel thereof unto him the said Orlando Hancock his heirs and assigns forever, against her the said Jane Gamble, and all persons claiming any right title or interest in and to the said land and premises by from or under her, she the said Jane Gamble shall and will hereafter warrant and by these presents defend.

In witness whereof the said Jane Gamble hath hereunto subscribed her name and affixed her seal on the day and year first herein before written.

Signed, Sealed and delivered
in the presence of
Dennis S. Sweany.
John. B. M. Letourneau.

Jane Gamble (Seal)

Received on the day of the date of the foregoing Indenture from Orlando Hancock party of the Second part therein one dollar lawful money the consideration therein mentioned to be paid by him to me.

Witness
Dennis S. Sweany.
John. B. M. Letourneau.

Jane Gamble

State of Maryland Baltimore City, Sct:

Be it remembered and it is hereby certified that on the seventh day of March in the year of our Lord One thousand eight hundred and forty eight, before the subscriber two of the Justices of the peace of the State of Maryland in and for the City of Baltimore aforesaid personally appears Jane Gamble who is known to us to be the person named as and possessing to be party granted to the foregoing Indenture or Instrument of writing and acknowledges the said Indenture or Instrument of writing to be her act and deed.

Taken and certified on the day and year aforesaid.

Dennis S. Sweany

John B. M. Letourneau.

State of Maryland,
Baltimore County, Sct.

I hereby Certify, That Dennis S. Sweany and John B. M. Letterman Esquires before whom the annexed acknowledgements was made and who have thereto subscribed their names and were at the time of so doing two Justices of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn.

Seal

In testimony whereof, I hereto set my hand and affix the seal of Baltimore County Court, this 7th day of March 1848

A. W. Bradford. Clk Balto Coty Court.

Received March 28th 1848 of the grantee to the within deed the sum of one dollar for Stamp duty chargeable with same.

Joseph H. Nicholson Clk.

Received to be recorded the 28th day of 1848, recorded same day, recorded in Liber I. H. N. No 3 folio 306 &c One of the Land Record Books of Anne Arundel County Court. And Examined by.

Jos H. Nicholson. Clk.

Exhibit B No 2 filed with Commission

This Indenture made this Twenty Seventh day of December in the year of our Lord eighteen hundred and fifty between George B. Thompson and Mary Jane Thompson his wife of the City of Baltimore in the State of Maryland of the one part and Orlando Hancock of Anne Arundel County and State aforesaid of the other part; Whereas Jane Gamble of the City of Baltimore, Mother to the said Mary Jane Thompson, in behalf of herself and her two children, of whom the said Mary Jane Thompson is one, on the second day of March eighteen hundred and forty eight did offer at public sale, all the real estate of which William Lenzted, the first husband of the said Jane Gamble and father of the said Mary Jane Thompson, late of Anne Arundel County deceased, died seized, is being part of a tract or parcel of land lying in said County called "Proctors Park" containing one hundred and ninety eight acres and five eights of

an acre of land more or less and one acre comprehending a landing, And Whereas the said Orlando Hancock became the purchaser of the said land he being the highest bidder at the sum of One thousand and thirty seven dollars and twenty five cents, And Whereas the terms of sale required one fifth part of the purchase money to be paid on the day of sale to defray the expenses of such sale, and to pay the said Jane Gamble her proportion of the said purchase money which she is entitled to receive in lieu of her dower in the said land and premises and the residue of the purchase money in equal installments with interest from the day of sale and payable on the days that the two children respectively arrive at lawful age, to be secured by a note for each installment to the said children respectively. And Whereas the said Orlando Hancock did comply with the terms of sale by paying one fifth of the purchase money down being the sum of two hundred and seven dollars and forty five cents, and passed and delivered his promissory note for the sum of four hundred and fourteen dollars and ninety cents with interest, bearing date the second day of March eighteen hundred and forty eight, to each of said children - (the said Mary Jane Thompson being one) with security and payable as they respectively arrive at lawful age. And Whereas the note for the sum of four hundred and fourteen dollars and ninety cents, with legal interest, Given to the said Mary Jane Thompson is now due and she having arrived at lawful age; Now this Indenture witnesseth that the said George R. Thompson and Mary Jane Thompson his wife for and in consideration of the above recited premises and also of the sum of four hundred and Eighty Three Dollars, and Thirty five cents being the amount of principle and interest of the note due Mary Jane Thompson as aforesaid, lawful money to them in hand paid by the said Orlando Hancock at and before the sealing and delivery of these presents the receipt whereof they the said George R. Thompson and Mary Jane his wife do hereby acknowledge and themselves therewith to be fully satisfied with contented

and paid, hath given, granted, bargained, sold, released, aliened enfeoffed, conveyed, transferred and confirmed and by these presents do grant, give, bargain, sell, release, alien, enfeoff, transfer, convey and confirm unto the said Orlando Hancock his heirs and assigns all the estate right, title, interest use, trust, possession, property claim and demand whatsoever, legal or equitably of them the said George R. Thompson and Mary Jane Thompson his wife of, into, and out of all and every or any part of all that part of a tract or parcel of land called "Proctors Park" or by whatsoever name or names the same may be called, situated near Magotty River lying and being in Anne Arundel County, containing one hundred and ninety eight acres and five eighths of an acre of land more or less. And one acre comprising a wood landing it being all the real estate land and premises of which William Linsted, the first husband of the said Jane Gamble and father of the said Mary Jane Thompson, died seized: Together with all and singular the buildings, improvements and appurtenances Whatsoever to the said land belonging or in any wise appertaining thereto; To have and to hold the said land and premises so as aforesaid described and every part and parcel thereof unto him the said Orlando Hancock his heirs and assigns forever, against them the said George R. Thompson and Mary Jane Thompson his wife and all persons, claiming any right, title or interest in and to the said land and premises by, from, or under them they the said George R. Thompson and Mary Jane Thompson his wife, shall and will hereafter warrant and by these presents defend. In witness whereof we the said George R. Thompson and Mary Jane Thompson have hereunto subscribed our names and affixed our seals and the day and year first herein before written.

Signed Sealed and delivered
in presence of

Peregrine Gorsuch
Frederick L. Grammer.

George R. Thompson. (Seal)

Mary Jane Thompson. (Seal)

Received on the day of the date of the foregoing Indenture from Orlando Hancock party of the

Second part thereto the sum of four hundred and Eighty Three Dollars, and Thirty five cents lawful money the consideration therein mentioned to be paid by him to us.

Witness

Peregrine Gorsuch — George R. Thompson.

F. L. Grammer — Mary Jane Thompson.

State of Maryland, Baltimore City: to wit;

Be it remembered and it is hereby certified that on this Twenty Seventh day of December eighteen hundred and fifty before the Subscribers two of the Justices of the peace of the State of Maryland in and for the City of Baltimore aforesaid personally appear George R. Thompson and Mary Jane Thompson his wife they being proven to us to be the persons named as and purporting to be party grantors to the foregoing Indenture or instrument of writing and acknowledge the same to be their Act and deed. And the said Mary Jane Thompson being by us privately examined apart from and out of the hearing of her husband: whether she doth make her acknowledgement of the same willingly and freely, and without being induced thereto, by fear or threats of, or ill usage by her husband, or fear of his displeasure acknowledges that she doth make her acknowledgement of the same willingly and freely, and without being induced thereto by fear or threats of, or ill usage by her husband or fear of his displeasure.

Taken and Certified the day and year above written.

Peregrine Gorsuch.
F. L. Grammer.

State of Maryland,
Baltimore County, Set.

I hereby Certify, that Peregrine Gorsuch and Frederick L. Grammer Esquires before whom the annexed acknowledgements were made and who have thereto subscribed their names were at the time of so doing two Justices of the peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn.

(Seal)

In testimony whereof, I hereto set my hand and affix the seal of Baltimore County Court, this 27th day of December A.D. 1850

A. W. Bradford Clk Balto City Ct.

Anne Arundel County, to wit:

I hereby certify that the grantee this day paid one dollar being the duty chargeable by Law on this Instrument of writing the receipt whereof is hereon endorsed agreeably to the acts of assembly passed at December Session 1846 chapter 61. Given under my hand this 14 day of January 1851.

Jos H. Nicholson, clk.

Received to be recorded 14th day of January 1861, and same day, recorded in Liber J. H. No. 5 folio 371 &c. one of the Land Record Books of Anne Arundel County, and examined by

Jos H. Nicholson, clk.

Exhibit B No 3 Filed with Commission.

This Indenture made this Twenty Eight day of October in the year of our Lord eighteen hundred and forty Eight between Richard Shaddins Walsh and Ann Eliza Walsh his wife of the City of Baltimore in the State of Maryland of the one part and Orlando Hancock of Anne Arundel County and State aforesaid of the other part. Whereas Jane Gamble of the City of Baltimore, (mother to the said Ann Eliza Walsh) in behalf of herself and her two children, of whom the said Ann Eliza Walsh is one, on the second day of March eighteen hundred and forty eight did offer at public sale, all the real Estate of which William Linsted, the first husband of the said Jane Gamble and father of the said Ann Eliza Walsh, late of Anne Arundel County deceased, died seized, it being part of a tract or parcel of land lying in said County called "Poverty Park" containing One hundred and ninety eight acres and five eights of an acre more or less and one acre comprehending a landing. And Whereas the said Orlando

Hancock became the purchaser of the said land he being the highest bidder at the sum of One thousand thirty seven dollars and twenty five cents, And whereas the terms of sale required one fifth part of the purchase money to be paid on the day of sale to defray the expenses of such sale, and to pay the said Jane Gamble her proportion of the said purchase money which she is entitled to receive in lieu of dower in the said land and premises, and the residue of the purchase money in equal installments with interest from the day of sale and payable on the days that the two children respectively arrive at lawful age, to be secured by a note for each installment to the said children respectively. And whereas the said Orlando Hancock did comply with the terms of sale by paying one fifth of the purchase money down, being the sum of two hundred and seven dollars and forty five cents, and passed and delivered his promissary note for the sum of four hundred and fourteen dollars and ninety cents with interest bearing date the second day of March eighteen hundred and forty eight, to each of said children — the said Ann Eliza Walsh being one, with security and payable as they respectively arrive at lawful age. And whereas the note for the sum of four hundred and fourteen dollars and ninety cents, with legal interest, given to said Ann Eliza Walsh is now due and she having arrived at lawful age: Now this Indenture Witnesseth that the said Richard Thaddeus Walsh and his wife Ann Eliza Walsh for and in consideration of the above recited premises and also of the sum of four hundred and thirty dollars and forty five cents, being the amount of principal and interest of the note due Ann Eliza Walsh as aforesaid, lawful money to them in hand paid by the said Orlando Hancock at and before the sealing and delivery of these presents, the receipt whereof they the said Richard Thaddeus Walsh and Ann Eliza his wife do hereby acknowledge and themselves therewith to be fully satisfied contented and paid, hath given, granted, bargained, sold, released, aliened, enfeoffed, conveyed, transferred and confirmed, and by these presents do give, grant, bargain, sell, release, alien, enfeoff, transfer, convey, and confirm unto the said Orlando Hancock his heirs and assigns all the estate right, title, interest, use, trust, possession, property claim, and demand whatsoever legal or equitable of them the said Richard Thaddeus Walsh and Ann Eliza Walsh his

wife, of, in, to and out of all and every or any part of all that part of a tract or parcel of land called "Proctors Park" or by whatsoever name or names the same may be called, situate near Magothy River lying and being in Anne Arundel County containing one hundred and ninety eight acres and five eighths of an acre of land more or less and one acre comprehending a wood landing is being all the real estate land and premises of which William Linton the first husband of the said Jane Gamble and father of the said Ann Eliza Walsh, died seized: Together with all and singular the buildings, improvements and appurtenances whatsoever to the said land belonging or in any wise appertaining thereto. To have and to hold the said land and premises so as aforesaid described and every part and parcel thereof unto him the said Orlando Hancock his heirs and assigns forever, against them the said Richard Shaddins Walsh and Ann Eliza Walsh his wife, and all persons claiming any right, title or interest in and to the said land and premises by from or under them, they the said Richard Shaddins Walsh and Ann Eliza Walsh his wife, shall and will hereafter warrant and by these presents defend.

In witness whereof we the said Richard Shaddins Walsh and Ann Eliza Walsh have hereunto subscribed our names and affixed our seals on the day and year first herein before written.

Signed, Sealed and delivered
in presence of

Rob Aitken
John Donaldson

R. S. Walsh (Seal)
Ann Eliza Walsh (Seal)

Received on the day of the date of the foregoing Indenture from Orlando Hancock party of the second part thereto the sum of four hundred and thirty dollars and forty five cents lawful money the consideration therein mentioned to be paid by him to us.

Witness

Rob Aitken
John Donaldson

R. S. Walsh.
Ann Eliza Walsh.

State of Maryland, Baltimore City. Set.

Be it remembered and it is hereby certified that on

this Twenty Eight day of October eighteen hundred and forty eight, before the Subscribers two of the Justices of the peace of the State of Maryland in and for Baltimore City aforesaid personally appear Richard Shaddins Walsh and Ann Eliza Walsh his wife, they being known to us to be the persons named as and proposing to be party grantor to the foregoing Indenture or instrument of writing, and acknowledge the same to be their act and deed.

And the said Ann Eliza Walsh being by us privately examined apart, from and out of hearing of her husband," whether she doth make her acknowledgement of the same willingly and freely, and without being induced thereto by fear or threats of, or ill usage by her husband, or fear of his displeasure" Acknowledges that she doth make her acknowledgement of the same willingly and freely, and without being induced thereto by fear or threats of, or ill usage by her husband, or fear of his displeasure.

Taken and certified the day and year above written.

Rob. Aitken.
John Donaldson.

State of Maryland,
Baltimore County, Set.

I hereby Certify, that Robert Aitken and John Donaldson Esquires before whom the annexed acknowledgements were made and who have thereto subscribed their names were at the time of so doing two Justices of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn.

Seal

In Testimony whereof, I have hereto set my hand and affixe the seal of Baltimore County Court, this 28th day of October A. D. 1848.

A. W. Bradford
Clk Balto City Ct.

Nov 3. 1848. Received one dollar for Stamp duty on the aforegoing Deed.

Jos. H. Nicholson clk.

Received to be recorded on the 3d day of Nov 1848 & same day recorded in Liber I.H.H. No 3 folios 516, 517, 518, & 519 one of the Land Record Books of Anne Arundel County.

Jos H. Nicholson clk.

Afterwards to wit on the 13 day of June 1859 the Judge passed in said Cause an Interlocutory Decree for partition in the words following to wit.

Elizabeth Hancock and others vs Mary Jane Hancock and others	In the Circuit Court for Anne Arundel County — In Equity April Term, 1859

This Cause standing ready for hearing, and being submitted the proceedings were read and considered. It is thereupon this thirteenth day of June in the year Eighteen hundred and fifty nine, by Nicholas Brewer, Circuit Judge, and by the authority of this Court, adjudged, ordered, and decreed, that there be a partition among the heirs at law of Orlando Hancock deceased of the real estate whereof he died seized, and which real estate consists of the following tracts of land, viz: two tracts of land, one containing one hundred and ninety nine acres and a half, and the other containing thirty five acres and three Eighths, which were conveyed to the said Orlando Hancock by William Thomas, by deed dated the first of September in the year Eighteen hundred and thirty Eight, and recorded in Liber W.S.G. No 23 folio 154 &c, one of the land records of Anne Arundel County; another tract of land called "Proctors Park" containing one hundred and ninety nine acres and five Eighths of land; another tract of land called "Patapsco Plains" containing two hundred and thirty five acres and a half of land; another tract of land called "Widows Security" containing fifty five acres of land.

And to the end that this Court may be enabled to make such partition, it is further adjudged, ordered, and decreed that a commission in the usual form issue to Charles R. Stewart, Dr Samuel L. Lynch, Addison Johnson, Joseph Armiger, and Leonard Foreman, of Anne Arundel County, authorizing them or any four or three of them, to enter upon, walk over, and survey the said real estate, and value the same, subject to all encumbrances if any thereon, and to divide the same into six equal parts, having regard to quantity and quality, if in their opinion the said real estate be susceptible of such division with

advantage to all the parties interested therein; and to allot one of such division to each of the Complainants, Henry J. Hancock, Orlando Hancock, and Ruth E. Welch, wife of Mordecai L. Welch, and also one of such division to each of the defendants Mary Jane Hancock, Laura Hancock and John Randolph Hancock.

And if, in their opinion, the said real estate be not susceptible of such division with advantage to all the parties interested therein; then that they proceed to divide the same into such lesser number of parts as they may deem most to the advantage of all parties interested therein, and ascertain the value of each part thereof, subject to any incumbrance thereon, having regard, as aforesaid, to quantity and quality.

And if, in their opinion, the said real estate will not admit of division, without loss or injury to the parties, then that they make return of their said judgment, and the reasons upon which the same was formed with the real value of said Estate, subject to any incumbrance thereon.

And that the said Commissioners lay off and designate one third part of said real Estate as and for the dower of the complainant Elizabeth Hancock, widow of Orlando Hancock deceased, before they proceed to divide or value the same.

And that the said Commissioners make out, or cause to be made out, a plat and certificate of the said real Estate, and of the division thereof, with the beginning and courses, and an accurate description of the said Estate, and of the Several parts thereof. And to the said commission there shall be annexed the usual oath of office.

Nicholas Bowyer
Circuit Judge.

And on the same day in pursuance of the Decree aforesaid, a Commission was accordingly issued to Charles R. Stuart, Dr Samuel H. Lynch, Addison Johnson, Joseph Armiger, and Leonard Foreman for Partition.

Afterwards to wit on the 11th day of September

1860 The Commissioners Charles W. Stewart, Dr. Samuel D. Lynch, Addison Johnson, Joseph Armiger and Leonard Foreman made Return of said Commission together with a Partition and plat, in the words following to wit.

Maryland Sc. The State of Maryland. To Charles W. Stewart, Dr. Samuel D. Lynch, Addison Johnson, Joseph Armiger, and Leonard Foreman, of Anne Arundel County Greeting

SEAL

Know ye that we have pursuant to an order of the Circuit Court for Anne Arundel County sitting as a court of Equity passed in a Cause therein between Elizabeth Hancock, Henry T. Hancock, Orlando Hancock, Mordecai D. Welch, and Ruth E. Welch his wife Complainants and Mary Jane Hancock, Laura Hancock, and John Randolph Hancock defendants, authorised and empowered you or any four or three of you, to go, to enter upon, walk over, and survey the real Estate, in the proceedings mentioned of which said real Estate Orlando Hancock died seized and possessed, will admit of being divided without loss or injury to all the parties entitled, and to ascertain the value of the said Estate subject to the incumbrance, and if the said Estate can in your opinion and Judgment, or in the opinion and Judgments of any four or three of you, be divided without loss or injury to all the parties entitled, then to divide and make partition of the same fairly and equally in value among all the parties interested having regard to quantity and quality according to the following Proportions, that is to say to allot one of such divisions to each of the Complainants Henry T. Hancock, Orlando Hancock and Ruth E. Welch wife of Mordecai Welch, and also one of such divisions to each of the defendants Mary Jane Hancock, Laura Hancock and John Randolph Hancock, and that you lay off the dower of the Complainant Elizabeth Hancock the widow in the real Estate before you or any four or three of you proceed to divide or value the same as above directed. And if in the opinion of you or any four or three of you the said real Estate be not susceptible of such division with advantage to all the parties interested therein, then you or any four or

three of you shall proceed to divide the same into such lesser number of parts as you or any four or three of you shall deem most to the advantage of all the parties interested therein, and ascertain the value of each part thereof subject to any incumbrances thereon having regard as aforesaid to quantity and quality and if in your opinion and Judgment or in the opinion and Judgments of any four or three of you the said Estate cannot be divided without loss or injury to all the parties entitled, then you or any four or three of you shall make return to the Circuit Court for Anne Arundel County Sitting in Equity of your Judgment and of the reasons upon which the same was found and the real value of the Estate in lawful money subject to the incumbrances if any thereon, and if you or any four or three of you shall determine that the said real Estate can be divided in either of the ways hereinbefore mentioned without loss or injury to all the parties that you make out or caused to be made out a plot of the said real Estate with a Certificate of the beginning and courses and an accurate description thereof and of each part according to the division by you made, and that you call upon the parties to produce all such deeds writings and Muniments relating to the said Estate as may be in their power, and that you examine and take the depositions of Witnesses relating to the matters in question as you may think fit, and when you shall have so done you or any four or three of you who shall act are to Certify and Return unto the Circuit Court for Anne Arundel County Sitting as a Court of Equity without delay your acts and proceedings in the premises together with the plots descriptions and documentary or other evidence, made produced or taken before you by your certificate distinctly and plainly written closed up and under your Several Seals or the seals of such four or three of you as shall act, provided nevertheless that before you or any of you shall act in the premises you or such of you as are to act shall each take the oath hereunto annexed and do give full power and authority to any two or one of you Jointly or Severally to administer such oath on the Holy Evangely. Witness the Honorable Nicholas Brewer Circuit Judge of the County

Court for Anne Arundel County this 13 day of June Anno Domini 1859.

N. H. Green Clk.

Commissioners Oath.—

You shall according to the best of your Skill and Judgment make the partition as directed by the aforegoing Commission, and in all things truly and faithfully Execute the powers given and perform the duties required of you by the said Commission without favor or partiality to or prejudice or ill will against any person whatever interested therein.—

Notice

The undersigned Commissioners appointed by a Commission issued out of the Circuit Court of Anne Arundel County sitting as a Court of Equity on the 13th day of June 1859 to divide the real Estate of the late Orlando Hancock, do hereby give notice to all parties interested, that they will meet upon the premises for the purpose of executing said Commission on the 10th day of August 1859, next at 10 Oclock A.M.

July 8th 1859.

Charles W. Stewart
Saml. D. Lynch
Joseph Ormiger
Addison Johnson
L. W. Foreman.

To the honorable Nicholas Brewer Judge of of the Circuit Court of Anne Arundel County.

In Virtue of the powers vested in us by the annexed Commission, We hereby certify and return that in the first place we met and took the Oath accompanying it, and then before any further proceedings were had, gave thirty days notice as required by law to all the parties interested of the manner of our proceedings in the execution of said Commission, by advertisement (a copy of which is hereto annexed) set up at the Court house door in the City of Annapolis, and at two other public places in the neighborhood of the lands mentioned in said Commission, and that in conformity with said notice we met upon the lands mentioned in said Commission on the tenth day of August One thousand

eight hundred and fifty nine, and proceed to walk over, view and Examine the lands and premises mentioned in said commission and every part and parcel thereof. This being accomplished we then and there took into consideration all the advantages and disadvantages and every circumstance connected therewith, and appertaining to the said lands and premises, and were of opinion and did so adjudge and determine, that after taking out laying off the "Widows Dower" in the said lands and premises, the residue would admit of being divided without loss or injury to any of the parties interested. Thereupon we appointed Charles, H. Stewart, (one of the Commissioners) to survey lay off and divide the said lands and premises, and he proceeded in our presence to survey said lands and lay off the "Widows Dower" and divide the residue, all which in manner and form, by courses and distances, metes and bounds is fully set forth by his plat and certificate hereto annexed, which plat and certificate we request may be taken as a part of this our return of the execution of the said Commission. And we hereby further certify and return that in order to avoid laying off any Lot into two distinct and separate parcels and also to produce equality of partition, we have taxed the Lots which exceed in value the average value of a Lot in favor of and to be paid over to such Lots as do not amount to said average value. And we estimate the actual Value of said lands and premises, subject to the encumbrance of the widows dower, at twelve thousand one hundred and thirty eight dollars ($12138.00 cts). And we do estimate the actual value of the Widows Dower shaded yellow upon the plats in current money at four thousand and forty six dollars ($4046.00 cts) leaving a balance of eight thousand and ninety two dollars ($8092.00 cts) worth of lands and premises according to our estimate to be divided in Six (6) Lots, making the average value of each Lot One thousand three hundred and forty eight dollars sixty six and two third cents, ($1348.66⅔ cts). And we have allotted "Lot Number One" shaded blue upon the plats, and valued in current money at two thousand and thirty eight dollars ($2038.00 cts) and to pay for equality of partition, three hundred and forty eight dollars sixteen and two third cents ($348.16⅔ cts) to "Lot Number Two" and

three hundred and forty one dollars, sixteen and two third cents ($341. 16⅔ cts) to "Lot Number Five" to John Randolph Hancock. "Lot Number Five" shaded drab upon the plats and valued in current money at one thousand dollars and fifty cents ($1000. 50 cts) and to receive for equality of partition three hundred and forty eight dollars, sixteen and two third cents ($348. 16⅔ cts) from "Lot Number One," to Orlando Hancock. "Lot Number Three" shaded green upon the plats and valued in current money at One thousand five hundred and eighty six dollars, and twenty five cents, ($1586. 25 cts) and to pay for equality of partition, sixty seven dollars ($67. 00 cts) to "Lot Number Four" and One hundred and seventy dollars ($170. 58⅓ cts) to "Lot Number Six" to Henry T. Hancock. "Lot Number Four" shaded pink upon the plats and valued in current money at one thousand five hundred and eighty six dollars and twenty five cents ($1586. 25 cts) and to pay for equality of partition, two hundred and thirty seven dollars fifty eight and two third cents ($237. 58⅓ cts) to "Lot Number Six" to Henry T. Hancock the grantee of Ruth E. Welch the wife of Mordecai Welch, as by the annexed deed will fully appear. "Lot Number Five" shaded red upon the plats and valued in current money at nine hundred and forty dollars and fifty cents and to receive for equality of partition, three hundred and forty one dollars sixteen and two third cents ($341. 16⅔ cts) from Lot Number One" and sixty seven dollars ($67. 00 cts) from "Lot Number Three" to Mary Jane Hancock. And "Lot Number Six" shaded brown upon the plats and valued in current money at nine hundred and forty dollars and fifty cents ($940. 50 cts) and to receive for equality of partition one hundred and seventy dollars fifty eight and one third cents ($170. 58⅓ cts) from "Lot Number Three" and two hundred and thirty seven dollars fifty eight and one third cents ($237. 58⅓ cts) from "Lot Number Four" to Laura Hancock. All which is respectfully submitted.

As witness our hands and seals this twenty sixth day of July. One thousand eight hundred and sixty.

Charles W. Stewart. (Seal)

Samuel. D. Lynch (Seal)
Addison. Johnson (Seal)
Joseph Armiger. (Seal)
Leonard W. Foreman. (Seal)

Anne Arundel County S.S.

I hereby certify that I have carefully surveyed laid out and divided (agreeably to the direction of the Commissioners appointed by the Commission hereto annexed to divide the real estate of Orlando Hancock late of Anne Arundel County deceased) all the real estate of which the said Orlando Hancock died seized and possessed, it being composed of a tract or parcel of land called "Patapsco Plains" part of a tract or parcel of land called "The Second Addition to Rattle Snake Neck" a tract or parcel of land called "Jacobs Fortune" part of a tract or parcel of land called "Buckers Park" and part of a tract or parcel of land called "Benjamins Hope" all lying and being in Anne Arundel County in manner and form following. That is to say.

First "Beginning for the First Survey" it being composed of the aforementioned tract or parcel of land called "Patapsco Plains" at the remains of a white Oak tree the original boundary of said land marked upon the plats at the letter **A** and running thence with and bounding on said land South twenty degrees West ten perches, to the head of a cove of "Hawks Creek" originally called "Weldings thence still running with said land and bounding on the tide water of said cove the seventeen following courses and distances to wit. South fifty seven degrees East four perches, South sixteen degrees East eleven perches, South forty six degrees East ten perches, South seventy nine degrees thirty minutes East six perches, North sixty three degrees East six perches, South thirty one degrees East fourteen perches, South twelve degrees East eight perches, South forty eight degrees West five perches, South one degree West five perches, South twenty three degrees East nine perches, South twenty nine degrees fifteen minutes East sixteen perches, South eight degrees East seven perches South fourteen degrees West twelve perches, South twenty

fire degrees forty fire minutes West ten perches, South nineteen degrees thirty minutes West eight perches, South eight degrees thirty minutes East eight perches, South twenty three degrees East six perches to the aforementioned Creek called "Snakes Creek" thence still running with said land and bounding on said Creek the six following courses and distances to wit. South seventy degrees East fourteen perches, South eighty three degrees fifteen minutes East thirty two perches, South forty eight degrees East six perches, South Eighty three degrees East twenty perches, North eighty three degrees East twelve perches, North fifty six degrees fifteen minutes East twelve perches, to Stoney Creek, thence running with and bounding on said Creek and still with said land the sixteen following courses and distances to wit. North twenty four degrees East twenty perches, North, seven degrees thirty minutes West sixteen perches, North sixteen degrees thirty minutes West eighteen perches, North fifty eight degrees fifteen minutes West eleven perches, North sixty three degrees East nine perches, South seventy three degrees East eight perches, South sixty one degrees East ten perches, North seventy eight degrees East nine perches, North twenty nine degrees thirty minutes East sixteen perches, North eighty two degrees East sixteen perches, North sixteen degrees forty fire minutes East twenty perches, North two degrees West eight perches, North twenty two degrees West thirty perches, North nineteen degrees East eleven perches, North fifty six degrees East eight perches, North forty four degrees East twenty and one quarter perches, to a Stone, standing on the Edge of said Creek one of the boundaries of said land, thence still with said land and bounding on said Stoney Creek and "Patapsco River" the thirteen following courses and distances to wit. North sixty three degrees East twenty eight perches, South seventy eight degrees East twenty six perches, North eighty three degrees East thirty six perches, North thirty fire degrees East twenty four perches, North thirty one degrees West thirty eight perches, North eight degrees thirty minutes West forty eight perches, North forty two degrees West nineteen perches, North sixty three degrees West nine perches, South eighty eight degrees West ten perches, South eighty one degrees, fifteen minutes West thirty three perches, North seventy fire degrees West

fourteen perches, South seventy nine degrees West twenty two perches, South thirty seven degrees West four perches, to the end of a point at the mouth of a Creek originally called Willses Creek but now known by the name of Coxes Creek, thence still running with said land and bounding on said Creek the twenty three following courses and distances to wit, South eighty three degrees East twelve perches, North Sixty four degrees East ten perches, South eighty eight degrees East six perches, South thirty seven degrees East five perches, South fifty five degrees West eighteen perches, South one degree East six perches, South twenty degrees East eight perches, South forty nine degrees East nine perches, South one degree West twenty perches, North Sixty nine degrees West nineteen perches, North eighty nine degrees West six perches, North eighty seven degrees fifteen minutes West sixteen perches, South Sixty nine degrees West eight perches, South thirty two degrees West fourteen perches, South fifty two degrees West seven perches, South seventy eight degrees West eleven perches, South thirty seven degrees West eighteen perches, South Sixty four degrees West fourteen perches, South fifty eight degrees West sixteen perches, South thirty seven degrees West four perches, South seventeen degrees thirty minutes East nine perches, South seventy five degrees West twenty one perches, South thirty one degrees thirty minutes West nine and a half perches, to a Stone marked **IA·CM**, a boundary of said land standing at the head of a cove of said Creek in place of the second original boundary of the aforementioned land called "Benjamins Hope" thence reversing and bounding on said land South Sixty seven degrees West fifty nine perches to the place of beginning; containing two hundred and four acres of land, more or less.

Second "Beginning for the second Survey it being composed of the land called "Jacobs Fortune" and part of the land called "The Second Addition to Rattlesnake Neck" at a stone heretofore planted at the end of the twelfth course of the aforementioned land called "Jacobs Fortune" marked upon the plats at the letter **B** and running thence with and bounding on the thirteenth course of said land South nineteen degrees thirty minutes West one hundred and Sixty six perches, to a stone heretofore planted thence South forty six degrees forty five minutes East thirty

perches to a stone, thence South forty six degrees thirty minutes East one hundred and fifty one and a half perches to a stone standing on the West side of a Creek of Patapsco River called Rock Creek, one of the boundaries of the aforementioned land called "The Second Addition to "Rattlesnake Neck" thence running down with and bounding on said Creek the twenty nine following courses and distances To wit. North seventy eight degrees East two and a quater perches, North fourteen degrees East four perches, North seven degrees East seven perches, North thirty seven degrees East ten perches, North ten degrees West fifteen perches, North eighty degrees East six perches, North forty eight degrees East nine perches, North thirty eight degrees East twenty two perches, North fifty four degrees East four perches, North eleven degrees East ten perches, North twenty five degrees East eight perches, North six degrees East eleven perches, North thirty one degrees West four perches, North sixty one degrees West eight perches, North seven degrees East two perches, South eighty six degrees East twelve perches, North sixty four degrees East four perches, North four degrees East fourteen perches, North sixty five degrees East thirteen perches, North seven degrees West fourteen and a half perches, North fifty one degrees West nine perches, North thirty two degrees East twenty four perches, North eighty seven degrees East fourteen perches, North fifty six degrees East eight perches, North seventy eight degrees East nine and a half perches, North twelve degrees East nine perches, North seventy degrees East eighteen perches, North twenty five degrees East twenty perches, North thirty degrees West twenty perches to the end of the fourth course of the second piece or parcel of land which was originally described and conveyed by William Thomas to the aforementioned Orlando Hancock by deed bearing date the first day of September One thousand eight hundred and thirty eight, thence running with and bounding on said piece or parcel of land the two following courses and distances To wit. North forty nine degrees West ninety six perches to Mrs Grays Gate as expressed in said deed, South three degrees West fifty perches, to a stone the beginning of said piece or parcel of land, standing in the home line of the first piece or parcel of land described in and conveyed

by the aforementioned deed, thence running with and bounding on said home line South forty nine degrees West one hundred and twenty one and a half perches to the place of beginning, containing Two hundred and thirty five acres of land, more or less.

Third "Beginning for the Third Survey" it being composed of part of the aforementioned land called "Procters Park" at a stone heretofore planted in place of the fourth original boundary of said land it being also the beginning boundary of the part of said land originally conveyed, by deed bearing date the twenty sixth day of January One thousand eight hundred and four from Dennis Robinson and Leonard Foreman to John Leristed marked upon the plat at the letter **C** and running thence with and bounding on said deed the five following courses and distances To wit. South thirteen degrees forty five minutes East eight and three quarter perches, South fifty three degrees forty five minutes East one hundred and forty one perches to a stone heretofore planted, South sixty degrees East one hundred and sixty five perches, to a stone heretofore planted in the sixth course of the aforementioned land called "Procters Park", thence reversing said course as heretofore established North two degrees ten minutes West two hundred and thirty one perches to a stone standing on the North side of the mountain road in place of the fifth original boundary of said land, thence reversing and bounding of the said fifth course of said land South seventy seven degrees West two hundred and fifty six perches to the place of beginning; containing One hundred and ninety eight acres of land, more or less.

Fourth "Beginning for the Fourth and last Survey" shaded drab upon the plats, it being "Lot Number Two" and composed of part of the aforementioned land called "Benjamins Hope", at a stone heretofore planted at the end of one hundred and fifty perches on and in the W by S. three hundred and twenty perches course of said land as the beginning of that part of said land resurveyed and called "The Widows Security" marked upon the plats at the letter **D** and running thence with and bounding on the land called "Marsh's Seat" South four degrees East one hundred and twenty

eight perches to the tide water of a Creek called "Knabbs Creek" thence running with and bounding on the tide water of said Creek, the four following courses and distances to wit. North eighty two degrees East eighteen perches, South fifty six degrees East thirty two perches, South forty degrees East fourteen perches, South fifty four degrees East eight perches to a point at the mouth of a cove, thence running with and bounding on the tide water of said cove the seven following courses and distances to wit. North eighteen degrees East six perches, North Sixty five degrees East sixteen perches, North thirty one degrees East seventeen perches, North twenty six degrees West fourteen perches, North six degrees West four perches, North forty four degrees West four perches, North twenty three degrees East eight perches to a stone planted at the edge of the tide water of said cove, thence North forty degrees fifteen minutes West one hundred and thirty six perches to the place of beginning; containing forty three and a half acres of land; more or less.

Fifth "Beginning for the "Widows Lower" shaded yellow upon the plats at a stone now planted at the end of two and a half perches on and in the twenty ninth course of the aforementioned land called "Patapsco Plains" it being also the same point on the twenty ninth course, of the First Survey, standing at the edge of the tide water of a Creek called Stoney Creek marked upon the plat at the letter **E** and running thence with and bounding on said land and said "First Survey" (of which the said "Widows Lower" is composed) and the tide water of Stoney Creek, Patapsco River, Wilkes or Coxes Creek the forty six following courses and distances to wit. North Sixty three degrees East six and a half perches, South Seventy three degrees East eight perches, South Sixty one degrees East ten perches, North seventy eight degrees East nine perches, North twenty nine degrees thirty minutes East sixteen perches, North eighty two degrees East Sixteen perches, North sixteen degrees forty five minutes East twenty perches, North two degrees West eight perches, North twenty two degrees West thirty perches, North nineteen degrees East eleven perches, North fifty six degrees East eight perches, North forty four degrees East twenty and a quarter perches, North sixty three degrees East twenty eight perches, South seventy eight degrees East

twenty six perches, North eighty three degrees East thirty six perches, North thirty six degrees East twenty four perches, North thirty one degrees West thirty eight perches, North eight degrees thirty minutes West forty eight perches, North forty two degrees West nineteen perches, North sixty three degrees West nine perches, South eighty eight degrees West ten perches, South eighty one degrees fifteen minutes West thirty three perches, North seventy five degrees West fourteen perches, South seventy nine degrees West twenty two perches, South thirty seven degrees West four perches, South eighty three degrees East twelve perches, North sixty four degrees East ten perches, South eighty eight degrees East six perches, South thirty seven degrees East five perches, South fifty five degrees West eighteen perches, South one degree East six perches, South twenty degrees East eight perches, South forty nine degrees East nine perches, South one degree West twenty perches, North sixty nine degrees West nineteen perches, North eighty nine degrees West six perches, North eighty seven degrees fifteen minutes West sixteen perches, South sixty nine degrees West eight perches, South thirty two degrees West fourteen perches, South fifty two degrees West seven perches, South seventy eight degrees West eleven perches, South thirty seven degrees West eighteen perches, South sixty four degrees West fourteen perches, South fifty eight degrees West sixteen perches, South thirty seven degrees West four perches, South seventeen degrees thirty minutes East nine perches, to a stone now planted at the end of the seventy fourth course of the aforementioned land called "Patapsco Plains" it being at the same point on the aforesaid "First Survey" thence running across said land and said "Survey" South eighteen degrees thirty minutes East one hundred and eighteen and a half perches, to the place of beginning containing One hundred and fifty acres of land, more or less.

Sixth Beginning for "Lot Number One" shaded blue upon the plats, and composed of part of the aforementioned land called "Patapsco Plains", it being also a part of the "First Survey" at the remains of a White Oak tree the Original boundary of said land called "Patapsco Plains", and also the beginning of said "First Survey", marked upon the plats at the letter **A** and running thence with and bounding on said land and said Survey and

the tide water of Weldings Cove, Knabs Creek, and Stoney Creek the twenty nine following courses and distances, Viz. South twenty degrees West ten perches, South fifty seven degrees East four perches, South sixteen degrees East eleven perches, South forty six degrees East ten perches, South seventy nine degrees thirty minutes East six perches, North sixty three degrees East six perches, South thirty one degrees East fourteen perches, South twelve degrees East eight perches, South forty eight degrees West five perches, South one degree West five perches, South twenty three degrees East nine perches, South twenty nine degrees fifteen minutes East sixteen perches, South eight degrees East seven perches, South fourteen degrees West twelve perches, South twenty five degrees forty five minutes West ten perches, South nineteen degrees thirty minutes West eight perches, South eight degrees thirty minutes East eight perches, South twenty three degrees East six perches, South seventy degrees East fourteen perches, South eighty three degrees fifteen minutes East thirty two perches, South forty eight degrees East six perches, South eighty three degrees East twenty perches, North eighty three degrees East twelve perches, North fifty six degrees fifteen minutes East twelve perches, North twenty four degrees East twenty perches, North seven degrees thirty minutes West sixteen perches, North sixteen degrees thirty minutes West eighteen perches, North fifty eight degrees fifteen minutes West eleven perches, North sixty three degrees East two and a half perches, to a stone at the beginning of the "Widows Dower" standing on the North side of "Stoney Creek" thence reversing and bounding on the bound line of said Dower North eighteen degrees thirty minutes West one hundred and eighteen and a half perches to a stone standing on South side of the aforementioned Weldes or Coves Creek at the end of the last course of said Dower and at the end of the seventy fourth course of the aforementioned land called "Patapsco Plains" and also of the aforesaid "First Survey" and running thence with and bounding on said land and said survey and the tide water of said Creek the two following courses and distances To wit. South seventy five degrees West twenty one perches, South thirty one degrees thirty minutes West nine and a half perches, to a stone standing at the head of a Cove

of said Creek marked **I.A.C.M.** a boundary of said land and Survey, and also in place of the second original boundary of the aforementioned land called "Benjamins Hope", thence reversing and bounding on said land, South sixty seven degrees West fifty nine perches to the place of beginning; containing eighty four acres of land, more or lys.

Seventh. Beginning for "Lot Number Three" shaded green upon the plats ("Lot Number Two" being composed of the "Fourth Survey" as aforementioned) comprehending part of the aforementioned land called "Jacobs Fortune" and part of the aforesaid land called the "Second Addition to Rattlesnake Neck", and being composed of part of the "Second Survey" at a stone the beginning of said "Second Survey" heretofore planted at the end of the twelfth course of the aforementioned land called "Jacobs Fortune" marked upon the plats at the letter **B** and running with and bounding on the thirteenth course of said land and the first course of said Survey South nineteen degrees thirty minutes West sixty nine perches; thence running acrofs said "Second Survey" South forty nine degrees East one hundred and eighty nine and a half perches to the end of the twenty second course of the aforementioned "Second Survey", thence running with and bounding on the said Survey and the tide water of the aforementioned Rock Creek as follows. To wit. North seven degrees West fourteen and a half perches, North fifty one degrees West nine perches, North thirty two degrees East twenty four perches, North eighty seven degrees East fourteen perches, North fifty six degrees East eight perches, North seventy eight degrees East nine perches and a half perch, North twelve degrees East nine perches, North seventy degrees East eighteen perches, North twenty five degrees East twenty perches, North thirty degrees West twenty perches, to the end of the fourth course of the second piece or parcel of land described in, and originally conveyed by deed bearing date the first day of September One thousand eight hundred and thirty eight, from William Thomas to Orlando Hancock, thence running with said deed and still bounding on said Survey, as follows, North forty nine degrees West ninety six perches, to Mrs Grays Gate as expressed in said deed, South three degrees West

fifty perches, to the beginning of said piece or parcel of land, standing in the home line of the first piece or parcel of land described in and conveyed by said deed thence running with and bounding on said home line and still bounding on the home line of the said "Second Survey" North forty nine degrees West one hundred and twenty one and a half perches to the place of beginning, containing One hundred and Seven acres of land, more or less.

Eighth Beginning for "Lot Number Four" comprehending part of "Jacobs Fortune" and part of the aforementioned land called "the Second Addition to Rattlesnake Neck" and composed of part of the "Second Survey" at the end of sixty nine perches on and in the thirteenth course of the aforementioned land called "Jacobs Fortune", it being also at the same point on the first course of said "Second Survey" marked upon the plats at the letter **F** and running thence with and bounding on said land as said Survey as follows to wit. South nineteen degrees thirty minutes West ninety seven perches to a stone heretofore planted, South forty six degrees forty six minutes East thirty perches to a stone heretofore planted, South forty six degrees thirty minutes East one hundred and fifty one and a half perches to a stone standing on the West side of a Creek of "Patapsco River" called "Rock Creek" one of the boundaries of the aforementioned land called the "Second Addition to Rattlesnake Neck", thence still bounding on said Survey, and running down with and bounding on the tide Water of said Creek as follows to wit. North seventy eight degrees East two and a quarter perches, North fourteen degrees East four perches, North seven degrees East seven perches, North thirty seven degrees East ten perches, North ten degrees West fifteen perches, North eighty degrees East six perches, North forty eight degrees East nine perches, North thirty eight degrees East twenty two perches, North fifty four degrees East four perches, North eleven degrees East ten perches, North twenty five degrees East eight perches, North six degrees East eleven perches, North thirty one degrees West four perches, North sixty one degrees West eight perches, North seven degrees East two perches, South eighty six degrees East twelve perches, North Sixty four degrees East four perches,

North four degrees East fourteen perches, North sixty five degrees East thirteen perches to the end of the second course of "Lot Number Three" thence reversing and bounding on said course North forty nine degrees West one hundred and eighty nine and a half perches to the place of beginning containing and laid out for one hundred and twenty eight acres of land more or less.

Ninth Beginning. for "Lot Number Five" shaded Red upon the plats comprehending part of the aforementioned land called "Proctors Park" and also composed of part of the "Third Survey" at a Stone the beginning of said Survey heretofore planted in place of the fourth original boundary of said land, it being also the beginning boundary of that part of said land which was originally by deed bearing date the twenty sixth day of January One thousand eight hundred and four conveyed from Dennis Robinson and Leonard Foreman to John Leisted marked upon the plats at letter C and running thence with and bounding on said deed and said Survey, the four following courses and distances to wit. South thirteen degrees forty five minutes East eight and three quarter perches, South fifty three degrees forty six minutes East one hundred and forty one perches to a stone heretofore planted, South sixty one degrees East one hundred and sixty five perches to a stone heretofore planted in the sixth course of the aforementioned land "Proctors Park" thence reversing said course as heretofore established and still bounding on said Survey North two degrees ten minutes West seventy two perches to a Stone now planted in said course, thence North sixty degrees thirty minutes West two hundred and thirty two perches to a stone now planted at the end of fifty six perches on and in the fifth course of the aforementioned land called "Proctors Park" and also at the end of two hundred perches on and in the fifth and last course of the "Third Survey" thence reversing and bounding on the said fifth course of said land and running with and bounding on said fifth course of said Survey South Seventy seven degrees West fifty six perches to the place of beginning; containing and now laid out for One hundred acres of land more or less.

Tenth and last. "Beginning for Lot Number Five" comprehending part of the aforementioned land called "Procters Park" and being composed of part of the "Third Survey" at a Stone standing on the North side of the Mountain Road, heretofore planted in place of the fifth original boundary of said land being also at the end of the fourth course of said Survey marked upon the plats at the letter **G** and running thence with said Survey, reversely with and bounding on the fifth course of said land, South Seventy seven degrees West two hundred perches, to a Stone now planted at the end of the fifth course of "Lot Number Five" thence reversing and bounding on said course South Sixty degrees thirty minutes East two hundred and thirty two perches to a Stone now planted in the sixth course of the aforementioned land called "Procters Park" at the end of the fourth course of said "Lot Number Five" and standing at the end of seventy two perches on and in the fourth course of said "Third Survey" thence reversing said sixth course of said land and bounding on the fourth course of said "Survey" North two degrees ten minutes West one hundred and fifty nine perches to the place of beginning; containing ninety eight acres of land more or less.

Surveyed November the twenty second One thousand eight hundred and fifty nine.

Charles R. Stewart.

This Deed made this sixteenth day of April in the year One thousand eight hundred and fifty nine by Mordecai S. Welch and Ruth E. Welch his wife:

Witnesseth that in consideration of the sum of One thousand dollars the said Mordecai S. Welch and Ruth E. Welch do grant unto Henry T. Hancock all their undivided right title, and interest of in and to, one sixth part of the real estate of Orlando Hancock late of Anne Arundel County deceased, the father of the said Ruth E. Welch (subject to the encumbrance of the Widows dower) it being composed of the following tracts of, or parts of tracts or parcels of land to wit. "Patapsco Plains" containing two hundred and thirty five and a half acres of land, more or less,

part of "Benjamins Hope" containing fifty acres of land more or less, part of "Rattlesnake Neck" containing two hundred and thirty four acres of land more or less, and part of another tract by whatsoever name or names the same may be called adjoining the lands of James E. Williams and the lands belonging to the heirs of the late Henry C. Lumbar and estimated to contain about two hundred acres more or less, it being the lands which was conveyed to the said Orlando Hancock by the heirs of the late William Leisted, all said tracts or parcels of land are lying and being in Anne Arundel County. In fee simple. and the said Mordecai L. Welch and Ruth E. Welch covenant that they will execute such further assurances as may be requisite. The word "tract" in the sixteenth line on this page being first interlined.

Test — Witness our hands and Seals

Dorsey Jacob.

M. L. Welch (Seal)
Ruth E. Welch (Seal)

State of Maryland Anne Arundel County. To wit. I hereby certify that on this 16th day of April in the year one thousand eight hundred and fifty nine before the subscriber one of the Justices of the peace of the State of Maryland in and for Anne Arundel County aforesaid personally appeared Mordecai L. Welch and Ruth E. Welch his wife and did each acknowledge the aforegoing deed to be their respective Act.

Acknowledged before. Dorsey Jacob.

Received 19 day of April 1859 to be recorded same day recorded in Liber N. H. G. No 8 folio 89 &c one of the Land Record books for Anne Arundel County and Examined by

N. H. Green Clk.

And afterwards to wit on the 14th day of December 1860 the Judge passed in said Cause her final Decree for Partition in the words following to wit.

Elizabeth Hancock, Henry T. Hancock, Orlando Hancock, Mordecai D. Welch and Ruth E. Welch, his wife.
vs
Mary Jane Hancock Laura Hancock and John Randolph Hancock.

In the Circuit Court for Anne Arundel County
In Equity
October Term 1860.

This cause standing ready for hearing, and being submitted, and no exception having been taken to the return of the Commissioners appointed to make partition of the real estate mentioned in the proceedings, as allowed by the rules of this Court, the proceedings were read and considered.

It is thereupon this fourteenth day of December in the year Eighteen hundred and sixty, by Nicholas Brewer, Circuit Judge, and by the authority of this Court, adjudged, ordered and decreed, that the return of the Commissioners appointed to make partition of the real Estate in the proceedings mentioned, and the partition thereof by them made, be and the same are hereby ratified and confirmed.

And it is further adjudged, ordered and decreed that the complainant Elizabeth Hancock shall have and hold in severalty, for and during the term of her natural life, and as for her dower in the real Estate in the proceedings mentioned, all that part of the said real estate which is described in the aforesaid return of the Commissioners, as "Beginning" for the "Widows Dower" shaded yellow upon the plat at a stone now planted at the end of two and a half perches on and in the twenty ninth course of the aforementioned land called "Patapsco Plains" it being also the same point on the twenty ninth course of the first Survey standing at the edge of the tide water of a Creek called "Stoney Creek" marked upon the plat at the letter **E** and running thence with and bounding on said land and said "First Survey" (of which the said "Widows Dower" is composed) and the tide water of "Stoney Creek" Patapsco River, and Well's or Cox's Creek the forty six following courses and distances to wit:

North sixty three degrees East, six and a half perches, South Seventy three degrees East, eight perches, South sixty one degrees East ten perches, North seventy eight degrees East nind perches, North twenty nine degrees thirty minutes East sixteen perches, North eighty two degrees East sixteen perches, North sixteen degrees forty five minutes East twenty perches, North two degrees West eight perches, North twenty two degrees West thirty perches, North nineteen degrees East eleven perches, North fifty six degrees East eight perches, North forty four degrees East twenty and a quater perches, North sixty three degrees East twenty eight perches, South seventy eight degrees East twenty six perches, North eighty three degrees East thirty six perches, North thirty five degrees East twenty four perches, North thirty one degrees West thirty eight perches, North Eight degrees thirty minutes West forty eight perches, North forty two degrees West nineteen perches, North sixty three degrees West nine perches, South eighty eight degrees West ten perches, South eighty one degrees fifteen minutes West thirty three perches, North seventy five degrees West fourteen perches, South seventy nine degrees West twenty two perches, South thirty seven degrees West four perches, South eighty three degrees East twelve perches, North sixty four degrees East ten perches, South eighty eight degrees East six perches, South thirty seven degrees East five perches, South fifty five degrees West eighteen perches, South one degree East six perches, South twenty degrees East eight perches, South forty nine degrees East nine perches, South one degree West twenty perches, North sixty nine degrees West nineteen perches, North eighty nine degrees West six perches, North eighty seven degrees fifteen minutes West sixteen perches, South sixty nine degrees West eight perches South thirty two degrees West fourteen perches, South fifty two degrees West seven perches, South seventy eight degrees West eleven perches, South thirty seven degrees West eighteen perches, South sixty four degrees West fourteen perches, South forty eight degrees West sixteen perches, South thirty seven degrees West four perches, South seventeen degrees thirty minutes East nine perches, to a stone now planted at the end of the seventy fourth course of the aforementioned land called "Patapsco Plains" it being at the same point on the aforesaid "First Survey" thence running

across said land and said "Survey" South eighteen degrees thirty minutes East one hundred and eighteen and a half perches to the place of beginning: containing "One Hundred and fifty acres of land more or less.

And it is further adjudged, ordered and decreed that the defendant John Randolph Hancock shall hold in severally ~~and~~ not jointly or in common with the other parties to this suit, all that part of the land in the proceedings, which is described in the return of the aforesaid commissioners and the Plat accompanying the same, as Lot No 1 and "my Beginning for" Lot Number One" shaded blue upon the plats, and composed of part of the aforementioned land, called "Patapsco Plains" it being also a part of the "First Survey" at the remains of a White Oak tree the original beginning boundary of said land called "Patapsco Plains" and also the beginning of said "First Survey" marked upon the plats at the letter **A** and running thence with, and bounding on said land and said survey and the tide water of Welding's Cove, Knobs Creek, and Honey Creek the twenty nine following courses and distances "to wit". South twenty degrees West ten perches, South fifty seven degrees East four perches, South sixteen degrees East Eleven perches, South forty six degrees East ten perches, South seventy nine degrees thirty minutes East six perches, North sixty three degrees East six perches, South thirty one degrees East fourteen perches, South twelve degrees East eight perches, South forty eight degrees West five perches, South one degree West five perches, South twenty three degrees East nine perches, South twenty nine degrees fifteen minutes East sixteen perches, South eight degrees East seven perches, South fourteen degrees West twelve perches, South twenty five degrees forty five minutes West ten perches, South nineteen degrees thirty minutes West eight perches, South eight degrees thirty minutes East eight perches, South twenty three degrees East six perches, South seventy degrees East fourteen perches, South eighty three degrees fifteen minutes East thirty two perches, South forty eight degrees East six perches, South eighty three degrees East twenty perches, North eighty three degrees East twelve perches, North fifty six degrees fifteen minutes East twelve perches, North

twenty four degrees East twenty perches, North seven degrees thirty minutes West sixteen perches, North sixteen degrees thirty minutes West eighteen perches, North fifty eight degrees fifteen minutes West eleven perches, North sixty three degrees East two and a half perches, to a stone at the beginning of the "Widows Lower" standing on the North side of Stony Creek, thence reversing and bounding on the home line of said Lower North eighteen degrees thirty minutes West one hundred and eighteen and a half perches to a stone standing on South side of the aforementioned Well's or Cose's Creek at the end of the last course of said Lower and at the end of the seventy fourth course of the aforementioned land called "Patapsco Plains" and also of the aforesaid "First Survey" and running thence with and bounding on said land and said Survey and the tide water of said Creek the two following courses and distances "to wit:" South seventy five degrees West twenty one perches, South thirty one degrees thirty minutes West nine and a half perches to a stone standing at the head of a Cove of said Creek marked **IA CM** a boundary of said land and Survey and also in place of the second original boundary of the aforementioned land called "Benjamins Hope" thence reversing and bounding on said land, South sixty seven degrees West fifty nine perches, to the place of beginning containing eighty four acres of land more or less.—

And it is further adjudged, ordered and decreed, that the complainant Orlando Hancock shall hold in severalty, and not jointly or in common with the other parties to this suit, all that part of the land in the proceedings which is described in the return of the aforesaid commissioners and the plat accompanying the same as "Lot No 2" and "Beginning for the fourth and last Survey" shaded drab upon the plats, it being "Lot Number Two" and composed of part of the aforementioned land called "Benjamins Hope" at a stone heretofore planted at the end of one hundred and fifty perches on and in the W by S three hundred and twenty perches course of said land as the beginning of that part of said land resurveyed and called The

"Widows Security" marked upon the plats at the letter **D** and running thence and bounding on the land called Marsh's Seat, South four degrees East one hundred and twenty eight perches to the tide water of a Creek called "Knabbs Creek" thence running with and bounding on the tide water of said Creek the four following courses and distances "To wit" North eighty two degrees East eighteen perches, South fifty five degrees East thirty two perches, South forty degrees East fourteen perches, South fifty four degrees East eight perches, to a point at the mouth of a core, thence running with and bounding on the tide water of said "Core" the seven following courses and distances "To wit" North eighteen degrees East six perches, North sixty five degrees East sixteen perches, North thirty one degrees East seventeen perches, North twenty six degrees West fourteen perches, North six degrees West four perches, North forty four degrees West four perches, North twenty three degrees East eight perches, to a stone planted at the edge of the tide water of said Core, thence North forty ~~eight~~ degrees fifteen minutes West one hundred and thirty six perches, to the place of beginning, containing forty three and a half acres of land more or less.

And it is further adjudged, ordered and decreed that the Complainant Henry T. Hancock shall hold in severalty, and not jointly or in common with the other parties to this suit, all that part of the land in the proceedings which is described in the return of the aforesaid Commissioners and the Plat accompanying the same, as Lot No 3 - and "Beginning for" Lot Number Three" shaded green upon the Plat, Lot Number Two" being composed of the "Fourth Survey" as aforementioned comprehending a part of the aforementioned land called "Jacobs Fortune" and part of the aforesaid land called the "Second Addition to "Rattlesnake's Neck" and being composed of part of the "Second Survey" at a stone the beginning of said "Second Survey" heretofore planted at the end of the twelfth course of the aforementioned land called "Jacobs Fortune" marked upon the plats at the letter **B** and running with and bounding on the thirteenth course of said land and the first course of said survey South nineteen degrees thirty minutes West sixty nine perches thence running across said "Second Survey" South forty nine degrees East one hundred and eighty

nine and a half perches to the end of the twenty second course of the aforementioned "Second Survey" thence running with and bounding on the said Survey and the tide water of the aforementioned Rock Creek as follows "to wit" North seven degrees West fourteen and a half perches, North fifty one degrees West nine perches, North thirty two degrees East twenty four perches, North eighty seven degrees East fourteen perches, North fifty six degrees East eight perches, North seventy eight degrees East nine perches, and a half perch, North twelve degrees East nine perches, North seventy degrees East eighteen perches, North twenty five degrees East twenty perches, North thirty degrees West twenty perches, to the end of the fourth course of the second piece or parcel of land described in, and originally conveyed by deed bearing date the first day of September one thousand eight hundred and thirty eight from William Thomas to Orlando Hancock thence running with said deed and still bounding on said Survey as follows North forty nine degrees West ninety six perches to Mrs Gray's gate as expressed in said deed South three degrees West fifty perches to the beginning of said piece or parcel of land standing in the home line of the first piece or parcel of land described in and conveyed by said deed thence running with and bounding on said home line and still bounding on the home line of the said "Second Survey" North forty nine degrees West one hundred and twenty one and a half perches to the place of begeining containing One hundred and seventy acres of land more or less.

And it is further adjudged, ordered and decreed that the complainant Henry L. Hancock shall hold in severally and not jointly or in common with the other parties to this suit all that part of the land in the proceedings, which is described in the return of the aforesaid commissioner and the Plat accompanying the same "Lot Number Four" comprehending part of "Jacobs Fortune" and part of the aforementioned land called the Second Addition to "Rattle Snake Neck" and composed of part of the "Second Survey" at the end of sixty nine perches on and in the thirteenth course of the aforementioned land called "Jacobs Fortune" it being also at the same point on the first course of

said "Second Survey" marked upon the Plats at the letter F and running thence with and bounding on said land and said Survey as follows To wit." South sixteen degrees thirty minutes West ninety seven perches, to a Stone heretofore planted South forty six degrees forty five minutes East thirty perches, to a stone heretofore planted South forty six degrees thirty minutes East one hundred and fifty one and a half perches, to a stone standing on the West side of a Creek of "Patapsco River" called Rock Creek one of the boundaries of the aforementioned land called the "Second Addition to Rattle Snake Neck" thence still bounding on said Survey and running down with and bounding on the tide water of said Creek as follows To wit" North seventy eight degrees East two and a quarter perches, North fourteen degrees East four perches, North seven degrees East seven perches, North thirty seven degrees East ten perches, North ten degrees West fifteen perches, North eighty degrees East six perches, North forty eight degrees East nine perches, North thirty eight degrees East twenty two perches, North fifty four degrees East four perches, North eleven degrees East ten perches, North twenty five degrees East eight perches, North six degrees East eleven perches, North thirty one degrees West four perches, North sixty one degrees West eight perches, North seven degrees East two perches, South eighty six degrees East twelve perches, North sixty four degrees East four perches, North four degrees East fourteen perches, North sixty five degrees East thirteen perches, to the end of the second course of "Lot Number Three" thence reversing and bounding on said course North forty nine degrees West one hundred and eighty nine and a half perches to the place of beginning containing and laid out for One Hundred and twenty eight acres of land more or less, the same being awarded to said Henry L. Hancock as grantee in a certain deed from Mordecai L. Welch and Ruth E. Welch his wife executed on the 16th day of April Eighteen hundred and fifty nine, and recorded in Liber N. H. G. No 8. folio 89 &c one of the land record books of Anne Arundel County, and which said is annexed to and returned

with said Commission and herewith filed as part thereof.

And it is further adjudged, ordered and decreed that the defendant Mary Jane Hancock shall hold in severalty, and not jointly, or in common with the other parties to this suit, all that part of the land in the proceedings, which is described in the return of the aforesaid Commissioners and the Plat accompanying the same, as Lot No. 5 and "Beginning for" Lot Number Five" shaded red upon the plats comprehending part of the aforementioned land called "Proctors Park" and also composed of part of the "Third Survey" at a stone the beginning of said Survey heretofore planted in place of the fourth original boundary of said land, it being also the beginning boundary of that part of said land which was originally by deed bearing date the twenty sixth day of January one thousand eight hundred and four, conveyed from Dennis Robinson and Leonard Foreman to John Linsted marked upon the plats at letter **C** and running thence with and bounding on said deed, and said Survey, the four following courses and distances "to wit," South thirteen degrees forty five minutes East eight and three quater perches, South fifty three degrees forty five minutes East one hundred and forty one perches, to a stone heretofore planted South sixty one degrees East one hundred and sixty five perches, to a stone heretofore planted in the sixth course of the aforementioned land "Proctors Park" thence reversing said course as heretofore established, and still bounding on said survey North two degrees ten minutes West seventy two perches to a stone now planted in said course thence North sixty degrees thirty minutes West two hundred and thirty two perches to a stone now planted at the end of fifty six perches on and in the fifth course of the aforementioned land called Proctors Park and also at the end of two hundred perches on and in the fifth and last course of the "Third Survey" thence reversing and bounding on the said fifth course of said land and running with and bounding on said fifth course of said Survey South seventy seven

degrees West fifty six perches to the place of beginning: containing and now laid out for One hundred acres of land more or less.

And it is further adjudged, ordered and decreed that the defendant Laura Hancock shall hold in severalty and not jointly or in common with the other parties to this suit all that part of the land in the proceedings, which is described in the return of the commissioners and the Plat accompanying the same, as Lot No. 6 - and "Beginning for" Lot Number Six comprehending part of the aforementioned land called "Porters Park" and being composed of part of the "Third Survey" at a Stone standing on the North side of the Mountain Road heretofore planted in place of the fifth original boundary of said land being also at the end of the fourth course of said Survey marked upon the Plats at the letter **C** and running thence with said Survey reversely with and bounding on the fifth course of said land South seventy seven degrees West two hundred perches, to a Stone now planted at the end of the fifth course of "Lot Number Five" thence reversing and bounding on said course South sixty degrees thirty minutes East two hundred and thirty two perches to a Stone now planted in the sixth course of the aforementioned land called "Porters Park" at the end of the fourth course of said "Lot Number Five" and standing at the end of seventy two perches on and in the fourth course of said "Third Survey" thence reversing said sixth course of said land and bounding on the fourth course of said "Survey" North two degrees ten minutes West one hundred fifty nine perches, to the place of beginning containing ninety eight acres of land more or less.

And it is further adjudged, ordered and decreed that John Randolph Hancock, to whom Lot No. 1 has been allotted by the aforesaid Commissioners in their return and Survey, shall pay to Orlando Hancock, to whom Lot No. 2 has been awarded by said Commissioners, the sum of three hundred and forty eight dollars, and sixteen and two thirds cents ($348.16⅔ cts) for equality of partition and shall also pay to Mary Jane Hancock to whom Lot No. 3 has been awarded by said Commissioners: the sum

of three hundred and forty one dollars, and sixteen and two thirds cents ($341.16⅔ cts) for Equality of partition: That Henry T. Hancock, to whom Lot No 3 has been awarded by said Commissioners: shall pay to Mary Jane Hancock to whom Lot No 5 has been awarded by said Commissioners the sum of sixty seven dollars ($67.00) for equality of partition and shall also pay to Laura Hancock to whom Lot No 6 has been awarded by said Commissioners, the sum of one hundred and seventy dollars, and fifty eight and two thirds cents ($170.58⅔ cts) for equality of partition, That Henry T. Hancock to whom Lot No 4 has been alloted by the aforesaid Commissioners in their return and survey by virtue of his right as grantee by deed from Mordecai D. Welch and Ruth E. his wife, shall pay to Laura Hancock to whom Lot No 6 has ben awarded by said Commissioners, the sum of two hundred and thirty seven dollars, and fifty eight and two thirds cents ($237.58⅔ cts) for equality of partition which said payments for equality of partition are ascertained and directed to be paid by the said Commissioners in their aforesaid return: And it is further adjudged, ordered and decreed that the costs of the aforesaid partition and other costs of this suit be defrayed by the aforesaid parties, in proportion to their respective interests as established by the Interlocutory Decree heretofore passed in this cause.

Nicholas Brewer
Circuit Judge.

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To the Sixth interrogatory, that if a judicious sale could be made, he thinks that it would be to the advantage of the parties that it be sold, and the proceeds invested, If it could be sold for from thirty or twenty five dollars it would be a judicious sale. There being no other witnesses produced and neither party desiring further time for the production of testimony, the undersigned closed the said Commission, and herewith returns the same under his hand and seal on this twenty first day of May Eighteen hundred and fifty six.

W. S. B. Worthington Comr (Seal)

James Turner and wife and others vs Ann Warfield and Laura E. Warfield, John S. Selby	Circuit Court for A. A. County, In Equity. Interrogatories on the part of Complainants.

1st Are you or not acquainted with the parties to this cause? If yea, which of them and how long, have you known them or either of them?

2nd Were you or not acquainted with Philemon Warfield, mentioned in the proceedings in this cause? If yea state if he be alive or dead, and if dead when he died, and state whether he left a widow and child or children, and their names and whether either of said children is under the age of twenty one years and which of them.

3rd Are you acquainted with the real and personal Estate mentioned in the proceedings in this cause, If yea state if you know the names and ages of the negro property, and their condition of health, If you cannot do this specifically then state their general condition of health and usefulness in cultivating the said real Estate profitably.

4th From your knowledge of said land and

the said negro property, do you or not think the said negroes are physically able to work and cultivate said land judiciously?

5th. From your knowledge of the aforesaid real Estate, and the means which the defendant Mrs Ann Warfield possesses of cultivating the same either by said negro property or otherwise, do you or not think she is competent to cultivate the same judiciously.

6th. What is your opinion as to the propriety of selling the aforesaid land? And do you or not think it would be for the interest and advantage of all the parties interested therein and especially for the interest and advantage of the infant defendant, that said land should be sold under the decree of this Court, and the net proceeds of sale invested under the terms of the trust contained in the deed a copy of which is Exhibit A. filed in this cause? And state your reasons for that opinion.

Frank. H. Stockett
for Complainants.

Exhibit A. filed under the Commission.

This Indenture made this twentieth day of March in the year of our Lord one thousand eight hundred and forty three between James H. Watkins and Martha Ann his wife of Anne Arundel County and State of Maryland of the one part and John. S. Selby of the same County and State aforesaid of the other part. Witnesseth that the said James H. Watkins and Martha Ann his wife for and in consideration of the sum of ten dollars current money to them in hand paid by the said John S. Selby at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, have granted bargained and sold aliened enfeoffed released and confirmed and by these presents do grant bargain and sell ~~alien~~ enfeoff release and confirm unto the John. S. Selby his heirs and assigns all those tracts parts of tracts

or parcels of land lying and being in said County which were conveyed by Benjamin S. Pindle Sheriff of said County unto the said James H. Watkins by deed bearing date on the tenth day of March in the year Eighteen hundred and forty three and recorded amongst the land records of said County excepting thereout such part of said land as has been conveyed by the said James H. Watkins and Martha Ann his wife, and Philemon Warfield and Ann his wife to William Sands by deed dated on the day and year last aforesaid and recorded amongst the land records of said County together with all and singular the buildings and improvements thereon erected and made and other the appurtenances thereunto belonging and the reversions remainders rents issues and profits thereof and the right title interest and estate of the said James H. Watkins and Martha Ann his wife both at law and in equity in and to the same and every part and parcel thereof. Also the following negroes slaves for life, that is to say one negro man named Peter dead aged fifty six years, one negro man named Jerry infirm aged forty one years one negro woman named Mana dead aged thirty eight years and her five children named Hester dead, Elizabeth dead, Jane dead, Bill and Sam, and one negro woman named Priss infirm aged twenty three years and her child named Isaac, one negro girl named Eliza aged sixteen years, which said negroes were lately purchased by the said James H. Watkins at Sheriffs sale and are now actually in possession of Philemon Warfield. To have and to Hold the aforesaid Land with the appurtenances unto and to the use of the said John S. Selby his heirs and assigns and to have and to hold the aforesaid negroes with their increase unto and to the use of the said John S. Selby his executors administrators and assigns. In trust nevertheless to and for the sole and separate use of Ann Warfield wife of the said Philemon Warfield during the term of her natural life without impeachment of or from any manner of waste, and so that she may have and enjoy the aforesaid property and receive and take the rents issues and profits thereof in the same manner as if she were a feme sole. notwithstanding

her present or any future coverture and without any liability to or for the debts of her present or any future husband and from and after the determination of said estate to the use of the said John S. Selby his heirs and assigns for and during all the time of the natural life of the said Ann Warfield upon trust only to preserve and support the contingent uses and estates hereinafter limited from being defeated and destroyed, and for that purpose to make entries and bring actions as the case may require, but nevertheless to permit and suffer the said Ann Warfield during the term of the natural life to receive and take the rents issues and profits thereof to her own separate use and benefit and without the control of her present or any future husband and without any liability for his debts and from and after the death of the said Ann Warfield then in trust as to the aforesaid property and the increase of said negroes to and for the use and benefit of the child and children of the said Ann Warfield by her present husband the said Philemon Warfield begotten who shall be living at her death and their heirs and assigns as tenants in common and if any child of the said Ann Warfield so as aforesaid begotten shall die leaving a child or descendants such child or descendant shall stand in the place of the deceased parent and by representation succeed to such part or share of the aforesaid estate as his or her parent deceased would have been entitled to if he or she had survived the said Ann Warfield. And this Indenture is in the further trust that the said John S. Selby his executors and administrators shall have full power and authority with the consent of the said Ann Warfield to sell and dispose of the aforesaid negroes and their increase or any of them and the proceeds of such sale to receive and invest in some productive Security to be held upon the trusts hereinbefore mentioned and provided. And it is hereby further declared and provided that nothing herein shall be construed to render the said John S. Selby his heirs his executors or administrators liable for any beyond the actual receipts the intent of the parties hereto being that

the said Ann Warfield during her natural life shall have the actual possession of the aforesaid property with the privilege of employing and disposing of the same at her own discretion, so far forth as may be consistent with the safety and preservation thereof for the benefit of her children as aforesaid. In witness whereof the said James H. Watkins and Martha Ann his wife have hereunto set their hands and seals the day and year first herein before written.

Signed Sealed and delivered in presence of
Jos Nicholson
Thos. S. Iglehart.

James H. Watkins (Seal)
Martha A. Watkins (Seal)

At the foot of the aforegoing was thus written to wit.

Anne Arundel County to wit, On this 20th day of March in the year of our Lord One thousand eight hundred and forty three before us the subscriber two Justices of the peace in and for said County personally appeared the above named James H. Watkins and acknowledged the foregoing Instrument of writing to be his act and deed. and at the same time also appeared the above named Martha Ann. Watkins wife of the said James H. Watkins and before us and out of the presence and hearing of her aforesaid husband signed and sealed the said Instrument of writing and acknowledged the same to be her act and deed, and being by us then and there privately examined apart from and out of the presence and hearing of her aforesaid husband. the said Martha Ann declared that she executed the aforesaid instrument, and made her acknowledgement thereof willingly and freely and without being induced thereto by fear or threats of ill usage by her husband or fear of his displeasure And we further certify that we know of our knowledge that the said persons so appearing before us are the identical persons named and described as and professing to be parties grantors in the foregoing instrument of writing.

Jos Nicholson. Thos S Iglehart.

Recorded the 21st day of March 1843.

State of Maryland, Anne Arundel County, To wit
I hereby certify that the aforegoing is a true Copy taken from Liber W. S. G No. 26 folios 519. 520 &c one of the Land Record Books of Anne Arundel County

Seal

In testimony whereof I hereunto set my name and affix the seal of the Circuit Court for Anne Arundel County this 28th February 1856

N. H. Green, Clk C. C. for A. A. County
Filed under the Commission. April 20th 1856.

B. J. B. Worthington Commissioner.

Afterwards to wit, on the 15th day of July 1856 the Judge passed in said Cause his Decree in the words following to wit.

James Turner and Mary Ann his wife Lemuel A. Warfield and Camilla Warfield vs Ann Warfield, Laura E. Warfield and John J. Selby.	Circuit Court for Anne Arundel County In Equity April Term 1856.

This case standing ready for hearing and being submitted without argument the Bill, Answers, and all the other Proceedings were by the Court carefully read and considered.

Whereupon it is, on this fifteenth day of July in the year 1856 by Nicholas Brewer Judge and by the authority of this Court, adjudged, ordered and decreed, that the real estate in the proceedings mentioned be sold. That Frank H. Mockett of the City of Annapolis be, and he is hereby appointed trustee to make said sale, and that the course and manner of his proceedings be as follows: He shall first file with the clerk of this court, a bond to the State of Maryland, executed by himself, with a surety or

sureties to be approved agreeably to law in the penalty of fifteen thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or decree in the premises: he shall then proceed to make the said sale, having at first given at least three weeks previous notice inserted in some newspapers or papers printed in the City of Annapolis and such other notice as he may think proper, of the time, place, manner and terms of sale, which terms shall be as follows, one fourth of the purchase money to be paid in cash on the day of sale or the ratification thereof by this Court and the residue in equal instalments in one two, and three years from the day of sale the whole to bear interest from the day of sale and the payment thereof to be secured by the bonds of the purchaser or purchasers with surety to the satisfaction of said trustee.

And as soon as may be convenient after any such sale or sales, the said trustee shall return to this court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by this Court and on the payment of the whole purchase money, (and not before) the said trustee, by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property to him, her or them sold free, clear, and discharged of all claim of the parties to this cause, and of any person or persons claiming by, from or under them, or any of them. And the said Trustee shall bring into this court the money arising on such sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this court, after deducting therefrom the costs of this suit, and such commission to the said trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this

trust.

And it is further adjudged ordered and decreed that for the present, no change shall be made affecting the present condition of the negro property mentioned in the proceedings in this cause, or the trusts upon which the same are held, but that the right of any or all of the parties to this suit is hereby expressly reserved to apply to this Court under these proceedings or such other as they may be advised to adopt, for such disposition of said negroes as may to this Court seem consonant with equity and justice and the respective rights and interests of the aforesaid parties or their representatives in the same. All which rights and interests and any questions in reference to them are hereby reserved.

Nicholas Brewer
Circuit Judge.

It is agreed that this cause shall be submitted to this Court and that the Judge be respectfully requested to sign this decree.

Frank H. Stockett
for complainants.
J. Shaff. Stockett
for John S. Selby defendant
for John S. Selby guardian
ad litem of Laura E.
Warfield

And afterwards to wit on the 25th day of July 1856 the Trustee filed his Bond which being approved in the words following to wit.

Know all men by these presents that we Francis H. Stockett and Richard Sellman and ——— of Anne Arundel County and State of Maryland are held and firmly bound unto the said State of Maryland in the full and just sum of fifteen thousand dollars Current money to be paid to the said State of Maryland or its Certain Attorney: to which payment well and truly to be made and done we

bind ourselves and each of us, our and each of our heirs Executors and administrators jointly and severally firmly by these presents, sealed with our seals and dated this twenty second day of July in the year Eighteen hundred and fifty six.

Whereas by a decree of the Circuit Court for Anne Arundel County in Equity bearing date on the fifteenth day of July Eighteen hundred and fifty six and passed in a Cause in said Court wherein James Turner and others are Complainants and Ann Warfield and others are defendants the above bound Frank H. Stockett was appointed trustee to make sale of certain real Estate in the proceedings in said cause mentioned.

Now the Condition of the within obligation is such that if the within bounden Francis H. Stockett do and shall well and faithfully preform the trust reposed in him by the said decree or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in Law.

Signed Sealed and delivered in presence of Benj Harrison.	Frank H. Stockett (Seal) Richard Sellman (Seal)

I believe the surety in the within bond to be sufficient.

A. B. Hagner

Afterwards to wit on the 24th of June 1857 There was filed in said Cause a Petition to divide the negroes in the words following to wit.

In the matter of the trust Estate of Ann Warfield –	Circuit Court for Anne Arundel County In Equity

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County

19/78

The petition of Ann Warfield, James Turner and Mary Ann his wife of Anne Arundel County, Lemuel A. Warfield of Howard County and Laura E. Warfield of Anne Arundel County an infant under the age of twenty one years by the said Ann Warfield her mother and next friend and E. M. Howell and Camilla Howell his wife of the City of New York and John S. Selby of the City of Baltimore all of whom were original parties to the Bill heretofore filed in this Cause except the said E. M. Howell who has since intermarried with Camilla Warfield, respectfully shows unto your Honor, that by the Bill filed in this cause a division of certain negro property and the sale of the real Estate specified in said Bill was prayed for among the parties therein interested on the terms and conditions therein set forth — to which Bill your petitioner Ann was one of the defendants, and thereto filed her answer of 29 day of March 1856 in which she assented to the sale of the land and the division of the negroes on the terms therein stated.— Your petitioners further state that afterwards the said Ann Warfield desired to make some change in the views and wishes as to the application of the proceeds of sale of land, and the disposition of the negroes as set forth in said answer and she filed her petition and by the consent of the parties and the order of the Court, her supplemental answer on the 8th day of May 1856 — in which she stated that she wished nothing further should be done at that time in regard to the division of the negroes — but that the right should be reserved to the parties to apply under the proceedings in this cause hereafter for a sale or division of the negroes and that the entire proceeds of the sale of the land should be invested for her use during her life. They further state that on the 15th day of July 1856 this Court passed a decree for the sale of the land, and reserving the rights of the parties to apply for further order or decree about the negroes as stated in the last answer of the said Ann Warfield, all of which will more fully appear reference being had to said proceedings now enrolled in this Court. Your petitioners further state that the

trustee named in said decree for the sale of said real Estate has not yet been able to effect a sale of said real Estate at a price equal to its value, and holds the same still unsold, And the said Ann Warfield who is the tenant for life of said negroes now further avers that she is anxious to get rid of all the aforesaid negroes and that the same should by a division under the direction of this Court be delivered over to the other petitioners who would be entitled to the same after her death according to their interests therein, and desires that such partition shall be made at once reserving to herself no right, interest or claim in and to the same, or to the hires or wages thereof, or any of them, and your petitioner John S. Selby as the trustee, and the other petitioners are willing that such partition should be made and the aforesaid negroes delivered respectively to the persons to whom such partition may award the same, And they all aver that the division thereof can fairly and equitably be made and that the same will manifestly be for the interest and advantage of the aforesaid cestue que trusts in remainder. In consideration whereof your petitioners write in the prayer to this Court, That such division may be made, and to effect this object, they pray that your Honor will order and direct that a commission shall issue to such persons, and in such manner as to your Honor may seem best to appraise and divide said negroes equally according to quantity and value between the said Mary Ann Turner - Camilla Howell - Lemuel A. Warfield - and Laura E. Warfield - and report the same to this Court, and if in their judgement the same cannot be fairly and equitably divided between said parties in accordance with their respective rights and interests therein - that they shall also make a report thereof and of their reasons therefor, and that the whole proceedings shall be subject to the future order of this Court.

Ann Warfield

Frank H. Stockett
for petitioner.

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1811

State of Maryland
Anne Arundel County, To wit.—

On this 23rd day of June 1857 before the subscriber one of the Justices of the peace of the State of Maryland in in and for said County personally appears the within named Ann Warfield and makes oath that the matters and things stated in the foregoing petition are true to the best of her knowledge and belief. And also signed her name in my presence to said petition and declared that she gave her full and entire assent to the same.

Dennis Griffith J. P.

Afterwards to wit on the 31 day of July 1857 the Judge passed upon said petition the following order

Circuit Court for Anne Arundel County
In Equity July Term 1857.

On the foregoing petition being submitted it is by the Honorable Nicholas Brewer and by the authority of this Court ordered and adjudged that there be a partition of the negroes mentioned in the proceedings in this Cause amongst the children of Philemon Warfield deceased — so that the aforesaid children shall each of said four children shall have and equal portion of the same in number and in value, dividing the same into four portions or parts, one portion thereof in number and value shall be allotted to the said James Turner and Mary A. his wife in right of said wife, one portion to Lemuel A. Warfield, one other portion to Laura E. Warfield — and the remaining portion to E. M. Howell and Camilla his wife in right of said Camilla.

And to enable this Court to make the said partition, it is further adjudged and ordered that a Commission issue in the usual form to Benjamin E. Gantt, Wm. H. Baldwin, George Miller, Rignal D. Woodward and Edward Hammond of Anne Arundel County, authorizing them or any four or three of them to view and examine said negroes — and make a full and perfect inventory of them, showing their names, ages and value, and taking into consideration their health and condition of said negroes — and make return of their proceedings in this behalf to this Court. And in the

event that said Commissioners or such of them as shall act, after having examined said negroes and made the inventory as aforesaid, should be of opinion that said negroes cannot be equally divided into four portions among said, according to their number and value, that they shall then so return the same with their reasons for such opinion to this Court for its further order - And to said Commission there shall be annexed the usual oath of office.

Nicholas Brewer
Circuit Judge
July 31st 1857.

And on the same day to wit 31st July 1857 a Commission was accordingly issued to Benjamin E. Gantt, Wm H. Baldwin, George Miller, Reynal Woodward, and Edward Hammond to make partition of the negroes in said cause mentioned -

Afterwards to wit on the 22nd September 1857 the Commissioners aforesaid Returned said Commission not executed as directed by the following letter

In the matter of the application for the division of the negroes of the Trust Estate of Philemon Warfield	Circuit Court for A. A. County in Equity - On the petition of Ann Warfield and others -

To B. E. Gantt and others Commissioners -.
Gentlemen -.

In the matter of the Commission issued to you to divide the negroes in this Cause - You will please defer any action for the present - and until further directions - And this will justify you for so returning the Commission -

August 1857

Samuel A. Warfield.
Camilla Howell.
E. M. Howell.
James Turner.
Mary Ann. Turner.

Afterwards to wit on the 7 day of October 1857 the Trustee made his report in the words following to wit.

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James Turner and others
vs
Ann Warfield and others

Circuit Court for Anne Arundel County.
In Equity.

To the Honorable Nicholas Brewer Judge.

The report of Frank. H. Stockett trustee appointed by the decree in this cause to make sale of certain real Estate therein mentioned shows, that after giving bond with security for the faithful discharge of his trust as required by said decree, he proceeded to advertise the aforesaid real Estate for sale on the 15th day of August 1856 at the Court House door in the City of Annapolis, by notices published in the "Baltimore Sun" and the "Maryland Republican", and "Annapolis Gazette" and by hand bills circulated throughout the County, and attended at the time and place of sale, but not receiving an offer which your trustee deemed the fair value of the land, he withdrew it, After this he held it at private sale without receiving any sufficient offer until in July last, on the 3rd day of which month it was again offered at public sale at the Court House Door in the City of Annapolis agreeably to notice specifying the time, place and manner and terms of sale, published in the same papers and by hand bills for more than three successive weeks before the day of sale- And your trustee having attended at the place of sale at the time mentioned and having offered the same he received no bid- and the land was again withdrawn- Since which time your trustee has made efforts to sell said land at private sale unsuccessfully until to day the 6 of October, when he has sold the same to Francis Shekell of Anne Arundel County at the price of thirty six dollars and fifty cents ($36, 50) per acre- the survey to ascertain the number of acres to be made at the expense of the Estate- and the purchase money to be paid as follows the sum of four thousand dollars in cash on or before the ratification of the sale by this Court, and the residue in three equal instalments in one, two and three years from this day to bear interest from this

day, and the payments thereof to be secured by the bonds of the purchaser with surety to the satisfaction of the undersigned.

All of which is respectfully submitted
Frank. H. Stockett
Trustee.

State of Maryland.
Anne Arundel County. To wit.

On this 7th day of October 1857 before the subscriber one of the Justices of the peace of the State of Maryland in and for Anne Arundel County personally appeared the above named Frank. H. Stockett trustee and made oath that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that said sale was fairly made.

Wm Glover.

And on the same day was passed upon said report an order nisi ~~in the~~ words following to wit.

Circuit Court for Anne Arundel County to in Equity.

Ordered this 7th day of October 1857 that the sale made and reported by Frank. H. Stockett trustee for the sale of the trust real estate of Ann Warfield be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of December next provided a copy of this order be inserted in some paper printed at Annapolis once in each of three successive weeks before the 10th day of November next.

The report states the land sold for $36.50 per acre.

N. H. Green clk.

Afterwards to wit on the 18th of November 1857 there was filed in said cause Certificate and plat, in the words following to wit.

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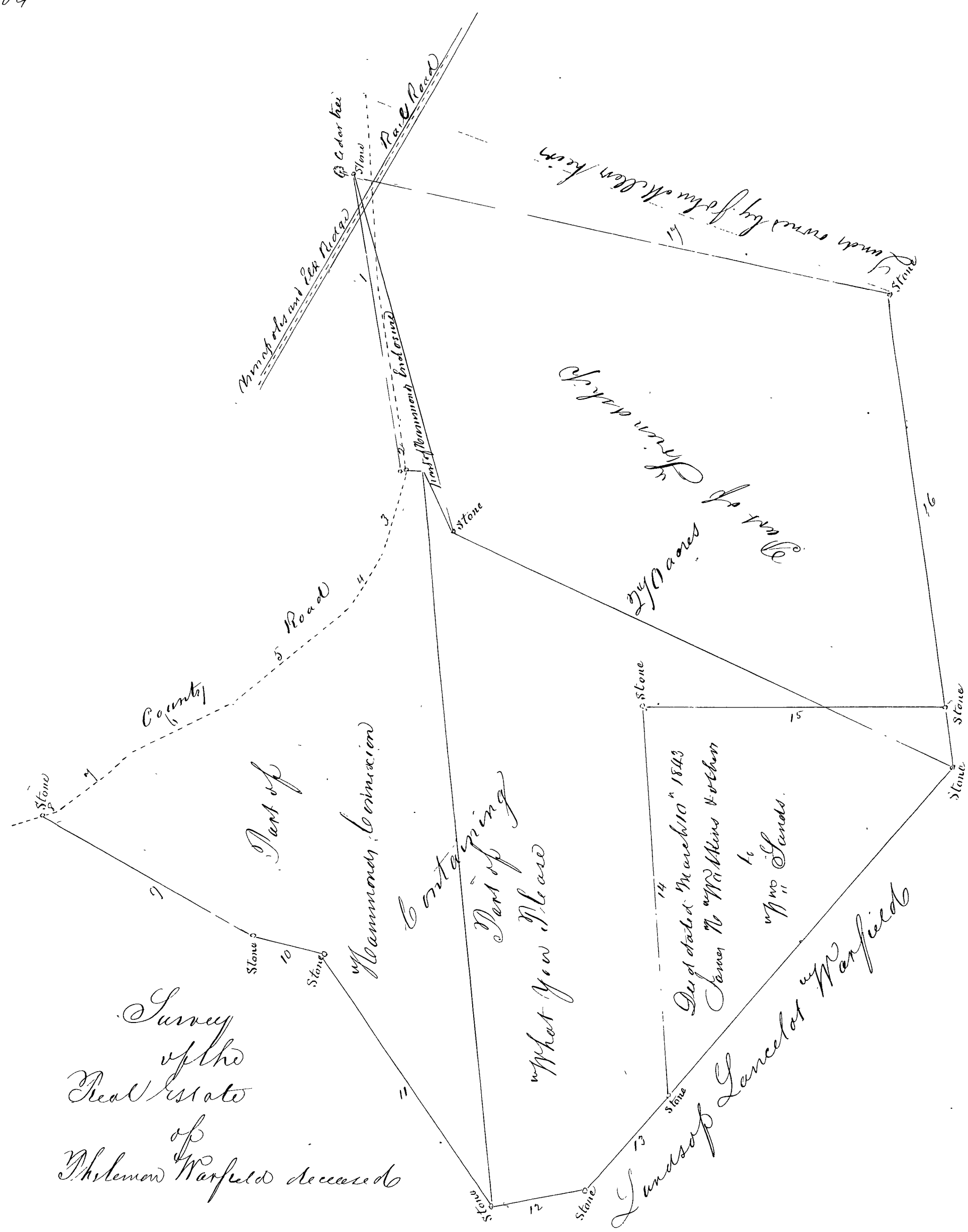

Explanation Beginning for the same at a branded Stone and Cedar tree standing on the North side of the County road leading by Millersville towards Annapolis by Land Stone and Tree being one of the original boundaries of Hammonds Enclosure, and at the end of the second line of the land conveyed by Nathan Warfield (and wife) to Lancelot Warfield by deed

Aug^st 11th 1839, and running from thence and bounding on said Conveyance reversed as follows S 80° 45' W 93¾ pts. thence S 55½° E 1 pt. to the South side of the aforesaid road, and end of the first line of the land conveyed by Charles Hammond to Lancelot Warfield by deed December 28 1831 thence running and bounding on said Conveyance and the aforesaid Security Road as follows N 75¾ W 25 pts. N 58¾ W 20 pts N 39½ W 48 pts. N 25° W 36 pts. N 41¼ W 28 pts. thence N 20¾ W 4¾ pts to a Stone at the West edge of said road thence leaving said road running S 30° W 75¾ pts. to a Stone thence S. 15¼ W 22¼ pts. to a Stone thence S 57° 25' W 94½ pts to a Stone at the end of the first line of land called "What you Please" thence running and bounding on said land reverse as follows S 9° E 30 pts. to a Stone the beginning of said land thence with the given or home line as follows S 48¾ E 39¼ pts. to a Stone the beginning Station of the lands conveyed by James H. Watkins and others to Wm Sands by deed dated March 11th 1843 and running from thence and bounding on said Deed reverse as follows N 86° 50' E 122¼ pts. to a Stone on the edge of the road leading from the Port Bridge on the Patuxent River through the aforesaid lands towards Millersville thence running as follows S ½° W 94¼ pts. to a Stone standing in the 85th line of the aforesaid land called Hammonds Enclosure thence running with and bounding on said land as follows N 82° 35' E 131 pts. to a Stone at the end of said line thence N 12° 55' E 170½ pts. to the beginning containing 270 acres of land more or less.

Surveyed Oct 28th 1857. John Duvall Surveyor

Afterwards to wit on the 12 day of December 1857 the Judge passed his final order of ratification of Sale in the words following to wit

Circuit Court for Anne Arundel County

In Equity

Ordered that the Sale within reported be and the same is hereby ratified and confirmed no cause to the contrary thereof having been shown although notice appears to have been given as directed by the preceding order The Trustee is allowed a Commission according to the rule of this Court, and the sum of $91.80 for his expenses

Nich. Brewer Circuit Judge

Dec. 12th 1857

Afterwards to wit on the 16 day of December 1857 John S Selby by his Solicitor filed in open Court the following Petition

To the Honorable Nicholas Brewer

The Petition of John S Selby respectfully represents that in certain proceedings instituted in this Honorable Court in a Cause wherein James Turner and others were Complainants and Ann Warfield and others were defendants your Petitioner was trustee under a deed of trust of Land

said Ann Warfield and others, was made a party defendant to said proceedings and required to answer the bill of Complaint in said cause filed. That your petitioner was thus compelled to employ a solicitor and he employed F. Shaaff Stockett who acted as such, Your petitioner therefore respectfully asks This honorable Court to allow Mr Stockett such a fee out of the trust fund as would be a fair Compensation for the services rendered. And as in duty &c

F Shaaff Stockett
Solr for petitioner.

And on the same day to wit the 26th December 1857 Ann Warfield, James Turner and wife, Lemuel A. Warfield and E. M. Howell and wife filed in said cause their petition for the appointment of trustee for investment, in the words following to wit.

In the matter of the trust real Estate of Ann Warfield	Circuit Court for Anne Arundel County - In Equity.

To the honorable Nicholas Brewer Judge.

The petition of Ann Warfield, James Turner, and Mary A. his wife Lemuel A. Warfield, and E. M. Howell and Camilla his wife, the said Camilla having intermarried with the said Howell since the decree in this cause, respectfully states, that they are informed and believe that Frank. H. Stockett who was appointed by the decree in this cause to sell said real Estate, has made sale thereof which has been reported to and ratified and confirmed by this Court.

They further state that they are advised the said trustee has received from the purchaser of said land Francis Stockett a considerable payment on account of said purchase, the net amount whereof will be subject to the disposition and order of this Court, so soon as the Auditors shall have stated the accounts and they be ratified.

They further state that the net proceeds of said sale, they are advised will be invested under the direction of this Court by a trustee by the Court to be appointed as fast as the same shall be received by the said Mockett the (trustee for the sale thereof) who will give bond in such sum as your Honor may deem sufficient for the faithful discharge of the duties of said trust- the net yearly interest of which investments they are further advised will be payable to your petitioner Ann Warfield during her life under the provisions of the deed of trust filed in this cause—

In consideration whereof they respectfully suggest that your Honor will appoint James Turner as such trustee, and direct that such money shall be invested in such securities as the Court may adjudge to be the best for the protection of the interests of all the parties, and in such manner that the net interest thereof shall be paid half-yearly by said trustee to the said Ann Warfield, and if the same shall be directed to be invested in mortgages, then that your Honor will direct on what terms the mortgages shall be given, And as in duty &c.

Signed in the presence of Asbury Carter as to Ann Warfield.	Ann Warfield.
Witness as to Mary A. Turner	James Turner.
Wm. H. Baldwin.	Mary Ann Turner.
	Samuel A. Warfield.
	Ellsworth M. Howell.
	Camilla Howell.

And on the same day the Auditor files in said Cause his Report and account, in the words following to wit.

James Turner and wife and others. vs Ann Warfield and others.	Circuit Court for Anne Arundel County. In Equity January 23rd 1858.

The Auditors report to the Hon.

N. Brewer Circuit Judge of said Court that he has examined the proceedings in the above cause and therefrom stated an account between the real-trust estate of Ann Warfield and the Trustee for the sale thereof wherein the proceeds of sale have been applied to the payment to the Trustee of his Comm.s, ten per cent being first deducted and assigned the State, of his expenses and of the Complainants Costs of suit and the net proceeds first to the payment to John Shaaff Stockett Solicitor of John. S. Selby Trustee of said Ann &c, leaving a balance of nine thousand three hundred and fifty seven dollars and thirty eight cents to be invested by direction of the Court for the use of said Ann during her life and after her death to be equally divided amongst her children.

All of which is respectfully submitted.

Nicholas Brewer Jr.
Auditor.

Dr. The Trust Estate of Ann Warfield in acct with Frank N Stockett. Esq.r Trustee — Cr

1857 Oct. 6	By Amount of proceeds of sale of two hundred and seventy acres of land at $36.50 per acre as per Trustees Report and Survey filed			9855	00
				9855	~
1857 Oct 6	To the Trustee for his Comm.s	325	65		
	Less one tenth due the State	32	56	293	09
	To the Trustee for his Expenses			91	80
	To the State for 1/10 of Trustees Comm.s.			32	56
	To the Compts for their costs of suit viz:				
	Clerks fees paid by the Trustee	31.	74.		
	Cost of Guardian's Comm.r due to John Shaaff Stockett..	4.	00		
	Cost of Comm.r for testimony due B. I. B. Worthington dec.d	4.	00		
	Shffs fees due E. W. Duvall	.	76		
	Solicitors fee.	10	00.		

Auditors fee				
To John Shaaff Stockett Esq				
Solicitor of John. S. Selby Trustee &c for his				
fee for filing answer for said Selby				
as per petition & Certificate.			25.	00
To Balance of Amount per contra to				
be invested for the use of Ann				
Warfield for life under the direction				
of this Court as per her supplemental				
and Amended Answer.			9357.	38.
			9855	00

The Judge is respectfully requested to ratify this account.

Frank H. Stockett
for all parties
1 Feb 1858.

Afterwards to wit on the 10th day of February 1858 the Judge passed an order of final ratification of said account.

Circuit Court for Anne Arundel County. In Equity. January Term 1858.

Ordered this 10th day of Feby 1858 that the within report and account of the Auditor be and the same is hereby ratified and confirmed and the trustee is directed to pay the net amt of the sales with interest thereon as he has or shall receive the same to James Turner the trustee appointed by this Court for the investment of the same, the principal thereof to be invested by said Trustee, and the interest now due, or hereafter to become due to be paid to Ann Warfield during her life as directed by the order passed this 10th day of February 1858 upon the petition appointing said James Turner the Trustee,

Nicholas Brewer.
Circuit Judge.

And on the same day the Judge passed upon the Petition for investment an order, in the words following to wit.

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Circuit Court for Anne Arundel County. In Equity
January Term 1858.

Ordered this 10th day of February 1858 on the within petition that James Turner be and he is hereby appointed trustee to make the investment of the fund therein mentioned - that before he receives the said fund, he shall give bond to the State in the sum of twenty thousand dollars with sureties, to be approved by the Court for the faithful performance of the trust invested in him by this Order, or by any future order or decree in the premises.

He shall then proceed to receive and invest the said funds either in mortgage or real Estate or State or United States Stocks or in such other stocks of the City of Baltimore or other good Stock bearing six per cent, first submitting to the Court the Character of the Stock and the land and its title, in which the fund or any part of it is proposed to be invested, for its approval, and making from time to time such report of his proceedings to the Court, as he may think necessary.

Nicholas Brewer
Circuit Judge.

Afterwards to wit on the 13th day of February 1858, The Trustee for investment filed his Bond which being approved, was follows to wit.

Know all men by these presents that we James Turner, R. D. Woodward, and Wm. H. Baldwin of Anne Arundel County are held and personally bound unto the State of Maryland in the full and just sum of twenty thousand dollars to be paid to the said State of Maryland or its certain attorney - to which payment well and truly to be made and done, we bind ourselves and each of us our and each of our heirs executors and administrators jointly and severally firmly by these presents, sealed with our seals and dated this Twelfth day of February eighteen

hundred and fifty eight.

Whereas by an order of the Circuit Court for Anne Arundel County in equity bearing date on the tenth day of February present and passed in a cause in said Court in the matter of the sale of the trust real Estate of Ann Warfield the above bound James Turner was appointed trustee to receive and invest as directed by the terms of said order the net amount of the principal of the proceeds of sale of said real Estate from Frank. H. Stockett the trustee for the sale thereof. And by the order of same date and passed in the Auditors account in said cause the said Turner is directed as to the application of the interest now due or hereafter to become due on said fund.

Now the Condition of the above obligation is such that if the said James Turner do and shall well and faithfully perform the trust reposed in him by the said orders; or that may be reposed in him by any future order or decree in the premises then the above obligation to be void, otherwise to remain in full force or virtue in law.

Signed Sealed and delivered in presence of

Geo Miller
William Jones.
A. Baldwin for Wm. H. Baldwin.

James Turner (Seal)

R. D. Woodward (Seal)

Wm. H. Baldwin. (Seal)

I believe the sureties to the bond to be sufficient
Nicht Brewer Jr Solicitor

Filed 13th February 1858

Approved Feby 13. 1858 Nicht Brewer Circuit Judge

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April Term 1856.

John G. Nicholas
vs
John. B. Wilhelm
Eleanor Wilhelm his wife

Be it remembered that heretofore to wit on the 31st March 1856 Came John G. Nicholas by Cornelius M'Lean Esq. his Solicitor in the Circuit Court for Anne Arundel County, Sitting as a Court of Equity and Exhibited in Said Court here his Bill of Complaint against John B. Wilhelm and Eleanor Wilhelm in the words following to wit.

To the Honorable Nicholas Brewer. Judge of the Circuit Court for Anne Arundel County—

Humbly Complaining show unto your Honor your Orator John G. Nicholas formerly of Said County but now of the City of Washington in the District of Columbia that heretofore to wit on the twenty sixth day of March in the year 1855 a certain John. B. Wilhelm of said county being indebted unto your Orator in the sum of Six hundred dollars current money being the value of purchase money due to your orator on the land hereinafter mentioned, and intending to secure the payment thereof unto your Orator, and interest thereon from said date did by his deed of that date, in which his wife Eleanor Wilhelm united for the purpose of relinquishing her dower therein, convey unto your Orator and his heirs certain real Estate in said County, and particularly described in said deed; to which said deed there is a condition annexed that it be void on payment by the said John. B Wilhelm to your Orator of the aforesaid sum of money with interest thereon from said day twelve months thereafter and for which said amount he had also given to your Orator his single bill dated as aforesaid and payable twelve months after the date thereof as by the said original deed and note herewith filed as a part of this Bill marked Exhibits J. G. N. No. 1 & 2 will

more fully appear.

And your Orator charges that no part of the aforesaid sum of money or the interest thereon has been paid to him although the time specified for the payment thereof has passed and payment has been duly demanded of said Wilhelm but the whole amount thereof remains due and owing to your Orator

To the end therefore that the said John. B. Wilhelm, and Eleanor his wife may answer the premises and that said real Estate, or so much thereof as may be necessary may be sold for payment of your Orators claim with interest as aforesaid, And that your Orator may have such further, or other relief as his case may require.

May it please your Honor to grant unto your Orator the writ of Subpoend against the said John. B. Wilhelm and Eleanor his wife of Anne Arundel County Commanding them to appear in this Court at some day to be therein named to answer the premises and abide by and perform such decree as may be passed therein. And as in duty &c.

Cornelius McLean
Solicitor for Complnt.

Exhibit J. G. N. No. 1.

This Indenture made this twenty Sixth day of March in the year of our Lord one eight hundred and fifty five between John. B. Wilhelm and Eleanor Wilhelm his wife of Anne Arundel County in the State of Maryland of the one part and John G. Nicholas of the County and State aforesaid of the other part. Whereas the said John. B. Wilhelm, by his note of hand, bearing date on the twenty sixth day of March, in the year of our Lord one thousand Eight hundred and fifty five, Stands bound unto the said John G. Nicholas his heirs administrators and assigns in the sum of six hundred dollars Current money, with a condition there under written for the payment of the sum of six hundred dollars Current money with Legal Interest for the same, on or before the twenty sixth day of March

One thousand Eight hundred and fifty six as by the said
of hand will more fully appear. Now This Indenture
Witnesseth that the said John. B. Wilhelm and Eleanor
his wife in Consideration of six hundred dollars owing
to the said John G. Nicholas, as aforesaid, and for the
better securing the payment thereof with interest, to the said
John G. Nicholas his executors administrators or assigns
according to the condition of the said note of hand, and
also in consideration of the further sum of one dollar
Currant money to him the said John B. Wilhelm, by the
said John G. Nicholas in hand paid at and before the
sealing and delivery of these presence the receipt whereof
is hereby acknowledged by the said John. B. Wilhelm
hath granted bargained and sold, released and confirmed
And by these presents doth grant, bargain and sell,
release and confirm unto the said John G. Nicholas
his heirs and assigns all that tract or parcel of land
lying and being in Anne Arundel County, being the
same tract or parcel of land which was conveyed to
John G. Nicholas, by Cornelius McLean trustee in a
cause wherein John G. Nicholas and mary his wife
were Complainants and Andrew J. Hood and others
defendants, bearing date the thirteenth day of August
in the year one thousand Eight hundred and forty
nine and recorded in Liber J. H. H. No 4 folio 282 & 283
one of the land record books of Anne Arundel County which
will more fully appear by reference thereto, together
with all and singular the buildings improvements with the
appurtenances thereto belonging to the said John G. Nicholas
his heirs and assigns forever to his and their own use
and behoof, provided always, and it the true intent
and meaning of these, and the said parties hereunto, that
if said John. B. Wilhelm his heirs executors or administrators,
do and shall well and truly pay or cause to be paid
unto the said John G. Nicholas his executors administrators
or assigns, the said sum of six hundred dollars current
money with legal interest for the same on or before
the twenty sixth day of march Eighteen hundred and
fifty six, without any deduction or abatement
whatsoever, then and from thenceforth these presents

and every matter and thing therein contained shall cease and be utterly null and void any thing therein to the contrary thereof in any wise notwithstanding. In Witness whereof the said John B. Wilhelm and Eleanor his wife hath hereunto set their hands and seals, the day and year first above written.

Signed Sealed and delivered in presence of.
Dennis Griffith

John. B. Wilhelm. (Seal)

Eleanor her × mark Wilhelm (Seal)

State of Maryland Anne Arundel County. &c.

Be it Remembered and it is hereby Certified that on the twenty sixth day of march in the year Eighteen hundred and fifty five, before me the subscriber ~~of~~ of the Justices of the said County personally appeared John. B. Wilhelm and Eleanor his wife, they being known to me to be the persons who are named and described as and ~~pr~~ proving to be the parties to the foregoing deed or Indenture or Instrument, and do severally acknowledge the said indenture to be their respective act and deed, the said Eleanor Wilhelm having sealed said indenture before me out of the presence and hearing of her husband and the said Eleanor being by me examined out of the presence and hearing of her said husband whether she doth execute and acknowledge the same voluntarily and freely and without being induced to do so by fear or threats or by fear of his displeasure declareth and saith she doth. In testimony whereof I hereunto subscribe my name on the day and year aforesaid.

Dennis Griffith

State of Maryland
Anne Arundel County: &c.

On this 5th day of April 1855 before me a Justice of the peace in and for said State and County personally appeared John G. Nicholas and made oath on the Holy Evangely of Almighty God that the

consideration expressed in the foregoing instrument of writing as true and bona fide as therein set forth.

Sworn before
Jno. G. Taylor.

I hereby certify I this day received Fifty cents for Stamp Duty on this Instrument of writing agreeably to the act of assembly of December Session 1846 Ch 61. Given under my hand this 5th day of April 1855.

N. H. Green,
Clk Cir Court for A.A. County

Received the 5th day of April 1855; to be recorded same day, recorded in Liber N.H.G. No 4, folio 384 & end of the Land Record Books of Anne Arundel County, and Examined by

N. H. Green. Clk.

Exhibit J.G.N. No. 2.

$600.00 March 26th 1855.

Twelve months after date I promise to pay or cause to be paid to John G. Nicholas or order Six hundred dollars with interest from date for value received.

Witness.
Dennis Griffith.

John B. Welhelm (Seal)

And thereupon a writ of Subpoena was accordingly issued against the Defendants Returnable to the term to wit April Term 1856.

And the said writ of Subpoena was returned Endorsed to wit.

Summoned E. W. Dorsett. Shff.

Afterwards to wit on the 14th day of April 1856 John B. Welhelm and wife by Dan. M. Thomas their Solicitor filed in said Cause their answer to the said bill in the words following to wit.

J. George Nicholas
vs
John B. Welhelm and wife

In the Circuit Court for
Anne Arundel
County

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The Answer of John B. Wilhelm and wife to the bill of Complaint of S. George Nicholas filed against them in this Honorable Court.

These Defendants admit that the mortgage debt and interest due by their mortgage deed to the Complainant has not been paid nor any part thereof, And are willing that the land in the proceedings of this Cause mentioned shall be sold under your Honors decree for that purpose, And they pray to be hence dismissed with their costs

Witness
O. Disney

John B. Wilhelm
Eleanor her mark Wilhelm

Daniel M. Thomas.
Solr. for Defendants

I agree to accept the above answer without oath

Cornelius McLean
for Complainants.

We authorize, D. M. Thomas Esq to sign the above answer and agree to the sale of our mortgaged property.

Witness
O. Disney

John B. Wilhelm
Eleanor her mark Wilhelm

And afterwards to wit on the 21st day of April 1856 the Judge passed in said Cause his decree in the words following to wit.

John George Nicholas
vs
John B. Wilhelm and wife

In the Circuit Court for Anne Arundel County. In Equity April Term 1856

This cause being ready for hearing and having been submitted, the bill answer and exhibits were read and answered and It is thereupon, this twenty first day of April in the year Eighteen hundred and fifty six by Nicholas Brewer and by authority of this court, Adjudged, ordered, and decreed, That the

mortgaged premises in the proceedings mentioned be sold for the payment of the mortgage debt and interest, that Cornelius McLean be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties, to be approved by the Clerk of this Court in the penalty of two thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers as he shall think proper, of the time, place, manner and terms of sale, which shall be cash on the day of sale or on the ratification thereof at the discretion of the said Trustee and as soon as convenient after such sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative thereto; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Courts ratification of the sale, and on the payment of the whole purchase money, (and not before) the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser, or purchasers, his, her, or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Complainant and Defendants and those claiming by, from, or under them, or either of them: And the said Trustee shall bring into Court, the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

Nicholas Brewer
Circuit Judge.

We agree to the passage of the within decree,

Cornelius McLean
Sol for Compls

Daniel M. Thomas
Solr. for Defendants.

Afterwards to wit on the 2nd day of June 1856 the trustee files his Bond which being approved in the words following to wit.

Know all men by these presents, that we Cornelius McLean and George H. Williams of Baltimore City and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of two thousand dollars, to be paid to the said State or its certain Attorney: to which payment well and truly to be made, we bind ourselves and each of us, our and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents, sealed with our Seals, and dated this thirty first day of May Eighteen hundred and fifty six.

Whereas the above bounden Cornelius McLean by virtue of a decree of the Honorable the Circuit Court for Anne Arundel County hath been appointed Trustee to sell certain real Estate in the said decree mentioned in a Cause wherein John George Nicholas is Complainant and John B. Wilhelm is defendant which decree was passed on the twenty first day of April last.

Now the Condition of the above obligation is such.

That if the above bounden Cornelius McLean do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of.

Wm. J. McElhiney

Cornelius McLean (Seal)

George H. Williams (Seal)

Filed 2nd of June 1856 and approved
N. H. Green Clk.

Afterwards to wit on the 5th June 1856 the Trustee files in said Cause his report, as follows to wit.

John George Nicholas. vs John W. Wilhelm.	In the Circuit Court for Anne Arundel County.

The Report of Cornelius McLean Trustee heretofore approved by the decree in this cause to sell the mortgaged property thus mentioned. Humbly shows.

That after having complied with the terms of the decree by giving bond which was duly approved he proceeded to sell the said mortgaged property on the seventh of June 1856, after having given three weeks notice of the time, place manner and terms of sale, to sell the same at the Court House door at Annapolis at twelve O'clock he according to the said advertisement at public auction when and where the Complainant John George Nicholas being the only and highest bidder at six hundred and forty dollars, the said property was knocked down and unto him at that price, All which is respectfully submitted.

Cornelius McLean
Trustee.

State of Maryland
Anne Arundel County. To wit.

We it remembered and it is hereby certified that on this Seventh day of June 1856 before the subscriber a Justice of the peace of the State of Maryland in and for the County aforesaid personally appeared Cornelius McLean the Trustee within named and made oath on the Holy Evangely of Almighty God, that the matters and things stated in the aforegoing report are true as stated therein and that the said sale was fair and bona fide

Wm Glover.

I admit the truth of the within report and that I purchase the said mortgaged property for

the price therein named.

John G. Nicholas.

Upon which said report the following order nisi was passed.

John George Nicholas vs John W. Welhelm.	In the Circuit Court for Anne Arundel County. In Equity. 7th June 1856

Ordered that the sale made and reported this day by Cornelius McLean Trustee be ratified and confirmed on the seventh day of August next unless cause to the contrary be shown on or before that day provided a copy of this order be published once a week for three weeks before the Seventh day of July next.

N. H. Green Clk.

Afterwards to wit on the 28th day of October 1856 the Judge passed a final order of ratification in the words following to wit.

Circuit Court for A. A. County.
October Term 1856.

Ordered that the within sale be ratified and confirmed having been shown to the contrary although notice has been given according to the rules of Court. The Trustee is allowed the usual commission, and for his Expenses Seventeen dollars and twenty five cents.

Nicholas Brewer
Circuit Judge
October 28th 1856

And on the same day the Auditor files in said cause his Report in the words following to wit.

John G. Nicholas vs John. W. Welhelm and Eleanor his wife.	Circuit Court for Anne Arundel County In Equity October 28th 1856

The Auditor reports to the Hon Nicholas Brewer, Judge of the Circuit Court

for Anne Arundel County, In Equity that he has examined the proceedings in the above cause and therefrom stated an account herewith submitted, between the mortgaged real Estate of John B. Wilhelm and wife and the Trustee for the sale thereof wherein the proceeds of sale have been applied to the payment to the Trustee of his allowance for Commissions, ten per cent being deducted and assigned the State, of his expenses and of the Complainants costs of suit, The nett proceeds were then applied to the payment in part of the Complainants mortgage debt.

All of which is respectfully submitted.

Nicholas Brewer Jr
Auditor.

Dr The Mortgaged Real Estate of John B. Wilhelmen and Eleanor his wife In acct with L. McLean Esq. Trustee. Cr

1857					
June 4th	By Amount of proceeds of the Sale as per Trustee Report			640	00
				640	.
	To the Trustee for his Commission	41.	00		
	Less ten per cent due the State	4	10	36	90
	To the State for ten per cent tax on Trustees Commissions.			4	10
	To the Trustee for his Expenses as per vouchers filed.			17	25
	To the Complainant for his costs of suit. viz				
	Clerks fees due and charged to the Trustee	11	90		
	Sheriffs fees		.76		
	Solicitors fee	10	00		
	Auditors fee	4	67	27	33
				85	58
	To the Complainant John George Nicholas for his Mortgage debt as per Bill and answer and Ex^ts I.G.N. No 1 & 2	600	00		
	Int from Mar.h 26th 1859 y. 1. m. 2. day 11.	42	30		
		642	30	554	42
				640	00

April Term 1856

Nelson Phelps, Eden Benson and Mary his wife and John W Hawkins and Ann his wife

vs

Andrew J Phelps and Mary his wife Richard D Phelps and Martha his wife Edward Anderson & Margaret his wife Joshua Anderson and Susan his wife

Be it remembered that heretofore to wit on the 19th day of April 1856 came Nelson Phelps, Eden Benson and Mary his wife and John W. Hawkins and Anne his wife, by Cornelius McLean their Solicitor into the Circuit Court for Anne Arundel County, Sitting as a Court of Equity and Exhibited in said Court their Bill of Complaint against Andrew J. Phelps and Mary his wife, Richard D. Phelps and Martha his wife, Edward Anderson and Margaret his wife, Joshua Anderson and Susan his wife in the words following to wit.

To the Honorable Nicholas Brewer
Judge of the Circuit Court for
Anne Arundel County.

Humbly complaining show unto your Honor your Orator Nelson Phelpps, your Orators and Oratrixes Eden Benson and Mary his wife and John W. Hawkins and Anne his wife, of Anne Arundel County.

That heretofore on or about the seventh of September last Richard Phelpps of Anne Arundel County departed this life intestate seized of considerable real Estate, situate, lying and being in the County aforesaid and leaving the following Children all of the same county his heirs at law, that is to say, your Orator Nelson Phelpps, your Oratrix Mary, who has since intermarried with your Orator Eden Benson, your oratrix Anne, who has since intermarried with your orator John W. Hawkins. Andrew J. Phelpps who has intermarried with Mary his wife, Richard D. Phelpps, who has intermarried with Martha his wife, Margaret Phelpps, who has since intermarried with Edward Anderson and, Susan Phelpps who has since intermarried with Joshua Anderson.

And your Orators and Oratrixes further show unto your Honor, that the said real Estate is large

and valuable but that they cannot agree upon a division thereof; nor can they agree for a sale so as to please and meet the views of the several parties in interest, some of whom totally refuse to unite either in a sale or division of the said property while the same is to a considerable degree uncultivated and your orators and oratrixes who are willing for a sale or partition can neither obtain their share nor the proper annual yield therefrom all which is contrary to equity and good conscience and tends manifestly to the injury of your orators and oratrixes.

For as much therefore as your orators and oratrixes are remediless in the premises by the strict rules of the common law and can only obtain redress in this Honorable Court where this and such matters are properly cognizible; may it please your Honor to decree a sale of the said real Estate for the purpose of partition and to grant unto your orators and Oratrixes such other and further relief as may seem reasonable in the premises.

And to the end that the said Andrew J. Phelps and Mary his wife, Richard D. Phelps and Martha his wife, Edward Anderson and Margaret his wife, Joshua Anderson and Susan his wife, may on their corporal oaths answer the premises, may it please your Honor to grant unto them the states writ of Subpoena Commanding them under certain penalties and by a certain day to be therein named to be and appear in this Honorable Court to answer the premises and abide by and perform such decree as may be passed therein. And as in duty bound your Orators and oratrixes will ever pray and c

Cornelius McLean
Sol for Compts.

And thereupon a Subpoena was accordingly issued against the Defendants returnable to the next term to wit. April Term 1856.

And on the same day Andrew J. Phelps, Mary Phelps, Richard D. Phelps & wife Joshua

Anderson, Susan Anderson, Edward Anderson, Margaret Anderson by Daniel M. Thomas their Solicitor files in Court here their Joint Answer to the Bill of Complaint in the words following to wit.

Velson Phelpps and others.
vs
Andrew J. Phelpps

In the Circuit Court for Anne Arundel County.

The Answer of Andrew J. Phelpps and Mary his wife, Richard D. Phelpps and Martha his wife, Edward Anderson and Margaret his wife, and Joshua Anderson and Susan his wife to the bill of Complaint exhibited against them in this Court by Velson Phelpps and others. Shows

That these Defendants will not agree to a sale or partition of the said real Estate and have refused to unite in the same but are willing that the said Estate shall be sold under a decree of this Honorable Court for the purpose of partition and they admit the facts stated in the said bill of Complaint.

Andrew J. Phelps
Mary Phelps
Richard D. Phelps. For himself & wife
Joshua Anderson,
Susan Anderson
Edward Anderson.
Margaret Anderson.

Daniel M. Thomas
Sol^r for Defendants

As Solicitor for the Complainants I agree to receive the above answer without oath.

We hereby authorise Daniel M. Thomas to appear for us in this case file the above answer, and to agree to a sale under a decree

Andrew. J. Phelps.
Mary Phelps.
Richard D. Phelps For himself & wife
Joshua Anderson.
Susan Anderson.
Edward Anderson.
Margaret Anderson.

Afterwards to wit on the 21st April 1856. The Judge passed in said Cause his Decree in the words following to wit.

Nelson Phelps and others vs Andrew J. Phelps and others	In the Circuit Court for Anne Arundel County. In Equity April Term 1856

This cause being ready for hearing and having been submitted without argument by the solicitors of the parties to bill and all other proceedings therein having been read and considered - It is thereupon this 21st day of April in the year Eighteen hundred and fifty six by Nicholas Brewer Judge and by authority of this Court, Adjudged, Ordered, and Decreed, That the real Estate in the proceedings mentioned be sold for the purpose of partition; That Cornelius McLean be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties, to be approved by the Clerk of this Court in the penalty of fifteen thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers as he shall think proper, of the time, place, manner and terms of sale, which shall be one third cash on the day of sale or on the ratification thereof at the discretion of the Trustee, one third in one year, & one third in two years with interest the whole purchase money to be secured by the bond or bonds, note or notes of the purchasers, and a surety or sureties to be approved by the Trustee, the whole purchase money to be on interest from the day of sale, and as soon as convenient after such sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative thereto; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Courts ratification of the sale, and on the payment

of the whole purchase money, (and not before) the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser, or purchasers, his, her, or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Complainants and Defendants and those claiming by, from, or under them, or either of them: And the said Trustee shall bring into Court, the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

Nicholas Brewer
Circuit Judge

We agree to the within decree.
Cornelius McLean
Sol for Compts.
Daniel M. Thomas
Solr for Defendants.

Afterwards to wit on the 10th day of July 1856, the Trustee filed in said cause his bond being duly approved in the words following to wit.

Know all men by these presents, That we, Cornelius McLean and George H. Williams of Baltimore City and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of fifteen thousand dollars, to be paid to the said State or its Certain Attorney to which payment well and truly to be made, we bind ourselves and each of us, our and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents, Sealed with our seals and dated this tenth day of July, Eighteen hundred and fifty six.

Whereas the above bounden Cornelius McLean by virtue of a decree of the Honorable the Circuit Court for Anne Arundel County in a cause wherein Nelson Phelps and others were Complainants and Andrew J. Phelps and others were Defendants passed on the twenty

first of April last, hath been appointed Trustee to sell certain real Estate of Richard Phelps in the proceedings of the said cause mentioned.

Now the Condition of the above obligation is such—

That if the above bounden Cornelius McLean do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above Obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of Wm. J. McElhiney. — Cornelius McLean (Seal) — Geo H. Williams (Seal)

Filed 10th July 1856 and approved.

N. D. Green Clk.

Afterwards to wit on the 17th July 1856 the Trustee makes the following Report.

Nelson Phelps and others. vs Andrew J. Phelps and others.	In the Circuit Court for Anne Arundel County.

The Report of Cornelius McLean heretofore appointed in this case Trustee to make sale of the Real Estate in the proceedings mentioned and decreed to be sold Humbly shows.

That after Complying with the requisition of the decree by giving bond, he proceeded to sell the real Estate mentioned at public auction to the highest bidders at ten O'clock A.M. of the fourteenth of July Instant after having given three weeks notice of the time, manner, place and terms of sale, on the premises.

He further reports that before the sale he caused the whole of the lands to be surveyed and divided into five lots as the most advantageous mode of offering the same of which plat made by John Duvall the surveyor employed for the purpose is herewith returned as a part of this report marked C.M.L No 1.

At the same time and place Andrew J.

Phelps one of the parties having bid for Lot Number One seventeen dollars and twenty five cents an acre and being at that price the highest bidder became the purchaser thereof his whole purchase amounting to three thousand five hundred and Eighty Eight dollars.

Ann Harlans also one of the parties having at the same time and place bid for Lot Number two the sum of thirteen dollars and twenty five cents an acre and being at that price the highest bidder became the purchaser thereof, his whole purchase money amounting to the sum of Eighteen hundred and twenty one dollars and eighty eight cents.

Nelson Phelps also one of the parties having at the same time and place bid for Lot Number Three nine dollars and a half an acre and being at that price the highest bidder became the purchaser thereof. And ~~the said~~ Nelson Phelps at the same time and place having bid for Lot Number Five twenty five dollars an acre, and being at that price the highest bidder became the purchaser thereof the whole of his purchase of Lots Number Three and Five amounting to the sum of Twenty Three hundred and one dollars and twenty five cents.

And at the same time and place Larkin Shipley having bid for Lot Number Four ten dollars an acre and being at that price the highest bidder became the purchaser thereof, at that price, the whole purchase amounting to the sum of Six hundred and seventy seven dollars and fifty cents.

And your trustee further reports that the said sales were all made by the plat and certificates above referred to and herewith returned And that your trustee having been informed by the said Nelson Phelps that he claimed title to some part of lot number five which title your trustee found was not by any means admitted by the other parties, but on the other hand vehemently denied, agreed with him that he might bid as any body else without prejudice for the said lot, and come upon the grounds instead of the land if he

Proceeds

can show any title to the said land or any part thereof. Upon this agreement an undisputed title was offered by the Trustee for sale, and the said Nelson became the purchaser accordingly.

The Certificate of the Surveyor is marked C.McL. No. 2.

The Trustee further reports that the said sales were fair and good, and amounted altogether to the sum of Eight thousand three hundred and Eighty Eight dollars and sixty three cents, All which is respectfully submitted.

Cornelius McLean.
Trustee.

State of Maryland
City of Baltimore to wit.

Be it remembered and it is hereby certified on this Sixteenth day of July in the year 1856 before the subscriber a Justice of the Peace of the State of Maryland in and for the City of Baltimore personally appeared Cornelius McLean and made oath on the Holy Evangelys of Almighty God that the matters and things stated in the foregoing report are just and true as therein stated and that the sales therein reported were fair and bona fide.

Wm. H. Hayward.

State of Maryland,
Baltimore City, set.

I Hereby certify that William H. Hayward Esquire before whom the annexed affidavit was made and who has thereto subscribed his name was at the time of so doing a Justice of the Peace of the State of Maryland in and for the City of Baltimore, duly commissioned and sworn.

Seal

In testimony Whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City this 16th day of

July. A.D. 1856.

Edw.d Dowling

Exhibit. C.M.L. No 2. Clerk of the Superior Court of Balt.e City

Explanation to the Survey of the Real Estate of Richard Phelps deceased.

1st Beginning for Lots No 1 and 2, they being composed of the following lands to wit, part of "the Addition to Timber Ridge," part of "Youngs Locust Plains" part of "Sam Son", and part of "the Ascent," lying and being in Anne Arundel County and contained within the following description, that is to say, "Beginning for the same at a stone heretofore set by the side of bounded pine tree, standing on the east side of the Eastern "Branch of Stoney "Run and near a spring, the said pine being the original beginning tree of a tract of land called "The Support" and one of the original boundaries of "The Addition to Timber "Ridge" and running from thence as follows. S 50° 30' W 103½ ps. to intersect the 2nd line of "Youngs Locust Plains" thence bounding on said line as follows S 20° W 31 ps. to a post, thence leaving said line and running across said tract as follows N 83° W 106 ps. to intersect the last line of said tract, thence reversing and bounding on said line as follows S 8° 45' W 28 5/8 ps. to intersect the 5th line of the land called "Hendersons Meadows," thence running with and bounding on said land as follows, S 67° W 3 7/8 ps. S 89° 30' W 10 ps. N 9° 30' E 50 ps. thence S 89° 30' W 23 ps. to intersect the 3rd line of the land called "Stamp Act Repealed," thence running with and bounding on said land as follows, N 30° E 13 5/8 ps. N 19° W 30 ps, N 33° E 14 ps. N 16° W 40 ps. N 35° W 72 ps thence N 79° W 18 3/4 ps to intersect the 12th line of "The Addition to "Weedy Glade," thence reversing and bounding on said land as follows N 39° 30' E 110¼ ps. thence N 2° 30' W 4 ps, to a stone at the end of the 15th line of the land called "Plummers Pasture," thence running with and bounding on said land as follows N 2° 45' W 33 7/8 ps. to a stone thence N 13° 30' W 83½ ps. to a stone thence running N 77° 15' E 60 ps. to intersect the land called "Howards Patapsco "Range" thence running with and bounding on said land as follows S 7° 30' W 28 ps. to a large stone heretofore planted, thence S 71° 20' E 175 ps. to a post

thence S21°15' W34¾ ps., to a stone now set, thence running S84°15' E78 ps., to another stone heretofore planted thence running S28°30' W53¾ ps, to a small white oak now marked with nine notches standing at the end of the second line of a tract of land called "The Support" thence reversing and bounding on said land as follows, S30° E40 ps. S53° E40 ps. to the beginning stone, containing and laid out for 345 acres...

2nd. Beginning for Lots 3 and 4 they being composed of part of the following tract of land to wit. part of "Sam Son" lying and being in Anne Arundel County and contained within the following description, that is to say: Beginning for the same at a bounded pine tree, standing on the East side of "Stoney Run Branch" the said pine being the original beginning tree of a tract of land called "Hendersons Meadows", also one of the original boundaries of "Sam Son" and running from thence and bounding on said lands as follows, N44°30' E22 ps. S40°30' E98 ps, thence N44°30' E80 ps, to intersect the 9th line of the "Addition to Timber Ridge" thence reversing and bounding on said line as follows S20° E148½ ps to intersect the first line of a tract of land called "Leatherwoods Luck" thence reversing and bounding on said line as follows, S4°30' W81 ps, to a stone heretofore set, in the place where originally stood a pine tree, being the original beginning of said land, also a boundary of "Sam Son", and one of the original boundaries of the original tract called "Walkers Inheritance" thence running with and bounding on said lands as follows, to wit, N36° W18 ps, N20° W34 ps., N10° W22 ps. West 20 ps, N54° W24 ps, N82° W20 ps, S75° W24 ps., N78° W20 ps. N20° W70 ps, S35° W54 ps. West 28 ps., thence N48° W30½ ps., to a stump the remains of a bounded pine tree, standing on the west side of "Stoney Run Branch", being one of the original boundaries of "Walkers Inheritance" also a boundary of a tract called "The Meadow", thence bounding on said land as follows, S45°30' W35¾ ps., to intersect the last line of a tract of land called "Hammonds Contrivance" thence bounding on said land as follows, N35°30' W65 ps., thence N72° W13¾ ps., to the end of the N73° E175 ps. line of the land called September 14th 1739 I was born

John Hammond, son of John" thence bounding on the said land as follows. N 11° 30' E 62 ps. thence N 30° 30' W 16 ps. to intersect a line of the land called "Stamp Act Repealed" thence bounding on said land as follows. S 86° E 18 ps. S 14° E 58 ps. S 50° E 34 ps. thence N 23° 30' E 82 3/4 ps. to a hickory tree the beginning of said land, still with and bounding on said land as follows. N 18° 30' E 33 ps. thence N 63° E 9 ps. to a white oak tree now marked with 9 notches, standing in or near the last line of "Henderson Meadows," thence bounding on said land as follows. S 28° 30' W 9 1/4 ps thence with home line of said land as follows. S 38° E 40 3/8 ps. to the beginning Containing and laid out for 190 1/4 acres

Explanation of the Sub-divisions of Survey.

1st "Beginning for Lot No. 1 it being composed of the following tracts to wit. part of "Young's Locust Plains" part of "Sam Son," part of "The Addition to Timber Ridge" and part of "The Ascent," lying and being in Anne Arundel County, and contained within the following description, that is to say. "Beginning for the same at a white oak tree now marked with 9 notches standing at the end of the 2nd line of a tract of land called "The Support" and running from thence as follows, N 83° 30' W 122 1/2 ps. to a post now planted on a ditch thence bounding on said ditch as follows, No. 2. S 8° W 155 1/2 ps. to a post. thence 3. S 8° 45' W 28 5/8 ps. to intersect the 5th line of "Hendersons Meadows," thence with and bounding on said land as follows, 4. S 67° W 3 7/8 ps. 5. S 89° 30' W 10 ps. 6. N 9° 30' E 50 ps. thence 7. S 89° 30' W 23 ps. to intersect the 3rd line of the land called "Stamp Act Repealed" thence bounding on said as follows, 8. N 30° E 13 3/4 ps. 9. N 19° W 30 ps. 10. N 33° E 14 ps. 11. N 16° W 40 ps. 12. N 25° W 72 ps. thence 13. N 79° W 18 3/4 ps. to intersect the 12th line of "The Addition to Wendy Glade" thence bounding on said land as follows, and reverse thereof. 14. N 39° 30' E 110 1/2 ps. thence 15. N 2° 30' W 4 ps. to a stone at the end of the 15th line of the land called "Plummers Pasture" thence bounding on said land as follows, 16 N 2° 45' W 33 7/8 ps. to a stone thence 17. N 13° 30' W 83 1/2 ps. to a stone thence 18 N 77° 15' E 60 ps. to intersect the land called "Howards Patapsco Range" thence bounding on said land as follows, 19. S 87° 30' W 128 ps. to a large stone heretofore planted thence 20. S 71° 20' E 175 ps. to a post, thence leaving said land and

running 21. S21° 15' W24¾ ps. to a stone thence 22. S84° 15' E7⅞ ps to another stone heretofore set, thence 23. S28° 30' W53¾ ps. to the beginning Containing 208 acres. more or less, and exclusive of ¼ one fourth of an acre, reserved as a burying ground.

2nd "Beginning for Lot No. 2, it being composed of part of "Youngs Locust Plains" and part of "The Addition to Timber Ridge" lying and being in Anne Arundel County, and contained within the following description, that is to say- Beginning for the same at a stone heretofore set, by the side of a dead pine tree, standing on the East side of the "Eastern Branch of Stoney Run", and near a spring said pine being the original beginning tree of the land called "The Support", and also one of the original boundaries of "The Addition to Timber Ridge" and running from thence as follows. No. 1 S 50° 30' W 103½ ps. to intersect the second line of "Youngs Locust Plains", thence bounding on said line as follows. 2. S20° W 31 ps., to a post thence leaving said line and running across said tract as follows. 3. N83° W106 ps, to a post at the end of the 2nd line of lot No. 1. thence reversing and bounding on said lot, as follows. 4. N8° E 155½ ps thence 5. S83° 30' E 122⅞ ps, to a small white oak tree marked with 9 notches, beginning of said lot No. 1, and standing at the end of the second line of "The Support", thence reversing and bounding on said land as follows 6 S 30° E 40 ps, thence 7. S55° E 40 ps to the beginning. Containing 137½ acres.

3rd "Beginning for Lot No. 3, it being part of "Sam Son, lying and being in Anne Arundel County and contained within the following description, that is to say. "Beginning for the same at a pine tree, standing on the East side of "Stoney Run Branch", said pine being the original beginning of the tract of land called "Hendersons Meadow", and also one of the original boundaries of "Sam Son" and running from thence and bounding on said lands as follows: No. 1 N44° 30' E 22 ps. 2. S40° 30' E 98 ps. thence 3. N44° 30' E 80 ps. to intersect the 9th line of the "Addition to Timber Ridge" thence reversing and bounding on said line as follows, 4. S20° E 148½ ps. to intersect the first line of a tract of land called "Leatherwoods Luck" thence reversing and bounding on said line as follows, 5 S4° 30' W 81 ps. to a stone heretofore set in the place

where originally stood a pine tree, the original beginning of said land also a boundary of "Sam Son" and, one of the original boundaries of the original tract called "Walkers Inheritance" thence bounding on said land as follows, 6. N36° W18 ps. 7. N20° W34 ps. 8. N10° W22 ps. 9 West 20 ps. 10. N54° W24 ps. 11. N82° W20 ps. 12. S75° W24 ps. 13. N78° W20 ps. 14. N20° W70 ps. 15. S35° W54 ps. to a post thence leaving the out lines and running 16. N1°30' E117¼ ps. to the first beginning Containing 122½ acres.

4th, "Beginning for Lot No. 4, it being part of "Sam Son", lying and being in Anne Arundel County, and contained within the following description, that is to say, "Beginning for the same at a stump the remains of a bounded pine tree standing on the west side of "Stony Run Branch", being one of the original boundaries of "Sam Son", also a boundary of the original tract called "Walkers Inheritance", and a boundary of another tract called "The Meadow" and running from thence and bounding on said land as follows, to wit. No. 1. S45° 30' W35¾ ps. to intersect the last line of a tract called "Hammonds Contrivance", thence bounding on said land as follows, to wit. 2. N35° 30' W 65 ps. thence 3. N77° W15¾ ps. to the end of the N73° E175 ps. line of the land called "September 14th 1739 I was born John Hammond son of John", thence bounding on said land as follows 4. N11° 30' E 62 ps. 5 thence N30° 30' W16 ps. to intersect a line of the land called "Stamp Act Repealed" thence bounding on said land as follows. 6. S86° E18 ps 7. S14° E 58 ps. 8. S50° E 34 ps. thence 9. N23° 30' E 82¾ ps. to a hickory tree the original beginning of said land, still bounding on said land, 10. N18° 30' E 32 ps. thence 11. N63° E 9 ps. to a white oak tree marked with 9 notches standing in or near the last line of "Hendersons Meadows" thence bounding on said land as follows. 12. S28° 30' W9¼ ps. thence with the home line of said land as follows. 13. S38° E40⅜ ps. to the beginning of said land, it being a bounded pine tree, standing on the East side of "Stony Run Branch", and the beginning boundary of lot No. 3. thence reversing the last line of said lot as follows, 14. S1° 30' W117¼ ps to a post at the end of the S35° W54 ps. line of the original tract called "Walkers Inheritance," thence bounding on the said

land as follows, 15. W28 ps. 16. N48° W30½ ps. to the beginning Containing 67¾ acres.

5th Beginning for Lot No. 5. it being part of "The Addition to Timber Ridge" lying and being in Anne Arundel County and contained within the following description that is to say: Beginning for the same at a bounded stone standing at the end of the 19th line of the whole tract called "The Addition to Timber Ridge" and running from thence and reverse of said land as follows No. 1. S2°45' W87 ps thence 2. N79°30' E 8 ps. 3. N85°30' E 6 ps. 4. N54°30' E 13½ ps. 5. N86°30' E 20 ps. 6. S76°45' E 20 ps. 7. N73°30' E 6½ ps. thence 8. N1°30' E 109 ps. thence 9. S84° W38½ ps. thence with a direct line to the beginning stone Containing and laid out for 45½ acres.

Surveyed May 8th 1856. John Duvall
Surveyor.

Upon which said report the following order nisi was passed.

In the Circuit Court for Anne Arundel County. July 1856.

Ordered that the sales made and reported by Cornelius McLean the trustee in this case be ratified and confirmed on the twenty second day of September next unless cause to the contrary be shown on or before that day provided a copy of this order be published in some Newspaper printed in Anne Arundel County once a week before the twentieth of August next.

The report states the amount of sales to be $8388.$\frac{63}{100}$

N. H. Green Clk
20 July 1856.

Afterwards to wit on the 28 Oct 1856 the Judge passed a final decree of ratification, in the words following to wit.

Circuit Court for A. A. County
October Term 1856.

Ordered that the within sale be ratified and confirmed no cause having been shown to the contrary although notice has been given according to the rules of Court. The Trustee is allowed the usual commissions and

for his Expenses seventy Eight dollars and five cents.

Nicholas Brewer,
Circuit Judge.
Oct 28th 1856.

Afterwards to wit on the 29th Oct 1856 the Auditor files in said cause his Report and account in the words following to wit.

Nelson Phelps et al
vs
Andrew J. Phelps et al

Circuit Court for Anne Arundel County — In Equity.
October 29th 1856.

The Auditor reports to the Hon Nicholas Brewer Judge of the Circuit Court for Anne Arundel County In Equity that he has examined the proceedings in the above cause & therefrom stated an account between the real Estate of Richard Phelps deceased and the Trustee for the sale thereof, which is herewith submitted, wherein the proceeds of sale have been applied to the payment to the Trustee of his allowance for Commissions, ten per cent being first deducted and assigned the State, of his expenses and of the Complainants costs of suit, The net proceeds were then distributed amongst the parties entitled thereto according to their respective rights & interest, that is to say, to the heirs at law of the said deceased in equal proportions.

All of which is respectfully submitted.

Nicholas Brewer. Jr.
Auditor.

The Real estate of Richard Phelps decd. In acct with Cornelius McLean Esq Trustee. — Cr.

		Dolls	cts	Dolls	cts
1856 July 14th	By Amount of Proceeds of Sale as per Trustees Report			8388	53
				8388	53
	To the Trustee for his Commissions	281	65		
	Less ten per cent due the State	28	16	253.	49
	To the State for ten per cent on the Trustees Commissions			28.	16
	To the Trustee for his expenses as per vouchers filed			88.	05
	To the Complainants for their costs, viz.				
	Clerks fees due & charged to the Trustee	31.	15		
	Solicitors fee	10.	00		

Auditors fee	4.	67	45	82
			415	52
To Amount carried down			7973	01
			8388	53
By Amount brought down			7973	01
To Nelson Phelps for 1/7 of nett proceeds			1139	01
To Eden Benson & Mary his wife in right of said Mary for D.o			1139	00
To John W. Dawkins & Anne his wife in right of said Anne for D.o			1139	00
To Andrew J. Phelps for D.o			1139	00
To Edward Anderson & Margaret his wife in right of said Margaret for D.o			1139	00
To Richard D. Phelps for D.o			1139	00
To Joshua Anderson & Susan his wife in right of said Susan for D.o			1139	00
			7973	01

Afterwards to wit on the 4 day of March 1857 the auditor filed in said cause his Report and accounts &c. in the words and figures following to wit.

Nelson Phelps et al
vs
Andrew J. Phelps

Circuit Court for Anne Arundel County.
In Equity. March 4th 1857

The Auditor reports to the Hon. N. Brewer Circuit Judge of the Circuit Court for Anne Arundel County In Equity, that he has since his report of October 29th 1856, re-examined the proceedings in the above cause and therefrom stated a second Acct herewith submitted marked Acct B.

This acct differs from the acct heretofore submitted, in the following respects only viz- in the allowance of the complainants addl. costs, the costs of a survey of the property sold made since said last report, and the allowance of tax bills filed since that time, and in a consequent reduction of the distributive shares of the heirs of Richard Phelps deceased

All of which is respectfully Submitted

Nicholas Brewer
Auditor.

The Real Estate of Richard Phelps dec^d In Acct with Cornelius McLean, Esq. Trustee

1856 July 14th	By Amount of proceeds of sale as per Trustees Report.....			8388.	53.
				8388	53
July 16th	To the Trustee for his Commissions	281	65		
	Less ten per cent due the State	28	16	253	44.
	To the State for ten per cent on the Trustees Commissions			28	16
	To The Trustee for his expenses as per Acct A			88	05
	To The Trustee for Costs of Survey as per vouchers filed - viz				
	Surveyors fees due Nelson Phelps	25	00		
	Due Thos. J. Gaither chain carrier	8	12½		
	Due John W. Hawkins as D^o	8	12		
	Due Larkin Shipley pole carrier	5	62½	46	89
	To The Complainants for their Costs as per Acct A.....			45	82
	To The Complainants for their additional Costs viz.				
	Clerks fees due & charged to the Trustee	4	05		
	Auditors fee	4	67	8.	72
	To The Trustee for this amt due for State & County taxes on the real Estate sold as per accts filed - as follows:				
	County tax for 1853 & State tax for 1854 & int as per Acct filed	62	77		
	County tax for 1854 & State tax for 1853 & int as per Acct filed	56	52		
	County tax for 1855 & State tax for 1856 & int as per Acct filed.	27	38	146	67
				617.	78
	To Amount carried down			7770	75
				8388.	53
1856 July 14th	By Amount brought down			7770	75
	To Nelson Phelps per ⅓ of nete proceeds			1110	10
	To Eden Benson & Mary his wife in right of said Mary per D^o			1110	10
				2220	20

1856 July 14th	To amount brought forward.	2220	20
	To John W. Hawkins and Anne his wife in right of said Anne for Do	1110	11
	To Andrew J. Phelps for Do	1110	11
	To Edward Anderson & Margaret his wife in right of said Margaret for Do	1110	11
	To Richard Phelps for Do	1110	11
	To Joshua Anderson and his wife in right of said Susan for Do	1110	11
		7770	75

Afterwards to wit on the 9th day of March 1857 there was filed in said Cause sundry agreements in the words following to wit.

Nelson Phelps and others vs Andrew J. Phelps & others	In the Circuit Court for Anne Arundel County

It is agreed that Cornelius McLean the Trustee in this case shall pay over the portion of the net proceeds assigned to us, to the undersigned Mary Benson Ann that the Court may pass an order accordingly.

Eden Benson
Mary Benson.

Nelson Phelps and others vs Andrew J. Phelps and others	In the Circuit Court for Anne Arundel County.

It is agreed in this case that Cornelius McLean the Trustee shall pay over the portion assigned to us, to the undersigned Susan S. Anderson and that the Court may pass an order accordingly.

Joshua Anderson.
Susan S. Anderson.

Nelson Phelps and others vs Andrew J. Phelps and others	In the Circuit Court for Anne Arundel County.

It is agreed in this case that Cornelius McLean the Trustee shall pay over the portion

assigned to us, to the undersigned Anne Hawkins, and undersigned Anne Hawkins has purchased a part of the real Estate that the said sum may be applied accordingly and the deed made to her and her heirs, and that the Court may order accordingly.

John W. Hawkins.
Anne Hawkins.

Nelson Phelps and others vs Andrew J. Phelps and others	In the Circuit Court for Anne Arundel County.

It is agreed that Cornelius McLean the Trustee in this case shall pay over the portion of the net proceeds assigned to us, to the undersigned Margaret Anderson and that the Court may pass an order accordingly except as to one hundred dollars which has been paid on our joint receipt.

Edward Anderson.
Margaret Anderson.

Nelson Phelps and others vs Andrew J. Phelps and others	In the Circuit Court for Anne Arundel County.

It is agreed that the Auditors report last made be immediately ratified according to the agreements filed this day.

Cornelius McLean
Sol for all parties.

Afterwards to wit on the 14 day of March 1857 the Judge passed a final Ratification of Auditors Account 73 filed 4 march 1857 in the words following to wit.

Circuit Court for Anne Arundel County.
In Equity
March 14th 1857.

Ordered that the aforegoing Report of the auditor be and the same is hereby ratified and confirmed, and the Trustee is directed to apply the proceeds of sale accordingly with a due proportion of the interest which has been received or may hereafter be received, and he shall pay the amount assigned to Joshua Anderson and Susan his wife to the

said Susan, that assigned to Eden Benson and Mary his wife to the said Mary, that assigned to Edward Anderson and Margaret his wife to the said Margaret, according to the several agreements filed to that effect and he shall also apply the portion assigned to John W. Hawkins and Ann his wife to the payment of the said Anns purchase of a part of the Estate sold by him as by their agreement also filed.

Nicholas Brewer
Circuit Judge

Afterwards to wit on the 8th day of March 1860 the Trustee filed in said cause a petition for a resale in the words following to wit.

Nelson Phelps and others vs Andrew J. Phelps and others	In the Circuit Court for Anne Arundel County.

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County

The petition of Cornelius McLean the Trustee appointed for the sale of the Real Estate decreed to be sold in this case humbly shows,

That Nelson Phelps one of the parties to this cause became the purchaser of Lots Number three and five for the sum of twenty three hundred and one dollars, and twenty five cents which sum of money he has failed to pay or any part thereof.

And the said petitioner further shows, that according to the Auditors report the sum of Eleven hundred and ten dollars and ten cents were assigned to the said Nelson as one of the heirs of Richard Phelps the deceased: but that no part of the balance has been paid.

The said Nelson claims title to a part of Lot No 5, and under that claim disputes the right of your Trustee to receive the purchase money as will be seen by the Trustees report filed in this case, but he has failed to show any title although three years have now elapsed since the Auditors Report.

Your Trustee and Petitioner therefore

prays your Honor to pass an order for the resale of the said lots as purchase by the said Nelson Phelps at his risk and charge and for such other relief as may seem reasonable in the premises.

And as in duty bound he will ever pray &c

Cornelius McLean
Trustee.

Afterwards to wit on the 13th of March 1860 Nelson Phelps by James. S. Franklin his Solicitor filed in said Cause his answer to the said Petition for resale in the words following to wit.

Nelson Phelps et al vs Andrew J. Phelps	In the Circuit Court for Anne Arundel County In Equity.

To
The Honorable Nicholas Brewer
Judge of the Circuit Court for Anne Arundel County sitting in Equity.

The Answer of Nelson Phelps to the petition heretofore filed by Cornelius McLean Esq Trustee in this cause, and asking for a resale of the land purchased by your respondent at the sale made by said Trustee, Your respondent, answering, says that he admits that he became the purchaser of Lots No^s 3 and 5, as stated in said petition, for the sum of twenty three hundred and one dollars and twenty five cents, but your respondent alleges that said lot No 5 has always been the sole and individual property of your respondent, that he claimed it as such at the time of said sale, and so informed the Trustee,

Your Respondent further alleges that this tract consisting of forty five acres and one half of land, is one half of a tract of land formerly purchased by his Father Richard Phelps and his uncle James Phelps from a certain Christopher Johnson; and that about the year Eighteen hundred and thirty four your respondent purchased from his aforesaid uncle James Phelps his half of said land which by agreement had been divided in two equal tracts by

his aforesaid Father and Uncle: and that very shortly thereafter your respondent purchased the other half, belonging to his Father and now claimed by the Trustee as part of his Estate, from his said Father and paid him therefor the sum of four hundred dollars, and that your respondent always claimed and occupied said land as his own, and without any claim thereto by his said Father or by any other person up to the claim now made by said Trustee and which being a period largely upwards of twenty years, Your respondent relies upon and pleads limitation to such claim of said Trustee.

And your respondent further alleges that he has always exercised undisputed ownership over said land, and that so far from his Father in his said life-time claiming said land, that he has purchased from your respondent at different times, timber cut from said land and other produce thereof — All of which your respondent is ready to prove when the testimony shall be taken in this case although your respondent admits that he took no receipt from his Father for the purchase money for said land, not at the time apprehending any further dispute of his right to said land —

And your respondent, further answering shows that the value of this land so claimed by him, added to the sum of Eleven hundred and ten dollars and ten cents awarded him as his distributive share by the Auditors Report in this Cause, and including twenty five dollars also thereby shown to be due him for survey as fees, will, within a few dollars, amount to the whole of his purchase at said Trustees sale, and that said Report shows that the purchase money for the land owned and claimed by your respondent has been included in the distribution, which said amount your respondent claims should be deducted from the gross proceeds of sale, if the sustains his right thereto, and which, if done, will leave said Estate largely indebted to your respondent.

Your respondent therefore prays that he may be allowed to take testimony to prove

and substantiate the allegations and defences therein made and relied upon; that the petition of said Trustee may be dismissed, and that your Honor will grant ~~unto~~ your respondent such other and further relief as Equity and the nature of his case may require, And as in duty &c

J. S. Franklin
for Respondent

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April Term 1856

Lemuel Bourke
vs
The Patapsco Company and
William C. Pennington

Be it remembered that at the present term to wit the 15th day of april 1856, Came Lemuel Bourke by Randall and Wagner his Solicitor in the Circuit Court for Anne Arundel County sitting in Equity, and Exhibited his Bill of Complaint in said Court against The Patapsco Company and Wm. C. Pennington, in the words following to wit.

To the Honorable Nicholas Brewer, Judge of the Circuit Court for Anne Arundel County, Sitting in Equity.

The Bill of Complaint of Lemuel Bourke of Anne Arundel County, respectfully represents unto your Honor,

That heretofore, on the third day of October Eighteen hundred and fifty three The Patapsco Company, a Company duly incorporated by an act of The General Assembly of Maryland, executed to your Orator a conveyance of a parcel or part of a tract of land called "Lot No. 5. of Mountville" containing about eighty Eight acres, more or less, lying in Anne Arundel County, what your Orator had previously conveyed to the said Company; to which deed there is a condition annexed, that it be void on the payment by the Patapsco Company of the sum of one thousand, four hundred and sixty six dollars and sixty seven cents, at or before the expiration of one year from the date thereof; and also of the further sum of one thousand four hundred and sixty six dollars and sixty seven cents, at or before the expiration of two years from the said day, with interest thereon, as is therein provided - all which matters and things will more fully and at large appear by reference to the said deed herewith filed and marked "Exhibit A B," to which, with his other exhibits, Your Orator prays leave to refer as part of this his Bill of Complaint,

He further charges, that the whole of the last named instalment of one thousand four hundred and sixty six dollars, and sixty seven cents, with interest

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thereon from the third day of October eighteen hundred and fifty four, is still due and unpaid by the Patapsco Company to your Orator, although payment thereof hath been duly demanded.

He further charges, that he is informed and believes that the Patapsco Company, on or about the thirtieth day of November eighteen hundred and fifty five, conveyed all their real and personal Estate, (including the said parcel of land) unto a certain William C. Pennington of the City of Baltimore, upon certain trusts specified in the said deed, which, your Orator is informed was duly executed and is recorded in Liber W. H. G. No 6. folio 178 &c one of the Land Record Books of Anne Arundel County.

He is advised that the said unpaid balance of the said purchase money, constitutes a preference lien upon the said parcel of land, and that he is entitled to have the said land sold by a Trustee, under the direction of this Court,

To the end therefore that the said Patapsco Company, and the said William C. Pennington may answer the premises, as fully as if the several matters and things hereinbefore mentioned were here repeated, and they specially interrogated thereto, and that the said land may be sold, under the decree of this Court, and the proceeds applied, in the first instance to the payment of the claim of your Orator, and that your Orator may have such other and further relief in the premises as his cause and equity may require.

May it please your Honor, to grant unto your Orator the States writ of Subpoena against the said Patapsco Company and the said William C. Pennington, of the City of Baltimore, summoning them to be and appear in this Court by a certain day to be therein named, to answer the premises, and show cause, if any they have, why a Decree should not pass as prayed, And as in duty &c

Randall and Hagner
Complts. Solicitor.

Memorandum

The Exhibit LB referred to in the Bill will be found in the Commission for Testimony

And thereupon writs of Subpoena were accordingly issued against the said Defendants.

And the said writs of Subpoena were returned thus Endorsed to wit.

Summoned Wm. C. Pennington Sam S. Gaskins Shff Baltimore City.

Summoned The Patapsco Company by Service on William George Read President of said Company April 17, 1856. also. Served on Charles Gilmor Jr Secretary of said Co April 17, 1856. Sam S. Gaskins Shff of Baltimore City

Afterwards to wit on the 26 day of April 1856 an Interlocutory Decree in the words following to wit,

Lemuel Bourke vs The Patapsco Company and Wm. C. Pennington,	Circuit Court for Anne Arundel County In Equity April Term 1856.

The Defendants having been duly summoned to appear to the Bill in this Cause, and having failed to appear thereto.

It is thereupon, this 26th day of April 1856, by Nicholas Brewer, Circuit Judge, and by the authority of this Court, adjudged, ordered, and decreed, that the Complainant is entitled to relief in the premises.

But, for as much as it doth not certainly appear to what relief the Complainant is Entitled it is further adjudged, and ordered that a Commission or Commissions issue to such person or persons as may be named by the Complainant, to take testimony in support of the allegations of the said Bill.

Nicholas Brewer
Circuit Judge.

Afterwards to wit on the 3rd day of May 1856 a Commission was issued to the Standing Commissioners to take testimony in said Cause.

Afterwards to wit on the 14th day of May 1856 Brice J. B. Worthington made return of said Commission with the proceedings under the same in the

words following to wit.

Maryland, &c.

The State of Maryland.

To Brice T. B. Worthington and Nicholas Brewer of Jno, of Anne Arundel County, Greeting: Know, That we have appointed you to be our Commissioner, to examine evidences in a cause depending in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, between Lemuel Burke Complainant and The Patapsco Company &c Defendants. We therefore require you, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this commission, that at such time and place as to you shall seem convenient, you cause to come before you all such evidences as shall be named and produced to you by either the plaintiff or Defendants, and that you examine them on their corporeal oaths, to be by you administered upon the Holy Evangely of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you cause notice to be given to the parties, or their attorneys, of the execution of this commission, before you execute the same; and having reduced the depositions of the witnesses so taken by you, into writing, you send the same, with this our commission, close under your hand and seal, to us in our Circuit Court for Anne Arundel County sitting as a Court of Equity, with all convenient speed.

Seal

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 3rd day of May. Anno Domini 1856

N. B. Green Clk.

AT the execution of the annexed commission issued out of the Circuit Court for Anne Arundel County sitting as a court of Equity empowering the Commissioners therein named to examine evidences in a cause in said Court pending between Lemuel A. Burke Complainant and The Patapsco Company and William C. Pennington defendants, the undersigned one of the said Commissioners,

on friday May the sixteenth eighteen hundred and fifty six, at my office in the City of Annapolis, at 11 O'clock A.M. at the instance and request of the Complainants Solicitor proceeded in execution of the powers and duties in me vested by said Commission to take testimony in the cause,

Whereupon the said Complainant by his Solicitor A.B. Wagner Esq. appeared, and filed under said Commission two exhibits, to be returned therewith, and severally marked Exhibits L.B. and Exhibit M.C.P. which are accordingly herewith returned, No further testimony being produced, neither party desiring further time to produce testimony and the Solicitor of the Complainant requesting it, I herewith return the said Commission executed as aforesaid, under my hand and seal on this sixteenth day of May eighteen hundred and fifty six.

B. S. B. Worthington Comr [Seal].

Exhibit L. B.

This Indenture, made this third day of October in the year of our Lord one thousand eight hundred and fifty three between "The Patapsco Company incorporated by an act of the General Assembly of the State of Maryland passed at January Session eighteen hundred and fifty three Chapter 137, of the one part, and Lemuel Bourke of Anne Arundel County in the State of Maryland of the other part.

Witnesseth that for the purpose of securing the payment of the sum of Two thousand nine hundred and thirty three Dollars and thirty four Cents owing by The Patapsco Company aforesaid to the said Lemuel Bourke on account of the purchase money for the land hereinafter described with legal interest thereon as herein after expressed, and for and in consideration of the sum of Five Dollars lawful money to the party hereto of the first part paid by the party of the second part to these presents ad or before the sealing and delivery hereof the receipt whereof is hereby acknowledged "The Patapsco Company aforesaid hath granted bargained and sold aliened, enfeoffed and conveyed and by these presents doth grant bargain and sell alien enfeoff and convey unto the said Lemuel Bourke

his heirs and assigns, All that piece or parcel of Land situate and lying in Anne Arundel County part of a Tract called Mount Ville designated as Lot No 5 in the division and partition of the Real Estate of Jobias Bourke late of Anne Arundel County under a certain proceeding in the High Court of Chancery of Bourke vs Bourke &c and therein allotted and assigned to the said Lemuel Bourke under Decree dated the thirteth day of April eighteen hundred and fifty and which is contained within the meets and bounds courses and distances following that is to say, Beginning for the same at a bounded stone heretofore planted and at the end of the seventh line of the whole survey and running from thence as follows to wit north twenty eight degrees fifty minutes East fifteen and a half perches to a Cedar post the beginning of Lot No 4 thence reversing and bounding on said Lot as follows to wit North twenty degrees twenty five minutes West one hundred and eighty two and a quater perches to a stone thence leaving said Lot and running South sixty six degrees forty five minutes, West eighty three perches to intersect the sixth line of the whole survey thence running with and bounding on the said line as follows South twenty five degrees fifteen minutes East one hundred and eighty six perches thence North seventy two degrees fifteen minutes East fifty five and a quater perches to the beginning containing Eighty eight acres of land more or less. [Being the same piece or parcel of land which by Indenture bearing even date herewith perfected before the execution hereof and recorded or intended to be recorded among the Land Records of Anne Arundel County was granted and conveyed by Lemuel Bourke above named to The Patapsco Company aforesaid and its assigns in fee simple].

Together with the buildings and improvements thereupon erected made or being and the rights roads ways waters privileges appurtenances and advantages to the same belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and all the estate and interest right title use trust claim and demand whatsoever both at law and in equity of the said party hereto

of the first part in unto and out of said described property and premises.

To Have and to Hold the Land and premises above described and hereby mentioned to be granted and conveyed with the appurtenances unto the said Lemuel Bourke his heirs and assigns to the proper use and behoof of the said Lemuel Bourke his heirs and assigns for ever.

Provided always and these presents are upon this condition and it is hereby declared to be the true intent and meaning hereof and of the parties hereunto that if "The Patapsco Company" aforesaid or its assigns do and shall well and truly pay or cause to be paid unto the said Lemuel Bourke his executors administrators or assigns at or before the expiration of one year from the of these presents the sum of one thousand four hundred and sixty six dollars and sixty seven Cents and at or before the Expiration of two years from the day of the date of these presents the further sum of one thousand four hundred and sixty six Dollars and sixty seven Cents making together and in the whole the aforesaid sum of two thousand nine hundred and thirty three Dollars and thirty four Cents and do and shall in the meantime pay semiannually the legal interest thereon accounting from the date of these presents and do and shall perform the covenants herein contained on the part of "The Patapsco Company aforesaid and its assigns to be performed then and in those events this Indenture and every clause matter and thing herein contained shall cease determine and be absolutely void any thing herein contained to the contrary thereof in any wise notwithstanding.-

And The Patapsco Company aforesaid for itself and its assigns doth hereby covenant with the said Lemuel Bourke his executors administrators and assigns well and truly to pay the mortgage debt and interest hereby mentioned to be secured and all taxes and assessments thereon and on the property and premises hereby mortgaged when and as the same shall be legally demandable.-

And it is declared to be the agreement of the parties hereto that until default be made in the premises it shall be lawful for The Patapsco Company aforesaid and its assigns to hold and enjoy the property and premises hereby mortgaged and the income thereof to receive and to apply to its and their own use—

And this Indenture further witnesseth that The Patapsco Company aforesaid hath constituted and appointed and doth hereby constitute and appoint Rezin Hammond to be its true and lawful attorney and for it and in its name and as its act and deed to acknowledge these presents before any person or persons having authority by the laws of the State of Maryland to take the said acknowledgment in order that this Indenture may be duly recorded.

In Witness Whereof The Patapsco Company aforesaid hath caused these presents to be sealed with its Corporate seal and Josias Pennington President of the said Corporation hath subscribed his name hereto on the day and year first herein written.

Signed Sealed and Delivered
in the presence of
Wm. Schley.
Geo. W. Hughes,

J. Pennington (Seal)
Pres't of the Patapsco Co.

State of Maryland Anne Arundel County: To wit.

Be it remembered and it is hereby certified that on this third day of October in the year of our Lord eighteen hundred and fifty three before the Subscribers two Justices of the Peace of the State of Maryland in and for Anne Arundel County aforesaid personally appears Rezin Hammond he being known to us of our own knowledge to be the person who is named and described as and professing to be the Attorney appointed in and by the Letter or Power of Attorney contained in the foregoing Deed or Indenture and by virtue of the power and authority thereby granted doth acknowledge the said Indenture or Instrument of Writing to be the act and deed of the Patapsco Company the party of the first part thereto and now at the same time before us personally appears also Lemuel Bourke the within named Mortgagee and made oath in

due form of law that the consideration set forth in the within Mortgage is true and bona fide as therein set forth.

In Testimony whereof we hereunto subscribe our names on the day and year aforesaid

Wm. H. Dorsey
Wm. Hawkins.

I hereby certify I this day received One dollar and fifty cents for Stamp Duty on this Instrument of writing agreeably to the Act of Assembly of December Session 1846 Chap 61 Given under my hand this 23 day of October 1853.

N. H. Green Clk C. C.
for A. A. County

Received the 23rd day of October 1853 to be recorded same day, recorded in Liber N. H. G. No 2. folio 493 &c one of the Land Record Books of Anne Arundel County, and Examined by

N. H. Green Clk.

Exhibit W. C. P.

This Indenture made this thirtieth day of November in the year of our Lord Eighteen hundred and fifty five between The Patapsco Company a Corporation duly incorporated by the Laws of the State of Maryland of the first part and William C. Pennington of the City of Baltimore and State of Maryland Trustee as hereinafter declared of the second part; Whereas The Patapsco Company aforesaid is indebted to numerous persons on divers accounts and is desirous to provide for a just payment of its debts. And Whereas at a General Meeting of the Stockholders of said Company held on the 27th day of September A. D. 1855 it was Resolved that the President and Directors of this Company be directed to make such arrangements with the Creditors of this Company as in their judgement they may think necessary & may find practicable to prevent a sacrifice of the Property of the Company; and if they shall fail to make such arrangements then that they are requested to convey the property of this

Company to such Trustee as they may select in trust for the payment of the debts of this Company without priority or preference except as such priority may now exist; and to divide the surplus (after payment of such commissions as may be reasonable and all expenses of the trust) amongst the Stockholders pro rata, And Whereas the President and Directors aforesaid having failed to make such arrangements with the Creditors as were contemplated by the said Resolution, did determine and resolve: at a Meeting of the President and Board of Directors of the said Company held on the twenty eighth day of November A.D. 1855 that all the property of the said Company real and personal should be conveyed and assigned to the said William C. Pennington as Trustee with power and upon trust to sell the same in such manner and on such terms and at such times as he might deem most expedient and advantageous, with the view that the proceeds of such sale or sales should be applied to the payment of the debts of the Company in the mode contemplated by the first above mentioned resolution and did authorize and direct that this Deed should be with the Corporate seal of the said Corporation, and be signed by the President of this Company and should be acknowledged by the Attorney hereinafter appointed, and be delivered as the act and Deed of the said Corporation. Now Therefore This Indenture Witnesses that for and in consideration of the premises and of the sum of one dollar paid to the said party of the first part by the said party of the second part hereto, the receipt whereof is hereby acknowledged The Patapsco Company aforesaid hath granted bargained and sold assigned transferred and conveyed, and does by these presents grant bargain and sell assign transfer and convey unto the said William C. Pennington his heirs representatives and assigns All and singular the property and effects real and personal whatsoever and wherever situate now owned and held by the Patapsco Company aforesaid in severally or jointly or in common with others or to which said Company has any right or claim legal or equitable in possession reversion or remainder together

with all and singular the improvements rights privileges advantages and appurtenances in any manner belonging to the same or any part thereof and all easements and hereditaments thereto belonging or therewith has used or exercised, and all the right title and interest legal and equitable of the Patapsco Company aforesaid therein and thereto, To Have and To Hold the aforesaid property and effects with the appurtenances easements and hereditaments aforesaid unto and to the use of the said William C. Pennington his heirs and assigns as to the real property before mentioned and hereby intended to be conveyed, and to the said William C. Pennington his Executors administrators and assigns as to the personal property before mentioned. In Trust and Confidence nevertheless, and with full power and authority to the said William C. Pennington his heirs Executors administrators and assigns respectively to sell and dispose of the same and every part thereof in such manner and at such times and upon such terms as he shall deem most expedient and advantageous and out of the proceeds of such sale or sales to pay all the debts of the Patapsco Company aforesaid without priority or preference except such as by Law may now exist, and after payment to himself as Trustee a reasonable Commission for his services and all necessary expenses which may attend the proper Execution of the Trust to divide the Surplus if any among the stockholders of the Patapsco Company aforesaid their respective Executors administrators and assigns pro rata, according to the number of Shares of the Capital Stock of said Company held by them respectively. And this Indenture further Witnesses that the Patapsco Company aforesaid does by these presents constitute and appoint John T. Ehlen of said City the Secretary of said Company to be its true and lawful attorney for it and in its name place and stead, and as its act and deed to acknowledge this Indenture before any person authorized by the Laws of the State of Maryland to take such acknowledgments in order that this Indenture may be recorded. In Testimony whereof William George Nudd Esquire President of the Patapsco Company

aforesaid has hereto set his hand and caused the Corporate seal of said Company to be hereto affixed on the day and year first above written.

Signed sealed and delivered in presence of

Wm. H. Bayzand

Wm. George Read Pres't
Patapsco Co (Seal)

At the foot of the aforegoing was thus written to wit.

State of Maryland, City of Baltimore to wit.

Be it remembered and it is hereby certified that on this thirtieth day of November A.D. 1855 before the subscriber a Justice of the Peace of said State in and for said City personally appeared John F. Ehlen known to me personally of my own knowledge to be the person who is named and described in the power of Attorney contained in the foregoing Indenture, and professing to be such person and acknowledged the said Indenture to be the act and Deed of the Patapsco Company the party of the first part hereto. And at the same time also personally appeared before me William C. Pennington the within named Grantee and made oath in due form of Law that the Consideration in said Indenture or Instrument of writing expressed is true and bona fide as therein set forth.

Wm. H. Bayzand.

State of Maryland Baltimore City Sc.

I hereby certify that Wm. H. Bayzand Esquire before whom the annexed acknowledgment and affidavit were made and who has thereto subscribed his name, was at the time of so doing a Justice of the peace of the State of Maryland in and for the City of Baltimore duly commissioned and sworn.

(Seal)

In Testimony whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City this 30th day of November A.D. 1855

Edward Dorsing Clerk of

the Superior Court of Baltimore City.

State of Maryland, Anne Arundel County Set

Be it remembered and it is hereby certified that on this first day of December in the year 1855 before the Subscriber a Justice of the Peace of said State in and for said County personally appeared John F. Ehlen personally known of my own knowledge to me to be the person who is named and described in the foregoing Power of Attorney contained in the above Indenture or Instrument of writing and professing to be such person and acknowledged the same to be the act and deed of the Patapsco Company the party of the first part thereto; and at the same time also personally appeared before me William C. Pennington the within named Grantee and made oath in due form of Law that the consideration therein expressed is true and bona fide as therein set forth. In witness whereof I have hereto subscribed my name; on the day and year aforesaid.

Nelson Phelps.

I hereby certify I this day received One Dollar for Stamp Duty on this Instrument of writing agreeably to the Act of Assembly of December Session 1846 Chapter 61. Given under my hand this 6th day of December 1855.

N. H. Green Clk C.C. for Anne Arundel County.

Recorded the 6th day of December 1855.

State of Maryland

Anne Arundel County, to wit.

I hereby Certify that the aforegoing is a true copy taken from Liber N. H. G No 5 folio 148 &c one of the Land Record Books of Anne Arundel County.

Seal

In Testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 13th day of May 1856

N. H. Green Clk

And afterwards to wit on the 19 day of July 1856 the Judge passed his Decree in said Cause in the words following to wit.

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Samuel Burke
vs
The Patapsco Company and
Wm. C. Pennington.

In Equity
Circuit Court for Anne
Arundel County
April Term 1856

This case standing ready for hearing and having been submitted, the bill, answers and all the other proceedings were by the Court here read and considered.

Whereupon it is, on this 19th day of July in the year 1856 by Nicholas Brewer, Circuit Judge and by the authority of this Court adjudged, ordered and decreed, that unless the Defendants shall, on or before the nineteenth day of August next, pay, or bring into this Court to be paid unto the Complainant the sum of one thousand four hundred and sixty six dollars and sixty seven cents, with interest thereon from the third day of October eighteen hundred and fifty five until paid, or brought in as aforesaid, together with the Complainants costs of suit to be taxed by the Clerk; the mortgaged premises in the proceedings mentioned in so much thereof as may be necessary for the purpose be sold. That Alexander Randall and Alex. B. Wagner be and, they are hereby appointed trustees to make said sale, and that the course and manner of their proceedings be as follows: ~~they~~ shall first file with the clerk of this court, a bond to the State of Maryland, executed by themselves, with a surety or sureties to be approved by the County Judge or Clerk in the penalty of five thousand dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future order or decree in the premises: they shall then proceed to make said sale, having at first given at least three weeks previous notice inserted in some newspapers or papers published at the City of Annapolis and such other notice as they may think proper, of the time, place manner and terms of sale, which terms shall be as follows: One third part of the purchase money to be paid in cash, on the day of sale, or of the final ratification thereof by this Court, and the residue thereof in two equal instalments, at one and two years

from the day of sale, the whole to bear interest from the day of sale, and to be secured by the bonds of the purchasers satisfactory endorsed. And as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by the Court, and on the payment of the whole purchase money, (and not before) the said Trustees, by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property to him, her or them sold free, clear and discharged of all claim of the parties to this cause, and of any person or persons claiming by, from or under them, or any of them, and the said Trustees shall bring into this Court the money arising on such sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this court, after deducting therefrom the costs of this suit, and such commission to the said Trustees as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith they shall appear to have discharged this trust.

Nicholas Brewer
Circuit Judge.

And afterwards to wit on the 15th of August the Trustees filed in Court here their Bond which being approved in the words following to wit.

Know all men by these presents that we Alexander Randall, Alexander B. Wagner and John Randall, all of Anne Arundel County in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of four thousand dollars, current money, to be paid to the said State or its certain Attorney; to which payment well and truly to be made

and done, we bind ourselves, and each of us, our and each of our, heirs executors, and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this fifteenth day of August eighteen hundred and fifty six.

Whereas by a Decree of the Circuit Court for Anne Arundel County, passed the nineteenth day of July eighteen hundred and fifty six, in a cause therein, between Lemuel Bourke Complainant and The Patapsco Company and William C. Pennington Defendants, the above bounden Alexander Randall and Alexander B. Hagner have been appointed Trustees to make sale of certain real Estate in the proceedings in said cause mentioned.

Now the Condition of the above obligation is such that if the above bounden Alexander Randall and Alexander B. Hagner, do and shall, well and faithfully perform the trust reposed in them by the said Decree in the premises, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed Sealed and delivered in presence of Philip R. Forbes	A. Randall (Seal) A.B. Hagner (Seal) John Randall (Seal)

Filed 15 August 1856 and approved

A. D. Green Clk

I believe the Surety to this Bond to be sufficient

Frank H. Stockett
Solicitor.

Afterwards to wit on the 14th day May 1857 there was filed in said cause the following order.

Lemuel Bourke vs The Patapsco Company & William C. Pennington	In Equity Circuit Court for Anne Arundel County

Mr Green

Enter the Decree in this cause

Satisfied

Randall and Hagner.
Compts Solicitor
1st Nov 1856.

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BDI

16/248

July Term 1856

Maryland, Anne Arundel County To wit.

At a Circuit Court of the Second Judicial Circuit of the State of Maryland begun and held at the City of Annapolis and for Anne Arundel County aforesaid sitting as a Court of Equity on the third Monday of July being the 21st day of the same month in the year of our Lord one thousand Eight hundred and fifty six.

Present

The Honorable, Nicholas Brewer. Judge
N. H. Green Clk.

Among others were the following proceedings to wit.

Wm. H. Surton and Stephen L. Lee
vs
Elizabeth Bell admx of Ezekiel E. Bell, Richard H. Bell, John Thomas Bell, Mary Catharine Bell and Henry Clay Bell,

Be it remembered that heretofore to wit on the 15th of May 1856 came, Wm. H. Surton and Stephen L. Lee by Randall & Magna their Solicitors in the Circuit Court for Anne Arundel County sitting in Equity and Exhibited in said Court their Bill of Complaint against Elizabeth Bell admx of Ezekiel E. Bell, Richard H. Bell, John Thomas Bell, Mary Catharine Bell, and Henry Clay Bell, in the words following to wit.

To The Honorable Nicholas Brewer, Judge of the Circuit Court for Anne Arundel County, sitting in Equity.

The Bill of Complaint of William H. Surton and Stephen L. Lee of Anne Arundel County, who sue as well for themselves as for all other the creditors of Ezekiel E. Bell late of said County deceased, who will come in and contribute to depray the expenses, of this suit, respectfully represent unto your Honor.

That heretofore on the twenty fifth day of April eighteen hundred and fifty five, the said Ezekiel E. Bell, being seized of two parcels lying in said County, and being desirous of securing

Your Orators for all loss by reason of their endorsement upon a note for one thousand dollars, discounted that day by the President, Directors and Company of the Farmers Bank of Maryland, as well as for all renewals thereof or substitutes therefor, did by his deed of that date, convey the said parcels of land to your Orators, to which said deed there is a condition annexed, that it be void on payment by the said Bell of the said sum of money to the said Bank, together with all expenses and costs to be incurred by reason of renewals or substitutes accepted by the said Bank, for the said note, and upon the indemnification of your Orators on account of all losses and expenses, growing out of their suretyship as aforesaid, all which will more fully appear by reference to the said deed herewith filed marked exhibit A. which with their other exhibits, they pray may be considered as part of their Bill of Complaint.

They further charge, that the said note was twice renewed, with the names of the original parties thereto, and that the last renewal was on the thirty first of December last, for four months, and that before the ~~last~~ renewal became due, the said Ezekiel E. Bell departed this life, intestate so that when the said note became due, on the third day of May instant, there being no fund of the said Bell in the Bank for its payment, and his representatives not having the money to pay the same, it was paid by your Orators as will appear by the said note herewith filed marked Exhibit B. and the certificate of N. Hammond Esq: Cashier thereto appended

They charge that the said Bell being so seized of the said Realty, and of certain other interests in real Estate, and of small personal Estate, and being largely indebted unto divers other persons besides your Orators in large sums of money, departed this life intestate, leaving surviving him his Widow Elizabeth, and the following five children, who are infants of tender age, his only heirs at law. viz: Richard N. John

Thomas, Mary Catharine, Henry Clay, and Ezekiel E. Bell which last child has since died an infant of very tender years.

They further charge that administrations upon all and singular the personal Estate of the said Ezekiel E. Bell hath been granted by the Orphans Court of the said county to the said Elizabeth, who hath proceeded to the settlement of the said Estate: And they are informed and believe, and so charge that the said personal Estate is altogether insufficient for the payment of the debts of the said Ezekiel and they are advised that they are entitled to have the said Realty sold for that purpose.

To the end therefore (in as much as your Orators are remediless in the premises except by the aid of your Honor) that the defendants herein after named may answer the premises as fully as if the same were herein repeated, and they specially interrogated thereto, and to the end that the said Land may be sold by a Trustee, under the Decree of this Court; and that Your Orators may have such other and further relief in the premises as their cause and Equity may require,

May it please Your Honor to grant unto Your Orators the State writ of Subpoena against the said Elizabeth Bell. Richard H. Bell. John Thomas Bell, Mary Catharine Bell, and Henry Clay Bell, of Anne Arundel County summoning them to be and appear in this Court by a certain day to be therein named, to answer the premises, and show cause if any they have, Why a decree should not pass as prayed. And as in duty &c.

Randall & Wagner
for Complt.

Exhibit A

This Indenture made this 25th day of April, Eighteen hundred and fifty five, between Ezekiel E. Bell, of Anne Arundel County in the State of Maryland, of the first part, and Stephen L. Lee and William H. Surton of the State and County aforesaid

of the other part.

Whereas the said Parties hereto of the second part, have this day become securities for the said Bell, upon a joint and several note, for one thousand dollars, at four months, dated this day, which note is to be discounted to day by the President, Directors and Company of the Farmers Bank of Maryland for the benefit of the said Bell, and which note is proposed to be renewed by similar notes until the same shall become payable to the said Bank, at the expiration of one year from the date of these presents, when the same is to be paid in full by the said Bell and Whereas the said Bell is willing to execute these presents, in order to secure the said Sureties from all risk of loss by reason of their said Endorsements.

Now This Indenture Witnesseth that the said Ezekiel E. Bell, for and in consideration of the premises aforesaid, and for and in consideration of the further sum of five dollars, to him in hand paid by the said Lee and Surton, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, aliened, enfeoffed and confirmed, and by these presents doth grant, bargain and sell, alien, enfeoff and confirm unto the said Stephen L. Lee and William H. Surton, their heirs and assigns, all those parts of a tract or parcel of land, lying in the Second Election District of the said County, called and known as part of a Tract of Land called and known as "The Vineyard," one of the said parcels of land lying on Round Bay in said District, called and known as "Narrow Neck" containing about fifty one and a half acres, and the other parcel containing about one hundred and eighty seven more or less, as appears by reference to a plat and survey of the same made by John Durall Surveyor of said County in September eighteen hundred and fifty three, and both which parcels of land were by him purchased from Mrs Juliana Iglehart. With every the appurtenances

To Have and To Hold, the said parts of tracts or parcels of land with every the appurtenances, unto the said Stephen L. Lee and William H. Surton, their heirs and assigns, to and for their own use and behoof, according to the purport, true intent and meaning of these presents—

Provided always, and these presents and every matter and thing herein contained is upon the express condition, that if the said Ezekiel E. Bell, his heirs, executors, and administrators, shall and do, well and truly pay the said sum of one thousand dollars to the said Bank; then the same shall become payable, and shall well and truly take up and renew the said note and the several substitutes therefor and renewals thereof which may be required (the said note being duly stamped according to law) and shall well and truly save harmless and protect the said Lee and Surton for all loss and damage by reason of their said securityships, and shall well and truly indemnify and pay unto the said Lee and Surton, their administrators or executors any money, and all damages they may incur by reason of their securityships for him, then, and in that event, these presents and every matter and thing herein contained, shall cease and be utterly null and void, otherwise to be and remain of full force and virtue in law.

In Witness whereof the said Ezekiel E. Bell, the party Grantee herein, hath hereunto set his hand and affixed his seal the day and year first herein before mentioned &c

Signed Sealed and delivered in presence of Samuel E. Durall.

E. E. Bell (Seal)

Maryland. Anne Arundel County. Set.

Be it remembered, that on this 23th day of April, eighteen hundred and fifty five, before the Subscriber, a Justice of the peace

in and for the State and County aforesaid, personally appeared Ezekiel E. Bell the party Grantor in the aforegoing Deed of Mortgage, and acknowledged the same to be his act and deed for the purposes therein mentioned.

And I do hereby certify that I am satisfied of my own knowledge, that Ezekiel E. Bell, the person making this acknowledgment is the person named and described and professing to be the party Grantor therein.

And at the same time, personally appeared before me, Stephen L. Lee and William H. Surton, the parties Grantees therein, and made oath, that the consideration named in the said deed is true and bona fide as therein set forth.

Acknowledged and sworn before & certified by
Saml. E. Duvall J. P.

Received the 26th day of April 1853
to be recorded same day, recorded in Liber N. H. G. No 4, folio 427 &c one of the Land Record Books of Anne Arundel County

and Examined by
N. H. Green Clk.

Exhibit B. referred to in the Bill is not among the papers being lost.

And thereupon a writ of Subpoena was accordingly issued against the said defendants returnable at the next Court to wit, July Term 1856.

Afterwards to wit on the 24th of May 1856 Elizabeth Bell admx of Ezekiel E. Bell filed in said Cause her answer to the Bill of Complaint in the words following to wit.

To The Honorable Nicholas Brewer, Judge of the Circuit Court for Anne Arundel County. Sitting in Equity.

The separate answer of Elizabeth Bell, of said County, to the Bill of Complaint of William H. Surton and Stephen L. Lee, against this defendant and others, in this Court exhibited.

This respondent for answer to so much of the said Bill, as she is advised she should answer unto, answering says.

That she admits that Ezekiel E. Bell her late husband is dead, that he died intestate, leaving Your Respondent his widow, and five infant children surviving him. viz: Richard H, John Thomas, Mary Catharine, Henry Clay, and Ezekiel E. Bell, and that the last named child has recently died, an infant. She further admits that she has been appointed Administratrix on his Estate by the Orphans Court, and has undertaken the Settlement of his personal Estate.

She believes that her husband died largely indebted, and she admits that his personal Estate will be altogether insufficient for the payment of his debts, She admits that the said Turton and Lee did endorse the note for one thousand dollars, as charged in the Bill, and that the last renewal thereof has become due and has not been paid either by the said Ezekiel in his life time, or by this Respondent as his administratrix since his death, but she has been informed that it has been paid by the said Turton and Lee. She is willing that the said Mortgaged real Estate should be sold under the decree of this Court for payment of the debts of the said Ezekiel and she assents to a Decree for that purpose. And as in duty &c

Anne Arundel County Set

On this twenty second day of May, 1856, before the Subscriber a Justice of the Peace in and for said County, personally appeared Elizabeth Bell, and made oath, that the several matters and things contained in the foregoing answer are true as therein set forth.

Sworn to before
Jno Shipley.

And the said writ of Subpoena against the defendants aforesaid was returned,

Thus endorsed to wit.

Summoned E. W. Duvall Sheriff.

And afterwards to wit on the 3 day of June 1836 a Commission was issued to Enos Shipley of Anne Arundel County to take the answer of the Infant defendants Richard N., John Thomas, Mary Catharine and Henry Clay Bell to the said bill.

And afterwards to wit on the 14 day of June 1836 the Commissioner Enos Shipley made return of said Commission with the answers of the Infant Defendants Richard N. John Thomas, Mary Catharine and Henry Clay Bell in the words following to wit.

Maryland, &c.

The State of Maryland.

To Enos Shipley of Anne Arundel County, Greeting:

Whereas, William H. Surton and Stephen L. Lee lately exhibited their Bill of Complaint before us in our Circuit Court for Anne Arundel County sitting as a Court of Equity, against Elizabeth Bell adm. of Ezekiel E. Bell, Richard N. Bell, John Thomas Bell, Mary Catharine Bell, and Henry Clay Bell.

And whereas, we have by our writ, lately commanded the said Defendants to appear before us, in our said Circuit Court for Anne Arundel County, sitting as a Court of Equity, at a certain day, to answer the said Bill of Complaint but, for as much as the said Richard N. Bell, John Thomas Bell, Mary Catharine Bell, and Henry Clay Bell, are infants under age, and cannot answer the said Bill, nor defend this suit without having a Guardian assigned in that behalf; Know ye, therefore, that we have given unto you full power and authority, in pursuance of the special order in our said Court, to assign and appoint a Guardian for the aforesaid Infants, and to take the answer of the said infants by such Guardian to the said Bill; and therefore we command you, that at such certain day and place as you shall think fit, you go to the said Defendants, if they cannot

conveniently come to you, and assign and appoint a Guardian for the aforesaid Infants, and take the answer of the said Infants, by such Guardian to the said Bill, on such Guardian's corporeal oath, upon the Holy Evangely, to be administered by you, the said answer being distinctly and plainly wrote; and when you shall have so taken the said answers, you to send the same, closed up under your seal, together with your certificate of your having assigned and appointed such Guardian as aforesaid, and this writ unto us in our said Circuit Court for Anne Arundel County, sitting as a Court of Equity.

Seal

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 3rd day of June, Anno Domini, 1836.

Test

N. H. Green Clk.

To the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County.

The undersigned respectfully returns that pursuant to the authority vested in him by the foregoing commission, he did in the presence of the infants on the Eleventh day of June in the year 1836 assign and appoint Elizabeth Bell the Guardian to the Infants in said commission named, and did take the answer of the said Infants by the said Guardian on her corporeal oath, by the undersigned administered, which answer hereto annexed, is herewith returned, together with said commission.

Witness my hand and seal, this Eleventh day of June 1836

Enos Shipley Com'r (Seal)

The answer of Richard H, John Thomas, Mary Catharine, and Henry Clay Bell, Infants, under the age of twenty one years, by Elizabeth Bell their Guardian in that behalf specially appointed, to the bill of complaint of William H. Turton and Stephen L. Lee against these Defendants and others in the Circuit Court for Anne Arundel County, sitting as a Court of Equity,

exhibited.

These Defendants answering by their Guardian aforesaid, to the said bill of Complaint, say, that they do not admit the truth of the several matters and things charged and set forth in said bill, but being infants they do not deny the same but pray that the Court will protect their interest in the premises, and they pray to be hence dimissed with their costs, and so forth.

Elizabeth her X mark Bell Guardian

The Guardian above named makes oath on the Holy Evangely of Almighty God, that the matters and things stated in the foregoing answer, are true to the best of her knowledge and belief. Sworn to before the subscriber, Commissioner for that purpose appointed.

Enos Shipley (Comr)

And on the same day a Commission was issued to the Standing Commissioners to take testimony in said Cause.

Afterwards to wit on the 7th day of July 1856, Brice. J. B. Worthington Esq. one of the Commissioners aforesaid made return of said Commission with the proceedings under the same, in the words following to wit

Maryland, &c.

The State of Maryland.

To Brice. J. B. Worthington and Nich. Bowen of Sol. of Anne Arundel county, Greeting: Know, that we have appointed you to be our Commissioner, to examine evidence in a cause depending in our Circuit Court for Anne Arundel County, Sitting as a Court of Equity, between William H. Iverton and Stephen S. Lee are Complainants and Elizabeth Bell adm of Ezekiel E. Bell, Richard N. Bell and others Defendants. We therefore require you, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this commission that at such time and place as to you shall seem convenient, you

cause to come before you all such evidence as shall be named and produced to you by either the plaintiffs or defendants; and that you examine them on their corporal oaths, to be by you administered upon the Holy Evangely of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you cause notice to be given to the parties, or their attorneys, of the execution of this commission, before you execute the same; and having reduced the depositions of the witnesses so taken by you, into writing, you send the same, with this our commission, close under your hand and seal, to us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, with all convenient speed.

Seal

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 14 day of June Anno Domini 1856.

N. H. Green Clk.

Interrogatories to be propounded to Witnesses to be produced in behalf of the Complainants

1st Do you know the parties to this suit, or either of them? If you, state which are minors

2nd Did you know Ezekiel E. Bell late of Anne Arundel County deceased? If you state when he died, whether he died intestate, and left a will, Whether he left a widow and children surviving him? If you state their names, ages, and residences.

3rd Did the said Ezekiel die seized of any Real Estate? If you state its extent, situation, and value.

4th Did the said Bell die indebted to any persons? If you state whether his personal Estate is in your Opinion sufficient to pay his debts.

5th Do you know the hand-writing of the said Ezekiel E. Bell, Wm. H. Surton, Stephen L. Lee, and Nicholas Hammond; or have you ever seen them write? If you, look at the signatures to the note now shown you marked Exhibit B

and state whether the signatures of the said Bell, Turton, Lee and Hammond signed to the said note and on the back of it, are genuine?

State also what office the said Hammond holds and held in May last?

Randall & Wagner.

At the execution of this Commission issued out of the Circuit Court for Anne Arundel County, Sitting as a Court of Equity, impowering the Commissioners therein named to take testimony in the cause in said Court pending between William H. Turton and Stephen L. Lee Complainants, and Elizabeth Bell administratrix of Ezekiel Bell and others defendants. I. Brice I. B. Worthington one of the Commissioners therein named did proceed on Saturday July the fifth eighteen hundred and fifty six at Eleven O'clock A. M. at my house in the City of Annapolis, and in the presence of A. B. Wagner Esq. to take the following depositions.

Thomas Ireland a witness of lawful age produced by the Complainants being duly sworn and examined to interrogatories herewith returned deposes and says:

To the first Interrogatory, that he does know all the parties, all the Defendants are minors except Elizabeth Bell.

To the Second Interrogatory. That he did know Ezekiel E. Bell. He died about March last intestate. He left a widow named Elizabeth, the Defendant, and five minor children viz: Richard, John Thomas, Mary C, Henry Clay, and Ezekiel E. Bell. The last named child a very young infant had since died. They all live in Anne Arundel County.

To the Third Interrogatory. That the said Ezekiel E. Bell did die seized of Real Estate. Part of it was a parcel of land which he purchased from Juliana Iglehart containing about two hundred and forty acres referred to in Exhibit A now shown witness. He also had as witness is informed an interest in a parcel of land he bought from Samuel McPherson, and

also in another parcel belonging formerly to a man named Pierce all lying in Anne Arundel County. The first named piece of land is certainly worth ten dollars per acre, if not more.

To the Fourth Interrogatory, That Bell died indebted to many persons to a considerable amount. Witness has had a good deal to do in assisting the Widow in the settlement of the personal Estate. And therefore had an opportunity of knowing much about its condition. In Witness opinion the personal estate is altogether inadequate to pay Bell's debts

To the Fifth Interrogatory, That witness knows the handwriting of Ezekiel E. Bell, he has looked at Exhibit B. and testifies that the signature of E.E. Bell thereto genuine. Mr H. Hammond has been Cashier of the Farmers Bank of Maryland for a year or more past. And is still cashier thereof.

Dr. John Redout a witness of lawful age produced on the part of the Complainants being duly sworn and examined to the fifth interrogatory the others being waived — deposes and says, That he knows the handwriting of Stephen L. Lee, and H. Hammond, and that the signatures of their names, and the endorsement on Exhibit B. are genuine. No further witness being produced and no further time being required for the production of further testimony the Commissioner aforesaid closed the said Commission and herewith returns the same under his hand and seal this seventh day of July eighteen hundred and fifty six.

Bruce S. B. Worthington Comr {Seal}

Afterwards to wit on the 22 day of August 1856 the Judge passed his Decree in said cause, in the words following to wit.

William H. Sutton and Stephen L. Lee.	In Equity
vs	Circuit Court of Anne Arundel County.
Elizabeth Bell admrx of Ezekiel E. Bell and others	July Term 1856

This Cause standing ready for hearing and having been submitted the Bill, answers and all other proceedings were by the Court read and considered.

Whereupon it is this twenty second day of August in the year Eighteen hundred and fifty six by Nicholas Brewer Circuit Judge and by the authority of this Court adjudged, ordered and decreed, that unless the Defendant Elizabeth Bell administratrix of Ezekiel. C. Bell and or the Defendants, heirs of said Bell, shall on or before the 22nd day of September next pay or bring into this Court to be paid unto the complainants the sum of one thousand dollars with interest thereon from the third day of May last until paid or brought in as aforesaid together with the Complainants costs of suit to be taxed by the Clerk, the mortgaged premises in the proceedings mentioned or so much thereof as may be required for the purpose be sold be sold for the payment of the said mortgaged debt.

That Alexander Randall and Alexander B. Hagner be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings be as follows: They shall first file a bond with the Clerk of this Court to the State of Maryland Executed by themselves with a Surety or Sureties to be approved of the Circuit Judge or the Clerk of this Court in the penalty of five thousand dollars conditioned for the faithful performance of the trust reposed in them by this decree or which may be reposed in them by any future order or decree in the premises, They shall then proceed to make sale of the said mortgaged premises having at first given at least three weeks previous notice inserted in some newspaper or papers published in the City of Annapolis and such other notice as they may think proper of the time place manner & terms of sale, which terms shall be as follows: one third of the purchase money to be paid in cash on the day of sale or the final ratification thereof by this

Court and the balance in two equal instalments at one and two years from the day of sale, the whole to bear interest from the day of sale, and to be secured by the bonds of the purchaser with sureties to be approved by the Trustees.

And as soon as may be convenient after such sale or sales, the Trustees shall return to this Court a full and particular account of the same with an affidavit of the truth thereof and of the fairness of such sale or sales annexed, And on the ratification of such sale or sales by the Court and on payment of the whole purchase money and not before, the said Trustees by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property or to his her or their heirs the property to him her or them sold, free clear and discharged of all claim of the parties to this cause, and of any person or persons claiming by from or under them or any of them, And the said Trustees shall bring into this Court the money arising on said sale or sales and the bonds which may be taken for the same to be disposed under the direction of this Court after deducting therefrom the Costs of this suit and such Commission to the said Trustees as the Court may think proper to allow on consideration of the skill attention and fidelity wherewith they shall appear to have discharged their trust.

Nicholas Brewer
Circuit Judge.

Afterwards to wit on the 24th day of September 1836 the Trustees file their Bond which being duly approved of, is in the form following to wit.

Know all men by these presents, That we Alexander Randall, and Eliza H. Randall of the City of Annapolis in the State of Maryland, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and

16
264

just sum of Five thousand dollars current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly, firmly by these presents. Sealed with our seals, and dated this twenty fourth day of September in the year eighteen hundred and fifty six.

Whereas, by a decree of the Circuit Court of Anne Arundel County, State of Maryland, bearing date on the twenty second day of August eighteen hundred and fifty six and passed in a cause in the said Court wherein William H. Burton and Stephen L. Lee are the Complainants, and Elizabeth Bell administratrix of Ezekiel E. Bell and others are the Defendants, the above bound Alexander Randall and one Alexander B. Hagner have been appointed Trustees to make sale of certain real estate in the proceedings in said cause mentioned.

Now the Condition of the above obligation is such, that if the above bounden Alexander Randall and Alexander B. Hagner do, and shall well and faithfully perform the trust reposed in them by the said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, Sealed and delivered in the presence of Kate W. Randall.

A. Randall (Seal)
Eliza H. Randall (Seal)
A. B. Hagner. (Seal)

I believe the surety to the within bond to be sufficient.

Frank. H. Stockett
Solicitor.

Approved September 25th 1856.

Nicholas Brewer
Circuit Judge.

Afterwards to wit on the 25th day of September 1856 the Trustees file in said Cause their report in the words following to wit.

To the Honorable Nicholas Brewer Circuit Judge of Anne Arundel County.

The Report of Alexander Randall and Alexander B. Hagner Trustees for the sale of the mortgaged Real Estate of Ezekiel E. Bell, under the decree of this Court passed on the 22nd day of August last in a cause wherein William H. Iverson and Stephen L. Lee were complainants, and Elizabeth Bell administratrix of said Ezekiel E. Bell and others Defendants respectfully states.

That your Trustees advertized the said Real Estate mortgaged as in the proceedings to be sold at public sale at the Court House in the City of Annapolis giving notice in said advertisement of the time place manner and terms of sale in the Maryland Republican, and Annapolis Gazette two newspapers printed in Annapolis for more than three successive weeks before the day of sale. That the said Randall did. [the said Hagner then being out of the City of Annapolis] pursuant to said notice attend at the Court House door aforesaid on Wednesday the 24th day of September instant at 12 Oclock M. and did then and there proceed to sell the said mortgaged Real Estate at public sale when Lewis Sydnings of the City of Annapolis became the highest bidder and purchaser thereof at and for the sum of nine dollars and fifty cents an acre, the purchase money whereof amounts to the sum of two thousand two hundred and sixty five dollars and seventy five cents assuming the quantity of acres to be two hundred and thirty eight acres and a half an acre. The Trustees have agreed to allow the purchaser the option to take the land at that quantity or have a survey at the Expense of the Estate to ascertain the number of acres. but the purchaser has not yet decided which he will select. The purchaser has paid on account of the Cash payment

Seven hundred and fifty five dollars and twenty five cents, A copy of the administration annexed.

A. B. Hagner A. Randall Trustee
for himself & A. B. Hagner
Trustees.

State of Maryland Anne Arundel County: Sc,
On this 25th September 1856 before me the Subscriber a Justice of the peace of the said State in and for the County aforesaid personally appeared Alexander Randall the within named Trustee and makes oath that the facts and statements in the said Report set forth are true to the best of his knowledge and belief. And that the therein reported was fairly made.

Wm Glover.

Upon which said Report the following order nisi was passed.

Circuit Court of Annearundel County, Sc

Ordered: That the sale made and Reported by Alexander Randall and Alexander B. Hagner Trustees for the sale of the mortgaged real Estate of Ezekiel. E. Bell deceased be ratified and confirmed unless cause to the contrary thereof be shown on or before the 25th day of November next provided a copy of this order be inserted in some paper printed in Annapolis once in each of three Successive weeks before the 25th day of October next.

The Report states that the land sold for $9.50 per acre.

N. H. Green Clk
Circuit Court for A. A. County

Afterwards to wit on the 10th of April 1857. Elizabeth Bell admx of Ezekiel E. Bell. Richard Green. Wm L. Dorsey and John R. Magruder filed in said Cause their petition in the words following to wit.

To The Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County Sitting in Equity.

The Petition of Elizabeth Bell, administratrix of Ezekiel E. Bell decd, of Richard Green, Wm. L. Dorsey and John R. Magruder respectfully represent unto your Honor:

That on the twenty second day of August last, Your Honor passed a Decree, directing Trustees therein named to make sale of certain real Estate left by the said Ezekiel, to discharge a mortgage thereon due to Wm. H. Surton. and Stephen L. Lee. that in accordance with this Decree the Trustees sold the said land to Lewis Lydinge for the sum of $2265.75. as will appear by reference to the Trustees Report in the said case.

They aver that the mortgage debt and expenses of sale will amount to only about $1200, or thereabouts, and that there will therefore be a considerable balance remaining in the hands of the Trustees. They aver that your Petitioner Elizabeth is the administratrix of the said Ezekiel and as such is proceeding to settle up the personal estate of her intestate. She charges that the said personal estate is wholly insufficient for the payment of her intestates debts. which amounts to a large sum and she is advised that the real Estate of the said Ezekiel is applicable in aid of the personalty for that purpose, and she prays Your Honor to pass an order, authorising the said Trustees to pay over the amount remaining in their hands after the discharge of the said mortgage and the Expenses of suit, to your petitioner Elizabeth as administratrix for the purpose of applying the same in aid of the personalty to the discharge of the debts of the said Ezekiel - or that the said Creditors may file their claims in this Court and receive dividends thereon out of the said realty. or that your Honor will do decree and order in the premises as shall best effect the object with least expenses to the estate.

Your Petitioners Richard Green, Wm. L. Dorsey and John R. Magruder respectfully state that they are creditors of the said Ezekiel -.

Your Petitioner Richard on Judgment, as appears by a copy thereof herewith filed marked No 1. Your Petitioner Wm. L. Dorsey as collector of taxes upon a tax bill herewith filed marked No 2. and Your Petitioner John. R. Magruder upon an open acct due Dr. William Brewer and assigned to your Petitioner John R. Magruder, herewith filed marked No 3. And they pray your Honor to pass such order in the premises as shall secure to Your Petitioners a participation in the balance of the said purchase money which will remain in the hands of the said Trustees after the discharge of the said mortgage debt and the costs of this cause, And your petitioner Wm. L. Dorsey is advised and so charges, that the claim No 2 which he files, being a claim for taxes and public charges is a preference claim and should first be paid in full to the exclusion of all other debts- And your petitioner Richard Green charges that he is entitled to participate with other Judgments in preference to lower grades of debts. And Your Petitioner John R. Magruder charges that the claim No 3 is for medical services rendered the intestate in his last illness and is therefore a preference claim- And they all charge that they have applied to the said Elizabeth to settle their claims as Admx but she has always said and hereby again avers that she has no fund whatsoever for the purpose unless she can procure the appropriation of the proceeds of sale hereinbefore referred to as the said personal Estate is of very small value.

They therefore pray your Honor to pass such order in the premise as to Your Honor shall seem fit and to grant them such further relief as their cause may require.

And as in duty &c

Randall & Hagner

per the Petitioners.

Exhibit No 1.

Circuit Court for Anne Arundel County.

October Term 1856.

Richard Green
vs
Elizabeth Bell admx of
Ezekiel E. Bell.

Case

Judgment for $800 Current Money. Damages and Costs. To be released on payment of $125:00 Current Money with Interest thereon from the 6th day of August 1857 and on the further sum of $125:00 Current Money with interest thereon from the 6th day of November 1857. and on the further sum of $100. Current Money with interest thereon from the 15th day of January 1856 and Costs. This Judgment to bind a proportion of assets, and future assets as they arise.

Costs $7.63.

N. H. Green.

Exhibit No. 2.

Ezekiel E. Bell Dr.

To County and Primary School Assessment for 1857, on $2563 at 49 cents, $ 12 13

12 months interest 73

State tax for 1857. 4 10

Twenty five months interest 45

$17.41

Received payment

Collector

Anne Arundel County

On this 29th day of October 1856 personally appeared before me the Subscriber a Justice of the peace of the State of Maryland in and for said County William L. Dorsey and made oath on the Holy Evangely of Almighty God, that the above account as stated is Just and true, and that he hath not received any part parcel or or other security for the same to the best of his knowledge and belief.

Wm. Glover.

Exhibit No. 3.

The Estate of Ezekiel E. Bell.

To Wm. Weaver Jr — — — Dr.

6
270

Feby 7th
1856

To medical attendence from the 7th day February to the 14th day of March 1856 $45.00

Anne Arundel County

On this 19th day of May 1856 personally appeared Dr. William Brewer before me the subscriber Register of Wills of said County and made oath in due form of law that the above account is just and true as stated and that he hath not received any part or parcel of said account or any security or satisfaction for the same.

Sworn before
Benj. E. Gantt
Reg of Wills
A. A. Coty.

Will pay when paid
Benj. E. Gantt
Reg Wills
A. A. Coty

Annapolis Jan. 7th 1857.

The administrators or Executors of the Estate of Ezekiel E. Bell, pay to the order of John R. Magruder Forty five dollars for value received it being the amount of my claim against said Estate.

Wm. Brewer Jr.

Afterwards to wit on the 20th april 1857, the Judge passed in said cause a final order of ratification of sale as follows.

Circuit Court for Anne Arundel County
In Equity. April Term 1857

Ordered that the sales herein reported be and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown. Although the proper notice seems to have been given. The Trustees are allowed the usual commissions and for their expenses the sum of $15.25

Nicho Brewer Circuit Judge.
April 20th 1857.

Afterwards to wit on the 23rd of April 1857 W. W. Glenn & others file in said Cause their Petition in the words following to wit.

Stephen L. Lee and William H. Surton. vs Elizabeth Bell executrix and Widow of Ezekiel E. Bell & others,	In the Circuit Court for Anne Arundel County

In the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County.

The Petition of Henrietta R. Glenn, William W. Glenn and John Glenn Executors of John Glenn deceased humbly shows unto your Honor,

That heretofore on or about the twenty second of August last a decree was passed in this case for the sale of Certain Mortgaged property of Ezekiel E. Bell. deceased to pay the Mortgage claim of the Complainant amounting to upwards of one thousand dollars and that a sale thereof was accordingly made on or about the twenty fourth of last September for upwards of two thousand dollars.

And your petitioners further show unto your Honor that at the time of his death the said Ezekiel E. Bell was indebted to your petitioners on a judgment a short copy whereof is herewith filed marked Exhibit W.W.G. and to other persons for whom as well as for your petitioners this petition is filed, and that the said Bell did not have personal Estate sufficient for the payment of his debts. The said Bell left the defendants Elizabeth Bell his widow who has since administered on his Estate and the other defendants Richard H. Bell. John Thomas Bell. Mary Catharine Bell. Henry Tolay Bell. and Ezekiel E. Bell his children and heirs at law. of whom the said Ezekiel is since deceased an infant without issue

Your Petitioners have been

advised and so insist that they are entitled to have the residue of the net proceeds of sale applied to the payment of the debts of the said Bell according to their legal priorities and also to an account from the administratrix of the personal Estate of her intestate and the same applied in the same way.

Your petitioners therefore pray that the said purchase money be applied to the payment of the said debts after an account of the said personal Estate and that your Honor will grant unto them such relief as may seem reasonable in the premises.

And as in duty bound they will ever pray. &c

Cornelius McLean
Sol for Petitioners.

As Solicitor for the defendants in this case I admit the facts therein stated.

A. B. Wagner
Solicitor.

And on the day the Judge passed upon said Petition the following order.

Circuit Court for Anne Arundel County
23rd April 1857.

Ordered on the aforegoing petition that the residue of the net proceeds of sale be applied to the payment of the debts of Ezekiel E. Bell deceased as therein prayed. And that the said Elizabeth Bell as administratrix account with the petitioner and others of and concerning the personal estate of the said Ezekiel. The Trustees are directed to give notice to his creditors to file their claims with the vouchers in support thereof in the Clerks office of this Court on or before the third Monday of June next. The application of the net proceeds as above ordered is to be subject to the said Elizabeth rights as widow whatever they may turn out to be.

The right of the defendants to except to any of the claims: including that of the petitioners herewith filed to any account allowing the

Same

Nicholas Brewer
Circuit Judge.

Afterwards to wit on the 1st December 1857. The Auditor files in said Cause his Report and account together with a Statement of Claims, in the words following to wit.

Stephen L. Lee and William H. Surton
vs
Elizabeth Bell extx of Ezekiel E. Bell and others.

Circuit Court for Anne Arundel County.
In Equity
November 20th 1856.

The Auditor reports to the Hon Nicholas Brewer Circuit Judge of said Court that he has examined the proceedings in the above cause and thereupon prepared a Statement of claims and stated an account between the real estate of Ezekiel E. Bell and the Trustees for the sale thereof which are herewith submitted: that the claims embraced in said statement are duly proved and passed by the Orphans Court of Anne Arundel County excepting such as are herein after objected to; that claim No. 2 is a judgt against said Bell, John Lockerd and James E. Crangle and there is no proof of the insolvency of his co-defendants, or other evidence showing that the estate of said Bell should be held responsible for more than one third thereof; that claim No. 20 is based on the Joint and several promissory note of said Bell, J. A. Phelps and J. Wesley Whitington and is liable to the same objection as No. 2, but it appears from a credit upon said note that the said Bell has already paid two thirds of the amount originally due thereon, from which it may be reasonably inferred that he was the principal upon said note and the other parties named sureties only.

And further reports that in said account the proceeds of sale have been applied to the payment to the Trustees of their commissions, one tenth being first deducted and assigned the

State of their expenses of the Complainants costs of suit, and the net proceeds as follows: 1st to the payment in full of claims No. 3. 4. & 5; the same being for taxes due on said real estate, 2nd to the payment in full of claim No. 2 subject to the objection as above. 3rd to the payment in full of the mortgage debt of the Complainants; and 4th in due proportions to the payment in part of claims No. 6. 7. 8 they being next in priority.

The Auditor further reports that the deficiency of the proceeds to pay the claims against the estate amounts to the sum of $2999.57: that no evidence has been laid before him whereupon an account of the personal estate might be stated in pursuance of the Order of Court passed April 23rd, 1857, and that no claim has been set up by the widow of said dec'd, to any part of the proceeds is respectfully submitted.

Nich's Brewer Jr Auditor.

Dr. The Real Estate of Ezekiel E. Bell, dec'd in Acct with A. Randall and A. B. Wagner Esqrs Trustees. Cr.

1856 Sep 24th	By Amount of proceeds of sale of the Real Estate of Ezekiel E. Bell dec'd, as per Trustees Report filed.			2265	75
		Dolls	Cts	2265	75
	To the Trustees for their Commissions . . .	100	96		
	Less ten per cent due the State	10	09	90	87
	To State for ten per cent on the Trustees Commissions			10	09
	To the Trustees for their Expenses as per vouchers filed			75	25
	To the Complainants for their costs of suit viz.				
	Clerks fees	23	12		
	Sheriffs fees due E. W. Duvall .	1	93		
	Cost of Guardians Commission	4	00		
	Cost of Comm.r for Testimony	7	00		
	Solicitors fee	10	00		
	Auditors fee	23	34	66	39
				2182	60

To Wm. L. Dorsey Collector as per statement of claims. Claim No. 3			17	90
To Stephen Beard Jr Collector as per Do. Claim No 4			4	29
To ——— ——— collector as per Do. Claim No. 5			15	81
To Henrietta R. Glenn, Wm. W. Glenn & John Glenn exrs of John Glenn, decd as per Do. Claim No. 2.			978	67
To William H. Surton and Stephen L. Lee as per Do. Claim No. 1			1024	00
To Andrew Flannigan in part as per Do. Claim No. 6	394	70	29	27
To Sanks & Higgin in part as per Do. Claim No. 7.	110	99	8	23
To Hugh Bolton & Co in part as per Do. Claim No. 8.	67	25	4	98
			2265	75

Statement of claims against the Real Estate of Ezekiel E. Bell, Dec.

		Dolls	cts	Dolls	cts
1856 Sep 24th	To William H. Surton and Stephen L. Lee for the amount paid by them in settlement of the promissory note of E. E. Bell William H. Surton and Stephen L. Lee, a joint and several note, the said E. E. Bell being the principal debtor therein & the said Surton and Lee his sureties the said sureties being secured by mortgage on the real estate of said Bell as per Bill of Complaint and Exhibits A & B filed — Claim No 1.	1000	00		
	Int from Apl 3rd 1856. m. 4. d. 24	24	00	1024	00
	To Henrietta R. Glenn, Wm. W. Glenn and John Glenn Exors of John Glenn decd. for their Judgt. vs E. E. Bell, John Lockerd and James E. Crangle rendered in the Crt. Ct. for A. A. Co. Jany 9th 1855				

as per Short Copy filed. Claim No 2		893	94		
Int from Jany 9th 1855	yr m day 1. 3. 22	70	33		
Costs $8.68. Do of Transcript $4.20 Do in A.A.Co. $1.27 & cost of Copy 25 cts		14	70	978	67
To William L. Dorsey Collr for County and primary School tax for 1854		12	13		
Int from Jany 1st 1855	yr m day 1. 8. 23	1	25		
For State Tax for 1854		4	10		
Int from Jany 1st 1855	yr m day 1. 8. 23		42		
As per Acct filed. Claim No 3.				17	90
To Stephen Beard Jr Collr for State tax for the year 1855 as per Acct filed Claim No 4.		4.	11		
Int from Jany 1st 1856	m day 8. 23.		18	4.	29
To Collector for State tax for 1856. Claim No 5		2	72		
County & Primary School tax for 1855 &		12	36		
Int from Jany 1st 1856	m day 8. 23		53	13	81
To Andrew Flannigan for the amt awarded him by the Decree of the District Court of the U.S. for the Maryland Dist. rendered at the Decr Term 1855 of said Court as per Decree filed. Claim No 6		312	13		
Int from Apl 1st 1855	yrs m day 1 5. 23	27	73		
Libellants Costs		31	75		
Respondents Costs		23	10	394	70
To Sanks and Higgins for the amt awarded to them by the Decree of Dist. Ct. of the U.S. for the Md Dist rendered against E. E. Bell decd at the Decr Term 1855 of said Ct. as per Decree filed Claim No 7		50	00		
Int from Octr 1st 1855	m day 11. 23	2	94		
Libellants Costs		33	35		
Respondents Costs		24	70	110	99
To Hugh Bolton and Co for the amount					

		Dolls	cts	Dolls	cts
awarded to them by the Decree of the Dist Ct of the U.S. for the Md Dist rendered against E.E. Bell at the Decr Term 1855 of said Ct as per Decree filed. Claim No 8		30.	38		
Int from July 1st 1855	yr m day 1.2.23	2.	22		
Libellants Costs		21.	65		
Respondents Costs		13.	10	67.	25
To Richard Green for his Judgt vs. Elizabeth Bell admx of Ezekiel E. Bell rendered at Oct. T. 1856 of the Cir Ct. for B.C.Co as per short copy filed Claim No 9					
1st for the sum of	$ 125.00				
Int from Aug 6th 1854.	y m day 2.1.18. 16 00	141.	00		
2nd for the sum of	$ 125.00				
Int from Nov 6th 1854	yr m day 1.10.18 14. 13	139.	13		
3rd for the sum of	$ 100.00				
Int from Jan 15th 1856	m day 8.23 7. 38	104.	38		
Costs		7.	63	392.	14
To Thomas J. Wilson for his acct vs E.E. Bell decd as per acct filed, Claim No 10		20	00		
Cost of proving and passing said claim in the Orphans Court.			22	20	22
To M. A. Mead for his acct vs. E.E. Bell as per acct filed. Claim No. 11.		192.	86		
Cr. admitted upon said acct.		52	00		
		145.	86		
Cost of proving said acct			15	146.	01
To Robert Howard & Co, for their Acct. vs said decd as per short acct filed Claim No. 12		44.	12		
Int from Sept. 18th 1855.	y m day 1.5.8.	3.	38	47.	90
To Riley and Ridgely for their acct vs said decd as per acct filed. Claim No 13				11	50
To E.S. Riley for his acct vs said decd as per acct filed. Claim No 14		6	00		
Int from Jany. 7th 1866	yr m day 1.8.13		60	6	60
To Wm Dudas for his Acct vs. E.E. Bell decd as per acct filed. Claim No 15				45.	25
To Andrew Flannigan for his acct vs said decd as per acct filed. Claim No 16		17	07		

.14
.278

Int from Feb 1st 1856	yrs day 7. 7		62	17 69
To Henry R. Hurtt for his acct. vs said decd as per acct filed. Claim No. 19		5.	00	
Cost of probat and certificate			35	5 35
To Richard H. Holland for his acct. vs said decd as per acct filed. Claim No. 18.				16 50
To Edwin Eachus for the prom. note of said decd at sixty days dated Oct 11th 1855 as per note filed. Claim No. 19.		52	91	
Int from Decr 11th 1855	m day 9 . 13.	2	50	55 41
To John F. Wilson for the joint & several note of said decd J. A. Phelps and J. Wesley Whitwright at six mos, dated Nov 15th 1854 as per note filed Claim No. 20		99	46	
Int from Novr 15, 1854 to June 15th 1855.	m 7.	3.	47	
		102.	93	
Then Cr.		60	00	
		42.	93	
Int from June 15th 1855	y. m. day 1 . 3 . 9	3.	29	46 22
To Richard Jeffrey for the prom. note of said decd at 7 mos, dated July 1st 1849. as per note filed Claim No. 21		196	00	
Int from Nov 1st 1849 to July 1st 1852	yrs m 2 . 8	31	36	
		227.	36	
Then pd as per credit in said note		34.	38	
		192.	98	
Int from July 1st 1852 to July 1st 1853,	y 1	11	58	
		204.	56	
Then pd as per credit on said note		11	58	
		192.	98	
Int from July 1st 1853 to July 1st 1854	y 1	11	58	
		204.	56	
Then paid as per Credit on said note		11	58	
		192.	98	
Int from July 1st 1854.	yrs mos days 2 . 2 . 28	25.	83	218. 81
To Richard Jeffrey for the promissory note of said decd as per note filed dated Decr 13th 1854 & payable on demand Claim No. 22		81	82	
Int from Decr 18th 1854.	yrs mos days 1 . 9 . 6	8	69	90. 51
To Richard Jeffrey for the promissory				

note of said decd dated Decr 12th 1855 & payable on demand as per note filed. Claim No. 23.	67	00		
Int from Decr 12th 1855. mos 9 .. days 12	3.	15	70.	15
To Thomas Ireland for his acct. vs said decd as per acct filed. Claim No 24	89.	78		
Int from Mar 1st 1856 mo 6 .. day 23	3.	05	92.	83
To Samuel Davis for his acct. vs. said decd as per acct filed. Claim No 25	38.	25	38.	25
To Lewis Hydings for his acct. vs. said decd as per acct filed Claim No 26	.	.	11	25
To Eliza Sewell for her acct. vs. said decd as per acct filed Claim No 27	.	.	34	00
To Ellen Aisquith for the from note of said decd. at ninety days & dated Jan 1st 1856 as per said note filed Claim No 28	152.	40		
Int from Apl 1st 1856 mos 3 .. days 23	4.	38	156	78
To John Hood for his acct vs. said decd as per acct. filed. Claim No 29	94.	00		
Int from June 3rd 1856. mos 5 days 21	4.	09	98.	09
To John K. Magruder assignee for the acct of Wm Brewer Jr vs. said decd assigned to him as per acct and assignment filed. Claim No 30	.	.	45	00
To Arthur Carter for his maj Judgt. vs. said decd rendered Mar 14th 1855 as per copy filed. Claim No 31.	9.	75		
Int from Mar 14th 1855. yr 1 .. mo 6 .. day 10		92		
Costs	1	50	12.	17
To John Smith use of Enos Shipley for the from note of said decd, at 4 mos dated Feby 26th 1856 as per note filed. Claim No 32	42.	42		
Int from June 26th 1856. mos 2 .. days 28		60	43.	02
To E. Eachus for his acct vs. said decd as per acct filed Claim No 33			4.	98
To Samuel E. Rice for his acct vs said decd as per acct filed. Claim No 34			20.	15
To Benjamin Smithcum for his acct. vs. said decd as per acct filed Claim No 35	26	22		
Int from Aug 19th 1855. yr 1 .. mo 1 .. day 5	1.	71	27.	93
To Rezin Shubritt for his acct. vs. said decd as per				

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2811

acct filed. Claim No. 36			12.	21.
To George C. Franklin for his acct vs said decd as per acct filed. Claim No. 37.			7.	63
To John Hammond for his acct. vs. said decd as per acct filed. Claim No. 38.	78.	00		
Int from July 15th 1836 yrs mos day 3 " 9.		55.	78.	55
To J. Wesley White assignee for the use of Walter vs said decd assigned to him as per acct & assignment filed. Claim No. 39.	11.	75	11.	75
To George R. Rittenhouse for his acct vs. Richard D. Philips collected by said decd in his life time as per acct and affidavit filed. Claim No. 40	21.	22.		
Int from July 30th 1833 yrs mos Da 8 " 1 " 24	3.	97	25.	19
To H. M. Hopkins for his acct vs. said decd as per acct filed. Claim No. 41	3.	00		
Int from Jany 1st 1836 mos day 7. " 24		12	3.	12
To H. H. Bush for his acct vs. said decd as per acct filed. Claim No. 42			2.	00
To J. Wesley White for his acct. vs. said decd as per acct filed. Claim No. 43.			27.	21
To Caleb Kelly & Co for their acct vs. said decd as per acct filed. Claim No. 44	32.	62		
Int from Aug 28th 1836 day 27		15.	32.	77
To J. C. Folson for his acct. vs. said decd as per acct filed Claim No. 45.	12.	00	12.	00
To R. M. Dyson for his acct. vs. said decd as per acct filed. Claim No. 46	134.	65		
Int from Jany 1st 1835 yrs mos day 1. " 8 " 23	14.	02	148.	67
To Thomas C. Brown for his acct. vs. said decd as per acct filed Claim No. 47	35.	50		
Int from Mar 1st 1836 mos day 6 " 23	1.	20	36.	70
To Thomas Watson for his acct. vs. said decd as per acct filed Claim No. 48			3.	15
To William White for his acct. vs. said decd as per acct filed. Claim No. 49	19.	27		
Int from Apl 2nd 1836 mos day 5 " 22		55	19.	99
To James Smith for his acct. vs. said decd as per acct filed. Claim No. 50			152.	90
To Samuel Sanpsar for his acct. vs. said				

decd as per acct filed. Claim No 51	9.	31		
Int from Nov 20th 1853.	mos 10	day 4.		
		46	9.	77
To Edward Hopkins for his acct vs said decd as per acct filed. Claim No 52			5.	25
To Thomas H. Knighton for his acct vs said decd as per acct filed. Claim No 53.			43.	01
To Henry Schroder for his acct vs said decd as per acct filed. Claim No 55	20.	62		
Int from May 15th 1855.	yrs 1	mos 7	day 9	
		71	22.	33
To Thomas Donaldson for his acct vs said decd as per acct filed Claim No 56			80	00
			5082.	12

Afterwards to wit on the 9th of January 1858, there was filed in said cause an affidavit of the age of Elizabeth Bell widow.

Maryland Anne Arundel County, Set.

I hereby certify that on the first day of January 1858 before the subscriber a Justice of the Peace in and for the State and County aforesaid personally appeared Philip Liney and made oath that he is acquainted with Elizabeth Bell the widow of Ezekiel Bell deceased and that during the last two years was, and is still in good health, and that she is between the ages of thirty six and seven years, to the best of his knowledge and belief.

Sworn before
Enos Shipley.

Afterwards to wit on the 23rd day of March 1858 the Auditor files in said cause the following report.

Stephen L. Lee and William H. Gurton vs Elizabeth Bell extx of Ezekiel E. Bell, & others	Circuit Court for Anne Arundel County. In Equity Feby 10th 1858.

The Auditor reports to the Hon R. Brewer Judge of the Circuit Court for Anne Arundel County In Equity that he has again examined the proceedings in the above cause at the instance of the

Solicitor of Claim No. 2. and that said claim is now properly proved and should be allowed, the objections made to said claim in his report filed December 1st 1857 having been removed by evidence filed December 12th 1857.

All of which is respectfully submitted.

Richd Brewer Jr. Auditor.

Afterwards to wit on the 13 april 1858 Elizabeth Bell by Randall and Hagner her Solicitor filed in said Cause a Petition in the words following to wit.

Turton and Lee
vs
Bell and others.

Circuit Court for Anne Arundel County. In Equity

The Petition of Elizabeth Bell Widow of Ezekiel E. Bell deceased, respectfully represents to your Honor.

That in this Cause Your Honor has passed a Decree for the sale of a certain parcel of land in said County, belonging to the deceased, which has been sold by Trustees, and the proceeds amounting to $2265.75. have been distributed by the Auditor of this Court by an acct. filed herein on the 1st day of December last. Your Petitioner charges that she has entitled to Dower in the said Real Estate and that her rights to dower were especially reserved by Your Honor in an Order passed on this 23rd day of April 1857. as per the petition of Glenn & others. But she further charges that the Auditor in his said Report & acct has made no allowance to her for her dower right therein because of the absence of proof as to the amt which she is entitled. She herewith files an affidavit showing her age and state of health and she prays your Honor to direct a proper allowance to be made to her in lieu of her dower in the said land. And as in duty &c.

Randall & Hagner
for the Pet

Maryland, Anne Arundel County
On this 13th day of April 1858
before the subscriber a Justice of the Peace in and for the State and County aforesaid personally appeared

Alex B. Wagner and made oath that he is acquainted with Elizabeth Bell, the Widow of Ezekiel E. Bell, and that she, is to the best of his knowledge between the age of 30 and 35 years of age, and that about the first of August 1856, she was and still is of good health.

Wm. Glover.

And on the same day Wm. H. Surton and Stephen L. Lee by Randall & Wagner their Solicitors and Elizabeth Bell widow of Ezekiel Bell files the following exceptions to the Auditors Report and Acct.

Surton and Lee vs Bell and others.	Circuit Court for Anne Arundel County. In Equity

The Complainants Wm. H. Surton and Stephen L. Lee, except to the Auditors Report of the 20th of November 1857, and the acct accompanying the same for the following reasons

1st. Because the Auditor has therein assigned to claim No. 2 a portion of preference over all other claims filed in the cause, whereas the said claim No. 2, is not entitled to any such priority, is not properly proved, and should not be stated in full against the Estate of the said Ezekiel E. Bell, because the said Bell was only a security thereon and there is no sufficient proof of the insolvency of the other parties thereto.

2nd. Because the Auditor has not stated the Mortgage claim No 3. as a preference claim, whereas the same is entitled to a preference over all claims filed except Nos 3.4.5. the same being a Mortgage to secure the purchase money of the land sold in the proceedings, and the Complainants having prosecuted the present suit and obtained the Decree.

3rd. And they also except to the supplemental Report of the Auditor filed on the 23rd of March 1858, because the Auditor has therein reported that claim No. 2 is fully proved against the Estate of the said Bell, whereas the same is not properly proved as stated by the Auditor.

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4th And these Exceptants require full proof of said Claim No. 2, And except to the said Report and acct, of the Auditor for other reasons good and sufficient.

5th And these Exceptants further except to the account of the Auditor, because the Decree of the 22nd August 1856, directs the real estate in this case to be sold for the payment of the mortgage debts, and the said land was sold for that purpose, thereby establishing the priority of this mortgage claim over all others.

6th Because the claimant of No. 2 concedes in their Petition of the 23rd of April 1857 that the residue of the proceeds of sale, after payment of the Mortgage debt is alone responsible for their claims.

7th Because Claim No. 1. being a special lien upon the mortgaged Real Estate sold, and there being other real Estate of Ezekiel E. Bell which has been sold and is to be sold sufficient to pay Claim No. 2 (if it is decided by the Court that it is to be paid at all) the claim No. 1 has a right to have the real assets marshalled so as to pay it in full out of the proceeds of this Mortgaged Real Estate, and to leave claim No. 2 to its general lien upon the other real Estate.

Randall & Hagner
for Exceptants

Lee and Iverson
vs.
Bell and others

Circuit Court for Anne Arundel County. In Equity

The Defendant Elizabeth Bell. Widow of Ezekiel E. Bell decd respectfully excepts to the Auditors Report and acct. filed in this case on the 20th of November 1857 for the following reasons.

1st Because the Auditor has not in said Acct, made any allowance for the Amt due this Exceptant out of the said proceeds of sale, in lieu of her dower right in said Land.

2nd For other and material errors and omissions apparent upon the face of said Account and Report.

Randall and Hagner
for Exceptant.

Afterwards to wit on the 28th day of May 1858. The Judge passed the following order upon the Petition of Elizabeth Bell filed 13 April 1858.

Circuit Court for Anne Arundel Coty
In Equity April Term 1858.

Ordered this 28th day of May 1858, that the within petition stand for hearing at the next July Term

Nich. Brewer
Circuit Judge.

Afterwards to wit on the 29th of October 1858. The Judge passed upon auditors account filed 1 Dec 1857 the following order.

In the Circuit Court for Anne Arundel County. In Equity. October Term 29th Oct 1858

Ordered that the within account of the Auditor, be and the same is hereby confirmed so far as the same relates to the Cost Commissions and claims Nos. 1.2.3.4 & 5. And the Trustees are directed to apply the proceeds of sale accordingly with the interest which has been received or may be hereafter received. The right of the widow to an allowance from the proceeds of this sale, in lieu of her dower therein, is reserved for the further order of the Court, so that she may be substituted, as she hereby is for the said claims in regard to the proceeds of sale of all other real Estate of the said Ezekiel E. Bell dec.d. This order is signed in pursuance of the consent below.

Nich. Brewer
Circuit Judge
Oct. 29th 1858.

We request the Judge to sign the above order.

Randall & Wagner — for Mrs Bell et al.
C McLean — for claim No. 2.

Afterwards to wit on the 24th day of September 1859 The Auditor files in said Cause accounts D and E together with Statement No. 2 of Claims against the Estate of E. E. Bell deceased as follows to wit.

Account D

The Real Estate of Ezekiel E. Bell decd in account. A Randall and A. B. Wagner Esqrs Trustees

The Personal Estate of same in account, Elizabeth Bell admx. of E. E. Bell decd

Cr.

	Dolls	Cts	Dolls	Cts
1858.				
Feb 23rd By this amt due the estate of Ezekiel E. Bell deceased from the real estate of John S. McPherson as per Aud's Rep & acct C in the Case of Bell vs McPherson and others			609.	76
By this amt due the estate of Ezekiel E. Bell decd from the real estate of Philip Pierce decd as per Auds Rep & Acct B. in the Case of Pierce et al vs Dorns et al.	602.	04		
By this amt due the Estate of Ezekiel E. Bell decd from the real Estate of Philip Pierce decd for taxes paid by him on said real Estate as per Acct. B. aforesaid	14.	94	616.	98
			1226.	74
By Amount in value of Personal estate of Ezekiel E. Bell decd as per answer of Elizabeth Bell admx & Exhibit therewith filed.			114.	31
			1341.	05
Dr 1858				
July 17th To the Complainants for their addl Costs of suit viz.—				
Clerks fees due & chd to Trustees	21.	42		
Costs of Survey	30.	63		
Auditors fee	18.	67	70.	72
To Elizabeth Bell for her allowance in lieu of her dower in her husbands (E. E. Bell's) interest in the real estate of Philip Pierce deceased & also in the real Estate of John S. McPherson per contra ($1127.71) viz: 1/3 thereof.			170.	96
To Same for her allowance in lieu of her dower interest in the real estate sold in the Case of Furlon & Lee vs Bell & others ($2265.75) viz 1/8 thereof			283.	22
To Andrew Flannigan as per statement No 1 of Claims. Claim No 6	397.	70		

Less amount assigned said claim in Acct A.	29.	27	365.	73
To Sanks & Riggin as per Do Claim No 7	110.	99		
Less amt assigned said claim in Acct A.	8.	23	102.	76
To Hugh Rotten & co as per Do				
Claim No 8	67.	25		
Less amt ass. said Claim in Acct A	7.	98	62.	27
To Richard Crion, as per Do				
Claim No 9	392.	14	34.	66
To Thomas S. Wilson as per Do				
Claim No 10	20	22	1.	78
To M. A. Meade as per Do				
Claim No 11	176.	01	12.	89
To Robert Howard and Co. as per Do				
Claim No 12	47.	90	4.	24
To Riley and Ridgely as per Do				
Claim No 13	11.	50	1.	01
			107.	94
To O. S. Riley as per Do Claim No 14	6.	60	.	58
To William Dadds as per Do				
Claim No 15	45.	35	4.	00
To Andrew Flannigan as per Do				
Claim No 16	17.	69	1.	56
To Henry R. Hurtt as per Do				
Claim No 17	5.	35	.	47
To Richard H. Holland as per Do				
Claim No 18	16.	50	1.	46
To Edwin Eachus as per Do				
Claim No 19	55.	41	4.	89
To Alan T. Wilson as per Do				
Claim No 20	46.	22	4.	08
To Owen Cecil assignee of Richard Jeffries as per Do Claim No 21	218.	81	19.	33
			116.	31
To Owen Cecil assignee of Richd. Jeffries as per Do Claim No 22	90.	51	7.	99
To Same assignee of same as per Do				
Claim No 23	70.	15	6.	18
To Thomas Sorland as per Do				
Claim No 24	92.	85	8.	20
To Samuel Davis as per Do				

Claim No. 25	38.	25	3.	83
To Lewis Tydeing as per Do. Claim No. 26	11.	25		99
To Eliza Sewell as per Do. Claim No. 27	34	00	3	01
To Ellen A. Aisquith as per Do. Claim No. 28	156.	78	13.	85
To John Hood as per Do. Claim No. 29	98.	09	8.	66
To John R. Magruder assignee of Wm. Brewer as per Do. Claim No. 30	45.	00	3.	98
To Arthur Carter as per Do. Claim No. 31	12.	17	1.	07
To John Smith use of Enos Shipley as per Do. Claim No. 32	43.	02	3.	80
To E. Lachus as per Do. Claim No. 33	7.	98		74
To Samuel E. Rice as per Do. Claim No. 34	20.	15	1.	78
To Benjamin Leitheim as per Do. Claim No. 35	27.	93	2.	77
To Hezin Sherbert as per Do. Claim No. 36	12.	21	1.	08
To Geo. E. Franklin as per Do. Claim No. 37	7.	63		70
To John Hammond as per Do. Claim No. 38	48.	55	4.	28
To J. Wesley White as per Do. Claim No. 39	11.	95	1.	04
To George R. Fitterhouse as per Do. Claim No. 40	25.	19	2.	23
To Henry M. Hopkins as per Do. Claim No. 41	3.	12		27
To H. H. Bush as per Do. Claim No. 42	2.	00		17
To J. Wesley White as per Do. Claim No. 43	27.	21	2.	40
To Caleb Kelly & Co as per Do. Claim No. 44	32.	97	2.	90
To Jacob C. Olson as per Do. Claim No. 45	12.	00	1.	06
			119.	94
To R. M. Dyson as per Do. Claim No. 46	148.	67	13.	13
To Thomas C. Brown as per Do. Claim No. 47	36.	70	3.	24
To Thomas Walton as per Do. Claim No. 48	3.	15		27
To William White as per Do. Claim No. 49	19.	79	1.	75
To James Smith as per Do. Claim No. 50	152.	90	13.	50
To Samuel Saupar as per Do. Claim No. 51	9.	77		86
To Edward Hopkins as per Do. Claim No. 52	5.	25		46
To Thomas H. Knighton as per Do. Claim No. 53	43.	01	3.	80
To Henry Schroeden as per Do. Claim No. 54	22.	33	1.	97

To Thomas Donaldson as per Dº Claim No 56	80.	09	7.	08
To John R. Dietz as per Statement No 2 of Claims Claim No 57	106.	95	9.	45
To Joseph Cole, Thomas A. Phelps, Richard S. Duvall, Thomas S. Wilson & Joshua Owens as per Dº Claim No 58	357.	93	31.	81
To Daniel Hart & B. G. Warfield as per Dº Claim No 59	206.	27	12 85. 18.	26 23
To The Board of Education of the Balt. Annual Conference of the Meth Epis Church as per Dº Claim No 60	112.	88	9.	93
To A. Randall & A. B. Wagner as per Dº Claim No 61	51.	09	7.	50
To Jesse Boyer as per Dº Claim No 62	108.	87	9.	62
To Same as per Dº Claim No 63	7.	72	.	41
To Thomas A. Phelps as per Dº Claim No 64	12.	82	1.	13
To N. H. Green as per Dº Claim No 65	2.	90	.	25
To E. W. Duvall as per Dº Claim No 66	1.	80	.	15
To Same as per Dº Claim No 67	1.	60	.	14
To Elizabeth Bell admx of Ezekiel E. Bell for ten per cent Commn on the value of the personalty per Contra	11.	43		
Less 10 per cent due the State	1.	14	10.	29
To the State for ten per cent on the Commn of the admx			1.	14
			1341	05

Account E

The Real Estate of Ezekiel E. Bell deceased in acct with A. Randall & A. B. Wagner Esqrs Trustees

The Personal Estate of Ezekiel E. Bell deceased in acct with Elizabeth Bell administratrix —

Cr		Dolls	Cts	Dolls	Cts
1858 July 23rd	By this amount due the estate of Ezekiel E. Bell deceased from the real Estate of John S. McPherson as per Audrs Rept & Acct C. T. H. S. in the case of Bell vs McPherson & others			525.	67
July 17th	By this amount due the estate of Ezekiel E. Bell deceased from the real estate of Philip Price decd as per Audrs Report & Acct B. in the case of Price et al vs Deems et al	602.	04		

By this amount due the estate of E. E. Bell decd from the real estate of Philip Pierce decd for taxes pd. by him upon said real estate.	17.	94	616.	98
By Amt of Personal estate as per answer of Elizabeth Bell admx & exhibits —			1145.	65
			114.	31
			1256.	96
1858 July 17th To The Complainants for their addl costs. viz.				
Clerks fees due & chd to Trustees	21.	42		
Costs of Survey	30.	63		
Auditors fee	18.	67	70.	72
To Elizabeth Bell for her allowance in lieu of her dower in her husbands interest in the real estate of Philip Pierce decd and also in that of John. S. McPherson as per contra ($1123.71) viz 1/8 thereof.			140.	96
To The same for her allowance in lieu of her dower interest in the real estate sold in the Case of Lee & Turton vs Bell ($2265.75) viz 1/8 thereof.			283.	22
To Andrew Flannigan as per Stat of Claims. Claim No 6	394.	70		
Less amt assigned said claim in Account A.	29.	27	365.	43
To Sanks and Higgin as per Do Claim No 7	110.	99		
Less amt asd said claim in Acct A.	8.	23	102.	76
To Hugh Bolton & Co as per Do Claim No 8	67.	25		
Less amt asd said Claim in Acct A.	4.	98	62.	27
To Richard Green as per Do Claim No 9	392.	17	25.	06
To Thomas J. Wilson as per Do Claim No 10	20.	22	1.	29
To M. A. Meade as per Do Claim No 11	146.	01	9.	34
To Robt. Howard & Co as per Do Claim No 12	47.	90	3.	06
To Riley & Ridgely as per Do Claim No 13	11.	50	.	73
			1067.	84
To E. S. Riley as per Do Claim No 14	6.	60	.	42
To William Dadds as per Do Claim No 15	45.	35	2.	89
To Andrew Flannigan as per Do Claim No 16	17.	69	1.	13
To Henry. N. Hurtt as per Do Claim No 17	5.	35	.	34
To Richard. H. Holland as per Do Claim No 18	16.	50	1.	05
To Edwin Eachus as per Do Claim No 19	55.	41	3.	55
To John. J. Wilson as per Do Claim No 20	46.	22	2.	96

To Owen Cecil assignee of Richard Epperis as per Do.	Claim No.	21	318.	81	14. 00
To Same assignee of same as per Do.	Claim No.	22	90.	51	5. 78
To Same assignee of Same as per Do.	Claim No.	23.	70	15	4. 48
					1101. 44
To Thomas Ireland as per Do.	Claim No.	24	92.	83	5. 93
To Samuel Davis as per Do.	Claim No.	25	38.	25	2. 45
To Lewis Tydings as per Do.	Claim No.	26	11.	25	. 92
To Eliza Sewell as per Do.	Claim No.	27	37.	00	2. 17
To Ellen A. Disquette as per Do.	Claim No.	28	156.	78	10. 02
To John Hood as per Do.	Claim No.	29	98.	09	6. 27
To John R. Magruder assignee of Wm. Brewer as per Do.	Claim No.	30	45.	00	2. 88
To Arthur Carter as per Do.	Claim No.	31	12.	17	. 77
To John Smith use of Enos Shipley as per Do.	Claim No.	32	43.	02	2. 75
To E. Eachus as per Do.	Claim No.	33	4.	98	. 31
To Samuel E. Rice as per Do.	Claim No.	34	20.	15	1. 29
To Benjamin Linthicum as per Do.	Claim No.	35	27.	98	1. 78
To Hezin Shubert as per Do.	Claim No.	36	12.	21	. 78
To George E. Franklin as per Do.	Claim No.	37	4.	63	. 29
To John Hammond as per Do.	Claim No.	38	48.	55	3. 11
To S. Wesley White as per Do.	Claim No.	39	11.	75	. 75
To George R. Ritterhouse as per Do.	Claim No.	40	25.	19	1. 61
To H. M. Hopkins as per Do.	Claim No.	41	3.	12	. 19
To H. H. Bush as per Do.	Claim No.	42	2.	00	. 12
To S. Wesley White as per Do.	Claim No.	43	27.	21	1. 74
To Caleb Kelley & Co. as per Do.	Claim No.	44	32.	79	2. 09
To S. C. Yolson as per Do.	Claim No.	45	12.	00	. 76
To N. Mayson as per Do.	Claim No.	46	148.	69	9. 50
To Thomas C. Brown as per Do.	Claim No.	47	36.	70	2. 35
To Thomas Watson as per Do.	Claim No.	48	3.	15	. 20
To William White as per Do.	Claim No.	49	19.	99	1. 26
To James Smith as per Do.	Claim No.	50	152.	90	9. 77
To Samuel Sawyer as per Do.	Claim No.	51	9.	77	. 62
To Edward Hopkins as per Do.	Claim No.	52	5.	25	. 33
To Thomas B. Knighton as per Do.	Claim No.	53	43.	01	2. 75
To Henry Schroeder as per Do.	Claim No.	55	22.	33	1. 43
To Thomas Donaldson as per Do.	Claim No.	56	80.	00	5. 11

To John R. Duty as per Statement No. 2 of claims Claim No. 57	106.	95	6.	84
To Joseph Cole, Thomas A. Phelps, Richard S. Duvall, Thomas J. Wilson & Joshua Owens as per Do. Claim No. 58	359.	93	23.	01
			1213.	39
To Daniel Hurt and B. G. Warfield as per Do. Claim No. 59	206.	24	13.	19
To The Board of Education of the Balt. Annl Conference of the Meth Epis Ch as per Do. Claim No. 60	112.	88	7.	22
To A. Randall & A. B. Wagner as per Do. Claim No. 61	51.	00	3.	26
To Joseph Boyer as per Do. Claim No. 62	108.	87	6.	96
To Same as per Do. Claim No. 63	7.	72	.	30
To Thomas A. Phelps as per Do. Claim No. 64	12.	82	.	82
To N. H. Gran as per Do. Claim No. 65	2.	90	.	18
To E. W. Duvall as per Do. Claim No. 66	1.	80	.	11
To Same as per Do. Claim No. 67	1.	60	.	10
To Elizabeth Bell admx. of Ezekiel E. Bell for 10 per cent Commn. on the value of the personal estate per contra.	11.	43		
Left 10 per cent due the state	1.	14	10.	29
To the State for ten per cent on the Commn. of the admr.			1.	14
			1256	96

Statement No. 2 of Claims against the real Estate of E. E. Bell decd.

1850 Sept 24th To Amount of Claims as per Statement No 1 of Claims.	Dolls	cts	Dolls	cts
			5082.	72
To John R. Duty for his Judgment vs. Elizabeth M. Bell admr. of Ezekiel E. Bell decd. as per short Copy filed, Claim No. 57. Int from Nov. 28th 1852: 7 yrs. 10 mos. 26 days	80.	59		
	18.	58		
Costs	7.	78	106.	95
To Joseph Cole, Thomas A. Phelps, Richard S. Duvall, Thomas J. Wilson & Joshua Owens for Amount paid by them as sureties on the Sheriffs bond of E. E. Bell on their promissory note discounted at the Farmers Bank of Maryland. Claim No. 58	359.	93	359.	93

To David Hart & Brade C. Warfield for their Judgt agt Elizabeth Bell admx of E.E. Bell decd as per short Copy filed: Claim No. 59	193.	19		
Int on $189.69 from Apl 3rd 1856 m. 3. day 21	5.	72		
Costs	7.	63	206.	24
To the Board of Education of the Balto Ann Conference of the Meth Episcopal, for the two promissory notes of E.E. Bell as per said notes affidavit & certificate filed. Claim No. 60	100.	00		
Int from Aug 1st 1854 yrs 2. m. 7. day 23	12.	88	112.	88
To A. Randall & A. B. Wagner for their acct vs. E.E. Bells' estate as per acct filed Claim No. 61	101.	00		
Cr as per mem on said acct for amt allowed as part of fee in the case Price vs Dennis	50.	00	51.	00
			3919.	72
To Seth Boyer for the joint & several bill of E.E. Bell & Enos Steffey as per said bill filed, Claim No. 62	100.	00		
Int from April 2nd 1855 y. 1. m. 5. da 22	8.	87	108.	87
To Same for his acct vs. E.E. Bell decd as per acct filed. Claim No. 63	4.	50		
Int from Jan 1st 1856. m. 8. day 24	.	22	4.	72
To Thomas A. Phelps for his acct. vs E.E. Bell as per acct filed. Claim No. 64	12.	82	12.	82
To R. H. Green for his fee bill vs. Elizabeth Bell Extx of E.E. Bell decd as per acct filed. Claim No. 65			2.	90
To E. W. Duvall Shff of A.A. Co for fee bill vs same in his hands for collection as per fee bill filed. Claim No. 66			1.	80
To E. W. Duvall Shff of A.A. Co for fee bill vs same in his hands for collection as per fee bill filed Claim No. 67			1.	60
			6042.	43
1856 Sept 24th To Amount of Claims as per Statement No. 2.			6042.	43
To John Brynn for his acct vs said decd as per acct filed Claim No. 68	111.	00		
Int from July 22nd 1856 m. 2. da 2.	1.	15	112.	15
			6154.	58

Afterwards to wit on the 27 day of July 1861 the Auditor files in said Cause his Report and account I in the words following to wit

Ezekiel E. Bell
vs
John S. McPherson, William H. Thurston & Stephen D. Lee
vs
Ezekiel E. Bell, Anne Price, et al
vs
Francis L. Deems et al

Consolidated Cases
Circuit Court
for
Anne Arundel County
In Equity
January 16th 1860

The Auditor reports to the Hon Nicholas Brewer Circuit Judge of said Court that he has again examined the proceedings in the above cause and therefrom stated a further account between the real estate of Ezekiel E. Bell decd & the Trustee for the sale thereof & the personal estate of said decd, and his administratrix which is herewith submitted marked Acct E; that Acct C of the real estate of John S. McPherson having been ratified by the order of Decr 14th 1860, Acct D has been thereby virtually ratified and accts E F H S & E rejected; that Acct E is a re-statement of Acct D with the following changes, 1st that on the Cr side of said acct, the item of $114.31 with which the admx is therein charged taken from the 1st inventy of the personal estate of said decd — has been stricken out, and the admx charged instead with the sum of $360.97 the amount of the personal estate paid into court by the admx as per her final acct; 2nd that on the Dr side of said acct the add'l costs have been allowed, claim No 39 for funeral expenses heretofore allowed a dividend now allowed in full, no commns have been allowed the admx the same been already allowed in the Orphans Ct — and a new dividend made to all the claims allowed claim No 68 having been stated & allowed since the filing of Acct D.

It is submitted that Acct E is a final acct of the Estate of said decd & should be ratified.

N. Brewer Jr
Auditor.

Account F

The Real Estate of Ezekiel E. Bell deceased in acct with A. Randall & A. B. Wagner Esqrs Trustees

The Personal Estate of Same " in acct with Elizabeth Bell admx. Cr

		Dolls	Cts	Dolls	Cts
1858 Jly 23d	By Amount due the Estate of Ezekiel E. Bell deceased from the real estate of John S. McPherson as per auditors report & Account C in the case of Bell vs McPherson and others.			609.	76
	By Amount due the Estate of said decd from the real-Estate of Philip Pierce deceased as per Audrs report & Account B. in the case of Pierce et al vs Drems et al.	602.	04		
	By Amt paid by said decd for taxes as per said last mentioned acct.	14.	94	616.	98
	By Amount of personal estate of said decd as per the first administration paid into this Court for distribution of Elizabeth Bell admx filed			360.	97
				1587.	71
1858 July 17th	To The Complainants for their addl costs as per Acct D.	Dolls	Cts	Dolls	Cts
				70.	32
	To the Compts for their further addl costs viz				
	Auditors fee for this Report			37.	00
	To Elizabeth Bell for her allowance in lieu of her dower in her husbands (E. E. Bell's) interest in the real estate of Philip Pierce deceased & also in the real estate of John S. McPherson per contra ($1127.77) viz 1/8 thereof.			170.	96
	To Same for her allowance in lieu of her dower in the real-estate sold in the case of Yurton & Lee vs Bell & others ($2265.75) viz 1/8 thereof			283.	22
	To Andrew Flannigan as per statement No 1 of Claims Claim No 6	394.	70		
	Less amt allowed said Claim in Acct A.	29.	27	365.	43
	To Sanks & Riggin as per Do Claim No 7	110.	99		
	Less Amt allowed said Claim in Acct A.	8.	23	102.	76
	To Hugh Bolton & Co as per Do Claim No 8	67.	25		

Less Amt allowed said Claim in Accts A.		7.	98	62.	27
To Richard Green as per Do	Claim No 9	392.	14	57.	95
To Thomas S. Wilson as per Do	Claim No 10	20.	22	2.	98
To M. A. Meade as per Do	Claim No 11	146.	01	21.	57
To Robert Howard & Co as per Do	Claim No 12	47.	90	7.	07
To Riley & Rigby as per Do	Claim No 13	11.	50	1.	69
To E. S. Riley as per Do	Claim No 14	6.	60	.	97
To William Dodds as per Do	Claim No 15	45.	25	6.	66
To Andrew Flannigan as per Do	Claim No 16	17.	69	2.	61
To Henry N. Hurtt as per Do	Claim No 17	5.	35	.	78
To Richard W. Holland as per Do	Claim No 18	16.	50	2.	43
To Edwin Eachus as per Do	Claim No 19	55.	41	8.	18
To John T. Wilson as per Do	Claim No 20	46	22	6.	82
To Owen Cecil assignee of Richard Jeffries as per Do	Claim No 21	218.	80	32.	34
To Same as per Do	Claim No 22	90.	51	13.	37
To Same as per Do		1110.	10	1217.	78
	Claim No 23	70.	15	10.	35
To Thomas Ireland as per Do	Claim No 24	92.	83	13.	71
To Samuel Davis as per Do	Claim No 25	38.	25	5.	64
To Lewis Sydings as per Do	Claim No 26	11.	25	1.	66
To Eliza Sewell as per Do	Claim No 27	34.	00	5.	02
To Ellen A. Disgrittt as per Do	Claim No 28	156.	78	23.	16
To John Ford as per Do	Claim No 29	98.	09	14.	49
To John R. Magruder assignee of Wm Brewer as per Do	Claim No 30	45.	00	6.	64
To Arthur Carter as per Do	Claim No 31	12.	17	1.	79
To John Smith use of Enos Shipley as per Do	Claim No 32	43.	02	6.	35
To E. Eachus as per Do	Claim No 33	4.	98	.	73
To Samuel E. Rice as per Do	Claim No 34	20.	15	2.	97
To Benjamin Leithieum as per Do	Claim No 35	27.	93	4.	12
To Hezin Shubert as per Do	Claim No 36	12.	21	1.	80
To George E. Franklin as per Do	Claim No 37	4.	63	.	61
To John Hammond as per Do	Claim No 38	48.	55	7.	16
To John W. White as per Do (in full)	Claim No 39			11.	75
		1830.	09	1335.	80
To Geo. R. Rittenhouse as per Do	Claim No 40	25.	19	3.	71
To Henry M. Hopkins as per Do	Claim No 41	3.	12	.	46
To N. H. Bush as per Do	Claim No 42	2.	00	.	29

To S. Wesley White as per Do	Claim No	43	27.	21	4.	04
To Caleb Kelly as per Do	Claim No	44	32.	77	4.	83
To Jacob C. Folson as per Do	Claim No	45	13.	00	1.	77
To N. M. Dyson as per Do	Claim No	46	148.	67	21.	97
To Thomas C. Brown as per Do	Claim No	47	36.	70	5.	38
To Thomas Watson as per Do	Claim No	48	3.	15	.	46
To William White as per Do	Claim No	49	19.	79	2.	92
To James Smith as per Do	Claim No	50	152.	90	22.	59
To Samuel Sauser as per Do	Claim No	51	9.	77	1.	44
To Edward Hopkins as per Do	Claim No	52	5.	25	.	77
To Thomas H. Knighton as per Do	Claim No	53	43.	01	6.	35
To Henry Schroeder as per Do	Claim No	55	22.	33	3.	29
To Thomas Donaldson as per Do	Claim No	56	80	00	11.	81
To John R. Ditz as per Do	Claim No	57	106.	95	15.	86
To Joseph Cole, Thomas A. Phelps, Richard S. Duvall, Thomas S. Wilson and Joshua Owens as per Do	Claim No	58	357.	93	53.	20
To Daniel Hart & B. G. Warfield as per Do	Claim No	59	206.	24	30.	53
To The Board of Education of the Balt. An Conference of the Meth Episcop Ch as per Do	Claim No	60	112.	88	16.	67
To A. Randall & A. B. Wagner as per Do	Claim No	61	51.	01	7.	53
Same Boyer as per Do	Claim No	62	108.	87	16.	08
To Same as per Do	Claim No	63	4.	72	.	69
To Thomas A. Phelps as per Do	Claim No	64	12.	82	1.	89
To H. H. Green as per Do	Claim No	65	2.	90	.	42
To E. W. Duvall as per Do	Claim No	66	1.	80	.	26
To Same as per Do	Claim No	67	1.	60	.	23
To John Bryan as per Do	Claim No	68	112.	15	16.	56
			3576.	01	1587.	71

We assent to the Ratification without delay of the Auditors Report of the 5th July 1861 with the accounts X Y & Z and Acct Y. except to Claim No 30 which is corrected in Acct X

Randall & Wagner Trustees & Solrs for Mrs Bell the widow & claims 1.6.7.8.9.11.16.17.18.21.22 23,24,28.30.32, 34, 35, 50, 53, 56, 61, 62, 63, 64, 65, 66, 67,

Frank H. Stockett for claims nos 10.15, 58, & 59.

Nicholas Brewer Jr Solr for Claims Nos, 12, 39. 42, 43, 60.

Afterwards to wit on the 5th July 1861. The Auditor files in said Cause an Interest Account in the words following to wit.

The Real Estate of Ezekiel E. Bell in account with A Randall & A. B. Hagner Esqr Trustees

1858		Dolls	Cts	Dolls	Cts
				Cr	
July 17th	By Amount of interest received as per Statement of Trustees			129.	03
	By Amount allowed in Acct F. to claim No 30 the Same having been paid before out of the personal estate.			6.	64
	By Amount of interest awarded in Acct Y in the case of Price & Deems to E. E. Bell			10.	35
				146.	02
				Dr	
1858 July 17th	To The Trustees for expenses not before allowed as per voucher filed			5.	00
	To The Complainants for their further additional Costs viz				
	Auditors fee pd by the Trustees			27.	89
	To Balance of fee due Randall & Hagner after exhausting the fund in the case of Bell vs McPherson			5.	91
	To The Trustees for their proportion of interest			35.	80
		90.	87	1.	50
	To Elizabeth Bell for her proportion of interest	424.	18	7.	96
	To William H. Yurton for his proportion of int on his claim as per Statement No 1. Claim No 1	1024.	00	16.	87
	To Henrietta R. Lunn per Do as per Do Claim No 2	978.	67	16.	12
	To Ann Flannigan as per Do Claim No 6	394.	70	6.	33
	To Sanks & Higgin as per Do Claim No 7	110.	99	1.	83
	To Hugh Bolton & Co as per Do Claim No 8	67.	25	1.	11
	To Richard Green as per Do Claim No 9	392.	14	6.	45
	To Thomas J. Wilson as per Do Claim No 10	20.	22	.	33
	To M. A. Meade as per Do Claim No 11	146.	01	2.	41
	To Robert Howard as per Do Claim No 12	47.	90	.	78
	To Riley & Ridgely as per Do Claim No 13	11.	50	.	18
	To E. J. Riley as per Do Claim No 14	6.	60	.	09

To William Dadds as per Do	Claim No 15	45.	25		.74
To Andrew Flannigan as per Do	Claim No 16	17.	69		.29
To Henry H. Hurtt as per Do	Claim No 17	5.	35		.08
To Nicho H. Holland as per Do	Claim No 18	16.	50		.27
To Edwin Eachus as per Do	Claim No 19	55.	41		.91
To John T. Wilson as per Do	Claim No 20	46.	22		.75
To Owen Cecil assignee of Richard Sappis as per Do	Claim No 21	218.	80	3.	60
To Same as per Do	Claim No 22	90.	57	1.	49
				106.	09
To Same as per Do	Claim No 23	70.	15	1.	16
To Thomas Ireland as per Do	Claim No 24	92.	83	1.	53
To Samuel Davis as per Do	Claim No 25	38.	25		.62
To Lewis Sydings as per Do	Claim No 26	11.	25		.18
To Eliza Tewell as per Do	Claim No 27	34.	00		.55
To Ellen A. Aisgrith as per Do	Claim No 28	156.	78	2.	57
To John Hood as per Do	Claim No 29	98.	09	1.	62
To John R. Magruder assignee of Wm Bower as per Do	Claim No 30	45.	00		.73
To Arthur Carter as per Do	Claim No 31	12.	17		.19
To John Smith use of Enos Shipley as per Do	Claim No 32	43.	02		.70
To E. Eachus as per Do	Claim No 33	4.	98		.08
To Samuel E. Rice as per Do	Claim No 34	20.	15		.33
To Benjamin Lentheum as per Do	Claim No 35	27.	93		.45
To Rezin Shubert as per Do	Claim No 36	12.	21		.20
To Geo. E. Franklin as per Do	Claim No 37	4.	63		.07
To John Hammond as per Do	Claim No 38	48.	55		.79
To John W. White as per Do	Claim No 39	11.	75		.19
To George R. Rittenhouse as per Do	Claim No 40	25.	19		.41
To Henry M. Hopkins as per Do	Claim No 41	3.	12		.05
To Henry H. Bush as per Do	Claim No 42	2.	00		.03
To J. Wesley White as per Do	Claim No 43	27.	21		.44
To Caleb Kelly as per Do	Claim No 44	32.	77		.53
To Jacob C. Folson as per Do				119.	48
To R. M. Dyson as per Do	Claim No 45	12.	00		.19
	Claim No 46	148.	67	2.	46
To Thomas C. Brown as per Do	Claim No 47	36.	70		.60
To Thomas Watson as per Do	Claim No 48	3.	15		.05
To William White as per Do	Claim No 49	19.	79		.32

To James Smith as per Do	Claim No. 50	152.	90	2.	54
To Samuel Sawyer as per Do	Claim No. 51	9.	77	.	16
To Edward Hopkins as per Do	Claim No. 52	5.	25	.	08
To Thomas R. Knighton as per Do	Claim No. 53	43.	01	.	70
To Henry Schroeder as per Do	Claim No. 55	22.	33	.	36
To Thomas Donaldson as per Do	Claim No. 56	80.	00	1.	32
To John R. Dietz as per Do	Claim No. 57	106.	95	1.	76
To Joseph Cole, Thomas A. Phelps, Richard H. Duvall, Thomas J. Wilson and Joshua Owens as per Do	Claim No. 58	359.	93	5.	90
To Daniel Hart and W. G. Warfield as per Do	Claim No. 59	206.	24	3.	41
To the Board of Education of the Balt. Annual Conference of the Meth. Ep Ch as per Do	Claim No. 60	112.	88	1.	86
To A. Randall and A. W. Wagner as per Do	Claim No. 61	51.	00	.	83
To Peter Boyer as per Do	Claim No. 62	105.	87	1.	79
To Same as per Do	Claim No. 63	4.	72	.	09
To Thomas A. Phelps as per Do	Claim No. 64	12.	82	.	21
To N. H. Green as per Do	Claim No. 65	2.	90	.	04
To E. W. Duvall as per Do	Claim No. 66	1.	80	.	02
To Same as per Do	Claim No. 67	1.	60	.	02
To John Boyan as per Do	Claim No. 68	112.	15	1.	85
				146.	02

Afterwards to wit on the 25th July 1861 the Judge passed upon account I the following order of ratification in part.

Circuit Court for Anne Arundel County in Equity.

July Term 1861

Ordered this 25th day of July 1861, that the Auditors Report & Acct I. (except as to Claim No. 30 which is corrected in Acct X) and also the Auditors report of July 5th 1861 and accounts X. Y. & Z. be and the same are hereby ratified & confirmed and the Trustee are directed to pay the funds distributed accordingly.

Nicholas Brewer

Circuit Judge.

Memorandum, for further Proceedings see the case of Ezekiel E. Bell against John Saml. McPherson under a Decree

passed 22nd Dec 1859 and Consolidated therewith.

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Mary A. Allen, Franklin L. Griffith & Mary E. his wife, Nicholas Brewer of Jno. and Barbara E. his wife and Sarah E. Allen.

vs

James W. Allen, Rapmore McCullough and Matilda B. his wife, Joshua Brown and Harriett M. his wife.

July Term 1856

Be it Remembered that heretofore to wit on the 4th day of October 1855 came Mary A. Allen, Franklin L. Griffith and Mary E. his wife, Nicholas Brewer of Jno and Barbara E. his wife, and Sarah E. Allen by Nicholas Brewer of Jno their Solicitor in the Circuit Court for Anne Arundel County Sitting as a Court of Equity and Exhibited in said Court their Bill of Complaint against James W. Allen, Rapmore McCullough and Matilda B. his wife, Joshua Brown and Harriett M. his wife, in the words following to wit.

To the Honorable Nicholas Brewer, Judge of the Circuit Court, for Anne Arundel County. In Equity.

The Bill of Complaint of Mary A. Allen, Franklin L. Griffith, and Mary E. his wife of Calvert County, and Nicholas Brewer of Jno. and Barbara E. his wife, and Sarah E. Allen of Anne Arundel County humbly shew, that a certain Adam G. Allen, late of Anne Arundel County deceased was seized and possessed of certain real estate lying and being in said County; and being so seized and possessed, some time in the year eighteen hundred and forty five, departed this life leaving Mary A. Allen a widow, and one of the Complainants in this bill, and the following children and heirs at law, to wit, your Complainants Mary E. Allen who has since intermarried with Franklin Louis Griffith of Calvert County and Barbara E. Allen who has since intermarried with Nicholas Brewer of Jno., and Sarah E. Allen of Anne Arundel County and the defendant James W. Allen, Matilda B. McCullough wife of Rapmore McCullough and Harriett M. Allen who has since intermarried with Joshua Brown all of Anne Arundel County and all of the said children are over twenty one years of age,

Your Orators further charge that the said Adam G. Allen before his death, on or about the fifth day of December eighteen hundred and forty five duly made and

executed his last will and testament, in writing, in which he devised to his son James W. Allen one hundred acres of land and which said devise has been fully carried into effect according to the terms and provisions specified in the said last will and testament of the said Adam Y. Miller.

Your Orators further charge, that the said Adam Y. Allen in his last will and testament aforesaid, after the devise of One hundred acres of land as aforesaid to his son James W. Allen, devises to Your Orator Mary A. Allen his wife all the residue of his real-estate together with the buildings thereunto belonging, during her unmarried or single life and in which said devise to her the said Mary A. Allen, as aforesaid, he, the said testator Adam Y. Allen, gives to and directs that his daughters, Barbara E. Allen now Barbara E. Brewer, Harriett M. Allen, now Harriett M. Brown, Mary E. Allen, now Mary E. Griffith, and Sarah E. Allen, shall jointly and in common with the said Mary A. Allen enjoy equal benefit arising from the said real Estate during their single or unmarried life, provided they continued to live with the said Mary A. Allen as one household; and if they or either of them should leave their home, the said Mary A. Allen is bound by the last will and testament aforesaid of the said Adam Y. Allen to pay to each during her unmarried or single life Thirty dollars annually, and the said Adam Y. Allen in his said last will and testament wills and directs that the said real estate devised as aforesaid to his wife Mary A. Allen and daughters aforesaid, shall after the death of the said Mary A. Allen be equally divided among his daughters Matilda B. McCullough, Barbara E. Allen, now Barbara E. Brewer, Harriett M. Allen, now Harriett M. Brown Mary E. Allen now Mary E. Griffith and Sarah E. Allen all of which will more fully and at large appear by reference being had to said last will and testament a copy of which duly authenticated is herewith filed marked Exhibit A. Y. A and which Your Orators pray may be taken as part of this their bill of Complaint.

Your Orators further charge that all the daughters of the said Adam Y. Allen mentioned in the Joint devise to the said Mary A. Allen and them, of the real estate aforesaid who were single & unmarried at the time of the death of their

father Adam G. Allen, have since married except Sarah E. Allen and that neither she, nor her mother, Mary A. Allen widow of the said Adam G. Allen live on the real estate aforesaid, but that the same is now rented out, and that the improvements thereon are old and going into rapid decay and that the said Mary A. Allen is unable to keep up the same, and that the said premises are daily deteriorating in value,

And the said Mary A. Allen one of the Complainants, and widow of the said Adam G. Allen, charges that she is fifty four years of age, and that her general health is tolerably good; and that there is nothing due or owing to the aforesaid daughters of the said Adam G. Allen, in consequence of the joint devise to her and them of the real estate as aforesaid, and that she the said Mary A. Allen has faithfully performed the obligations imposed upon her, according to the terms and provisions of the joint devise of the real estate aforesaid.

And Your Orators further charge, that it will be for the interest and advantage of all the parties concerned, that the said real-estate be sold, and the proceeds thereof distributed amongst the parties in proportion to their respective interests.

To the End Therefore that the said James W. Allen, Rezin M. Cullough, and Matilda B, his wife, Joshua Brown and Harriet M. his wife, may answer the premises; and that a decree may be passed for the sale of the aforesaid real-estate, and that the same be sold under the direction of this Court and the proceeds thereof distributed amongst the said parties in proportion to their respective interests, and that Your Orators have such further or other relief as their case may require,

May it please Your Honor to grant unto Your Orators the ~~Writ~~ of subpoena against the said James W. Allen, Rezin M. Cullough and Matilda B, his wife, Joshua Brown, and Harriet M. his wife, all of Anne Arundel County, commanding them to appear in this Court, at some certain day to be therein named, to answer the premises and abide by and perform such decree as may be passed therein, And as in duty bound &c

Nich.s Brewer of Jn.o
Sol.r for Complt.s.

Memorandum The Exhibit A. J. A. referred to in the Bill will be filed recorded with the Commission for taking Testimony.

And thereupon a writ of Subpoena was accordingly issued against the said Defendants returnable to next term of said Court to wit October Term 1855.

And the said writ of Subpoena was returned by the Sheriff of A. A. County thus endorsed

Summoned Thos. Iseland Shff.

Afterwards to wit on the 22nd day of Nov 1855 Joshua Brown and wife by Jas Boyle their Solicitor filed in said Cause their answer in the words following to wit.

The joint and separate answer of Joshua Brown and Harriet N. Brown his wife to the bill of Complaint of Mary A. Allen and others against them in the Circuit Court for Anne Arundel County in Equity exhibited.

These Defendants admit the several matters and things charged in the Complainants bill to be true and submit to such decree in the premises as may be right: And &c.

Jas Boyle. Deptt Solicitor.

Accepted without oath

N. Brewer of Jas.
Solr for Complts.

Afterwards to wit on the 19th day of December 1855, Pagmore McCullough and wife by B. J. B. Worthington their Solicitor files in said Cause their answer in the words following to wit.

To The Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County Sitting as a Court of Equity.

The joint and several answer of Pagmore MacCullough and Matilda B. McCullough his wife to the Bill of Complaint of Mary A. Allen, Louis G. Griffith and Mary E. his wife, Nicholas Brewer of Jas and Barbara E, his wife, and Sarah E. Allen against these respondents and others in this Court exhibited.

These Respondents reserving to themselves all and all manner of Exceptions to the many imperfections,

misstatements and insufficiences in the said bill, for answer nevertheless to such parts thereof as they are advised it is material for them to answer to, say that they admit the death of the said Adam T. Allen, that he did possess of the property in the said bill specified, having first made and in due form executed his last will and testament which has been duly proved, of which a correct copy has been filed with said bill marked exhibit A. T. A. These Respondents also admit that the said Adam T. Allen left a widow and Children whose names, ages, residences, and the marriages of certain of them are also correctly described in said Bill. They further admit that the real estate and the interests of the parties to this cause are correctly described, and that the said real estate has been rented out by the said Mary A. Allen, who under the will aforesaid is entitled to an estate therein during her single or unmarried life,

These Respondents further answering deny that the real estate in which they have an interest after the marriage or death of the said Mary A. Allen as aforesaid is deteriorating in value, but in fact is increasing in value, so that the interest in remainder of these respondents will be greatly promoted by suffering the same to continue as it is, and as the testator the said Adam T. Allen evidently intended that it should be, that altho the buildings may be getting out of repair, the increasing value of the land in common with all lands in its neighborhood, will more than counterbalance the deterioration resulting from the condition of the said buildings, and that by a small outlay in repairs which these respondents are willing to contribute their share with the other parties interested, this cause of deterioration may be prevented,

These Respondents further answering insist that upon a proper construction of the will of the said Adam T. Allen, it would be defeating the intention of the testator to decree a sale of said property, and to convert their respective interests of the parties into other species of property

They therefore pray that the said Bill of Complaint may be decreed to be dismissed, And as in duty &c.

Rasmor McCullough.
Matilda B. McCullough.

Afterwards to wit on the 22nd day of Jany 1856 the Judge passed an Interlocutory Decree as follows to wit.

Mary A. Allen & others vs James W. Allen & others	Circuit Court for Anne Arundel County, In Equity Jany Term 1856.

The Defendant James W. Allen having been duly summoned to appear to the Bill of Complaint and having failed to appear thereto, It is therefore this twenty second day of January in the Year Eighteen hundred and fifty six, by the authority of this Court adjudged, ordered and decreed that the Complainants are entitled to relief in the premises. But because it doth not certainly appear to what relief the Complainants are entitled, it is further adjudged and ordered, that a Commission or Commissions issue to such persons or person, as shall be named by the Complainants to take testimony, to support the allegations of the Bill.

Nicholas Brewer
Circuit Judge.

Afterwards to wit on the 19th day of April 1856 the following agreement to issue Commission was filed as follows to wit.

Mary A. Allen & others vs James W. Allen & others. No Crum	Circuit Court for Anne Arundel County. In Equity

Please issue a Commission in this case to Jonathan Pinkney.

Nicholas Brewer Of Jno
for Complt.
B. S. B. Worthington
for P. McCullough & wife.

And on the same day to wit 19th April 1856 Came the Complainants aforesaid by their Solicitor aforesaid and Caused to be entered on the Docket of the Court a General Replication to the answer of the Defendants filed in said cause

And at the same time a Commission was issued to J. Pinkney Esq to take testimony in said cause.

Afterwards to wit on the 16 Aug 1856

the Commissioner aforesaid made return of said Commission with the proceedings under the same in the words following, to wit

Commissioner's Oath,

You shall, according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of the parties, take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the Commission hereunto annexed, upon the interrogatories now, or which may hereafter, before the said Commission is closed, be produced to and left with you, by either of the said parties. So help you God.

Sworn before Wm. Glover.

Maryland, &c.

The State of Maryland

To Jonathan Pinkney of Anne Arundel County, Greeting: Know, that we have appointed you to be our Commissioner, to examine evidences in a cause depending in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, between Mary A. Allen and others Complainants and James W. Allen and others Defendants, We therefore require you, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this Commission, that at such time and place as to you shall seem convenient, you cause to come before you all such evidences as shall be named and produced to you by either the Plaintiff or Defendant; and that you examine them on their corporal oaths, to be by you administered upon the Holy Evangelys of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you cause notice to be given to the parties, or their attorneys, of the execution of this commission, before you execute the same, and having reduced the depositions of the witnesses so taken by you, into writing, you send the same, with this our Commission, close under your hand and seal; to us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, with all convenient speed.

Seal

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 19 day of April. Anno Domini 1856

Mary A. Allen and others
vs
James W. Allen and others

N. H. Green Clerk
Circuit Court for Anne Arundel County. In Equity.

Complainants Interrogatories.

1st Int. Are You acquainted with the parties to this Cause? If Yes, state which of them and how long You have known them.

2nd Int Did You know Adam T. Allen mentioned in this bill? If Yes, state whether he is living or dead, when and where he died, and whether he left a last will and testament, or died intestate.

3rd Int. Did the said Adam T. Allen leave any children? If Yes, state their names, residences and ages, and whether he left a widow.

4th Int. Did the said Adam T. Allen leave real estate? If Yes, state the situation, value and other descriptions of said land, and how long he had been in possession of said land prior to his death.

5th Int. Are You acquainted with the land and premises referred to in the Bill of Complaint? If Yes, state in whose possession and occupancy the same have been since the death of the said Adam T. Allen. state also its situation, extent and value, whether it is capable of advantageous division; if Yes in what manner, and state if You know, whether in Your opinion it would be to the interest and advantage of the said parties interested in the said land, that the same should be sold, and if You think it to their advantage state Your reasons therefor.

Nich. Brewer Jun
Solr. for Complts.

Mary A. Allen and others. vs James W. Allen and others.	In the Circuit Court for Anne Arundel County. In Equity.

By virtue of the annexed Commission to me directed empowering me to examine evidence in the above cause. I the subscriber Commissioner therein named having met on Tuesday the 5th day of August 1856 and having taken the oath annexed to the said Commission gave notice to the parties that said Commission would meet at my office in the City of Annapolis on Thursday the 7th of August at 11 Oclock. A.M.

Thursday 7th of August 1856.

The Commission met pursuant to notice.

John Duvall a witness of lawful age produced on the part of Complainants and being duly sworn

answers as follows.

To the 1st Interrogatory answers, He is acquainted with all the parties.

To the 2nd Interrogatory answers; He was acquainted with Adam J. Allen, said Allen died in Anne Arundel County in the Year 1845, and left a last will and testament.

To the 3rd Interrogatory, answers, Said Allen left a widow and children, whose names, ages, residences and marriages are all properly stated in the bill of complaint, all the parties are of full age,

To the 4th Interrogatory answers, said Allen left real estate in Anne Arundel County, the same mentioned in his will and is fully described in Exhibits Nos. 1 & 2 containing in all two hundred and eighty four and a quarter acres and is worth about twenty dollars per acre,

To the 5th Interrogatory answers, He is acquainted with said land, it has been in the possession of Mrs. Mary A Allen one of the Complainants since the death of Adam J. Allen it is a part of the same land mentioned in his answer to the 4th Interrogatory, and contains one hundred and eighty four and a quarter acres, and is worth about twenty dollars per acre, one hundred acres was devised to James W. Allen by his father and was laid off by deponent who was at the time surveyor of Anne Arundel County. He does not think said land is capable of an advantageous division, he thinks it would be to the advantage of all the parties to have the land sold, the proceeds invested or divided among them, He thinks since the death of Adam J. Allen said land has depreciated in value, and has not been as well cultivated, the buildings are in a dilapidated condition and will require a considerable sum of money to repair them, the land is depreciating in value under its present management.

James A. Baldwin a witness of lawful age produced on the part of the Complainants, and being duly sworn answers as follows,

To the 1st Interrogatory answers, He is acquainted with all the parties.

To the 2nd Interrogatory answers, He was acquainted with Adam J. Allen, said Allen died in Anne Arundel County, he does not know the year he died, he left a will

To the 3rd Interrogatory answers, Said Adam

J. Allen left a widow and children, whose names, ages, residences, and marriages are all properly stated in the Bill of Complaint, all the parties are of full age.

To the 4th Interrogatory answers, said Allen left real estate in Anne Arundel County, the same mentioned in his will, and contains 285¼ acres, and worth about $35 per acre, said land is fully described in Exhibits No. 1 & 2, said land was in the possession of said Allen several years before his death.

To the 5th Interrogatory answers, He is acquainted with said land 185¼ acres has been in the possession of Mrs. Allen since the death of said Adam J. Allen, 100 acres has been in the possession of James W. Allen. It is the same land mentioned in his answer to the 4th Interrogatory, and is worth about $35 per acre, He does not think it capable of an advantageous division and thinks it would be to the advantage of all the parties to have the same sold and to invest the proceeds or distribute the same among the parties, said land rents for $175.00 a year, $35 of which the tenant has to spend in clover seed and plaster, the taxes and other expenses have to be paid out of the rest of the rent, The buildings are in a dilapidated condition and will require a very large sum of money to put them in repair, all the Tobacco houses and fences are in very bad repair, and the land is depreciating in value. The rents are not sufficient for the support of Mrs Allen she knows of no other means she has, she has not the means to repair the property.

J. Wesley, Wheelwright a witness of lawful age produced on the part of the Complainants and being duly sworn answers as follows,

To the 1st Interrogatory answers, He is acquainted with all the parties.

To the 2nd Interrogatory answers, He was acquainted with Adam J. Allen, said Allen died in Anne Arundel County, he does not know the year he died, he left a will.

To the 3rd Interrogatory answers, Said Adam J. Allen left a widow and children, whose names, ages, residences and marriages, are all properly stated in the Bill of Complaint, all the parties are of full age.

To the 4th Interrogatory answers, said Allen

left real estate in Anne Arundel County, the same mentioned in his will, and contains 285¼ acres, and is worth about $25 per acre, said land is fully described in Exhibits No. 1 & 2, said land was in the possession of said Allen several years before his death.

To the 5th Interrogatory answers, He is acquainted with said land, 185¼ acres has been in the possession of Mrs. Allen since the death of said Adam J. Allen, 100 acres in the possession of James W. Allen, It is the same land mentioned in his answer to the 4th Interrogatory, and is worth about $25 per acre, He does not think it is capable of an advantageous division, and thinks it would be to the advantage of all the parties to have the same sold and to invest the proceeds or distribute the same among the parties, said land rents for $175.00 per year & 25 of which the tenant has to spend in clover seed and plaster. The taxes and other expenses have to be paid out of the rest of the rent. The buildings are in a delapidated condition and will require a very large sum of money to put them in repair, all the Tobacco houses and fences are in bad repair, and the land is depreciating in value, The rents are not sufficient for the support of Mrs. Allen, she knows of no other means she has, she has not the means to repair the property,

No other Testimony being offered, the Commission was closed, In testimony whereof, I hereto set my hand and seal, this 12th day of August 1856

J. Pinkney Commr. (Seal)

Exhibit H. J. A.

In the name of God, Amen:

I Adam J. Allen of Anne Arundel County, State of Maryland, being, of sound mind, memory and understanding, do make, publish and declare this to be my last Will and Testament.

In the first place, I give and bequeath after all my just debts and funeral expenses are paid to my Son James W. Allen, one hundred acres of land, part of the tract upon which I reside to be located as follows, all that part, South West of the road leading to Mrs. Eleanor Woodwards farm, provided there should be, one hundred acres as above mentioned, if not a survey shall be made, and the number of acres required to make the one hundred acres, shall be laid down by running a straight line from the outer Gate of said road, along the

South Bank of the Rail Road, this grant to be fully carried into effect, provided the said James W. Allen permits my wife Mary A. Allen, and daughters Barbara E. Allen, Harriet M. Allen, Mary E. Allen and Sarah E. Allen to cut and haul from the aforesaid Land Four hundred cords of wood, and one Thousand Chestnut Fence Rails, to whom the said wood and rails are hereby devised.

2nd I give and bequeath to the said James W. Allen, negro Girl Nance, also the wagon and the Gear belonging thereto.

3rd I give and bequeath to my ~~my~~ wife Mary Ann. Allen, during her unmarried or single life, all the residue of my real Estate with the buildings and appurtenances thereunto belonging in which devise my daughters, Barbara. E. Allen Harriett M. Allen, Mary E. Allen, and Sarah E. Allen, shall jointly, and in common with my wife, Mary. Ann. Allen enjoy equal benefits arising from said real estate during their unmarried or single life, provided that the said Barbara E. Allen, Harriett M. Allen, Mary. E. Allen, and Sarah E. Allen continue to live with my wife Mary Ann Allen, as one household, if they or either of them should leave their home the said Mary Ann. Allen is hereby bound to pay to each during their unmarried or single life, Thirty dollars annually. After the death of my wife Mary. Ann. Allen. the real estate devised as above to my wife and daughters, shall be divided among my daughters, Matilda B. McCullough. Barbara E. Allen, Harriett M. Allen, Mary, E. Allen and Sarah E. Allen.

4th I give and bequeath to my wife Mary. Ann Allen, negro ~~Girl~~ Maria, the Bay-horse and Carriage and harness, and during her natural life, negro boy Charles, after her death the said boy Charles to descend to my son James W. Allen.

5th I give and bequeath to my wife Mary Ann. Allen. one third of the household and Kitchen furniture, The residue to be divided equally between James, W. Allen, Matilda B. McCullough. Barbara E. Allen, Harriett M. Allen. Mary E. Allen, and Sarah E. Allen.

I give to the Children of Rapmore McCullough, negro Boy John, to Barbara E. Allen girl Kit, to Harriett M. Allen negro boy Dan, to Mary E. Allen negro Girl Mary, to

Sarah E. Allen, negro boy, Hannibal.

6th and lastly, I devise that all the residue of my property be equally divided between my wife Mary A. Allen, and children viz. James W. Allen, Matilda B. McCullough, Barbara E. Allen, Harriet M. Allen, Mary E. Allen and Sarah E. Allen. As Witness whereof I have hereunto affixed my hand and seal this fifth day of December in the Year of Our Lord, eighteen hundred and forty-five,

Signed and Sealed in our presence and in the presence of each other — A. J. Allen (Seal)

Eben. R. Dorsey, John A. Baldwin, Wm. Sands, William C. Lyman.

I give and bequeath, in this my Codicil to my last Will and Testament, the crop of corn, now in the house, also the pork and provision, now on hand, for the use of my wife Mary Ann Allen and daughters, Barbara E. Allen, Mary E. Allen and Sarah E. Allen, and Harriet M. Allen. As Witness hereof, I have affixed my hand and seal, this fifth day of December, Eighteen hundred and forty-five.

Signed in the presence of each other — A. J. Allen. (Seal)

Eben. R. Dorsey, John A. Baldwin, Wm. Sands, William C. Lyman, Witnesses.

Anne Arundel County, Sct

The 20th Day of December 1845. } Then came William Sands, one of the subscribing Witnesses to the aforegoing Will and Testament, and made oath on the Holy Evangely of Almighty God, that he did see the Testator therein named sign and seal the same and that he heard him publish, pronounce and declare it to be his last Will and Testament that at the time of so doing he was to the best of his apprehension of sound and disposing mind, memory and understanding, and that he subscribed his name as witness thereto in the presence, and at the request of the Testator, and in the presence of the other subscribing Witnesses.

Benj. L. Gantt. Regr. Wills. A. A. Co.

Anne Arundel County, Sct.

The 22nd day of December 1845. } Then came Eben R. Dorsey, and William C. Lyman, two of the subscribing Witnesses, to the aforegoing Will, and made oath on the Holy Evangely of Almighty God, that they did see the Testator thereon named sign

and seal the same, and that they heard him publish, pronounce and declare the same to be his last Will and Testament, that the time of his so doing, he was to the best of their apprehension of sound mind, memory and understanding, and that they subscribed their names as witnesses thereto in the presence, and at the request of the Testator, and in the presence of each other subscribing Witnesses

Benj E. Gantt Regr Wills A. A. Co

Anne Arundel County Set.
The 31st day of December 1845 } Then came Eper R. Dorsey one of the subscribing Witnesses to the aforegoing Codicil, to the last Will and Testament of Adam T. Allen, late of Anne Arundel County, deceased, and made oath on the Holy Evangely of Almighty God, that he did see the Testator therein named sign and seal this Codicil, and that he heard him publish, pronounce and declare the same to be a Codicil to 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 and memory and understanding, that he together with John A. Baldwin, William Sands, and William O. Lyman the other subscribing Witnesses respectively subscribed their names to this Codicil in the presence and at the request of the Testator and all in the presence of each other.

Benj E. Gantt. Regr Wills. A. A. Co

Anne Arundel County, Set.
The 31st day of December 1845 } Then came Doctr William Sands one of the subscribing witness to the aforegoing Codicil, to the last Will and Testament of Adam T. Allen, late of Anne Arundel County deceased, and made oath on the Holy Evangely of Almighty God, that he did see the Testator therein named, sign and seal this Codicil, and that he heard him publish, pronounce and declare the same to be a Codicil to 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 John A. Baldwin, Eper. R. Dorsey and William O. Lyman, the other subscribing Witnesses to this Codicil in the presence and at the request of the Testator, and all in the presence of each other.

Benj E. Gantt. Regr Wills. A. A. Co

Seal

In testimony that the foregoing is a true Copy taken from the original. Recorded in Liber J. J. S. No. 7. folio 538. I have hereunto set my hand and affixed the seal of my Office this 4th day of Sept 1855.

Benj. E. Gantt. Regr. Wills, A. A. Co

Exhibit No. 1.

This Indenture made this eleventh day of January in the Year of our Lord eighteen hundred and thirty six between Richard Eaton, of the City of Baltimore in the State of Maryland, of the one part, and Adam J. Allen of Anne Arundel County in the said State of the other part. Witnesseth that the said Richard Eaton, for and in Consideration of the sum of two thousand four hundred dollars, current money of the United States to him in hand paid by the said Adam J. Allen at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged and himself therewith to be fully satisfied and paid, hath granted bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant bargain, sell, alien, enfeoff, release and confirm, unto the said Adam J. Allen his heirs and assigns, all that certain tract piece or parcel of land, called and known by the name of "The Rising Sun Farm" the same being situate lying and being in Anne Arundel County. and is included within the following meets and bounds courses and distances to wit. "Beginning" at a bounded post it being a boundary of a tract of land called "Howards First Choice. and running thence South 15 degrees, 15 minutes East 82¾ perches, to a bounded post, thence South 42 ~~degrees~~ 45 minutes West 55½ perches, to a bounded post, thence South 49 degrees East 84 perches to a bounded post, thence South 67 degrees 15 minutes West 214 perches, to a bounded post and stone, thence North 11 degrees 15 minutes West 216 perches, to a bounded stump and stone near a spring called "Rock Spring", thence North 38 degrees 30 minutes East 49 perches to the public road leading from Annapolis to Frederick Town, thence running with and bounding on said road North 82 degrees East 13 perches, North 75 degrees East 36 perches, South 88 degrees East 16 perches, North 74 degrees East 8 perches, North 62 degrees 30 minutes East 22 perches, North 79 degrees East 35 perches to the public Road leading from Annapolis to Baltimore, thence running with and bounding on said road, North 35 degrees West 37 perches, North 37 degrees West 14 perches, North 81 degrees 15 minutes West 33 perches to a bounded Hickory, thence South 56 degrees East 118 perches, thence with a straight line

to the place of beginning, containing two hundred and eighty two and three quarter acres of land, more or less, it being the same tract of land which William H. Baldwin, Augustus Cambrill and Thomas Worthington Jr. as trustees of Henry Baldwin under a decree of the High Court of Chancery by their Indenture bearing date the 12th day of May 1819 and recorded among the land records of Anne Arundel County in Liber W.T.S. No. 6 folio 386 &c, granted and conveyed to Richard Caton his heirs and assigns to-gether with all and singular the buildings improvements woods ways waters water courses rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders rents issues and profits thereof, and all the estate right title and interest whatsoever of him the said Richard Caton both at law and in equity therein and thereto. To Have and To Hold the said tract of land to as aforesaid described, and all and singular the premises hereby bargained and sold or meant mentioned or intended hereby so to be with the appurtenances unto the said Adam T. Allen his heirs and assigns forever and to and for no other use intent or purpose whatsoever And the said Richard Caton for himself his heirs executors and administrators doth hereby covenant grant promise and agree to and with the said Adam T. Allen his heirs executors administrators or assigns that he the said Richard Caton and his heirs the said tract or parcel of land and premises hereby granted bargained and sold, and every part and parcel thereof with the appurtenances thereunto belonging to him the said Adam T. Allen his heirs and assigns against him the said Richard Caton and his heirs and against all and every person or persons claiming or to claim any right title or interest in and to the same or any part thereof by or through him them or any of them shall and will hereafter warrant and forever defend by these presents. And further that a renunciation of all right of Dower on the part of the wife of the said Richard Caton now in Europe, shall be executed as soon after her return to this Country, as the necessary papers can be prepared, In Witness whereof the said Richard Caton hath hereunto set his hand and affixed his seal the day and Year first before written.

Signed Sealed and delivered in presence of, the interlineations on this page being made before signing and the erasure, John Purviance,

Richard Caton. (Seal)

At the foot of the aforegoing was thus written to wit

State of Maryland. Sct. Be it remembered that on this eleventh day of January Anno Domini 1836 before the subscriber an associate Judge of the sixth judicial District personally appeared Richard Talon party grantor in the aforegoing Indenture or instrument of writing and acknowledged the same to be his act and deed, and I further certify that I know the grantor to be the same person who is named and described and professing to be the party to said deed.

Acknowledged before

John Purviance.

Recorded the 23rd day of February 1836

State of Maryland.

Anne Arundel County. To wit

I hereby certify that the aforegoing is a true copy taken from Liber W. T. G. No. 20 folios 518 & 519 one of the Land Record Books of Anne Arundel County.

Seal

In testimony whereof I hereto set my name and affix the seal of the Circuit Court for Anne Arundel County this 4th day of August. A. D. 1856

A. H. Green Clk

Exhibit No. 2

This Indenture made this Eleventh day of December in the Year of our Lord One thousand Eight hundred and thirty seven between Richard Talon and Mary Talon his wife of Baltimore County and State of Maryland of the one part, and Adam T. Allen of Anne Arundel County and State aforesaid of the other part, Witnesseth that the said Richard Talon and Mary his wife, for and in Consideration of the sum of Twenty five dollars and fifty Cents, Current money of the United States to them in hand paid by the said Adam T. Allen at and before the sealing and delivery of these Presents the receipt whereof is hereby acknowledged hath granted, bargained and sold aliened enfeoffed released and confirmed and by these presents do grant bargain sell alien enfeoff release and confirm unto the said Adam T. Allen his heirs and assigns all that part of a tract of land called "Howards first Choice" lying and being in Anne Arundel County aforesaid which is included in the following metes and bounds courses and distances to wit Beginning for the same at the end of Sixty four perches on the first line of the part of Howards first Choice as conveyed by Richard Talon to Adam T. Allen by deed bearing date the Eleventh day of January Eighteen hundred

and thirty Six and running from thence and reversing and bounding on the lines of said Conveyance as follows to wit, North fourteen degrees West Sixty four perches, North forty two degrees fifteen minutes East twelve and a half perches to the public Main Road leading from the City of Annapolis to the City of Baltimore, thence with a straight line to the first beginning, Containing and now laid out for two and a quarter acres of land more or less, together with all and Singular the buildings and improvements, woods ways waters water courses rights liberties privileges hereditaments and appurtenances, whatsoever thereto belonging or in anywise appertaining, and the reversions and remainders rents issues & profits thereof, and all the Estate right title and Interest whatsoever of them the said Richard Calon and Mary Calon both at law, and in Equity thereon and thereto, To Have and To Hold the said part of a tract of Land so as aforesaid described and all and singular the premises hereby bargained and sold or meant mentioned or intended so to be with the appurtenances unto the said Adam H. Allen his heirs and assigns forever and to and for no other use intent or purpose whatsoever and the said Richard Calon and Mary Calon his wife for themselves their heirs Executors and administrators do hereby Covenant grant promise and agree to and with the said Adam H. Allen his heirs Executors, administrators and assigns, that they the said Richard Calon and Mary Calon and their heirs the said part of a tract of Land and premises hereby granted bargained and sold and every part and parcel thereof with the appurtenances thereunto belonging to him the said Adam H. Allen his heirs and assigns against them the said Richard Calon and Mary Calon and their heirs and against all and every person or persons Claiming or to Claim any right title or Interest in and to the same or any part thereof by or through them or any of them shall and will hereafter Warrant and forever defend by these presents. In testimony whereof the said Richard Calon and Mary Calon have hereunto subscribed their Names and affixed their Seals, the day and Year first above written.

Signed Sealed and delivered in presence of Wm. Woodrill, Richd. Brewer } Richard Calon (Seal) Mary Calon (Seal)

At the foot of the aforegoing was then written to wit State of Maryland, Anne Arundel County. Set.

Be it Remembered that on this

twelfth day of December in the Year One thousand Eight hundred and thirty Seven before the Subscriber two Justices of the Peace in and for said County personally appeared Richard Calon and Mary Calon his wife parties grantors in the annexed deed or Instrument of writing and acknowledged the same to be their act and deed, and the said Mary Calon wife of the said Richard Calon did sign and seal the said deed or Instrument of writing before us out of the hearing and presence of her husband, and being by us privately Examined out of the presence and hearing of her husband, whether she doth Execute and acknowledge the Same voluntarily and freely and without being induced to do so by fear or threats of, or ill usage by her husband or by fear of his displeasure, declares and acknowledges that she doth Execute and acknowledge the same voluntarily and freely and without being induced to do so by fear or threats of or ill usage by her husband or by fear of his displeasure and we do also hereby certify that we are satisfied that the persons acknowledging said deed or Instrument of writing are the persons who are named and described as and professing to be the parties Grantors in said deed or Instrument of Writing.

Alex.r Mitchell, Richd. Brewer.

Recorded the 14th day of December 1837.

State of Maryland. Anne Arundel County, to wit.

I hereby Certify that the aforegoing is a true Copy taken from Libr. W. S. G. No. 22 folio 325 &c one of the Land Record Books of Anne Arundel County.

In Testimony whereof I hereto set my name and affix the seal of the Circuit Court for Anne Arundel County, this 4th day of August A.D. 1856.

Seal

N. H. Green Clerk.

Afterwards to wit on the 29th of August 1856 the Complainants file in said Cause a Petition in the words following to wit.

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County. In Equity.

The Petition of Mary A. Allen, Franklin L. Griffith, and wife, Nicholas Brewer of Jno and wife and Sarah E. Allen respectfully represents that since filing their Bill of Complaint in this Court against James W. Allen and others, that

Joshua Brown one of the defendants in said Cause has purchased of the said Rapmore McCullough and wife their entire interest in the land and premises referred to in said proceedings and has received for the same an absolute deed of conveyance from the said Rapmore McCullough and wife, who have now no longer any interest therein, as will fully appear by Exhibit J. B. which Your Petitioners pray may be taken as part of this Petition. Your Petitioners therefore pray that the said Joshua Brown may be made a party to these proceedings and that the share of the land or proceeds thereof of the said Rapmore McCullough and wife be assigned to the said Joshua Brown, and that the said Joshua Brown answer the premises and show cause if any he has why a decree should not pass as prayed

N. Brewer Jr. for Complt.

I admit the facts and statements herein set forth and consent to a decree as prayed.

Joshua Brown.

Exhibit J. B.

This Indenture made this twenty ninth day of May in the Year Eighteen hundred and fifty six between Rapmore McCullough and Matilda B. McCullough of the City of Annapolis in Anne Arundel County and State of Maryland of the one part and Joshua Brown of the said City County and State of the other part Whereas by deed of Mortgage dated on the fourth day of March Eighteen hundred and fifty six and Recorded in Liber N. H. S. No. 1 folios 274 &c one of the Personal Record Books of Anne Arundel County the said Rapmore McCullough, Mortgaged to the said Joshua Brown a quantity of Household furniture therein particularly described in order to secure the said Joshua Brown from certain liabilities therein mentioned for the said McCullough and Whereas one Adam T. Allen by his last will and testament dated on the fifth day of December in the Year Eighteen hundred and forty six and Recorded in the Orphans Court of said County in Liber T. T. S. No. 1 folios 538 &c devised and bequeathed certain Real Real Estate therein mentioned to his wife Mary Ann Allen during her unmarried and single life and after the death of the said Mary Ann in fee to his daughters the said Matilda B. McCullough, Barbara E. Harriet M. Mary Ellen, and Sarah E. Allen, And Whereas the said Matilda B. McCullough is desirous of conveying her interest in said Real Estate to the said Joshua Brown, and is willing to receive in payment

therefor the said Household furniture so conveyed as aforesaid by Mortgage from the said Pagmore McCullough to the said Joshua Brown. And Whereas in order to convey the said furniture to the sole and separate use of the said Matilda B. McCullough the said Joshua Brown and the said Pagmore McCullough are willing and have agreed to Execute the proper instrument of writing. And Whereas the said Pagmore McCullough is willing to join in the Execution of these presents for the purposing of conveying to the said Joshua Brown any interest he may possess in the said real Estate of his wife, Now therefore this Indenture Witnesseth that for and in consideration of the premises of the conveyance to be made of said furniture to the said Matilda B. McCullough, and in Consideration of the sum of five dollars Current Money by the said Joshua Brown in hand paid to the said Matilda B. McCullough before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, the said Pagmore McCullough and Matilda B. McCullough his wife have bargained and sold aliened, enfeoffed and by these presents do give grant bargain and sell, alien, enfeoff, release, convey and confirm unto the said Joshua Brown his heirs and assigns all the undivided share of the said Matilda B. McCullough of in and to the tract of land so devised by the said Adam J. Allen as aforesaid the said land being situated in Anne Arundel County and described in the said Will of the said Adam J. Allen, Together with all and singular the buildings improvements ways rights privileges advantages and appurtenances thereunto belonging or in anywise appertaining, and all the Estate right title and interest trust property claim and demand whatsoever at Law and in Equity of the said Pagmore McCullough and Matilda B. McCullough his wife of in and to the same, To Have and To Hold the said above described premises with the appurtenances thereunto belonging, and all the right title and interest of the said Pagmore McCullough and Matilda B. McCullough of in and to the same unto the said Joshua Brown his heirs and assigns to the only proper use of the said Joshua Brown his heirs and assigns forever. In Testimony whereof the said Pagmore McCullough and Matilda B. McCullough his wife have hereunto set their hands and affixed their seals on the day and Year herein above first written.

Signed, Sealed and delivered in presence of, "the word 'forty'" } P. McCullough (Seal)
Matilda B. McCullough (Seal)

being substituted for "fifty" in the 19th line on 1st page.

Wm. Clorr. Edward Sparks,

State of Maryland, Anne Arundel County. To wit.

Be it remembered and it is hereby certified that on the twenty ninth day in the Year of our Lord Eighteen hundred and fifty six before the subscriber a Justice of the peace of the State of Maryland in and for the County aforesaid personally appeared Rezin McCullough & Matilda B. McCullough his wife who are known to me to be the persons named & described as, and professing to be the parties grantors in the foregoing Indenture or Instrument of Writing and acknowledged the same to be their act and deed, and I do further certify that the said Matilda B. McCullough did in my presence and out of the presence and hearing of her husband sign Seal Execute and acknowledge the said deed, and being by me Examined out of the presence and hearing of her husband, Whether she executed and acknowledged the same freely and voluntarily and without being induced so to do, by the fear or threats of or ill usage by her husband; or by the fear of his displeasure, acknowledged and declared that she did Execute and acknowledge the same freely and voluntarily and without being induced to do so by the fear or threats of or ill usage by her husband or by the fear of his displeasure. In Testimony whereof I have hereunto set my hand on the day and Year herein above mentioned.

Wm. Clorr J. P.

Recorded the 30th day of May 1856.

State of Maryland. Anne Arundel County. To wit

I hereby certify that the aforegoing is a true Copy taken from Liber N. H. C. No. 5 folio 491 &c one of the Land Record Books of Anne Arundel County.

In Testimony whereof, I hereto set my name and affix the seal of the Circuit Court for Anne Arundel County this 29th day of August 1856

N. H. Green Clerk

Afterwards to wit on the 9th day of September 1856 the Hon N. Bowen Judge filed in said Cause his refusal to sit in the words following to wit.

Mary A. Allen & others vs	Circuit Court for Anne Arundel County

James W. Allen and others. | In Equity. July Term 1856

There is a dispute in this case as to the rights of the parties - and being related to one of them, to wit. N. Brewer of Jno, nearer than the fourth degree, I do hereby decline to sit in or decide the case.

Nich. Brewer
Circuit Judge. Aug 21st 1856

And on the same day there was filed in said Cause an agreement appointing Special Judge together with his qualification as such in the words following to wit.

Mary A. Allen and others
vs
James W. Allen and others } In Equity
Circuit Court for Anne Arundel County.

The undersigned hereby agree to refer the above Cause to Frank H. Stockett as special Judge.

N. Brewer of Jno. for Complt.
B. J. B. Worthington, for P. McCullough & wife.
J. Boyle for J. Brown & wife & James W. Allen,

Mary A. Allen and others,
vs
James W. Allen and others. } In the Circuit Court for Anne Arundel County In Equity.

I Frank H. Stockett do swear that I will try the cause between the above parties without partiality or prejudice to the best of my ability

Sworn to before
9 of September 1856. N. Selbren.

And on the same day the Special Judge, passed in said Cause his Decree in the words following to wit.-

Mary A. Allen and others.
vs
James W. Allen and others. | Circuit Court for A.A. County. In Equity.

Cause referred to Frank H. Stockett Special Judge.

This Case having been submitted by the agreement of the parties now interested to Frank H. Stockett appointed and qualified as Special Judge in this behalf and without argument the Bill, answers, and all the other proceedings were by the said Special Judge read and considered.

Whereupon it is, on this twenty

day of September in the year 1856 by Frank H. Stockett Special Judge as aforesaid and by the authority of this Court, adjudged, ordered and decreed, that the real estate in the proceedings mentioned be sold. That Nicholas Brewer of Jno. of the City of Annapolis be, and he is, hereby appointed trustee to make said sale, and that the course and manner of his proceedings be as follows: He shall first file with the clerk of this court, a bond to the State of Maryland, executed by him, with a surety or sureties to be approved agreeably to law, in the penalty of Eight thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be imposed in him by any future order or decree in the premises: He shall then proceed to make the said sale, having at first given at least three weeks previous notice inserted in some newspaper or papers printed in the City of Annapolis and such other notice as he may think proper, of the time, place, manner and terms of sale, which terms shall be as follows, One twelfth portion of the purchase money to be paid on the day of sale or the ratification thereof by this Court in the discretion of the Trustee, and the residue in equal portions in nine, eighteen, and twenty four months from the day of sale the whole purchase money to bear interest from the day of sale and the payment thereof to be secured by the bonds of the purchaser with surety to the satisfaction of the Trustee.

And as soon as may be convenient after any such sale or sales, the said Trustee shall return to this court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed, And on the ratification of such sale or sales by this Court and on the payment of the whole purchase money, (and not before) the said trustee, by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property to him, her or them sold free, clear and discharged of all claim of the parties to this cause, and of any person or persons claiming by, from or under them, or any of them, And the said Trustee shall bring into this Court the money arising on such sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this court, after deducting therefrom the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this trust. Frank H. Stockett. Special Judge.

And afterwards to wit on the 10th day of September 1856 the Trustee filed his Bond which being approved of is in the words following to wit.

Know all men by these presents that we Nicholas Brewer of Jno and William Brewer of Anne Arundel County, in the State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Eight thousand dollars current money to be paid to the State of Maryland or its certain Attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators jointly and severally firmly by these presents, Sealed with our Seals and dated this tenth day of September in the Year Eighteen hundred and fifty six.

Whereas by a decree of the Circuit Court for Anne Arundel County sitting as a Court of Equity, bearing date on the tenth day of September Eighteen hundred and fifty six, and passed in a Cause in said Court, Wherein Mary A. Allen and others are ~~Complainants~~ and James W. Allen and others are defendants, the above bound Nicholas Brewer of Jno has been appointed Trustee to make sale of certain real Estate in the proceedings in said Cause mentioned.

Now the Condition of the above obligation is such, that if the above bound Nicholas Brewer of Jno, do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree, then the above obligation to be void, otherwise to remain in full force and virtue in Law.

Signed, Sealed, and delivered in the presence of
Ellen Safaway

Nicholas Brewer of Jno. (Seal)
Wm Brewer. (Seal)

I Certify the aforegoing bond to be good and sufficient.

N. Boyle.

Filed 10th September 1856 and approved
N. H. Green Clerk.

Afterwards to wit on the 8th Oct. 1856 the Trustee filed in said Cause his report in the words following to wit.

Mary A. Allen and others, | Circuit Court for Anne

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James W. Allen and others | Anne Arundel County.
In Equity

To The Honorable Frank H. Stockett
Special Judge.

The Report of Nicholas Brewer of Jno Trustee, appointed to make sale of certain real Estate therein mentioned shows. That after giving bond with security for the faithful discharge of his trust as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisements in the Maryland Republican, a newspaper printed at Annapolis for more than three successive weeks before the day of sale, and also by advertisements in the Annapolis Gazette a newspaper printed at Annapolis, and by handbills extensively circulated throughout said City and Anne Arundel County, he did pursuant to said notice attend at the Court House door in the said City, on Tuesday the Seventh day of October, in the Year Eighteen hundred and fifty six, at twelve Oclock M. and then and there proceeded to sell said real Estate to wit.

He offered at public sale to the highest bidder the farm of the said Adam J. Allen deceased called the "Rising Sun" in Anne Arundel County containing One hundred and eighty five acres or thereabouts and sold the same to Alexander Randall, Richard Baldwin and J. Wesly Weatherright of said County they being then and there the highest bidders therefor, at and for the price of Thirty dollars an acre, the whole purchase money amounting to $5.550.00. And he has taken the bonds of the said J. Wesly Weatherright and Alexander Randall with William A. Baldwin as surety, to secure the payment of the purchase money agreably to the terms of sale. Which is respectfully submitted

N. Brewer Jno Trustee

Anne Arundel County, to wit.

On this 8th day of October 1856 before the subscriber a justice of the Peace in and for Anne Arundel County aforesaid, personally appeared the within named Nicholas, Brewer Jno Trustee and made oath that the matters and things stated in the forgoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made,

Wm. Gloar.

And on the same day the following order nisi was passed.

Circuit Court for Anne Arundel County. In Equity
October 8th 1856.

Ordered that the sale made and reported by Nicholas Brewer & Jno Trusler for the sale of the Real Estate of Adam T. Allen deceased be ratified and confirmed unless cause be shown to the contrary on or before 8th day of December next. Provided a copy of the order be inserted once a week for each of three successive weeks, in some newspaper published in the City of Annapolis before the 8th day of November next. The Report states the amount of sales to be $5550.00

N. H. Green Clerk, Circuit Court for Anne Arundel County.

And afterwards to wit on the 9th day of December, 1856 the Special Judge passed a final order of ratification of sale as follows,

Circuit Court for Anne Arundel County.
In Equity. October Term 1856.

Ordered this 9th December 1856 that the sale within reported be and the same is hereby ratified and confirmed no cause to the contrary thereof having been shown although notice appears to have been given as required by the preceding order. The Trustee is allowed a Commission according to the rule of this Court, and the sum of $33.50 for his expenses

Frank H. Stockett, Special Judge
9th Dec. 1856.

And on the same day Mary A. Allen filed in said Cause her petition in the words following to wit.

Mary A. Allen and others vs James W. Allen and others	Circuit Court for Anne Arundel County Sitting as a Court of Equity.

To The Honorable Frank H. Stockett, Special Judge.

The Petition of Mary A. Allen widow of the late Adam T. Allen deceased, and one of the Complainants in this Cause. humbly shows, that Your Petitioner

owned and was entitled to the real estate in the proceedings mentioned, during her single, unmarried life, and which said real Estate has been sold under a decree of this Honorable Court, all of which will fully appear by reference to the will of the late Adam J. Allen and proceedings in said Cause,

Your Petitioner therefore prays that the proceeds arising from the sale of said real Estate, may be invested under the direction of this Court, for the benefit of Your Petitioner during her single, unmarried life, and that Your petitioner may have such other and further relief as her case may require, And as in duty bound, &c.

J. P. Brown Jr. for
for Petitioner.

Afterwards to wit on the 6th day of January 1859 the Auditor filed in said Cause his Report & account in the words following to wit.

Mary A. Allen and others
(vs)
James W. Allen and others

Circuit Court for Anne Arundel County. In Equity.
January 3rd 1859

The Auditor reports to the Hon J. H. Stockett Special Circuit Judge of the Circuit Court for Anne Arundel County In Equity, that he has examined the proceedings in the above cause and therefrom stated an account between the real Estate of Adam J. Allen deceased and the Trustee for the sale thereof which is herewith submitted wherein the proceeds of sale have been applied to the payment to the Trustee of his allowance for Comission ten per cent being first deducted & assigned the State of his expenses & of the Complainants costs of suit. The Auditor further reports that Mary A. Allen widow of the deceased was under the will of her said husband entitled to a life estate in the real Estate in the proceedings mentioned, and submits that she is entitled to the use of the nett proceeds of sale, subject to the conditions of said will as to her use of the said real Estate, and that after the death of the said widow, said nett proceeds should be distributed as by said account herewith submitted, Joshua Brown being substituted in the place of Rachmon McCullough & wife as to their interest in said land and proceeds of sale as appears by exhibit J. B. received since the filing of the Bill & answer in this Cause, All of which is respectfully submitted.

Jach. Brown Jr Auditor

Dr. The Real Estate of Adam T. Allen dec.d In account with Nicholas Brown of John. Esq. Trustee. Cr.

1856 Oct 7.	By amount of proceeds of sale as per Trustees Report filed			5550.	00
				5550.	00
Dr.	To the Trustee for his Commission.	196.	50		
	Less ten per cent due the State	19.	65	176.	85
	To the State for tax of ten per cent on the Trustees Commissions.			19.	65
	To the Trustee for his Expenses as per voucher filed			23.	50
	To the Complainants for their costs of suit. viz.				
	Clerks fees due & charged to Trustee	29.	29		
	Sheriffs fees due T. Stirland	1.	92		
	Do due E. Duvall	1.	15		
	Cost of Comm.rs for testimony including witness fees	14.	00		
	Cost of Copies used as Exhibits	1.	55		
	Solicitors fee	10.	00		
	Auditors fee	4.	67	62.	58
				282.	58
	To Balance carried down for the use of Mary A. Allen widow of said deceased during her life & after her death to be distributed as below.			5267.	42
				5550.	00
1856 Oct 7.	By Balance brought down.			5267.	42
				5267.	42
	To Franklin L. Griffith & Mary E. Griffith his wife in right of said Mary E. for 1/5 of balance brought down per contra			1053.	49
	To N. Brown of John & Barbara E. his wife in right of said Barbara, for Do			1053.	49
	To Sarah E. Allen for Do			1053.	48
	To Joshua Brown & Harriet M. his wife in right of said Harriet M. for Do			1053.	48
	To Joshua Brown for Do			1053.	48

Afterwards to wit on the 20th Jan.y 1857 the Judge passed a final order of ratification of Auditors Account.

Circuit Court for Anne Arundel County
In Equity, January Term 1857.

The foregoing report and account having been submitted it is this 20th day of January 1857 ordered that the same be and is hereby ratified and confirmed so far as the costs, commissions and charges are concerned, and it is further ordered and adjudged that the net residue of said sales $5367.43 shall be held by said Trustee for the benefit and use as to the net amount of the yearly interest thereof of the said Mary A. Allen widow of the said Adam T. Allen under the conditions of his devise of the said real Estate to her under his will filed in this cause, with permission to the said Mary T. Allen to apply to this Court for the appointment of a Trustee for the investment thereof as fast as the same shall be received by the present trustee, or for such further order as she may be advised, and the said Trustee is hereby directed to apply the proceeds accordingly with a due proportion of interest that has been or may be received.

Frank. H. Stockett
Special Judge.

Afterwards to wit on the 30th Jany 1857.

Joshua Brown and wife filed in said Cause the following petition

In the Matter of the real Estate of Adam T. Allen. | Circuit Court for Anne Arundel County, In Equity

To The Honorable Frank. H. Stockett Special Judge.

The Petition of Joshua Brown and Harriet M. his wife respectfully shows to Your Honor that the said Harriet M. Brown as one of the devisees of the said Adam T. Allen deceased, is entitled to one fifth of the net proceeds of the sale of said real Estate in the event of the marriage or death of the said Mary A. Allen. And Your petitioner Joshua Brown further shows that he is also entitled to one fifth of the proceeds of sale aforesaid as assignee of Rebinon McCullough and wife in case of the marriage or death of the said Mary A. Allen widow of Adam T. Allen deceased all of which will fully appear by reference being had to the proceedings in said Cause. Your Petitioners further show unto Your Honor that they are desirous of obtaining their portions of the proceeds of the said real Estate to which they will be entitled in case of the marriage or death of the said Mary A. Allen. And that the

said Mary A. Allen is willing that Your petitioners and all the parties entitled thereto, shall receive their respective distributive portions due them after her marriage or death, upon their giving satisfactory security to the said Mary A. Allen for the payment of the said annual interest thereon to the said Mary A. Allen during her single life,

Your Petitioners therefore pray Your Honor to pass an order authorizing and directing the Trustee to pay to Your petitioners Joshua Brown and wife and the rest of the parties entitled thereto, as may be willing to receive the same, their distributive proportions of the property in the proceedings mentioned, out of the proceeds that have been or may be received, upon their giving satisfactory security for the payment of the annual interest thereon during the single life of the said Mary A. Allen

N. Brewer Jr. & Son
for Petit.rs

I agree that an order may be passed as prayed by the aforegoing petitioners
Witness.
Jno. Ireland.

Mary A. Allen.

Afterwards to wit on the 1st July 1857 was passed upon said petition the following order

Circuit Court for Anne Arundel County. In Equity. April Term 1857

Upon the foregoing petition and agreement it is this 1st day of July 1857 ordered that the Trustee A. Brewer Jr. & Son. pay to the petitioners Joshua Brown Brown and wife, and to such other of the distributees as are specified in the Auditors Account in this cause, the sums severally allotted to them by said Account out of the proceeds of the sale in this cause, upon their giving security satisfactory to the said Mary A. Allen for the payment of the annual interest thereon during the single of the said Mary A. Allen, and the certificate of the said Mary A. Allen to the said Trustee that such security has been received

Frank W. Hockett
Special Judge.

Afterwards to wit on the 30th April 1858 Joshua Brown & wife filed in said Cause the following Petition.

In the Matter of the Real Estate | Circuit Court for Anne

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Of Adam T. Allen | Arundel County. In Equity
To The Honorable Frank H. Stockett

Special Judge.

The Petition of Joshua Brown and Harriett M. his wife, Nicholas Brewer of Jno, and Barbara E. his wife, and James W. Allen respectfully shows to Your Honor that at the April Term of the Circuit Court for Anne Arundel County, sitting as a Court of Equity to wit, on the 1st of July 1857. Your Honor passed an order in this Cause upon the petition of Joshua Brown and wife authorizing and directing the Trustee in said Cause to pay to the petitioners aforesaid Joshua Brown and wife, and such other of the distributees, as were specified in the Auditors account the sums severally allotted to them by said account in this Cause upon their giving security satisfactory to said Mary A. Allen for the payment of annual interest thereon to her during the single life of the said Mary A. Allen &c.

Your Petitioners further show that since the passage of said order, to wit some time in August last 1857 Sallie E. Allen one of the distributes specified in the Auditors account in this Cause, departed this life intestate, leaving Harriett M. Brown wife of Joshua Brown and Barbara E. wife of Nicholas Brewer of Jno. sisters of the said Sallie E. Allen, and James W. Allen brother of the said Sallie E. Allen deceased. The petitioners aforesaid, together with Matilda B. McCullough wife of Rezmore McCullough, and Mary E. Griffith wife of Franklin L. Griffith and sisters of the said Sallie E. Allen deceased, and heirs at law of the said Sallie E. Allen, and who are entitled to the distributive share of the said Sallie E. Allen specified in the said Auditors account at the termination of the single life of the said Mary A. Allen. Your Petitioners further show that the said Sallie E. Allen left personal Estate more than sufficient to pay all her debts and liabilities of every description.

Your Petitioners therefore pray Your Honor to pass an order authorizing and directing the Trustee aforesaid to pay to Your Petitioners Joshua Brown and wife. Nich.s Brewer of Jno and wife and James W. Allen and the rest of the parties entitled thereto as may be willing to receive the same, in equal portions of the distributive share aforesaid of the said Sarah E. Allen upon their giving satisfactory security for the payment of the annual interest thereon to the said Mary A. Allen during the single life of the

said Mary A. Allen and as in duty bound &c.

N. Brewer Jr.
for Petitn.

And on the same day the Judge passed upon said Petition the following order.

Circuit Court for Anne Arundel County In Equity. April Term 1858.

On the foregoing petition it is this 30th day of April 1858 Ordered that the Trustee N. Brewer Jr. distribute and pay unto the petitioners Harriet M. Brown, Barbara E. Brewer and James W. Allen and to such other of the distributees as may desire it, their proper portion of the fund awarded to Sarah E. Allen now deceased, by the Auditors Account in this Cause ratified the 20th Jany 1853. Upon their giving security satisfactory to the said Mary A. Allen for the payment of the annual interest thereon during the single life of the said Mary A. Allen and the certificate of the said Mary A. Allen to said Trustee that such security has been given, provided however that said distributees receive such portions subject to the rights of any creditors of the said Sarah E. Allen deceased, who shall hereafter show their right thereto as they may be advised.

Frank H. Stockett
Special Judge.

Afterwards to wit on the 5th Oct 1858 Franklin L. Griffith adm.r of Sallie E. Allen dec.d filed in said cause the following petition.

In the Matter of the Real Estate of Adam Y. Allen deceased.	Circuit Court for Anne Arundel County. In Equity.

To The Hon Frank H. Stockett, Special Judge of the Circuit Court for Anne Arundel County Sitting in Equity. appointed by consent &c to try the above cause.

The Petition of Franklin L. Griffith administrator of Sallie E. Allen deceased & of Franklin L. Griffith and Mary E. Griffith his wife respectfully shows to Your Honor, that the prayer of the Bill of Complaint in this cause for the sale of the real estate of Adam Y. Allen dec.d is in the following words (that the real Estate in the proceedings mentioned.) "be sold "under the direction of this Court, and the proceeds thereof "distributed amongst the said parties in proportion to their respective "interests;" That a Decree passed on the 9th day of September 1856

for the sale of the said real Estate, and that the same was afterwards sold & the sale thereof duly reported & ratified and an auditors report & account distributing the proceeds of sale filed on the 16th day of January 1857 which said Report & account was duly ratified & confirmed by an order of this Court passed on the 20th day of January 1857 whereby the Trustee in this cause is directed to hold the net proceeds of sale & to administer the same as therein directed; that afterwards upon the Petition of Joshua Brown & Harriet M. Brown his wife a further order was passed on the 1st day of July 1857 directing the Trustee "to pay to "the Petitioners Joshua Brown and wife, and to such other of the "distributees as are specified in the Auditors Account in this cause "the sums severally allotted to them by said account out of the "sale in this cause, upon their giving security &c.

Your Petitioners further show that Sallie E. Allen one of the distributees named in said Auditors Account died some time during the month of August, without issue and intestate & : and that letters of administration upon her personal estate were duly granted by the Orphans Court of Anne Arundel County unto Your Petitioner Franklin L. Griffith as will appear by letters of exemplification filed as part of this petition marked Ex. F. L. G.

And Your Petitioners further show that on the 30th day of April 1858, a petition was filed in this Court by Joshua Brown & others, without the knowledge and consent of Your Petitioners, but contrary to their expressed wishes, stating the death of the said Sallie E. Allen as above & that she had left personal property sufficient for the payment of her debts, and praying that the amount payable by the Auditors report and order of July 1st upon the conditions imposed by said order to the said Sallie E. Allen should be paid by the Trustee upon the same conditions to the sisters and brothers of the said Sallie E. Allen in proper proportions, upon which said petition an order was the same day passed, granting the prayer of the petition and directing the payment of the amount allotted to said Sallie in the said Auditors report as prayed.

And Your Petitioners are advised and insist that no order should have passed upon said petition until a Copy thereof had been served upon them & upon the Complainants Mary Allen who did not join in said petition, that prior to the death

of said Sallie E Allen the conversion of the real estate mentioned was complete and Your petitioner Franklin L. Griffith insists that the death of the said Sallie E. Allen & the granting of letters of administration upon her estate to him, he was entitled to receive & disburse as adm.r as aforesaid the amount allotted to the said Sallie E. in the said Auditors report; And Your Petitioners further insist that if the conversion of the real-estate was not such as to entitle the adm.r of the said Sallie E. to receive her proportion of the proceeds of sale that the same should have been distributed in equal proportions to her mother brother & sisters alone and by the said order the distribution was directed to be made.

Your Petitioners therefore pray Your Honor to rescind the order passed on the 30th day of April 1858 & to pass an order directing the Trustee N. Brewer Jr. to pay to Your Petitioner Franklin L. Griffith adm.r as aforesaid the amount allotted to the said Sallie E. Allen in the said Auditors report upon his complying with the conditions to which the said Sallie E. was subject under the order of June 30th 1857 or upon such other conditions as to Your Honor may seem fit; and that Your Honor will grant unto Your Petitioners such other further relief as their case & equity may require.

N. Brewer Jr. Sol.r for Pet.rs

Afterwards to wit on the 17th Nov 1858 the Judge passed in said cause the following order,

Real Estate of Adam S. Allen deceased.

October Term 1858. Cir Ct. for Anne Arundel Coty. In Equity

On the Petition of Franklin L. Griffith adm.r of Sallie E. Allen, filed 5th Oct 1858.

The aforesaid petition having been submitted by the Solicitor for the petitioner without argument, and at the instance of the Trustee who did not wish to be heard, was considered by the Court, and the proceedings examined. Nothing in the proceedings in this cause can give title during the life of Mrs Allen, to the administrator of Sallie E. Allen to claim the proportion of the Estate sold under the Decree of this Court, to which she would have been entitled had she survived her mother, during the life time of her mother. The petition therefore is certainly premature in this respect. But the Court is of the opinion that there has not been such a conversion of the Estate devised by the will of the Father to

entitle the administrator even after the death of Mr. Allen to this portion

This matter was considered before the Order of 30th of April last was passed.

The rights of creditors of the deceased to this fund, if there be any creditors, depend on very different principles.

Nor does any portion of said fund go to the widow of the said Adam T. Allen, but must abide by the decision of the Court in its order of the 30th of April last, as no satisfactory reason has been presented to the Court for a change of opinion then formed on a careful examination of the whole cause,

It is therefore this 17th Nov 1858 Ordered that the said petition of Franklin L. Griffith adm.r of Sallie E. Allen be and the same is hereby dismissed with costs to be taxed by the Clerk.

Frank H. Stockett
Special Judge.

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357

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356

October Term 1856.

Maryland Anne Arundel County To Wit

At a Circuit Court of the Second Judicial Circuit of the State of Maryland begun and held at the City of Annapolis, in and for Anne Arundel County aforesaid, sitting as a Court of Equity, on the fourth Monday of October being the twenty seventh day of the same month, in the year of our Lord one thousand eight hundred and fifty six.

Present

The Hon Nicholas Brewer, Judge

N. H. Green Clk.

Among others, the following proceedings were had, to wit

Thomas Carberry, Stephen D. Franklin, George W. Graham, Charles Hice, Lewis Johnson, George Lowry, George Parker, James Thompson, Wm. B. Todd, and Robert P. Dunlop, Trustees of the President & Directors of the Bank of the Metropolis

vs.

Dennis G. Orme.

Be it remembered that heretofore to wit, on the 27 March 1856 came Thomas Carberry, Stephen D. Franklin George W. Graham, Charles Hice, Lewis Johnson, George Lowry, George Parker James Thompson, Wm B. Todd and Robert P. Dunlop, Trustees of the President and Directors of the Bank of the Metropolis, by Randall and Hagner their Solicitors, in the Circuit Court for Anne Arundel County, sitting in Equity, and exhibited their Bill of Complaint against Dennis G. Orme in the words following to wit:

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County, Sitting in Equity:

The Bill of Complaint of Thomas Carberry Stephen D Franklin, Lewis Johnson, George Lowry, George Parker, James Thompson, William B. Todd, all of the District of Columbia, Charles Hice and George W. Graham of Prince George County in the State of Maryland and Robert P. Dunlop of Montgomery County in the said State, Trustees of the President & Directors of the Bank of the Metropolis respectfully represents unto your Honor, That heretofore on the seventh day of August eighteen hundred and forty seven, a certain Dennis G. Orme of Anne Arundel County, being indebted unto the President and Directors of the Bank of the Metropolis in the sum of eighteen hundred dollars, with interest thereon from date, and intending to secure the payment thereof unto the said President and Directors, did by his deed of that date, convey unto the said President and Directors and their assigns, certain Real and Personal Estate lying in said County of Anne Arundel, and particularly described in the said deed, to which said deed there is a condition annexed, that if he would provided the said Dennis G. Orme shoned were

and truly pay unto the said President & Directors or their assigns the full and just sum of eighteen hundred dollars with interest thereon and costs of suit as provided in an agreement therein recited, that is to say, the said Dennis G. Orme to pay before the twenty third day of April next thereafter all the costs which he was bound to pay by the said agreement, with interest on the whole sum of eighteen hundred dollars, and at least three hundred dollars of the said principal sum; and to pay yearly thereafter the interest on the balance then due and owing, and at least three hundred dollars of the principal sum, until the whole sum should have been fully paid & satisfied in accordance with the terms of the said agreement — all which matters and things will more fully and at large appear by reference to the said Deed of Mortgage herewith filed, marked Exhibit A, & which with your orators other Exhibits they pray may be taken and considered as part of this their Bill of Complaint. Your orators further charge that by legal assignment in writing properly executed and acknowledged, your orators have been constituted and appointed the Trustees of the said President and Directors of the Bank of the Metropolis, and have received legal conveyances and assignments of all the Estates, Real, personal and mixed of the said Bank, and of all the choses in action, debts, chattels and effects of every description, and among others of the said Mortgage debt herein before described, or of so much thereof as was due at the time of such assignment; and by virtue of such conveyances and assignments were empowered to sue for and recover all manner of debts and claims due to the said Bank at the time of such assignment. They further charge that sundry payments were from time to time made by the said Dennis G. Orme on account of the said mortgage debt, to the said President and Directors before the said assignment, or to your orators, or their predecessors in office as Trustees of the said President and Directors of the Bank of the Metropolis, as is more particularly admitted in the statement herewith filed marked Exhibit B, whereby it appears that there is due by the said Dennis G. Orme on account of said Mortgage a balance of four hundred and fifty three dollars and seventy nine cents, with interest thereon from the twelfth day of April eighteen hundred and fifty, although the time limited in the said mortgage for the payment thereof has long since passed, and your orators have duly demanded payment thereof. They further charge that the said President and Directors have since the execution of the said mortgage, released from the said mortgage claim one parcel of the land named therein, containing thirty acres, but they charge that all the residue of the real and personal estate therein specified is still responsible for the balance of the said Mortgage debt,

To the end therefore that the said Dennis G. Orme may answer the premises as fully and particularly as if the several matters and things were here repeated, and he was specially interrogated thereto; and that the said real and personal estate, (except the said thirty acres of land) or so much thereof as may be necessary for that purpose may be sold for the payment of your Orators' claim with interest as aforesaid, and that your Orator may have such other and further relief in the premises as their Cause & equity may require, May it please your Honor to grant unto your Orator the State's writ of Subpoena against the said Dennis G. Orme of Anne Arundel County summoning him to be and appear in this Court by a certain day to be therein named to answer the premises and show cause, if any he have, why a decree should not pass as prayed. And as in duty bo

Randall & Wagner. Compts Solrs.

One dollar stamp

Exhibit A.

This Indenture made this eleventh day of August in the year of our Lord one thousand eight hundred and forty seven between Dennis G. Orme of the County of Anne Arundel and State of Maryland of the one part, and the President and Directors of the Bank of the Metropolis in the District of Columbia of the other part: Whereas the said Dennis G. Orme at the April Term of Anne Arundel County Court in the year eighteen hundred and forty seven, in consideration that the said President and Directors should relinquish and abandon every and all manner of claim against him the said Dennis G. Orme as well as against Marcia Ellicott administratrix De Bonis non of Moses Moses Orme deceased and Thomas Phenix for and on account of any & all actions and suits heretofore begun and continued against them or either of them, did agree to confess a Judgment in favor of the said President & Directors and did accordingly on the twenty third day of April eighteen hundred & forty seven confess a Judgment of eighteen hundred dollars current money with interest thereon from the date of the said agreement and costs of suit not then sent out. And Whereas the said Dennis G. Orme did further agree to and with the said President and Directors in consideration of a stay of execution allowed in said agreement to said Orme to execute and deliver to said Bank a Mortgage of all his real and personal estate, all which several matters more fully appear by reference to said agreement, of record in the Clerks office of Anne Arundel County Court. And whereas the said causes have been entered, "agreed", as provided in said agreement, and the said Orme hereby secures the payment of the said Judgment, interest and costs, as aforesaid by executing these presents. Now This Indenture Witnesseth that the said Dennis G. Orme for & in consideration of the premises, and for & in consideration of the sum of five dollars current money of the United

States to him in hand paid by the said President & Directors at & before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged hath granted bargained and sold, aliened enfeoffed & confirmed and by these presents doth grant bargain and sell alien enfeoff and confirm unto the said President and Directors of the Bank of the Metropolis & their assigns All the interest right title & estate of him the said Dennis G. Orme of in and to a part of a tract or parcel of land devised by Moses Orme the father of the said Dennis G. Orme to the said Dennis G. Orme called and known by the name of "Summer Hill" "Bessingden" and "Halls Inheritance" containing about one hundred and seventy acres of land more or less, lying near the South River in Anne Arundel County being part of the Estate on which the said Moses Orme resided during his life time, and which hath since his death been in the possession of the said Dennis G Orme. Also all the right title and estate of the said Dennis G. Orme in and to the one third of the land devised by the said Moses Orme to his daughter Anne O. Orme, (afterwards the wife of Joseph Law) for life and thereafter to the heirs of the said Moses which land on the death of the said Anne without issue was divided among the three heirs of the said Moses, of whom the said Dennis was one and received thirty acres as his portion thereof, being part of the lands aforesaid, adjoining the lands devised to the said Dennis as aforesaid and now within his enclosures and in his possession, which parcels of land together contain two hundred acres of land more or less, all now in the possession of the said Dennis G. Orme. And also the following personal estate likewise in the possession of the said Dennis viz, one negro man named Charles aged about twenty nine years: one negro man named John aged about twenty two years: one negro boy named Greenbury aged about sixteen years: one negro boy named Isaac aged about eleven years: one negro woman named Kelly aged about sixty four years, one negro woman named Mary aged about thirty one years with her two children one named Sem aged about three years, and the other named Henry aged about fifteen months: one negro woman named Phoebe aged about twenty nine years with her child named Angiela aged about two years: one negro woman named Cara aged about thirty two years another child Moses aged about five years: one negro girl named Hannah aged about nine years and one negro girl named Rachel aged about seven years. To Have and To Hold the said Real Estate and negroes with the household and kitchen furniture, sheep horses cattle and farming utensils now upon the said farm, with every and singular the appertenances belonging or in anywise appertaining unto the said Farm, unto the said President & Directors of the Bank of the Metropolis and their assigns forever, to and for their only use

and behoof, and to and for no other use intent or purpose whatsoever; Provided always and it is the true intent and meaning of these presents and the parties thereunto that if the said Dennis G Orme his heirs or assigns do and shall well and truly pay unto the said President and Directors of the Bank of the Metropolis or their assigns the full and just sum of eighteen hundred dollars with interest thereon and costs of suit as provided in said agreement, that is to say, the said Dennis G. Orme to pay before the twenty third day of April next all the costs which he is bound to pay by said agreement with the interest on the whole sum of eighteen hundred dollars and at least three hundred dollars of the said principal sum, and to pay yearly thereafter the interest on the balance then due and owing, and at least three hundred dollars of the principal sum until the whole sum shall have been fully paid and satisfied in accordance with the terms of said agreement, then and in that event these presents and every matter and thing herein contained shall cease and be utterly null and void anything herein contained to the contrary thereof in any wise notwithstanding; otherwise to be and remain of full force and effect in Law. And provided always that until default in the payment as aforesaid the said Dennis G Orme his heirs and assigns shall remain in the enjoyment and possession of the said Real and Personal estate and receive the rents issues and profits thereof without any molestation let or hindrance by or from the said President & Directors of the Bank of the Metropolis or their assigns. In Testimony whereof the said Dennis G Orme hath hereunto set his hand and affixed his seal the day & year first hereinbefore written

Signed Sealed & Delivered in presence of Thos R Pindle
John Edwd Stalker.

Dennis G Orme (Seal)

State of Maryland Anne Arundel County To wit

Be it remembered that on this eleventh day of August in the year of our Lord one thousand eight hundred & forty seven before the subscribers two of the Justices of the peace of the State of Maryland in and for the County of Anne Arundel personally appeared Dennis G Orme party mortgagor in the aforegoing Deed or Instrument of writing and acknowledged the same to be his act and deed for the purposes therein mentioned; and the lands and chattels therein mentioned and thereby bargained and sold to be the right and estate of the President and Directors of the Bank of the Metropolis and their assigns forever according to the purport true intent and meaning of the said deed or Instrument of writing and the act of Assembly in such case made and provided. And we do hereby certify that we are satisfied of our own knowledge that Dennis G Orme the party making this acknowledgment is the person named and described as and

professing to be the party grantor in the aforegoing Deed or Instrument of writing. Acknowledged before & certified by.

Thos P Pindle. John Edw Stocker

Received to be recorded the 12th day of August 1847 same day recorded in Liber JWB No 3 Folio 498 &c one of the Land Record Books of Anne Arundel County and Examined by

Jas H Nicholson Clerk

Exhibit B.

Statement of the claim of the Bank of the Metropolis against Dennis G. Orme under the compromise with him made on the 23d April 1847.

Amount to be paid the Bank	$ 1800
Interest thereon from 23 April 1847 to 27 Oct. 1848.	163. 20
	1963. 20
Deduct then paid at Farm Bank, Annapolis	900.
	1063. 20
Int. on balance from 27 Oct. 1848 to 31 March 1850	91. 08
	1154. 28
Deduct paid by A. Randall Esq.	400.
	754. 28
Int. on balance from 31 March 1850 to 12 April 1850	1. 51
	755. 79
Deduct received from Mr Randall 12 Apl 1850	300.
Balance due,	455. 79
with interest from 12 April 1850	

D.G. Orme & wife say 21 Dec 55 they will pay you by 1st Sept. & perhaps part of the principal this year, and ——— 1857 pay off the whole.

And on the same day Dennis G. Orme files in said cause his answer to the said Bill in the words following to wit:

To The Honorable Nicholas Brewer, Circuit Judge of Anne Arundel County Court: The answer of Dennis G Orme of said County to the bill of Complaint of Thomas Carberry and others Trustees of the President and Directors of the Bank of the Metropolis against him in the first Court exhibited respectfully states that he admits the facts and statements in the said Bill set forth, and that he is indebted to the Complainants on account of said mortgage debt in the sum of four hundred and fifty five dollars and seventy nine cents with interest thereon from the 12th of April 1850 and he consents to a Decree for the sale of the said mortgaged premises for the payment of that debt and interest and costs to be passed forthwith, provided a stay of the sale be allowed until the first day of September next if there be then or before paid at least two hundred dollars, & a still further stay of the sale allowed until the first day of Sep=

(=tem. 1.)

tember next thereafter, 1857, if the balance of the said mortgage debt be then paid, all which is respectfully submitted.

Dennis G. Orme.

State of Maryland Anne Arundel County

On this twenty seventh day of March 1856 before me the subscriber a justice of the peace of the State of Maryland in and for the said County personally appears Dennis G Orme and makes oath that the facts & statements in the above answer by him set forth, are true to the best of his knowledge and belief.

Jno Glover

And the said cause thus standing was continued until October Term 1856. Afterwards, to wit, on the 6th day of December 1856 the Judge passed his Decree in said cause in the words following, to wit

Thomas Carberry, Stephen P. Franklin, George W Graham, Charles Hall, Levin Johnson, George Lowry, George Parker, James Thompson, Jno B. Todd, and Robert P. Dunlop Trustees of the Bank of the Metropolis

vs

Dennis G. Orme.

Circuit Court for Anne Arundel County In Equity
October Term 1856.

This case standing ready for hearing and being submitted upon the Bill answer & agreements, the Bill answers and all the other proceedings were by the Court here read & considered Whereupon it is on this 6th day of December in the year 1856 by Nicholas Brewer Circuit Judge, and by the authority of this Court adjudged ordered & Decreed that the mortgaged property, or so much thereof as may be necessary, in the proceedings mentioned be sold for the payment of the mortgage debt mentioned in the proceedings, That Randall & Hagner of the City of Annapolis be and they are hereby appointed Trustees to make said sale; and that the course & manner of his proceedings be as follows; They shall first file with the Clerk of this Court a Bond to the State of Maryland executed by themselves, with a surety or sureties to be approved by the Court, Judge or Clerk in the penalty of three thousand dollars, conditioned for the faithful performance of the trust reposed in them by this Decree or which may be reposed in them by any future order or decree in the premises They shall then proceed to make the said sale having at first given at least three weeks previous notice inserted in some newspapers or papers printed in the City of Annapolis, and such other notice as they may think proper of the time, place manner and terms of sale, which terms shall be as follows; one third of the purchase money in cash and the balance in two equal half yearly instalments, the whole bearing interest from the day of sale. No time has been given to the Defendant

because the period limited in his answer for the first payment has elapsed without the payment being made. And as soon as may be convenient after any such sale or sales the said Trustee shall return to this Court a full & particular account of the same, with an affidavit of the truth thereof, & of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by the Trustees & on the payment of the whole purchase money (& not before) the said Trustees by a good & sufficient deed to be executed & acknowledged agreeably to Law, shall convey to the purchaser or purchasers of said property and to his her or their heirs, the property to him her or them sold free clear and discharged of all claim of the parties to this cause, and of any person or persons claiming by from or under them or any of them. And the said Trustees shall bring into this Court the money arising on such sale or sales, and the bonds which may be taken for the same to be disposed of under the direction of this Court, after deducting therefrom the Costs of this suit, and such commission to the said Trustees as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith they shall appear to have discharged this trust

Rich Beaver Circuit Judge.

368

Thomas S. Iglehart adm^r of James H. Watkins of N

vs

Benjamin Carrick, Sally P. T. Watkins, Mary Luckett Watkins, Nicholas I. Watkins, Margaret Watkins and Anne I. Watkins.

Be it remembered that on this 20th day of October 1856 came Thomas S. Iglehart adm^r of James H. Watkins of N, by Cornelius McLean Esq. his Solicitor, in the Circuit Court for Anne Arundel County sitting in Equity, and exhibited in said Court their Bill of Complaint against Benjamin Carrick, Sally P. T. Watkins, Mary Luckett Watkins, Nicholas I. Watkins, Margaret Watkins and Anne I. Watkins in the words following to wit;

To The Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County; Humbly complaining shows unto your Honor Thomas S Iglehart administrator of James H. Watkins of N deceased late of Prince George County, that he has been duly appointed by the Orphans Court of said Prince George County administrator of the goods and effects of the said Watkins, and as such came into the possession of the bond of a certain Benjamin Carrick of Anne Arundel County for one thousand & fifty two dollars and twenty two cents, dated on the first of June in the year one thousand eight hundred and forty five, which bond duly signed & sealed by the said Benjamin Carrick, and which is herewith filed as a part of this Bill marked Exhibit T. S. I. No 1, which is prayed with all other Exhibits herein referred to to be made and taken as a part thereof, was given to the said James H. Watkins to secure the purchase money due by him to the said Watkins for certain real estate in said Anne Arundel County which he had purchased from him, and which the said Watkins had, on payment thereof, bound himself by a bond of conveyance, to convey to the said Carrick, as will fully appear from the said bond signed and sealed by the said Watkins and herewith filed marked T. S. I No 2 wherein and whereby the said land so purchased by the said Carrick is particularly described. And your orator further shows that although the said James H. Watkins extended the time for the payment of the said Bond, as will appear by his agreement dated on the sixteenth of September eighteen hundred and fifty three at the foot thereof, yet there was a condition annexed thereto, that the interest should be paid at the end of each year, which the said Carrick has failed to comply with. And your orator further shows that no part of the said bond has been paid, except the several sums credited on the third page of the paper on which the bond is written, which will fully appear from an inspection thereof, and your orator verily believes and therefore so charges that the said Carrick is insolvent, and

unable to pay the said money in any other manner than by a sale of the said land the title to which would be imperfect under a sale either by him or under legal proceedings against him by your orator, as the legal title is still outstanding in the widow and heirs at Law of the said Watkins, who after executing the said Bond of conveyance departed this life intestate, leaving a widow Sally P.T. Watkins, and the following children and heirs at Law, viz, Mary Luckett Watkins, Nicholas I. Watkins Margaret Watkins and Anne I. Watkins all of Anne Arundel County & minors within twenty one years of age. And your orator further shows that by reason of the insolvency of the said Barnick he is unable to obtain payment of the said money due on the said Bond, and that it can only be recovered by enforcing the specific lien which he is advised he has on the said Land for the purchase money, which however the said Barnick has heretofore failed to allow your orator to do so for as he is concerned, and which indeed your orator could not do except through the interposition of this Honorable Court, inasmuch as the said heirs at Law are all necessary parties to any such action, and are minors and therefore incompetent to act. All which is against equity and good conscience and tends manifestly to the injury of your orator. Forasmuch therefore as your orator is remediless in the premises, except through the interposition of this Honorable Court where this and matters of a like nature are properly cognizable, may it please your Honor to decree a specific performance of the said contract on the part of the said Barnick, and the payment of the said purchase money, and for that purpose decree a sale of the said property for the payment of the same, as well as the costs of these proceedings, and to grant unto your orator such other and further relief as may be reasonable in the premises. And to the end that the said Benjamin Barnick, Sally P.T. Watkins, Mary Luckett Watkins, Nicholas I. Watkins, Margaret Watkins and Anne I. Watkins may on their corporal oaths answer this Bill may it please your Honor to grant unto him the State's writ of subpoena commanding them by a certain day & under certain penalties to be therein prescribed to be and appear in this Honorable Court to answer the premises and abide by & perform such decree as may be passed therein. And as in duty bound your orator will ever pray &c

Cornelius McLean
Sol for Complainant.

Memorandum. The Exhibits P.S.I No 1 & 2 referred to in the Bill will be found with the Commission for Testimony

And thereupon a writ of subpoena was accordingly issued returnable

to the next Term of the said Court to wit, October Term 1856.
And the said writ of subpoena was returned, thus endorsed to wit,

State of Maryland A. A. County To wit

Be it remembered and it is hereby certified that on this 1st day of October 1856 before the subscriber a Justice of the peace of the State of Maryland personally appeared James A. Iglehart and made oath on the Holy Evangely of Almighty God that he served the within subpoena on Mary Luckett Watkins, Nicho. I. Watkins and Ann I. Watkins therein named on the 29 Sept. ult.

Wm. H. Peake. J.P.

And afterwards, to wit, on the 1st day of October 1856 came Benjamin Carrick and Sallie P. I. Watkins and filed in said cause their separate answers to the Bill of Complaint in the words following to wit;

Thos. I. Iglehart admr of Jas. H. Watkins of A. vs Benjamin Carrick — Circuit Court for Anne Arundel County

The separate answer of Benjamin Carrick to the Bill of Complaint of Thomas I. Iglehart exhibited against him, this Defendant & others, This respondent admits the facts stated in the said Bill of Complaint, and is willing that the said real Estate described in the bond of conveyance from the said Watkins to this respondent should be sold for the payment of the purchase money now due,

Benjamin Carrick

Signed in presence of Jas A. Iglehart

As solicitor for the Complainant I agree to receive the above answer without oath.

C. McLean for Compts.

Thomas I. Iglehart admr of Jas H. Watkins of A. vs Sally P. I. Watkins & others — In the Circuit Court for Anne Arundel County

The separate answer of Sally P. I. Watkins to the Bill filed against her and others by Thomas I. Iglehart: This respondent admits the facts stated in the Bill of Complaint of the said Iglehart, and is willing that the real estate therein referred to should be sold for the purposes mentioned

Witness Jas A. Iglehart

Sally P. H. Watkins

As solicitor for the Complainant I agree to receive the above answer without oath.

C. McLean Solr for Compts.

And on the same day a Commission was issued to James A. Iglehart to take the answers of the Infant Defendants, Mary Luckett Watkins, Nicholas I. Watkins, Margaret Watkins and Anne I. Watkins to the said Bill of Complaint.

And afterwards to wit, on the 9th day of October 1856 the Commissioner James A. Iglehart made return of said Commission with the infants answers in the words following to wit;

Maryland Sc. The State of Maryland To James A Iglehart of Anne Arundel County Greeting:

Whereas Thomas S Iglehart admr of James H. Watkins of W lately exhibited his Bill of Complaint before us in our Circuit Court for Anne Arundel County sitting as a Court of Equity against Benjamin Carrick Sally P. G. Watkins, Mary Luckett Watkins, Nicholas J. Watkins, Margaret Watkins and Ann S Watkins. And whereas we have by our writ lately commanded the said Defendants to appear before us in our said Circuit Court for Anne Arundel County sitting as a Court of Equity, at a certain day to answer the said Bill of Complaint, but forasmuch as the said Mary Luckett Watkins, Nicholas J. Watkins, Margaret Watkins and Ann S. Watkins are Infants under age, and cannot answer the said Bill, nor defend this suit without having a Guardian assigned in that behalf: Know ye therefore that we have given unto you full power & authority, in pursuance of the special order in our said Court, to assign and appoint a Guardian for the aforesaid Infants, and to take the answer of the said Infants by such Guardian to the said Bill: and therefore we command you that at such certain day and place as you shall think fit, you go to the said Defendants if they cannot conveniently come to you, & assign & appoint a Guardian for the aforesaid Infants, and take the answer of the said Infants by such Guardian to the said Bill, on such Guardians corporeal oath, upon the Holy Evangely to be administered by you, the said answer being distinctly and plainly wrote; and when you shall have so taken the said answers, you to send the same, closed up under your seal, together with your certificates of your having assigned and appointed such Guardian as aforesaid, and this writ unto us in our said Circuit Court for Anne Arundel County, sitting as a Court of Equity

Seal

Witness the Honorable Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County this 1st day of October A.D. 1856.

Test N. H. Green. Clk

To The Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County The undersigned respectfully returns that pursuant to the authority vested in him by the foregoing commission he did in the presence of the infants on the third day of October in the year eighteen hundred and fifty six assign and appoint Sally P. G. Watkins Guardian to the Infants in said commission named, and did take the answer of the

(said)

said Infants by the said Guardian on her corporal oath, by the undersigned administered, which answer hereto annexed, is herewith returned, together with said Commission. Witness my hand and seal this 3rd day October 1856.

Jas A Iglehart Commr (L.S.)

The answer of Mary Suckett Watkins, Nich I. Watkins, Margaret Watkins and Ann I. Watkins, Infants under the age of twenty one years by Sally P. G. Watkins their Guardian in that behalf specially appointed, to the Bill of Complaint of Thos S. Iglehart against Benj Carrick. Sally P. G. Watkins, Mary Suckett Watkins, Nich I Watkins, Margaret Watkins & Ann I. Watkins Defendants in the Circuit Court for Anne Arundel County, sitting as a Court of Equity exhibited. The defendants answering by their Guardian aforesaid to the said Bill of Complaint say that they do admit the truth of the several matters & things charged and set forth in said Bill, and pray that the Court will protect their interest in the premises, and they pray to be hence dismissed with their costs, and so forth.

Sally P. G. Watkins. Guardian.

The Guardian above named makes oath on the Holy Evangely of Almighty God that the matters & things stated in the foregoing answer are true to the best of her knowledge & belief. Sworn to before the Subscriber, Commissioner for that purpose appointed Jas A. Iglehart. Commr

And afterwards to wit on the 29th Octr 1856 a commission was issued to the standing commissioners to take testimony in said cause.

And afterwards to wit on the 3rd day of November 1856 J. Brewer of John one of the commissioners made return of the said commission with the proceedings under the same in the words following to wit:

Maryland Sct: The State of Maryland To J. Brewer of Jno. and B. G. B. Worthington of Anne Arundel County Greeting:

Know ye that we have appointed you to be our Commissioners to examine evidences in a cause depending in our Circuit Court for Anne Arundel County, sitting as a Court of Equity between Thomas S. Iglehart admr of Jas H. Watkins of h. Complainant and Benjn Carrick & others Defendants We therefore require you (having first taken the oath hereunto annexed, & also administered the annexed oath to the person whom you shall appoint as clerk to attend the execution of this Commission, that at such time and place as to you shall seem convenient you cause to come before you all such evidences as shall be named & produced to you by either the plaintiffs or Defendants; and that you examine them on their corporal oaths to be by you administered upon the Holy Evangely of Almighty God touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you cause notice to be given to the parties, or their

attornies of the execution of this Commission before you execute the same and having reduced the depositions of the witnesses so taken by you into writing you send the same, with this our Commission close under your hand and seal to us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity with all convenient speed.

Witness the Hon. Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County this 29th day of October AD 1857

Seal

N H Green Clk.

Commissioners Oath

You shall, according to the best of your skill and knowledge, truly faithfully and without partiality to any or either of the parties, take the examinations and depositions of all and every witness and witnesses produced & examined by virtue of the commission hereunto annexed, upon the interrogatories now, or which may hereafter before the said Commission is closed, be produced to and left with you, by either of the said parties. So Help you God

Clerks Oath.

You shall truly faithfully and without partiality to any or either of the parties in this cause, take, write down, and transcribe the depositions of all and every the witness and witnesses produced before and examined by the Commissioners named in the Commission hereunto annexed, as far forth as you are directed and employed by the said Commissioners to take, write down and transcribe the said depositions, or any of them. So Help you God.

The execution of this Commission appears by certain schedules thereto annexed

N Brewer of Ins Comm.

Seal

Thomas S Iglehart adm.
vs
Benjamin Carrick & others

In the Circuit Court for Anne Arundel County

Interrogatories to be propounded to witnesses produced on the part of Complainant.

1st Do you know the parties to this cause & how long have you known them?

2nd Did you know the late Jas H. Watkins of K, If you did you ever see him write, and if so look at the paper T. S. I. No 2 & say whether you know the signature, and if you say who is it is? Is the said Watkins living, and if not did he die testate or intestate?

3rd Did the said Jas H. Watkins leave any children, if you say who they are & whether they are the parties Defendants in this cause & whether if they are they are of full age or not?

Cornelius McLean
Sol for Complt.

Exhibit T. S. I No. 1.

Filed Octr. 29th 1856. N. Brewer of Ins. Commr.

75cts stamp

June 1st 1845

Know all men by these presents I Benjamin Carrick am held & firmly bound unto James H. Watkins of N in the full and just sum of one thousand and fifty two dollars and twenty two cents, current money, to be paid to the said James H. Watkins of N or to his certain attorney, executors administrators or assigns: to which payment well and truly to be made and done, I bind myself my heirs Executors and administrators by these presents sealed with my seal and dated this first day of June in the year eighteen hundred and forty five with interest from date.

Signed Sealed & Delivered in presence of Thos Iglehart. Jas N. Iglehart

Benjamin Carrick (Seal)

On the above note I hereby agree to give to the said Benjamin Carrick a credit of four years from this date; on condition that interest shall be paid at the end of each year

Jas H. Watkins of N.

September 16th 1853

Payments.	1846.	June 1st	$29.53.
	1847	Febry 12th	18.00
	1849	December 18th	62.05
		January 10th	16.76
	1850.	June. Money received from Beckett	130.00
	1851	June 4th	90.25
	1853	September 16th Cash	78.50

Exhibit T. S. I No. 2

Filed October 29th 1856 N. Brewer of Ins. Commr.

75 cents Stamp

January 1846.

Know all men by these presents that I James H. Watkins of N. am held and firmly bound unto Benjamin Carrick in the full and just sum of two thousand dollars, current money to be paid to the said Benjamin Carrick his Executors administrators and assigns, to which payment well and truly to be made and done I bind myself my heirs Executors and administrators, firmly by these presents sealed with my seal and dated this 21st day of January in the year eighteen hundred & forty six.

Whereas the said James H. Watkins of N hath agreed to sell and convey to the said Benjamin Carrick the following tracts and parcels and parts of tracts and parcels of land lying in Anne Arundel County, in the State of Maryland, following to wit; That tract or parcel of land being a part of a tract of land called "Waterford" adjoining the lands of the late David Stewart containing one hundred acres of land more or less, which was conveyed to the said James H. Watkins of N by Leonard Iglehart,

by Indenture bearing date the twenty second day of April in the year eighteen hundred and thirty six; also another parcel of land adjoining the above mentioned parcel of Land being part of a tract of land called & known by the name of "Waterford Enlarged" containing seventy six acres more or less which is contained within the following courses and distances: Beginning for the same at a large white oak tree now bounded on the East Bank of the Patuxent River and running from thence and downward and bounding on said river the following courses & distances to wit, First S41½ E 10 perches: 2nd S47½ E 8 perches: 3rd S34½ E 10 perches: 4th S33½ E 8 perches: 5th S24½ E 10 ps: 6th S33½ E 12 ps: 7th S83½ E 10 perches: 8th S75½ E 10 ps: 9th S25½ E 8 ps: 10 S15½ E 8 ps: 11 S19½ E 6 ps: 12th S12½ E 4½ ps: 13th N32° E 15 ps: 14th N16½ E 76 ps: 15th N 79½ W 28 ps: 16th S89½ W 38 ps: 17th N41 E 168 ps: 18th N1½ E 40 ps: 19 S 56 W 155½ ps: 20th S105 E 82 ps: 21st S60 W 34 ps to the beginning bounded oak tree containing and laid out for seventy six acres more or less: which last mentioned parcel of land is a part of a tract of land conveyed by Richard Harwood of Wm to Leonard Iglehart, and conveyed by said Iglehart to James H. Watkins of N by said Deed above mentioned, all which said land is now in possession of said Benjamin Carrick. And whereas the said Benjamin Carrick still owes to the said James H. Watkins of N the sum of one thousand and fifty two dollars and twenty cents with legal interest from June 1st 1845 on said purchase; Now the Condition of this obligation is such that if after the payment of said one thousand and fifty two dollars & twenty two cents, with legal interest from June 1st 1845 up to the time of payment the said James H Watkins of N will make & execute to the said Benj Carrick his heirs and assigns a good & sufficient deed of Conveyance of the said premises, and therein warrant and assure the same to them free from all incumbrance then this obligation to be void, otherwise to remain of full force & virtue

James H. Watkins of N. (Seal)

Signed Sealed & Delivered in presence of Thos S Iglehart.

Jas. R. Iglehart

At the execution of the annexed Commission issued out of the Circuit Court for Anne Arundel County sitting as a Court of Equity, empowering the Commissioners therein named, to examine evidences in a cause in said Court pending between Thomas S. Iglehart admr of James H. Watkins of N Complainant and Benjamin Carrick & others Defendants, I, Nicholas Brewer of Sus one of said Commissioners, in execution of the powers and authority by said Commission in me vested, having met on the 29th day of October eighteen hundred and forty six, at the Court House in the City of Annapolis, pursuant to previous notice thereof given to the

said parties, did proceed then and there to take the following depositions to wit:

Stephen Beard, a witness of lawful age produced on the part of the Complainant, (being duly sworn and examined to interrogatories filed with the Commissioner by the Complainant, and herewith returned deposes & says, to the

1st Interrogatory: Deponent is acquainted with all the parties except the children of James H. Watkins of N.

2nd Interrogatory: Witness knew the late James H. Watkins of N, and has seen him write. The paper marked "Exhibit T.S.I No 2" being shewn witness he says that the signature to said paper is the genuine signature of said Jas H. Watkins of N. He is dead (but witness does not know whether he died intestate or not.

3rd Interrogatory: Waived as to this witness.

Samuel H Dorsett a witness of lawful age produced on the part of the Complainant (being duly Sworn & examined, answers as follows, to

1st Interrogatory: Deponent is acquainted with all the parties, and has known them for some time.

2nd Interrogatory: Deponent knew the late Jas H. Watkins of N, and has seen him write. The paper marked T.S.I. No 2 (being shewn witness he says he (believes the signature to said paper to be in the hand-writing of Jas H. Watkins of N He is dead & died intestate.

3rd Interrogatory: He left a widow and four children; Sally P.I. Watkins his widow and the following children named Mary Luckett Watkins, Nicholas I. Watkins, Margaret Watkins and Anne I. Watkins, who are the persons named as parties to this cause, & all of whom are under twenty one years of age

There (being) no other witness to be examined, and neither party desiring further time for the production of his evidences the Commissioner closed the said Commission & herewith returns the same under his hand & seal this third day of November 1856. N Brewer of Inc. Comm (Seal)

And on the same day there was filed in said cause the following agreement;

Thos S. Iglehart adm of James H. Watkins
vs
Benjamin Carrick

Circuit Court for A A County
October 1856

We admit notice of taking testimony in this case on the 29th Instant, and we agree that

the case may be submitted without further delay for a Decree

Cornelius McLean. for Complainant

Sally P. T. Watkins. as Widow

Sally P. T. Watkins as Guardian ad Litem.

And afterwards to wit on the 6th day of December 1856 the Judge passed in said cause this Decree in the words following to wit

Thomas S Iglehart adm.r of James H Watkins of N	In the Circuit Court for Anne Arundel County
vs.	October Term 1856.
Benjamin Carrick & others.	This case standing ready for hearing and having been submitted without argument

the bill answers and other proceedings, were read and considered.

It is thereupon this 6th day of December in the year one thousand eight hundred and fifty six by Nicholas Brewer Judge and by the authority of this Court adjudged ordered and Decreed that unless the said Benjamin Carrick pay to the Complainant or bring into Court to be paid to him the debt mentioned in these proceedings with interest to the day of payment or bringing as aforesaid with the costs of these proceedings on or before the first day of January next the said land be sold; and upon the payment or bringing in as aforesaid the real estate in the said proceedings mentioned shall be conveyed to the said Benjamin Carrick and his heirs and assigns by a good and sufficient deed duly executed and acknowledged free and clear of the claim right, title and interest of the parties to this cause, and of all persons claiming under them or any of them: and for the purpose of making and executing the said conveyance, Cornelius McLean is hereby appointed Trustee with full power to make and execute the same. And it is further adjudged ordered and decreed that if the said land be sold the said Cornelius McLean is hereby appointed the Trustee for making said sale, whose course and manner of proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of three thousand dollars conditioned for the faithful performance of the Trust reposed in him by this Decree or which may be reposed in him by any future decree or order in the premises. He shall then proceed to make said sale having first given three weeks notice of the time, manner place and terms thereof in some newspaper published in Anne Arundel County, and such other notice as he may think proper; which terms shall be one

third cash on the day of sale and the residue in one and two years in equal instalments with interest, the whole purchase money to bear interest from the day of sale, and the credit payments to be secured by the bond of the purchaser with a surety or sureties to be approved by the said Trustee. And as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a free and particular account of the same with an affidavit of the truth thereof and of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money and not before, the said Trustee by a good and sufficient deed to be executed and acknowledged agreeably to Law shall convey to the purchaser or purchasers of said property and to his her or their heirs the property to him her or them sold, free clear and discharged of all claim of the parties to this cause and of any person or persons claiming by from or under them or any of them. And the said Trustee shall bring into this Court the money arising on such sale or sales, and the bonds or notes which may be taken for the same to be disposed of under the direction of this Court after deducting therefrom the costs of this suit and such commissions to the said Trustee as this Court may think proper to allow in consideration of the skill attention & fidelity wherewith he shall appear to have discharged his Trust.

Archs Brewer. Circuit Judge

3811.

Andrew Flannigain
vs
Joseph Starr and
Hannah R. Starr.

Be it remembered that heretofore, to wit, on the 6th day of June 1856, came Andrew Flannigain by F. H Stockett his Solicitor in the Circuit Court for Anne Arundel County sitting in Equity and Exhibited his Bill of Complaint against Joseph Starr and Hannah R. Starr in the words following to wit;

To the Honorable Nicholas Brewer Judge of Circuit Court for Anne Arundel County in Equity:

The Bill of Complaint of Andrew Flannigan of Baltimore City humbly shows that heretofore to wit, on the 27th day of March in the year eighteen hundred and fifty one a certain Joseph Starr then of the City of Baltimore but now of Anne Arundel County, being indebted unto the said Andrew in the sum of two thousand two hundred and seventy five dollars with interest thereon from the fifteenth day of that month and year, with his wife Hannah R Starr the more effectually to secure to your orator the payment of the said sum of money and interest thereon as aforesaid at the times and on the conditions hereafter specified, did on the first named day by their deed of that date convey unto your orator and to his heirs certain real Estate lying in said County and particularly described in said Deed; to which deed there is a condition annexed that it be void on the payment by the said parties thereto of the first part to your orator of the aforesaid sum of money with interest thereon as aforesaid in the manner and at the times following to wit the sum of two hundred and fifty dollars with interest thereon from the fifteenth day of March eighteen hundred and fifty one on or before the fifteenth day of March eighteen hundred & fifty two, part of said debt; and the further sum of three hundred dollars with interest from said date on or before the fifteenth day of March eighteen hundred and fifty three, other part of said debt; and the further sum of three hundred dollars with interest from said date on or before the fifteenth day of March eighteen hundred and fifty four, other part of said debt; and the further sum of three hundred and fifty dollars with interest from said date on or before the fifteenth day of March eighteen hundred and fifty five, other parcel of said debt; and the further sum of three hundred and fifty dollars with interest from said date on or before the fifteenth day of March eighteen hundred & fifty six other parcel of said debt; and the further sum of four hundred and fifty dollars with interest from said date on or before the

fifteenth day of March eighteen hundred and fifty seven other parcel of said debt; and the further sum of two hundred and seventy five dollars with interest from said date on or before the fifteenth day of March eighteen hundred and fifty eight the residue of said debt, as by a copy of said deed duly certified and filed herewith as a part of this Bill more fully appear; And your orator charges that the instalments of the aforesaid debt secured to be paid severally on the fifteenth day of March in the year eighteen hundred and fifty two, three and four, with the interest thereon due have been severally paid unto him, but that the whole residue of the aforesaid debt with interest as aforesaid remains still unpaid, of which the instalments due on the fifteenth days of March eighteen hundred and fifty five and six with the interest on the same are payable and have become in arrear, the times limited by said deed for the payment thereof having passed and payment thereof having been respectively demanded of the aforesaid parties. And your orator now insists that by the terms and conditions of said deed the failure of the said parties thereto of the first part to pay the aforesaid two instalments and interest thereon as they respectively became due has caused a forfeiture of the entire mortgage property so far as to give the right to him to demand the payment of the whole residue of the debt still due thereon as well those instalments payable on the fifteenth days of March eighteen hundred and fifty seven, eight, as those which were in arrear on the fifteenth days of March eighteen hundred and fifty five and six. To the end therefore that the said Joseph Starr and Hannah B. Starr his wife may answer the several matters and things hereinbefore stated as fully and as particularly as if they were herein again repeated & they were thereto specially interrogated, and that the premises aforesaid or so much thereof as may be necessary may be sold for the payment of your orator's entire claim or for so much thereof as your Honor may be of opinion he is now entitled to demand payment of, with interest thereon according as the same is limited by the covenants and conditions of said deed; and that your orator may have such further or other relief as the nature of his case may require. May it please your Honor to grant unto your orator the writ of subpoena against the said Joseph Starr and Hannah B. Starr of Anne Arundel County commanding them to appear in this Court at some certain day to be therein named

to answer the premises and abide by and perform such decree as may be passed therein, And as in duty &c

Wm B Perne
Frank H Stockett Sol Compr.

Memorandum. The Copy of the Deed referred to in the Bill will be found with the Commission for Testimony.

And thereupon a writ of subpoena was accordingly issued returnable to the next Term, to wit, July Term 1856.

And the said writ of subpoena against the Defendants aforesaid was returned endorsed as follows "Summoned E. W. Duvall Shff.

And afterwards to wit on the 20th day of August 1856 the Judge passed an Interlocutory Decree in the words following, to wit,

Andrew Flannagan
vs.
Joseph Starr and
Hannah R. Starr his wife.

Circuit Court for A. A. County.
In Equity
July Term 1856.

In this cause the Defendants having been returned summoned and having failed to appear or answer according to the rules of this Court. It is thereupon this 20th day of August in the year eighteen hundred and fifty six (by Nicholas Brewer Judge) and by the authority of this Court adjudged ordered and decreed that the Complainant is entitled to relief in the premises; but inasmuch as it does not sufficiently appear to what relief the said Complainant is entitled, It is further adjudged and ordered that a Commission to take testimony on behalf of the said Complainant issue to such person or persons as may be named by him to take proof to sustain the allegations of the Bill according to the act of Assembly &c

Nicholas Brewer Circuit Judge.

Afterwards to wit on the 22nd day of August 1856 a commission was issued to the standing Commissioners to take testimony in said Cause.

Afterwards to wit on the 27th August 1856 Brice T. B. Worthington one of the Commissioners aforesaid made return of said Commission with the proceedings under the same in the words following To wit

Maryland Sc The State of Maryland To Brice T. B. Worthington and Nicholas Brewer of Jno. of Anne Arundel County Greeting; Know that we have appointed you to be our Commissioners to examine evidences in a cause depending in our Circuit Court for Anne Arundel County, sitting as a Court of Equity between Andrew Flannagain Complainant and Joseph Starr and Hannah R. Starr his wife defendants We therefore require you having first taken the oath hereunto annexed and also administered the annexed oath to the person whom you shall appoint as clerk to attend the execution of this Commission, that at

such time and place as to you shall seem convenient, you cause to come before you all such evidences as shall be named and produced to you by either the plaintiff or defendants; and that you examine them on their corporeal oaths, to be by you administered upon the Holy Evangelys of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you cause notice to be given to the parties or their attorneys of the execution of this Commission before you execute the same; and having reduced the depositions of the witnesses so taken by you into writing you send the same with this our Commission close under your hand & seal, to us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity with all convenient speed

Seal

Witness the Hon'l Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County this 22 day of August AD 1856

N. H. Green Clk

Commissioner's Oath

You shall, according to the best of your skill and knowledge truly, faithfully and without partiality to any or either of the parties, take the examinations and depositions of all and every witness & witnesses produced and examined by virtue of the Commission hereunto annexed, upon the interrogatories now or which may hereafter before the said Commission is closed, be produced to and left with you by either of the said parties. So Help you God.

Clerk's Oath

You shall truly faithfully and without partiality to any or either of the parties in this cause take, write down and transcribe the depositions of all and every the witness and witnesses produced before examined by the Commissioners named in the Commission hereunto annexed, as far forth as you are directed & employed by the said Commissioners to take, write down and transcribe the said depositions or either of them So Help you God

The execution of this Commission will appear from certain schedules thereto annexed.

B. I. B. Worthington Comm'r.

At the execution of this commission issued out of the Circuit Court for Anne Arundel County, in Equity, authorizing the Commissioners therein named to examine evidence in a cause in said Court pending between Andrew Hannagain Complainant and Joseph Starr and Hannah R. Starr his wife Defendants, I, Brice I. B. Worthington one of the Commissioners therein named, at the request of the Complainant's Solicitor opened the said Commission in order to take proof thereunder, on Tuesday August the twenty sixth eighteen hundred and fifty six at my office in the City of Annapolis at four o'clock P.M. Neither party produced any witness to be examined; and Frank H. Stocker the Complainant's solicitor having

(filed)

filed under the Commission a paper endorsed "Joseph Starr & wife to Andrew Flamingain, Copy Mortgage" declared that he proposed to offer no other testimony under said Commission and requested the same to be returned. No other testimony being produced, and neither party desiring further time for the production of evidence, the said Commissioner closed the said Commission and herewith returns the same under his hand & seal this 27 day of August 1856.

B. F. B. Worthington. Comm^r (Seal)

Joseph Starr and wife
to
Andrew Flamagain

Copy Mortgage.
Filed under the Commission August 26th 1856.
B. F. B Worthington Comm^r.

This Indenture made this twenty seventh day of March in the year eighteen hundred and fifty one between Joseph Starr and Hannah B Starr his wife of the City of Baltimore of the one part and Andrew Flamagain of the City of Baltimore as Trustee of Samuel G Taylor of the other part Whereas the said Joseph Starr stands justly indebted unto the said Andrew Flamagain Trustee as aforesaid in the full and just sum of two thousand two hundred and seventy five dollars current money as of the fifteenth day of March in the year eighteen hundred and fifty one, being the residue of the purchase money due him for a certain parcel of land lying and being in Anne Arundel County hereinafter more particularly specified, which said sum of money with interest thereupon from the said last mentioned date is to be paid in the several portions, and at the several times hereinafter mentioned. Now This Indenture Witnesseth that the said parties hereto of the first part in consideration of the said debt or sum of money owing to the said Andrew Flamagain as aforesaid and for the better securing the payment thereof with interest to the said Andrew Flamingain his Executors administrators or assigns in the several sums and at the times hereinafter specified, and also in consideration of the further sum of ten dollars current money to them in hand paid by the said Andrew Flamagain at or before the sealing and delivery of these presents the receipt whereof the said parties of the first part do hereby acknowledge have granted bargained and sold release and confirmed, and by these presents do grant bargain and sell release and confirm unto the said Andrew Flamagain Trustee as aforesaid and to his heirs and assigns All that parcel of land situate lying and being in Anne Arundel County which is particularly described in and specified by a certain conveyance from Andrew Flamigain Trustee as aforesaid to the said Joseph Starr, and intended to bear even date with these presents, wherewith,

to be recorded among the Land records of said County as by reference thereto will appear. Together with all and singular the buildings and improvements thereon erected and other the premises and appurtenances thereunto belonging. To Have and To Hold the said tract or parcel of land and every part and parcel thereof, with the appurtenances thereunto belonging unto the said Andrew Flannagan Trustee as aforesaid his heirs and assigns to the only proper use and behoof of him the said Andrew Flannagan Trustee as aforesaid his heirs and assigns forever, and to and for no other use intent or purpose whatsoever: provided always and it is declared to be the true intent and meaning of these presents and of the parties hereto that if the said parties hereto of the first part their heirs executors, & administrators do & shall well and truly pay or cause to be paid unto the said Andrew Flannagain his Executors administrators or assigns the said full sum of two thousand two hundred and seventy five dollars lawful money with interest for the same in the manner and at the times following to wit: the sum of two hundred and fifty dollars with interest thereon from the fifteenth day of March eighteen hundred and fifty one on or before the fifteenth day of March eighteen hundred and fifty two, part of said debt; and the further sum of three hundred dollars with interest from said date on or before the fifteenth day of March eighteen hundred and fifty three other part of said debt; and the further sum of three hundred dollars with interest from said date on or before the fifteenth day of March eighteen hundred and fifty four other part of said debt; and the further sum of three hundred & fifty dollars with interest from said date on or before the fifteenth day of March eighteen hundred and fifty five other parcel of said debt; and the further sum of three hundred and fifty dollars with interest from said date, on or before the fifteenth day of March eighteen hundred and fifty six other parcel of said debt; and the further sum of four hundred & fifty dollars with interest from said date on or before the fifteenth day of March eighteen hundred and fifty seven other parcel of said debt; and the further sum of two hundred and seventy five dollars with interest from said date on or before the fifteenth day of March eighteen hundred and fifty eight the residue of said debt without any deduction or abatement whatsoever then and from thenceforth these presents and every matter and thing therein contained shall cease and be utterly void and void anything herein contained to the contrary thereof in any wise notwithstanding. And the said Joseph Starr

for himself his heirs Executors and administrators doth covenant grant promise and agree to and with the said Andrew Flannagan his executors administrators and assigns in manner and form following that is to say that he the said Joseph Starr his heirs executors administrators or some of them shall and will well and truly pay or cause to be paid unto the said Andrew Flanningain his executors administrators or assigns the said sum of money with Interest thereon in the manner and at the times hereinafter specified without any deduction or abatement whatsoever as aforesaid And lastly it is covenanted and agreed upon by and between both the said parties to these presents and it is hereby declared to be the true intent and meaning hereof and of the parties hereunto that until default shall be made in the payment of the said debt or sum of money or any part thereof, and legal interest for the same as aforesaid in the manner and on the days hereinbefore limited for the payment thereof it shall and may be lawful to and for the said parties hereto of the first part their heirs and assigns peaceably and quietly to have hold occupy possess and enjoy all and singular the said premises above granted and released and every part thereof with the appurtenances and to have receive and take the rents issues and profits thereof to their own particular use and benefit any thing herein contained to the contrary thereof in any wise notwithstanding. In witness whereof the said parties hereto of the first part have hereunto set their hands and affixed their seals the day and year first hereinbefore written.

Signed Sealed & Delivered in the presence of the word "Witnesseth" having first been added in the 23rd line 1st page D. C. H. Bordley
Hugh J. Morrison

Joseph Starr (Seal)
Hannah R. Starr (Seal)

State of Maryland } City of Baltimore } to wit

On this 27 day of March in the year eighteen hundred and fifty one before the subscribers two Justices of the peace of the State of Maryland in and for the City of Baltimore personally appeared the above named Joseph Starr and Hannah R his wife and severally acknowledged the foregoing Instrument of writing to be their act and deed; the said Hannah R. Starr having before us privately and apart from and out of the presence & hearing of her said husband first signed and sealed said Instrument of writing and being thereupon and there privately examined apart from and out of the presence and hearing of her said husband the said Hannah R Starr declareth that she signed and sealed said Instrument and made this acknow-

=ledgement thereof as aforesaid willingly and freely and without being induced thereto by fear or threats of or ill usage by her husband or dread of her displeasure. And we further certify that we know of our own knowledge that the persons so as aforesaid appearing before us are the identical persons named and described as and professing to be the party grantors in the foregoing Instrument of writing

D. C. H. Bordley Hugh S. Morrison.

State of Maryland Baltimore City To wit

On this 27th day of March 1857 before the subscriber a Justice of the peace of the State of Maryland in and for said City personally appeared the hereinbefore named Andrew Hammagain the mortgagee in the foregoing Instrument of writing & made oath that the Consideration as set forth in the same is true and bona fide as therein set forth

Sworn before D. C. H. Bordley Hugh S. Morrison.

State of Maryland Baltimore County Sc.

I hereby certify that D. C. H. Bordley and Hugh S. Morrison Esquires before whom the annexed acknowledgments and affidavit were made and who have thereto subscribed their names were at the time of so doing Justices of the peace of the State of Maryland in and for the City of Baltimore duly commissioned & sworn.

Seal

In Testimony whereof I hereto set my hand and affix the seal of Baltimore County Court this 27th day of March AD 1857 A. W. Bradford Clk Balt County Court

Anne Arundel County to wit: I certify that the grantee this day paid $1.50 being the duty chargeable by Law on this Instrument of writing the receipt whereof is hereon endorsed agreeably to the act of Assembly of December session 1846 Chapter. Jas H. Nicholson Clk.

Recorded the 1st day of April 1857.

State of Maryland Anne Arundel County To wit

I hereby certify that the aforegoing is a true copy taken from Liber J. H. N. No 5 Folio 526 &c one of the Land Record Books of Anne Arundel County.

Seal

In Testimony whereof I hereto set my name and affix the seal of the Circuit Court for Anne Arundel County this 4th day of June 1856. N. H. Green, Clk

Afterwards, to wit on the 8th day of December 1856 the Judge passed in said cause this Decree in the words following To wit

Andrew Hammagain	Circuit Court for A. A. County
vs	In Equity
Joseph Starr & Hannah	October Term 1856.
R. Starr (his wife)	

This case standing ready for hearing and being submitted without argument on behalf of Complainant the Bill and all the other proceedings were by this Court read and considered: Whereupon it is on this eighth day of December in the year 1856 by Nicholas Brewer Judge and by the authority of this Court adjudged ordered and Decreed, that unless the Defendants or one of them shall on or before the eighth day of February next pay or bring into this Court to be paid into the Complainant the amount of the mortgage debt due and now payable to the Complainant as set out in the proceedings in this cause with interest thereon from the fifteenth day of March 1851 until paid or brought in as aforesaid, together with the Complainants costs of this suit, to be taxed by the Clerk of this Court, that the real estate in the proceedings mentioned be sold, That Frank H. Stockett of the City of Annapolis be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings be as follows He shall first file with the Clerk of this Court a Bond to the State of Maryland executed by himself with a surety or sureties the approved agreeably to Law in the penalty of five thousand dollars conditioned for the faithful performance of the trust reposed in him by this Decree or which may be reposed in him by any future order or decree in the premises. He shall then proceed to make the said sale having in first given at least three weeks previous notice inserted in some newspapers or papers printed in Annapolis and such other notice as he shall think proper of the time place manner and terms of sale, which terms shall be as follows The purchase money to be paid in Cash on the day of sale or the ratification thereof by this Court in the option of the Trustee. And as soon as may be convenient after any such sale or sales the said Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money (and not before) the said Trustee by a good and sufficient deed to be executed and acknowledged agreeably to Law shall convey to the purchaser or purchasers of said property and to his her or their heirs the property to him her or them sold free clear and discharged of free claim of the parties to this cause and of any person or persons claiming by from or under them or any of them. And the said Trustee shall bring into this Court the money arising on such sale or sales, and the bonds which may be taken for the same to be disposed of under the direction of this Court after deducting therefrom the costs of this suit, and such Commission to the said Trustee as this Court shall think proper to allow on consideration

tion of the skill attention and fidelity wherewith he shall appear to have discharged this Trust: and liberty is hereby reserved to the Complainants to apply for any further order or decree in the premises, if necessary when the other instalment becomes due

Nicholas Brewer Circuit Judge

Afterwards, to wit, on the 3rd day of Feby 1857 the Trustee filed his Bond which being duly approved is in the words following to wit;

Know all men by these presents, that we Frank H. Stockett & Thomas Welsh of Anne Arundel County in the State of Maryland are held and firmly bound unto the State of Maryland, in the full and just sum of five thousand dollars current money, to be paid to the said State of Maryland or its certain Attorney: to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs executors and administrators firmly by these present Sealed with our Seals and dated this second day of February in the year eighteen hundred and fifty seven; Whereas by a Decree of the Circuit Court for Anne Arundel County in Equity bearing date on the eighth day of December eighteen hundred and fifty six, and passed in a cause in the said Court wherein Andrew Flannagain is Complainant and Joseph Starr and Hannah R. Starr his wife are Defendants, the above bound Frank H. Stockett has been appointed Trustee to make sale of certain real estate in the proceedings in said cause mentioned. Now the Condition of the above obligation is such that if the above bounden Frank H. Stockett do and shall well and faithfully perform the trust reposed in him by the said Decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void otherwise to remain in full force and virtue in Law

Signed Sealed & Delivered in the presence of William T. Iglehart.

Frank H. Stockett (L.S.)
Thos Welsh (L.S.)

I certify that the Surety to the within Bond is sufficient

A. B. Hagner Solr.

Approved 3 Febry 1857 N. H. Green Clk

Afterwards, to wit, on the 28th day of February 1857 an order was filed directing the said Decree to be entered for the use of John J. Heckert in the words following to wit;

Andrew Flannigain vs Joseph Starr & Hannah R Starr his wife.	Circuit Court for A. A. County Decree for Sale to pay mortgage debt Mr Green you will please enter the Decree in this cause for the use of John J. Heckert to carry with also the whole residue of the Mortgage debt, costs &c

28 Feby 1857 Frank H. Stockett for Complainant

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Allen Warfield
vs.
Thomas Warfield, Elizabeth Marsh, Henry Warfield & Ann Warfield

Be it remembered that on this 25th day of September 1856 came Allen Warfield by W. C. Gantt his solicitor in the Circuit Court for Anne Arundel County sitting in Equity, and exhibited in said Court his Bill of Complaint against Thomas Warfield, Elizabeth Marsh, Henry Warfield and Ann Warfield in the words following, to wit:

To The Hon Nicholas Brewer Judge of the Circuit Court for Anne Arundel County, sitting in Equity,

The bill of complaint of Allen Warfield of Anne Arundel County respectfully states, That some time in the spring of the year eighteen hundred and forty eight one Patience Maccubbin died leaving a will duly executed to pass real estate; Whereby she devised a farm on Rock Creek in Anne Arundel County containing forty acres more or less to one Elijah Smith during his life, and after his death to the sister of the Testator Ann Warfield to her her heirs and assigns forever, creating thereby a vested remainder in fee in the said Ann Warfield as will appear by an authenticated copy of said will, (which was admitted to probate on the twenty third day of May eighteen hundred and forty eight) hereunto filed marked Exhibit A No 1 which your orator pray may be taken as part of this his bill of Complaint. Your orator further states that Elijah Smith the life tenant of said land hath recently died, and that the said Ann Warfield departed this life intestate some time in the year eighteen hundred and fifty four leaving the following children and grand children her only heirs at Law to whom the said land hath now descended namely, 1st, Allen Warfield the complainant, 2nd, Thomas Warfield, 3rd, Elizabeth Marsh widow of Joseph Marsh deceased and 4th Henry Warfield and Ann Warfield the minor children and sole heirs at Law of Richard Warfield another son of the said Ann Warfield, and who died intestate some three years since. And your orator further charges that the said real estate is not susceptible of advantageous partition amongst the parties entitled thereto: and that it will be for the interest and advantage of all parties interested and especially of the said infant children of the said Richard Warfield deceased to have the same sold, and the proceeds distributed amongst the parties in proportion to their respective interests To the end therefore that the defendants hereinafter named may answer the premises and

(that)

that a decree may be passed for a sale of the said land under the direction of this Court, and the proceeds thereof be distributed amongst the parties in proportion to their respective interests, and that your orator may have such further or other relief as his case may require, May it please your Honor to grant unto him the writ of subpoena against the said Thomas Warfield, Elizabeth Marsh, Henry Warfield and Ann Warfield all of Anne Arundel County commanding them to appear in this Court at some day certain to be therein named to answer the premises and abide by and perform such decree as may be passed therein, & in duty bound &c

Walter C. Gantt for complainant

Memorandum. The Exhibit A. W. referred to in the Bill will be found with Commission for Testimony.

And thereupon a subpoena was accordingly issued against Henry Warfield & Ann Warfield returnable to this Term but October Term 1856.

And afterwards, to wit, on the 8th day of October 1856 Thomas Warfield and Elizabeth Marsh by Oliver Miller their Solicitor filed in said cause their separate answers to the said Bill of Complaint in the words following to wit:

The seperate answer of Thomas Warfield of Anne Arundel County to the Bill of Allen Warfield against him and others in Equity exhibited. This respondent further answer to said bill states that he admits all the allegations therein contained that the said land hath descended to the parties to this suit and consents to a decree for the sale thereof as prayed by said bill.

Thomas his (mark) Warfield

Oliver Miller, atty for Respondent — Witness Wm Skinner

The seperate answer of Elizabeth Marsh of Anne Arundel County to the Bill of Allen Warfield against him and others in Equity exhibited. This respondent for answer to said Bill states that she admits all the allegations therein contained that the said land hath descended to the parties to this suit, & consents to a decree for the sale thereof as prayed by said Bill

Elizabeth her (mark) + Marsh

Oliver Miller atty for Respondent — Witness Wm Skinner.

And the said writ of subpoena was returned Endorsed to wit "Summoned. E. W. Duvall Shff"

Afterwards to wit on the 17th day of October 1856 a commission was issued to Eli Gaither to take the answer of the Infant defendants

(Thomas)

Henry Warfield and Ann Warfield to the said Bill
Afterwards, to wit, on the 11th day of November 1856 the Commissioner Eli Gaither made return of said Commission with the answer of the Infant defendants Henry Warfield and Ann Warfield to the said Bill in the words following to wit

Maryland Sc The State of Maryland To Eli Gaither of Anne Arundel County Greeting: Whereas Allen Warfield lately exhibited his bill of complaint before us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, against Thomas Warfield and Elizabeth Marsh, Henry Warfield and Ann Warfield And whereas we have by our writ, lately commanded the said defendants to appear before us in our said Circuit Court for Anne Arundel County, sitting as a Court of Equity, at a certain day to answer the said Bill of Complaint; but forasmuch as the said Henry Warfield and Ann Warfield are Infants under age and cannot answer the said Bill, nor defend this suit without having a Guardian assigned in that behalf: Know ye therefore that we have given unto you full power and authority in pursuance of the special order in our said Court to assign and appoint a Guardian for the aforesaid Infants and to take the answer of the said Infants by such Guardian to the said Bill; and therefore, we command you that at such certain day & place as you shall think fit, you go to the said Defendants if they cannot conveniently come to you, and assign and appoint a Guardian for the aforesaid Infants, and take the answers of the said Infants by such Guardian to the said bill, on such Guardians corporeal oath upon the Holy Evangels to be administered by you the said being distinctly and plainly wrote; and when you shall have so taken the said answers you to send the same closed up under your seal together with your certificates of your having assigned & appointed such Guardian as aforesaid, and this writ unto us in our said Circuit Court for Anne Arundel County sitting as a Court of Equity

Witness the Honorable Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County this 17th day of October Anno Domini 1856.

Test N. H. Green. Clk

To the Honorable Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County: The undersigned respectfully returns that pursuant to the authority vested in him by the foregoing commission he did in the presence of the Infants on the 30th day of October in the year 1856 assign and appoint James D. Hart

(Guardian)

Guardian to the infants in said commission named, and did take the answer of the said Infants by the said Guardian on his corporeal oath by the undersigned administered which answer hereto annexed is herewith returned together with said Commission. Witness my hand and seal this 30th day of October 1856. Eli Gaither Comm^r (L.S.)

The answer of Henry Warfield and Ann Warfield infants under age of twenty one years by James D. Hart their Guardian in that behalf specially appointed to the Bill of Complaint of Allen Warfield against these Defendants in the Circuit Court for Anne Arundel County sitting as a Court of Equity exhibited. These Defendants answering by their Guardian aforesaid, to the said Bill of Complaint say that they do not admit or deny the truth of the several matters & things charged and set forth in said bill and pray that the Court will protect their interest in the premises, and they pray to be hence dismissed with their costs and so forth

James Dickson Hart. Guardian

James D. Hart the Guardian above named makes oath on the Holy Evangely of Almighty God that the matters & things stated in the foregoing answer are true to the best of his knowledge and belief. Sworn to before the Commissioner for that purpose appointed

Eli Gaither

Afterwards to wit on the 12th day of November 1856 a Commission was issued to the standing Commissioners to take testimony in said Cause

And afterwards to wit on the 3rd day of December N. Brewer of Ins one of the Commissioners made return of said Commission with the proceedings under the same in the words following to wit;

Maryland Sc: The State of Maryland To Bruce S. B. Washington and Nicholas Brewer of Ins of Anne Arundel County Greeting; Know that we have appointed you to be our Commissioners to examine evidences in a cause depending in our Circuit Court for Anne Arundel County sitting as a Court of Equity between Allen Warfield Complainant and Henry Warfield and Ann Warfield Defendants. We therefore require you (having first taken the oath hereunto annexed, & also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this Commission that at such time and place as to you shall seem convenient you cause to come before you all such evidences as shall be named and produced to you by either the plaintiff or Defendants; and that you examine

(Ch.)

them on their corporeal oaths to be by you administered upon the Holy Evangely of Almighty God touching their knowledge or remembrance of any thing that may relate to the cause aforesaid: and that you cause notice to be given to the parties or their attorneys of the execution of this Commission before you execute the same; and having reduced the depositions of the witnesses so taken by you into writing you send the same with this our commission close under your hand and seal to us our Circuit Court for Anne Arundel County sitting as a Court of Equity with all convenient speed

Witness the Hon Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County this 12th day of November Anno Domini 1856 N. H. Green. Clk

(Seal)

Commissioners Oath

You shall according to the best of your skill and knowledge truly faithfully and without partiality to any or either of the parties take the examinations and deposition of all & every witness & witnesses produced & examined by virtue of the Commission hereunto annexed upon the interrogatories now or which may hereafter before the said Commission is closed, be produced to and left with you by either of the said parties. So help you God.

Clerk's Oath.

You shall truly faithfully and without partiality to any or either of the parties in this cause, take write down and transcribe the depositions of all and every the witness and witnesses produced before and examined by the Commissioners named in the Commission hereunto annexed, as far forth as you are directed and employed by the said Commissioners to take, write down & transcribe the said depositions or any of them: So help you God.

(Endorsed). The execution of this Commission appears by certain schedules thereunto annexed.

N. Brewer of Ins Commr (Seal)

Allen Warfield
vs
Thomas Warfield, Elizabeth Marsh, Henry Warfield & Ann Warfield

Circuit Court for Anne Arundel County In Equity.

Interrogatories to be proposed to witnesses to be produced on the part of the Complainant.

1st Are you or not acquainted with the parties to this suit, or either & which of them? If yes how long have you known them and each of them and how are they related to each other?

2nd Were you or not acquainted with Mrs Ann Warfield, formerly a resident of Anne Arundel County? If yea, State whether she is dead or alive? and if dead when she died?; and whether she left a will or died intestate?; and whether or not she was related to one Patience Maccubbin formerly of the same County deceased, if yea how related?

3rd Was or was not the said Ann Warfield married? If yea who was her husband and was he or not living at the time of her death? Did or not the said Ann Warfield leave children? If yea State how many and their sexes, names, ages and present places of residence?

4th Were you or not acquainted with Richard Warfield a deceased son of the said Ann Warfield? If yea, State when he died, whether before or since the death of his said mother, and whether or not he left children, and if so how many, and their names and ages and present places of residence?

5th Were you or not acquainted with Elijah Smith formerly a resident of Anne Arundel County? If yea is he dead or alive, and if dead when did he die? State if you know whether or not the said Elijah Smith was related to the said Patience Maccubbin deceased & if so how related?

6th Are you or not acquainted with the land mentioned in the proceedings in this case? If yea State in whose possession it formerly was & who died possessed thereof, and whether or not it is susceptible of advantageous partition amongst the parties to this suit, State the reasons why it is or is not susceptible of such partition?

7th If in your answer to the previous interrogatory you State that said land is not susceptible of advantageous partition amongst the parties to this suit, state whether or not it would be for the interest and advantage of the infant defendants to have the same sold

W C Gantt. att. for Complainant

At the execution of the annexed Commission issued out of the Circuit Court for Anne Arundel County sitting as a Court of Equity and directed to the within named commissioners and empowering them to examine evidences in the cause depending in the said Court between Allen Warfield Complainant and Henry Warfield & Ann Warfield Defendants, I, Nicholas Brewer of Ino one of the Commissioners therein named met on the 18th of November 1856 at the Court House in Annapolis pursuant to previous notice given to the said parties, and that no witness being in attendance, I adjourned the commission to meet again on Tuesday the 2nd of December.

(Tuesday)

Thursday Decr. 2nd 1856. The commission met, and then and there proceeded to take the following depositions to wit

John Stallings a witness of lawful age produced on the part of the Complainant being duly sworn and examined to interrogatories filed with the Commission by the Complainant, and hereunto returned deposes and says to the,

1st Interrogatory: Witness knows all the parties except the infants Henry and Ann Warfield the said Allen and Thomas Warfield and Elizabeth Marsh are brothers and sisters. Has known them ever since he was a boy

2nd Int: Deponent knew the said Mrs Ann Warfield well; that she is dead and died some three or four years ago - that she died without leaving a will. She was the sister of Mrs Patience McCubbin mentioned in these proceedings.

3rd That Mrs Ann Warfield was married and her husbands name was Richard Warfield, and that he died some time before this wife of the said Mrs Ann Warfield That the said Mrs Ann Warfield did leave children living at the time of her death, viz Allen, Thomas, & Elizabeth parties to this suit, and that she also left another son Francis Warfield who died intestate since the death of his mother, unmarried and without leaving children, that the said Allen Warfield, Thomas Warfield and Elizabeth Marsh are all above the age of twenty one years - that Allen Warfield resides in Anne Arundel County, & Thomas Warfield and Elizabeth Marsh in Baltimore City - and that said Elizabeth Marsh is a widow, her husband Joseph Marsh having died some six or seven years since.

4th Int: Was acquainted with Richard Warfield who was a son of Mrs Ann Warfield and died before his said mother and left two children living at the time of his death, who are all now infants under the age of twenty one; but witness does not know their names or ages; that said children are all living & reside in Anne Arundel County.

5th Int: Was acquainted with Elijah Smith mentioned in this Interrogatory - that he is dead - that he died sometime in July last, that said Smith was the Cousin of Mrs Patience McCubbin mentioned in these proceedings - that at the time of his death, he resided upon the land mentioned in these proceedings.

6th Int: Was on the land mentioned in these proceedings once that it was then in the possession of Mrs Maccubbin - that Elizabeth Smith died in possession of it - thinks said land is not susceptible

ceptible of advantageous partition, among the parties entitled thereto from the fact that the place is but a small one.
7th Int: In answer to the 7th Interrogatory witness states that he thinks it would be for the interest & advantage of the Infant defendants to have the same sold.
Benjamin C. Gantt a witness of lawful age produced on the part of the Complainant being duly sworn and examined to interrogatories filed with the Commission by the Complainant and therewith returned deposes & says, To the (1. 2 & 3rd Int. waived)
4th Int: To the 4th Int says that he knows Richard Warfield mentioned in this Interrogatory - that he is dead. That he left two infant children whose names are Henry Warfield & Ann Warfield that they are now living in Anne Arundel County and are infants under twenty one years of age.
Rest of Interrogatories waived
There being no other witness to be examined and neither party desiring further time for the production of evidences, the Commissioner closed the said commission & herewith returns the same under his hand and seal this 3rd day of Decr 1856

N Brewer Commr. (Seal)

Exhibit A. F. No 1.

Filed Decr. 2nd 1856. N. Brewer of Ins. Commr.

Patience Maccubbins last will and Testament.
In the name of God, Amen I, Patience Maccubbin of Anne Arundel County in the State of Maryland being sick and weak in body but of sound disposing mind memory and understanding, considering the certainty of death, and the uncertainty of the time thereof, and being desirous to settle my worldly affairs, and thereby be the better prepared to leave this world when it shall please God to call me hence, do therefore make and publish this my last will & testament in manner and form following that is to say, First & principally I commit my soul unto the hands of Almighty God and my body to the earth to be decently buried at the discretion of my Executor herein after named, and after my debts and funeral charges are paid I devise and bequeath as follows;
Item. I give and devise to my cousin Elijah Smith my farm on Rock Creek containing forty acres more or less, during his life, to cut and use as his own; and after his death I give and devise the same to my sister Ann Warfield to her her heirs and assigns forever.

(Item.)

Item It is my will and desire that my six negroes should be sold for a term of years, and have the privilege of choosing their master or mistress, males to serve to the age of thirty five, females to serve to the age of thirty; their term shall expire as follows;
No 1 Negro woman Ann supposed to be twenty eight years old to be free the twenty fifth day of December 1849.
No. 2. Caroline negro girl born 21st September 1835 to be free 21st September 1865.
No 3 Samuel negro boy born 2nd March 1837 to be free the 2 March 1872.
No 4 Hester negro girl born 8th July 1839 to be free 8th July 1869.
No 5. John negro boy born 3rd February 1844 to be free 6th Feb. 1879
No 6. Abraham negro boy born 6 Feb. 1847 to be free 6th Feb 1882
Item. It is my will and desire that my executor shall have tomb stones put to my grave.
Item. I devise and bequeath all the rest and residue of my estate both real and personal to my sister Ann Warfield. to her her heirs and assigns forever.
And lastly I do hereby constitute and appoint my friend Henry A Williams to be sole executor of this my last will and testament revoking and annulling all former wills by me heretofore made ratifying and confirming this and none other to be my last will and Testament.
In Testimony whereof I have hereunto set my hand and affixed my seal this eighteenth day of December in the year of our Lord eighteen hundred and forty seven.

Patience Maccubbin (Seal)

Signed Sealed published and declared by Patience Maccubbin the above named testator as and for her last will & Testament in the presence of us who at her request in her presence, & in the presence of each other have subscribed our names as witnesses thereto.

Zachariah Johnson
Francis W. Williams
Rachel her + Williams

Anne Arundel Co. Sct The 23rd day of May 1848.
Then came Zachariah Johnson and Francis W Williams two of the subscribing witnesses to the aforegoing last will and testament of Patience Maccubbin late of Anne Arundel County deceased & made oath on the Holy Evangely of Almighty God that they did see the testatrix therein named sign and seal this will, and that they heard her

(Mr. Ashbury)

publish pronounce and declare the same to be her last will and testament: that at the time of her so doing she was to the best of their apprehension of sound and disposing mind memory & understanding, and that they together Rachel Williams the other subscribing witness respectively subscribed their names as witnesses to this will in the presence and at the request of the testatrix and all in the presence of each other.

Benj E. Gantt Reg. Wills. a a. Coty.

Anne Arundel County Sct The 25th day of May 1848.
Then came Henry A. Williams & made oath on the Holy Evangels of Almighty God that the aforegoing instrument of writing is the true whole and last will and testament of Patience Maccubbin late of Anne Arundel County deceased that hath come to his hands and possession, & that he doth not know of any other.

Benj E Gantt Reg Wills a a Coty

In Testimony that the foregoing is a true copy taken from the original recorded in Liber BEG No 1 Folio 29, I have hereunto set my hand & affixed the seal of my office this 22nd day of Sept 1856.

(Seal)

Benj E Gantt Reg Wills for Anne Arundel County.

And afterwards to wit on the 10th day of December 1856 the Judge passed in said cause this Decree in the words following to wit

Allen Warfield vs Thomas Warfield, Elizabeth Marsh et al.	Anne Arundel County Circuit Court In Equity October Term 1856.

This cause standing ready for hearing and being submitted without argument the proceedings were read and considered. It is thereupon this tenth day of December in the year of our Lord one thousand eight hundred and fifty six by Nicholas Brewer Circuit Judge, and by the authority of this Court adjudged ordered and Decreed, that the real estate therein mentioned be sold for the purpose of distribution to the parties thereto. That Walter C. Gantt of Anne Arundel County be and he is hereby appointed Trustee to make such sale; and that the course and manner of his proceedings shall be as follows. He shall first file with the Clerk of this Court a bond to the State of Maryland Executed by himself with a surety or sureties to be approved by the Court Judge or Clerk in the penalty of one thousand dollars conditioned for the faithful performance of the trust reposed in him by this Decree, or which may be reposed in him by

(A. L. Warf

any future order or decree in the premises. He shall then proceed to make sale of the said Real Estate (having at first given at least three weeks previous notice inserted in some newspaper printed in Annapolis, and such other notice as he may think proper of the time place manner and terms of sale, which terms shall be as follows One third of the purchase money to be paid cash on the day of sale or on the ratification thereof by the Court, and the balance into equal instalments in twelve (eighteen) months from the day of sale and the payment thereof to be secured by the bonds of the purchaser with a surety or sureties to be approved by the Trustee, and to bear interest from the day of sale. And as soon as may be convenient after such sale or sales the said Trustee shall return to this Court a full and particular account of the same with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed And on the ratification of such sale or sales by the Court, and on the payment of the whole purchase money (and not before) the said Trustee by a good and sufficient deed to be executed & acknowledged agreeably to Law shall convey to the purchaser or purchasers of said property and to his (her or their (heirs the property to him (her or them sold, free clear & discharged of all claim of the parties to this cause and of any person or persons claiming by from or under them And the said Trustee shall bring into this Court the money arising on such sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court after deducting therefrom the costs of this suit, & such commission to the said Trustee as the Court shall think proper to allow on consideration of the skill attention & fidelity wherewith he shall appear to have discharged this trust

Richard Brewer Circuit Judge

412

4141

John W. Anderson, Susannah Anderson, Margaret E. Anderson, Francis L. Newman and Rachel his wife, Edwd E. Anderson, & Elizabeth E. Anderson and William Anderson by their next friend John W. Anderson

vs.

Achsiah Anderson, Charlotte Catharine Anderson, Joshua Anderson, Lydia, Andrew Anderson, Randolph Anderson, Benjamin F. Anderson, Josephus Anderson & Franklin F. Iams & Bushrod W. Marriott survg Excr. of John Iams.

Be it remembered that heretofore to wit on the 31 March 1852 came John W. Anderson Susannah Anderson, Margaret E. Anderson, Francis L. Newman and Rachel his wife, Edwd E. Anderson and Elizabeth E. Anderson and William Anderson by their next friend John W. Anderson by Alexander B. Hagner and Alexander Randall their Solicitors in the Circuit Court for Anne Arundel County sitting as a Court of Equity and exhibited in said Court their Bill of Complaint against Achsiah Anderson, Charlotte Catharine Anderson, Joshua Anderson, Lydia Anderson, Andrew Anderson, Randolph Anderson Benjamin F. Anderson, Josephus Anderson and Franklin F. Iams and Bushrod W. Marriott survg Excr. of John Iams in the words following to wit;

To The Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County sitting in Equity

The Bill of Complaint of John W. Anderson and Margaret E. Anderson of Anne Arundel County Susannah Anderson, Frances L. Newman and Rachel Newman his wife (late Anderson) and Edward L. Anderson and Elizabeth E. Anderson and William Anderson minors under the age of twenty one years, by their next friend the said John W. Anderson all of Prince Georges County, respectfully represents unto your Honor

That heretofore about the twentieth day of February in the year eighteen hundred and twenty three certain William Anderson and Sarah Anderson his wife of Prince Georges County, who were the father and mother of your Orators, purchased from a certain Nathan Waters a parcel of land lying and situate in Anne Arundel County aforesaid, and distinguished as Lot No 2 in a plat and certificate returned to the Court of Chancery of Maryland in a cause therein depending wherein Thomas Dye Lockey and others were Complainants and Frances D. Owings was Defendant, containing and then laid out for one hundred & ninety five acres of Land more or less; and on

the day above named received from the said Nathan Waters a conveyance thereof to have and to hold the said parcel of land unto the said William Anderson and Sarah his wife their heirs & assigns forever – all which will appear by reference to the said Deed herewith filed marked Exhibit A which with your orators other Exhibits they pray may be taken and considered as parts of this their Bill of Complaint.

Your orators further charge, that afterwards, on or about the thirteenth day of May eighteen hundred and thirty four a certain Thomas J Hall conveyed to the said William Anderson and Sarah his wife and Mabel Waters, as tenants in common, (in execution of a Decree of the Chancery Court passed on the fifth day of November eighteen hundred and thirty three, in a cause wherein the said Anderson and wife and Mabel Waters were Complainants and the said Hall and others were Defendants) certain parcels or tracts of Land lying in Prince Georges County aforesaid, called "Jerichs" "Peach's Purchase" and "Cherry Walk" containing together six hundred and ninety three acres more or less – to have and to hold the said parcels of land to the said William Anderson and Sarah his wife and Mabel Waters their heirs and assigns forever, as tenants in common all which will appear by reference to the said Deed duly acknowledged and recorded herewith filed marked Exhibit B.

They further charge that afterwards the said William Anderson and Sarah his wife & the said Mabel Waters agreed upon a division of the said Land of which they thus became possessed as tenants in common as aforesaid and executed to each other conveyances the one to the other of the parcels of the said parts of tracts of land to confirm their respective titles to the said parcels – and that the said Mabel Waters on the twelfth day of November eighteen hundred and thirty four, executed to the said William Anderson and Sarah his wife their heirs and assigns forever a deed of a part of the said land containing two hundred and fifteen acres of Land more or less, as and for their share of the said Land conveyed by the said Thomas J. Hall with the exception of their interest in two acres of land lying on the Patuxent River and a mill seat which was also a part of said land so conveyed by said Thomas J. Hall – to have and to hold the said land unto the said William Anderson and Sarah his wife their heirs and assigns forever – all which will more fully appear by reference to the said Deed duly recorded herewith filed marked

Exhibit

Exhibit C.

Your orators charge that the said parcels of land so as aforesaid conveyed unto the said William Anderson and Sarah Anderson were principally if not entirely paid for by the said Sarah from her own property. That after remaining in possession of the said land for some years the said Sarah Anderson the mother of your orators departed this life in March 1836 possessed of the said parcels of Land, intestate thereof and leaving her said husband the said William Anderson the father of your Orators surviving her, and your orators her only children and sole heirs at Law- to whom as the heirs of the said William and Sarah hath descended as your Orators are advised are the interest of the said Sarah in the said parcels of Land

Your orators further charge that after the death of the said William Anderson again intermarried with a certain Achsah Griffith and had several children by her, and about the month of March eighteen hundred and fifty one he departed this life leaving your orators surviving him being the children of his first wife, and the said Achsah Anderson his widow and the following children of the said William and the said Achsah, viz, Charlotte Catharine, Joshua, Lydia, Andrew, Randolph, Benjamin, H, and Josephus- all of whom are minors and reside with their mother the said Acsah in Prince Georges County

Your orators charge that the said William Anderson departed this life intestate & seized of large and valuable real Estate besides that above described consisting of the three following parcels of Land to wit, a parcel of Land called "Burgess' Progress" lying in Anne Arundel County containing about one hundred and eight acres of Land more or less which the said William Anderson purchased on or about the first day of January eighteen hundred and thirty four from certain Franklin H Jams, Benjamin Brown and Bushrod W. Marriott, who executed the Bond of conveyance therefor herewith filed marked Exhibit E as the Executors of John Jams; but which has never been conveyed to the said William Anderson though the purchase money therefor hath long since been fully paid by the said William. And your Orators charge that the said Benjamin Brown one of the said Execs hath departed this life leaving his co-executors surviving him, who as your Orators are advised are necessary parties to this suit.

They further charge that the said William at the time of his death was also seized

(over)

of a parcel of land also lying in Anne Arundel County aforesaid which was conveyed to him by deed from Bushrod W. Marriott as Trustee in Chancery on the sixth of April eighteen hundred and thirty, containing about seventy five acres more or less, and called and known by the name of part of "The Reserve" as will appear by a copy of the said deed hereunto filed marked Exhibit D.

They further charge that the said William Anderson was also possessed at the time of his death of a parcel of Land lying also in Prince George's County containing about three hundred acres more or less which the said William purchased in the year eighteen hundred and forty seven from a certain Joshua S Clark who purchased the same from C C Magruder Esq as Trustee under a Decree passed by Prince George's County Court sitting in Equity which was never conveyed unto the said William Anderson: but to your orators and the Defendants as will appear by reference to a copy thereof hereafter to be filed marked Exhibit F.

Your orators are advised and so charge that upon the death of the said William Anderson so as aforesaid intestate, all his interest in the said two first described parcels of land - that conveyed by Nathan Waters to William Anderson and Sarah his wife - and that conveyed to them by Mabel Waters descended unto your orators, and that they thereupon became entitled to both the said parcels of Land (to the exclusion of the other children of the said William Anderson) as heirs of the said William Anderson and Sarah his wife the grantees in the said deeds, and to the exclusion of any claim or right of dower therein of the said Aesah his widow. They are therefore advised and so charge that upon the death of the said William Anderson all his interest in the three last named parcels of land purchased respectively as aforesaid from the Executors of John Iams, from Bushrod W Marriott and from Joshua S Clark, descended to all the children of the said William Anderson share and share alike subject to the dower right of the said Aesah his widow therein.

They further are advised and so charge that they are entitled to a division among themselves of the said first two parcels of Land, but that by reason of the infancy of your Oratrix Elizabeth E. Anderson and your oratrix William Anderson, no form partition thereof can be effected except by the aid and interposition of this Honorable Court; and they are further advised that in case the said two first named parcels

(of land)

of land should be found not susceptible of an advantageous partition among your Orators, that then they were be entitled to have the same sold and the proceeds distributed equally among your orators. And they are further advised that they are entitled to a dower between themselves and the other children of the said William Anderson hereinbefore named of the three parcels of land purchased respectively from the Executors of John Spains, from Bishrod W Marriott & from Joshua T Clarke, and that the said Acsah Anderson the widow of the said William is also entitled to have her dower laid off to her in the said last mentioned parcels of land, but has no right of dower in the first two named parcels of land; and that if the said three parcels of land cannot be divided among all the children of the said William with advantage to all parties, that then your orators are entitled to have the same sold and the proceeds divided proportionately among those entitled; and that by reason of the infancy of two of your Orators and of the children of the said Acsah no such partition or sale can be properly accomplished except by the aid and interposition of this Honorable Court,

In tender consideration whereof & inasmuch as your orators are remideless in the premises except by the aid of your Honorable Court, and to the end that the said Acsah Anderson and her children hereinafter named may answer the several matters and things herein set forth as fully and particularly as if the same were here repeated & they were thereunto specially interrogated, and that the said Franklin T Spains and Bishrod W. Marriott as the surviving Executors of John Spains deceased may answer whether they with Benjamin Borron deceased did not as such Executors sell unto the said William Anderson in his life time about the year eighteen hundred & thirty four the parcel of land before mentioned called "Burgess Project" and whether the said William Anderson hath not long since been in possession thereof and hath not fully paid therefor and whether the said Executors did not execute to the said William Anderson a Bond of conveyance therefor; and whether they have ever executed any such conveyance; and that a Decree may be passed by your Honor for a partition among your Orators of the said first two named parcels of Land conveyed to the said William Anderson and Sarah his wife their heirs and assigns by Nathan Waters and Mabel Waters respectively if an advantageous partition thereof can be made; and if a partition thereof cannot be accomplished with advantage to all your Orators that then the said two parcels of

(Land)

[redacted] land be sold and the proceeds divided equally among your orators And that partition may also be decreed of the three other parcels of land before described among your orators and all the other children of the said William Anderson subject to the dower right therein of the said Asah Anderson if such partition can be effected without injury to any of the said heirs; and if such partition cannot be effected without injury to all the said parties entitled that then the said parcels of land may be decreed to be sold and the proceeds divided among those entitled in their proper proportions, Under the direction of this Court & that your orators may have such other and further relief as their Cause & equity may require

May it please your Honor to grant unto your orators the State's writ of subpoena against the said Ashsah Anderson, Charlotte Catharine Anderson, Joshua Anderson Lydia Anderson, Andrew Anderson, Randolph Anderson, Benjamin F. Anderson and Josephus Anderson all of Prince Georges County of whom all except the said Ashsah are minors under the age of twenty one years; and against the said Franklin Iams and Bushrod W. Marriott as Executors surviving of John Iams of Anne Arundel County commanding them to be and appear in this Honorable Court on some certain day to be therein named to answer the premises & bear perform & abide by such Decree as may be passed therein, And as in duty &c

A Randall & A B. Hagner Sol for Complts.

Memorandum. The Exhibits A.B.C.D.E.F.G referred to in the Bill were the found recorded with the Commission for Testimony except Exhibit G. referred to but never filed.

And thereupon subpoenas were accordingly issued against the defendants aforesaid returned to the next Term, to wit, April Term 1852.

Whereupon the said writs of subpoenas were accordingly returned by the Sheriff of Anne Arundel County & Prince Georges Counties thus endorsed to wit

"Summoned Bushrod W. Marriott Exr"

"Non Est G. G. Iams" N. S. Worthington Shff."

"Not Summoned Chas Middleton Shff.

And thereupon an alias writ of subpoena was accordingly issued against Ashsah Anderson, Charlotte Catharine Anderson, Joshua Anderson, Lydia Anderson, Andrew Anderson, Randolph Anderson, Benj F. Anderson & Josephus Anderson returnable to the next term to wit July Term 1852.

(Whereupon)

Whereupon the said writ of subpoena was accordingly returned thus endorsed to wit;

County State of Maryland Sc

On this twentieth day of May 1852 before me the subscriber a Justice of the peace of the said State in and for the County aforesaid personally appears John S Basford of said County and makes oath that he read this rule to the defendants Achsah Anderson, Charlotte Anderson, Joshua Anderson, Lydia Anderson, Andrew Anderson, Randoeph Anderson, Benjamin F. Anderson, Josephus Anderson who are mentioned therein on the day of April inst

Sworn before Moses Donaldson.

And afterwards to wit on the 18th day of June 1852 a commission was issued to Moses Donaldson of Anne Arundel County to take the answer of the infant defendants Charlotte Catharine Anderson, Joshua Anderson, Lydia Anderson, Andrew Anderson, Randoeph Anderson, Benjamin F. Anderson and Josephus Anderson

Afterwards, to wit, on the 6th day of July 1852 the Commissioner Moses Donaldson made return of his said Commission with the answers of the infant defendants, in the words following to wit;

Maryland Sc: The State of Maryland

To Moses Donaldson of Anne Arundel County Greeting;

Whereas John W. Anderson, Susanna Anderson, Margaret E Anderson, Frances L Newman and Rachel his wife, Edward E. Anderson and Elizabeth E. Anderson and William Anderson by their next friend John W. Anderson lately exhibited their Bill of Complaint before us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity against Achsah Anderson Charlotte Catharine Anderson, Joshua Anderson, Lydia Anderson Andrew Anderson, Randoeph Anderson, Benjamin F. Anderson Josephus Anderson and Franklin F. Jams and Bushrod W. Marriott Survg Exors of John Jams. And whereas we have by our writ lately commanded the said Defendants to appear before us in our said Circuit Court for Anne Arundel County sitting as a Court of Equity, at a certain day to answer the said Bill of Complaint, but forasmuch as the said Charlotte Catharine Anderson, Joshua Anderson, Lydia Anderson, Andrew Anderson Randoeph Anderson, Benj F. Anderson and Josephus Anderson are Infants under age and cannot answer the said Bill nor defend this suit without having a Guardian assigned in that

(See back)

behalf: Know ye therefore that we have given unto you full power and authority in pursuance of the special order in our said Court to assign and appoint a Guardian for the aforesaid Infants, and to take the answer of the said Infants by such Guardian to the said Bill; and therefore, we command you, that at such certain day and place as you shall think fit you go to the defendants, if they cannot conveniently come to you, and assign and appoint a Guardian for the aforesaid Infants, and take the answer of the said Infants by such Guardian to the said Bill, on such Guardian's corporeal oath upon the Holy Evangely, to be administered by you, the said answer being distinctly and plainly wrote; and when you shall have so taken the said answers, you to send the same, closed up under your seal together with your certificates of your having assigned and appointed such Guardian as aforesaid, and this writ unto us in our said Circuit Court for Anne Arundel County, sitting as Court of Equity.

Seal

Witness the Honorable Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County this 18th day of June A.D. 1852.

N. H. Green Clk.

To the Honorable Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County: The undersigned respectfully returns that pursuant to the authority vested in him by the foregoing commission he did in the presence of the Infants on the second day of July in the year 1852 assign and appoint Thomas W. Anderson Guardian to the said Infants in said Commission named, and did take the answer of the said Infants by the said Guardian on his corporeal oath by the undersigned administered, which answer hereto annexed, is herewith returned together with said Commission

Witness my hand and seal this 2nd day of July 1852

Moses Donaldson Seal

The answers of Charlotte Catharine Anderson, Joshua Anderson, Lydia Anderson, Andrew Anderson, Randolph Anderson, Benjamin G. Anderson & Josephus Anderson Infants under the age of twenty one years by Thos W. Anderson their Guardian in that behalf specially appointed, to the bill of Complaint of John W Anderson and others against these Defendants & others in the Circuit Court for Anne Arundel County, sitting as a Court of Equity exhibited. These defendants answering by their Guardian aforesaid to the said bill of complaint say that they do not admit the truth of the several matters & things charged and set forth in said bill, nor do they deny the same, but being infants under age

(their)

they pray that the Court will protect their interest in the premises and they may be henceforth dismissed with their costs and so forth.

Thomas W. Anderson Guardian

The Guardian above named makes oath on the Holy Evangelys of Almighty God, that the matters and things stated in the foregoing answer are true to the best of his knowledge and belief. Sworn to before the subscriber Commissioner for that purpose appointed.

Moses Donaldson.

Afterwards to wit on the 19 July 1852 Franklin F. Jams & B. Marriott Exors of John Jams (by G. W. Stockett their Solicitor) files in said cause their answer to the said Bill of Complaint in the words following to wit

To Honorable Nicholas Brewer Judge of Circuit Court for Anne Arundel County In Equity:

The answer of Franklin F. Jams and Bucklord W. Marriott surviving Executors of John Jams to the Bill of Complaint of John W. Anderson and others against those respondents & others respectfully states that so far as they are advised it is material for them to answer thereto the facts and statements in the said Bill are true. These respondents admit that they sold the said parcel of land to William Anderson of Edward deceased as per Exhibit E filed with the said Bill, and that the purchase money thereof hath been fully paid, and that they are willing that the Heirs of the said William Anderson of Edward, who they believe are correctly named in said Bill may have the said land to them, and they are also willing that the prayer of the said Bill may be granted & they allowed their costs.

Witness N. H. Green — Franklin F. Jams Exor of John Jams dec'd
as to signature of F. F. Jams. — Frank H. Stockett for Marriott
I admit this answer as sworn to — A. Randall for Complt.

And afterwards, to wit, on the 21st July 1852 the Judge passed in said cause an Interlocutory Decree in the words following to wit

John W. Anderson & others,	)	In the Circuit Court for Anne
vs	)	Arundel County Sitting in Equity
Achsah Anderson & others	)	July Term 1852

The defendant Aesah Anderson having been duly returned summoned and having failed to appear to the Bill of Complaint filed in this cause: It is thereupon this twenty first day of July 1852 by Nicholas Brewer Judge sitting in Equity and by the authority of this Court adjudged ordered and decreed that the Complainants are entitled to relief in the premises. But

(because)

because it doth not sufficiently appear to what relief the said Complainants are entitled, it is further adjudged and ordered that a Commission or Commissions issue to such person or persons as shall be named by the Complainants to take testimony to support the allegations of the Bill

Nicho Brewer Circuit Judge

Afterwards, to wit, on the 22nd day of July 1852 the Complainants by their Solicitors aforesaid caused to be entered on the docket of the Court a General Replication to the answers of the defendants filed in said Cause

And at the same time a Commission was issued to Bruce T. B. Worthington and Nicholas Brewer of Jno, standing commissioners to take testimony in said cause

Afterwards, to wit, on the 30th July 1852 Bruce T. B. Worthington one of the Commissioners aforesaid made return of this said Commission with the proceedings under the same in the words following, to wit;

Maryland Sc: The State of Maryland To Bruce T. B. Worthington and Nicholas Brewer of Jno of Anne Arundel County Greeting;

Know that we have appointed you to be our Commissioner, to examine evidences in a cause depending in our Circuit Court for Anne Arundel County, sitting as a Court of Equity between John W. Anderson, Susanna Anderson and others Complainants and Achsah Anderson, Charlotte Catharine Anderson and others Defendants We therefore require you (having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this Commission that at such time and place as to you shall seem convenient you cause to come before you all such evidences as shall be named and produced to you by either the plaintiff or defendant and that you examine them on their corporeal oaths to be by you administered upon the Holy Evangely of Almighty God touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you cause notice to be given to the parties or their attorneys, of the execution of this commission before you execute the same; & having reduced the depositions of the witnesses so taken by you into writing you send the same with this our commission close under your hand & seal to our Circuit Court for Anne Arundel County, Sitting as a Court of Equity, with all convenient speed

Seal

Witness the Hon Nicho Brewer Circuit Judge of the Circuit Court for Anne Arundel County this 22nd day of July

(Amd)

Anno Domini 1852. N. H. Green Clk.

Commissioners Oath.

You shall, according to the best of your skill and knowledge truly faithfully and without partiality to any or either of the parties, take the examinations and depositions of all and every witness and witnesses produced & examined by virtue of the Commission hereunto annexed upon the interrogatories now or which may hereafter before the said Commission is closed be produced to and left with you by either of the said parties So Help you God.

Clerk's Oath

You shall truly faithfully and without partiality to any or either of the parties in this cause take write down and transcribe the depositions of all and every the witness and witnesses produced before & examined by the Commissioners named in the Commission hereunto annexed, as far forth as you are directed and employed by the said Commissioners to take write down & transcribe the said depositions or any of them. So Help you God.

The execution of this Commission will appear by certain schedules hereunto annexed B. J. B Worthington. Comm.r

John W. Anderson, Susanna Anderson & others
vs.
Achsah Anderson, Charlotte C. Anderson & others

Anne Arundel Circuit Court
Sitting in Equity

Complainants Interrogatories.

1st Interrogatory. Do you or not know the parties to suit or any of them? If yea State which of them you do know - their ages and residences - and how if at all they are related to each other?

2nd Interrogatory. Did you or not know William Anderson & Sarah his wife late of Prince Georges County Maryland, or either of them? If yea which of them, are they or not now living? If dead - when did they respectively die and where did they die?

3rd Interrogatory. Do you or not know whether the said William and Sarah had jointly any children; if yea State their names and ages and residences, and whether or not they or any of them are parties to this suit?

4th Interrogatory: Had the said William by any other wife children living at the time of his death? If yea State by what wife & the names ages & residences of such children; and if any are parties to this cause?

5th Interrogatory: Was or was not the said Sarah Anderson married

(to ans)

to any other husband or had she any other children than those named by you as her children by said William Anderson?
6th Interrogatory: Did or did not the said William Anderson die seised or possessed of any real estate? If yea State the position, value and quantity of the said land & describe the same particularly?
7th Do you or not know who were the parents of the said Sarah Anderson deceased the first wife of the said Wm Anderson?
8th Interrogatory: Do you or not know the consideration of any of the Deeds Exhibited marked Exhibits A B & C which you are requested to examine again conveying lands to the said William Anderson & Sarah his wife

A Randall for Compts

At the execution of the annexed commission issued out of the Circuit Court for Anne Arundel County sitting as a Court of Equity and to the undersigned and Nicholas Brewer of Jno directed, and empowering us to examine evidences in the cause depending in the said Court between John W Anderson and others as Complainants and Achsah Anderson and others as Defendants, I, B T B Worthington one of the commissioners therein named, having met on the twenty eighth day of July at the hour of twelve o'clock at the office of Alexander Randall Esq in the City of Annapolis, previous notice having been waived by the parties, did proceed then and there in the presence of Alexander Randall the Solicitor for the Complainants to take the following depositions, To Wit:
Edward Anderson a witness of lawful age produced on the part of the complainants being duly sworn and examined to interrogatories filed with the commissioner by the Complainants, and thereunto returned depose and says:
To the First Interrogatory, That he does know all the parties. Deponent is uncle to the children being brother to William Anderson deceased, the father of the Complainants and the defendants except Achsah Anderson his surviving widow and Franklin S. Jones and Bushrod W Marriott. That the complainants Elizabeth and William and all the defendants except Achsah are minors, that they all live in Prince Georges County except John & Margaret who live in Anne Arundel County, and William now learning a trade in Annapolis.
To the Second Interrogatory: That he did know them both and that they are both dead. William died in March eighteen hundred and fifty one and Sarah about seventeen years ago, and both died in Prince Georges County.
To the Third Interrogatory: That William and Sarah had jointly

(Children)

children who are the complainants in this cause The rest of this Interrog=
=atory has been answered by deponent's answer to the first Interrogatory
To the Fourth Interrogatory: That William Anderson did have some children by his second wife Achsah the defendant in the cause, which children are also defendants.
To the Fifth Interrogatory: That Sarah the first wife of William Anderson had no other children than those before named as also the children of William, nor was she ever married to any other husband than the said William.
To the sixth Interrogatory: That William Anderson died seized of real estate some in Anne Arundel County and some in Prince Georges County The land conveyed by Exhibit A filed with the commission and shown to the deponent is part of said land. He died also in possession of the land conveyed to him and Sarah his wife by Exhibit B and C. also filed with the commission. Deponent does not know anything about his possession of the land mentioned in Exhibit D but knows that he died seized of the land mentioned in Exhibit E He also died in possession of a tract of land lying in Prince Georges County which he bought of Joshua T. Clarke, who purchased the same from C. C. Magruder Trustee consisting of about three hundred acres described in the bill of complainant which was to deponent.
To the Seventh Interrogatory: That the parents of Sarah the first wife of William Anderson were Nathan Waters and Mabee Waters his wife, who are also the parents of the Mabee Waters mentioned in Exhibits B and C
To the Eighth Interrogatory: That in reference to the consideration mentioned in Exhibit A that he remembers a conversation at his fathers house during his life between his father and Nathan Waters the grantor, in the course of which his father who was also the father of William Anderson dec^d expressed his anxiety to purchase the land mentioned in said deed (Exhibit A.) for his son William, but that he was not able to do so; when the said Nathan Waters replied that he would keep him out provided it could be secured to the children of said William's wife who was the daughter of said Waters after his the said William's death; to which deponents father agreed Deponent knows that his father gave his note for eight hundred ($800) dollars, afterwards to said Nathan Waters who purchased the whole part and conveyed it as mentioned in said Exhibit which note deponent knows was paid after his father's death. In reference to Exhibits B & C, that deponent was present at a

conversation

conversation between his brother William and his father before the execution of said deeds in reference to the lands conveyed by them: that said William told his father that he could get a conveyance of this land from the parties in no other way than to himself and Sarah his wife and their heirs the parties refusing to make any conveyance that would not secure the land to said Sarah. His father advised him to go and get the deed in that form. his father saying to him that if he got it for his life, it ought to go then to his children

There being no other witnesses to be examined, and neither party desiring further time for the production of his evidences, the commissioner closed the said Commission and herewith returns the same under the hand and seal of the undersigned this 30th day of July 1852

B. T. B. Worthington Comm^r (Seal)

Exhibit A.

Filed with the Commission B. T. B. Worthington Comm^r.

This Indenture made this twentieth day of February in the year of our Lord one thousand eight hundred and twenty three between Nathan Waters of Prince George's County and State of Maryland of the one part and William Anderson and Sarah Anderson his wife of Anne Arundel County and State aforesaid of the other part Witnesseth that the said Nathan Waters for and in consideration of the sum of sixteen hundred dollars current money of the United States to him in hand paid by the said William Anderson and Sarah his wife at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained sold released and confirmed and by these presents doth grant bargain sell alien release and confirm unto the said William Anderson and Sarah his wife their heirs and assigns All that tract of land situate in Anne Arundel County & distinguished on the plat returned unto the High Court of Chancery in a cause wherein Thomas Lyle Cockey and others, Complainants and Francis D. Owings Defendant, by No 2 and contained within the metes and bounds courses and distances that is to say: Beginning for the same at the end of ninety perches on the twenty third line course of a tract of Land called "Piney Orchard" and running thence & bounding on the out lines of said Piney Orchard the two following courses and North thirty two degrees and thirty minutes East twenty perches South seventy nine degrees and thirty minutes East sixty perches: thence North thirty two degrees and thirty minutes East one hundred and forty six and a half perches to the end of fifty three perches and a half perch on the Eleventh line of a tract called "Burgess's Range"

thence running with and bounding on the outlines of said land re=
=versely the six following courses South seventy eight degrees West fifty
three and a half perches North forty five degrees West thirty perches:
North eighteen degrees East eighteen perches North four degrees East
eighteen perches North twelve degrees West twenty eight perches North
forty three degrees East thirty three perches to the end of the forty
second line of the said tract of land called "Piney Orchard" thence
running with and bounding on the forty third line of said land
North seventy one degrees and thirty minutes West seventeen and a
quarter perches until it intersects the North forty six degrees East eighty
four perches line of a tract of land called "Washingtons Beginning" thence
running with and bounding on said line reversely South forty six
degrees West six perches to the beginning of said line thence North
seventy degrees West thirty nine perches South twenty eight degrees
West eighty one and one quarter perches South fifty nine degrees and
thirty minutes West fifty two perches to two bounded black oaks
thence North sixty degrees and thirty minutes West sixty one perches to
a bounded white oak thence South seventy nine degrees and fifteen
minutes West twenty eight perches and from thence with a straight
line to the place of beginning containing and now laid out for one
hundred and ninety five acres of land more or less; and all the
estate right title interest claim and demand of the said Nathan
Waters at Law and in Equity of in and to the same. To Have and To
Hold the same with all and singular the appurtenances thereunto
belonging unto the said William Anderson and Sarah his wife their
heirs and assigns forever. In Testimony whereof the said Nathan
Waters have hereunto subscribed his name and affixed his seal the
day and year first above written

Signed Sealed & Delivered in
presence of Osborn W. Mullikin
Edward E. Anderson.

Nathan Waters (Seal)

Anne Arundel County To wit: On this twentieth day of
February in the year of our Lord one thousand eight hundred and
twenty three personally appears Nathan Waters of Prince George's
County being the party Grantor within named before us the subscribers
two Justices of the peace for the county aforesaid and acknowledged
the within deed or Instrument of writing to be his act and deed and
the Land & premises therein mentioned & thereby bargained & sold
to be the right and estate of the within named William Anderson
and Sarah his wife also therein named their heirs and assigns
(forever)

forever according to the true intent and meaning of said Deed or Instrument of writing & the acts of assembly in such Case made and provided – Before Osborn W Mullikin
Edwd E Anderson

Received the 31st day of July 1833 to be recorded the same day recorded in Liber WSG No 9 Folios 517 & 518 one of the Land Record Books of Anne Arundel County & Examined by

W S Green Clk

Exhibit B.

Filed with the Commission B. T. B. Worthington Commr.

This Indenture made this thirteenth day of May in the year of our Lord one thousand eight hundred and thirty four between Thomas I Hall of Anne Arundel County of the one part and Wm Anderson and Sarah his wife and Mabel Waters of Prince Georges County of the other part Whereas by a Decree of the Chancery Court of the State of Maryland passed on the fifth day of November eighteen hundred and thirty three in the case in which William Anderson & Sarah his wife and Mabel Waters were Complainants and Thomas I. Hall, Nathan I. Waters, Nathan Waters and Edward W. Beck Defendants, it was adjudged ordered and decreed that the said Thos I. Hall upon the payment by the complainants to him of the sum of eighteen hundred and sixty two dollars and four cents with interest from the nineteenth day of June eighteen hundred and thirty three until paid should convey to the Complainants William Anderson and Sarah his wife and Mabel Waters and their heirs and assigns as tenants in common the land in the proceedings in that case mentioned free clear and discharged from all claim of the Defendants or either of them or their or either of their heirs and all persons claiming by from or under them or either of them. And whereas the said sum of money hath been fully paid and satisfied to the said Thomas I. Hall. Now this Indenture Witnesseth that the said Thomas I. Hall in pursuance of the said decree and in consideration of the above recited premises and also in consideration of the sum of ten dollars to him in hand paid at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged hath given granted bargained sold aliened released enfeoffed and confirmed and by these presents doth give grant bargain sell release enfeoff and confirm unto the said William Anderson and Sarah his wife and Mabel Waters their heirs and assigns forever as tenants in common

(See)

All those several parts or parcels of land situate lying and being in Prince Georges County called "Jericho" "Peaches Purchase" and "Cherry Hack" containing six hundred and ninety three acres more or less, of which a certain Jacob F. Waters died seized and which was conveyed to the said Thomas J. Hall by a certain John A. Waters by deed bearing date the 29th day of October in the year eighteen hundred and twenty seven in Trust to sell the same for certain purposes which said deed has been duly recorded among the land records of Prince Georges County To Have and To Hold the said parcels of land above described by whatsoever name it may be called unto the said William Anderson and Sarah his wife and Mabel Waters and their heirs and assigns forever share and share alike as tenants in common that is to say, one share to the said William Anderson and Sarah his wife and their heirs, and the other share to the said Mabel Waters and her heirs to their only proper use and behoof and to and for no other use intent or purpose, clear and clearly free and discharged from all right claim or demand of the said Thomas J. Hall, Nathan J. Waters, Nathan Waters and Edward H. Beck or either of them, their or either of their heirs and all persons claiming or to claim by through or under them or either of them. In witness whereof the said Thomas J. Hall hath hereunto subscribed his name and affixed his seal the day & year first herein before written.

Signed Sealed & Delivered in presence of J. G. Wilson, Lewis Sutton Jr

Thomas J. Hall (Seal)

State of Maryland Anne Arundel County To wit

Be it remembered that on this thirteenth day of May 1834 personally appeared Thomas J. Hall party Grantor mentioned in the aforegoing Deed or Instrument of writing before us the subscribers two Justices of the peace of the State of Maryland in and for Anne Arundel County & acknowledged the aforegoing deed or Instrument of writing to be his act and deed and the land and premises therein mentioned and thereby bargained & sold to be right & estate of the William Anderson and Sarah his wife and Mabel Waters parties grantees also therein named their heirs and assigns forever according to the purport true intent and meaning of the said deed or Instrument of writing & the acts of assembly in such case made and provided And we certify that we are satisfied of our own knowledge that Thomas J. Hall acknowledging as aforesaid

(is the)

is the identical person named & described as and professing to be a party to the said deed Acknowledged before and certified by

J. F. Wilson Lewis Sutton Jr

State of Maryland. Anne Arundel County To wit

I hereby certify that John F. Wilson and Lewis Sutton Jr Gentlemen who appear to have taken and signed the aforegoing acknowledgment were at the time of so doing two of the State of Marylands Justices of the peace in and for Anne Arundel County duly Commissioned & sworn

In Testimony whereof I hereto set my name & affix the seal of Anne Arundel County Court this 6th day of August in the year of our Lord one thousand eight hundred & thirty four

(Seal)

Wm. F. Green Clk A. A. Co. Ty Court

Received the 12th day of August 1834 to be recorded & was the same day recorded in Liber A.B. No 9 Folio 21 &c one of the Land Records of P.G. County By. A. J. Bean Clk

Exhibit C.

Filed with the Commission B. T. B. Worthington Comm.r

This Indenture made this twelfth day of November in the year of our Lord one thousand eight hundred and thirty four between Mabel Waters of Prince Georges County in the State of Maryland of the one part and William Anderson and Sarah his wife of the same County and State aforesaid of the other part: Whereas by a decree of the Court of Chancery of the State of Maryland in a cause wherein William Anderson and wife and Mabel Waters were Complainants and Thomas J. Hall, Nathan Waters and others were Defendants bearing date on or about the fifth day of November in the year eighteen hundred and thirty three it was adjudged ordered and decreed that the defendant Thomas J. Hall upon the payment by the complainants to him of the sum of eighteen hundred and sixty two dollars and four cents with Interest from the nineteenth day of June eighteen hundred and thirty three until paid shall at the proper cost and expense of the complainants by a good and sufficient deed duly executed and acknowledged convey to the Complainants William Anderson and Sarah his wife and Mabel Waters and their heirs and assigns as tenants in common the land in the proceedings mentioned free clear and discharged from all claim of the said Defendants or either of them or either of their heirs and all persons claiming by from or under them or either of them And whereas the balance of the purchase money above mentioned has been paid to the said Thomas J. Hall by the said

(William)

William Anderson and Sarah his wife and Mabel Waters, and the said Thomas I Hall has executed and acknowledged a deed of the land mentioned in Bill and proceedings in Chancery above mentioned to the said William Anderson and Sarah his wife and Mabel Waters and the same has been recorded among the Land Records of Prince Georges County Court reference being had will more fully and at large appear And whereas also the said William Anderson and Sarah his wife and Mabel Waters hath agreed upon a division of said Lands according to the courses and distances metes and bounds hereinafter described except two acres of land lying on the Patuxent River and one half of the Mill seat; and the said Mabel Waters is to have the balance of land mentioned in the said Bill and other the proceedings in Chancery which is not included in the courses and distances metes and bounds hereinafter described except what is before excepted Now This Indenture Witnesseth that for and in consideration of the sum of ten dollars current money by the said William Anderson and Sarah his wife to the said Mabel Waters in hand paid at and before the sealing and delivery of these presents the receipt of which she doth hereby acknowledge and herself to be therewith fully satisfied contented and paid the said Mabel Waters hath bargained and sold aliened and enfeoffed and by these presents doth give grant bargain and sell alien enfeoff release convey and confirm unto the said William Anderson & Sarah his wife their heirs and assigns. All those tracts parts of tracts or parcels of land called Waters Lott and Cherry Walk originally called Jericho or by whatsoever name or names the same may be called situate and lying in Prince Georges County aforesaid and contained within the following metes and bounds courses and distances to wit, except what is before excepted Beginning for the same at a dogwood stump on or near the Bank of the old tale race of Jacob F. Waters mill and running South forty one degrees thirty minutes West two hundred and seventy four and a half perches to a bounded stone then South forty seven degrees thirty minutes West twenty five and three quarter perches to a stone not planted then South seventy one degrees West seventy two perches: then North twenty five degrees West six perches then West by South sixteen perches then South forty degrees West eighteen perches then North eighty seven degrees West twelve perches then North fifty five degrees West two perches to the end of a line drawn South forty one degrees thirty minutes West one hundred and one perches from the stone standing upon a tree commonly called The Indian Orchard then reverse said line South forty one degrees

(thirty)

thirty minutes East one hundred and one perches to the afores and stone then continue said course North forty one degrees thirty minutes East three hundred and eighty eight perches to a stone near the head of the mill race thence East thirty four perches then South twenty seven degrees East thirty two perches then South forty nine degrees thirty minutes East thirty one perches then South nineteen degrees thirty minutes West thirty five perches: then South seventy eight degrees thirty minutes West twenty four perches then South nine degrees thirty minutes West twenty perches thence with a straight line to the beginning containing in the whole two hundred & fifteen acres of land more or less. Together with all and singular the buildings improvements ways waters water courses rights members privileges advantages and appurtenances thereto belonging or in any wise appertaining and all the estate right title and interest trust property claim and demand whatsoever at law in and Equity of her the said Mabel Waters of in and to the same except what is before excepted. To Have and To Hold the said herein described premises with the appertenances thereunto belonging unto the said William Anderson and Sarah his wife their heirs and assigns forever. And the said Mabel Waters for herself and her heirs doth hereby covenant promise and agree to and with the said William Anderson and Sarah his wife their heirs and assigns that she the said Mabel Waters her heirs and all persons claiming under them shall and will from time to time and at all times hereafter at the reasonable request cost and charge of the said William Anderson and Sarah his wife or any of their heirs or assigns make and lawfully execute acknowledge and deliver all and every such further and other deed conveyance and assurance in the Law whatsoever for the better and more fully conveying and assuring to the said William Anderson and Sarah his wife their heirs and assigns the said premises with the appertenances heretofore described and mentioned to be bargained and sold according to the true intent and meaning of the parties to these presents as by the said William Anderson and Sarah his wife or their heirs or assigns, or by any of their counsel learned in the Law shall be reasonably devised or advised & required. In Testimony whereof the said Mabel Waters has hereunto set her hand and seal on the day & year first above written.

Signed Sealed & Delivered in the presence of, (the word "had" in the first line 2nd page being first interlined)

Mabel Waters (Seal)

Edwd E. Anderson

Benjn Brown.

(Maryland.)

Maryland Anne Arundel County Sct

Be it remembered and it is hereby certified that on this twelfth day of November in the year of our Lord eighteen hundred and thirty four personally appeared Mabel Waters party grantor in the aforegoing Indenture or Instrument of writing before us the subscribers two of the Justices of the peace for Anne Arundel County aforesaid and acknowledged the same to be her act and deed according to the true intent and meaning thereof and the land and premises therein mentioned and thereby bargained and sold to be the right and estate of William Anderson and Sarah his wife parties grantees also therein mentioned their heirs and assigns forever according to the purport true intent and meaning of the said Deed or Instrument of writing. And we do hereby certify that we are satisfied that Mabel Waters who has executed the aforegoing Indenture or Instrument of writing is the person named and described as and professing to be a party in said Indenture or Instrument of writing. In Testimony whereof we have hereto subscribed our names on the day and year aforesaid Edwd E. Anderson

Benjn. Brown.

Anne Arundel County To Wit I hereby certify that Edward E Anderson and Benjamin Brown Gentlemen who appear to have taken and signed the aforegoing acknowledgement were at the time of so doing two of the State of Maryland's Justices of the peace in and for Anne Arundel County duly commissioned & sworn

Seal

In Testimony whereof I hereto set my name and affix the seal of Anne Arundel County Court this 20th day of November in the year of our Lord one thousand eight hundred & thirty four. Wm S. Green. Clk a a Co Ct

Received the 4th day of April 1835 into the Clerks office of Prince Georges County to be recorded & was the same day recorded in Liber A.B. No 9 folios 267 8. 9. 70. & 71 one of the Land Records of said County & examined per Aquilla Beale Clk.

Exhibit D.

Filed with the Commr. B. G. B. Worthington Commr.

This Indenture made this sixth day of April in the year of our Lord one thousand eight hundred and thirty between Bushrod W. Marriott of Anne Arundel County and State of Maryland of the one part and William Anderson of Edward of the same County and State aforesaid of the other part Witnesseth that whereas by virtue of a Decree of the Court of Chancery of Maryland bearing date the first day of November in the year of our Lord one thousand

(eight)

eight hundred and twenty seven a certain Louis Gassaway of the City of Annapolis was duly appointed Trustee, and the said Louis Gassaway having refused to act as Trustee aforesaid the Chancellor by an order bearing date the second day of September eighteen hundred and twenty eight appointed the above named Bushrod W. Marriott Trustee in the place and room of the said Louis Gassaway, and authorized and empowered to sell and dispose of the mortgaged property of the said Nathan Waters. And whereas in pursuance of the said Decree and order the said Bushrod W. Marriott as Trustee aforesaid did on the second day of October in the year of our Lord one thousand eight hundred and twenty eight sell and dispose of to a certain John Spears of Anne Arundel County who assigned his said purchase for a valuable consideration to the above named William Anderson of Edward the said Mortgaged property being All that part of a tract or parcel of land called and known by the name of the Reserve lying and being in Anne Arundel County and containing seventy five acres of land more or less for the sum of Two hundred and twenty five dollars current money. And whereas by the Decree and order of the Chancellor the Trustee is directed to convey the said property to the said William Anderson of Edward on payment by him of the purchase money. And whereas the purchase money for the said Land and premises hath been fully paid and satisfied and to comply with the terms of the said Decree the said Bushrod W. Marriott Trustee as aforesaid hath agreed to execute these presents Now This Deed Witnesseth that the said Bushrod W. Marriott Trustee as aforesaid in consideration of the above recited premises and also of five dollars current money to him in hand by the said William Anderson of Edward the receipt whereof is hereby acknowledged and himself therewith to be paid hath given granted bargained sold released aliened enfeoffed and confirmed, and by these presents doth give grant bargain sell release alien enfeoff and confirm unto the said William Anderson of Edward his heirs and assigns forever All that tract part of a tract or parcel of land called "The Reserve" & beginning for the same at a stone planted in the place of the original beginning of said Reserve and running South thirty one and a half degrees East three perches so as to leave out all that layout of Waters Lot with an allowance of four degrees for variation & for correction then South eighteen and a half degrees West one hundred and sixty six and a half perches with an allowance of five and a half degrees to lay it clear of Robin Hoods Forest

(then)

then South thirty one and a half degrees East seventy seven pes. then North twenty nine degrees East one hundred and four perches to the main road then North fifty degrees West twelve perches: then North fifteen degrees East eighty perches then to the beginning containing seventy five acres clear of all older survey more or less, To Have and To Hold the said part of a tract or parcel of land above described and premises with every of the appurtenances unto the said William Anderson of Edward his heirs and assigns forever to his and their only proper use and behoof and to and for no other use intent or purpose whatsoever. In Witness whereof the said Bushrod W. Marriott Trustee as aforesaid hath hereunto set his hand and affixed his seal the day and year first hereinbefore written.

Signed Sealed and Delivered in the presence of Benjn Brown — Bushrod W Marriott Trustee (Seal)

Edward C Anderson

On the back of the aforegoing was thus written To Wit

Maryland Anne Arundel County To Wit — Be it remembered and it is hereby certified that on this sixth day of April in the year of our Lord one thousand eight hundred and thirty personally appears Bushrod W Marriott Trustee within mentioned party grantor mentioned in the within deed or Instrument of writing before us the subscribers Justices of the peace for the County aforesaid & acknowledges the said within deed or Instrument of writing to be his act and deed and the land and premises therein mentioned and thereby bargained & sold to be the right and Estate of William Anderson of Edward party Grantee also therein mentioned his heirs and assigns forever according to the purport true intent & meaning of the said deed or Instrument of writing & the acts of Assembly in such case made and provided

Acknowledged before Benj Brown Jr — Edwd C. Anderson

Recorded the 16th day of June 1830.

Anne Arundel County To Wit: I hereby certify that the aforegoing is a true copy taken from Liber W. S. G. No 15 folios 349 &c one of the Land Record Books of Anne Arundel County

In Testimony whereof I hereto set my name & affix the seal of the Circuit Court for a County this twenty fifth day of March in the year eighteen hundred and fifty two

(Seal)

N. H. Green Clk C for a County.

Exhibit E.

Filed with the Commission — B. G. B. Worthington Commr.

(Know)

Maryland Anne Arundel County Sc:

Know all men by these presents that we Franklin L. F. Ijams. Benjamin Brown and Bushrod W. Marriott Executors of John Ijams are held and firmly bound unto William Anderson of Edwd of Prince Georges County and State aforesaid in the just and full sum of six hundred dollars current money to be paid to the said William Anderson of Edwd his certain Attorney Executors administrators or assigns to the payment whereof well and truly to be made and done we bind ourselves our heirs executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this 1st day of January 1834. Whereas the said Franklin L F. Ijams, Benjamin Brown and Bushrod W Marriott by virtue of the last will and testament of Jno Ijams late of Anne Arundel County deceased have sold to the said William Anderson of Edwd a tract or parcel of land containing one hundred and eight acres of land as ascertained by a late survey be the same more or less called "Burgess's Progress" lying and being in Anne Arundel County for the sum of three hundred dollars current money, and for that purpose have agreed to execute this bond The condition of the above obligation that if the above bounden Franklin L F Ijams, Benjamin Brown and Bushrod W. Marriott. Executors as aforesaid. do and shall whenever they shall be legally required make execute acknowledge and deliver unto the above named William Anderson of Edwd his heirs or assigns such act deed or conveyance which shall be required for conveying assuring transferring and confirming unto the said William Anderson of Edwd his heirs and assigns (on payment by the said William Anderson his note drawn for the sum of two hundred and forty three dollars with Interest from the first day of January 1834, to be paid in favour of the said Franklin L. F. Ijams, Benjamin Brown and Bushrod W. Marriott Executors as aforesaid a good and absolute estate in fee simple clear of all incumbrances whatsoever of in & to all that tract or parcel of land called "Burgess's Progress" containing one hundred and eight acres of land more or less, and shall on the first day of January 1834 give the said William Anderson of Edwd his heirs or assigns full and peaceable possession of the said land & premises & of every part thereof, then this obligation to be void & of none effect otherwise to be & remain in full force and virtue in Law.

Signed Sealed & Delivered in the presence of Lot Sappington

Franklin F. Ijams (Seal)
Benjn Brown (Seal)
Bushrod W. Marriott (Seal)
Executors of John Ijams

The said cause thus standing was continued from term to term until January Term 1855.

Afterwards, to wit, on the 24th January 1855 the Judge passed in said cause the following order;

John W. Anderson & others. vs Achsah Anderson & others } Circuit Court for Anne Arundel County In Equity January Term 1855.

This case has been submitted to me on the part of the Complainants for the passage of an Interlocutory decree for partition, the commission having been returned and law in Court the time required by the rules of the Court and the case ready for hearing: There can be no doubt that the law of joint tenancy and survivorship was the law of Maryland before the passage of the act of 1822 chap 162, and in some cases as regards personal property may yet remain so 2 H&McH. 418 6 H&J 54. 3 H&J 147.

That act provides "that no deed, &c, which may hereafter be made shall be construed to create an estate in joint tenancy, unless in such deed it is expressly provided that the property conveyed by such deed is to be held in joint tenancy". The bill in this case alleges that William Anderson and Sarah his wife purchased from Nathan Waters the tract of land conveyed to them by Exhibit A to them their heirs and assigns forever.

Exhibit C. conveys to them other lands by the same words of limitation.

By reference to the 3 H&J 147 it will be seen that these deeds convey to the husband and wife an estate in joint tenancy which would have survived to the husband, but for the act of 1822, but by that act became a tenancy in common.

By the death of the wife an undivided moiety descended to her children, and the other moiety vested in her husband upon his death descended to all his heirs equally, subject to the dower of his second wife - the moiety descending to the children of the wife is not subject to the dower of the second wife

An equity is claimed by the heirs of the mother because of part of the land having been bought by the money of the wife; that however is not proved. It was bought by the money of both equally. 3 Bac. Abr 685.

All the other lands descended to all the children of William Anderson as coparceners subject to the dower of his second wife. A decree may be passed in conformity with this opinion, & providing for laying off the dower of the widow

Archs Brewer Circuit Judge. Jany 24. 1855

Afterwards to wit on the 27 January 1855 the Judge passed in said cause the following order:

John W. Anderson
vs
Achsah Anderson
& others

Circuit Court for Anne Arundel County
In Equity
January Term 1855.

When my opinion of the 24th. Inst was written, I was not aware that there had been any case decided in this State, as to the effect of the act of 1822 upon estates of such a kind as are limited in the two deeds therein referred to Exhibits A & B. Since I have found a case not referred to in the notes of the Complainants solicitor, and which had escaped my attention also. The case I refer to is in the 4th of Gill Rep. p544 Hughcroft vs Henry Wilcox & others The land in that case was conveyed to H.W. Wife and their heirs and assigns forever, and the survivor of them. The Chancellor (Bland) dismissed the Bill on the ground that the deed conveyed an estate in fee simple to H.W. & wife, which upon her death passed by survivorship to him leaving nothing to descend to her heirs. C. McLean for the appellant contended that since the act of 1822 ch 162 this deed did not create a jointtenancy but a tenancy in common." Archer J. delivered the opinion of the Court of Appeals affirming the Chancellor's decree in the following words "The conveyance from Edwin E. Medford and wife to Henry Wilcox and wife and their heirs and assigns and the survivor of them is unaffected by the act of Assembly of 1822 ch 162, in the first place because it does not create a jointtenancy; and if it does, secondly because by the use of the term "survivor" in the grant that the intention is clearly indicated that there shall exist a right of survivorship. & refers to 2 Blac. Comm 185 Co. Litt. 185 b.

The use of the word "survivor" has no effect as to the technical character of an estate in joint tenancy; because it is one of the legal properties of that estate that it shows go to the survivor; but it has some effect as indicating the intention of the grantor that the estate shoud be one in jointenancy as distinguished from a tenancy in common.

Upon what branch of this opinion or whether on one or both the Chancellor decided does not appear; but it is clear that the Court of Appeals decided expressly that the words of the deed do not create an estate in jointenancy nor in common: but a joint estate by which both are seised of the entirety, per tout, and not as a joint tenant per my et per tout, although they also decide that if it did the word "survivor"

(exclusive)

expressing a quality of an estate in joint-tenancy, directly contradis-tinguishing it from a tenancy in common, and is sufficient to indicate the intention of the grantor to convey an estate in jointenancy

It seems to me that I am concluded by this case, & bound to decree that the real estate embraced by Exhibits A & C survived to John W. Anderson, and must like the rest of his real estate descend to all his children by both marriages equally. But for this case I should not so decide. What could have been the object of the legislature in passing this law? The great and important distinction between "jointenancies" and "tenancies in common" is the right of survivorship. See 2 Blac. Com. 185 calling it a grand incident of the estate. The technical words creating an estate in jointenancy frequent-ly did so contrary to the real intention of the parties, who in igno-rance of the Law would naturally suppose that such words would give to each of the grantees or devisees an interest in half of the estate, and the object of the Law certainly was to prevent a defeat of the actual intention of the grantors or devisors by technical expressions - permitting the estate still to be created when the inten-tion to do so was expressed. In the same manner a devise to A B of real Estate passes only a life estate, contrary in almost every case to the actual intention of the devisor. The act of 1825 Chap 119 provided that where real estate was given to a person without words of perpetuity or limitation the devisee should take the whole estate unless it should appear by devise over words of limitation or otherwise that the testator intended to give a life estate The great evil in this case to be remedied was the survivorship contrary to the intention of the grantor. Now is not an estate to A B & his wife and their heirs an estate by entirety within the evil to be remedied? Survivorship is attached to it as well as to a technical jointenancy, and the evil is even greater, because technical joint tenants, may, either of them rectify the intention by severing the jointenancy. Three tenants of a joint estate cannot. 2 Bla Com 185 et seq. 3 Bac Ab 700. But in fact is not sufficiently an estate in jointenancy to come within the meaning of the act of Assembly Blackstone in the page refferred to, says, it is not properly an estate in jointenancy - although it is called by him & all law writers a joint estate, and has every incident of a jointenancy but the right to sever the tenancy by one of the parties

The authorities say that husband and wife being one person in Law cannot take the

(estate)

estate by moieties: but this is an old ridiculous technical objection. The same authorities say that although they cannot take they may hold an estate by moieties: for instance where an estate is conveyed to them as tenants in common before marriage and they afterwards marry; which is equally inconsistent with their unity of persons, and no act of Legislature: the act of 1852 may at any rate do what a deed or will cannot do. Treating the estate as a jointenancy at Common Law the act would make it a tenancy in common, and dissolve this unity as many other laws have done This nice distinction was not attended to in drawing the Law Joint tenancy is one of the titles well known in the division of real estates into its different kinds so also is tenancy in common. Joint Estates comes under no distinct title but is classed with estates in jointenancy as a sort of exception agreeing with it in many respects, and may well therefore be supposed to be included in the provisions of a law relating to jointenancy. These estates are certainly confounded in the case in 3 H & J. 147 by both Chancellor & Judge The Chancellor requests the opinion of the Judge whether the instrument of writing in that case "would have created an estate for the joint lifes of J & E. Towers which would have ceased on the death of either on account of there being no words of survivorship? or whether it would create an estate in jointenancy which would have survived to the longest liver, and of course whether E. Towers (no severance of the jointtenancy appearing would on the death of the said John J. be entitled to the said lot for her life". The judge gave his opinion that a joint estate vested in J & E. Towers during their lives, and the quality of survivorship being incident to a joint estate or jointenancy without any technical words being necessary to confer that quality. If the deed in the case of 3 H & J. had been to E. J and such wife as he may hereafter marry they are joint tenants. 3 Bac Abr 677.

"In Fiell" Courts have been astute to construe survivorship into some other meaning than a jointenancy Prn 684. note.

I think however whether right or wrong the Court of Appeals in the Lee before referred to have decided this case the other way. It is thereupon this 27 Jany 1855 adjudged & ordered that the order of this Court passed on the 24 Inst be & the same is hereby rescinded, and the decree for Partition must be drawn giving all the children of J. W. Anderson an equal interest in all the lands mentioned in the bill

Archs Brewer
Circuit Judge

Afterwards, to wit, on the 23rd day of February 1855 the Judge passed in said Cause an interlocutory decree for partition in the words following to wit;

John W Anderson, Susanna Anderson, Margaret E. Anderson, Frances L Newman & Rachel his wife, Edward E. Anderson & Elizabeth E Anderson & William Anderson the last two by their next friend John W Anderson.

vs

Achsah Anderson, Charlotte C. Anderson, Joshua Anderson, Lydia Anderson, Andrew Anderson, Randolph Anderson Benjamin F. Anderson, Josephus Anderson and Franklin F. Jams & Bushrod W Marriott. Survg Exr of John Jams.

In Circuit Court of Anne Arundel County sitting in Equity
January Term 1855

This cause standing ready for hearing and being submitted all the proceedings were read and considered. It is thereupon this twenty third day of February in the year eighteen hundred and fifty five by Nicholas Brewer Judge and by the authority of this Court adjudged ordered and decreed that there be partition among John W Anderson, Susanna Anderson, Margaret E. Anderson, Rachel Newman, Edward E. Anderson Elizabeth E Anderson and William Anderson the Complainants, Charlotte Catharine Anderson, Joshua Anderson, Lydia Anderson, Andrew Anderson, Randolph Anderson, Benjamin F. Anderson and Josephus Anderson of the parcels of land described in the Bill in this case as purchased respectively from Bushrod W. Marriott, the Executor of John Jams, and Joshua F. Clarke, and of the parcels of land described in Exhibits A & C, subject to the dower right therein of Achsah Anderson the second wife and surviving widow of the said William Anderson as hereinafter prescribed And it is further adjudged ordered and decreed that the said Achsah Anderson the Defendant is entitled to dower in the said land. And to the end that this Court may be enabled to make a just assignment to the said Achsah of her dower in the said land, it is ordered that a Commission issue to Moses Donaldson, Allen Warfield, Lot Sappington, John R Woodward & Nicholas Mercer of Anne Arundel County, authorizing them or any four or three of them to go upon, walk over survey lay off and designate one third part of the said land as and for the dower of the said Achsah in the same; and that the said Commissioners be directed in the Commission to make out a plat and certificate Exhibiting an accurate description of the

(this 81

third part or dower so by them laid off

And to the end that this Court may be enabled to make a proper partition of the five parcels of land described in the said Bill and purchased by the said William Anderson from Nathan Waters, Mabel Waters, Bushrod W. Marriott, the Executors of John Lyons, and Joshua T. Blake respectively among all the said children of the said William Anderson both by his first and second marriage, it is further adjudged ordered & decreed that the said Commissioners or any four or three of them be authorised in the said Commission to enter upon, walk over and survey the said parcels of land and value the same subject to the widow's dower therein of the said Achsah Anderson as hereinbefore directed to be ascertained and laid out, and subject to all other incumbrances of any thereon, and to divide the same into fourteen equal parts having regard to quantity or quality if in their opinion the said five parcels of land be susceptible of such division with advantage to all parties interested therein, and to allot one of such divisions to each of the said heirs. And if in their opinion the said five parcels of land be not susceptible of such division with advantage to all the parties interested therein that then they proceed to divide the same into such lesser number of parts as they may deem most to the advantage of all parties interested therein and ascertain the value of such part thereof subject to any incumbrances thereon, having regard as aforesaid to quantity and quality. And if in their opinion the said five parcels of land will not admit of division without loss or injury to the parties that then they make return of their said judgment and the reasons upon which the same was formed with the real value of the said parcels of land subject to the said dower of the said Achsah and to any other incumbrance thereon. And that the said Commissioners shall make out or cause to be made out plats and certificates of the said parcels of land and of the respective divisions thereof with the beginnings and courses and an accurate description of the said parcels of land and of the several parts thereof: and to the said Commission there shall be annexed the usual oath of office

Nicholas Brewer Circuit Judge

And on the same day a Commission was accordingly issued to Moses Donaldson, Allen Warfield, Lot Sappington, John R. Woodward & Nicholas Miller of Anne Arundel County to make partition of the lands in said Cause mentioned in pursuance of said decree,

Afterwards, to wit, on the 28th day of July the Commissioners aforesaid to wit, Moses Donaldson, Allen Warfield, Lot Sappington and Nicholas Miller made return of their said Commission with certificate and plat & Exhibits B accompanying the same in the words and figures following to wit:

Maryland Sc The State of Maryland To.

Moses Donaldson, Allen Warfield, Lot Sappington, John R. Woodward and Nicholas Miller of Anne Arundel County Greeting Know ye that we have pursuant to a Decree of the Circuit Court for Anne Arundel County sitting in Equity passed this day in a cause therein between John W. Anderson, Susanna Anderson, Margaret E. Anderson, Frances L. Newman and Rachel his wife Edward E. Anderson, Elizabeth E. Anderson and William Anderson Complainants and Achsah Anderson Charlotte C. Anderson, Joshua Anderson Lydia Anderson, Andrew Anderson, Randolph Anderson, Benjamin F. Anderson and Josephus Anderson Defendants authorised and empowered you or any four or three of you having first taken the oath hereunto annexed to adjudge and determine whether the real Estate of William Anderson deceased consisting of several parcels of Land in the proceedings in said cause mentioned will admit of being divided without loss or injury to all the parties entitled, and to ascertain the value of the said Estate in lawful money taking into consideration any incumbrances thereon, and to ascertain the value of the said Estate subject to the incumbrances, and if the said Estate can in your opinion and judgment or in the opinion or Judgment of any three or four of you be divided without loss or injury to all the parties entitled thereto divide and make partition of the same fairly and equally in value among all the parties interested according to the following proportions that is to say; to the said John W. Anderson; one fourteenth part thereof to the said Susanna Anderson; one other fourteenth part thereof to the said Margaret E. Anderson; one other fourteenth part thereof to the said Rachel Newman, one other fourteenth part thereof to the said Edward E. Anderson; one other fourteenth part thereof to the said Elizabeth E. Anderson; one other fourteenth part thereof to the said William Anderson; one other fourteenth part thereof to the said Charlotte Catharine Anderson; one other fourteenth part to the said Joshua Anderson; one other fourteenth part to the said Lydia Anderson; one other fourteenth part to the said Andrew Anderson one other fourteenth part to the said Randolph Anderson one other fourteenth part to the said Benjamin F. Anderson;

(one)

one other fourteenth part thereof and to the said Josephus Anderson one other fourteenth part thereof; or if the said estate cannot be divided equally and fairly among all the parties interested according to their several just proportions then you or any three or four of you shall divide the said Estate into as many parts as is susceptible of without loss or injury to all the parties entitled and ascertain the value of each part of the said Estate in lawful money subject to any incumbrance thereon and if in your opinion and Judgment or in the opinion and Judgment of any three or four of you the said estate cannot be divided without loss or injury to all the parties entitled then you or any three or four of you shall make return to our Circuit Court sitting in Equity of your Judgment and of the reasons upon which the same was formed; and the real value of the said Estate in lawful money subject to the incumbrances if any thereon and if you or any three or four of you shall determine that the said Estate can be divided in either of the ways herein before mentioned without loss or injury to all the parties then you shall cause the lands to be surveyed and laid out by the County Surveyor or such other person as you may think qualified for the several parties in case the estate consists of lands, and if the said Estate shall be equally divided among all the parties interested according to their several first proportions then you or any three or four of you shall allot to the several parties their respective shares of the land, and you or any three or four of you are hereby empowered and directed to ascertain and lay off the widows Dower in and to the lands and tenements of the estate before you shall proceed to divide or value the same; and you or any three or four of you shall make out the ascertainment and location of such dower a part of your return to this Commission, and you or any three or four of you having made partition or allotment in manner aforesaid shall make return of your proceedings to our said Court without delay provided nevertheless that before you or any of you shall act in the premises you or such of you as are to act shall each take the oath hereunto annexed and we do give full power and authority to any two or one of you jointly and severally to administer such oath on the Holy Evangely. Witness the Honorable Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County this 23rd day of February A.D. 1855. N. H. Green Clk C

Commissioners Oath.

You shall according to the best of your skill and Judgment

(Mr. Ro)

the partition as directed by the foregoing commission and in all things truly and faithfully execute the powers given and perform the duties required of you by the said Commission without favour or partiality or prejudice or ill will against any person whatever interested therein So Help you God.

The execution of this Commission will appear by certain schedules thereto annexed

Moses P. Donaldson (Seal)
Allen Warfield (Seal)
Nicholas Muller (Seal)
Lot Sappington (Seal)

To The Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County We the subscribers Commissioners appointed by a commission issued out of the Circuit Court for Anne Arundel County sitting as a Court of Equity to survey and make partition of the Real Estate in the proceedings in said cause mentioned; wherein John M Anderson and others are complainants and Achsah Anderson and others are Defendants, and which commission is hereunto annexed, do hereby certify and return that after having taken the oath annexed unto the said Commission for us to be taken, and given notice to the parties of the time and place of our meeting, we did in pursuance of said notice meet on the land mentioned in said Commission on the fifth day of June 1856, did then and there proceed to walk and ride over the said lands and cause the same to be surveyed as directed by the said Commission, by John Duvall a Surveyor who was appointed by us for the purpose: and we did find by the said survey the lands to consist of two separate and distinct tracts or parcels of land: the one consisting of five hundred acres of land more or less lying in Prince Georges County and which is designated as Lots Nos 1 and 2 on the said Surveyors plat and certificate herewith filed as a part of this return and the other consisting of two hundred and ninety four acres more or less lying in Anne Arundel County and designated as Lots Nos 3 & 4 on the said Surveyors plat and certificate; and we did then adjudge and determine that the said Estate cannot be divided equally and fairly between all the parties interested according to their several just proportions, but are of opinion that the said lands might be divided into four parts without loss and injury to the parties entitled and did accordingly cause the same to be laid off and divided into four parts as designated on the plat and certificate which together with the annexed statement we pray may be taken as part of this our return: We did first ascertain and lay off the widows

(dower)

dower which is described in the said plat & certificate and contains one hundred and sixteen acres which according to our opinion & judgment is equal in value to one third part of the whole estate in quantity and quality, and which said Dower, as laid off by us, is contained within the following metes and bounds courses and distances to wit Beginning for the same it being composed of the following lands to wit part of "Jericho" or "Waters Lot" lying and being in Prince Georges County and contained within the following metes and bounds courses and distances to wit Beginning at the place where formerly stood a dogwood tree on or near the bank of the old tail race of Jacob T. Waters mill, said tree being the beginning place of that part of said lands as conveyed by Mabel Waters to William Anderson and wife by deed bearing date Novr 12th 1834 and running from thence and bounding on said conveyance as follows No 1. South forty two degrees thirty minutes West ninety four and a half perches to a post; thence leaving said conveyance and running No 2 South forty seven degrees fifteen minutes West thirty six perches: No 3 South forty degrees fifteen minutes West fifty one perches to a post: thence No 4 South fifty one degrees fifteen minutes West forty nine perches to intersect the fifteenth line of the land called "The Range" thence bounding on the same as follows No 5 South forty two degrees thirty minutes East two hundred and sixteen perches to a stone on the South side of the "Patuxent River thence running down and bounding on said river as follows to wit No 6 South eighty nine degrees East thirty nine perches No 7 South twenty six degrees East thirty two perches: No 8 South forty eight degrees thirty minutes East thirty one perches: No 9 South twenty degrees thirty minutes West thirty five perches: No 10. South seventy nine degrees thirty minutes West twenty four perches: No 11 South ten degrees thirty minutes West twenty perches thence to the beginning containing and laid out for one hundred and sixteen acres more or less

Beginning for Lot No One, it being composed of the following lands, to wit, part of "Jericho" part of "Cherry Walk" and "Waters Lot" lying and being in Prince Georges County and contained within the following metes and bounds courses and distances to wit Beginning at the place where formerly stood a dogwood tree on or near the old tail race of Jacob T. Waters Mill - said tree being the beginning place of that part of said lands as conveyed by Mabel Waters to William Anderson and wife by deed dated November 12th 1834 and running thence & bounding

(on said)

on said conveyance as follows No1 South forty two degrees thirty minutes West two hundred and seventy four and a half perches to a stone: thence No2. North forty six degrees thirty minutes West twenty five and a half perches to a stone: thence No3. South seventy two degrees West seventy two perches: 4th North twenty four degrees West six perches: thence 5th South seventy nine degrees forty five minutes West three perches to a post now set on the North edge of the public main road leading by Dr Charles Duvall's towards Marlboro. thence running up and bounding on said road these several courses & distances and to include that part of "Cherry Walk" and "Jericho" purchased of Joshua T. Clarke by William Anderson as follows to wit 6th North thirty four degrees thirty minutes West seven perches: 7th North sixty degrees fifteen minutes West nine perches: 8th North forty five degrees thirty minutes West seven and a half perches: 9th North twenty two degrees thirty minutes West thirteen perches: 10th North seventy five degrees forty five minutes West eleven perches: 11th North eighty four degrees West fourteen perches: 12th North sixty five degrees fifteen minutes West five perches: 13th North forty degrees thirty minutes West two and three fourths perches: 14th North thirteen degrees West eighteen perches: 15th North five degrees West seven and a half perches to a post set on the north edge of the said road: thence leaving the same and running 16th North fifty degrees East one hundred and twenty two perches and a half to the end of the twelfth line of the land called "The Range" thence bounding on said land as follows 17th South thirty degrees East seventeen perches: 18th South fifty six degrees East thirty six perches: 19th North forty two degrees thirty minutes East two hundred and seventy four and a half perches to a stone on the South side of the Patuxent river thence running down and bounding on said river as follows, 20th South eighty nine degrees East thirty nine perches: 21st South twenty six degrees East thirty two perches: 22nd South forty eight degrees thirty minutes East thirty one perches: 23rd South twenty degrees thirty minutes West thirty five perches: 24th South seventy nine degrees thirty minutes West four perches: South ten degrees thirty minutes West twenty perches thence to the first beginning containing and laid out for two hundred and fifty nine and a half acres of land - one hundred and sixteen acres part thereof being incumbered with the widows dower.

Beginning for Lot No. Two it being composed of the following lands to wit part of "Jericho" and part of "Cherry Walk" lying and

(being)

being in Prince Georges County at a bounded stone standing on the South side of the Patuxent River it being a boundary of the lands of Dr Charles Duvall and running thence with and bounding on said lands as follows 1st, South seventy nine degrees fifteen minutes West sixty eight perches to a stone; 2nd South twenty seven degrees fifteen minutes West seventy eight perches; 3rd South forty degrees fifteen minutes West twenty perches; 4th South eighty four degrees fifteen minutes West thirty five perches; 5th South thirty two degrees forty five minutes West seventy two perches to the public main road leading by Dr Charles Duvall's to Upper Marlboro thence running down and bounding on said road as follows to wit; 6th South fifty nine degrees thirty minutes East thirteen and a half perches; 7th South fifty eight degrees forty five minutes East fifteen and a fourth perches; 8th South fifty degrees East twelve and three quarter perches; 9th South sixty degrees East ten and a half; 10th South five degrees fifteen minutes East thirteen perches; 11th South three degrees fifteen minutes East eighteen perches; 12th South seventeen degrees forty five minutes East ten perches; 13th South thirteen degrees forty five minutes East twenty and a half perches; 14th South five degrees East eight and a half perches to a post set on the North side of said road. thence leaving the same and running, 15th North fifty degrees East one hundred and twenty two and a half perches to the end of the twelfth line of the land called "The Range" thence reversing & bounding on said land as follows, 16th North fifty one degrees fifteen minutes East forty one perches; 17th North thirty three degrees fifteen minutes East sixty perches; 18th North forty six degrees fifteen minutes East sixty six perches; 19th South eighty four degrees forty five minutes East thirty four perches; 20th North forty one degrees fifteen minutes East twenty four perches; 21st North three fourths of a degree West twenty four perches; 22nd North nineteen degrees fifteen minutes East twenty one perches; 23rd North thirty eight degrees fifteen minutes East three perches; thence leaving The Range and running 24th North thirty two degrees fifteen minutes West sixty eight perches to the aforesaid Patuxent River; thence running up and bounding on the said river as follows 25th South thirty five degrees fifteen minutes West sixteen perches; 26th South sixty nine degrees fifteen minutes West fifteen perches; 27th South thirty eight degrees fifteen minutes West four perches; 28th South thirty nine degrees forty five minutes West twelve perches; 29th South fifty three degrees fifteen minutes West twenty perches; 30th South fifty five

(degrees)

degrees fifteen minutes West sixteen perches: thence to the beginning containing and laid out for two hundred and forty and a half acres.

Beginning for Lot No. Three, it being composed of the following lands viz: part of "Burgess Progress" and part of "Piney Orchard" lying and being in Anne Arundel County and being contained within the following metes and bounds courses and distances to wit at a stake the beginning place of that part of "Burgess' Progress" as conveyed by Joseph McCeney Sheriff to John Iams by deed dated April 24th 1812 and running thence and bounding on said conveyance as follows 1st North forty five degrees East twenty six perches 2nd North twenty nine degrees West sixty perches: 3rd South seventy degrees West forty perches: 4th North fifty two degrees West forty two perches: 5th North sixty five degrees West thirty two perches thence 6th South forty five degrees West fifty one perches to the end of the 9th line of the land conveyed by Nathan Waters to William Anderson and wife by deed dated Feby 20th 1823: thence bounding on said conveyance as follows 7th North seventy degrees West seventeen and a quarter perches 8th South forty seven and a half degrees West six perches: 9th North sixty eight degrees thirty minutes West thirty nine perches: 10th South twenty nine degrees thirty minutes West eighty one and a quarter perches; thence leaving the outlines of said conveyance and running 11th South forty three degrees East one hundred and forty eight ps to intersect the third line of said conveyance: thence bounding on the same as follows North thirty four degrees East sixty eight perches to intersect the eleventh line of the deed from Joseph McCeney to John Iams thence with same, 13th North eighty degrees East fifty eight and a half perches: 14th North twenty two and a half degrees East thirty three perches: thence to the beginning containing and laid out for one hundred and seventy acres

Beginning for Lot No Four, it being composed of part of a tract called "Piney Orchard" lying in Anne Arundel County at a stake at the end of the last line of the land conveyed by Nathan Waters to William Anderson wife by deed dated February 20th 1823 and running thence & bounding on the said conveyance as follows 1st North eighty degrees forty five minutes East twenty eight perches to a bounded white oak tree thence 2nd South fifty nine degrees East sixty one perches to the centre of two stumps the remains of two bounded black oak trees thence 3rd North sixty one degrees East fifty two perches thence leaving the outlines of said conveyance and running 4th South

(Forty)

forty three degrees East one hundred and forty eight perches to intersect the third line of said conveyance; thence reversing and bounding on the same as follows 5th South thirty four degrees West seventy eight and a half perches: 6th North seventy eight degrees West sixty perches 7th South thirty four degrees West twenty perches thence to the beginning containing and laid out for one hundred and twenty four acres.

See which subdivisions of the said lands with the boundaries thereof will more fully appear from the Plat and certificate of the Surveyor accompanying this return.

And we do further return to your Honor that we did value the said lands lying in Prince Georges County at the sum of $ 4446.50
And the land lying in Anne Arundel at $ 1810.00
Making the Entire value $ 6256.50
clear of the incumbrance of the widows dower; and we did value the same subject to the said dower at $5743.25
That we did value the Lot No 1 at $ 3244.00 clear of the widows dower, and at $2595.50 subject to the said dower.
That we did value Lot No 2 at $1202.50 Lot No 3 at $1190.00 and Lot No 4 at $620.00 as appears by Exhibit B. hereto appended

And we do further return that the whole of the widows dower was laid off in a part of Lot No 1 and that they know of no other incumbrances upon the said Estate, except the said Dower.

See which proceedings with a plat of the said land and of the divisions thereof and the aforesaid commission, we return closed under our hands and seals this 22nd day of July eighteen hundred and fifty six

Moses P Donaldson (Seal)
Nicholas Miller (Seal)
Allen Warfield (Seal)
Lot Sappington (Seal)

And on the same day Francis L. Newman and wife and William Sansbury & wife file their separate refusal to take any portion of the Estate of Wm Anderson of Edwd at the valuation thereof made by the Commissioners appointed in this cause, as follows, to wit,

John W. Anderson & others
vs
Sarah B. Anderson & others

In Equity
Circuit Court for Anne Arundel County.
(Bill)

We Francis L. Newman and Rachel his wife of Prince Georges County (the said Rachel being a daughter and heir at Law of William Anderson of Edwd decd) do hereby refuse to take any portion of the Estate of the said William Anderson of Edwd, at the valuation thereof made by the Commissioners appointed in this cause

Signed in presence of
Jos Nicholson.
Wm G. Newman.

Francis L. Newman
Rachel Newman.

Maryland Anne Arundel County SS

Be it remembered that on this 23rd day of July 1856 before the subscriber a Justice of the peace in and for the State and County aforesaid personally appeared Francis L. Newman and Rachel his wife the persons executing the aforegoing Instrument of writing and acknowledged the same to be their act and deed for the purposes therein mentioned And I do further certify that I am satisfied of my own knowledge that Francis L Newman & Rachel his wife the persons making this acknowledgement are the persons named and described as professing to be the parties signing the same. And I do further certify that I did see Rachel Newman wife of the said Francis L. Newman sign the said paper before me, and out of the presence and hearing of her said husband. And being by me privately examined, apart from and out of the presence & hearing of her said husband Whether she doth acknowledge the same willingly and freely, and without being thereto induced by fear or threats of or ill usage by her husband or through fear of his displeasure? Saith that she doth acknowledge the same willingly and freely and without being thereto induced by fear or threats of or ill usage by her husband or through fear of his displeasure Acknowledged before and certified by

Jos Nicholson J.P. A.A. Co.

John W. Anderson and others.
vs.
Aehsah Anderson & others

Circuit Court for Anne Arundel County
In Equity.

We, William Sansbury and Susannah Sansbury his wife of Anne Arundel County (the said Susannah being the eldest child and heir of the late William Anderson of Edwd decd) do hereby refuse to take any portion of the Estate of the said William Anderson of Edwd at the valuation thereof made by the Commissioners appointed in this cause

Signed in presence of
Thos P. Cross

John W. Sansbury
Susannah Sansbury

Maryland Anne Arundel County Sct

Be it remembered that on this 21st day of July 1856 before the subscriber a Justice of the peace in and for the State and County aforesaid personally appeared William Sausbury and Susannah his wife & acknowledged the foregoing instrument of writing to be their act and deed for the purposes therein mentioned. And I do hereby certify that I am satisfied of my own knowledge that the said Sausbury and wife are the identical persons professing to execute the foregoing instrument of writing. And I do further certify that the said Susannah Sausbury did sign the said Instrument before me & out of the presence & hearing of her said husband and she being by me privately examined apart from and out of the presence of her said husband whether she doth make her acknowledgment thereof willingly and freely and without being thereto induced by fear or threats of or ill usage by her said husband, or through fear of his displeasure says that she doth acknowledge the same willingly & freely & without being thereto induced by fear or threats of or ill usage by her said husband or through fear of his displeasure

Acknowledged before and certified by Jno P. Coun

Afterwards, on the 29th day of August 1856 Wm Anderson & Edward E. Anderson filed in said cause their separate refusal to take any portion of the Estate of Wm Anderson of Edwd at the valuation made by the Commissioners, in the words following to wit

John W. Anderson & others
vs.
Ackisah Anderson & others

In Equity
Circuit Court for Anne Arundel County
District of Columbia

Washington County July 28th 1856.

I, William Anderson, son and one of the heirs at Law of William Anderson of Edwd decd. do hereby refuse to take any portion of the Estate of the said William Anderson of Edwd at the valuation thereof made by the Commissioners appointed in this cause

Signed in presence of William S. Anderson.

Z. H. Offutt. JP

District of Columbia Washington County Sct

I, John A Smith Clerk of the Circuit Court of the District of Columbia for the County of Washington hereby certify that Z. H. Offutt Esq. before whom the above and annexed statement was made, & who has thereto subscribed his name was at the time thereof a Justice of the peace in & for the County and District aforesaid duly commissioned and qualified & that his signature thereto is genuine. In Testimony whereof I have hereunto subscribed my name and affixed the seal of

(said)

said Court this 28th day of July 1856
Jno. A. Smith Clk.

John W. Anderson & others
vs.
Ashsah Anderson & others

In Equity
Circuit Court for Anne Arundel County

Washington D.C. July 28th 1856.

I, Edward E. Anderson a son and heir at Law of William Anderson of Edwd decd, do hereby refuse to take any portion of the estate of the said William Anderson of Edwd at the valuation thereof made by the Commissioners appointed in the said cause

Signed in presence of
Z. H. Offutt. J.P.

E. E. Anderson

District of Columbia Washington County to Wit

I, John A. Smith Clerk of the Circuit Court of the District of Columbia for the County of Washington hereby certify that Z. H. Offutt Esq before whom the above and annexed statement was made and who has thereto subscribed his name was at the time thereof a Justice of the Peace in and for the County and District aforesaid duly commissioned and qualified & that his signature thereto is genuine

In Testimony whereof I have hereunto subscribed my name and affixed the seal of said Court this 28th day of July 1856.

Jno. A Smith Clk.

And afterwards, to wit, on the 13th day of August 1856 John W Anderson filed in said cause his refusal to take any portion of the Estate of Wm Anderson of Edwd at the valuation thereof made by the Commissioners appointed in this cause, in the words following to wit,

John W Anderson & others
vs.
Ashsah Anderson & others

In Equity
Circuit Court for Anne Arundel County

I, John W. Anderson of Anne Arundel County, eldest son and one of the heirs at Law of William Anderson of Edwd late of said County decd, do hereby refuse to take any portion of the estate of the said William Anderson of Edwd at the valuation thereof made by the Commissioners in this cause

In presence of
A B Hagner. H M Murray.

John W. Anderson

And on the same day the 13th day of August 1856 Elizabeth Phelps wife of Joshua A. Phelps files in said cause her election to take that part of the Real Estate of Wm Anderson of Ed. as returned by the Commissioners in said cause as Lot No 3, in the words following to wit,

(John W)

John W. Anderson & others
vs.
Achsah Anderson & others

In Equity
Circuit Court for Anne Arundel County

The undersigned Elizabeth Pheeps (wife of Joshua A. Pheeps) being a daughter and Heir at Law of Wm. Anderson of Edwd, Decd, do hereby elect to take that part of the Real Estate of the said William Anderson of Edwd which is described by the Commissioners appointed in this cause as "Lot No 3" lying in Anne Arundel County called "Part of Burgess' Progress" and part of "Piney Orchard" containing one hundred and seventy acres at $75 00 per acre the valuation thereof made by the said Commissioners and pray the Judge that I may be allowed to pay one third of the value thereof in cash and give bonds to the several representatives for payment of their respective proportions of the balance of the said valuation in one and two years from this date.

Witness
Thos P. Conn

Elizabeth E. Pheeps.
J. A. Pheeps.

Maryland Anne Arundel County Sct

Be it remembered that on this 31st day of July 1856 before the subscriber a Justice in and for said County personally appeared Joshua A. Pheeps and Elizabeth his wife the persons named in the foregoing paper being personally known to me, and acknowledged the same to be their act and deed for the purposes therein mentioned. And the said Elizabeth being by me privately examined apart from and out of the presence and hearing of her said husband whether she doth acknowledge the same willingly and freely and without being thereto induced by fear or threats of or ill usage by her said husband or through fear of his displeasure, saith that she doth acknowledge the same willingly & freely and without being thereto induced by fear or threats of or ill usage by her husband or through fear of his displeasure. And I do certify that I did see the said Elizabeth sign the said paper before me & out of the hearing and presence of her said husband.

Acknowledged before and certified by Thos P. Conn.

And afterwards, to wit, on the 8th day of December 1856. William S. Taylor & wife file in said cause their refusal to take any portion of the Estate of Wm Anderson of Edwd at the valuation thereof made by the Commissioners appointed in said cause, as follows to wit

John W. Anderson & others
vs
Achsah Anderson & others

In Equity
Circuit Court for Anne Arundel County

We, William S. Taylor and Margaret his (wife)

wife (the said Margaret being a daughter and heir at Law of William Anderson of Edward deceased) do hereby refuse to take any portion of the Estate of the said William Anderson of Edward, at the valuation thereof made by the Commissioners appointed in this cause

Signed in presence of
Wm. Glover

William S. Taylor
Margaret E. Taylor

Maryland Anne Arundel County Sct

Be it remembered that on this 27th day of October 1856 before the subscriber a Justice of the peace of the State of Maryland in and for the County aforesaid personally appeared William S. Taylor and acknowledge the foregoing Instrument to be his act and deed for the purposes therein mentioned. And I do further certify that I am satisfied of my own knowledge that William S. Taylor the person making this acknowledgment is the person named and described as the party signing the above Instrument of writing.

Acknowledged before and certified by Wm. Glover.

Maryland Anne Arundel County Sct

Be it remembered that on this third day of December 1856 before the subscriber a Justice of the peace in and for the State & County aforesaid personally appeared Margaret S. Taylor the wife of Wm. S. Taylor and acknowledged the foregoing Instrument to be her act and deed for the purposes therein mentioned. And I do certify that I did see the said Margaret, the wife of the said William S. Taylor sign and seal the said Instrument of writing before me and out of the presence and hearing of her husband. And the said Margaret being by me privately examined apart from and out of the hearing & presence of her husband Whether she doth make her acknowledgment thereof willingly and freely, and without being thereto induced by fear or threats of or ill usage by her husband or through fear of his displeasure? Saith that she doth acknowledge the same willingly and freely and without being thereto induced by fear or threats of or ill usage by her husband or through fear of his displeasure. And I do further certify that I am satisfied of my own knowledge that Margaret Taylor the person making this acknowledgment is the person named & described as the party signing the above Instrument of writing

Acknowledged before & certified by Wm. Glover

Afterwards to wit on the 9th day of December 1856 the Auditor files in said cause the following report in the words following to wit

(John W.)

John W. Anderson, Susannah Anderson & others
vs
Aehsah Anderson, Charlotte C. Anderson & others.

Circuit Court for Anne Arundel County

In Equity

December 8th 1856.

The Auditor reports that he has examined the proceedings in the above cause and finds that Lot No 3 elected to be taken by Elizabeth Pheeps is valued in the Commissioners return at the sum of $1190.00 to which the following named heirs of William Anderson dec'd are entitled in the sums hereon assigned to them respectively as follows

To John W. Anderson for	1/14 part thereof	$ 85.00
" Josephus Anderson for	Do	85.00
" Francis Sherwood & Rachel his wife in right of said Rachel.	Do.	85.00
" Wm. Salisbury & Susannah his wife in right of said Susannah.	Do.	85.00
" Wm. S. Taylor & Margaret his wife in right of said Margaret	Do	85.00
" Elizabeth Anderson for	Do	85.00
" Charlotte C. Anderson for	Do	85.00
" William Anderson for	Do	85.00
" Edwd. E. Anderson for	Do	85.00
" Joshua Anderson for	Do	85.00
" Andrew Anderson for	Do	85.00
" Randolph Anderson for	Do	85.00
" Benjamin F. Anderson for	Do	85.00
" Lydia Anderson for	Do	85.00
		1190.00

Respectfully Submitted

N. Brewer Jr. Auditor.

Afterwards to wit on the 13 day of Dec 1856 the Judge passed in said Cause his Decree for Partition & sale in the words following to wit;

John W. Anderson & others
vs.
John W. Anderson & others

In Equity.

Circuit Court for Anne Arundel County

October Term 1856. Dec 13th 1856

This cause standing ready for hearing and being submitted, and the Commissioners named in the interlocutory decree passed in this cause for the partition of the real Estate of William Anderson having made return of their proceedings under the said Decree, and the said Commissioners having returned that real estate mentioned cannot be divided equally and fairly between all the parties interested therein according to their several just proportions, but that the said

(Lots)

Lands might be divided into four parts without loss and injury to the parties entitled, and the said Commissioners having accordingly made division of the said lands into four parts, and having also set land of the dower of Achsah Anderson the widow in the said lands and having returned the value of the said lands and of the parts thereof subject to all incumbrances thereon, and of the said Dower and having procured the said partition and assignment to be made by a competent Surveyor, who designated the said divisions and assignment upon a plat filed with the said return. It is thereupon this thirteenth day of December eighteen hundred and fifty six by Nicholas Brewer Circuit Judge and by the authority of this Court adjudged ordered and Decreed that the said return of the Commissioners be and the same is hereby ratified and confirmed And it is further adjudged ordered and Decreed that the defendant Achsah Anderson shall have and hold in severalty for and during the term of her natural life, and as and for her Dower in the real Estate in the proceedings mentioned All that part of the said Real Estate which is described in the aforesaid return of the Commissioners as Beginning for the same it being composed of the following lands, to wit, part of "Lerchi" or "Waters Lot" lying in Prince George County at the place where formerly stood a dogwood tree on or near the bank of the old tail race of Jacob F. Waters mill - said tree being the beginning place of that part of said land as was conveyed by Mabel Waters to William Anderson and wife by deed bearing date Nov 12th 1854 and running from thence and bounding on said conveyance as follows, No 1 South forty two degrees thirty minutes West ninety four and a half perches to a post; thence leaving said conveyance and running No 2 North forty seven degrees fifteen minutes West thirty six perches; No 3 South forty degrees fifteen minutes West fifty one perches to a post thence No 4 North fifty one degrees fifteen minutes West forty nine perches to intersect the fifteenth line of the land called "The Range" thence bounding on the same as follows No 5 North forty two degrees thirty minutes East two hundred and seventeen perches to a stone on the South side of the Patuxent River; thence running down & bounding on said river as follows to wit No 6 South eighty nine degrees East thirty nine perches No 7 South twenty six degrees East thirty two perches No 8 South forty eight degrees thirty minutes East thirty one perches No 9 South twenty degrees thirty minutes West thirty five

(perches)

perches, No 10 South seventy nine degrees thirty minutes West twenty four perches; No 11 South ten degrees thirty minutes West twenty perches, thence to the beginning containing and laid out for one hundred and sixteen acres more or less,

And it appearing to the Court here that all of the adult parties to this suit have refused to elect to take any portion of the said real Estate at the valuation thereof by the Commissioners except Elizabeth Pheeps (wife of Joshua A Pheeps) and and all of the said adult parties (except the said Elizabeth) having filed in the cause their refusal to elect to take any part thereof and the said Elizabeth with her said husband having filed her election to take that part of said land described as Lot No 3 in the plat and return of the Commissioners at the valuation thereof by the said Commissioners, it is further adjudged ordered and decreed that the said Elizabeth Pheeps shall hold in severalty and not jointly or in common with the other parties to this suit All the part of the said real estate which is designated in the return of the said Commissioners and the plat accompanying the same as Lot No 3, It being composed of the following lands, viz, part of "Burgess' Progress" and part of "Piney Orchard" lying and being in Anne Arundel County and being contained within the following metes and bounds courses and distances To Wit, at a stake at the beginning place of that part of Burgess Progress as conveyed by Joseph McCeney Sheriff to John Iams by deed dated April 24th 1812 and running thence and bounding on said conveyance as follows 1st North forty five degrees East twenty six perches; 2nd North twenty nine degrees West sixty perches; 3rd South seventy degrees West forty perches; 4th North fifty two degrees West forty two perches; 5th North sixty five degrees West thirty two perches; thence 6th South forty five degrees West fifty one perches to the end of the ninth line of the land conveyed by Nathan Waters to William Anderson and wife by deed dated February 20th 1823 thence bounding on said conveyance as follows 7th North seventy degrees West seventeen and a quarter perches, 8th South forty seven and a half degrees West six perches 9th North sixty eight degrees thirty minutes West thirty nine perches 10th South twenty nine degrees thirty minutes West eighty one and a quarter perches; thence leaving the outlines of said conveyance and running 11th South forty three degrees East one hundred and forty eight perches to intersect the third line of said conveyance thence bounding on the same as follows, 12th North thirty four degrees East sixty eight perches to intersect the eleventh line of the deed from

(Joseph)

Joseph McCeney to John Jams thence with the same as follows 13th North eighty degrees East fifty eight and a half perches; 14th North twenty two and a half degrees East thirty three perches thence to the beginning containing and laid out for one hundred and seventy acres.

And it is further adjudged ordered and decreed that the said Elizabeth Phelps shall pay to the said John W. Anderson the sum of eighty five dollars for his share of the said Lot No 3 so held by the said Elizabeth to the said Josephus Anderson eighty five dollars for his share thereof; and the same sum to each of the following named heirs of the said William Anderson, for their shares of the said Lot No 3, viz, Rachel wife of Francis L Newman; Susannah wife of Wm Sausbury; Margaret E, wife of William S. Taylor; Elizabeth Anderson Charlotte C Anderson, William Anderson, Edward E Anderson, Joshua Anderson, Andrew Anderson, Randolph Anderson, Benjamin G Anderson and Lydia Anderson: and that the report of the Auditor filed in this cause, apportioning the sum of $1190 the estimated value of Lot No 3. among the said heirs, be and the same is hereby ratified & confirmed and the said Elizabeth Phelps is hereby directed to give bonds to the said heirs for the said sums respectively in one and two years from the thirty first day of July 1856 with interest thereon, and that the said bonds shall remain as liens upon the said Lot No 3 until the same have been fully discharged and satisfied

And it is further adjudged, ordered and decreed that the residue of the said Real Estate, being Lots No one, two and four in the proceedings mentioned be sold, that Alexander Randall and Alexander B. Wagner be and they are hereby appointed Trustees to make said sale, and that the course & manner of their proceedings be as follows, They shall first file with the Clerk of this Court a Bond to the State of Maryland executed by themselves, with a surety or sureties to be approved by the Court, Judge or Clerk in the penalty of twelve thousand dollars conditioned for the faithful performance of the trust reposed in them by this decree or which may be reposed in them by any future order or decree in the premises. They shall then proceed to make the said sale having at first given at least three weeks previous notice inserted in some newspapers or papers published in the City of Annapolis, & such other notice as they may think proper of the time, place manner and terms of sale, which terms shall be as follows: one third part of the purchase money to be paid in cash, and the balance in one and two years from the day of sale - the whole to bear interest from

(the day)

the day of sale, and to be secured by the bonds of the purchaser to be approved by the Trustee. And as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a free and particular account of the same with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by the Court, and on the payment of the whole purchase money (and not before) the said Trustees by a good and sufficient deed to be executed and acknowledged agreeably to Law shall convey to the purchaser or purchasers of said property, and to his her or their heirs, the property to him, her or them sold free clear and discharged of all claim of the parties to this cause, and of any person or persons claiming by from or under them or any of them. And the said trustees shall bring into this Court the money arising on such sales sales and the bonds which may be taken for the same to be disposed of under the direction of this Court after deducting therefrom the costs of this suit & such commission to the said Trustees as the Court shall think proper to allow on consideration of the skill attention and fidelity wherewith they shall appear to have discharged this trust

Nicho Brewer Cu Court Judge

Afterwards, to wit, on the 29th day of December 1856 the Trustee filed in said cause this bond, which (being approved, in the form following, to wit;

Know all men by these presents that we Alexander Randall, Alexander B. Hagner, John Randall and Eliza H. Randall all of the City of Annapolis in the State of Maryland are held and firmly bound unto the State of Maryland in the free and just sum of twelve thousand dollars current money to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs Executors and administrators jointly and severally firmly by these presents. Sealed with our Seals and dated this — day of December eighteen hundred and fifty six. Whereas by a Decree of the Circuit Court for Anne Arundel County in Equity bearing date on the thirteenth day of December eighteen hundred and fifty six and passed in a cause in the said Court wherein John W. Anderson & others are Complainants and Rebecah Anderson & others are Defendants the above bound Alexander Randall and Alexander B. Hagner have been appointed Trustees to make sale of certain real estate in the proceedings in said cause mentioned Now the Condition of the above obligation is such that if the

(above)

above bound Alexander Randall and Alexander B. Hagner do & shall well and faithfully perform the trust reposed in them by the said Decree or that may be reposed in them by any future decree or order in the premises then the above obligation to be void, otherwise to remain in full force and virtue in Law.

Signed Sealed and Delivered in the presence of
Philip R. Voorhees.

A. Randall (Seal)
A. B. Hagner (Seal)
John Randall (Seal)
Eliza A. Randall (Seal)

I believe the sureties to the within bond to be sufficient
Frank A. Stockett. Sol.

Approved 29th Decr. 1856 N. H. Green. Clk

Afterwards, to wit, on the 14th day of January 1857 the Trustee filed in said cause his Report in the words following to wit;

To The Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County in Equity

The undersigned appointed Trustees in the case of Anderson v. Anderson to make sale of the Real Estate therein named, respectfully report That they filed their Bond as required, and proceeded to advertise the said real estate in the two newspapers published in the City of Annapolis, The "Baltimore Sun" a newspaper published in the City of Baltimore, and in the "Marlboro Gazette" and "Planters Advocate" newspapers published in Upper Marlboro in Prince Georges County, for more than three successive weeks that having complied with the other directions of the said Decree, the undersigned A. B. Hagner, attended at Joshua A. Phelps Store in this County at 12 o'clock A. M. on Saturday the 10th Inst in compliance with the said advertisements, and then and there proceeded to sell the said land. That he only received a bid for one parcel which he considered adequate, and he sold that parcel being Lot No 4 containing 124 acres in Anne Arundel County, to L. Randolph Woodward and Edward E. Anderson at and for the sum of five dollars & ninety cents an acre, making the amount of the purchase money for this Lot $731.60 They then gave notice to the bidders that they would sell the other parcels of land on the premises on a future day, unless they were sold before that time at private sale, and they have accordingly given notice to that effect in the newspapers All which is respectfully submitted Randall & Hagner Trustees

Maryland Anne Arundel County Set

I hereby certify that on this 14th day of January 1857 before me

(the)

the subscriber a Justice of the peace in and for the State & County aforesaid personally appeared Alexander B. Hagner and made oath that the statements contained in the foregoing report are true as therein stated, & that the sale therein reported was fairly made

Sworn to before Wm. Glover, J.

And on the same day the following order nisi was passed

Circuit Court for Anne Arundel County in Equity.

January 14th 1857. Ordered that the sale this day reported by Randall & Hagner Trustees for the sale of the real Estate in the case of Anderson v. Anderson be ratified and confirmed unless cause be shown to the contrary on or before the 14th day of March next, Provided a copy of this order be published in some newspaper printed in the City of Annapolis once a week for each of three successive weeks before the 14 day of February next. The Report states that Lot No 1 sold for $731 00. N. B. Green Clk Circuit Court for A. A. Co.

Afterwards to wit on the 11th day of April 1857 the Trustee files his second Report in the words following to wit;

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County, Sitting in Equity

The second report of Alexander Randall and Alex B. Hagner Trustees in the case of Anderson v. Anderson respectfully represents to your Honor, That after the sale previously reported in this cause, your Trustees proceeded to readvertize the portions of the said real estate in Prince Georges County being Lots Nos 1 & 2, by advertisement inserted in the papers published at Upper Marlboro, and in those published in Annapolis for more than three successive weeks, giving notice of the place manner terms and time of sale. That they were prevented by very severe weather from attending on the day first advertised and they then readvertised the said property in the same newspapers to be sold on the 26th day of February, and that in accordance with this notice your Trustee A. B. Hagner attended on the 26 day of February 1857 at 12 o'clock M, on the premises in Prince Georges County, and proceeded to offer the said Lots Nos 1 & 2 - that they received no sufficient bid for Lot No 1, and only received one bid for Lot No 2 which they finally agreed to take (being $3.50 per acre, making the whole price for the 240½ acres equal to $841.75. The Trustee then gave notice that the Lot No 1 would be held at private sale. The Lot No 2 is represented as being very poor, destitute of good fencing, & as not really worth more than the price bid for it, it having been purchased by Wm Anderson dec'd at a much less sum. Under these circumstances

(Over)

Your Trustees think they were justified in selling at the low price reported. All which is respectfully submitted

Randall & Wagner. Trustees.

Anne Arundel County Sc. I hereby certify that on this 13th day of April 1857 before the subscriber a Justice of the peace in and for the County of Anne Arundel personally appeared Alexander B Hagner and made oath that the statements set forth in the foregoing Report are true as therein contained, and that the sale therein reported was fairly made to the best of his knowledge & belief. Wm Glover.

Afterwards, to wit, on the 13th day of April the following order Nisi was passed

Anderson et al vs Anderson et al	Circuit Court for Anne Arundel County In Equity April 13. 1857	

Ordered that the sale made by Randall & Wagner Trustees for the sale of the real Estate in this case, and reported in their second report be ratified and confirmed unless cause be shown to the contrary on or before the 13th day of June next provided a copy of this order be published in some newspaper printed in the City of Annapolis once a week for each of three successive weeks before the 13th day of May next. The Report states that Lot No 2 sold for $844.75

N. H. Green Clk Circuit Court for A. A. County.

Afterwards, to wit, on the 24 day of April 1857 the Judge passed a final order of Ratification upon the Trustees first Report in the words following to wit

Circuit Court for Anne Arundel County In Equity April Term 1857 Ordered that the sale therein reported be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although the order Nisi passed in January last appears to have been duly published. The Trustees are allowed the usual Commissions, & further expenses the sum of $53.20, other expenses will be allowed when the vouchers are produced

Nicho Brewer Circuit Judge

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October Term 1866

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Rollins S. Goodwin and Mary Jane his wife

vs.

Anne Jeanetta Hopkins and Elizabeth Hopkins.

Be it remembered that heretofore to wit on the 21st day of Oct 1856. came Rollins S. Goodwin and Mary Jane his wife. by A. Randall and A. B. Wagner their Solicitors in the Circuit Court for Anne Arundel County. Sitting in Equity and exhibited in said Court their Bill of Complaint against Anne Jeanetta Hopkins and Elizabeth Hopkins in the words following to wit.

To The Honorable Nicholas Brewer, Judge of the Circuit Court for Anne Arundel County. Sitting in Equity.

The Bill of Complaint of Rollins S. Goodwin and Mary Jane, his wife, of the City of Annapolis, respectfully represents unto Your Honor.

That heretofore, about the day of eighteen hundred and forty , a certain Jane Ellen Gaither of said City, being seized and possessed of Real and personal estate lying in the said City, executed her last will and Testament, in due form of law, by which, among other devises and bequests, she devised as follows "I give and devise in fee simple the house and lot in the City of "Annapolis; and which I now occupy as a residence, to my much "beloved grand-children herein named, Mary Jane Hopkins, Anne "Jeanetta Hopkins, and Elizabeth Ellen Hopkins, daughters of Benjamin "Hopkins;" as will appear by reference to a duly authenticated copy of the said last will, hereunto filed. Marked Exhibit A., which they pray may be taken and considered as part of this their Bill.

They further charge that the said Testatrix afterwards departed this life, without having revoked or altered the said Will

That the said real Estate consists of a small tenement on the Duke of Gloucester Street in said City, very much out of repair. That they desire a partition or sale of the same, because of its needing repairs and being an unprofitable property, but they believe that a partition thereof is impossible. That one of the said Grandchildren is Your Orator, and the two others, her Sisters, are minors, under age, by reason whereof a partition or Sale is impossible, as they are advised, without the aid and interposition of Your Honor;

To the end therefore that the said

Anne Jeanetta Hopkins and Elizabeth Hopkins, of the City of Annapolis, who, as aforesaid are infants, may answer the premises by a Guardian to be thereto appointed, and that the said house and lot may be decreed to be sold, and that Your Orators may have such other and further relief in the premises as their cause and Equity may require.—

That it may please Your Honor to grant unto Your Orators the State's writ of Subpoena against the said Anne Jeanetta Hopkins and Elizabeth Hopkins of Annapolis, summoning them to be and appear in this Court by a certain day to be therein named, to answer the premises, and show cause, if any they have why a Decree should not pass, as prayed, And as in duty &c

Randall & Wagner
for Complt.

Memorandum. The Exhibit A. referred to in the Bill will be found with the Commission for Testimony.

And thereupon a writ of Subpoena was accordingly issued against the Defendants. Returnable to the next Term to wit October Term 1856.

Afterwards to wit on the 11th day of Novr. 1856 a Commission was issued to William S. Green of Anne Arundel County to take the answers of the Infant Defendants Anne Jeanetta Hopkins and Elizabeth Hopkins to the said bill.

Afterwards to wit on the 12th day of November 1856 the Commissioner William S. Green made return of his said Commission with the answers of the Infant Defendants Anne Jeanetta Hopkins and Elizabeth Hopkins in the words following to wit.

Maryland, SC,

The State of Maryland, To William S. Green of Anne Arundel County, Greeting! Whereas Hollins S. Goodwin and wife lately exhibited their bill of Complaint before us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, against Anne Jeanetta Hopkins and Elizabeth Hopkins. And whereas we have by our writ, lately commanded the said Defendants to appear before us, in our said Circuit Court for Anne Arundel County, sitting as a Court of Equity, at a certain day, to answer the said bill, of Complaint but, for as much as the said Anne Jeanetta Hopkins, and Elizabeth Hopkins are infants under age, and cannot answer the said bill, nor defend

this suit without having a Guardian assigned in that behalf: Know Ye, therefore, that we have given unto You full power and authority, in pursuance of the Special order in our said Court, to assign and appoint a Guardian for the aforesaid Infants, and to take the answer of the said Infants by such Guardian to the said bill; and therefore, we command You, that at such certain day and place as You shall think fit, You go to the said Defendants, if they cannot conveniently come to You, and assign and appoint a Guardian for the aforesaid Infants, and take the answer of the said Infants, by such Guardian to the said bill, on such Guardian's corporal oath, upon the Holy Evangely, to be administered by You, the said answer being distinctly and plainly wrote; and when You shall have so taken the said answers, You to send the same, closed up under Your seal, together with your certificates of Your having assigned and appointed such Guardian as aforesaid, and this writ unto us in our said Circuit Court for Anne Arundel County, sitting as a Court of Equity.

Seal

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 11th day of November Anno Domini 1856.

Test. N. H. Green, Clerk.

To The Honorable Nicholas, Brewer, Circuit Judge of the Circuit Court for Anne Arundel County:

The undersigned respectfully returns, that pursuant to the authority vested in him by the foregoing commission, he did in the presence of the infants on the 12th day of November in the Year 1856 assign and appoint Benjamin Hopkins, guardian to the Infants in said Commission named, and did take the answer of the said Infants by the said Guardian on his corporal oath, by the undersigned administered, which answer hereto annexed, is herewith returned, together with said Commission.

Witness my hand and seal this 12th day of November 1856

Wm. S. Green, Com. Seal

The answer of Anne Jeanetta Hopkins & Elizabeth Hopkins, Infants under the age of twenty one Years, by Benjamin Hopkins their Guardian in that behalf specially appointed, to the Bill of Complaint of Rollins S. Goodwin & wife against these Defendants & others, in the Circuit Court for Anne Arundel County, sitting as a Court of Equity, exhibited.

These Defendants answering by their Guardian aforesaid, to the bill of Complaint, say, that they do not admit the truth of the several matters and things charged and set forth in said bill neither do they deny the same, but being infants they pray that the Court will protect their interest in the premises, and they pray to be hence dismissed with their costs, and so forth.

Benjamin Hopkins Guardian.

Benjamin Hopkins, the Guardian above named makes oath on the Holy Evangely of Almighty God, that the matters and things stated in the foregoing answer, are true to the best of his knowledge and belief. Sworn to before the subscriber, Commissioner for that purpose appointed.

Wm. S. Green. Com.r

Afterwards to wit on the 22nd day of November 1856 a Commission was issued to Brice J. B. Worthington & Nich.s Brown of Jn.o Standing Commissioners to take testimony in said Cause.

Afterwards to wit on the 27th day of Nov.r 1856 Brice J. B. Worthington, One of the Commissioners aforesaid made return of his Commission with the proceedings under the same in the words following to wit.

Maryland. sc.

The State of Maryland, To Brice J. B. Worthington and Nicholas Brown of Jn.o of Anne Arundel County, Greeting. Know that we have appointed You to be our Commissioner, to examine evidences in a cause depending in our Circuit Court for Anne Arundel, Sitting as a Court of Equity, between Rollins S. Goodwin & wife Complainants and Anne Jeanetta Hopkins and Elizabeth Hopkins, Defendants, We therefore require you, having first taken the oath hereunto annexed; and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this commission, that at such time and place as to you shall seem convenient, You cause to come before you all such evidences as shall be named and produced to you by either the plaintiffs or defendants; and that you examine them on their corporal oaths, to be by you administered upon the Holy Evangely of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you cause notice to be given to the parties, or their attorneys, of the execution of this commission, before

You execute the same; and having reduced the depositions of the Witnesses so taken by you, into writing, you send the same, with this our commission, close under your hand and seal, to us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, with all convenient speed,

Seal. Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County. this 22nd day of November. Anno Domini, 1856.

N. H. Green Clerk

Goodwin et al
vs
Hopkins et al,

Circuit Court for Anne Arundel County. In Equity

Interrogatories to be propounded to Witnesses to be produced on behalf of the Complainants.

1st Do you know the parties to this suit, or either of them? If yea, state how long you have known them, their ages, & residences,

2nd Did you know Jane E. Gaither late of the City of Annapolis: dec.d? If yea, State whether she died intestate or left a will – Whether she left any children or descendants, and whether she was related to any of the parties to this suit, and in what manner.

3rd Do you know the property mentioned in the will of Jane E. Gaither now read to you marked Exhibit A? If you describe the same, state its condition and value, and whether you think the same can be divided among those entitled without loss or injury – And whether or not, a sale would be for the benefit and advantage of those entitled thereto? And your reasons for that opinion.

Randall & Hagner
for Complts.

At the execution of this Commission issued out of the Circuit Court for Anne Arundel County, sitting as a Court of Equity, directing the Commissioners therein named to examine evidences in the cause in said Court pending between Wollins S. Goodwin and Mary Jane his wife, Complainants and Anne Jeanette Hopkins, and Elizabeth Hopkins Defendants, J. Brice J.r & B. Worthington one of the said Commissioners did proceed at my Office in the City of Annapolis on Monday Nov.r 24th 1856 at 11 O'clock A.M. to take the following depositions,

in the presence of N. B. Wagner Esq.r Solicitor for the Complainants.

Edward Hopkins a witness of lawful age produced on the part of the Complainants, being duly sworn and examined to interrogatories filed by the Complainants Solicitor, and hereunto returned deposes and says,

To the First Interrogatory, that he knows all the parties, and has known them all their lives, They all live in Annapolis; The Defendants are minors,

To the Second Interrogatory. That he did, She left a will, She left no children, but She left three infant Grand-children, the daughters of Elizabeth Anne Anne Hopkins the deceased wife of Levy Hopkins. Their names are Mary Jane the wife of the Complainant Cordwin, and Anne Teanetta and Elizabeth Hopkins.

To the Third Interrogatory. that he knows the real Estate described in the said will Exhibit A. which he has had read to him. It consists of a lot in Annapolis on the Duke of Gloster Street, adjoining the Lots of Mrs. Wiggins and Mr. Crammer. On the Lot is a small frame House, very old and in pretty bad repair. He thinks the whole affair is worth about four hundred dollars He thinks the property cannot be divided, so as to be of any advantage to any one. He thinks a sale would be the only way of dividing it. He thinks it is so small property, that a division could not be made. It will want repairs, and the children have no means that witness knows of to repair it with.

There being no other witness produced, and neither party desiring further time for the production of further testimony at the instance of Complainants Solicitor, the said Commissioner closed the said Commission, and hereunto returns the same under his hand and seal this twenty sixth day of November Eighteen hundred and fifty six.

B. J. B. Worthington. Comm.r (Seal)

Exhibit A.

In the name of God. I. Jane E. Leitter, of the City of Annapolis. Anne Arundel County. in the State of Maryland, being sick and weak in body, but of sound disposing mind, memory and understanding, considering the certainty of death and the uncertainty of the time thereof, and being desirous to settle my worldly affairs, and thereby be the better prepared to leave this world when it shall please God to call me hence, do therefore make and publish this my last will and Testament in manner and form following that is to say. First and

principally I commit my soul into the hands of Almighty God, and my body to the earth to be decently buried at the discretion of my Executor herein after named, and after my debts and funeral charges are paid I devise and bequeath as follows,

Item I give and devise in fee simple the house and lot in the City of Annapolis, and which I now occupy as a residence to my much beloved Grand-children herein named, Mary Jane Hopkins, Ann Jenetta Hopkins, and Elizabeth Ellen Hopkins, daughters of Benjamin Hopkins, and it is my will and desire that all the Estate of which I shall die seized and possessed of every description, real, personal, or mixed, shall after my death go to my grand-children, Mary Jane Hopkins, Ann Jenetta Hopkins, and Elizabeth Ellen Hopkins; and lastly I do hereby constitute and appoint Peter Sausser Executor of this my last will and testament, revoking and annulling all former wills by me heretofore made, ratifying and confirming this and no other, to be my last will and testament.

In testimony whereof I have hereunto set my hand and affixed my seal this sixth day of February in the year of our Lord One thousand Eight hundred and forty four.

Signed Sealed published and declared by Jane E. Gaither the above named Testatrix, as and for her last will and testament in the presence of us, who at her request, and in her presence, and in the presence of each other, have subscribed our names as Witnesses thereto.

Jane E. her X mark Gaither (Seal)

A. W. Brewer of Jno. Edward A. Hopkins. Wm. Brewer Jr.

Anne Arundel County Set. The 26th day of April. 1847. } Then Came Peter Sausser and made oath on the Holy Evangely of Almighty God, that the forgoing instrument of writing, is the true whole and last will and testament of Jane E. Gaither late of Anne Arundel County deceased that hath come to his hands and possession and that he doth not know of any other

Samuel Brown Jr Reg Wills A. A. Coty.

Anne Arundel County Set The 30th April 1847. } Then came Nicholas Brewer and William Brewer two of the subscribing witnesses to the aforegoing last will and testament of Jane E. Gaither late of Anne Arundel County deceased, and made oath on the Holy Evangely of Almighty God, that they did see the Testatrix therein named make her mark, and seal this will and that they heard her publish pronounce and declare the same to be her last will and testament that at the time of her so doing, she was to the best of their apprehension of sound and

disposing mind memory and understanding, and that they together with Edward Hopkins the other subscribing witness respectfully subscribed their names as witnesses to the will in the presence and at the request of the Testator and all in the presence of each other.

Samuel Brown Jr Reg Wills A.A. Coty.

In Testimony that the foregoing is a true copy taken from the original, Recorded in Liber J.J.S. No. 1 folio 498, I have hereunto set my hand and affixed the seal of my Office, this twenty-first day of October, Eighteen hundred and fifty six.

Seal

Benj E. Gantt Reg Wills for A.A. Coty

And afterwards to wit on the 19th day of December 1856 the Judge passed in said Cause his Decree in the words following to wit.

Hollins Goodwin and Mary Jane his wife vs Anne Jeanetta Hopkins and Elizabeth Hopkins.	In Equity Circuit Court for Anne Arundel County, October Term 1856

This case standing ready for hearing and being submitted the bill, answers and all the other proceedings were by the Court here read and considered.

Whereupon it is, on this 19th day of December in the year 1856, by Nicholas Brewer Circuit Judge and by the authority of this court adjudged, ordered and decreed, that the real Estate in the proceedings mentioned be sold, That Alexander B. Hagner of Annapolis be, and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings be as follows, He shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, with a surety or sureties to be approved by the Court, Judge or Clerk in the penalty of Eight hundred dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or decree in the premises: He shall then proceed to make the said sale, having at first given at least three weeks previous notice inserted in some newspapers or papers published in the City of Annapolis, and such other notice as he may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: One half of the purchase money

to be paid in cash, on the day of sale, or on the final ratification thereof by this Court, the balance in six months from the day of sale, the whole to bear interest from the day, and to be secured by the bonds of the purchaser, with security to be approved by the Trustee, And as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by the Court, and on the payment of the whole purchase money, (and not before) the said trustee, by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property to him, her or them sold free, clear and discharged of all claim of the parties to this cause, and of any person or persons claiming by, from or under them, or any of them And the said trustee shall bring into this court the money arising on such sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this court, after deducting therefrom the costs of this suit, and such commission to the said Trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this trust.

Nicholas Brewer
Circuit Judge.

Afterwards to wit on the 14th January 1857 The Trustee filed in said Cause his Bond which being duly approved is in the words following to wit.

Know all men by these Presents, That we Alexander B. Wagner & Alexander Randall, of the City of Annapolis, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight hundred dollars current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 1st day of January in the Year Eighteen hundred and fifty seven.

Whereas, by a decree of the Chancery Court of Maryland, bearing date on the 19th day of December

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Eighteen hundred and fifty six and passed in a Cause in the said Court wherein Rollins Goodwin & others are Complainants and Anne Jeanetta Hopkins & others are Defendants, the above bound Alexander B. Wagner has been appointed Trustee to make sale of certain real Estate in the proceedings in said cause mentioned.

Now the Condition of the above Obligation is such, That if the above bounden Alexander B. Wagner do, and shall well and faithfully perform the trust reposed in him, by the said decree, or that may be reposed in him by any future decree or order, in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of.
W. G. Pidout

A. B. Wagner (Seal)

A. Randall (Seal)

I hereby certify that I believe the surety to the within bond to be sufficient.

Frank H. Stockett
Sol. for Court A. A. County.

Approved 14th Jan'y 1857.
N. H. Green Clk.

Afterwards to wit on the 25th day of Feby 1857 the Trustee filed his Report, in the words following to wit.

Rollins S. Goodwin and others
vs
Anne Jeanetta Hopkins and others.
| In Equity

To The Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County in Equity

The undersigned, appointed Trustee by the Decree of Your Honor, to sell certain real Estate mentioned in the above entitled cause, respectfully reports to Your Honor.

That after giving bond, with approved security and complying with the other requirements of the Decree, he advertised the said property in two newspapers printed in the City of Annapolis, for a longer period than that required by the Decree, and also sent a boy with a bell about town on the morning of the sale, That he attended on the premises, on Saturday the 17th inst, at 12 O'clock M. in accordance with such notice, and

found a considerable number of bidders & then & there sold the house & lot to William S. Weedon, at and for the sum of three hundred and fifty dollars, he being the highest bidder for the same.

He further reports that the said Weedon has paid the said sum in cash and wishes to receive a deed for the same, The Trustee thinks the sale is a good one and believes it to be satisfactory to all parties interested.

All which is respectfully submitted

A. B. Hagner
Trustee.

Maryland. Anne Arundel County. Sct:

I hereby certify that on this 25th day of February 1857. before the Subscriber a Justice of the Peace in and for the said State and County, personally appeared Alexander B. Hagner and made oath that the matters set forth in the foregoing report are true as therein stated and that the sale therein reported was fairly made. Sworn to before.

Wm. Glover.

And on the same day the following order nisi was passed upon Trustees, Report.

Goodwin and others (vs) Gaither and others	Circuit Court for Anne Arundel County. In Equity February 25th 1857

Ordered that the sale made and reported by Alex B. Hagner, Trustee in the above cause, be ratified and confirmed unless cause be shown to the contrary on or before the 25th day of April next, Provided a copy of this order be published in a Newspaper printed in the City of Annapolis, once a week for each of three successive weeks before the 25th day of March of next.

A. H. Green Clerk Cir
Court for A. A. County.

Afterwards to wit on the 9th day of June 1857 the Judge passed his order of final Ratification of sale as follows to wit.

Circuit Court for Anne Arundel County, In Equity. April Term 1857.

Ordered that the sales herein reported, be and the same is hereby finally ratified and confirmed, no cause

having been shown to the contrary, although the order of the twenty-fifth of February last seems to have been duly published as therein directed.

The Trustee is allowed the usual Commissions and for his expenses the sum of $10.00.

Nicholas Brewer. Circuit Judge.
June 9th 1857.

Afterwards to wit on the 20th day of June 1857 the Auditor filed in said Cause his Report & Account as follows to wit.

Rawlings S. Goodwin and Mary Jane Goodwin his wife.
vs
Anne Jeanetta Hopkins & others.

Circuit Court for Anne Arundel County
In Equity
June 19th 1857

The auditor reports to the Hon N. Brewer Circuit Judge of the said Court, that he has examined the proceedings in the above cause, and therefrom stated an account between the Real Estate of Jane E. Gaither & the Trustee for the sale thereof, herewith submitted, wherein he has applied the proceeds of sale, to the payment to the Trustee of his allowance for Commissions one tenth being first deducted and assigned the State, of his expenses, & of the Complainants costs of suit. The nett proceeds were then divided amongst the parties interested, in equal proportions.

All of which is respectfully submitted.

Nich. Brewer for Aud.

Dr. The Real Estate of Jane E. Gaither dec.d In Account with A. B. Hagner Esq. Trustee.

			Cr.	
1857 June 19th By amount of Proceeds of Sale as per Trustees Report filed Feby 25th 1857.			350.	00
To the Trustee for his Commissions	27.	00		
Less ten per cent due the State	2.	40	21.	60
To the State for tax of ten per cent on the Trustees Comm.s			2.	60
To the Trustee for his expenses as per vouchers filed.			10.	50
To the Complainants for their costs of suit. viz:				
Clerks fees due & cha.d to the Trustee	13.	49		
Cost of Comm.n for testimony due B. J. B. Worthington	4.	00		
Cost of Guardians Comm.n pd by the Trustee	4.	00		

Cost of Copy used as an Exhibit due B. E. Sant		.80		
Sheriffs fees due E. W. Duvall		.96		
Solicitors fee	10.	00		
Auditors fee pd by Trustee A. B. Jr.	4.	67	37.	66
			72.	16
To Hawkings L. Goodwin and Mary Jane his wife in right of said Mary Jane for 1/3 net proceeds			92.	62
To Anne Jeanetta Hopkins for D.o			92.	61
To Elizabeth Ellen Hopkins for D.o			92.	61
			350.	00

Afterwards to wit on the 29th of Sept. 1857 the Judge passed a final order of ratification of Auditors Account.

Circuit Court for Anne Arundel County. In Equity. July Term 1857

Ordered that the within Report of the Auditor be and the same is hereby ratified and confirmed, and the Trustee is directed to apply the proceeds accordingly, with such proportion of interest as has or may be received.

Nicht. Brewer
Circuit Judge,
Sept 29th 1857.

484

October Term 1856

Joseph McKenney next friend of Samuel McKenney.
vs
Samuel McKenney.

Be it remembered that heretofore to wit on the 13 day of August 1856 came Joseph McKenney next friend of Samuel McKenney by A. Randall and A. B. Wagner his Solicitors in the Circuit Court for Anne Arundel County. Sitting in Equity and Exhibited in said Court his Bill of Complaint against Samuel McKenney in the words following to wit.

To the Honorable Nicholas Brewer, Judge of the Circuit Court for Anne Arundel County. Sitting in Equity.

The Bill of Complaint of Joseph McKenney Father and next friend of Samuel McKenney of said County, an infant under the age of twenty one years, respectfully represents unto Your Honor.

That heretofore, about the Year Eighteen hundred and forty two, a certain Susan McKenney departed this life intestate, leaving Your Orator Thomas, her husband surviving her, and the said Samuel, her only child and sole heir at Law. That she died entitled to a lot or parcel of ground Situate in the village of Friendship in said County, on which a house is erected, but had never obtained a conveyance thereof, at the time of her death. That since her death, the said property, which had previously been paid for by her, (by an exchange with The Methodist Church of some property which she had inherited from her Mother,) has been conveyed to the said Samuel by deed duly executed and recorded, as will appear by reference to the said deed, herewith filed and marked Exhibit A. and which with his other exhibits, he prays may be considered as part of this his bill.

The further charges, that the said real estate consists of the said house, which is very much out of repair, and which is daily depreciating in value, that it very much needs repairs but the said Samuel has no other property or means of support or education of his own, and neither he nor Your Orator has the means of repairing it, and he is of the opinion that it would be greatly for the benefit and advantage of the said Infant that the said property should be sold, and the proceeds profitably invested.

To the end therefore that the said Samuel may answer the premises, and that the aforesaid real estate may be sold under the authority of this Court, and that Your Orator may have such further and other relief in the premises, as Equity and his cause may require,

May it please Your Honor to grant unto Your Orator the States writ of Subpoena against the said Samuel McKenney, of Anne Arundel County, warning him to be and appear in this Court by a certain day to be therein named, to answer the premises, and show cause, if any they have, why a decree should not pass, as prayed, And as in duty, and so forth.

Randall and Hagner for Compltt.

Memorandum. The Exhibit A. referred to in the Bill will be found with the Commission for Testimony.

And thereupon a writ of Subpoena was accordingly issued against the said defendant returnable to the next Term. to wit October Term 1856.

And the said writ of Subpoena was returned by the Sheriff of A.A. County thus endorsed to wit.

N.E. E.W. Duvall Shff.

And afterwards to wit on the 10th day of October 1856, an alias writ of Subpoena was accordingly issued against the said defendant returnable to the same Term, to wit. October Term 1856.

And thereupon the said Alias writ of Subpoena was returned by the Sheriff of A.A. County thus endorsed, to wit.

Summ'd. E.W. Duvall. Shff.

And afterwards to wit on the 21st day of October a Commission was issued to Robert S.D. Jones of Anne Arundel County, to take the answer of the Infant Defendant Samuel McKenney to the said Bill.

And afterwards to wit on the 8th day of November 1856 the Commissioner Robert S.D. Jones made return of this said Commission with the answer of the Infant defendant Samuel McKenney in the words following to wit.

Maryland &c.

The State of Maryland, To Robert S.D. Jones of Anne Arundel County. Greeting; Whereas Joseph McKenney next friend of Samuel McKenney, lately exhibited his bill of Complaint before us in our Circuit Court for Anne Arundel County, sitting as a

Court of Equity, against Samuel McKenney And Whereas, we have by our writ, lately commanded the said Defendant to appear before us, in our said Circuit Court for Anne Arundel County, Sitting as a Court of Equity, at a certain day, to answer the said bill, of Complaint but, for as much as the said Samuel McKenney is an Infant, under age, and cannot answer the said bill, nor defend this suit without having a Guardian assigned in that behalf: Know ye, therefore, that we have given unto You full power and authority, in pursuance of the special order in our said Court, to assign and appoint a Guardian for the aforesaid Infant, and to take the answer of the said Infant by such Guardian to the said bill; and therefore, we command You, that at such certain day and place as You shall think fit, You go to the said Defendant, if he cannot conveniently come to You, an assign and appoint a Guardian for the aforesaid Infant, and take the answer of the said Infant, by such Guardian to the said bill, on such Guardian's corporal oath, upon the Holy Evangely, to be administered by You, the said answer being distinctly and plainly wrote; and when You shall have so taken the said Answer, You to send the same, closed up under Your Seal, together with Your certificate of Your having assigned and appointed such Guardian as aforesaid, and this writ unto us in our said Circuit Court for Anne Arundel County, Sitting as a Court of Equity.

(Seal)

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 31st day of October, Anno Domini 1856

Test

N. H. Green Clerk.

To the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County.

The Undersigned respectfully returns, that pursuant to the Authority vested in him by the foregoing Commission, he did, in the presence of the Infant, on the sixth day of November in the Year 1856 assign and appoint Wm. J. Leitch Guardian to the Infant in said Commission named, and did take the answer of the said Infant, by the said Guardian on his corporal oath, by the undersigned administered, which answer hereto annexed, is herewith returned, together with said Commission.

Witness my hand and Seal, this Sixth day of November 1856.

Robt. S. D. Jones Com'r (Seal)

The Answer of Samuel McKenney an Infant

under the age of twenty one Years, by Wm. J. Leitch his Guardian in that behalf specially appointed, to the Bill of Complaint of Joseph McKenney against this Defendant in the Circuit Court for Anne Arundel County, Sitting as a Court of Equity, exhibited

This Defendant answering by his Guardian aforesaid, to the said bill of Complaint, says that he does not admit the truth of the several matters and things charged and set forth in said bill, nor does he deny the same, but being an Infant under age he prays that the Court will protect his interest in the premises and he prays to be hence dismissed with his costs and so forth.

Wm. J. Leitch . Guardian.

The Guardian above named makes oath on the Holy Evangelys of Almighty God, that the matters and things stated in the foregoing answer, are true to the best of his knowledge and belief. Sworn to before the Subscriber, Commissioner for that purpose, appointed.

Robert S. D. Jones. Comr.

Afterwards to wit on the 10th day of Novr. 1856 a Commission was issued to Docr. Benjamin Carr, Wm. J. Leitch and Docr. Edward Jacobs of Anne Arundel County to view and Report upon the Real Estate.

Afterwards to wit on the 26th of Novr. 1856 the Commissioners Docr. Benjn. Carr, Wm. J. Leitch, Docr. Edward Jacobs made return of said Commission with the proceedings under the same in the words following to wit.

Maryland Anne Arundel County. Sc;

Seal

The State of Maryland To, Docr. Benjamin Carr William J. Leitch, and Docr. Edward Jacobs of Anne Arundel County. Greeting. Know Ye that in Cause of Joseph McKenney. next friend of Samuel McKenney against Samuel McKenney authorize you or a Majority of you to go to enter upon walk over and view: and ascertain by Competent and disinterested evidence the real value " a lot or parcel of land Situated and being in the village of Friendship in Anne Arundel County aforesaid and Contained within the following meets and bounds to wit, lying upon the South Side of the Public road leading west through Friendship to the Patuxent River beginning at a stone planted at the road and running West with said road Sixty feet to a stone planted in the ground, thence South two hundred and forty feet to a stone thence East Sixty feet to a stone thence North two hundred and

forty feet to the road, the beginning, as part of a tract of Land "Forest" taking into Consideration the location, Situation and improvements with all the advantages, and also the disadvantages and incumbrances attending the same and to determine whether it will be to the interest and advantage of the infant that the said tract or parcel of land should be sold and to report the same with your reasons therefor to the said Circuit Court for Anne Arundel County Sitting in Equity, provided nevertheless that before you or a Majority of you shall act in the premises you or such Majority of you as are to act shall each take the oath hereunto annexed and we do give any two or one of you full power and authority jointly or severally to administer such Oath upon the Holy Evangelists.

Witness the Honorable Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County this tenth day of November 1858

N. H. Green Clerk Circuit Court for A. A. County.

Commissioners Oath.

You shall according to the best of your Skill and Judgment impartially ascertain the value of the tract or parcel of land mentioned in the annexed Commission with the advantages and incumbrances attending the same and a true report thereof make to the best of your Skill and Judgment

To the Honorable Nicholas Brewer, Judge of the Circuit Court for Anne Arundel County, Sitting in Equity.

We hereby certify, that in execution of the power vested in us by the annexed Commission, & after taking the oath which is thereto annexed to be taken by us, we did go to, enter upon, walk over and view the real Estate in the said Commission mentioned, and valued the same at Two hundred and fifty dollars. And we are of opinion that it will be for the interest and advantage of the infant Defendant Samuel McKenney, that the said real Estate should be sold, and our reasons for this opinion are, that the said real Estate consists of a small house and the lot in which it stands, in the village of Friendship, now rented for a very small rent, the house very much out of repair, and the fencing needing renewing - that these improvements are rapidly decreasing in value & unless repairs are soon made the house will not be habitable, that the Infant Defendant has no funds which he can expend in such repairs. That the property

10
490

now rents for $35 per annum, and we know of no circumstance inducing us to believe the property will increase in value if not sold now.

We further return that we examined on oath Philip D Sutton, a Citizen of Friendship, whose testimony as to the value &c of the said land corresponds with what we have stated above.

In witness whereof we hereunto set our hand and seals this Twenty Second day of November 1856

C. B. Carr. (Seal)
Wm. G. Leitch (Seal)

Afterwards to wit on the 27th day of November 1856 a Commission was issued to Brice J. B. Worthington and Nicht. Brewer of Jno Standing Commissioners to take testimony in said Cause.

Afterwards to wit on the 5th day of December 1856 Nicht. Brewer of Jno one of the Commissioners aforesaid made return of said Commission with the proceedings under the same in the words following to wit.

Maryland. Sc

The State of Maryland, To Brice J. B. Worthington and Nicholas Brewer of Jno. of Anne Arundel County, Greeting: Know, that we have appointed You to be our Commissioner, to examine evidences in a cause depending in our Circuit Court for Anne Arundel County, Sitting as a Court of Equity, between Joseph McKenney next friend of Samuel McKenney Complainants and Samuel McKenney Defendant. We therefore require You, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom You shall appoint as Clerk to attend the execution of this Commission, that at such time and place as to You shall seem convenient, You cause to come before You all such evidences as shall be named and produced to You by either the plaintiff or defendant; and that You examine them on their corporal oaths, to be by You administered upon the Holy Evangely of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that You cause notice to be to the parties, or their attorneys, of the execution of this Commission, before You execute the same; and having reduced the depositions of the Witnesses so taken by You, into writing, You send the same, with this our Commission, close under Your hand and seal, to us in our Circuit Court for Anne Arundel County, Sitting as a Court of Equity, with all convenient speed.

Witness the Honorable Nicholas Brewer

Seal

Circuit Judge of the Circuit Court for Anne Arundel County, this 29th day of November, Anno Domini, 1856

N. H. Green Clerk

Joseph McKenney next friend of
Samuel McKenney.
vs
Samuel McKenney.

Interrogatories to be propounded.

1st Do You know the parties to this suit or either of them? If Yes, State the ages, residences and relationship of the parties.

2nd Do You know the house and lot referred to in the paper marked Exhibit A. If Yes, describe its situation, state of repair, state its value & whether in Your Opinion it would be for the benefit & advantage of the Infant Samuel that the same should be sold, and state Your reasons for thinking so.

Randall & Wagner.

At the execution of the annexed commission issued out of the Circuit Court for Anne Arundel County, Sitting as a Court of Equity, and to Brice S. B. Worthington and Nicholas Brewer of John, directed and empowering them to examine witnesses in a Cause depending in the said Court between Joseph McKenney next friend of Samuel McKenney as Complainant and Samuel McKenney as Defendant I Nicholas Brewer of Jno one of the Commissioners therein named having met on the 29th day of November 1856, at 11 Oclock A.M. in the City of Annapolis pursuant to previous Notice thereof given to the said parties, did proceed then and there to take the following depositions, to wit James W Allen a witness of lawful age produced on the part of the Complainant being duly sworn and examined to Interrogatories filed with the Commissioners by the Complainant and herewith returned deposes and says

1st Interrogatory- Knows them both, Samuel McKenney is a minor. Joseph is of age- They live in Calvert County, near Smithville. Joseph is the father of Samuel, by a former wife, who is now dead, Samuel is the only child of that marriage.

2nd Interrogatory-. Witness has read the paper marked Exhibit A. and knows the property therein mentioned. It is situated in the village of Friendship opposite the Methodist Meeting House. The lot is about Twenty feet front, by about two hundred feet deep. The House is a small one story Dwelling, very much delapidated and the fencing is in the same Condition. Witness thinks the property is worth about two hundred dollars. In the Opinion

of Witness it would be greatly for the benefit and advantage of the infant that the lot should be sold and the proceeds properly invested and his reason for thinking so is, that the property is depreciating in value and needs repairs, and Samuel McKenney has no means to expend for that purpose, the rent is seldom paid and it is impossible to rent such a house, in its present situation to any one that would be likely to pay the rent. Witness thinks that the property as it now stands is worthless to Samuel McKenney or any body else.

There being no other witness to be examined and neither party desiring further time for the production of his evidence the Commissioner closed the said Commission and herewith returns the same under his hand and seal this first day of December Eighteen hundred and fifty six.

N. Brewer of Jno. Comm.r (Seal)

Exhibit A.

This Indenture made this Twenty third day of July in the Year of our Lord Eighteen hundred and fifty six, between Lewis Griffith and Janetta Griffith his wife, of Talbert County in the State of Maryland, of the one part, and Samuel McKenney of Anne Arundel County in the State aforesaid, of the other part:- Witnesseth, that for and in consideration of the sum of One dollar current money by the said Samuel McKenney to the said Lewis Griffith and Janetta Griffith his wife, in hand paid, at and before the sealing and delivery of these presents- the receipt of which they do hereby acknowledge- the said Lewis Griffith and Janetta Griffith his wife, have bargained and sold, aliened and enfeoffed, released conveyed and confirmed, and by these presents do give, grant, bargain and sell, alien enfeoff, release, convey and confirm unto the said Samuel McKenney, his heirs and assigns, a lot or parcel of land situate and being in the village of Friendship in Anne Arundel County aforesaid, and contained within the following meets and bounds, to wit. "lying upon the South side of the public road leading west through Friendship to the Patuxent river, beginning at a stone planted at the road, and running west with said road Sixty feet to a stone planted in the ground; thence South two hundred and forty feet to a stone, thence East Sixty feet to a stone, thence North two hundred and forty feet to the road the beginning; a part of a tract of land called "Trent" (the same being the lot of land purchased by the said Lewis Griffith at Sheriffs sale, and conveyed to him by Benjn. T. Pindle sheriff by deed bearing date May 18th 1845, and recorded in Liber. T. H. N. No. 1 folio 143 &c one of the land record books of Anne Arundel County.

as by reference thereto will more fully appear) together with all and singular the buildings, improvements, ways, waters, water courses, rights, members, privileges, advantages and appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title and interest, trust property, claim and demand, whatsoever, at law and in Equity, of them the said Lewis Griffith and Janetta Griffith his wife, of in and to the same

To Have, and To Hold, the said herein described premises with the appurtenances thereunto belonging unto the said Samuel McKenney his heirs and assigns and to the only proper use of the said Samuel McKenney his heirs and assigns forever,

In Testimony whereof the said Lewis Griffith and Janetta Griffith his wife have hereunto set their hands and seals, the day and Year first above written.

Signed Sealed and delivered in presence of us, the name of Samuel McKenney being first written on erasures. Thos. Plummer.

Lewis Griffith (Seal)

Janetta H. Griffith (Seal)

Anne Arundel County July 23rd 1856.

Received from Samuel McKenney the sum of One Dollar being the consideration expressed to be paid in the foregoing Indenture.

Witness

Thos. Plummer.

Lewis Griffith.

Janetta H. Griffith.

State of Maryland. Anne Arundel County: Sct.

Be it remembered, and it is hereby certified that on this Twenty third day of July Eighteen hundred and fifty six before the subscriber, two Justices of the Peace of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Lewis Griffith and Janetta Griffith his wife, they being known to us to be the persons who are named and described as, and purporting to be the parties Grantor in the foregoing deed or indenture, and do severally acknowledge the said indenture or instrument of writing, to be their respective act and deed: the said Janetta Griffith having signed and sealed said Indenture before us, out of the presence and hearing of her husband, and being by us examined out of the presence and hearing of her said husband: whether she doth execute and acknowledge the same freely and voluntarily, and without being induced to do so, by fear, or threats of, or ill usage by her husband, or by fear of his displeasure: declareth and saith, that she doth. In testimony whereof we hereunto subscribe our names on the day and Year aforesaid, acknowledged before, Thos. Plummer J. P.

State of Maryland, Calvert County, to wit

I hereby certify that Thomas Plummer Esquire before whom the above acknowledgements were made, and who has thereto subscribed his name, was at the time of so doing, a Justice of the Peace of the said State, in and for Calvert County aforesaid, duly elected, commissioned and sworn, and that to all acts done by him in that capacity, full faith and credit are due and ought to be given, as well in Courts of Justice as thereout.

Seal

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Calvert County this 23rd day of July 1856.

Nathaniel Duke Clerk of the Circuit Court for Calvert County

Afterwards to wit on the 20th day of December 1856 the Judge passed in said Cause his Decree in the words following to wit,

Joseph McKenney next friend of Samuel McKenney. vs Samuel McKenney	In Equity. Circuit Court for Anne Arundel County October Term 1856

This case standing ready for hearing and being submitted the bill, answers and all the other proceeding were by the Court read and considered. Whereupon it is, on this 20th day of December in the Year 1856, by Nicholas Brewer Circuit Judge and by the authority of this Court adjudged, ordered and decreed, that the real estate in the proceedings mentioned be sold. That Joseph McKenney be, and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings be as follows: He shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, with a surety or sureties to be approved by the Court. Judge or Clerk in the penalty of four hundred dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or decree in the premises: He shall then proceed to make the said sale, having at first given at least three weeks previous notice inserted in some newspaper or papers printed in the City of Annapolis and such other notice as he may think proper, of the time, place manner and terms of sale, which terms shall be as follows: One half of the purchase money to be paid in cash on the day of sale or of the final ratification thereof by this Court, the balance in six months from the day of sale, the whole

to be secured by the bonds of the purchaser to be approved by the Trustee, and to bear interest from the day of sale, And as soon as may be after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by the Court, and on the payment of the whole purchase money (and not before) the said Trustee, by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property to him, her or them sold free, clear and discharged of all claim of the parties to this Cause, and of any person or persons claiming by, from or under them, or any of them, And the said Trustee shall bring into this Court the money arising on such sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said Trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity, wherewith he shall appear to have discharged this trust.

Nich.s Brewer
Circuit Judge.

Afterwards to wit on the 13th day of Jany 1857 the Trustee filed in said Cause his Bond which being duly approved is in words following to wit.

Know all Men by these presents, That we Joseph McKenney of Talbot County, N. S. Knighton and Wm. G. Leitch in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of four hundred dollars current money, to be paid to the said State of Maryland, or its certain Attorney: to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, Sealed with our seals, and dated this tenth day of January in the Year Eighteen hundred and fifty seven.

Whereas, by a decree of the Chancery Court of Maryland, bearing date on the twentieth day of December Eighteen hundred and fifty six and passed in a cause in the said Court wherein the said Joseph McKenney is Complainant, and Samuel McKenney is Defendant, the above bound Joseph McKenney has been appointed Trustee to make sale of certain real Estate in

the proceedings in said Cause mentioned.

Now The Condition of the above obligation is such, That if the above bounden Joseph M Kenney do, and shall well and faithfully perform the trust reposed in him by the said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, Sealed and delivered in the presence of.
Philip D. Sutton
Wm. T. Prout.

Jos. M Kenney (Seal)
N. S. Brighton (Seal)
Wm. T. Leitch (Seal)

I hereby certify that the securities in the within bond are sufficient.

Robt. S. D. Jones. J. P.

Approved 13th January 1857.

N. H. Green Clk

Afterwards to wit on the 21st Feby 1859 the Trustee filed his Report in the words following to wit.

To The Honorable Nicholas Brewer, Judge of The Circuit Court for: Anne Arundel County. Sitting in Equity.

The Undersigned, appointed Trustee by the Decree of Your Honor to make sale of the Real Estate in the Case of McKenney vs McKenney mentioned, respectfully reports,

That after filing a Bond with approved security, and complying with the other requisitions of the Decree, he proceeded to advertise the said property, by giving notice in the Maryland Republican, a newspaper printed in the City of Annapolis, once a week for each of three successive weeks, of the time, manner, terms and place of sale, That in accordance with such notice the Undersigned attended on the premises on Saturday the 17th of January last, at three o'clock P.M, when and where he exposed the said lot to public sale, and John Armiger, being the highest bidder therefor, became the purchaser thereof, at and for the sum of $255– He further reports that the said purchaser is desirous to pay the whole purchase money in cash, and your Trustee is willing to do so, and prays the authority of your Honor for that purpose –

All which is respectfully submitted.

James McKenney, Trustee

State of Maryland – Anne Arundel County, sct.

I hereby certify that on this seventeenth day of February 1857, before the subscriber, a Justice of the Peace in and for the State and County aforesaid, personally appeared Joseph McKenney, and made oath that the matters set forth in the foregoing Report, are true as therein stated, and that the sale was fairly: to the best of his knowledge and belief—

Sworn to before
Robt S. Jones, J.P.

And on the same was passed upon said Report the following order Nisi

Circuit Court for Anne Arundel County, Set.
In Equity— February 21st 1857

Ordered, that the sale made and reported by Joseph McKenney Trustee for the sale of the Real Estate in the case of McKenney vs McKenney, be ratified and confirmed, unless cause be shown to the contrary on and before the 21st day of April next— Provided a copy of this Order be inserted in some News-paper published in the city of Annapolis, once a week for each of three successive ~~two~~ weeks before the 21st day of March next.

N. H. Green Clk

Circuit Court for A. A County

Afterwards to wit on the 26th day of February 1857 the Judge passed upon the Trustee's Report the following additional order

Circuit Court for Anne Arundel County, In Equity

It is further ordered the 26th day of February 1857 that the Trustee Joseph McKenney be and he is hereby authorised to received the entire purchase money mentioned in this Report, with interest to the day of its payment.

Richt Brewer
Circuit Judge

Afterwards to wit on the 30 day of Sept 1857 the Judge passed a final order of ratification of sale in following to wit:

Circuit Court for Anne Arundel County, In Equity, July Term 1857.

Ordered that the within reported sale be and the same is hereby finally ratified and confirmed, no cause having been shown to the contrary although the order nisi in the case appears to have been duey published — The Trustee is allowed his

Commissions and for his expenses the sum of $9.00

Auctioneer $5.00 — Nicht. Brewer
Md Republican $2.50 — Circuit Judge
Gazette $1.50 — Sept 30th 1857
9.00

Afterwards to wit on the 30th December 1857 the Auditor files his Report and account in the words and figures following to wit

Joseph McKenney next friend of Samuel McKenney
vs.
Samuel McKenney

Circuit Court for Anne Arundel County,
In Equity
December Term 28th 1857

The Auditor Reports to the Hon. N. Brewer Circuit Judge of said Court that he has examined the proceedings in the above cause and therefrom stating an account between the real estate of Susan McKenney deceased and the Trustee for the sale thereof wherein the proceeds of sale have been applied to the payment to the Trustee for his allowance for commissions ten per cent being first deducted and assigned the State, of his expenses and the Complainant's costs of suit and the net proceeds have been assigned to Samuel McKenny

All which is respectfully submitted

Nicht. Brewer Jr
Auditor

Dr The Real estate of Susan McKenny decd in acct with Joseph McKenny Esq ------ Trustee, Cr

1857 Jan 17	By Amount of proceeds of sale as per Trustee's Report filed Feb 21st 1857			255.	00
				255	00
1857 Jan 17th	To the Trustee for his commissions	17.	85		
	less 1/10 due the State	1.	78	16.	07
	To the Trustee for his expenses as per vouchers filed			9.	00
	To the State for 1/10 of Trustee's Commissions			1.	78
	To the Compts for their costs of suit viz:				
	Clk's fees due and chd to Trustee	12	82		
	Shff's fees due E. H. Duvall		38		

" Cost of Guardian's Commission	4.	00		
" Cost of Commission for testimony	8.	00		
" To Ben Carr Commr. to view and report in real estate	2.	00		
To W. F. Leitch for do	2.	00		
Solicitor's fee	10	00		
Auditor's fee	4	67	43	87
			70.	72
To Samuel McKenny for net proceeds of sale			184.	28
			255.	00

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William Armiger and
Mary Jane his wife
vs.
W. H. Cook and Anne
Rebecca his wife, Mary Hancock
William T. Hancock, Joseph N.
Hancock, Charles A. Hancock
and Jarrett W. Hancock

Be it remembered that heretofore to wit on the 21st day of February 1856 came William T. Armiger and Mary Jane his wife by A Randall and A. Hagner their Solicitors in the Circuit Court for Anne Arundel County and exhibited in said Court their Bill of Complaint against W. H. Cook and Anne Rebecca his wife, Mary Hancock, William T Hancock, Joseph N Hancock, Charles A Hancock and Jarrett W. Hancock in the following to wit

To the Honorable Nicholas Brewer, Judge of the Circuit Court for Anne Arundel County, sitting in Equity.

The Bill of Complaint of William T. Armiger and Mary Jane his wife, of Anne Arundel County, respectfully represent unto your Honor. That heretofore in the Month of January eighteen hundred and forty two, a certain Nathan Hancock, late of said County, being seized and possessed of small real and personal estate situated therein, intestate, and leaving surviving him the three following children his sole heirs at law, to whom hath descended all his interest in the said real estate, viz: your oratrix Mary Jane Armiger, Anne Rebecca Cook, the Defendant and Jarrett Hancock They charge that the said Jarrett Hancock one of the said children, afterwards, about the twentieth day of August eighteen hundred and fifty two, departed this life, intestate, leaving surviving him his widow Mary Hancock, and the following four children, his only heirs at law viz: William Thomas Hancock, Joseph N. Hancock, Charles A. Hancock and Jarrett Worthington Hancock, of whom the first three are the children of the first wife of the said Jarrett, and the last named is the child of the said Jarrett by his said widow Mary - all of which children are minors under the age of twenty one years.

They further charge that the said Real Estate consists of three parts of tracts or parcels of land called and known by the names of "Home-wood Forest," "addition to Gray's increase" and "Goose's Pasture," situated on the South side of "Bodkin Creek," containing together about one hundred and seventeen acres of land more or less; and also of a part of a tract or parcel of land called "part of the Bodkin Plains," containing six acres and three quarters.

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They charge that the said parcels of land are not susceptible of an advantageous partition among those entitled thereto, on account of the small extent and peculiar situation of the same, and that they are desirous that the same shall be sold and the proceeds properly divided among those entitled according to their legal rights, but they are advised that such sale cannot be made without the Decree of your Honor, on account of the tender age of the infant children of the said Jarrett Hancock and they charge that such sale would be greatly to the interest and advantage of the said minor children, as the said property is now yielding nothing and depreciating in value each year. They further charge, that your Orator William, hath purchased from the said William H. Cook and Anne Rebecca his wife all their undivided interest in the said parcels of land, in right of the said Anne Rebecca, upon the following terms- That as it was thought by the said Cook and wife that they might be entitled to one half of the said land, Your Orator William agreed, to give to them four hundred dollars for their said interest, if it should prove to be equal to one half of the said land; and if their interest should only prove to be one third of the said land, the said Cook and wife agreed to receive from Your Orator in full payment therefor, the sum of two hundred and sixty six dollars and sixty seven cents. They charge that they are advised that the interest of the said Cook and wife is only one third of the said parcels of land- the said Anne Rebecca being only entitled to claim as one of the three children of the said Nathan Hancock, but they submit this question for the consideration of Your Honor and your Orator William hereby declares himself ready and willing to comply with either alternative of the said contract of sale, according to the decision of Your Honor upon the subject.

They are further advised that the said Mary Hancock, the widow of the said Jarrett may be entitled to dower in a part of the said land, and they are ready and willing that her rights in this respect should be decided by Your Honor-

To the end therefor that the Defendants hereinafter named may answer the premises, and that the said Real Estate may be sold under the Decree of Your Honor, by Trustees to be thereto appointed for partition according to the right of the several parties

and that the said contracts so entered into by Your Orator with the said Cook and wife, may be decreed to be specifically performed and carried out in good faith, according to the terms thereof and the intention of the parties thereto, and that Your Orator may have such other and further relief in the premises as their cause and Equity may require.

May it please Your Honor, to grant unto Your Orator the State's writ of subpoena against the said William H. Cook, Anne Rebecca his wife, Mary Hancock, William Thomas Hancock, Joseph N. Hancock, Charles Alexander Hancock, and Garrett Worthington Hancock all of Anne Arundel County, of whom the last four are infants. commanding them to be and appear in this Court on a certain day to be therein named, to answer the premises, and show cause if any they have, why a Decree should not pass as prayed and as in duty &c

Randall & Hagner
Complts. Solicitors.

And thereupon a Writ of Subpoena was accordingly issued against the said defendants Returnable to the next Term to wit April Term 1856.

And the said writ of subpoena was accordingly returned endorsed as follows to wit:

Maryland Anne Arundel County Sct.
On the Seventh day of March 1856 before the subscriber a Justice of the peace in and for the said State and County personally appeared J. Lee Webster and made oath that he served the within summons upon the defendants therein named by reading the same to them in their presence except Joseph N. Hancock who lived in Baltimore

Sworn to before Dorsey Jacob

And thereupon an alias writ of subpoena was accordingly issued against the said Joseph N. Hancock of Baltimore City returnable to the same Term to wit April Term 1856.

And the said writ of subpoena was accordingly returned endorsed as follows.

Baltimore City Sct.
On this 12th day of March 1856 before the subscriber a Justice of the Peace in and for the City of Baltimore personally appeared Charles E. Jubb and made oath that he read the within summons to the said Joseph N. Hancock named therein

Sworn to before Saml. Webb J.P.

And afterwards to wit on the 11th day of March 1856 a Commission was issued to I. L. Webster of Anne Arundel County to take the answer of the Infant defendants Wm. T. Hancock, Charles A. Hancock and Jarrett W. Hancock to the said bill.

And afterwards to wit on the 13th day of March 1856 a Commission was issued to Ch. E. Lubb of Baltimore City to take the answer of the Infant defendant Joseph N. Hancock to the said bill

Afterwards to wit on the 31st day of March 1856, the Commissioner I. L. Webster made Return of his said Commission with the answer of the infant defendants Wm. T. Hancock Charles A Hancock and Jarrett W. Hancock in the words following to wit.

Maryland, Sc. The State of Maryland.

To Isaac Lee Webster — of Anne Arundel County Greeting:

Whereas, William T. Armiger and Mary Jane his wife lately exhibited their bill of complaint before us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, against Wm. H. Cook and wife, Wm. T. Hancock, Charles A. Hancock and Jarrett W. Hancock

And whereas, we have by our writ, lately commanded the said Defendants to appear before us, in our said Circuit Court for Anne Arundel County, sitting as a Court of Equity, at a certain day, to answer the said bill, but, for as much as the said Wm. T. Hancock, Chas. A. Hancock and Jarrett W. Hancock infants under age, and cannot answer the said bill, nor defend this suit without having a Guardian assigned in that behalf:

Know ye, therefore, that we have given unto you full power and authority, in pursuance of the special order in our said Court, to assign and appoint a Guardian for the aforesaid Infants, and to take the answer of the said Infants by such Guardian to the said bill, and therefore, we command you, that at such certain day and place as you shall think fit, you go to the said Defendants, if they cannot conveniently come to you, and assign and appoint a Guardian for the aforesaid Infants, and take the answer of the said Infants, by such Guardian to the said bill, on such Guardian's corporeal oath, upon the Holy Evangely, to be administered by you, the said answer being

distinctly and plainly wrote; and when you shall have so taken the said answers, you to send the same, closed up under your seal, together with your certificates of your having assigned and appointed such Guardian as aforesaid, and this writ unto us, in our said Circuit Court for Anne Arundel County, sitting as a Court of Equity

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 11th day of March Anno Domini, 1856

Test

N. H. Green Clk

To the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County.

The undersigned respectfully returns, that pursuant to the authority vested in him by the foregoing commission, he did in the presence of the Infants on the 24th day of March in the year 1856 assign and appoint Dorsey Jacob Guardian to the Infants in said commission named, and did take the answer of the said Infants by the said Guardian on his corporeal oath, by the undersigned administered, which answer hereto annexed, is herewith returned, together with said commission.

Witness my hand and seal, this 28th day of March 1856

J. Lee Webster Com^r. (L. S.)

The answer of William T. Hancock, Charles A Hancock and Jarrett W. Hancock Infants under the age of twenty-one years, by Dorsey Jacob their Guardian in that behalf specially appointed, to the bill of Complaint of William T. Armiger and others against these Defendants and others in the Circuit Court for Anne Arundel County, sitting as a Court of Equity, exhibited.

These Defendants answering by their Guardian aforesaid, to the said bill of complaint, say, that they do not admit the truth of the several matters and things charged and set forth in said bill, nor do they deny the same, but being infants under age they pray that the Court will protect their interest in the premises, and they pray to be hence dismissed with their costs, and so forth

Dorsey Jacob Guardian

The Guardian above named makes oath on the Holy Evangely of Almighty God, that the matters and things stated in the foregoing answer, are true to the best of his knowledge and belief.

Sworn to before the subscriber, Commissioner for that

purpose appointed

J. Lee Webster. Com^t.

And on the same day, William H. Cook and wife and Mary Hancock files in said Cause their seperate answers to the said Bill in the words following to wit.

To the Honorable Nicholas Brewer, Judge of the Circuit Court for Anne Arundel County, sitting in Equity.

The joint and several answers of William H. Cook and Anne Rebecca his wife, now of Baltimore City, to the Bill of Complaint of William T. Armiger and wife, against these Respondents and others in this Court exhibited.

These Respondents for answer unto the said Bill answering say- That they admit the death of the said Nathan Hancock as charged in said Bill, intestate, and leaving surviving him the three children named in the said Bill, and that he died seized of the parcels of land described therein.

They further admit that the said Jarrett Hancock, one of the said children is dead, that he left surviving him the four infant children named in said Bill, and a widow named Mary Hancock.

They further admit that the said land cannot be divided among those entitled thereto without injury to all concerned, and that the said Mary Hancock, the widow of the said Jarrett, may be entitled to dower in said land, in right of her said husband.

They allege, that heretofore, on the thirty first day of December eighteen hundred and fifty five, your Respondents sold to the Complainant William T. Armiger all their undivided interest in the said parcels of land for a valuable consideration, and conveyed the same to the said Armiger by deed duly executed and acknowledged, and which is now in the office of the clerk of the Circuit Court for Anne Arundel County and for record.

They further admit that a sale of the said land would be greatly to the advantage of all parties, and they agree thereto, so far as they are authorised to do so - and they pray so

William H. Cook

Anne her X mark R. Cook

State of Maryland

Baltimore City To wit.

On this twenty sixth day of March 1856, before the subscriber

a Justice of the Peace in and for the State of Maryland for said County, personally appeared William H. Cook and Anne Rebecca his wife and made oath that the statements in the foregoing answer are true as therein set forth, to the best of their knowledge and belief.

Sworn to before
R. A. McAllister

State of Maryland,
Baltimore City, Sct.

I hereby certify that Robert A. McAllister Esquire before whom the annexed affidavit was made and who has thereto subscribed his name was at the time of so doing a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn.

In Testimony whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this 26th day of March A.D. 1856.

Edward Dorling
Clerk of the Superior Court of Baltimore City

To the Honorable Nicholas Brewer, Judge of the Circuit Court for Anne Arundel County sitting in Equity:

The separate answer of Mary Hancock of Anne Arundel County widow of Jarrett Hancock deceased, to the Bill of Complaint of William T. Armiger against their Respondents and others in this Court exhibited.

This Respondent, for answer unto so much of the said Bill as it is necessary she should answer unto, answering says—

That she admits that Nathan Hancock died about eighteen hundred and forty two, seized of several parcels of land lying in said County, intestate, leaving surviving him three children, viz, Mary Jane (now the wife of William T. Armiger) Anne Rebecca (now the wife of William H. Cook) and Jarrett Hancock.

That the said Jarrett Hancock departed this life about August eighteen hundred and fifty two, intestate, leaving your Respondent his widow surviving him, and four infant children, named William T. Joseph H. Charles A. and Jarrett H. Hancock, the last of whom is the child of this Respondent.

She claims that upon the death of the said Nathan Hancock, his said Real Estate descended to his said three children in equal shares, and that, upon the death of the said Jarrett Hancock, his interest in the said parcels of land (being one third

thereof) descended to his four children, subject to the claim of dower of your Respondent Mary therein.
She admits that the said land cannot be advantageously divided among those entitled, and that a sale thereof would be greatly for the benefit and advantage of all concerned, and she assents to such sale, hereby agreeing to receive such sum of money in lieu of her said dower, as your Honor shall decree is just and right and as in duty &c.
Maryland, Anne Arundel County, Sct.
On this 28th day of March 1856, before the subscriber a Justice of the Peace in and for the State and County aforesaid, personally appeared Mary Hancock, and made oath that the statements contained in the foregoing answer are true as therein set forth, to the best of her knowledge and belief—
Sworn to before
Dorsey Jacob.
Aftermards to wit on the 21st day of October 1856, an alias commission was issued to Daniel M. Thomas of Baltimore City, to take the answer of the Infant defendant Joseph N. Hancock to the said Bill.
Aftermards to wit on the 31st day of October 1856 the Commissioner Daniel M Thomas made return of his said Commission with the answers of the infant defendant Joseph N Hancock in the words following to wit
Maryland, &c
The State of Maryland,
To Daniel M Thomas,
of Baltimore City, Greeting
Whereas William T. Armiger and Mary Jane his wife lately exhibited their bill of complaint before us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, against William A Cook and Anne Rebecca his wife, Mary Hancock William T Hancock, Joseph N Hancock, Charles A Hancock and Jarrett W. Hancock, and whereas, we have by our writ, lately commanded the said Defendants to appear before us, in our said Circuit Court for Anne Arundel County sitting as a Court of Equity, at a certain day, to answer the said bill of complaint but, for as much as the said Joseph N Hancock is an infant under age, and cannot the said bill, nor defend this suit without having a Guardian assigned in that

behalf: Know ye therefore, that we have given unto you full power and authority, in pursuance of the special order in our said Court, to assign and appoint a Guardian for the aforesaid Infant, and to take the answer of the said Infant by such Guardian to the said bill; and therefore, we command you, that at such certain day and place as you shall think fit, you go to the said Defendant, if he cannot conveniently come to you, and assign and appoint a Guardian for the aforesaid Infant, and take the answer of the said Infant, by such Guardian to the said bill, on such Guardian's corporeal oath, upon the Holy Evangely, to be administered by you, the said answer being distinctly and plainly wrote; and when you shall have so taken the said answer, you to send the same, closed up under your seal, together with your certificates of your having assigned and appointed such Guardian as aforesaid, and this writ unto us in our said Circuit Court for Anne Arundel County sitting as a Court of Equity.

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 21st day of October Anno Domini 1856.

Test

N. H. Green Clk

To the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County.

The undersigned respectfully returns, that ~~to the~~ pursuant to the authority vested in him by the foregoing commission he did in the presence of the Infant on the thirtieth day of October in the 1856 assign and appoint William T. Watkins Guardian to the Infant in said commission named, and did take the answer of the said Infant by the said Guardian on his corporeal oath, by the undersigned administered, which answer hereto annexed, is henceforth returned, together with said commission.

Witness my hand and seal, this thirtieth day of October 1856

Daniel M Thomas

Com. (L.S.)

The answer of Joseph N Hancock an Infant under the age of twenty-one years, by William T Watkins his Guardian in that behalf specially appointed, to the bill of complaint of William T. Armiger and others against this defendant and others in the Circuit Court for Anne Arundel County, sitting as a Court of Equity, exhibited.

This defendant answering by his Guardian aforesaid to the said

bill of complaint, says that he does not admit the truth of the several matters and things charged and set forth in said bill nor does he deny the same, but being an infant under age he prays that the Court will protect his interest in the premises, and he prays to be hence dismissed with his costs, and so forth.

William T. Watkins Guardian

The Guardian above named makes oath on the Holy Evangely of Almighty God, that the matters and things stated in the foregoing answer, are true to the best of his knowledge and belief.
Sworn to before the subscriber, Commissioner for that purpose appointed

Daniel M. Thomas.
Commissioner

And afterwards to wit on the 11th day of November 1856 came the Complainants aforesaid by their solicitors aforesaid and cause to be entered on the Docket of the Court a General replication to the answers of the Defendants filed in said cause and at the same time a Commission was issued to Brice T. B. Worthington and Nich Brewer of Jno standing Commissioners to take the testimony in said Cause.
And afterwards to wit on the 15th day of December 1856, Nich Brewer of Jno one of the Commissioners aforesaid made ~~oath~~ Return of said Commission with the proceedings under the same in the words following to wit.

Maryland, Sc.

The State of Maryland,
To Brice T. B. Worthington and Nicholas Brewer of John
Of Anne Arundel County, Greeting:
Know, that we have appointed you to be our Commissioner, to examine evidences in a cause depending in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, between William T. Armigrand Mary Jane his wife Complainants and Wm. H. Cook and Anne Rebecca his wife and Mary Hancock Defendants
We therefore require you, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as Clk to attend the execution of this commission, that at such time and place as to you shall seem convenient, you cause to come before you all such evidences as

shall be named and produced to you by either the plaintiffs or defendants; and that you examine them on their corporeal oaths, to be by you administered upon the Holy Evangely of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you cause notice to be given to the parties, or their attorneys, of the execution of this commission, before you execute the same; and having reduced the depositions of the witnesses so taken by you, into writing you send the same, with this our commission, close under your hand and seal, to us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, with all convenient speed

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County this 11th day of November Anno Domini, 1856

N. H. Green
Clk

Commissioner's Oath.

You shall, according to the best of your skill and knowledge truly, faithfully, and without partiality to any or either of the parties, take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the commission hereunto annexed, upon the interrogatories now, or which may hereafter, before the said commission is closed, be produced to and left with you, by either of the said parties. So help you God.

Clerk's Oath.

You shall truly, faithfully, and without partiality to any or either of the parties in this cause, take, write down, and transcribe the depositions of all and every the witness and witnesses produced before and examined by the said Commissioners, to take, write down, and transcribe the said depositions, or any of them. So help you God.

William T. Armiger and wife vs. Joseph N. Hancock and others	In Equity Circuit Court for Anne Arundel County

Interrogatories to be propounded to witnesses to be produced on

behalf of the Complainants.
1st Do you know the parties to this suit or either of them? If yea, state how long you have known them and their age, residence and relationship—
2nd Did you know Nathan Hancock, late of Anne Arundel County dead? If yea, state when he died, whether he died intestate or left a will— whether he left a widow, or children? If yea, state their names, and ages
3d Did you know Jarrett Hancock, one of the children of Nathan Hancock?
If yea, state whether he is alive or dead?
If dead, state when he died— whether he died intestate or left a will— whether he left a widow or children surviving him— If yea, state their names aged, and residences?
4th State whether the said Nathan Hancock left any real estate lying in Anne Arundel County? If yea, describe the same, by name, extent, and situation, and state its value
5th State whether in your opinion the said parcels of land are susceptible of an advantageous partition among all entitled— and if not, state your reason for that opinion.

Randall & Harper
for Compts

At the execution of the annexed Commission issued out of the Circuit for Anne Arundel County, sitting as a Court of Equity to Brice T. B. Worthington and Nicholas Brewer of Jno and to them directed and empowering them to examine evidences in a Cause depending in the said Court, between William T. Armiger and Mary Jane his wife as Complainants and ~~Mary~~ William A. Cook and Anne Rebecca his wife, Mary Hancock and others as Defendants.
N. A. Brewer of Jno one of the Commissioners therein named having met on the thirteenth day of December eighteen hundred and fifty six, at Annapolis pursuant to previous notice thereof given to the said parties, did proceed then and there to take the following depositions to wit:
Dorsey Jacob a witness of lawful age produced on the part of the Complainants being duly sworn and examined to interrogatories, filed with the Commissioner by the Complainant and hereunto returned deposes and says to the 1st Int. Knows all the parties— Has known the children ever

since they were born and the older ones always.
All are of age except William, Joseph, Charles A. and Jarrett Hancock.
All live in Anne Arundel County except Joseph Hancock, who lives in Baltimore City.
The minors William, Joseph and Charles A are brothers Jarrett the minor is a brother of the half blood the defendant Mary being his mother.
All the minors are the children of Jarrett Hancock deceased.
Mary Jane Armiger and Anne Rebecca Cook were sisters of the said Jarrett Hancock.
2d Int.

Knew Nathan Hancock – Witness thinks he died in the year eighteen hun hundred and fifty two in Anne Arundel County. He died intestate. He left a widow Anne Hancock who died about two years since, and three children Jarrett, Anne Rebecca wife of Cook the defendant and Mary Jane the wife of Armiger the complainant, all of whom are twenty one years of age.
3d Int.

Knew Jarrett Hancock. He is dead. He died in August or September eighteen hundred and fifty two. He died intestate. He left a widow named Mary the defendant and four children Wm. T. Joseph Nathan, Charles A. and Jarrett W. Hancock all minors the last named Jarrett is the child of the widow
4th Int.

He left real estate in Anne Arundel County situated on the south side of Bodkin Creek and contain sixty five acres and deponent files Exhibits from A to E inclusive which he is informed contain a correct discription of the land. The land is worth at least ten dollars per acre.
5th Int.

Deponent thinks that the land is not capable of advantageous partition for the reason that it is too small. There being no other witnesses to be examined and neither party desiring further time for the production of their evidences the Commissioner closed the said Commission and herewith returns the same under his hand and seal this fifteeth day of December eighteen hundred and fifty six.

A Brewer of Jns Comnr (Seal)

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The execution of this Commission appears by certain Schedules thereunto annexed

N Brewer Commr (Seal)

Exhibit A.

This Indenture Made this fifth day of August in the year of our Lord Seventeen hundred and Ninety five Between James Heath of Baltimore County of the one part and Bryan Williams of Anne Arundel County of the other part Witnesseth that the said James Heath for and in consideration of the sum of one hundred and six pounds five shillings _____ Current money to him in hand paid before the sealing and delivery of these presents the receipt Whereof he doth hereby acknowledge- hath granted ~~and~~ bargained and sold released enfeoffed and confirm unto the said Bryan Williams his Heirs and assigns forever all that part of a Tract of Land called HomeWoods Forest- lying on the North side of Maggotty River in Anne Arundel County and comprised within the following Metes and bounds to Wit:

Beginning for the same at the original Beginning of HomeWood Forest and running South West fifty perches- then South South West one hundred and twenty five perches, thence North West seventy two perches thence across the Land North forty one Degrees East one hundred and sixty eight perches until it intersects the East South East sixty perch line of the Whole Tract as heretofore conveyed to the Father of the said James Heath by a certain William Worthington, and thence with said line East South East twenty two perches unto the end of the said line and from thence to the Beginning- estimated to contain fifty acres and one hundred and forty perches of Land More or less- together with all buildings improvements- advantages and emoluments of every Nature or kind thereto belonging or appertaining- and also all the ~~remainder~~ reversion and reversions, remainder and remainders- rents issues and profits thereof and also all the Estate right title claim interest and demand whatsoever of him the said James Heath of in and to the said Land and premises and every part thereof.

To have and to hold the said parcel of Land with the appurtenances unto him the said Bryan Williams his heirs and assigns forever to and for his and their only use and benefit- and the said James Heath for himself his Heirs- the said Land and premises and every part thereof against him his Heirs and

against all and every other person and persons claiming by from or under him, or them to the said Bryan Williams his Heirs and assigns, shall and will forever warrant and defend—
In Witness whereof the said James Heath hath hereunto set his hand and seal the day and year above written signed sealed and delivered in the presence of—
The words "Father of the" between the 4 and 5 line from the top of the second page being first interlined

James Heath (Seal)

Samuel Chase

on the fifth day of August 1795

Received the within Consideration Money—
James Heath
Witness Samuel Chase.

On the day of 1795— came before me the subscriber Chief Judge of the General Court the within named James Heath and acknowledged the within Instrument of writing to be his act and deed for the purposes therein mentioned.
At the same time also came Mary Heath, wife of the aforesaid James who being by me privately examined apart from, and out of the hearing of her said husband, did relinquish and release, all her right of Dower, in and to the said parcel of Land within mentioned, to the said Bryan Williams his Heirs and assigns and acknowledged that she did the same freely and voluntarily without being induced thereto by fear or threat of ill usage from her said husband, or through fear of his displeasure.

Acknowledged before
Samuel Chase

Recd. 21st September 1795 to be recorded same day recorded in Lib NH No 7. folio 637 and of Anne Arundel County Land record Books
Exd. per.
Ach Harwood. Clk

Exhibit B

This Indenture made this thirty first day of August in the year of our Lord one thousand eight hundred and fourteen between Nicholas Lewis Rachel Lewis his wife of Ohio County and State of Virginia, and Elijah Williams of Anne Arundel County State of Maryland, of the one part, and Benjamin and Nathan Hawcock of Anne Arundel County Maryland of the other part Witnesseth that the said Nicholas Lewis Rachel Lewis

his wife, and Elijah Williams do for and in consideration of the sum of seventeen hundred and fifty Dollars Specie, to them in hand paid by the said Benjamin and Nathan Hancock, before the sealing and delivery of these presents, the receipt whereof they the said Nicholas Lewis Rachel Lewis his wife and Elijah Williams doth hereby acknowledge, and from every part and parcel thereof doth hereby acquit, exonorate and discharge the said Benjamin and Nathan Hancock, hath granted, bargained and sold, aliened infeoffed and confirmed, and by these presents doth give, grant, bargain, sell, alein, enfeoff and confirm unto the said Benjamin and Nathan Hancock, and their heirs and assigns, all the right, title, claim, Interest or Demand whatsoever that they the said Nicholas Lewis, Rachel Lewis and Elijah Williams, hath to the following Tracts or parts of Tracts or parcels of Land, lying on the South side of Bodkin Creek, called Homewoods Forest, addition to Grays Increase, and Goose pasture, that is all the right they have vested in them by virtue of the last will and Testament of Bryan Williams late of Anne Arundel County deceased.

Together with all and singular the Buildings, improvements and appurtenances thereunto belonging or in any wise appertaining, and all the Right, Title, claim and Interest of them the said Nicholas Lewis Rachel Lewis and Elijah Williams, in virtue of the said last Will and Testament of Bryan Williams deceased aforesaid of the aforementioned tract or parcels of Land, called Homewoods Forest, addition to Grays Increase and Goose pasture, and premises hereby bargained and sold or meant, mentioned, or intended so to be, and every part and parcel thereof, to have and to hold the aforesaid Tracts or parcels of Land as aforenamed, with the appurtenances thereunto belonging unto them the said Benjamin and Nathan Hancock (as tenants in common not joint tenants) to them, their heirs and assigns forever, and the said Nicholas Lewis, Rachel Lewis and Elijah Williams, for themselves their heirs, Executors and administrators, doth hereby covenant and grant, promise, and agree to and with the said Benjamin Hancock and Nathan Hancock, their heirs Executors, administrators or assigns that they the Nicholas Lewis Rachel Lewis and Elijah Williams, and their heirs, the said Right, Title, Claim and Interest, as aforesaid will warrant and forever defend by these presents. In Witness

whereof the said Nicholas Lewis Rachel Lewis, and Elijah Williams hath the day and year above written set their hands and affixed their seals.

Signed sealed and declared in the presence of— Ebenr. Thomas John Leinstid } Nicholas Lewis (Seal) Rachel Lewis (Seal) Elijah Williams (Seal)

Maryland to wit:

On the day and year within mentioned came the within named Nicholas Lewis and Elijah Williams before us the subscribers two Justices of the Peace for Anne Arundel County and acknowledged the within Instrument of writing to be their act and Deed and the Land and premises therein contained to be the right title and estate of the within named Benjamin Hancock and Nathan Hancock their heirs and assigns forever according to the True interest and meaning thereof and Act of Assembly in such case made and provided, also at the same time came Rachel Lewis before us the subscribers and being privately examined out of the hearing of her said husband, acknowledged this Instrument of writing to be her act and Deed and that she acknowledged it freely and voluntarily without fear or threat of her said husband, or fear of incurring his displeasure—

Certified and taken before
Ebenr. Thomas
John Leinstid.

Received the 10th day of January 1815 to be recorded same day recorded in Liber W.S.G. No 3. fol. 322 and one of the land record books of Anne Arundel County and examine by
Wm S. Green Clk.

This Indenture made this fourteenth day of May in the year of our Lord one thousand eight hundred and twenty two— between William O'Hara Sheriff of Anne Arundel of the one part, and Richard Leinthicum of said county of the other part, witnesseth. Whereas on the fourteenth day of March in the year of our Lord one thousand eight hundred and twenty two, a certain writ of the State of Maryland of Fieri Facias did issue ~~out~~ forth out of Anne Arundel County Court, to the said Sheriff of Anne Arundel County reciting that, whereas at a County Court begun and held at the City of Annapolis in and for Anne Arundel County on the third Monday of October in the year of our Lord one thousand eight hundred and twenty one, the State of Maryland by the Judgement

of the said Court recovered against a certain Benjamin Hancock late of Anne Arundel County yeoman, as well the sum of five thousand Dollars Current money a certain debt, as the sum of six Dollars and seventy ~~cents~~ six cents and two thirds of a cent Current money for its damages which it had sustained as well by reason of the detention of that debt as its costs and charges by it about its suit in that be-half laid out and expended whereof the said Benjamin Han-cock is convict as appeareth of record, the said Sheriff was therefore commanded that of the goods and Chattles lands and tenements of the said Benjamin Hancock, being in his bailiwick, he should cause to be made and levied the debt costs and charges aforesaid and that he should have those sums of money before the said County Court to be held at the City of Annapolis on the third Monday of April then next to render unto the said State of Maryland the debt costs and charges aforesaid, and that the said Sheriff should also have then and there that writ

And whereas also the said writ came to the said Sheriff and in pursuance of the command therein contained the said Sheriff laid the same upon the undivided part of the following tracts parts of tracts or parcels of Land, known by the name of "Homewoods Forest" "addition to Grays increase" and "Gorse pasture" lying and being in the County aforesaid and contain-ing fifty eight acres of Land more or less, and whereas also after due notice being given of the same the said Sheriff did, on the first day of May one thousand eight hundred and twenty two, expose to public sale the said parts of Tracts or parcels of land, so as aforesaid taken in execution on the said writ to the highest bidder, and thereat the herein before named Richard Leinthicum became the highest bidder and purchaser of the said parts of tracts or parcels of land, for the sum of two hundred and thirty two Dollars Current money and hath since paid the said purchase money to the said Sheriff and is now desirous of obtaining a title to the said parts of Tracts or parcels of land in consequence thereof.

Now this indenture witnesseth that for and in Consideration of the premises, and of the sum of five Dollars Current money of the United States to the said William O'Hara, Sheriff as aforesaid in hand paid at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, the said William O'Hara Sheriff as aforesaid hath granted bar-gained and sold, and by these presents doth grant bargain and

sell unto him the said Richard Leinthicum his heirs and assigns the said parts of tracts or parcels of Land so as aforesaid taken on the writ of Fieri Facias aforesaid and so as aforesaid exposed to sale in virtue of said writ with the appurteances thereto belonging; to have and to hold the same parts of tracts or parcels of Land with the appurtenances unto the said Richard Leinthicum his heirs and assigns to the only proper use and behoof of him the said Richard Leinthicum his heirs and assigns forever.

In witness whereof the said William O'Hara Sheriff as aforesaid hath hereunto set his hand and affixed his seal the day and year first herein before written

Signed sealed and delivered
in the presence of
Henry Duvall Henry Hammond } William O'Hara Sheriff (Seal)

State of Maryland Anne Arundel County Set.

Be it remembered that on this 14th day of May 1822, Personally appears William O'Hara Sheriff of Anne Arundel County party grantor mentioned in the within deed or instrument of writing before us the subscribers two of the Justices of the peace for the County aforesaid and acknowledged the within deed or instrument of writing to be his act and deed, and the Lands and premises therein mentioned and thereby bargained and sold to be the right and estate of Richard Leinthicum party grantee also therein mentioned his heirs and assigns forever according to the purport true intent and meaning of the same, and the Acts of Assembly in such cases made and provided.

Acknowledged before
Henry Duvall
Henry Hammond

Received the 14th day of May 1822 to be recorded the same day recorded in Liber WSG No 8 folios 535 536 & 537 one of the Land record Books of Anne Arundel County and examined by
Wm S Green Clk

Exhibit D.

This Indenture made this the 30th Day of October eighteen hundred and twenty six Between Richard Leinthicum of Anne Arundel County of the one part and Nathan Hancock of same county and State of the other part Witnesseth that the said Richard Leinthicum in consideration of the sum of five Dollars United States

currency in hand paid the said Richd Leinthicum by the said Nathan Hancock at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged Hath given granted bargained and sold released conveyed and confirmed unto the said Nathan Hancock his heirs and assigns all that part or parts of the fowlowing tracts or parcels of Land Leying in the county aforesaid on the Bodkin creek and the patapsco river viz "Homewood Forrest" Addition to grays Increase and Goose Pasture Containing fifty eight acres of Land more or less and lies adjoining the Land of the said Nathan Hancock Together with all and singular the buildings improvements ways waters privilidges and appurtenances thereto belonging or appertaining and the reversion and reversions remainder and remainders rents issues profits thereof and all the Estate right title Interest property claim and demand whatsoever either at Law or Equity of the said Richard Leinthicum therein or thereat to have and to hold the said described Land and premisses with the appurtenances unto the said Nathan Hancock his heirs and assigns forever to his and there own proper use and behooff and to and for no other use intent or purpose whatsoever

In witness whereof the said Richard Leinthicum hath hereto set his hand and seal the day and year first above written

Signed sealed and delivered
in the presence of
Abner Leinthicum Ellis thomas sr } Richard Leinthicum (Seal)

State of Maryland Anne Arundel County to wit

on this the 30th day of october in the year of our Lord eighteen hundred and twenty six personally appears Richard Leinthicum before us the subscribers two Justices of the peace for said county party grantor named in the deed or instrument writing and acknowledged the same to be his act and deed and the Land and premisses to be the right and Estate of Nathan Hancock party grantee also therein named his heirs and assigns and at the same time appears Ann Leinthicum wife of the said Richard Leinthicum before us the aforesaid Justices of the peace for said county and acknowledges the said instrument of writing to be her act and deed and the Land and premisses to be the right and Estate of Nathan Hancock and the said Ann being privately examined by us and out of the hearing of her said husband declares that she makes her acknowledgement

freely and voluntarily and without being induced thereto by threats or ill usage by her said husband or through fear of his displeasure.
Taken and Certifyed the day and year above written

Abner Lenthicum
Ellis thomas ex

Anne Arundel County

Received on the day of the date of the within Deed of and from the within named Nathan Hancock the sum of five Dollars United States currency being the consideration mentioned in the said Deed

Abner Lenthicum
Ellis thomas ex

3 Richard Lenthicum

Recived the 14th day of December 1826 to be recorded the same day recorded in Liber W.S.G. No 12 folios 277 & 278 one of the Land record Books of Anne Arundel County and Examined by

Wm S Green clk

Exhibit E

This Indenture made this twenty fifth day of Feby, in the year of our Lord one thousand eight hundred and twenty six, between John Henry Mackubbin of Anne Arundel County in the State of Maryland of the one part and Nathaniel Hancock of the County and State aforesaid of the other part.
Witnesseth that the said John Henry Mackubbin for and in consideration of the sum of thirty three dollars & twenty five cents — current money of the United States to him in hand paid by the said Nathaniel Hancock, at or before the sealing and delivery of these presents the receipt whereof the said John Henry Mackubbin doth hereby acknowledge and himself therewith to be fully satisfied, contented and paid hath granted, bargained, sold, released, aliened, enfeoffed, conveyed and confirmed and by these presents doth grant, bargain, sell, release, alien, enfeoff, convey and confirm unto him the said Nathaniel Hancock his heirs and assigns forever, all the estate, right, title, interest, use, ~~tru~~ trust, possession, property, claim and demand whatsoever legal or equitable of him the said John Henry Mackubbin of, in, to and out of all and every or any parcel or part of all that part of a tract or parcel of land called "The Bodkin Plains" (or by what other name the same may be called) lying and being in Anne Arundel County which is contained within the follow-

-ing metes and bounds courses and distances To wit: Beginning for the same (or the land hereby intended to be conveyed) at the place where the original beginning tree of "Homewoods Forrest" stood and running thence with and (bounding on said land (as run with) an allowance of five degrees for correction of variation) the two follow-ing courses and distances To wit: South forty degrees West fifty perches, South seventeen degrees thirty minutes West twenty eight perches to a cove of the Bodkin Creek called and known as Fins Cove, thence running down with and bounding on the tide water of said Cove and Creek the fourteen following courses and distances To wit: North seventy eight degrees thirty minutes East four perches, North fifty two degrees thirty minutes East sixteen perches, North seventy degrees thirty minutes East eight perches, North thirty six degrees East seven and a half perches, North two degrees West six perches, South eighty five degrees East seven perches, North four degrees East eighteen perches, North two degrees West sixteen perches, East twelve perches, North eighteen degrees thirty minutes East twelve perches, North ten degrees West ten perches, North nineteen degrees West twenty perches, South seventy three degrees West twelve perches, South thirty two degrees West three perches to the last course of the aforesaid land called "Homewoods Forrest" thence bounding on said course South seventy two degrees thirty minutes East six and a half perches, to the end thereof, still running with said land and bounding on the home line thereof to the first beginning; containing and now laid out for six acres and three quarters of an acre of land more or less, together with all and singular the improvements, woods, ways and appurtenances whatsoever thereunto belonging or in any wise appertaining, to have and to hold the said land and premises so as aforesaid described and every part and parcel thereof unto him the said Nathaniel Hancock his heirs and assigns forever, to his and their only proper use and behoof and to and for no other use intent or purpose whatsoever, against him the said John Henry Mackubbin and his heirs and against all persons whatsoever claiming or to claim any right title or interest in and to the same or any part thereof by from or under him or them or any of them; he the said John Henry Mackubbin and his heirs shall and will hereafter warrant and by these presents forever defend.

And the said John Henry Mackubbin for himself his heirs and assigns doth hereby further covenant promise and agree to

and with the said Nathaniel Hancock his heirs and assigns, that he the said John Henry Mackubbin his heirs and assigns, shall and will at any time hereafter at the reasonable request and proper cost and charge in the law of the said Nathaniel Hancock his heirs or assigns make do execute acknowledge and deliver all such further acts, deeds, or conveyances which he the said Nathaniel Hancock his heirs or assigns or his or their counsel learned in the law, shall or may advise, devise or require for the confirmation of these presents according to the purport true intent and meaning thereof.

In testimony whereof the said John Henry Mackubbin hath hereunto subscribed his name and affixed his seal the day and year first herein before written.

Signed sealed and delivered in the presence of us
Chs Waters H. C. Dunbar } John H. Mackubbin (Seal)

State of Maryland, Anne Arundel County to wit.

Be it remembered that on this twenty fifth day of Feby in the year of one thousand eight hundred and twenty six, personally appears before us the subscribers two Justices of the peace for the State and County aforesaid John Henry Mackubbin party grantor named in the aforegoing instrument of writing and acknowledges the same to be his act and deed and the land and premises therein described and thereby conveyed to be the right and estate of Nathaniel Hancock party grantee also therein named his heirs and assigns forever, according to the purport true intent and meaning thereof, and the acts of Assembly in such cases made and provided.

Taken and certified the day and above written.

Before
Chs Waters
H. C. Dunbar

Received the 6th day of May 1826 to be recorded the same day recorded in Liber W.S.G. No 12 folios 9 & 10 one of the Land record books of Anne Arundel County and examined by
Wm S. Green Clk

And afterwards to wit on the 20th day of December 1856 the Judge passed in said Cause his Decree in the words following to wit
Circuit Court for Anne Arundel County

4

524

William T. Armiger
and wife —
vs.
William H. Cook, Anne R. Cook
Mary Hancock, Wm T. Hancock
Jos. R. Hancock, Charles A. Hancock,
and Garrett W Hancock

In Equity
October Term 1856

This cause standing ready for hearing and being submitted the bill, answers and all the other proceedings were by the Court read and considered.
Whereupon it is, on this 20th day of December in the year 1856, by Nicholas Brewer, Circuit Judge and by the authority of this court adjudged, ordered and decreed, that the real estate in the proceedings mentioned be sold —
That Alexander B Hagner of Annapolis be and he is hereby appointed trustee to make said sale, and that the course and manner of his proceedings be as follows. He shall first file with the Clerk of this court, a bond to the State of Maryland, executed by himself, with a surety or sureties to be approved by the Court, Clerk, or Judge — in the penalty of one thousand two hundred dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or decree in the premises. He shall then proceed to make the said sale, having at first given at least three weeks previous notice inserted, in some newspapers or papers printed in the City of Annapolis — and such other notice as he may think proper, of the time, place, manner and terms of sale which terms shall be as follows: one half the purchase money to be paid in Cash on the day of sale, or of the final ratification thereof by this Court and the balance in six months from the day of sale the whole to be secured by bonds of the purchaser with security to be approved by the Trustee, and to bear interest from the day of sale —
And as soon as may be convenient after any sale or sales, the said trustee, shall return to this court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed.
And on the ratification of such sale or sales by the Court, and on the payment of the whole purchase money, (and not before) the said trustee, by a good and sufficient deed to be

executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property to him, her or them sold free, clear and discharged of all claim of the parties to this cause, and of any person or persons claiming by, from or under them, or any of them. And the said trustee shall bring into this court the ~~sa~~ money arising on such sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this court, after deducting therefrom the costs of this suit, and such commission to the said trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall appear to have discharged the trust.—

Richd Brewer
Circuit Judge.

Afterwards to wit on the 14th Jany 1857 the Trustee files ~~his~~ in said Cause his Bond which being approved is in the words following to wit

Know all Men by these presents, that we Alexander B Hagner and Alexander Randall, of the City of Annapolis in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of twelve hundred dollars current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this first day of January in the year eighteen hundred and fifty seven—

Whereas, by a decree of the Chancery Court of Maryland, bearing date on the 20th day of December eighteen hundred and fifty six and passed in a Cause in the said Court wherein William T. Arniger and others are Complainants, and William H Cook and others are Defendants— the above bound Alexander B. Hagner has been appointed Trustee to make sale of certain real estate in the proceedings in said cause mentioned.

Now the Condition of the above obligation is such, that if the above bounden Alexander B Hagner do, and shall well and faithfully perform the trust reposed in him by the said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void otherwise

-nise to remain in full force and virtue in law.
Signed sealed and delivered
in the presence of
W G Kidout

A B Hagner (L S)
A Randall (L. S)
(L. S)

I hereby certify that the surety to the within Bond is sufficient
Frank A Stockett
Sol. Cir. Court a. a. C.
Approved 14th Jany 1857. N. A Green Clk
Afterwards to wit on the 25th Feby the Trustee files his Report in the words following to wit:
To the Honorable Nicholas Brewer, Judge of the Circuit Court for Anne Arundel County, sitting in Equity.
The undersigned, appointed Trustee by the Decree of your Honor passed on the 20th day of December last, to make sale of the Real Estate, mentioned in the proceedings in the Cause of Armigerdil vs Cook and others, respectfully report to your Honor.
That after filing a Bond and complying with the other requirements of the said Decree, he proceeded to advertise the property in the Maryland Republican and Annapolis Gazette, two newspapers printed in the City of Annapolis, for more than three successive weeks - and also for part of that time in the Baltimore Sun, a newspaper printed in the City of Baltimore - giving notice of the time, place, manner and terms of sale as prescribed by the Decree. That the day appointed for said sale, was the 20th of January - but that the weather was so very bad at that time, that your Trustee could not reach Annapolis in time - the rail-road being blocked up with snow - but he is informed that no bidders were present at the time prescribed.
He therefore readvertise the said property giving notice that the sale would take place on the 17th of February at 12. o'clock at the Court House Door in the City of Annapolis When and where your Trustee attended at the specified time - He reports that the highest bidder therefore was the Complainant William T. Armiger who became the purchaser thereof at and for the price of ten dollars per acre - making the whole purchase money for the 64 3/4 acres $647.50. The Purchaser has paid a portion of the purchase money and promises to settle soon for the residue.

All which is respectfully submitted —
A B Hagner Trustee

Maryland Anne Arundel County, set.

I hereby certify that on this 25th day of February 1857, before the subscriber a Justice of the Peace in and for the County aforesaid, personally appeared Alexander B Hagner, and made oath that the matters and things stated in the ~~said~~ aforegoing report are true as therein set forth — and that the sale therein reported was fairly made — to the best of his knowledge and belief —

Sworn to before
Wm Glover

And on the same day the following order nisi was passed.

Armiger & others
vs
Cook & others

Circuit Court for Anne Arundel County
In Equity February 25th 1857

Ordered that the sale this day reported by Alexander B Hagner, Trustee in this Cause be ratified and confirmed, unless cause be shown to the contrary on or before the 25 day of April next — Provided a copy of this order be published once a week for three successive weeks before the 25th day of March next, in some Newspaper printed in the City of Annapolis.

N H Green Clk
Circuit Court for A. A. Cty.

Circuit Court for Anne Arundel County — In Equity July Term 1857 —

Ordered that the sales within reported be and the same is hereby finally ratified and confirmed — the order nisi appearing to have been duly published and no cause having been shown to the contrary. The Trustee is allowed the usual commissions, and for his expenses the sum of $36.81

Nicht Brewer
Circuit Judge

Afterwards to wit on the 30th Dec 1857 the Auditor files in said Cause his Report and account together with a Certificate of age and health of Mary Hancock widow as follows to wit

William T. Armiger & Mary Jane Armiger his wife
vs
William H Cook & Anne Rebecca his wife and others

Circuit Court for Anne Arundel County
In Equity
November 22d 1857

The Auditor reports to the Hon. Nicholas Brewer Circuit Judge of said Court that he has examined the proceedings in the above cause and therefrom states an account between the real estate of Nathan Hancock decd and the Trustee for the sale thereof wherein the proceeds of sale have been applied to the payment to the Trustee of his allowance for commissions one tenth being first deducted and assign the State, of his expenses and of the Complainants costs of suit and the Nett proceeds distributed amongst the Complts and Defendants according to their rights and interests, viz: one third William T. Armiger and Mary Jane his wife in right of said wife and one third to William T. Armiger in his own right as assignee of William H Cook and Anne Rebecca his wife - the remaining one third being reserved to be distributed hereafter amongst the widow and children of Jarrett Hancock decd as soon as evidence shall have been filed as to the age and health of the widow of said Jarrett.

All which is respectfully submitted.

Nicht Brewer Jr Auditor

Dr The Real Estate of Nathan Hancock decd in acct with Alexander B Hagner Esq - - - - - - - Trustee. Cr

1857					
Feby 17th	By amount of proceeds of sale as per Trustees Report filed			647	50
				647	50
Feby 17th	To the Trustee for his commissions	41	37		
	Less ten per cent due the State	4	13	37	24
	To the Trustee for his expenses . . .			36	81
	To the State for ten per cent on the Trustee's commissions			4	13
	To the Complainants for their costs of suit, viz				
	Clerks fees paid by the Trustee	23	39		
	Service of subpoenas	2	68		
	Cost of Guard's commns	8	00		
	Cost of commns for testy paid by Trustee	8	00		
	Costs of witnesses before commns for testy		66		
	Solicitor's fee	10	00		
	Auditor's fee	4	67	57	40
				135	58
	To William T. Armiger & Mary Jane his wife				

in right of said Mary Jane for 1/3 of Nett proceeds	170	64
To William T Armiger assignee of William H Cook and Rebecca his wife for Do	170	64
To this amount to be hereafter distributed to the widow and children of Jarrett Hancock in proportions to be hereafter ascertained when proof of the age & health of the widow shall have been produced	170	64
	647	50
Feby 17 By amt to be distributed (as per above acct between the Widow and children of Jarrett Hancock decd	170	64
	170	64
To Mary Hancock widow of Jarrett Hancock decd for her allowance in lieu of dower viz. 2/15 of amt per contra	22	75
To William Thos Hancock for 1/4 of balance of Do	36	97
To Joseph R. Hancock for Do	36	97
To Charles A. Hancock for Do	36	97
To Jarrett Washington Hancock for Do	36	98
	170	64

Certificate of the age of Mary Hancock, the widow of Jarrett Hancock, filed with the Auditor Decr 8th 1857

R. Brewer Jr
Auditor

Anne Arundel County sct:

I hereby certify that on this third day of December 1857, before the subscriber a Justice of the Peace in and for the County of Anne Arundel in the State of Maryland, personally appeared Jane Henchaw — and made oath that she is acquainted with Mary Hancock, the widow of Jarrett Hancock decd, and that she is about the age of twenty six years, and that about the month of February last, she was of good health

Sworn to before
Dorsey Jacob J.P.

Mrs Jane Henchaw is the mother of Mary Henchaw, should that fact be an ~~obtegation~~ objection, I can find some one else who can testify to Mrs Hancock's age.

I saw the family bible myself in which her birth is regis-tered — it states that she was born on the 27th day of February 1831 — It will afford me pleasure to render you any service in my power at any time. Yrs very respectfully D Jacob

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afterwards to wit on the 19th april 1858 the Judge passed an order of final ratification of Auditor's Report and account as follows

Circuit Court for Anne Arundel County, In Equity, April Term 1858.

Ordered that the within Report of the Auditor and the accompaning acct. be and the same are hereby ratified and confirmed, and the Trustee is directed to apply the proceeds of sale accordingly with such proportion of interest as has been or may be received

Nich^s Brewer
Circuit Judge Apr 19th 1858

Andrew Armstrong
vs
Louisa Alexander Owen M Taylor, Marmaduke W Conner James S Taylor, Charles W Taylor, Louisa V Taylor, Owen M. Taylor Junr Alice S Taylor and Augustus V Taylor

Be it remembered that heretofore to wit on the 19 day of September 1854 came Andrew Armstrong by Brice T.B Worthington Esq his Solicitor in the Circuit Court for Anne Arundel County sitting in Equity and Exhibited in the said Court his bill of Complaint against Louisa Alexander Owen M. Taylor, Marmaduke W Conner, James S Taylor, Charles W Taylor, Louisa V Taylor Owen M. Taylor Junr, Alice S Taylor and Augustus V Taylor in the words following to wit

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County sitting as a Court of Equity.

The bill of Complaint of Andrew Armstrong of Baltimore City respectfully represents that Louisa Alexander of the city of Annapolis in Anne Arundel County, on the twenty fourth day of July last past was and is at this present time indebted unto your orator in a large sum of money to wit: the sum of nine hundred and eighty ~~dollars~~ five dollars being the balance due on an open account for goods wares and Merchandize before that time sold and delivered by him the said Louisa Alexander, a copy whereof showing the balance as aforesaid is herewith filed marked exhibit A. A. No 1. which with all other exhibits hereinafter referred to, your orator prays may be taken and considered as parts of this his bill of Complaint.

Your orator further represents that the said Louisa Alexander on the day and year aforesaid was possessed and seized of an undivided moity of certain real estate in the city of Annapolis lying in part on a wharf in the city of Annapolis and fronting in another part on Prince George's Street, and in the occupancy of the said Louisa Alexander which was answerable for, and liable to be taken in satisfaction of your orator's said claim. But your orator further complaining sheweth unto your Honor that the said Louisa Alexander being indebted to him as aforesaid, and the owner of said property, for the purpose of defrauding your orator and preventing him from recovering satisfaction of said claim by placing said property beyond the reach of execution, and for the fraudulent intent and purpose of hinder

-ing, delaying and embarrassing him in the prosecution and recovery thereof, on the said twenty fourth day of July eighteen hundred and fifty four by deed of that date, conveyed to one Owen M. Taylor and Marmaduke Meemer all her right title and interest in the property aforesaid being a moity thereof, voluntarily and without any good consideration, in trust for the use and benefit of the children of the said Owen M. Taylor the son of the said grantor, that is to say to James S. Taylor, Charles W. Taylor, Louisa A. Taylor, and Owen M. Taylor Junr. who are infants under the age of twenty one years, and also in trust for the children of John T. Taylor deceased, another son of the said Louisa Alexander, namely Alice S. Taylor, and Augustus N. Taylor also infants under the age of twenty one years, with a further provision that if either of the children of the said Owen M. Taylor should die that the portion conveyed to them should go to the survivor, and with a similar provision with respect to the interest conveyed to the above named children of the said John T. Taylor deceased, and in case both of said children should die, that their portions are to go to the above named children of the said Owen M. Taylor.

By the provisions of the said deed, a life estate is reserved to the grantor the said Louisa Alexander, all which will fully and particularly appear by reference to said deed of trust a copy whereof is herewith filed marked exhibit A.A. No 2 Your orator further represents that by virtue of said convey-ance, the said Louisa Alexander has sought to secure to herself during life the enjoyment of said property, and after her death to certain surviving members of her family, and by said conveyance has deprived herself of the means of paying Your orator's said claim, inasmuch as the property which remains under her control and liable to his said claim and the other debts due by her is of very little value and greatly in-adequate to the payment of his claim, and her other debts, and that unless the conveyance aforesaid is set aside and the property thereby conveyed, applied to the payment of this debt, your orator's claim will be in great part, if not entirely lost Your orator is advised that under the circumstances above mentioned the deed of trust aforesaid from the said Louisa Alexander, to the said Taylor and Cumer is fraudulent and void

in respect to your orator's said claim. To the end therefore that the said Louisa Alexander, Owen M Taylor, Marmaduke M Comer James S Taylor, Charles W Taylor, Louisa A Taylor, Owen M. Taylor Junr, Alice S Taylor, and Augustus T Taylor may answer the premises, — tho. not upon oath for the purpose of being made evidence, as fully and particularly as if the allegations hereinbefore made were repeated, and they were specially interrogated in reference thereto, and that the said deed from Louisa Alexander to Owen M Taylor and Marmaduke M Comer may be set aside and declared null and void and that the property thereby intended to be conveyed may by decree of this court be directed to be sold for the payment of your orator's claim as aforesaid, and that your orator may have such other and further relief in the premises as is suited to his case and the right and equity of the matter, may it please your Honor to grant unto your orator the State's writ of subpoena to be directed to the said Louisa Alexander Owen M Taylor Marmaduke M. Comer James S Taylor, Charles W Taylor, Louisa A Taylor, Owen M Taylor Junr, Alice S Taylor, and Augustus T. Taylor all of the City of Annapolis in Anne Arundel County, commanding them and each of them to be and appear in this court on some certain day to be therein named to answer the premises and to abide by and perform such decree as may be passed by this court, and as in duty &c

B T B. Worthington Sol.
for Compt.

Memorandum The Exhibits A A. No 1 & 2 will be found with Commissions for testimony A A No 1 from Baltimore and A A No 2 from Annapolis.

And thereupon a writ of subpoena was accordingly issued returnable to the next Term to wit October Term 1854. And the said writ of subpoena was ~~returnable~~ returned to the Sheriff of Anne Arundel County thus endorsed to wit.

Summoned Thos Ireland Sheriff

Afterwards to wit on the 20th day of September 1856 a Commission was issued to Thomas Ireland of Anne Arundel to take the answers of the Infant defendants James S Taylor Charles W Taylor Louisa A Taylor Owen M Taylor Junr Alice S Taylor and Augustus T Taylor to the said bill

And on the same day the Commissioner Thomas Ireland made return of his said Commission with the answers of the Infant defendants James S Taylor, Charles Wm Taylor, Louisa A Taylor Owen M. Taylor Junr Alice Sr Taylor and Augustus Taylor in the words following to wit:

Maryland, Sc.

The State of Maryland,

To Thomas Ireland

of Anne Arundel County, Greeting

Whereas Andrew Armstrong lately exhibited his bill of complaint before us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, against Louisa Alexander Owen Mc Taylor Marmaduke Mc Comer, James Sr Taylor, Charles Wm Taylor, Louisa A^r Taylor, Owen Mr Taylor Junr Alice S. Taylor and Augustus Taylor.

And whereas, we have by our writ, lately commanded the said Defendants to appear before us, in our said Circuit Court for Anne Arundel County, sitting as a Court of Equity, at a certain day, to answer the said bill of Complaint — but, for as much as the said James Sr Taylor, Charles Wm Taylor Louisa A Taylor Owen M Taylor Junr Alice Sr Taylor and Augustus Taylor are Infants under age, and cannot answer the said bill, nor defend this suit without having a Guardian assigned in that behalf.

Know ye, therefore, that we have given unto you full power and authority, in pursuance of the special order in our said Court, to assign and appoint a Guardian for the aforesaid Infants, and to take the answers of the said Infants by such Guardian to the said bill; and therefore, we command you, that at such certain day and place as you shall think fit, you go to the said Defendants, if they cannot conveniently come to you, and assign and appoint a Guardian for the aforesaid Infants, and take the answer of the said Infants, by such Guardian to the said bill, on such Guardian's corporeal oath, upon the Holy Evangely, to be administered by you, the said answer being distinctly and plainly wrote; and when you shall have so taken the said answers, you to send the same, closed up under your seal, together with your certificates of having assigned and appointed such Guardian as aforesaid, and this writ unto us in our said Circuit Court for Anne Arundel County, sitting as a Court of Equity. Witness the Honorable Nicholas

Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this ~~day~~ 20th day of September Anno Domini, 1854

Test

S. H. Green Clk

To the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County:

The undersigned respectfully returns, that pursuant to the authority vested in him by the foregoing commission, he did in the presence of the Infants on the twentieth day of September in the year eighteen hundred and fifty four assign and appoint Richard Wells Guardian to the Infants in said commission named, and did take the answer of the said Infants by the said Guardian on his corporeal oath, by the undersigned administered, which answer hereto annexed, is herewith returned, together with said commission

Witness my hand and seal, this twentieth day September 1854.

Thomas Ireland Com'r (L. S.)

The answer of James S. Taylor Charles W. Taylor, Louisa A. Taylor Owen W. Taylor jun'r Alice S. Taylor, and Augustus Taylor Infants under the age of twenty-one years, by Richard Wells their Guardian in that behalf specially appointed, to the bill of complaint of Andrew Armstrong against Louisa Alexander and others Defendants in the Circuit Court for Anne Arundel County, sitting as a Court of Equity, exhibited.

These Defendants answering by their Guardian aforesaid, to the said bill of complaint, say, that they not admit the truth of the several matters and things charged and set forth in said bill, and prays that the Court will protect their interest in the premises, and they pray to be hence dismissed with their costs, and so forth.

Richard Wells Guardian

The Guardian above named makes oath on the Holy Evangely of Almighty God, that the matters and things stated in the foregoing answer, are true to the best of his knowledge and belief.

Sworn to before the subscriber, Commissioner for that purpose appointed.

Thomas Ireland

Afterwards to wit on the 22d Janry 1855 Louisa Alexander by Randall and Hagner her solicitors files in said Cause her answer to the said Bill in the words following to wit

To the Honorable Nicholas Brewer, Judge of the Circuit Court for Anne

Arundel County sitting in Equity

The separate answer of Leonisa Alexander of the City of Annapolis to the of Complaint of Andrew Armstrong, against this Respondent and others in this Court exhibited. This Respondent, reserving unto herself all benefit of exceptions to the errors, imperfections and mistatements in the said Bill set forth, for answer to so much thereof as she is advised it is material she should answer unto, answering says.

That she admits she has had dealings at various times with the said Complainant, but she denies that the account filed by the Complainant marked exhibit "A. A No 1." contains a correct statement of the said account, and she avers that there are mistakes and omissions therein, whereby the balance due thereon is wrongfully enhanced against this Respondent, and she requires full proof of the said account and of every item thereof, if the same can be charged in this proceeding against this Respondent. And for further answer she says, that she admits that she did execute a Deed as charged in said Bill, to the said Carmen and Taylor as Trustees, and that the Complainant's Exhibit, "A A. No 2." is a correct copy thereof.

But this Respondent positively denies that the said Deed was executed by this Respondent with any fraudulent design, or for the purpose of defrauding the Complainant or any other person, or of preventing him or them from recovering and collecting from this Respondent all claims which they may have against her or in any wise hindering or delaying them in the collection of their claims. But on the contrary thereof this Respondent avers, that the said Deed itself contains a full and correct statement of the design and purposes for which it was executed, and she further avers, that it was simply intended as a means of securing to her grand children therein named the said property, after her death, and which arrangement she preferred to make by Deed, rather than to leave the same unsettled until her death. And further answering she says, that it ~~not~~ is not true that this Respondent, by the execution of the said Deed she has deprived herself of the means of paying her just debts, but on the contrary thereof she says, that she is abundantly able to pay all claims justly due by her after the correction of the errors in said account from her property and means yet remaining in her possession. And this Re-

(2)

537.

-spondent further answering says, that the said Complainant had not, at the time of filing the said Bill, and at this time, in right and equity has not any claim against her which he has now a right to claim or prosecute in any Court On the contrary she avers, that the true balance actually now due to the Complainant by her, is not claimable or de-mandable of her by him at this time; and that by the special proffer and agreement of the said Complainant the said balance was to be divided into three sums, of equal amount, the first of which sums was not to be claimed or demanded by him until August next, and the other two sums in one and two years thereafter And she avers that the said agreement was made and entered into by the Complainant with this Respondent, in consideration that she would agree to give to him her three notes, each for one third of the amount justly due by her, payable respectively in one, two and three years from the month of August eighteen hundred and fifty five: and she further charges, that she is now ready and has ever since been willing and ready to carry out in good faith her part of the said agreement, but that the Complainant has neglected to send to her for her signature the said three notes, as he promised and engaged himself to do, at the time of making the said agreement And this Respondent is advised and respectfully insists that the said Complainant had no proper cause of action against this Respondent at the time of filing his said Bill, and has none now to authorise any such attempts to harass and annoy her with costs and expenses, and that no such cause of action will arise to him until after August next, and that therefore the said Bill was filed prematurely and should be dismissed ——

And this Respondent having fully answered the several matters in the said Bill contained, prays that the same may be dismissed and that she may be hence dismissed with her reasonable costs of suit &c, and as in duty &c.

Randall & Hagner

Solicitors for Respondent.

And on the same day Marmaduke Conner and Owen M. Taylor files in said Cause their answers to the said bill.

Memorandum the answers of Conner & Taylor are lost, and on the same was filed in said Cause the following agreement.

Andrew Armstrong vs Louisa Alexander & others

Circuit Court for Anne Arundel County in Equity

It is agreed in this cause, that a commission may issue to Daniel M Thomas of Baltimore City to take testimony in this cause, in addition to a commission to the standing commissioners for Anne Arundel County - this agreement to have no other effect than if both commissions were issued to the standing Courts of Balto City and Anne Arundel County respectfully —

B. G. B Worthington Solr for Complt.
Randall & Hagner " for Defts.

And afterwards on the same day came the Complainant aforesaid by her Solicitor aforesaid and caused to be entered on the Docket of the Court A General replication to the answers of the defendants filed in said Cause.

And at the same time Commissions were issued to Daniel M Thomas of the City of Baltimore and Mch Brewer of Jas of Anne Arundel County to take testimony in said Cause.

And afterwards to wit on the 30th March 1855. Daniel M Thomas the commissioner as aforesaid made return of his said Commission with the proceedings under the same in the words following to wit

Maryland, &c

The State of Maryland.

To Daniel M Thomas

of Baltimore Cty. Greeting

Know, that we have appointed you to be our Commissioner, to examine evidences in a cause depending in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, between Andrew Armstrong Complainant and Louisa Alexander Owen M Gaylon Marmaduke Wooster and others Defendants. We therefore require you, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this commission, that at such time and place as to you shall seem convenient, you cause to come before you all such evidences as shall be named and produced to you by either the plaintiff or defendants; and that you examine them on their corporeal oaths, to be by you administered upon the Holy Evangelys of ~~Baltimore~~ Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you cause notice to be given to the parties, or their attorneys, of the execution of this commission, before you execute the same; and having reduced the depositions of the witnesses so taken by you, into writing, you send the same, with this our commission, close under your hand and seal, to us in

our Circuit Court for Anne Arundel County, sitting as a Court of Equity, with all convenient speed

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 22d day of January, Anno Domini, 1855

N H Green Clk

Commissioner's Oath

You shall, according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of the parties, take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the Commission hereunto annexed, upon the interrogatories now, or which may hereafter, before the said commission is closed, be produced to and left with you, by either of the said parties. So help you God.

Sworn to before the subscriber a Justice of the Peace for the City of Baltimore. This 22nd day of February eighteen hundred and fifty five.

L M Bennett.

State of Maryland,

Baltimore City, Sct

I hereby certify that Lewingston M Bennett Esquire before whom the annexed affidavit was made and who has thereto subscribed his name was at the time of so doing a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn.

In testimony whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City this twenty second day of February A.D. 1855.

Edwd Dorsey Clerk of the Superior Court of Baltimore City.

The execution of this commission appears by certain schedules thereunto annexed

Daniel M Thomas, Commissioner (Seal)

Andrew Armstrong vs Louisa Alexander, Owen M Taylor, Marmaduke M Conner and others	In the Circuit Court for Anne Arundel County

Notice is hereby given to the parties, that the subscriber will attend at his office, No 44 Law Buildings on the

City of Baltimore, on Friday the sixteenth day of March instant, at the hour of twelve, Meridian, for the purpose of executing a Commission from the Circuit Court for Anne Arundel County, empowering him to examine evidences in this Cause.

Witness my hand this tenth day of March, eighteen hundred and fifty five

Daniel M Thomas Commissioner (Seal)

Service admitted 12th March 1855 A. Randall for Defts

B. N. B. Worthington for Compts March 12th 1855

Andrew Armstrong vs Louisa Alexander and others	Circuit Court for Anne Arundel County In Equity

Take notice,

that thursday Feby 22nd 1855, at 12 o'clock M. at the office of Daniel M Thomas in the City of Baltimore is appointed to take testimony in this Cause under the commission issued to said Daniel M Thomas by agreement.

T. Randall & Hagner
Solts for Defts

B. N. B. Worthington
Compts

Service admitted this 20. Feby 1855 Randall & Hagner

Andrew Armstrong vs Louisa Alexander & others	Circuit Court for Anne Arundel County sitting as a Court of Equity

Look at the paper marked exhibit A A. No 1 and state whether or not you know ainy thing of the sales and delivery of the articles therein mentioned, and whether or not the same is a correct account of the dealings of the Complainant A. Armstrong and the defendant Louisa Alexander, so far as relates to the sale, delivery and prices of said articles, and state the opportunities you may have for knowing the same.

B. N. B. Worthington Solt
for Compt

A. B. Hagner Esq
defts Solt in the above Cause

May 21st 1855
Dear Sir,

The above is the Complainant's interrogatories to be filed and sent with the commission to take testimony issued by agreement to D. M. Thomas of Balt City, to be propounded to the witness or witnesses that may be produced before said commissioner by the Complainant on the day which

the said commissioner may notify the parties of opening the commission
B W B Worthington for Compt
Service admitted of this Interrogatory, 21st Jany 1855.
Randall & Wagner.

At the execution of the annexed commission issued out of the Circuit Court for Anne Arundel County sitting in Equity, and to me directed, and empowering me to examine witnesses in the Cause depending in the said Court between Andrew Armstrong Complainant, and Louisa Alexander, Owen M. Taylor, Marmaduke B. Conner and others defendants, I, Daniel M. Thomas, the Commissioner therein named, having met on the twenty second day of February at twelve o'clock, M. at my office, pursuant to previous notice thereof given to the defendants by the Complainant, and having taken the oath annexed to the said commission, did proceed ~~and~~ then and there to take the following depositions to wit: the Complainant's Counsel having first filed, exhibit A A. No1, and an admission of ~~notice~~ notice to the defendants of the execution hereof, both of which are herewith returned.

James Hackett, a witness of lawful age produced on the part of the Complainant, being duly sworn and examined to the Interrogatory and filed with the Commissioner by the Complainant, and herewith returned, deposes and says

That he commenced living with Mr Armstrong on the first day of April eighteen hundred and fifty two.

He found that there was at that time on Mr Armstrong's books, an open account against Mrs Alexander. Deponents position was to keep the books, and take a general observation of the business of the store as far as practicable.

Mrs Alexander continued her dealings with ~~A~~ Mr Armstrong uninterruptedly from that time up to some time in November eighteen hundred and fifty three, buying goods and sending remittances on account of her purchases. Some time in November eighteen hundred and fifty three Deponents made out a statement of her account from the books and sent it to her; she wrote to say that the statement of the account was incorrect, but afterwards wrote to say that she believed the account was correct. After her account was balanced in November eighteen hundred and fifty three showing a balance against her of eleven hundred and twelve dollars and six cents, as it is stated in the exhibit A A No1, she professed a dislike to Captain Sands, and ordered her goods not to be sent by him in future

The bill of January the third eighteen hundred and fifty four was ordered by her, and the articles were sent to her under Deponents direction and superintendence, in the manner ordered by her.
The items of the articles then sent to her are correctly stated in Exhibit A. A. No 1. The bill of February the ninth, eighteen hundred and fifty four, which is also correctly stated in said paper, Deponent has a distinct recollection of having seen delivered.
He has the same knowledge also of the bill of April the eleventh, eighteen hundred and fifty four, which is also correctly stated in the said paper. The said paper marked Exhibit A. A. No 1. is a correct copy from the books of Mr Armstrong

The Commission then adjourned to meet again pursuant to further notice.

Friday 16th March 1855 = The Commission met this sixteenth day of March Eighteen hundred and fifty five, at my office in the City of Baltimore at twelve o'clock M pursuant to previous notice given by me to the parties, which together with the written admissions of service, by the parties is hereunto returned, at which time and place, I Daniel M Thomas the said Commissioner, did proceed to take the following depositions to wit;

Edwin L Parker Junior, a witness of lawful age, produced on the part of the Complainant being duly sworn and examined to the Interrogatory heretofore filed with the Commissioner by the Complainant and hereunto returned, deposes and says; That he was Book keeper to Andrew Armstrong from July the nineteenth, eighteen hundred and fifty one to may eighteen hundred and fifty two.
The bills contained in Exhibit A. A. No 1, from the nineteenth of July eighteen hundred and fifty one, to the nineteenth of December following, inclusive, are correct as charged in said Exhibit.
The orders were charged by Deponent on the order book, and the goods were delivered by the delivery Clerk, and the articles delivered, marked by him in the order book as delivered, and were then entered by Deponent in the Books.
The delivery Clerk at that time, named C. McKenzergrach, is now in California. These goods were delivered on written orders from Mrs Alexander, and the prices were entered in the or-

-der book generally by Mr Armstrong. The delivery Clerk's duty was to mark on the order book with a Cross, such articles as were delivered by him, and the items so marked, with the prices as fixed by Mr Armstrong were entered by Deponent in the Books. The bills for these articles were afterwards made out by Deponent from the books, and sent to Mrs Alexander

There being no other witnesses to be examined, and neither party desiring further time for the production of their evidences, the Commissioner closed the said Commission, and herewith returned the same under his hand and seal this sixteenth day of March eighteen hundred and fifty five.

Daniel M. Thomas (Seal)
Commissioner

Exhibit A. A No 1

Filed this 22nd day of Feby 1855 before the Commission and returned therewith by

Daniel M Thomas
Commissioner

1857								
Augt 23	In 4	Bbls	Rut Whiskey	162 Gls	@ 28¢	45	36	
" "	" 2	do	Old Rye do	72½ "	@ 50	36	25	
"	" 2	do	N E Rum	80½ "	@ 32	25	76	
"	" 2	do	Com Brandy	79½ "	@ 40	31	80	
"	" 26	Gls	Best Cognac	ditto	@ 1.23	32	00	
"	" 1	Bbl	Com Gin	36 Gls	@ 33	11	88	
"	" 1	do	Anisea Cordial	37 "	@ 35	12	95	
"	" 3	"	Supt F. Flour		@ 5¾	17	25	
"	" 1	"	Sugar	267 lbs	@ 6½ ℔ Bbl	17	60	
"	" 1	"	No 3 Mackerel			6	00	
"	" 1	"	" 1 Herrings			5	00	
"	" 1	Box	Soap	82 lbs	@ 4½ ℔ B	3	94	
"	" 1	do	Small Barr do	77 lbs	@ 4½ ℔ B	3	70	
"	" 2	do	Tal Candles	80 lbs	@ 12¢ ℔ B	10	10	
"	" 2	do	Sept do	102	@ 11 ℔ B	11	72	
"	" 1	Box	Pipes			1	00	
"	" ½	do	5s Tobacco	105 lbs nett	@ 20¢	21	00	
"	" 1½	do	12s do	56 lbs	18¢	10	08	
"	" 205 lbs		Midly & Sh. Bacon		6¢	12	30	
"	" 1		Small Cheese	27 lbs nett	9¢	2	43	
"	10 lbs		V.H. Tea		50¢	5	—	

Aug 23	To 2 Kegs No1 Lard 117#	c 8¢	9	36		
	Drayage		1	25	334	24
Sept 13	" 1 Chese 24# @ 8¢	$1.92				
"	" 1/2 Nutmegs	50	2	42		
	Cr By Cash		2	25		17.
Oct 11	" 1 Bbl Sugar 258# @ 7 3/4 ¢ lb	19 99				
"	" 1 Box Chese 29# c 8¢	2.32	22	31		
	Cr By Cash		3	—	19	31
Dec 17	" 7 Bbls Whiskey 262 1/2 Gls	@ 30¢	79	05		
"	" 4 " Cow Brandy 150 "	c 40	60	00		
"	" 3 " N E Rum 117 "	@ 33	38	61		
"	" 5 " Old Rye Whiskey 202 1/2 G	@ 50	101	25		
"	" 1 " Cider Vinegar 38 Gls	@ 14	5	32		
"	" 2 Boxes Chese 68#	@ 8¢	5	44		
"	" 4 Kegs Lead 206# Nett	9¢	18	54		
"	" 57# 12s Tobacco	25¢	12	75		
"	" 53 5s do	28¢	15	40		
"	" 1		336	36	$352	72
"	" 1 Box Ginger 30# @	9¢ ¢ lb	$ 2	95		
"	" 1 do Gin Pepper 35#	9¢ ¢ lb	3	40		
"	" 2 Bbls Sugar 481#	6 1/2 ¢ lb	31	76		
"	" 400# Side & Sh Bacon	8¢	32	—		
"	" 209 Soles	5 1/2	11	50		
"	" 1 Box Chocolate 25#	c 9¢ ¢ lb	2	50		
"	" 1 Bag Coffee 160#	c 11 1/2 ¢	18	40		
"	" 1 Bbl No1 Mackerel		12	00		
"	" 1 do No2 do	10 1/2	10	50		
"	" 1 do Herrings		5	00		
"	" 2 Boxes Mo Candles 80#	11 1/2 ¢ lb	9	70		
"	" 1 do Dipt do 51#	10 1/2 ¢ lb	5	61		
"	" 1 do Mustard 2 doz		2	25		
"	" 12 Lbs No2 Sugar 46#	c 10	4	60		
"	" 2 Bags Shot	1.50	3	00		
"	" 1 Keg F. Powder		5	00		
"	" 1 Tierce Molasses 63 Gls	30¢	19	50		
"	" 1 Sack G. A. Salt		1	25		
"	" 1 Doz Brooms		2	—		
"	" 1 " Painted Buckets		2	—		
	"	Drayage	1	50	522	78
Nov 9	" 1 Bbl Rut Whiskey		11	10		

			Drayage	$	19	11	29
Nov 9	To 1 Bbl Old Rye Whiskey	41 G	c 50¢		20 50		
			Drayage		19	20	69
" 29	" 2 Sacks Fine Salt		2.=		4 00		
"	" 1 Bbl Whiskey	38 Gls	c 31¢		11 78	15	78
Dec 11	" 3 Boxes cheese	129 lbs			10 32		
"	"	Cr By Cash			3 00	7	32
13 1851	" 1 Bbl Old Rye Whiskey	41 Gls	50¢			20	50
June 24	" 1 Bbl Rut Whiskey	34 1/2 "	25		8 63		
"	" 1 " No 1 Mackerel				6 —		
"	" 1 " Herrings				5 25		
"	" 4 lb Rappee Snuff		18¢		72		
			Drayage		19	20	79
July 12	" 1 Bbl Rut Whiskey	40 G	c 27¢		10 80		
			Drayage		13	10	93
						983	80
19	" 100 lb Shoulder Bacon		c 8¢	$	8 00		
"	" 102 lb Side do		c 9 1/2		9 69		
"	" 6 Hams 77 lb		c 12¢		9 24		
"	" 1 Bbl Whiskey	41 Gls	@ 26¢		10 66		
	" 1 " Herrings				5 25		
	"		drayage		25	43	09
22	" 1 Bag Coffee	159 lb	@ 9 1/2			15	10
Aug 8	" 38 lb Rice		c 3 3/4 ¢ lb		1 38		
	" 5 lb G P Tea		50¢		2 50		
	" 28 lb 5 oz Tobacco		30¢		8 40		
	" 15 lb Cavendish do		35¢		5 25		
	" 5 lb Scotch Snuff		16¢		80		
	" 10 lb Starch		8¢		80		
	" 5 lb Rappee Snuff		16¢		80		
	" 1 Box Mc Candles	40 lb	11¢ ¢ lb		4 65		
	" 1 Keg, Lard	67 lb	12¢		8 04		
	"		drayage		18	32	80
22	" 1 Bbl Old Rye Whiskey	40 1/2 G	c 50¢		20 25		
"	" 2 do Rut do	70 "	c 27		18 90		
"	" 1 do Sweet Wine	32 "	c 50¢		16 00		
	" 1 do Corn Gin	38 1/2 "	35¢		13 48		
	" 1 do No 3 Mackerel		5 1/2		5 50		
	" 1 do Sugar	257 lb	c 5 3/4 ¢ lb		14 62		
	" 10 lb Washing Soda		5¢		50		

Aug 22	To 103 lbs Shoulder Bacon		8 1/2 ¢		8	75		
"	" 2 Gross Matches		1.00		2	=		
"			Drayage			25	100	25
Sept 6	" 1 Bbl Old Rye Whiskey	36 Gls	@ 75¢		27	00		
"	" 1 " Rut do	34 1/2 "	@ 27		9	32		
"	" 1 " Cheese	38 lbs	@ 8 1/2		3	23		
"			Drayage			25	39	80
Oct 4	" 2 Bbls Rut Whiskey	78 Gls	@ 26¢		20	28		
"	" 1 do No 4 Mackerel				5	50		
"	" 1 Cheese	46 lbs	8 1/2		3	91		
"	" 1 Keg Butter	52 lbs	22¢		11	44		
"			Drayage			25	41	38
17	" 1 Bbl Old Rye Whiskey	41 1/2 Gls	50¢		20	75		
	" 1 do Rut do	42 "	26¢		10	92		
	" 1/2 Box 5s Tobacco	52 lbs nett	@ 25¢		13	00		
			drayage			25	44	92
Nov 12	" 2 Bbls Whiskey	79 1/2 Gls	@ 26¢		20	67	130	14
	" 1 do Old Rye	37 1/2 "	@ 50		18	75	20	42
	" 1 do N. E. Rum	39 "	@ 32		12	48		
	" 1 do Mackerel				5	25		
	" 1 Box Cheese	59 lbs	@ 8 1/2¢		5	02		
	" 1 Keg Butter	52 lbs	20¢		10	40		
	" 20 lbs Crushed Sugar		10¢		2	00		
			Drayage			25	74	82
Dec 10	" 6 Bbls Whiskey	209 1/2 Gls	25¢		52	38		
	" 4 " Old Rye do	142 "	50		71	00		
	" 1 " Sugar	247 lbs	5 1/2 ¢ Bbl		13	83		
	" 1 Bag Rio Coffee	159	9 1/2		15	11		
	" 2 kegs Leard	91 lbs	11¢		10	01		
	" 30 lbs Crushed Sugar		10¢		3	00		
	" 10 lbs G. A. Tea		50¢		5	00		
	" 2 Boxes Cheese	100 lbs nett	8 1/2		8	50		
	" 1 Box Pipes				1	00		
	" 1 Tub Leard	36 lbs	11¢		3	96		
			Drayage			75	184	54
19	" 15 Gls Lamp Oil		@ 85¢ ⊕ Keg		14	25		
	" 1 Bbl Dom Brandy	38 Gls	@ 35¢		13	30		
	" 2 do Whiskey	71 "	26¢		18	46		
	" 2 do N. E. Rum	85 1/2 "	32¢		27	36		
	" 202 lbs Sht & Side Bacon		10¢		20	20		

Dec 19	To 1 Bbl Sugar	263#	6 1/2 ¢ Bbl	$ 17	34	
	" 1 O.R. Whiskey	40 1/2 Gls	50¢	20	25	
	" 1 " " "	39 "	c 75¢	29	25	
	" 108# Tobacco		c 25¢	27	00	
	" 2 Boxes Cheese	99#	8¢	7	92	
	" 15# Scotch Snuff		20¢	3	00	
	" 10# Rappee do		20¢	2	00	
	" 1 Box McCandles	39#	c 11¢ ∂ Box	4	54	
	" 1 do Dipt	57 1/2#	c 10¢ Box	5	40	
	" 2 " Matches		1.00	2	00	
	" 1 do Mustard	2 doz		2	25	
	" 100# Soles		c 7¢	7	00	
	"		Drayage		50	222 02
1832 May 5	" 6 Casks Ale		1.75	+		10 50
	"					$ 1793 02
June 29	" 1 Bbl Mackerel No 3			$ 7	25	
	" 1 do Herrings			5	25	
	" 1 do Old Rye Whiskey	37 Gls	@ 75¢	27	75	
	" 1 do do "	36 "	@ 50	18	00	
	" 3 do Rut do	111 1/2 "	c 25	27	88	
	" 1 do Dom Brandy	37 "	@ 35	12	95	
	" 1 do Sugar	273#	@ 5¢ ∂ Bbl	13	90	
	" 1 do do	263	c 6 1/2 ∂ Bbl	17	35	
	" 3 do Supr. F. Flour		4 3/4	14	25	
	" 20# Crush'd Sugar		10¢	2	00	
	" 1 Bag Coffee	162#	10¢	16	20	
	" 1 Box Cheese	44#	9¢	3	96	
	" 102# Side Bacon		11¢	11	22	
	" 101 Sht do		10¢	10	10	
	" 1/2# Nutmegs		1.25		63	
	" 10# Washing Soda		5¢		50	
	" 1 Box G.H. Tea	13#	50¢	6	50	
	" 3 Hams	41#	12¢	4	92	
	" 1 Doz Brooms			1	50	
	" 1 " Painted Buckets			2	00	
	" 15# Cavendish Tobacco		25¢	3	75	
	" 500 Segars		8.=	4	—	
	" 1 Bbl Vinegar	39 1/2 Gls	14¢	5	53	
	" 1 Keg Lard	68#	c 11 1/2 ¢	7	82	
	"		Drayage	1	00	226 21

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Aug 2	To 30 ᵗ Rice		@ 5¢ ℔ Bag	$ 1.	75		
	" 152 ᵗ Sh ᵈ Bacon		10¢	15	20		
	" 1 Gross Matches			1.	00		
	"		Drayage		12	18.	07
23	" 1 Bbl No 1 Herrings			5	63		
	" 1 do " 3 Mackl			7	50	13	13
Sept 15	" 200 ᵗ Shoulder Bacon		10¢	20	00		
"	" 100 ᵗ Side do		11¢	11	00		
"	" 3 Bbls Whiskey	144 Gls	28¢	31.	92		
"	" 1 do Old Rye do	40½ "	50¢	20	25		
"	" 1 do Wh Rum	41 "	32¢	13	12		
"	" 1 do Gin	36½ "	35¢	12	77		
"	" 1 do Sugar	266 ᵗ	@ 6½ ℔ Bbl	17	54		
"	" 1 " Do	270	@ 5½ ℔ B	15	10		
"	" 2 " Supr F. Flour		4 75	9	50		
"	"			157	20	$2050	43
"	" 2 Boxes Mdl Candles	79 ᵗ	c 13½ ℔ B	$ 11.	17		
"	" 1 do Dipt	57 ᵗ	c 12½ ℔ B	6.	63		
"	" 1 do Soap	73 ᵗ	@ 4½	3.	29		
"	" 1 do Pipes			1.	00		
"	" 2 Gross Matches		1.—	2.	00		
"	" 30 ᵗ Crushed Sugar		9½¢	2.	85		
"	" 1 Bbl C Cordial	42½ Gls	c 30¢	12.	75		
"	" 1 Sack Fine Salt			1.	75		
"	" 1 Box Cheese	48 ᵗ	c 9	4.	32		
"	" 30 ᵗ 5 ᵗ Tobacco		25¢	7	50		
"	"		Drayage		50	204.	96
Oct 12	" 1 Bbl Old Rye	42 Gls	@ 50¢	21.	00		
"	" 1 Keg Lard	48 ᵗ	12¢	6.	24	27.	24
Nov 10	" 3 Bbls Whiskey	115 Gls	28¢	32.	20		
"	" 300 ᵗ Sh ᵈ Bacon		10	30.	00		
"	" 2 Bbls Old Rye Whiskey	84 Gls	50¢	42	00		
"	" 3 " Supr Flour		5.—	15.	00		
"	" 1 Box Cheese	37 ᵗ	10¢	3.	70		
"	" 1 Keg Lard	46 ᵗ	13½¢	6	21		
"	" 1 " Butter	70 ᵗ	22¢	15.	40		
"	" 150 ᵗ Side Bacon		11¢	16.	50		
"	" 1 Bag Coffee	163 ᵗ	9½¢	15	49		
"	" 1 Bbl Rum	39½ Gals	32¢	12.	64		
"	" 1 Dom Brandy	36½ "	40¢	14.	60		

1852								
Nov 10	To 500 Segars		7 50	3	75		
	" 50# Rice		6¢	3.	00		
			Drayage		75	211	24
" 20	" 1 Box Cheese	35#	c 10¢			3.	50
Dec 15	" 1 Box G A Tea	14 1/2#	c	7.	25		
"	" 6 Bbls Whisky	225 Gls	c 30	67.	50		
"	" 4 " O K. Do	168 "	50¢	84.	00		
"	" 6 " Flour		5.50	33.	00		
"	" 2 " N E Rum	81 "	.33¢	26.	73		
"	" 2 " Dom Brandy	72 "	40¢	28.	80		
"	" 1 " Herrings			5.	00		
"	" 1 " No 3 Mackerel		8.25	8.	25		
"	" 1 " " 4 Do			7.	75		
	" 1 " Sugar	262#	c 5 1/4 ¢ lb	14.	01		
"	" 1 " Do	263#	c 6¢ ¢ lb	16.	03		
"	" 5 Kegs Lard	301#	c 14¢	42.	14		
"	~~" 3 Kegs Butter~~	~~172#~~		340.	46	$2497.	37.
"	" 3 Kegs Butter	172#	c 30¢	51.	60		
"	" 1 Box 5s Tobacco	106#	20¢	21.	20		
"	" 1 " Mustard		2.00	2.	—		
"	" 1 " Grd Pepper	34#	10¢	3.	40		
"	" 1 " Black Tea	36	30¢	10.	80		
"	" 2 " M d Candles	80#	c 13¢ ¢ Box	10.	90		
"	" 2 " Sift Do	102#	12 1/2 ¢ Box	13.	00		
"	" 1 " Soap	107#	4 1/2 ¢ Box	5.	06		
"	" 5 " Cheese	187#	10¢	18.	70		
"	" ~~Box Chocolate~~		Drayage	1.	50		
"	" 1 Box Chocolate			2.	50		
"	" 1 " Pipes			1.	00		
"	" 1 Gross Matches			1.	00		
"	" 301# Sht Bacon		10¢	30.	10		
"	" 217# Soles		8¢	17.	36		
	" 6 Hams	64#	14¢	8.	96		
	" 208# Side Bacon		11¢	22.	88		
	" 30# Crushed Sugar		9¢ ¢ Bag	2.	95		
	" 1 Box Soda	20#	10¢ ¢ Box	2.	25		
	" 1 do Starch	36#	7 1/2	2.	70		
	" 2 Bags Shot		1.50	3.	00		
	" 1 Doz Brooms			2.	00		
	" 1 " Buckets			2.	25		

550

Dec 15	To 1 Nutmegs			1	25		
"	" 2 Fig Blue		37½¢		75		
"	" 1 Sack Fine Salt			2.	00		
"	" 1 " G. A do			1.	34		
	"		Drayage		50	583	44
						3180	81
1853	"					57	37
Nov 30	" Interest to date					$3138	18
	"						
1850	" —— Credits ——						
Sept 10	" By Cash			34	24		
21	" " Cash			30.	00		
Oct 11	" Cash			50.	00		
22	" Cash			40	—		
Nov 16	" Cash	Nov 9 $40 = 50		90	—		
Dec 11	" Cash	Nov 28 $20 Dec 11 50		70	—		
1851 Jany 21	" Cash			80	—		
Feby 19	" Cash			100	—		
Apr 2	" Cash			100			
				594.	24	$3138	18
May 10	" Cash			20.	00		
22	" 5 empty Barrels _ 12½	$.63					
	" 6 " Boxes _ 25	1.50		2.	13		
20	" Cash			30.	00		
24	" Cash			50.	—		
July 12	" Cash			49	50		
13	" Cash			45	—		
Aug 7	" Cash		$50				
22	" Cash		55	105	—		
Sept 22	" 1 Bag returned			"	25		
22	" Cash			40	" —		
Oct 10	" Cash			50	" —		
Nov 6	" Cash			70	" —		
12	" Cash			50	" —		
20	" Cash			30	" —		
Dec 10	" Cash			50	" —		
1852 Jany 5	" Cash			10	"		
13	" Cash			100	"		
29	" Cash			110	"		
Feby 10	" Cash			100	"		
Mar 18	" Cash			50	"		

1853							
Apr 27	By Cash			50	00		
Aug 2	" Cash			40	00		
24	" Cash			40	00		
Sept 15	" Cash			50	00		
Nov 10	" Cash			100	00		
1853 Apr 14	" Cash			50	"		
May 20	" Cash			40	"		
July 12	" Cash			100	"	2026	12
	Balanced due 30 Nov 1853 and carried to folio 9					$1112	06
Nov 30	To Balance due this day					1112	06
1854 Jany 3	" 2 Bbls Whiskey	75 Gls	32¢	$24	" -		
	" 1 Bbl Old Rye	41 1/2	50	20	75		
	" 20lb Bacon		9¢ lb	18	34		
			drayage		25	63	34
Feby 9	" 25lb Rice		4 1/2	1	12		
	" 18 1/2 Gls Molasses		30	5	55		
	" 25lb Tobacco		20	5	00		
	" 1 Gross Matches			1	"		
	" 25lb Rio Coffee		12 1/2 ¢ lb	3	38	16	05
Apr 11	" 1 Bbl Flour			8	25		
	" 1 Doz Brooms			2	00		
	" 1 Box Candles	40	- 16	6	40		
	" 1 Box Pipes		- 1	1	00		
	" 1 Box Soap	82	- 5	4	10		
	" 202lb Bacon		8 1/2	17	17		
	" 2 Doz Blacking		37 1/2		75		
			drayage		25	39	92
						1231	37
	Int to 1 July 1854					36	18
						$1267	55

Credits

1854				
Jany 4	By Cash	75	00	
9	" Cash	50	00	
Feby 3	" Cash	20	-	
10	" Cash	10	-	
Mar 8	" Cash	30	-	
22	" Cash	25	-	
Apr 11	" Cash	25	-	
May 24	" Cash	10	-	

552

1834 July 11	By Cash	22	55		
24	" Cash	15	—	282	53
	Due A. Armstrong			$983	00.

And afterwards to wit on the 4th day of April 1853 Nich Brewer of Jno the Commissioner as aforesaid made return of his said Commission with the proceedings under the same in the words following to wit.

"Maryland Sc.

The State of Maryland.

To Nich Brewer of Jno and Brice N B Worthington of Anne Arundel County, Greeting:

Know that we have appointed you to be our Commissioner, to examine evidences in a cause depending in our Circuit Court for Anne Arundel County, sitting as a Court of Equity between Andrew Armstrong Complainant and Louisa Alexander Owen M Taylor, Marmaduke W Comer and others Defendants. We therefore require you, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this commission, that at such time and place as to you shall seem convenient, you cause to come before you all such evidences as shall be named and produced to you by either the plaintiff or defendants; and that you examine them on their corporeal oaths, to be by you administered upon the Holy Evangely of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you cause notice to be given to the parties, or their attorneys, of the execution of this commission, before you execute the same; and having reduced the depositions of the witnesses so taken by you, into writing, you send the same, with this our commission, close under your hand and seal, to us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, with all convenient speed

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 22nd day of January Anno Domini, 1853

Nich H Green Clk.

(13)

Andrew Armstrong
vs
Louisa Alexander and others

Circuit Court for Anne Arundel County.
sitting as a Court of Equity

Complainant's special interrogatories to Edward Sands
1st Look at the paper now shown you marked exhibit A. A No 1. purporting to be an open account for goods, sold to the defendant Louisa Alexander by the complainant Andrew Armstrong do you know any thing about the dealings of the said parties therein referred to, state all you know about them, and your means of knowing and particularly in reference to the amount at any date mentioned in said account as a balance due. 3
2nd Look at the paper now shown you marked exhibit A A No 3. and state whether the signature of Edward Sands a witness thereto is in your hand writing, state in whose presence the said signature was written, and whether any thing was mentioned at the time of the balance therein mentioned of nine hundred and eighty five dollars. if yea by whom, and what was said in reference thereto?
3d Do you or not know whether the defendant Louisa Alexander is the owner or possessor of any other property than that mentioned in exhibit A A No 2. being the deed from Louisa Alexander to Owen M. Gaylor and Marmaduke W. Bonner mentioned in the bill in this cause, if yea, state of what description is said property, and the value thereof.
4th Do you know whether or not the said Louisa Alexander owes any other debts than ~~which~~ what is or may be due to the complainant Andrew Armstrong, if yea, state to whom said debts are due, and the amounts.

B. G. B. Worthington
Solr for Complt

Filed January 26th 1853. N Brewer of Jno Bonnum

Armstrong
vs
Alexander and others

In Equity

Defendant's cross Interrogatory to be propounded to Edward Sands a witness for Complainant
1st In your reply to the 2nd Interrogatory of Complainant, you have referred to a conversation in your presence in reference

to the Exhibit A. A No 3.— State all now all the conversation that passed in your presence on that occasion

Randall & Sager
Solts for Defts

Filed January 26th 1855 N Brewer of Jno Commr

Andrew Armstrong vs. Louisa Alexander & others	Circuit Court for Anne Arundel County In Equity

Complainants Interrogatories

1st Are you acquainted with the parties to this cause, if yea state which of them, their residences ages, and their relations to each other if any?

2nd What was the occupation of the defendant Louisa Alexander in July 1854? Had the defendant Owen McTaylor any connexion with the business of the said Louisa Alexander at that time or before or since, if yea, state in what respect.

3d Look at the papers marked exhibits A. A No 4, A. A No 5, A. A No 6, A A No 7, & A A No 8, and state if you know in whose hand writing the said papers are written, and your means of knowing? or of your opinion in that respect?

4th Do you know whether the defendant Louisa Alexander is the owner of any property, other than that described in exhibit A A No 2. Now shown you if yea state of what said property consists, and the value of the same?

5th Look at the paper now shown you marked exhibit A. A. No 3, and state if you know, in whose hand writing the signature of Owen M Taylor thereto, is written, and your opportunities of knowing?

B. W. B Worthington for Complt

At the execution of the annexed commissions out of the Circuit Court for Anne Arundel, sitting as a Court of Equity, and directed to Nich A Brewer of Jno A Brice W B Worthington and empowering them to examine evidences, in the Cause depending in the said Court, between Andrew Armstrong as Complainant and Louisa Alexander Owen M Taylor, Marmaduke M Comer and others as defendants, I N Brewer of Jno one of the Commissioners therein named, having met on the 26th day of January 1855 at the Office of Brice W B Worthington in the City of Annapolis at 10 o'clock A.M. pursuant to previous notice thereof given to the said parties, did proceed then and there to take

the following depositions to wit.
Edward Lands a witness of lawful age, produced on the part of the Complainant being duly sworn and examined to special interrogatories filed with the Commissioners and herewith returned, deposes and says.
To the 1st Interrogatory, that this deponent was captain of a packet during the date of that account, from eighteen hundred and fifty to Augt eighteen hundred and fifty four, that Mrs Alexander one of the defendants kept a grocery store and that deponent brought her freight. That she dealt with the Complainant Andrew Armstrong and that this deponent brought the goods purchased by her of the Complainant Armstrong, and that the goods brought by this deponent were of the description mentioned in the account marked Exhibit A A No 1 now shown this deponent. That this deponent has at different times carried money to the Complainant Armstrong from the defendant Mrs Alexander some times enclosed in a letter and some times given to deponent to pay him Armstrong. That about two years or eighteen months since, the Complainant Armstrong sent to the defendant Mrs Alexander an account, and that she sent for deponent and told him that she did not think that she owed Armstrong as much money as stated in said account. That before this, the defendant Mrs Alexander had several times asked this deponent to request Armstrong, the Complainant to send her his account against her. That deponent asked Armstrong and Mr Hackett his clerk several times to furnish her with his Armstrong's account against her, and that they neglected or delayed doing so, but at length sent one to the defendant Mrs Alexander. That when this deponent went to see the defendant, Mrs Alexander, she asked deponent to look over the statement furnished her by Armstrong, and brought deponent her bills and receipts That this deponent examined her account and found it correct, except some barrels and boxes, which had been returned Armstrong and not credited by him, amounting to about five dollars, and that the amount of the balance then due Armstrong was between ten and eleven hundred dollars, as well as deponent recollects. That the defendant Mrs Alexander said that she was surprised that it was so much. She said that if the cash payments had been appli-

-ed to the general account, instead of the account for new goods purchased, it would not have been as much as the interest would not have been so large, and that she Mrs Alexander said after deponent had examined the bill and receipts, that she was satisfied except as to the barrels and boxes above mentioned, which deponent says she out to have credit for.

2d Interrogatory, That paper marked Exhibit A. A. No 3. being shewn witness, he deposes and says that the signature of Edward Sands is in this deponent's hand writing and that deponent wrote it in the presence of Mrs Alexander, Owen McTaylor and the Complainant Armstrong, at Mrs Alexander's house. That Armstrong told Mrs Alexander that he had brought this deponent as a witness to the correctness of the amount due him, Armstrong, and mentioned it to be ($985.-) Nine hundred and eighty five dollars, which she admitted to be correct, and this deponent thinks that Owen McTaylor also told her that, the amount was ($985.-) Nine hundred and eighty five dollars, and that all that is on Exhibit A. A No 3. was written before this deponent signed it

3d Interrogatory, Exhibit A. A. No 2 being shewn witness, he deposes and says that the defendant Mrs Alexander owns no other property, than what is mentioned in said Exhibit, as far as this deponent knows, except perhaps about a hundred dollars worth of personal property in the store and furniture in her house worth about fifty dollars.

4th Interrogatory, That deponent does not know that Mrs Alexander the defendant, owes any other debts, than the due due the Complainant Armstrong, and about sixty dollars due to his deponent.

Whereupon the Counsel for the defendants exhibited his cross interrogatory to be put to said witness, which is herewith returned, and said witness being examined thereon, deposes and says.

To the 1st Cross Interrogatory, That the Complainant Armstrong came to this deponent's store, and told deponent, that he had got the old woman, Mrs Alexander, to consent to give him three notes, at one, two & three years, and asked this deponent, to go with him to her house, to witness this paper being Exhibit A. A. No 3 which the Complainant, Armstrong

then held in his hands. That this deponent went with him and Armstrong told Mrs Alexander, that he had brought deponent to witness this paper being Exhibit A. A No 3 which Armstrong then held in his hand. That Armstrong the Complainant, then handed the said paper to this deponent and that deponent read it, and Armstrong stated that the amount was ($985.) Nine hundred and eighty five dollars. Mrs Alexander then said that she would sign the notes for one, two, and three years, if he, Armstrong would let her have more goods, as he had promised, That Armstrong said, that he had not the notes with him, but that he would send the notes down from Baltimore, and that when she had signed them, that he would let her have more goods, that he was always the friend of the widow.

February 15th 1855 the Commission met pursuant to notice. Present B. I. B. Worthington Compl's Solr & A. B. Hagner Deft's Solr. William Bryan a witness of lawful age, produced on the part of the Complainant being duly sworn and examined to Interrogatories, filed with the Commission and herewith returned, deposes and says

To the 1st Interrogatory, That deponent is acquainted with Louisa Alexander, Owen M. Taylor and Marmaduke W. Cowper and two of Owen M. Taylor's sons who are minors, but does not know their names.

To the 2d Interrogatory, That the defendant Mrs Louisa Alexander kept in July 1854 a grocery store, That deponent does not know that Owen M. Taylor had or ever has had an interest in said store, but that he acted as the agent of his mother Mrs Alexander by which, deponent means, that he acted as her son, and transacted her business and did writing for her and that she Mrs Louisa Alexander was generally present. That this deponent has frequently had business with Mrs Louisa Alexander the defendant, while this deponent was Sheriff of the County and upon these occasions, her son Owen M. Taylor always acted for his mother Mrs Louisa Alexander. This deponent knows nothing further of the agency of Owen M. Taylor.

To the 3d Interrogatory ~~Said~~ Exhibits A. A No 4. 5 6 7 8. being shown this deponent, he says they are all in the handwriting of Owen M. Taylor, That deponent has frequently seen Owen

M Taylor write, and that deponent is well acquainted with his handwriting
To the 4th Interrogatory, Exhibit A.A. No 2 being shewn this de-
-ponent, he says, that he does not know of any other property owned by said defendant Mrs Louisa Alexander other than that described in said Exhibit A.A. No 2 being the house and lot where she now resides
To the 5th Interrogatory, Exhibit A.A. No 3 being shewn this de-
-ponent, he says that the signature of Owen M. Taylor to the same is in the handwriting of said Owen M Taylor.
Thomas Ireland a witness of lawful age produced on the part of the Complainant, being duly sworn and examin-
-ed to Interrogatories, filed with the Commissioner and herewith returned, deposes and says
To the 1st Interrogatory, That this deponent is acquainted all the parties to this case except Augustus S Taylor and Alice Taylor, That the defendants James S Taylor, Owen M. Taylor Jr Charles W Taylor, & Louisa A. Taylor are the minor children of the defendant Owen M Taylor and grand chil-
-dren of the defendant Louisa Alexander
That deponent is under the impression that the defendants Alice Taylor and Augustus T Taylor are the infant children of John T. Taylor deceased, brother to the defendant Owen M. Taylor, and grand children to the defendant Mrs Louisa Alexander. That Owen M Taylor, Marmaduke W Conner and Louisa Alexander are all over twenty one years of age-
Rest of Interrogatories waived.-
And thereupon the Complainant's Solr informed the commis-
-sioner and A B Hagner the defendant's Solr that he had no further proof to produce under this Commission.
The Commission then adjourned to enable enable and give time to the defendants to produce proof.
March 28th 1855 The Commissioner gave notice to A B Hagner one of the defendant's Solr. and Brice T B Worthington the Com-
-plainant's Solr that he would meet at the office of B. T. B Wor-
-thington in the City of Annapolis on Friday March 30th 1855 at 10 o'clock A.M. for the purpose of taking any further proof that might be produced by either party.
At which time and place in pursuance of said notice the Commissioner attended for the said purpose. The Complain-

-ant's Colr being present, but none of the defendant's or their Solr. attended. And neither party desiring further time for the produc-tion of proof the said Commissioner closed the said Commis-sion and herewith returns the same under his hand and seal this 4th day of April 1855.

N Brewer of Jno (Seal)
Commr.

This Indenture made this twenty fourth day of July in the year of our Lord eighteen hundred and fifty four between Louisa Alexander (widow of the first part, the Children of my son Owen M. Taylor and Children, of my deceased son, John T Taylor all hereinafter to be named of the second part And Owen M Taylor and Marmaduke W. Conner Trustees for said Children of the third part all of the City of Anna-polis in Anne Arundel County and State of Maryland Whereas the said Louisa Alexander the grantor as afore-said is possessed of and owns Certain real Estate, on the Wharf in said City being the same property purchased by her of James Iglehart and duly conveyed to her by deed ~~and~~ bearing date the sixteenth day of August eighteen hun-dred and forty eight and recorded in Liber J.S.T No 3, Folios 397 & 98 one of the land record Books of Anne Arun-del County and Whereas the said Louisa Alexander having already made ample provision for her youngest son James A. Taylor now deceased, and his heir widow and by deed of gift bearing date the fifth day of Sept 1848 is desirous to provide for the Children of her other two sons, Owen M. Taylor and John T. Taylor. Now therefore the said Louisa Alexander for the natural love and affection which she hath and beareth unto her grand Children hereinafter to be named being Children of said Owen M. and John T. Tay-lor, and understanding that they the Children being infants, cannot ~~to~~ legally to possessed of the property herein to be convey-ed except through of intervention of a Trustee or Trustees is willing and desirous to execute these presents.

Now this Indenture witnesseth that the said Louisa Alexan-der for and in consideration of the sum of five dollars Cur-rent money of the United States to her in hand paid, the receipt whereof she doth hereby acknowledge hath given, granted bargained and sold and by these presents doth give grant

bargain and sell unto the said ~~Owen~~ Owen M Taylor and Marma-duke W Conner their heirs and assigns forever all that lot of ground and premises purchased as aforesaid of James Igle-hart together with the new frame dwelling erected on that part of said lot fronting on Prince Georges Street and in rear of the residence occupied at present by said Louisa Alexander and which is part of the property herein convey-ed. To have and to hold the said two Houses lots of ground and premises unto the said Owen M Taylor and Marmaduke W Conner Trustees as aforesaid in trust to and for the uses intents and purposes that is to say one half of the property conveyed by this Instrument for the use and benefit of James S. Taylor, Charles W Taylor Louisa A Taylor Owen M. Taylor Junr and any other Children the said Owen M Taylor (my son may hereafter have lawfully begotten to be equally divided between them should any of the aforesaid Children die, the portion coming to them shall go to the survivors The other half of my property herein conveyed to be equally divided among my deceased son John T. Taylor's Children: Alice S. and Augustus T. Taylor should either of them die his or her portion, is to revert to the survivor, but should they both die, their portions are to descend to the Children of my eldest Son Owen M. Taylor, share and share alike, considering that the widow and heir of my deceased son, James A. Taylor is amply provided for in the deed of gift already referred to and recorded in Liber S.H.H. No 3 folios 407. 408. & 409. one of the Land Record Books of Anne Arundel County it is my determination that they have, nor enjoy, no part of the property conveyed by these presents and that the interest they respective-ly hold under the above referred to deed of gift, in the event of their death is to descend to the Children of my Sons Owen M. Taylor and John T. Taylor, that is to say one half to the Children of the said Owen M Taylor and the other half to the Children of John T Taylor decd. it being my intention in giving said deed of gift to Harriet Taylor, James A. Taylor and his heirs that this property conveyed, at their death should come back to my other two Sons Children in the manner above de-scribed. I hereby reserve to myself a life Estate in the property Viz: I am not to pay any rent during my life, Owen M Taylor my Son is to represent the interest of his Children under this deed

and Marmaduke W. Conner to represent the interest of the children of my son John T. Taylor deceased. this property is conveyed by the grantor for no other use intent or purpose than is set forth in this deed the said Trustees have power after my decease to to dispose of the property in any manner they may deem most advantageous for the benefit of those concerned.
In witness whereof the said Louisa Alexander hath hereunto subscribed her name and affixed her seal the day and year first above written.
Signed Sealed and delivered
in presence of
John E. Stalker

Louisa Alexander (Seal)

On the back of the aforegoing was thus written to wit

State of Maryland Anne Arundel County
Be it remembered and it is hereby certified that on this twenty fourth day of July in the year of our Lord eighteen hundred and fifty four before the subscriber a Justice of the peace for said County and State personally appeared the within named Louisa Alexander she being known to me to be the person named and described as and professing to be the party to the foregoing deed or instrument of writing and doth acknowledge the same to be her act and deed

John E. Stalker

I hereby certify I this day received one dollar for stamp duty on this Instrument of writing agreeably to the act of Assembly of December session 1846 Ch. 61 Given under my hand this 25th day of July 1854.

N. H. Green Clk C. C for A. A Coty.

State of Maryland

Anne Arundel County set

I hereby certify that the aforegoing is a true Copy taken from Liber N.H.G. No 3. folios 538 &c. one of the Land Record Books of Anne Arundel County.
In Testimony whereof I hereunto set my ~~hand~~ name and affix the seal of the Circuit Court for Anne Arundel County this seventh day of September in the year eighteen hundred and fifty four.

N. H. Green Clk

Filed Jany 26th 1853. M Brewer of Jns Commr.

10

562

A A No 3

Mrs Louisa Alexander
To Andrew Armstrong

1854

July 1st	To amt of acct rend		$102.25
July 11th	By Cash	$ 22.53	
" 24	" Cash	15	37.53
			$985.

Annapolis 8th Sept 1854

This is the balance due A. Armstrong
this day. Louisa Alexander pr O.M. Taylor her agt
Witness Edward Sands

On this 4th day of april 1853 personally appeared before me the Clk Circuit Court for Anne Arundel County Andrew Armstrong, the holder of this instrument of writing and made oath that at the time of receiving the same he did not know of the requisition of this act requiring said Instrument to be stamped as provided by the act of 1844 ch 280, and the time of making the above affidavit, the said Armstrong has paid to me, the proper duty chargeable by law on the said Instrument of writing together with ten dollars in addition thereto in pursuance of the direction of said act of Assembly.

Sworn before
N.H. Green Clk Circuit Court for A. A. County.

Filed Jany 26th 1853. N Brewer of Jno. Commwth
Exhibit A. A. No 4

Annapolis July 3rd 1854.

Kind Sir, — Your respected favor in reply to a communication from me proposing certain measures whereby to close our dealings for the present, was duly received. I am sorry to say that I cannot consent to your proposition I am anxious to have your claim settled — and wish it was now in my power to "square up," but you know my situation. I again propose to give you the enclosed notes, and trust you will not object to receiving them, by way of closing our dealings up to the present time. — Should it please God to take me before the claim is settled; you are aware no doubt you will lose nothing — but in the event of your death before mine, (as life is very uncertain) I will be forced

at once into a settlement by my agreeing to your proposition, hence, this is one objection to my consenting. As I have often written you, I trust you will never have cause to question my honesty. Every cent I owe you shall be paid, and that too as quick as possible, and the only reason I want one, two, & three years is to have a certain limit. You will no doubt receive all in much less time, as it will be my ambition to send on remittances as quick and as fast as possible.

What I send, I want you to credit on the note at one year, as I want to commence paying on the first note, - which of course you will do.

- If you agree to this, return the notes, & sign the enclosed receipt & I will sign them and send them by Capt Wilson, - or otherwise you can hold on to the receipt until you received the notes signed - and then you can send it for the Captain.

- I will again reiterate, do not fix - be uneasy you shall have every cent due, but I cannot think of signing the note you sent.

Very Respy
Louisa Alexander

To Mr Andrew Armstrong.

P.S. These notes are only sent for your inspection - when returned they will be executed on stamped paper.

Filed 26th Janry 1833 N Brewer of Jno. Leonard

A. A. No 5

$340. 83/100 Annapolis July 1834.

Three years after date I promise to pay or cause to be paid to Andrew Armstrong of Baltimore or order the sum of Three Hundred and Forty dollars Eighty five cents for value received

Filed 26th Janry 1833. N Brewer of Jno. Leonard

A. A. No 6

Received Baltimore July 1834 of Louisa Alexander of Annapolis her three promissory notes bearing the above date at one, two, and three years for $340 83cts each, making in the aggregate the amt of $1022. 53cts which said notes when paid will be in full of all demands against her by me up to said July 1834.

Filed Janry 26th 1833. N Brewer of Jno Leonard

A. A. No 7

$340 85/100 cts Annapolis July 1854

Two years after date I promise to pay or cause to be paid to Andrew Armstrong of Baltimore, or order the sum of Three Hundred and forty dollars, Eighty five cents for value received

Filed 26th Janry 1853. N Brewer of Jno Leonard

A. A. No 8

$340 85/100 Annapolis July 1854

One year after date I promise to pay or cause to be paid to Andrew Armstrong, of Baltimore, or order the sum of Three Hundred and forty dollars Eighty five cents for value received.

Filed Janry 26th 1853 N Brewer of Jno. Leonard

Afterwards to wit on the 23rd May 1853 the Complainant filed in said Cause his exceptions to the admissibility of testimony.

Andrew Armstrong
vs
Louisa Alexander & others

Circuit Court for Anne Arundel County in equity

The Complainant by his Solicitor files exceptions to the admissibility of the testimony of the witness Edward Sands in answer to the defendant's cross interrogatory, so far as the same relates to the declarations or conversations of the complainant and the defendant Louisa Alexander in respect to the extension of the times of payment of the amount of the complainant's debt, and the giving of three notes at one two & three years &c

1st Because because the said declarations & conversations vary and contradict the terms of the written agreement contained in the exhibit marked A. A. No 3.

2nd Because they are offered for the purpose of proving an agreement which is void for want of consideration

B. W. B. Worthington Plff's solicitor

And afterwards to wit on the 1st day of November 1853 a Commission was issued to Brice N. B. Worthington and Richd. Brewer of Jno. Standing Commissioners to take testimony in said Cause.

Afterwards to wit on the 8th day of Feby 1856. Louisa Alexander one of the defendants by Randall & Stagner her solicitors files

in said cause exceptions to complainants testimony in the words following to wit

Andrew Armstrong
vs
Louisa Alexander & others | In Equity

Exceptions of Defendant Louisa Alexander to testimony adduced by complainant.

The Defendant Louisa Alexander prays leave to except to the following testimony adduced by the complainant in this cause.

1st To all such portions of the testimony of James Hackett, contained in the Baltimore commission as refer to the contents of letters said to have been written to Complainant by this Defendant, because the said letters are not produced and proved, nor is there any evidence that they have been lost or mislaid and due search made for them

2nd To all such portions of the testimony of Edwin L Parker, returned in said commission as refer to the contents of orders said to have been sent to the compt by Defendant there being no evidence of such orders having been lost or mislaid, and the said orders not having been produced or proved

3rd To all the above testimony in relation to the orders or letters of Mrs Alexander the Defendant because neither of these witnesses prove that ~~[illegible]~~ they know her handwriting or have ever seen her write—

Randall & Hagner for Defendants

And on the same day Louisa Alexander the Defendant by Randall & Hagner her Solicitors files in said cause a Petition for leave to examine O. M Taylor in the words following

To the Honorable Nicholas Brewer Circuit Judge In Equity

The Petition of Louisa Alexander, the Defendant to the Bill of complaint of Andrew Armstrong in this court, respectfully represents

That it is necessary to the success of her cause that Owen M Taylor, who has been made a Defendant in this cause, should be examined as a witness in her behalf, & she prays Your Honor to pass an order in the usual form allowing such examination, and as in duty &c.

Randall & Hagner
for Deft.

Upon which petition the Judge on the same day passed the following order

In Equity. Circuit Court for Anne Arundel County. January Term 1836

Ordered, on the foregoing Petition, that the Defendant have leave to examine the Defendant Owen M. Taylor, subject to all just exceptions, provided that his examination be taken and returned on or before the 20th. instant. the defendant also is at liberty to examine any witnesses or produce further testimony to be returned by the aforesaid person. the taking & returning the said testimony not to delay the hearing of the cause beyond that day

Feby 8th 1836 Nich. Brewer Circuit Judge

And afterwards to wit on the 20th Feby 1836 the Commissioner Brice N. B. Worthington made Return of his said Commission with the proceedings under the same in the words following to wit

Maryland, &c.

The State of Maryland.

To Brice N. B. Worthington and Nicholas Brewer of Jno of Anne Arundel County, Greeting:

Know, that we have appointed you to be our Commissioner, to examine evidences in a cause depending in our Circuit Court for Anne Arundel County, sitting as a Court of Equity between Andrew Armstrong Complainant and Louisa Alexander et al Defendants. We therefore require you, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this commission, that at such time and place as to you shall seem convenient, you cause to come before you all such evidences as shall be named and produced to you. by either the plaintiffs or defendants; and that you examine them on their corporeal oaths, to be by you administered upon the Holy Evangely of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid, and that you cause notice to be given to the parties, or their attorneys, of the execution of this commission, before you execute the same; and having reduced the depositions of the witnesses so taken by you, into writing, you send the same, with this our commission, close under your hand and seal, to us in our Circuit

Court for Anne Arundel County, sitting as a Court of Equity, with all convenient speed.

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 1st day of November Anno Domini, 1853

N. H. Green Clk

The execution of this Commission will appear from certain Schedules thereto annexed.

Andrew Armstrong vs Louisa Alexander & others	Circuit Court for Anne Arundel County In Equity

Interrogatories to be propounded to witnesses to be produced on behalf of Defendants

1st State whether you were present when the paper marked Complainants "Exhibit A A No 3 was signed? If yea, state all the circumstances attending the signing and delivery thereof to Andrew Armstrong and what was said by said Armstrong to induce Mrs Alexander to allow the same to be signed.

2nd Do you know what property Mrs Louisa Alexander is possessed of besides that conveyed by Complainants Exhibit A A No 2? If yea, describe the same and produce any papers you may have in your possession showing the same, and state the value of such property

3rd Look at the paper now shown you, marked "L. A. No 3" and state whether you know the handwriting thereof, and your means of knowing the same.

4th State when the house back of that in which Mrs Louisa Alexander now lives was built, and what the same cost, and your means of knowing the same.

5th State who was Harriett Taylor mentioned in the Deed marked Exhibit "L. A No 2" and state how she was related to Louisa Alexander and also how the children of Owen M. Taylor and of John S. Taylor are related to Louisa Alexander

Randall & Hagner for Defendants

We agree that all objections to the Commissioner's return upon the ground that it was not made in time, are hereby waived.

We also agree that the deeds marked Exhibits L. A Nos 1 & 2. may be used in evidence, as if they were duly authenticated copies of the originals.

Randall & Hagner for L. Alexander. B. L. B. Worthington for Complts

At the execution of the annexed commission, issued out of the Circuit Court for Anne Arundel County, sitting in Equity, and empowering the Commissioners therein named to examine evidences in the cause therein depending, between Andrew Armstrong as Complainant, and Louisa Alexander & others, as defendants; J. Bruce W. B. Worthington, one of the commissioners therein named, on Tuesday February the Nineteenth eighteen hundred and fifty six, at Five o'clock, P.M. at the office of A. B. Hagner Esq in the city of Annapolis, pursuant to previous notice to the parties, having appointed D. K. Magruder, my clerk, and administered to him the oath annexed to the said commission to be taken by him, did proceed to take the following deposition, to wit:

Owen M. Taylor, a witness of lawful age, produced on the part of the defendants, being duly sworn and examined to interrogatories filed with the commissioner by the defendants, and herewith returned, deposes and says:-

To the First Interrogatory, that witness was requested by Mrs Alexander, his mother, to go to see Armstrong (who was in Annapolis at the time), on the Eighth of September eighteen hundred and fifty four, the day of the date of the paper marked "Exhibit A. A. No 3;" found Armstrong at the store of Edward Sands; and Armstrong and witness went together to Mrs Alexander's and on the way thither had some conversation on the subject of Mrs Alexander's indebtedness to Armstrong; Armstrong told witness that he had no idea of distressing Mrs Alexander, but only wished to settle the business, when Armstrong & witness arrived at the old lady's, Armstrong said to Mrs Alexander, that if she would sign the three notes, he would agree to give her one, two, and three years; by this witness understood him to refer to three notes which Mrs Alexander was to give to Armstrong; Armstrong then went to his hat and took three printed notes from a bundle; and said that those notes would not do, as all the proper credits were not given, and thereupon produced the paper, filed in this cause, marked Exhibit A. A. No 3, and said that Mrs Alexander could sign that, and when he, Armstrong, went to Baltimore, he would have three notes drawn up, and sent to her to sign, and that when she, Mrs Alexander, signed the same, he would let her have more goods; Mrs Alexander asked witness to sign the paper for her, which he did;

Mrs Alexander wished to know how much each note would amount to, and Armstrong commenced to divide the balance by three, on the said paper "A A. No 3," in order to show what should be the amount of each note; that the figures which appear to be blotted out on the right hand lower corner of said paper were made by Armstrong at that time, with the exception of the figures "33 1/3" which witness placed there in Armstrongs presence; it is the impression of witness that Mrs Alexander would not have allowed her name to be signed to the said paper, without the agreement then made by Armstrong to take the three at one, two, & three years, and let her have more goods: which Armstrong then expressly promised to do; that witness heard Armstrong remark to Mrs Alexander that he knew she had been treated very rascally (meaning by other people), and that he, Armstrong, would be a friend to her

<u>To the Second Interrogatory</u>, witness produced the deed, herewith filed, marked "Exhibit L A. No 1" and the deed marked "Exhibit L. A. No 2," and states that he thinks the two houses, on the lot mentioned in the said deeds, would rent for about Two Hundred and Ten dollars a year, that Mrs Alexander has also a small amount of furniture worth at auction about twenty five or thirty dollars, but of which the real value is about forty or fifty dollars.

To the Third Interrogatory, that witness has frequently seen receipts sent by Armstrong to Mrs Alexander, which were signed in the same handwriting as the paper, herewith returned, marked "Exhibit L A No 3," but is not otherwise acquainted with the handwriting on the said paper.

<u>Fourth Interrogatory waived</u>

To the Fifth Interrogatory, that Harriett Taylor was the wife of James H Taylor, a son of Mrs Alexander, since dead; and that the children of Owen M. Taylor and of John T. Taylor are the grandchildren of Mrs Alexander.

The Complainants filed with the Commissioner the paper marked "Exhibit D K M."

There being no other witnesses to be examined and neither party asking further time for the production of other evidence, the said commissioner closed the said commission, and herewith returned the same under his hand and seal this twentieth

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day of February eighteen hundred and fifty six.

B. W. B. Worthington (Seal)

Commtn

Exhibit to a rol

This Indenture made this Sixteenth day of august in the year of our Lord one thousand Eight~~een~~ hundred and forty eight between James Iglehart of the City of Annapolis in Anne Arundel County and State of Maryland of the one part, and Louisa Alexander of the City, County and State aforesaid of the other part.

Witnesseth, that for and in consideration of the sum of Seven hundred dollars ($700) current money by the said Louisa Alexander to the said James Iglehart, in hand paid, at and before the sealing and delivery of these presents.- the receipt of which he doth hereby acknowledge,- the said James Iglehart hath bargained and sold aliened and enfeoffed, and by these presents doth give, grant, bargain and sell, alien, enfeoff, release, convey, and confirm unto the said Louisa Alexander her heirs and assigns, a certain Lot and frame house thereon erected lying and being in the City of Annapolis on the Wharf formerly occupied by a certain John Alexander and William Eaton, but now in the occupancy of the said Louisa Alexander the whole of said Lot being attached to the house by actual enclosure, it being the property conveyed to the said James Iglehart by Alexander Randall of the City of Annapolis (Maryland) Trustee for the sale of the Real Estate of John Randall deceased of the one part: and John Johnson and Thomas S Alexander of the said City, Trustees for the sale of the Estate of Richard Jones deceased of the second part by deed bearing date the twenty seventh day of June in the year Eighteen hundred and forty four, and recorded in Liber W.S.G. No 27. Folio 376 & 7. being one of the Land Record books of Anne Arundel County.

Now this Indenture witnesseth that the said James Iglehart for and in consideration of the above recited premises and of the sum of five dollars, current money of the United States to him in hand paid by the said Louisa Alexander at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold aliened enfeoffed, released,

and confirmed, and by these presents doth grant bargain and sell alien enfeoff, release and confirm unto the said Louisa Alexander her heirs and assigns forever all the aforesaid lot or parcel of ground and premises thereon erected, which are hereinbefore described, as sold by the said James Iglehart to the said Louisa Alexander with their appurtenances, and all the right, title, interest, and estate of the said James Iglehart both at law, and in equity, in and to the same and every part, and parcel thereof. To Have and to Hold the aforesaid Lot or parcel of ground and premises, with their appurtenances unto the said Louisa Alexander her heirs and assigns forever to her and their only proper use and behoof, and to and for no other use, intent or purpose whatsoever

In Witness whereof the said James Iglehart hath hereunto set his hand and seal the day and year first hereinbefore written.

Signed, sealed and delivered
in the presence of
Owen M. Taylor
J. W. Hunter

James Iglehart (Seal)

$700 Received on the day hereinbefore written from Louisa Alexander the sum of Seven Hundred Dollars, being the consideration expressed to be paid in the aforegoing indenture or instrument of writing.

James Iglehart

Witness. Owen M Taylor

State of Maryland
Anne Arundel County } to wit Be it remembered and it is hereby certified that on this Sixteenth day of August in the year of our Lord one thousand eight hundred and forty eight. before the subscribers two justices of the peace for the County and State aforesaid personally appears the above named James Iglehart he being known to us to be the person named and described as, and professing to be the party to the aforegoing deed or instrument of writing, and doth acknowledge the same to be his act and deed

Owen M Taylor
J. W. Hunter

Annapolis August 16th 1848 Received one dollar for Stamp duty on the within Deed.

Jos H Nicholson Clerk

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Received to be recorded on the 16th day of August 1848 & the same day recorded in Liber I.H.N. No 3 folios 397 & 398 one of the Land Record Books for Anne Arundel County.

Jos H Nicholson Clk

Filed with the Commission Feb 19th 1853.

Exhibit L. A No 2

This Indenture made this fifth day of September in the year of our Lord one thousand Eight hundred and forty eight between Louisa Alexander of the City of Annapolis, in Anne Arundel County, and State of Maryland of the one part, and Harriett Taylor (daughter-in-law of the said Louisa Alexander and wife of a certain James A Taylor) of the City, County, and State aforesaid of the other part.

Whereas the said Louisa Alexander for and in consideration of the natural love and affection which she the said Louisa Alexander hath and bears unto the said Harriett Taylor as aforesaid, the said Louisa Alexander hath given granted, aliened, enfeoffed and confirmed, and by these presents doth, give, grant, alien enfeoff and confirm unto the said Harriett Taylor as aforesaid, for and during her natural life, and after the death of the said Harriett Taylor for the use and behoof of her said husband (James A. Taylor) during his natural life, (it being the intention of the grantor (the said Louisa Alexander) in this deed that the said James A Taylor shall only have a life estate in the property intended to be conveyed by this instrument) and after the death of the said James A Taylor for the use and benefit of his heirs: one undivided moiety of the House and Lot of ground, situate on the wharf in the said City, and now in my occupancy, being one undivided moiety of the same property purchased by me of James Iglehart of the aforesaid City by deed bearing date the sixteenth day of August in the year of our Lord one thousand Eight hundred and forty eight and recorded in Liber I.H.N. No. Folio being one of the Land record Books of Anne Arundel County. To Have and To Hold the aforesaid One undivided moiety of the said House and Lot of ground unto the said Harriett Taylor as aforesaid (with the aforesaid understanding) Provided nevertheless, that the said Louisa Alexander the grantor aforesaid, reserve to herself the right of remaining

on the premises aforesaid during her natural life, free clear and discharged of the payment of any rent, to be paid by her to the said Harriett Taylor, James H Taylor or his heirs.

In witness whereof the said Louisa Alexander hath hereunto set her hand and seal the day and year aforesaid.

Signed, sealed and delivered
in presence of
Owen M. Taylor
S. W. Hunter

Louisa Alexander (Seal)

State of Maryland, Anne Arundel County Set

Be it remembered, and it is hereby certified that on this fifth day of September in the year of our Lord, Eighteen hundred and forty eight before the subscribers two Justices of the peace for the County and State aforesaid personally appeared the above named Louisa Alexander she being Known to us to be the person named and described as, and professing to be the party to the aforegoing deed or instrument of writing and doth acknowledge the same to be her act and deed.

Owen M. Taylor
S W Hunter

Annapolis Sept 5th 1848. Received one dollar for Stamp duty on this instrument of writing

Jos. A. Nicholson Clk

Received to be recorded on the 5th day of September 1848 & the same day recorded in Liber J.A.N. No 3 folios 407, 408 & 409 one of the Land Record Books of Anne Arundel County

Jos. A. Nicholson Clerk

Filed with the Commission Feb 19th 1856

Exhibit L. A. No 3

Rec'd Batto July 25th 1854 of Mrs Louisa Alexander Fifteen Dollars on account — for Mr Wilson

$15.=

Andrew Armstrong
for James H. Hamilton

Filed with the commissioner Feb 19th 1856.

Exhibit D.R.M.

Maryland Anne Arundel County To wit:

At a Circuit Court of the Second Judicial Circuit of the State of Maryland, begun and held at the City of Annapolis, in and for Anne Arundel County aforesaid,

on the third Monday of April, being the Sixteenth day of the same month, in the year of our Lord one thousand eight hundred and fifty five and in the seventy ninth year of the Independence of the United States of America

Present

The Hon. Nicholas Brewer Judge
Thomas Ireland Esq Sheff

N S Green Clerk

In the record of proceedings of the same Court, among others, is the following to wit:

Andrew Armstrong
against
Louisa Alexander

Be it remembered that heretobefore, to wit, on the eleventh day of September, in the year of our Lord one thousand eight hundred and fifty ~~four~~ four, the said Andrew Armstrong by B K B Worthington his attorney, prosecuted and sued forth, out of the Circuit Court here, a summons directed to the Sheriff of Anne Arundel County, in the words following, to wit:

Anne Arundel County Sc.

To the Sheriff of Anne Arundel County Greeting:
You are hereby commanded to summon Louisa Alexander late of Anne Arundel County, widow, that all excuses and delays set apart, she be and appear before the Circuit Court for Anne Arundel County, to be held at the City of Annapolis on the fourth Monday of October next to answer unto Andrew Armstrong in a plea of trespass on the case and so forth. Hereof she is not to fail, and fail not at your peril, and have you then and there this writ.

Witness the Honorable Nicholas Brewer Esquire Judge of the said Court the seventeenth day of April eighteen hundred and fifty four.

Issued the eleventh day of September 1854. (Worthington)

N S Green Clk

And the said Andrew Armstrong, by his attorney aforesaid, on the day of prosecuting and suing forth the said writ, declared to the Court here against the said Louisa Alexander in the plea aforesaid, as follows to wit

State of Maryland Anne Arundel County to wit:
Louisa Alexander late of Anne Arundel County widow was attached to answer unto Andrew Armstrong in a plea of trespass

on the case and so forth. And whereupon the said plaintiff by B. W. Worthington his attorney complains, that, whereas the said the said defendants on the first day of July in the year eighteen hundred and fifty four at the County aforesaid was indebted unto the said plaintiff in the sum of fifteen hundred dollars current money for sending goods wares and merchandizes by the said plaintiff before that time sold and delivered to the said defendant and at her special instance and request: And also in the further sum of fifteen hundred dollars for the work and labor care & diligence of the said plaintiff before that time at the special instance and request of the said defendant, bestowed and expended in and about the business of the said defendant: And also in the further sum of fifteen hundred dollars for the like sum of money by the said plaintiff before that time lent and advanced to the said defendant, and at her like special instance and request: And also in the further sum of fifteen hundred dollars for the like sum of money by the said plaintiff before that time paid, laid out and expended to and for the use of the said defendant and at her like special instance and request: And also in the further sum of fifteen hundred dollars for the like sum of money by the said defendant before that time had and received, to and for the use of the said plaintiff: and being so indebted the said defendant in consideration thereof, afterwards, to wit, on the day and year aforesaid at the County aforesaid, undertook and then and there faithfully promised to pay him the said several sums of money in this count mentioned, when the said defendant should be thereunto required.

And whereas, also the said defendant afterwards to wit, on the day & year aforesaid at the County aforesaid, accounted with the said plaintiff of and concerning divers other sums of money from the said defendant to the said plaintiff before that time due and owing, and then in arrear and unpaid, and upon such accounting the said defendant was then and there found in arrear and indebted to the said plaintiff in the further sum of fifteen hundred dollars, and being so found in arrear and indebted the said defendant in consideration thereof, afterwards, to wit, on the day & year aforesaid, at the County aforesaid, undertook and then and there faithfully promised the said plaintiff to pay him the said sum of money when

the said defendant should be thereto required; Nevertheless the said defendant has not paid the said several sums of Money or any part thereof unto the said plantiff, although often requested so to do, on the day & year last aforesaid, and often afterwards at the County aforesaid; but to pay the same or any part thereof unto the said defendant hath hitherto wholly refused, and still doth refuse, to the damage of the said plantiff in the sum of two thousand dollars and therefore he brings suit, and so forth.

John Doe and
Richard Roe } Pledges &c

B. T. B. Worthington
for Plff

Copies of which said declaration were made and sent to the Sheriff of the County aforesaid with the said summons, thereon endorsed: "To be served on the defendant with the summons or left at his place of abode".

At which Mentioned fourth Monday of October being the twenty third day of the said month in the year of our Lord one thousand eight hundred and fifty four, and the day of the return of the foregoing writ, comes into the Circuit Court here the said Andrew Armstrong by B. T. B. Worthington his attorney aforesaid: And the Sheriff of Anne Arundel County, to wit, Thomas Ireland gentleman to whom the said foregoing summons was in form aforesaid directed: makes return thereof to the Court here thus endorsed, to wit

"Summoned Thomas Ireland Shff".

And the said Louisa Alexander being called, appears in Court here by A. Randall & Alexander B. Hagner her attorney. And thereupon on motion of the said Andrew Armstrong by his attorney aforesaid, it is ruled by the Court here, that the said Louisa Alexander answer to the declaration aforesaid of the said Andrew Armstrong in the plea aforesaid, or Judgment by the Court here will be entered against her in default thereof: And the said Louisa Alexander by her attorney aforesaid defends the force and injury when and so forth: And prays leave of the Court hereto imparle until the third Monday of April next, and then to answer to the declaration aforesaid of the said Andrew Armstrong in the plea aforesaid, and to her it is granted: and the same day is given to the said Andrew Armstrong also: And now here at this day to wit, the third Monday

of April being the sixteenth day of the same month, in the year of our Lord one thousand eight hundred and fifty five unto which day the said Louisa Alexander had leave to imparle then to answer to the declaration of the said Andrew Armstrong in the plea aforesaid, comes again into the Circuit Court here as well the said Andrew Armstrong by his attorney aforesaid, as the said Louisa Alexander by her attorney aforesaid. And the said Louisa Alexander comes and defends the wrong and injury when and so forth, and saith that she did not assume upon herself in manner and form as the aforesaid Andrew Armstrong above against her hath complained: And this she puts herself upon the County. And the said Andrew Armstrong in like manner and so forth: Therefore let a Jury thereon appear before the Court here immediately, by whom and so forth: and who neither and so forth to recognize and so forth: because as well so forth: Whereupon for trying the ~~same~~ issue aforesaid above joined between the parties aforesaid, it is ordered by the Court here, that twenty persons from the pannel of Petit Jurors returned to the Court here by the Sheriff of Anne Arundel County aforesaid, be drawn by ballot and written upon two lists one of said lists is delivered to the Counsel of the respective parties: And the Counsel for each of the said parties having stricken out four persons from the said lists thereupon the remaining twelve persons being called, come that is to say William Bryan, Benj. C. Neff, John A Brown, Elisha C. Taylor, A. M Thomas, B. A. Welch, Benjamin O'Hara, Zachariah Johnson, Henry B Darnall, Smith Capron, Essa R. Dorsey and Samuel Carr, who being empannelled and sworn to say the truth in the premises upon their oaths do say that the said Louisa Alexander did undertake and promise in manner and form as the said Andrew Armstrong within against her complains: and they assess the damages of the said Andrew Armstrong by reason of the non-performance of the promise and assumption aforesaid, to the sum of one thousand and fourteen dollars and seventy two cents: Therefore it is considered by the Court here that the said Andrew Armstrong recover against the said Louisa Alexander as well the sum of one thousand and fourteen dollars and seventy two cents current

money by the Jurors aforesaid in form aforesaid assessed for his damages which he hath sustained by reason of the non-performance of the promise and assumption aforesaid, as the sum of eleven dollars and sixteen cents by the Court now here adjudged unto the said Andrew Armstrong for his costs and charges by him about his suit in this behalf laid out & expended: And the said Louisa Alexander in Mercy and so forth.

Memorandum: Judgment rendered in this cause on the seventeenth day of April in the year of our Lord one thousand Eight hundred and fifty five for $2000 current money the damages laid in the declaration and costs of Suit: the said damages to be released on payment of the sum of $1014.72 current money with interest thereon from the 17th day of April 1855.

Test, N. H. Green Clk.

Maryland Sc. I hereby certify that the aforegoing transcript is truly taken from the Record of Proceedings of the Circuit Court for A. A County.

In Testimony whereof I hereto set my hand & affix the seal of the said Court this Eighteenth day of February A.D 1856.

N H Green Clk C C for A A County

It is admitted that this Transcript is the Record of proceedings and judgement recovered on the identical debt and cause of action claimed as due the Complainant in his Bill in this cause.

B. T. B Worthington for Compl.

Filed with the commissioner February 19th 1856.

And on the same day the Complainant files in said Cause his Exceptions to defendant's testimony in the words following to wit.

Andrew Armstrong
vs
Louisa Alexander

Circuit Court for Anne Arundel County
In Equity

The Complainant by his Solicitor files the following exceptions and objections to the competency of Owen M. Taylor and the admissibility of his depositions.

1st Because the said Owen M Taylor is incompetent as a witness being a party to the cause, and interested as the deed

A. A. No 1 will show. 2nd Because the answers of the said Owen M Taylor to the first interrogatory of the defendant are inadmissible, being parol evidence inconsistent with, and contradictory to the written terms of the Due Bill marked Exhibit A A. No 3 — The same having been fully proved by the attesting witness Edward Lands, under the commission returned 4th April 1855.

3rd Because the answers to deft's Int No 3 are insufficient to prove the handwriting of the paper therein referred to marked Exhibit L. A. No 3, and because it is manifest that the credit therein mentioned is the identical one allowed in Exhibit A. A. No 3 —

4th Because all questions relating to the debt claimed in the Bill of Complaint are concluded by the Judgement rendered by the Circuit Court for Anne Arundel County, as appears by the Transcript filed and returned.

B. W. B. Worthington for Complt.

Afterwards to wit on the 10th day of December 1856 the Judge passed in said Cause the following order.

Andrew Armstrong vs Louisa Alexander & others	Circuit Court for Anne Arundel County In Equity October Term 1856

This case has been submitted to the Court by consent of the parties and has been considered by the Court. The bill was filed by the Complainant as a creditor of Louisa Alexander to set aside as fraudulent a deed of trust to Owen M. Taylor and Marmaduke W. Conner executed by her on the fourth day of July, eighteen hundred and fifty four, for the benefit of her grandchildren, after her death — a life estate in the property conveyed being reserved to herself as one of the cestuiques trusts

The Bill alleges that the grantor was at the date of the deed indebted to the complainant in the manner therein stated, and that at the date of the deed & the time of filing the bill no other property except a mere trifle, which could be made liable to the payment of his debt

The fact that Mrs Alexander owned no other property of any account at these periods is fully established by the testimony. Her indebtedness to the defendant is also fully established, not only by the testimony in this case, but by a judgment ob-

-tained against her in the Circuit Court for Anne Arundel County in a suit brought for the same debt, on the 11th Sept. 1834 - eight days before the filing of this bill on the 19th Sept. 1834. The complainant's claim was an open account for goods furnished - and the proof is clear, not only that the goods were furnished as charged, but that Mrs Alexander admitted the justice and amount of the claim -

The only question raised by the Solicitor for the defendant, is that this bill was filed, before the debt was payable, although due at that time. That, as it seems to me, is a question no longer open between Mrs Alexander and the complainant, it being conclusively settled by the judgment at law, but if an open question as regards her or any of the cestuique trusts it seems to me that there is nothing in the point.

It originated in this way. The complainant being desirous of obtaining written evidence of his claim, prevailed on Mrs Alexander to sign an admission of its correctness at the foot of a short statement of the accounts, on the 8th Sept. 1834 & on the 11th he instituted a suit in the Circuit Court, and did on the 19th filed this bill.

The defendant contends, that she made this admission by signing this paper, on the <u>consideration of a promise</u> by the Complainant, to give her a credit of one, two and three years, which had the effect of postponing the payment of the claim to those periods. Leaving under the consideration, that Mrs Alexander was <u>then indebted</u> to the amount specified in the paper - as proved by her own antecedents admissions and other legal testimony, she would treat this admission as a contract, and the <u>only contract</u> upon which the complainant could recover, and would qualify it, by the <u>parol</u> testimony, of the promise by the complainant to give a further credit of one, two & three years -

Treating the paper as a contract, it is unquestionably a contract in writing and cannot be <u>added to</u> by parol testimony. It is a written contract in consideration of prior indebtedness, to pay the debt at that time - and no testimony of a further contract by parol to pay at <u>another time</u> is admissible.

I do not however consider, that written admission as a contract at all, but simply as an admission of a precedent debt, promised

from the defendant, by promises of further credit & indulgence as to the payment of that debt. At the period of the date of this deed Mrs Alexander owed this debt, and there is ample testimony that she had no other property of sufficient amount for its payment. The deed therefore conveying the property to her grandchildren and reserving a life estate to herself is undoubtedly fraudulent and a decree will be passed setting it aside and directing a sale of the property for its payment.

Nich^s Brewer Circuit Judge Dec 10th 1836

Afterwards to wit on the 2nd January 1857 the Judge Passed in said Cause his Decree in the words following to wit

Andrew Armstrong vs. Louisa Alexander & others	Circuit Court for Anne Arundel County sitting as a court of Equity October Term 1856.

This cause standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon this second day of January in the year eighteen hundred and fifty seven by Nicholas Brewer Judge of the Circuit Court for Anne Arundel County sitting as a Court of Equity and by the authority of this court adjudged ordered and decreed that the deed in the proceedings mentioned from the defendant Louisa Alexander to the defendants Owen M Taylor and Marmaduke W Conner bearing date the twenty fourth day of July eighteen hundred and fifty four be and the same is hereby declared and taken to be utterly null and void as against the complainants and all other creditors of the said defendant who may come in as parties to this suit; and that the property in the said deed mentioned or so much thereof as may be necessary to discharge such claims, be sold: That Frank A Stockett of the City of Annapolis be and he is hereby appointed trustee to make such sale, and that the course and manner of his proceedings shall be as follows.

He shall first file in the office of the Clerk of this Court a bond to the State of Maryland, executed by himself, with a surety or sureties to be approved by the Judge of this Court in the penalty of one thousand dollars conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any

future order or decree in the premises. He shall there proceed to make sale of said premises, having first given at least three weeks previous notice inserted in some newspaper printed in Annapolis, and such other notice, as he may think proper, of the time and place, manner and terms of sale; which terms shall be as follows, the purchase money to be paid one half in cash, and the balance in two equal instal-ments of six months and twelve months from the day of sale - to bear interest from the day of sale, and the pay-ment thereof to be secured by the bonds of the purchaser, with a surety or sureties, to be approved by the trustee. And as soon as may be convenient after any such sale or sales, the said trustee shall return to this Court a full and particular account of the same, with an affida-vit of the truth thereof, and of the fairness of such sale or sales, annexed. And on the ratification of such sale or sales by the Judge of this Court and on the payment of the whole purchase money (and not before) the said trust-ee by a good and sufficient deed, to be executed and acknowledged agreeably to law, shall convey to the pur-chaser or purchasers of said property, and to his her or their heirs, the property to him her or them sold, free, clear and discharged of all claim of the parties to this cause, and of any person or persons claiming by, from or under them. And the said Trustee shall bring into this Court the money arising on such sale or sales and the bonds or notes which may be taken for the same, to be disposed of under the direc-tion of this Court, after deducting therefrom the costs of this suit, and such commission to the said Trustee as the Judge of this Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Richd Brewer Circuit Judge.

Afterwards to wit on the 13th Jany 1857 the Trustee filed in said Cause his Bond which being approved of in the words follow-ing to wit.

Know all men by these presents that we Frank A Slockett, and Thomas Welsh of Anne Arundel County are held and firmly bound unto the State of Maryland in the full and just sum of one thousand dollars to be paid to the said

State of Maryland or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs Executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this Ninth day of January eighteen hundred and fifty seven.

Whereas by a decree of the Circuit Court for Anne Arundel County in Equity bearing date the second day of January eighteen hundred and fifty seven and passed in a cause in said Court wherein Andrew Armstrong is complainant and Louisa Alexander and others defendants, the above bound Frank H Stockett has been appointed Trustee to make sale of certain real Estate in the proceedings in said cause mentioned Now the condition of the above obligation is such that if the above bounden Frank H Stockett do and shall and faithfully perform the trusts reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered in presence of.
William T. Iglehart

Frank H. Stockett (Seal)

Thomas Welsh (Seal)

I believe the surety in the foregoing bond to be sufficient

H. M. Murray Solicitor

Approved 13th Jany 1857. R. H Green Clk

Afterwards to wit on the 4th day of Feby 1857 the Trustee made the following Report.

Andrew Armstrong
vs
Louisa Alexander

Circuit Court for Anne Arundel County
In Equity

To the Honorable Nicholas Brewer Judge of Circuit Court for Anne Arundel in Equity.

The report of Frank H. Stockett trustee appointed by the decree in this cause bearing date on the 2d day of January last to make sale of certain real Estate in the City of Annapolis mentioned in the proceedings in this cause, shows that after giving bond with security for the faithful discharge of his trust as required by said decree, and giving notice of the time place manner and terms

of sale by advertisements in the "Annapolis Gazette" and "Maryland Republican" two newspaper published in said City for more than three successive weeks before the day of sale, and by handbills extensively circulated throughout said City. We did pursuant to said notice attend at the Court House Door in said City at 12 o'clock M. on the 3rd day of this month and then and there proceeded to offer for sale the real estate of the said defendant so decreed to be sold being one undivided moiety or half of a certain Lot of ground and premises which had heretofore been conveyed to her by deed from James Iglehart bearing date on or about the 16th day of August 1848 and recorded in Liber I.H.N. No 3 folios 397 &c. one of the Land Record Books of Anne Arundel County, and sold the same to James Iglehart he being then and there the highest bidder for the same at and for the sum of six hundred and fifty one dollars one half of the purchase money to be paid in Cash on the day of sale and the residue in equal instalments at six and twelve months from the day of sale, the whole bearing interest from the day of sale as prescribed by said decree, all of which is respectfully submitted.

Frank H. Stockett Trustee.

State of Maryland

City of Annapolis to wit.

On this Fourth day of February 1857 before the subscriber one of the aldermen of the City of Annapolis personally appeared the above named Frank H. Stockett and made oath that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that said sale was fairly made.

Jas Munroe (Alderman)

And on the same day the following order nisi was passed. Circuit Court for Anne Arundel County in Equity February 4th 1857.

Ordered that the sale made and reported by Frank H. Stockett trustee for the sale of certain real estate of Louisa Alexander at suit of Andrew Armstrong be ratified and confirmed unless cause to the contrary thereof be shown on or before the 5th day of April next, provided a copy of this order be inserted in some paper printed at Annapolis

once in each of three successive weeks before the 5th day of March next. The report states the property sold for six hundred and fifty one dollars ($651.)–

N H. Green Clk
Circuit Court for A. A. County

Afterwards to wit on the 20th April 1837 the Judge passed a final order of ratification of sale as follows to wit

Circuit Court for A. A. County in Equity. April Term 1837.
Ordered that the sale within reported be and the same is hereby ratified and confirmed no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the proceeding order. The Trustee is allowed a commission according to the rule of the Court and the sum of $18.16. for his expenses.

Nich Brewer
Circuit Judge April. 20th 1837

And on the same day Frank A Stockett Adms. C. T. A. of Brice T B Worthington filed in said Cause the following ~~order~~ Petition.

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County in Equity–

The petition of Frank A Stockett administrator C. T. A. of Brice T B Worthington respectfully shows, that the said Brice now deceased was in his life time the sole Counsel and Solicitor for the complainant in this cause, and previous to his death had prosecuted the same to a successful issue, as this Court is fully cognisant of– Your petitioner further states that for such services he as the administrator of said deceased is entitled to claim out of the proceeds of the sale of the property so recovered a reasonable fee no compensation having been made to the said deceased on account of the same by the said Complainant.–
In consideration whereof he prays that your Honor will direct the Auditor in stating the account in this cause, to allow to your petitioner as such administrator and for the benefit of the Estate of said deceased such reasonable fee as this Court may think proper to allow in consideration of such services, and he submits to your Honor that the sum of fifty dollars would be a reasonable fee for the same– And as in duty &c.

Frank. A. Stockett
Adms C. T. A of Brice T B Worthington

Upon which petition the Judge passed the following order.
Circuit Court for Anne Arundel County April Term 1857.
Ordered ~~that~~ this 20th April 1857 that the Auditor of this Court in stating the account in this case allow to the Adms of Brice T B Worthington Esq fifty dollars as a reasonable compensation for his services in the case as Solicitor's Counsel

Nicht Brewer Circuit Judge

Afterwards to wit on the 23rd June 1857 the Auditor made his Report, together with an account in the words following to wit:

Andrew Armstrong
vs
Louisa Alexander and others

Circuit Court for Anne Arundel County In Equity
June 19th 1857.

The Auditor reports to the Hon Nicholas Brewer Circuit Judge of said Court that he has examined the proceedings in the above cause & therefrom stated an account between the Real Estate of Louisa Alexander and the Trustee for the sale thereof, wherein the proceeds of sale have been applied to the payment to the Trustee of his allowance for commissions, one tenth being first deducted and assigned the State, of his Expenses & of the complainant's costs of suit including a Solicitor's & Counsel fee allowed by the order of Court of April 20th 1857 to the adm^rs of B T B Worthington late Solr for Compt.; and the nett process to the payment in part of the claim of the Complainant as stated in said account.

All of which is respectfully submitted
Nicht Brewer for Auditor

Dr The Real Estate of Louisa Alexander In acct with Frank. H. Stockett Esq. . . Trustee Cr

1857					
Feb 3d	By amount of proceeds of sale as per Trustee's Report filed Feby 4th 1857			657	00
				657	00
Feby 3d	To the Trustee for his commissions . .	41	53		
	Less ten per cent due the State	4	15	37	30
	To the State for ten per cent on the Trustee's commissions			4	15
	To the Trustee for his expenses as per vouchers filed			18	16
	To the Complainant for his costs of suit viz:				

1857 Feby 23	Clerk's fees due & ch^d to Trustee	43	22		
	Fees due T. Ireland late Sheriff	3.	45		
	Cost of Commn^n for testimony due D. M. Thomas	8	00		
	Do due U Brewer of John	16.	00		
	Do due B. T. B Worthington	8.	00		
	Cost of Guardian's commn^n due Thos Ireland	4.	00		
	Solicitor's & Counsel's fee allowed to the adm^r of B. T. B Worthington dec^d as per order of Court of April 20th 1857	50	00		
	Auditor's fee	4	67	137	34
				196.	95
	To Andrew Armstrong for his judgment vs Louisa Alexander obtained at the April Term 1855 of the Circuit Court for Anne Arundel County as per transcript of said judgt filed.	1014	72		
	April 17th 1855 — y 1, m 9, day 16	109.	29		
	Costs	11	16		
		1135.	17	454	03
				651	00.

Afterwards to wit on the 21st July the Judge passed the following order of ratification of Auditor's Report & account.

Circuit Court for Anne Arundel County in Equity July Term 1857.

Ordered this 21st day of July 1857 that the foregoing report and account of the Auditor be and the same is hereby ratified and confirmed - and the trustee is directed to apply the proceeds of sale accordingly with a due proportion of interest as it has been or may be received.

Arch^d Brewer

Circuit Judge

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January Term 1857

Maryland Anne Arundel County Court

At a Circuit Court of the Second Judicial Circuit of the State of Maryland begun and held at the City of Annapolis in and for Anne Arundel County aforesaid sitting as a Court of Equity on the third Monday of January being the Nineteenth day of the same Month in the year of our Lord One thousand Eight hundred and fifty Seven

Present

The Honorable Nicholas Brewer Judge

Nicholas H Green Clerk

Among others were had the following Proceedings to wit

Lewis Sydings
vs
Jacob C Tolson and wife John A Conner Sarah Ann Tolson Charles C Tolson Mary C Tolson Rebecca Tolson Francis C Tolson and William Watts

Be it remembered that heretofore to wit on the 7 day of October 1856 came Lewis Sydings by Randall & Stagner his Solicitors in the Circuit Court for Anne Arundel County sitting as a Court of Equity and exhibits in said Court his Bill of Complaint against Jacob Tolson and wife John A Conner Sarah Ann Tolson Charles C Tolson Mary C Tolson Rebecca Tolson Francis C Tolson and William Watts - in the words following to wit

To the Honorable Nicholas Brewer Judge of the Circuit Court of Anne Arundel County The Bill of Complaint of Lewis Sydings of said County respectfully States that on or about the twenty seventh day of May in the year Eighteen hundred and forty Seven Jacob C Tolson and Sarah his wife of the said County May by a deed of mortgage to one William Watts a House and Lot in the City of Annapolis to secure to the said Watts the sum of Nine hundred dollars with interest that afterwards about the Eighteenth day of July Eighteen hundred and fifty one after the said Tolson had paid to the said Watts the sum of four hundred dollars of the principal of the said debt and the interest thereon the said Watts assigned all his right title and interest in the said Lot and premises and in the residue of the said mortgage debt to wit Five hundred dollars with interest from the day last aforesaid for a valuable Consideration into your Orator and Covenanted the same by duly executed acknowledged and Recorded as appears from Exhibits L J No 1 and 2 which with your Orators other exhibits hereafter may be taken as parts of this his Bill of Complaint

Your Orator further States and charges that since the Execution of the said deeds the said Jacob C Tolson has conveyed the said Lot House and premises to John A Conner of the City of Baltimore in trust for the sole use and benefit of the wife of the said Jacob Sarah C Tolson and her Children for and during her life and thereafter for the use of the said Children as well

(Mary

more fully appear by the Deed thereof duly acknowledged executed and recorded herewith filed Marked Exhibit L.T. No 3.

Your orator charges that the whole of the said sum of five hundred dollars with interest thereon from the eighteenth day of July eighteen hundred and fifty four is due and payable and has long since been due and payable to your orator and that no part thereof has been paid although the said sum of money has long since been passed and payment thereof hath been often times demanded by your orator of the said Jacob and that the children of the said Sarah E Tolson are the five following all minors viz Sarah E M Tolson Charles E Tolson Mary E Tolson Rob W Tolson and Frances E Tolson who are also the children of the said Jacob E Tolson and live with their said parents in Baltimore City

To the end therefore that the said Jacob E Tolson and Sarah E Tolson his wife and Sarah E M Tolson Charles E Tolson Mary E Tolson Robert W Tolson and Frances E Tolson of Anne Arundel County and William Watts of the City of Baltimore may answer the general matters and things herein set forth fully and particularly and that the premises aforesaid may be sold for the payment of your orators debt interest and costs and that your orator may have such further and other relief as the case may require May it please your Honor to grant unto your orator the writ of Subpoena to the said Jacob E Tolson and Sarah E Tolson his wife Sarah E M Tolson Charles E Tolson Mary E Tolson Robert W Tolson and Frances E Tolson of Anne Arundel County and William Watts of the City of Baltimore Commanding each of them to be and appear in this court at some certain period to be herein named to answer the premises and abide by and perform such decree as may be passed therein &c

Reverdy Johnson for Complt

Memorandum The Exhibits Marked L.T. No 1 L.T. No 2 L.T. No 3 referred to in the bill will be found with the Commission for Testimony

And thereupon a writ of Subpoena was accordingly issued against the said defendants Returnable to the next Court to wit June 1857

And thereupon the said writ of Subpoena was accordingly returned Thus Endorsed to wit

Summoned C W Jarrell Shff

And afterwards to wit the 11 day of November 1857 a Commission was issued to Marmaduke W Tanner of Anne Arundel County to take the answers of the infant defendants Sarah E M, Charles E, Mary E Robert W and Frances E Tolson to the said Bill

And afterwards to wit the 13 day of November 1857 the Commissioner Marmaduke W Tanner made return of his said Commission with the answers

of the Infant defendant, Sarah E. W., Mary E., Charles E. Kate W. and Francis E. Folson in the words following to wit

Maryland ss. The State of Maryland To Marmaduke Meconnell of Anne Arundel County Greeting Whereas Lewis Young lately exhibited his bill of complaint before us in our Circuit Court for Anne Arundel County sitting as a Court of Equity against Jacob E. Folson and wife Elmira Anne Sarah E. M. Folson Charles E. Folson Mary E. Folson Kate N. Folson Francis E. Folson and William Watts infants we have by our writ lately commanded the said Defendants to appear before us in our said Circuit Court for Anne Arundel County sitting as a Court of Equity at a certain day to answer the said bill of Complaint but for as much as the said Sarah E. M. Folson Charles E. Folson Mary E. Folson, Kate N. Folson & Francis E. Folson are infants under age and cannot answer the said bill nor defend the suit without having a Guardian assigned to them that the said Infants may by reason thereof have due notice of your proceedings and authority in pursuance of the special order in our said Court to assign and appoint a Guardian for the aforesaid Infants and to take the answer of the said Infants by such Guardian to the said bill and therefore we command you that at such certain day and place as you shall think fit you give to the said Defendants if they cannot conveniently come to you and assign and appoint a Guardian for the aforesaid Infants and take the answer of the said Infants by such Guardian to the said bill on such Guardians Corporal Oath upon the Holy Evangels to be administered by you the said answer being distinctly and plainly wrote: and when you shall have so taken the said answer You to send the same Closed up under your seal together with your certificate of your having assigned and appointed such Guardian as aforesaid and the said unto us now in our said Court for Anne Arundel County sitting as a Court of Equity.

Witness the Honorable Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County this 11. day of November Anno Domini 1856

W. H. Green Clk

To the Honorable Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County The undersigned respectfully returns that pursuant to the authority vested in him by the foregoing Commission he did on the presence of the Infants on the thirteen day of November in the year 1856 assign and appoint Leonard Sands Guardian to the said Infants in said Commission named and did take the answer of the said Infants by the said Guardian on his Corporal Oath by the undersigned administered which answer hereto annexed is herewith returned together with said Commission.

Commission Witness my hand and seal this the seventh day of November 1856

M. Wleaner Comd (Seal)

The answer of Sarah E. M. Tolson Charles E. Tolson Mary E. Tolson Robert W. Tolson and Francis L. Tolson Infants under the age of twenty one years by Edward Sands their Guardian in that behalf specially appointed to the Bill of Complaint of Lewis Tyndings against these Defendants and others in the Circuit Court for Anne Arundel County sitting as a Court of Equity exhibited. These Defendants answering by their Guardian aforesaid to the said Bill of Complaint say that they do admit the truth of the several matters and things charged and set forth in said Bill and are willing that the Mortgaged property be sold and pray that the Court will protect their interest in the premises and they pray to be hence dismissed with their costs and &c. &c.

Edward Sands Guardian

The Guardian above named makes oath on the Holy Evangels of Almighty God that the matters and things stated in the foregoing answer are true to the best of his knowledge and belief. Sworn to before the Subscriber a Commissioner for that purpose appointed

M. Wleaner

And afterwards towit on the 8 day of December 1856 Jacob E. Tolson and Sarah E. Tolson the surviving two of the Defendants come into Court and leave their answer to the said Bill in the words following towit

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County sitting in Equity

The joint and several answers of Jacob E. Tolson and Sarah E. Tolson of the City of Annapolis to the Bill of Complaint of Lewis Tyndings against these Respondents in the Court exhibited. These Respondents for answer unto the said Bill say that they admit the execution of the Mortgage to William Meals as is charged in the said Bill and that a part of the debt intended to be secured by the same is still due and unpaid. They believe that the Complainants Exhibit L T No 1 is a correct copy of the said Mortgage. They further admit that the said Meals has assigned the said balance of the mortgage debt to the Complainant Tyndings. They admit the execution of the deed of Trust by your Respondent Jacob to the said John A. Cramer and they agree to a sale of the said Real Estate as is prayed by the Bill and pray &c.

Jacob E. Tolson

Sarah E. Tolson

State of Maryland Anne Arundel County Sct. On this 16 day of November 1856 before the Subscriber a Justice of the Peace in & for the State and County aforesaid personally appeared Jacob E. Tolson & Sarah E. Tolson his wife & made oath that the matters & things set forth in the foregoing answer are true to the best of their knowledge & belief

Sworn

January Term 1857

Sworn to before Wm Glover

And afterwards to wit on the 12 day of Dec 1856 Came John A Cramer and William Watts and filed in said Cause their joint & Several answers to the said Bill in the words following to wit

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County Sitting in Equity

The joint & Several answers of John A Cramer & William Watts of the City of Baltimore to the Bill of Complaint of Louis Tyndings against these Respondents & others in this behalf exhibited

These Respondents for answer unto so much of the said Bill as they are advised & necessary they should answer unto answering say

That your Respondent William admits that the said Jacob C Folson did execute with his wife a mortgage of a house & lot in Annapolis to your respondent William to secure the payment of one hundred dollars and interest that the said Jacob has paid four hundred dollars on account thereof and that your respondent William did assign the same to Louis Tyndings for a valuable consideration and the said William Watts disclaiming all further interest in the said Mortgage debt does assent to the passing of such Decree in the premises as may be right

And your Respondent John A Cramer admits the Execution to him by the said Jacob C Folson of the deed of trust of the said House & Lot and he assents to a Decree for the sale thereof to pay the said Mortgage debt.

And they pray &c Wm Watts John A Cramer

State of Maryland Anne Arundel County City of Annapolis Sct

On this 18 day of November 1857 before the subscriber a Justice of the peace in and for the State & City aforesaid personally appeared William Watts and made oath that the matters set forth in the foregoing answer are true as therein stated to the best of his Knowledge & belief

Sworn to before Wm Glover

State of Maryland City of Baltimore Sct On this 29 day of November Eighteen hundred and fifty Six before the subscriber a Justice of the peace in and for the City aforesaid personally appeared John A Cramer and made oath that the matters set forth in the foregoing answer are true as therein stated to the best of his Knowledge and belief

Sworn before Saml Webb J.P.

State of Maryland Baltimore City Sct Hereby Certify that Samuel Webb Esquire before whom the annexed affidavit was made and who has thereto Subscribed his name was at the time of so doing a Justice of the peace of the State of Maryland in and for the City of Baltimore duly Commissioned and Sworn In Testimony whereof I hereto set my hand (Seal)

January Term 1857

office the seal of the Superior Court of Baltimore City this 29 day of November
(Seal) A.D. 1856 Edward Dowling
Clerk of the Superior Court of Baltimore City

And afterwards to wit on the 15 day of December 1856 came the complainant of aforesaid by his Solicitor aforesaid and caused to be entered on the Docket of the Court a General Replication to the answer of the Defendants filed in said cause

And at the same time a Commission was issued to the standing Commissioners Nicholas Brewer & Wm H. Green to take testimony in said cause

And afterwards to wit on the 16 Dec 1856 Wm H. Green one of the Commissioners aforesaid make return of said Commission with the proceedings under the same in the words & figures following to wit

State of Maryland Sc. The State of Maryland to William H. Green and Nicholas Brewer of Wm of Anne Arundel County Greeting Know ye that we have appointed you to be our Commissioners to examine witnesses in a cause depending in our Circuit Court for Anne Arundel County sitting as a Court of Equity between Sevin Jennings Complainant and Jacob Tolson & wife Ann & Leanner Sarah & M Tolson et al. Defendants we therefore require you having first taken the oath hereunto annexed and also administered the annexed oath to the person or persons you shall appoint as a clerk to attend the execution of this Commission that at such time and place as to you shall seem convenient you cause to come before you all such witnesses as shall be named and produced to you by either the Plaintiffs or defendants, and that you examine them on their corporal oaths to be by you administered upon the Holy Evangels of Almighty God touching their knowledge or remembrance of any thing that may relate to the cause aforesaid and that you cause notice to be given to the parties or their attorneys of the execution of this Commission before you execute the same, and having reduced the depositions of the witnesses so taken by you into writing you send the same with this our Commission closed under your hands and seal to us in our Circuit Court for Anne Arundel County sitting as a Court of Equity on the 1st day next ensuing

Witness the Honorable Nicholas Brewer Chancellor Judge of the Circuit Court for Anne Arundel County this 15 day of December in the year of our Lord 1856 W. H. Green Clerk

Commissioners Oath

You shall according to the best of your Skill and Knowledge truly & faithfully and without partiality to any or either of the parties take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the Commission hereunto annexed upon the interrogatories now or which may hereafter be put to the said Commission enclosed to be produced to and left with you by either of the said parties So help you God

January Term 1857
Clerk's Oath

You shall truly faithfully and without partiality to any or either of the parties in this Cause take Reduce down and transcribe the depositions of all and every the witness and witnesses produced before and examined by the Commissioners named in the Commission hereunto annexed as far forth as you are directed or employed by the said Commissioners to take reduce down and transcribe the said depositions or any of them So help you God

Lewis Sydenys
vs
Jacob C. Tolson and wife and others

In Equity
Circuit Court for Anne Arundel County

Interrogatories to be propounded to witnesses to be produced on behalf of the Complainant

1st Do you know the parties to this Suit or either of them; If you state the ages and residences of such of them as you know

2d Do you know how many Children the Defendants Tolson & their wife have If you state their names and ages.

3 Look at the paper marked Exhibit L.T. No. 1 now shown you & state whether you know the real Estate therein mentioned; If you state its value and the situation of it Randall V Hagner for Complts

The Commissioners will please file with their Return the Exhibits L.T. Nos. 1, 2 & 3.

At the Execution of the annexed Commission issued out of the Circuit Court for Anne Arundel County sitting as a Court of Equity and to the undersigned and Nicholas Brewer of John directed and empowering them to examine evidences in a cause pending in said Court wherein Lewis Sydenys is Complainant, and Jacob C. Tolson and wife and others are Defendants I William S. Green one of the Commissioners therein named previous notice having been given to all the parties attended on Friday the 26 day of December 1856 at 12 o'clock M at the office of A B Hagner Esq and did then and there proceed to take the following depositions to wit

Arthur Carter a witness of lawful age produced on the part of the Complainant being duly Sworn and examined to Interrogatories filed on behalf of the Complainant and hereunto returned deposes & says.

To the First Interrogatory That he knows all the parties to this Suit They are all Miners except Lewis Sydenys, Jacob C. Tolson & wife Robert Cramer and William Meals They all reside within the City of Annapolis except Wm. Meals who is a resident of the City of Baltimore

To the second Interrogatory The Defendants Tolson and wife have five Children whose names are as follows Sarah E. Charles E. Mary E. Kate N and Frances E. They are all Minors and live with their

parents in the City of Annapolis

To the third Interrogatory That he knows the Real Estate mentioned in Exhibit L T No 1 now shown him. It is situated in the City of Annapolis adjoining the Lot on which the Court house stands It is now in the occupancy of E Stradley He does believe it value to be about Twelve or fifteen hundred dollars.

There being no other Witness produced and no further time desired for the examination of other Testimony the Comm^r closed the said Commission therewith returns the same under his hand & Seal this 7th day of December 1857 Wm T Green Comm^r (Seal)

Exhibit L T No 1.

Mortgage from Jacob Tolson & wife to William Watts dated the 31st day of May 1847

State of Maryland 37½ Cent Stamp

This Indenture made this 30th day of May in the year of our Lord Eighteen hundred and forty seven between Jacob Tolson and Sarah Elizabeth Tolson his wife of the City of Annapolis and State of Maryland of the one part and William Watts of the said City and State of the other part Whereas the said Jacob Tolson and Sarah Elizabeth Tolson his wife owes and stands justly indebted unto the said William Watts in the sum of five hundred dollars lawful money with the usual interest thereon Now this Indenture Witnesseth that the said Jacob Tolson and Sarah Elizabeth Tolson his wife in Consideration of the said debt or sum of five hundred dollars owing to the said William Watts as aforesaid and for better securing the payment thereof with interest to the said William Watts his executors administrators or assigns and also in Consideration of the further sum of one dollar lawful money to them the said Jacob Tolson and Sarah E his wife by the said William Watts in hand well and truly paid at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged they the said Jacob Tolson and Sarah E Tolson his wife have granted bargained and sold released and Confirmed and by these presents do grant bargain and sell release and Confirm unto the said William Watts his heirs and assigns all that lot piece or parcel of ground with the improvements thereon situate and being in the City of Annapolis and State aforesaid adjoining the Lot upon which the Court house stands and now in the occupation of the said Jacob Tolson and wife which said above described premises was Conveyed by the said William Watts and Matilda Ann Watts his wife to the said Jacob Tolson and Sarah E Tolson his wife by deed bearing date on the twenty sixth day of May Eighteen hundred and forty seven and recorded in Liber S H No. 5 folio — as by reference to said deed will more fully and at large appear To have and to hold the said lot piece or parcel of ground and every part and parcel thereof with the improvements and appurtenances thereunto belonging

to the said William Watts his heirs and assigns forever and to their only use and behoof Provided always and it is the true intent and meaning of these presents and of the parties hereunto that if the said Jacob Tolson his heirs Executors or administrators do and shall well and truly pay or cause to be paid unto the said William Watts his Executors administrators or assigns the sum of one hundred dollars lawful money on or before the first day of April Eighteen hundred and forty eight with legal interest on the whole sum of nine hundred dollars and annually thereafter the like sum of one hundred dollars lawful money with interest on the whole sum until the aforesaid Sum of nine hundred dollars and interest shall be fully paid and settled without any deduction or abatement whatsoever and also that if default shall be made in the payment of the said sum of One hundred dollars lawful money and interest annually as aforesaid or any part thereof at the time or in the manner aforesaid then and from thence forth it shall and may be lawful to and for the said William Watts his heirs and assigns into and upon the said lot and premises hereby granted and released or intended so to be with the appurtenances and every part and parcel thereof and to have hold possess and enjoy the same and receive and take the rents issues and profits thereof and of every part thereof to and for the use and benefit of the said William Watts his heirs and assigns without any lawful let suit interruption disturbance Claim or demand whatsoever of from or by the said Jacob Tolson and Sarah E Tolson his wife their heirs or any other person or persons whatsoever then and from thenceforth these presents and every Matter and thing therein Contained shall Cease and be utterly void and of no any thing therein to the contrary thereof in any wise notwithstanding In Witness whereof the said Jacob Tolson and Sarah Elizabeth Tolson have hereunto set their hands and seals the day and year first above written

Signed sealed and delivered in the presence of
Wm Glover John Evans Stalker

Jacob Tolson (seal)

Sarah E Tolson (seal)

At the foot of the aforegoing was thus written to wit

State of Maryland Anne Arundel County to wit Be it remembered and it is hereby certified that on this 26 day of May in the year Eighteen hundred and forty seven before the subscriber two Justices of the Peace for the County and State aforesaid personally appeared Jacob Tolson and Sarah Elizabeth his wife they being known to us as the persons named and described in and professing to be the parties to the foregoing deed or indenture and do severally acknowledge the said Indenture or Instrument of writing to be their act and deed the said Sarah Elizabeth Tolson having signed and sealed the said Indenture before us out of the presence and hearing of

of her husband and the said Sarah Elizabeth Tolson being by us examined out of the presence and hearing of her said husband whether she doth execute and acknowledge the same freely and voluntarily and whether induced to do so by fear or threats of or ill usage by her husband or by fear of his displeasure declareth and saith that she doth it testimony whereof we hereunto subscribe our names on the day and year aforesaid

Wm Glover John Edw Stalker

Recorded the 16 day of May 1847

State of Maryland Anne Arundel County to wit

I hereby certify that the aforegoing is a true copy of Liber S H No. No 2 folios 400. 401 & one of the Land Record Books of Anne Arundel County In testimony whereof I hereto set my name and affix the seal of the Circuit Court for said Anne Arundel County this 3. day of October in the year eighteen hundred and fifty six

(Seal) W. S. Green Clerk

Exhibit L T No 2

This Indenture made and executed on this eighteenth day of July in the year of our Lord eighteen hundred and fifty one by and between William Watts of the City of Annapolis in the State of Maryland of the one part and Lewis Lydings of the said City and State of the other part Whereas Jacob Tolson and Sarah E. Tolson his wife on the twenty sixth day of May eighteen hundred and forty seven owing and being indebted unto the said William Watts in the sum of nine hundred dollars by their deed of mortgage of the date for the consideration of that debt or sum of nine hundred dollars and for the better securing the payment thereof with interest and for the further consideration of one dollar to them in hand paid by the said William Watts do grant bargain and sell and convey unto him the said William Watts his heirs and assigns all that lot piece or parcel of ground with the improvements thereon situate and being in the City of Annapolis adjoining the lot upon which the Circuit House stands and now in the possession of the said Jacob Tolson and Sarah E. Tolson his wife to have and to hold the same unto the said William Watts his heirs and assigns forever upon the condition hereafter mentioned to wit that if the said Jacob Tolson his heirs Executors or administrators should pay or cause to be paid unto the said William Watts his Executors administrators or assigns the sum of one hundred dollars Current money on or before the first day of April eighteen hundred and forty eight with legal interest on the whole sum of Nine hundred dollars and annually thereafter the sum of one hundred dollars lawful money with interest on the whole sum until the aforesaid sum of nine hundred dollars and interest should be fully paid and settled, and also that if default should be

made in the payment of the said sum of money and interest as aforesaid or any part thereof, at the times and in the manner aforesaid then it should be lawful the said William Watts his heirs and assigns to enter into and upon the said lot and premises and to have hold possess and enjoy the same and receive the rents issues and profits thereof to and for the use and benefit of the said William Watts his heirs and assigns without any let interruption disturbance claim or demand whatsoever of from or by the said Jacob Folson and Sarah E his wife their heirs or any other person or persons whomsoever then and from thenceforth the said mortgage and every matter and thing therein contained to cease and be utterly null and void any thing therein to the contrary notwithstanding as by reference to the said mortgage duly recorded in the land record of said County Liber J No 8 folio 400 &c will more fully and at large appear And whereas the said William Watts in consideration that the said Lewis Tydings has advanced to him the sum of five hundred dollars being the amount yet remaining unpaid upon the said Mortgage hath agreed to assign the same to the said Lewis Tydings Now therefore this Indenture Witnesseth that the said William Watts in consideration of the premises and of the further sum of five dollars lawful money to him in hand paid by the said Lewis Tydings before the sealing and delivery of these Presents the receipt whereof is hereby acknowledged hath granted bargained and sold and bargained assigned and made over and by these presents doth grant bargain sell and transfer assign and make over to the said Lewis Tydings his heirs and assigns forever the said premises above described with the appurtenances To have and to hold the same to him the said Lewis Tydings his heirs and assigns forever as fully and in as ample a manner as the said William Watts his heirs or assigns might hold and enjoy the same by virtue of the Mortgage aforesaid and not otherwise And the said William Watts doth for himself his heirs Executors and administrators hereby authorise and empower the said Lewis Tydings his heirs Executors and administrators to receive to his and their own use the sum or sums of money yet remaining unpaid upon said Mortgage whenever the same shall be tendered or paid to him or them by the said Jacob Folson his heirs executors or administrators agreeable thereto and to release the said Mortgage or recovery the premises upon redemption thereof as by law is provided as fully and to all intent and purposes as the said William Watts his heirs executors or administrators might or could have released or recovered the same in case of such tender payment or redemption as if this assignment had not been made And the said William Watts for himself his heirs executors and administrators doth hereby Covenant and agree with the said Lewis Tydings that he the said

William Watts hath good right to assign the above described premises as aforesaid and that he the said Lewis Sydings shall and may have hold possess occupy and enjoy the same against the lawful claim of all persons provided that the said William Watts shall at or before the expiration of the time limited for the last payment upon the Mortgage hereinmentioned by the said Jacob Tolson repay or cause to be repaid to the said Lewis Sydings the aforesaid sum of five hundred dollars with interest thereon then the said Lewis Sydings doth hereby Covenant and agree to reconvey the premises herein Mortgaged to the said William Watts his heirs or assigns otherwise this indenture to remain of full force and virtue in law

In Witness Whereof the said William Watts has hereunto set his hand and affixed his seal the day and year first herein above written

Signed sealed and delivered in the presence of J. W. Hunter, Edward Dubois — Wm Watts (seal)

State of Maryland Anne Arundel County to wit Be it remembered and it is hereby certified that on this Eighteenth day of July in the year of our Lord Eighteen hundred and fifty one before the Subscriber two of the Justices of the peace of the State of Maryland in and for the County aforesaid personally appeared William Watts to us known or sufficiently known to be the person named and described in and professing to be the party grantor within aforegoing Indenture or Instrument of writing and acknowledged the same to be his act and deed In Testimony Whereof we have hereunto set our hands the day and year above written

J. W. Hunter, Edward Dubois

$500 Annapolis July 19 1857

Received of Lewis Sydings the sum of five hundred dollars being the consideration expressed to be paid within the foregoing Indenture for which sum I hereby acknowledge myself liable and promise to pay with interest of the said Lewis Sydings not receiving the same or being indemnified therefor in the manner prescribed in said Indenture to the said Lewis Sydings

Witness Jos S Thompson — Wm Watts (seal)

Received July 19. 1857 of the grantee within the foregoing instrument of writing the sum of twenty five Cents the duty chargeable thereon

Jos H. Nicholson Clk

Received to be recorded July 19. 1857 & same day recorded in Liber J.S.N. No. 6 folio 411 one of the Land Record Books of Anne Arundel County & examined by

Jos H. Nicholson Clk

Exhibit L T No 3

This Indenture Made this Twelfth day of February in the year

Eighteen hundred and fifty seven between Jacob C Tolson of Anne Arundel County in the State of Maryland of the one part and John A Lenner Trustee of Sarah E Tolson and Children of the County and State aforesaid of the other part Witnesseth that the said Jacob C Tolson for and in consideration of the Natural love and affection which he has and bears unto the said Sarah E and other Children, the Children of the said Sarah E hereafter and also for and in consideration of the sum of five dollars lawful money to him in hand paid by the said John A Lenner Trustee as aforesaid the receipt whereof the said Jacob C Tolson doth hereby acknowledge he hath given granted bargained sold aliened enfeoffed and Confirmed and by these presents doth give grant bargain sell alien enfeoff release and confirm unto the said John A Lenner Trustee as aforesaid all that House and Lot piece and parcel of ground with the improvements thereon made and being in the City of Annapolis in the State of Maryland adjoining the Lot on which the County Court House now stands and now in the possession of the said Jacob C Tolson which was conveyed to him by William Wells and wife by deed dated the twenty sixth day of May in the year eighteen hundred and forty seven recorded in Liber D.H.W. No 1 of Folio three hundred and ninety eight one of the Land Record Books of Anne Arundel County and the said Jacob C Tolson for and in Consideration of the natural love and affection which he has and bears unto the said Sarah E hereafter, and his other Children and also in Consideration of the sum of five dollars in hand paid by the said John A Lenner Trustee as aforesaid the receipt whereof the said Jacob C Tolson doth hereby acknowledge hath given granted bargained sold aliened enfeoffed released and Confirmed and by these presents doth hereby give grant bargain sell alien enfeoff release and Confirm unto the said John A Lenner Trustee as aforesaid the following named personal property to wit One negro woman named Abby or Eba slave for life aged about forty nine years negro boy James Jacobs a slave for life aged about twelve years and negro boy Edward Jacobs aged nine years a slave for life together with all the Household and Kitchen furniture of the said Jacob C Tolson To have and to hold to the said John A Lenner his heirs and Executors administrators and assigns the aforesaid Real and Personal Estate for the sole and separate use of the said Sarah E Tolson and Children here and to be born free and during the lifetime of the said Sarah E Tolson without any Control of her said husband and after the lifetime of the said Sarah for the sole use and benefit of the Children of the said Sarah their heirs and assigns forever In Testimony whereof the said Jacob C Tolson hath hereunto subscribed his name and affixed his seal on the day and year first hereinbefore written

Signed sealed and delivered
Jacob C Tolson (Seal)

January Term 1857

in presence of Wm R Thompson

State of Maryland Anne Arundel County S.S.

Be it remembered and it is hereby certified that on this thirteenth day of February in the year eighteen hundred and fifty seven before the subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County personally appeared Jacob Tolson he being known to me to be the person who is named and described as and professing to be the party Grantor to the foregoing deed or indenture and doth acknowledge the said indenture or Instrument of writing to be his act and deed acknowledged before me and certified by Wm R Thompson

and also at the same time personally appeared before the subscriber a Justice aforesaid John Hollowell the party grantee to the foregoing indenture and make oath that the consideration set forth in the foregoing deed is true and bona fide as therein set forth

Wm R. Thompson

I hereby certify I this day received One dollar for Stamp duty on this Instrument of writing agreeably to the act of assembly of December Session 1854 Ch 41 Given under my hand this 13 day of February 1857

A H Green Clerk for collector

Recorded the 13 day of February 1857 to be recorded same day recorded in Liber A H G No 5 folio 280 one of the Land Record Books of Anne Arundel County & Examined by A H Green Clerk

and afterwards to wit on the 2 day of February 1857 the Judge passed the following order

Lewis Sydnor vs Circuit Court for Anne Arundel County

Jacob Tolson & others In Equity

January Term 1857

The case is submitted for final decree the commission having been returned only on the 7th Dec last as regards the infants it is an adversary case indeed against all the defendants, but those of full age have admitted the facts except that Tolson and wife have not admitted the amount due. It might however be inferred from their answer, but the case is not proved against the infants to have offered copies of deeds are asked for is usual, not indispensable to file them and have them returned with the commission but where original deeds are asked out is necessary under the decisions of our Superior Courts to prove their execution at the handwriting of the attesting witness for which cause original deeds are rarely filed Proof of the handwriting of the witness would answer without proof of the Execution where the deeds are required to be recorded but the solicitor had better examine the Cases

January Term 1857

Nicholas Brewer Recent for qu Feby 2. 1857

Whereupon on the same day the commission for testimony was remanded to said commissioner

Afterwards to wit the 3 day of February 1857 the commission on of said Returned said commission with additional testimony taken under the same in the words following to wit

Sydney vs Tolson et al

In Equity
Circuit Court for Anne Arundel County
Interrogatories to be propounded to witnesses to be produced by complt

Look at the papers now shown you marked respectively L J No 2 & L J No 3 & tell whether you are acquainted with the handwriting of Jacob Tolson and William Watts & have ever seen them or either of them write. If yes state whether the signatures to the said papers or deeds are in the handwriting of the said Watts & Tolson respectively

Randall & Stayner Solicitors

Memorandum The exhibits L J No 2 & L J No 3. above referred to will be found recorded with commission as first Returned

Annapolis February 3 1857

The commission having been remanded to the commissioner for the examination of additional testimony the commissioner met on Tuesday February 3 1857 and did then and there proceed to take the following deposition to wit William Bryan a witness of lawful age produced on the part of the complainant being duly sworn & examined to the additional interrogatory filed by the Complainant and hereunto returned deposes & says.

That he has seen William Watts and Jacob Tolson write, and is sufficiently acquainted with their handwriting to know their signatures. The signatures to Exhibits L J No 2 and L J No 3 now shown him are in the handwriting of said Watts & Tolson respectively

No other witnesses being produced and no further time required for the production of the same the commissioner closed the saine & therewith returns the same, under his hand & seal this 4 day of February 1857

William S Green Commr (seal)

Afterwards to wit on the 4 day of Feby the Judge passed an order in said cause in the words following to wit

Lewis Sydney vs Jacob Tolson trustee for the creditors Sarah E Tolson Abraham E Tolson Kate N Tolson Frances E Tolson & William Watts

In Equity
Circuit Court for Anne Arundel County
January Term 1857

This cause standing ready for hearing and being submitted the bill answers,

and all the other proceedings whereby the court read and considered
Whereupon it now this 14 day of February in the year 1857 by Nicholas Brewer
Circuit Judge and by the authority of this Court adjudged ordered and decreed
that unless the said Defendant Jacob B Tolson or the Defendant John A Cromer
shall pay or bring into the court to be paid to the complainant on or before
the 14 day of April next the sum of five hundred dollars with interest thereon
from the eighteenth day of July eighteen hundred and fifty one together with the
costs of this suit that the Real Estate in the proceedings mentioned be sold
That Alexander Randall & Alexander B Hagner of the City of Annapolis
be and they hereby appointed trustees to make said sale and that the course
and manner of their proceedings be as follows they shall first file with the
Clerk of this Court, a bond to the State of Maryland executed by themselves
with a surety or sureties to be approved by the Circuit Judge or Clerk in the
penalty of twenty five hundred dollars conditioned for the faithful performance
of the trust reposed in them by this decree or which may be reposed in them
by any future order or decree in this premises they shall then proceed to make
the said sale having at first given at least three weeks previous notice inserted
in some newspaper or papers printed in the City of Annapolis and such other
notice as they may think proper of the time place manner and terms of sale
which terms shall be as follows: One third part of the purchase money to be
paid in cash on the day of sale or of the final ratification thereof by this
Court the balance in one and two years from the day of sale the whole ~~balance~~
to bear interest from the said day & to be secured by bonds satisfactory to the
Trustees and as soon as may be convenient after any such sale or sales the
said trustees shall return to this Court a full and particular account of the
same with an affidavit of the truth thereof and of the fairness of such
sale or sales annexed and on the ratification of such sale or sales by the
Court and on the payment of the whole purchase money (and not before)
the said trustees by a good and sufficient deed to be executed and
acknowledged agreeably to law shall convey to the purchaser or purchasers
of said property and to his her or their heirs the property to him her or them
sold free clear and discharged of all claim of the parties to this cause
and of any person or persons claiming by from or under them or any of them
And the said trustees shall bring into this Court the money arising on such
sale or sales and the bonds which may be taken for the same to be disposed
of under the direction of this Court or Chancellor upon the coming thereof the costs of
this suit and such commission to the said trustees as the Court shall think
proper to allow in consideration of the skill attention and fidelity wherewith
they shall appear to have discharged their trust

Nich. Brewer Circuit Judge

Afterwards to wit on the 16 day of April 1857 the Trustees file their Bond which being duly approved is the words following to wit

Know all Men by these presents that we Alexander Randall Alexander B Stagner and John Randall of the City of Annapolis, are held and firmly bound unto the State of Maryland in the full and just sum of twenty five hundred dollars lawful money, to be paid to the ~~said~~ State or its Certain attorney to which payment well and truly to be made and done we bind ourselves our and each of our heirs executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this fifteenth day of April eighteen hundred and fifty seven Whereas by a Decree of the Circuit Court for Anne Arundel County bearing date the fourteenth day of February eighteen hundred and fifty seven and passed in a Cause in the said Circuit Court in which Lewis Sydney was Complainant and Jacob Tolson and others Defendants the above bound Alexander Randall and Alexander B Stagner have been appointed Trustees to make Sale of the real Estate in the said proceedings mentioned Now the Condition of the above obligation is such that if the said Alexander Randall and Alexander B Stagner do and shall well and truly and faithfully perform the trust reposed in them by the said Decree or in which may be reposed in them by any future decree or order in the premises Then the above obligation to be void otherwise to remain in full force and virtue in law

Signed Sealed & delivered in presence of P R Voorhees

A Randall (Seal)
A B Stagner (Seal)
John Randall (Seal)

I believe the Surety to the within bond to be sufficient

Frank Stockett Solicitor A A County

Approved 16 April 1857 A H Greenleaf

Afterwards towit on the 9 day of May 1857 the Trustees file in said Cause their Report as follows towit

The undersigned appointed Trustees under the Decree of your Honor passed on the fourteenth day of February last in the Cause of Lewis Sydney vs Tolson et al respectfully represent unto your Honor That after giving Bond as required by the said Decree they proceeded to advertise the said property in the Maryland Republican & Annapolis Gazette two newspapers printed in the City of Annapolis, for more than three successive weeks giving notice of the place time manner and terms of sale and complied in all other respects with the requirements of the said Decree That in accordance with such Notice your Trustee Alexander B Stagner attended on the premises on Saturday the 9 day of May inst. and proceeded to offer the said property for sale when and where Emma Leonard of the City of Annapolis, being the highest bidder therefor became the purchaser thereof as the Trustee for Sarah Em

January Term 1857

Tilson and her Children at and for the Sum of Eleven hundred dollars
The Trustees further report that the said purchaser has not yet complied with the terms
of sale, but promises so to do to all which respectfully submitted

Randall & Hagner Trustees

Maryland Annearundel County to wit I hereby certify that on this 9th day
of May 1857 before the Subscriber an alderman in & for the City of Annapolis
personally appeared Alexander B Hagner and made oath that the matters
contained in the foregoing Report are true as therein set forth and that the sale
therein reported was fairly made to the best of his Knowledge & belief

Sworn to before Wm Bryan Alderman

And on the same day was passed the following order viz

Sylvanus vs Tolson et al

Ex Equity
Annearundel County
May 9th 1857

Ordered that the sale made and reported by Alexander Randall & Alexander B Hagner Trustees in the case aforesaid be ratified and confirmed unless cause be shown to the contrary on or before the 9th day of July next
Provided a copy of this order be published in some newspaper printed in this City of Annapolis once a week for each of three successive weeks before the 9th day of June next

The Report states the amount of sales was $1100.00

R H Green Clk Circuit Court for
Annearundel County

612

Nich^s J Watkins Sally D Watkins John S Selby and Margaret his wife Joseph G Trapnell and Emily G his wife and Samuel V Blake

vs

James H W Blake and Nicholas J Watkins Junr

Be it remembered that heretofore to wit on the 24 day of November 1856 came Nicholas J Watkins Sally D Watkins, John S Selby and Margaret his wife Joseph G Trapnell and Emily G his wife and Samuel V Blake by Randall Stagner their Solicitor into the Circuit Court for Anne Arundel County sitting as a Court of Equity and exhibited their Bill of Complaint against James H W Blake and Nicholas J Watkins Junr in the words following to wit

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County sitting in Equity

The Bill of Complaint of Nicholas J Watkins Sally D Watkins John S Selby and Margaret his wife of the City of Baltimore Joseph G Trapnell and Emily G his wife of Rhode Island and Samuel V Blake of the State of Virginia respectfully represents unto your Honor

That heretofore about the eighteenth day of July eighteen hundred and fifty three a certain Margaret Watkins, the wife of your orator Nicholas being seized and possessed of certain Real and Personal Estate lying in Anne Arundel County whereupon right with the assent of her said husband made and executed in due form of law her last will and testament wherein among other matters she devised as follows I give devise and bequeath the whole of my estate real personal and mixed of whatsoever it may consist particularly the twenty five Shares of the Capital Stock of the Farmers Bank of Maryland standing in the name of my son James H Watkins as trustee on the books of the Bank at Annapolis, also the farm on the north side of the Severn in Anne Arundel County devised to me by my father Richard Todd dec^d which has been for many years and still is in possession of my husband to my son James H Watkins, his heirs executors administrators and assigns forever in trust nevertheless, as for the sole and separate use and benefit of my daughter Sally D Watkins for and during her natural life and thereafter for the sole and separate use and benefit of the child or children or descendants of such if any my said daughter Sally may leave at the time of her death and in the event of no such child or children or descendants of such surviving, then the whole of the said Estate at the death of my said daughter Sally. I give devise and bequeath to my three daughters Margaret Selby. Emily G Trapnell and Mary Anne Blake their heirs and assigns forever equally to be divided between the three: and in the event of either or all of my said three daughters dying before my said

January Term 1857

daughter Sally as above, the Children of such deceased daughter to take in equal parts the third part of their Mother, if then living would have taken

They further Charge that the said Margaret died afterwards about the Month of August eighteen hundred & fifty four without having altered the said Will, which was duly admitted to probate in said County as will appear by reference to an authenticated Copy thereof hereunto filed marked Exhibit A. which with their other exhibits Your orators pray may be taken as part of their Bill of Complaint They Charge that your Orator Sally is Sole and unmarried, that Mary Clare Blake, the wife of your Orator Samuel V Blake, is dead leaving one Child an infant James H V Blake her only heir at law and that she died intestate Your Orator Nicholas I Watkins Charges that he is entitled to an interest as tenant by the Curtesy in the Real Estate named in said Will but he is willing to submit this question to the determination of this Court The Charge that by a Decree of your Honor heretofore passed part of the said Real Estate was directed to be Sold, and was Sold by a Trustee thereto appointed, and they are anxious that the residue of the said Realty should also be Sold and the proceeds invested in some more profitable Manner, but they are advised that the Same Cannot be sold without the aid of this Court, by reason of the infancy of the said James H V Blake, who is entitled to a Contingent interest in the same, and they further Charge that the said James H Watkins named as Trustee in said Will is dead, and that his eldest Son upon whom as they are advised, the legal title to the said Trust property hath descended as his heir at Common law, is a minor named Nicholas I Watkins Jr and unable to administer the Said trust and that it may be necessary to appoint Some other person to perform the duties of the said Trust and that for this reason also Your orators require the interposition of your Honor

They Charge that it would be greatly for the interest and advantage of all the parties interested in the said real Estate that the Same should be Sold and the proceeds invested in some more profitable Manner and Stand subject to the same trust and conditions as the said realty now does

To the End therefore inasmuch as your orators are remediless in the premises except by the interposition of your Honor, that the said James H V Blake and Nicholas I Watkins Jr may answer the premises by a Guardian to be thereto appointed and that the said Real Estate yet undisposed of may be sold by a Trustee to be appointed thereto by your Honor. and that the proceeds be subject to the trusts and limitations of the said will and that your Honor may decide whether your orators Nicholas I Watkins and Emily A Blake are entitled to any interest and to what extent in the said realty and that your Honor may decree

touching the proper rights and interests of all the parties to the suit and that your Orator may have such other and further relief in the premises as the nature and equity may require

May it please your Honor to grant unto your Orator the State, gracious writ of Subpoena against the said James Henry Blake of Baltimore City and Nicholas Mealkins Jr. of Washington County who are minors as before stated Summoning them to be and appear in this Court by a certain day to be therein named to answer the premises and show cause if any they have why a decree should not pass as prayed and as in duty bound

Pancoast & Hagner for the complt.

Memorandum The Exhibits referred to in the Bill will be found recorded with the Commission for Testimony

And thereupon writs of Subpoena were accordingly issued against the defendants returnable to the next term to wit January Term 1857

And thereupon the writ of Subpoena against the defendant Nicholas Mealkins Jun. was Returned Bona endorsed to wit

Maryland Montgomery County Sct On the first day of December 1856 before the Subscriber a Justice of the peace in and for the State & County aforesaid personally appeared John W Brethed and made oath that he read the within Subpoena to Nicholas Mealkins Jr the infant therein named

Sworn before I Brooke JP

And afterwards to wit the 4 day of December 1856 a Commission was issued to I B Kerfoot of Washington County to take the answer of the infant defendant Nicholas Mealkins Jun

And afterwards to wit the 10 day of December 1856 the Commissioner D B Kerfoot made return of his Commission with the answer of the infant defendant Nicholas Mealkins Jun in the words following to wit

Maryland Ss The State of Maryland

To D B Kerfoot of Washington County Greeting Whereas Nicholas Mealkins and Sally D Mealkins st. lately exhibited their bill of Complaint before us now in our Circuit Court for the aforesaid County Sitting as a Court of Equity against Nicholas Mealkins Jun and whereas we have by our writ lately Commanded the said defendant to appear before us in our said Circuit Court for the aforesaid County Sitting as a Court of Equity at a certain day to answer of the said bill of Complaint but for as much as the said Nicholas Mealkins Jun is an Infant under age and cannot answer the said bill nor defend this Suit without having a Guardian assigned in that behalf Know ye therefore that we have given unto you full power and authority in pursuance of the Statute in such case made and provided to assign and appoint a Guardian for the said Infant and to take the answer of the said Infant by such Guardian to the said bill and

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therefore we command you that at such a reasonable day and place as you shall think fit you go to the said Defendant if he cannot conveniently come to you and assign and appoint a Guardian for the aforesaid Infant and take the answer of the said Infant by such Guardian to the said Bill on such Guardian corporeal oath upon the Holy Evangels to be administered by you the said answer being distinctly and plainly and at when you shall have so taken the said answer you send the same closed up under your seal together with your certificate of your having assigned and appointed such Guardian as aforesaid and the ~~court~~ unto us in our said next court for said County sitting as a court of Equity Witness the Honorable Nicholas Brewer Circuit Judge of the said Circuit court for said County this 4 day of December Anno Domini 1856 Test

S S Gambler

To the Honorable Nicholas Brewer Circuit Judge of the Circuit Court for said County

The undersigned respectfully returns that pursuant to the authority vested in him by the foregoing Commission he did on the presence of the Infant on the eighth day of December in the year 1856 assign and appoint John W Breathed Guardian to the said Infant in said Commission named and did take the answer of the said Infant by the said Guardian on his Corporal oath by the undersigned administered which answer he annexed is herewith returned together with said Commission Witness my hand and seal this eighth day of December 1856

John B Kerfoot Comr (Seal)

The answer of Nicholas S Mathews Jr an Infant under the age of twenty one years by John W Breathed his Guardian in that behalf specially appointed to the Bill of Complaint of Nicholas S Mathews & others against this Defendant & others in the Circuit court for said County sitting as a court of Equity exhibited This Defendant answering by his Guardian aforesaid to the said Bill of Complaint says that he does not admit the truth of the several matters and things charged and set forth in said Bill nor can he deny the same but being an infant he prays that the court will protect his interest in the premises and he prays to be hence dismissed with his costs and so forth

John W Breathed Guardian

The Guardian above named doth make oath that the matters and things stated in the foregoing answer are true to the best of his knowledge and belief So help him God

Sworn to before the Subscriber Commissioner for that purpose appointed

Dec 8. 1856 John B Kerfoot Comr

And thereupon the subpoena against the defendants James N W Blake

was returned thus endorsed to wit

Maryland to wit City of Baltimore Set On this 18 day of December 1856 before the subscriber a justice of the Peace in and for the State & City aforesaid personally appeared A R Selby and made oath that he read the within Summons to James H W Blake the infant therein named

Sworn to before M. W. Means J P

And afterwards to wit on the 8 day of Jany 1857 a Commission was issued to John S Selby of Baltimore City to take the answer of the Infant defendant James H W Blake

And afterwards to wit on the 20 day of February 1857 the Commissioner John S Selby made return of his Commission with the answer of the Infant defendant James H W Blake on the wax following to wit

Maryland Set The State of Maryland To John S Selby of Baltimore City Whereas Nicholas Illegible Sally Illegible and others lately exhibited their bill of complaint before us in our Circuit Court for Anne Arundel County sitting as a court of Equity against Nicholas Illegible Sarah and James H W Blake and whereas we have by our writ lately commanded the said Defendant to appear before us in our said Circuit Court for Anne Arundel County sitting as a court of Equity at a certain day to answer the said bill of Complaint but for asmuch as the said James H W Blake is an infant under age and cannot answer the said bill nor defend the suit without having a Guardian assigned on his behalf Know ye therefore that we have given unto you full power and authority in pursuance of the special order in our said Court to assign and appoint a Guardian for the aforesaid Infant and to take the answer of said Infant by such Guardian to the said bill and therefore we Command you that at such certain day and place as you shall think fit you go to the said Defendant, if he cannot conveniently come to you and assign and appoint a Guardian for the aforesaid infant and take the answer of the said infant by such Guardian to the said bill on such Guardian's Corporal oath upon the holy Evangels to be administered by you the said answer being distinctly and plainly wrote and when you shall have so taken the said answer you send the same closed up under your seal together with your certificate of your having assigned and appointed such Guardian as aforesaid and this writ unto us in our said Circuit Court for Anne Arundel County sitting as a court of Equity Witness the Honorable Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County this 8 day of January Anno Domini 1857 Test

P. H. Greenlees

To the Honorable Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County.

The undersigned respectfully

returns that pursuant to the authority vested in him by the foregoing Commission he in the presence of the Infant on the Nineteenth day of February in the year 1857. assign and appoint Samuel V Blake Guardian to the Infant in said Commission named and did take the answer of the said Infant by the said Guardian on his corporal oath by the undersigned administered which answer hereto annexed is herewith returned together with said Commission Witness my hand and seal this Nineteenth day of February 1857

John S Selby Comr (L S)

The answer of James H W Blake an Infant under the age of twenty one years by Samuel V Blake his Guardian in that behalf. Specially appointed to the bill of Complaint of Nicholas Mackins & others against the Defendant & others in the Circuit Court for Anne Arundel County sitting as a Court of Equity exhibited The Defendant answering by his Guardian aforesaid to the said bill of Complaint says that he doth not admit the truth of the several matters and things charged and set forth in said bill nor deny the same but being an infant under age he prays that the Court will protect his interest in the premises and he prays to be hence dismissed with his costs and so forth

S V Blake Guardian

The Guardian above named Makes oath in the Holy Evangelists of Almighty God that the matters and things stated in the foregoing answer are true to the best of his Knowledge and belief Sworn to before the Subscriber Commissioner for that purpose appointed

John S Selby Comr

And thereupon on the same day to wit the 20 day of February 1857 a Commission was issued to the Standing Comrs to take testimony in said Cause

And afterwards to wit on the 21st day of February 1857 Nicholas Brewer of Wm one of the Commissioners aforesaid made Return of said Commission with the proceedings under the same in the words following to wit

Maryland Sc. The State of Maryland To William S Green and Nicholas Brewer of Wm of Anne Arundel County Greeting. Know that we have appointed you to be our Commissioners to examine witnesses and receive depositions in a certain cause in our Circuit Court for Anne Arundel County sitting as a Court of Equity between Nicholas Mackins Sally Mackins John S Selby Andrew Jean & others Complainants and James H W Blake and Nicholas Mackins Jr. Defendants We therefore require you having first taken the oath hereunto annexed and also administered the annexed oath to the person whom you shall appoint as clerk to attend the Execution of this Commission that at such time and place as to you shall seem

Convenient you cause to come before you all such evidences as shall be named and produced to you by either the Plaintiffs or defendants and that you examine them either by oral oaths to be by you administered upon the Holy Evangelys or Almighty God touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you cause Notice to be given to the parties or their attorneys of the execution of this commission before you execute the same. and having received the depositions of the Witnesses so taken by you into writing you send the same with this our Commission close under your hand and seal to us in our Circuit Court for Anne Arundel County sitting as a Court of Equity with all convenient speed Witness the Honorable Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County this 20th day of February Anno Domini 1857

A. H. Green Clk

Commissioners Oath

You shall according to the best of your Skill and Knowledge truly faithfully and without partiality to any or either of the parties take the Examinations and depositions of all and every Witness and Witnesses produced and Examined by value of this commission hereunto annexed upon the interrogatories now or which may hereafter before the said Commission is closed be produced to and left with you by either of the said parties So help you God

Clerks Oath

You shall truly faithfully and without partiality to any or either of the parties in this Cause take write down and have ready the depositions of all and every the Witness and Witnesses produced before and Examined by the Commissioners named in the Commission hereunto annexed as far forth as you are directed and employed by the said Commissioners to take write down and have ready the said depositions or any of them So help you God

Nicholas I. Watkins
Sally D. Watkins & others
vs
James H. W. Blake (an)
Nicholas I. Watkins (an)
of the complainants

In Equity
Circuit Court for Anne Arundel County

Interrogatories to be propounded to Witnesses to be produced on behalf

1st Do you know the parties to this Suit or either of them If you state the names ages and residences of such of them as you know

2d Did you know Mrs Margaret Watkins late of Anne Arundel County: If you state when she died: Whether she died intestate or left a will, and whether she left a husband or Children surviving her and state their names

January Term 1857

3 Do you Sally Watkins the daughter of Mrs Margaret Watkins, If you State whether she is married or single

4 Did you know Mary Ann the daughter of the said Margaret: If you State whether she be alive or dead, If dead state when she died, whether she was married, and if you State whether she left a husband or children surviving her and State their names and ages.

5 Did you know James H Watkins the son of the said Margaret Watkins If you State whether he is alive or dead. If dead State when he died and whether he left any son surviving him and State also who is the eldest son of the said James, and what is his age

6 State whether you know the farm left by the said Margaret situated on the North side of the Severn River described in the Will of the Margaret now shown you marked Exhibit A, If you State whether in your opinion it would be for the interest and advantage of the parties to this suit that the same should be sold, and the proceeds, held under the Direction of this Court

Randall & Stagner Solicitors

At the execution of this Commission issued out of the Circuit Court for Anne Arundel County Sitting as a Court of Equity and empowering the Commissioners thereunnamed to examine evidence in a Cause in said Court pending between Nicholas I Watkins and others Complainants and James H W Blake and others defendants I Nicholas Brewer of Wm One of the Commissioners thereunnamed do on Friday February the twenty sixth eighteen hundred and fifty Seven at the office of A B Stagner Esquire in the City of Annapolis at five o'clock P M proceed in the presence of A B Stagner Esq Solicitor for the Complainants to take the following depositions

William Bryan a witness of lawful age produced on the part of the Complainants being duly Sworn and Examined to interrogatories filed on the part of the Complainant and hereunto returned deposes and says

To the first Interrogatory that he does know all the parties Nicholas I Watkins Jun and James H W Blake are under twenty one years of age the other parties are above that age. Joseph Chapnell and his wife Emily Chapnell live in the State of Rhode Island as he has understood They do not live in Maryland Samuel W Blake is a Methodist clergyman but where State moved he does not know, but not in the State of Maryland Nicholas I Watkins Jun is at College in Washington County Maryland He lives in Anne Arundel County when at home all the other parties in Baltimore

To the second Interrogatory that deponent did know Mrs Margaret Watkins

she died on August or September eighteen hundred and fifty four; she left a Will, she left a husband surviving her Nicholas Meatkins, & she also left the following children surviving her Margaret Thompson wife of John Selby of the City of Baltimore, Emily the wife of Joseph Lapnell and Sally Meatkins

Witness Interrogatory Do he does know Sally Meatkins She is not married

Witness fourth Interrogatory Do he did know the said Mary Clare she is dead having previously intermarried with Samuel V Blake who survived her she also left a child who is now named Anna Mill Blake an infant of tender years Mrs Blake died before her Mother the said Margaret Meatkins

Witness fifth Interrogatory Do he did know the said James Meatkins he is dead and died some time in eighteen hundred and fifty three the eldest son of the said James is the defendant Nicholas Meatkins & is now an infant of about seventeen or eighteen years

Witness sixth Interrogatory Do deponent is well acquainted with the farm situated on the north side of the Severn River and described in the Will of the said Margaret now shown this deponent Thinks & believes that the deponent is of opinion under the circumstances in which the said farm referred to is left by the Will of the said Margaret Meatkins that it would be to the interest of all parties that it be sold He thinks so because the houses are in a dilapidated condition and that it would require a large sum of money to repair them and that the land is depreciating in value and is not likely that the tenants for life will find the interest necessary to induce them to expend money sufficient to repair the buildings and improve the land That it would be better that it should belong to some person whose pecuniary interest it would be to repair and keep in repair the buildings and improve the land and keep it from depreciating in value Neither is it that the amount of money it would sell for would produce a large annual income for the tenants would be secure

No other other witness being produced and neither party desiring further time for the production of the evidence, the undersigned Commissioner closed the said Commission and hereunto returns the same under his hand and seal this twenty first day of February eighteen hundred and fifty seven

A Brewer of Wm (Seal)
Eichelberger

Filed under the Commission Feby 21 1857 A Brewer of Wm Commr

I Margaret Meatkins wife of Rev Nicholas S Meatkins of the City of Annapolis Maryland do make publish and declare the following to be my last will and Testament My husband Consenting thereto and

subscribing her name thereon

I give devise and bequeath the whole of my estate real personal and mixed of whatsoever & wherever consisting particularly the twenty five shares of the capital and profit stock of the Farmers Bank of Maryland standing in the name of my son James H Watkins as shown on the Books of the Bank at Annapolis, also the Farm on the north side of Severn in Anne Arundel County devised to me by my Father Richard Todd deceased which has been for many years and still is in the possession of my husband and the three story Brick house and lot of ground on which it is erected and annexed thereto lying on the Duke of Glester street in the City of Annapolis, where I have been for many years residing to my son James H Watkins his heirs executors administrators and assigns forever In Trust, nevertheless nevertheless and for the sole and separate use and benefit of my daughter Sally D Watkins for and during her natural life and thereafter for the sole and separate use and benefit of the heirs or children or descendants of such, if any, my said daughter Sally may leave at the time of her death and in the event of no such heir or children or descendants of such then living then the whole of the said Estate at the death of my said Daughter Sally I give devise and bequeath to my three Daughters Margaret Selby Emily G Chapnell and Mary Ann Blake their heirs and assigns forever equally to be divided between the three and in the event of either or all of my said three Daughters dying before my said Daughter Sally or above the children of such deceased Daughters to take in equal parts the third part their mother if then living would have taken

Lastly Lastly. I do hereby Constitute and appoint the Executors of this my Last Will and Testament revoking all others In Testimony whereof I have hereto set my hand and affixed my seal this eighteenth day of July Eighteen hundred and fifty three

Signed sealed published and declared by Margaret Watkins the above named Testatrix as and for her last Will and Testament in the presence of us who at her request and in the presence and in the presence of each other have subscribed our names as witnesses thereto And we the Subscribers do hereby certify that we have previously examined the said Testatrix Margaret Watkins personally well knowing apart from and out of the presence and hearing of Nicholas Watkins her husband whether she doth make this said Last Will and Testament freely and voluntarily and without being induced thereto by fear or threats of cruel usage by her said husband and she says that she does it willingly and freely and

Margaret Watkins (Seal)

without being induced thereto by fear or threats of or ill usage by her said husband "the words dying before my said Daughter Sally as above" having been first interlined

Wm Redout Sam Redout Jr Wm Redout Jr

I Nicholas Mattkins of the City of Annapolis husband of the aforesaid Testatrix Margaret Mattkins do consent to the aforegoing Last will and Testament and subscribe the same this day of Sept eighteen hundred and fifty three

N Mattkins

Anne Arundel County to wit
The 29 day of August 1854

Then came John Redout Sen and John Redout Jr two of the subscribing witnesses to the aforegoing last will and Testament of Margaret Mattkins late of Anne Arundel County deceased and made oath on the holy Evangels of Almighty God that they did see the Testatrix sign and seal the said will that they heard her publish and pronounce and declare the same to be her last will and Testament and that at the time of her so doing she was to the best of their apprehension of sound and disposing mind memory and understanding that they together with Samuel Redout the other subscribing witness respectively subscribed their names as witnesses thereto at the request and in the presence of the Testatrix and all in the presence of each other

Benj G Gantt Reg Wills a a Co

In Testimony that the aforegoing is a true copy taken from the original I have unto set my hand and affixed the seal of my office this 28 day of Sept eighteen hundred and fifty four

(Seal) Benj G Gantt Reg Wills
a a Co

And afterwards to wit on the 14 day of March 1857 the Judge passed his decree in the said cause in the following words to wit

Nicholas Mattkins Sally D Mattkins & others
vs
James H W Blake and Nicholas Mattkins Jun

In Equity
Circuit Court for Anne Arundel County
January Term 1857

This cause standing ready for hearing and being submitted the bill answers and all the other proceedings were by the Court read and considered Whereupon it is this fourteenth day of March in the year 1857 by Nicholas Brewer Circuit Judge and by the authority of this Court adjudged and decreed and ordered that there is no dispute in the proceedings mentioned between that Alexander Randall & Alexander B Hagner be and they are hereby appointed Trustees to make said sale and that the Course and manner of their proceedings be as follows they shall first file with the Clerk of this Court a bond to the State of Maryland executed by them with a surety or sureties

to be approved by the Court Judge or Clerk of the Court in the penalty of five thousand dollars to be conditioned for the faithful performance of the trust reposed in them by this decree or which may be reposed in them by any future or over decree in the premises they shall then proceed to make the said Sale at private or public sale as they may ~~think~~ deem fit and if at public sale they shall first give at least three weeks previous notice inserted in some newspaper or papers published within the City of Annapolis and such other notice as they shall think proper of the time place manner and terms of sale which terms shall be as follows. One third of the purchase Money to be paid on the day of sale or the final ratification thereof by the Court and the balance in one and two years from the day of sale the whole to be secured by the bonds of the purchaser with security satisfactory to the Trustees and to bear interest from the day of sale and as soon as may be convenient after any such sale or sales the said Trustees shall return to this Court a full and particular account of the same with an affidavit of the truth thereof and of the fairness of such sale or sales annexed and on the ratification of such sale or sales by the Court and on the payment of the whole purchase money (and not before) the said Trustees by a good and sufficient deed to be executed and acknowledged agreeably to law shall convey to the purchaser or purchasers of said property and to his her or their heirs the property to him her or them sold free clear and discharged of all claim of the parties to the cause and of any person or persons claiming by from or under them or any of them and the said Trustee shall bring into the Court the money arising on such sale or sales and the bonds which may be taken for the same to be disposed of under the direction of the Court after deducting therefrom the costs of the suit and such commission to the said Trustees as the Court shall think proper to allow a commission of five per centum for collecting and fidelitably disbursing the same which they shall appear to have discharged their trust

Nicholas Brewer Circuit Judge

Afterwards to wit on the 30th day of May 1857 the Trustees filed in said Cause their Bond which being duly approved is in the words following to wit

Know all Men by these Presents That we Alexander Randall Alexander D. Hayes and John Randall of Anne Arundel County in the State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of five thousand dollars lawful Money to be paid to the said State of Maryland or its Certain Attorney to which payment well and truly to be made and done we bind ourselves and each of us our and each of our heirs Executors and administrators jointly and severally firmly by these Presents Sealed

without seals and dated this thirteenth day of May in the year eighteen hundred and fifty seven Whereas by a decree of the Circuit Court for Anne Arundel County in Equity bearing date the fourteenth day of March in the year eighteen hundred and fifty seven and passed in a cause in the said Court wherein Meekins and others are Complainants and Blake & others are defendants the above bound Alexander Randall and Alexander B Stagner have been appointed Trustees to make Sale of Certain Real Estate in the proceedings in said cause Mentioned Now the condition of the above obligation is such that if the above bounden Alexander Randall and Alexander B Stagner do and shall well and faithfully perform the trust reposed in them by the said decree or that may be reposed in them by any future decree or order in the premises then the above obligation to be void otherwise to remain in full force and virtue in law

Signed sealed & delivered in presence of
J R Worthington

A Randall (seal)
A B Stagner (seal)
John Randall (seal)

I Certify that the sureties upon the within bond are sufficient
J S Thanbern

Approved 30th May 1857 A S Greenberry

And on the same day the Trustees file their Report together with an Exhibit marked A in the words following to wit

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County Sitting in Equity

The undersigned appointed Trustees by the Decree of your Honor of the 14 March 1857 to make sale of the real Estate Mentioned in the Case of Meekins and others vs Blake & others respectfully represent unto your Honor - That they have filed a Bond which has been submitted to be duly approved although by an oversight it was not filed until the Sale had been made wherein after reported

That under the authority given to them in the decree they sold the said land supposed to contain two hundred and seventy acres to Joshua Brown of the City of Annapolis for fifteen dollars per acre. That in so doing they merely ratified a previous arrangement which had been made by the complainants with the said Brown but which your Trustees believe was beneficial to them They also found that the terms of Sale agreed upon by the Complainants with the purchaser were that of $70 should be paid in hand, and the balance in three equal annual instalments from the 1st day of January last the whole to bear interest from that day They state that these terms differ somewhat from

those prescribed by the Decree, but they report to your Honor with the hope that they will be approved, & they herewith file said Terms of Sale Marked A. They further report that they agree that a survey should be made of the land & that the purchaser was only to be charged with the actual quantity ascertained by the Surveyor. They further report that the purchaser has paid to them the Cash payment of $500 with interest from the 1st January 57

All which respectfully Submitted

A Randall A B Stagner Trustees &c

State of Maryland Anne Arundel County Sct I hereby certify that on the 30. day of May 1857 before the Subscriber a Justice of the Peace in and for the State & County aforesaid personally appeared Alexander Randall & Alexander B Stagner & made oath that the matters & things set forth in the foregoing Report are true as therein stated & that the sale therein reported was fairly made

Sworn to before me
Richard N

Wm. Glover

1st January 1857

We have this day sold to Arthur Brown the farm of the late Mrs Margaret Watkins on the North side of the Severn River in Anne Arundel County supposed to contain about 270 acres adjoining the farms of Samuel Richardson, Dr Samuel Ridout Mr Elias Dorsey and John S. Boone at and for the Sum of $15 per acre the said land to be conveyed by us & the said Brown under the provisions of the Decree of the Circuit Court for Anne Arundel County in Equity in the Case of A. Watkins & al vs Blake & al the exact number of acres to be ascertained by a Survey one half of the expense of which is to be paid by the said Arthur Brown. The Terms of said sale are as follows viz five hundred dollars thereof to be paid in Cash & the balance in three equal annual instalments with interest from this day to be secured by Bonds with security to be approved by us. & the said Brown hereby agrees to comply with the said terms of sale

Arthur Brown (seal)
Randall & Stagner Trustees (seal)

In presence of
W G Pickrell

And on the same day the following order was passed

Watkins & others
vs
Blake & others

In the Circuit Court for Anne Arundel County
In Equity
May 30th 1857

Ordered that the sale made and reported in this Case by Randall & Stagner Trustees be ratified & confirmed unless Cause be

shown to the contrary on or before the 30 day of ~~February next~~ Provided a copy of this order be inserted in some newspaper published in the City of Annapolis once a week for each of three successive weeks before the 30 day of ~~June next~~ The Report states the amount of sales to be $4,157.00

W H Green Clk Circuit Court for Anne Arundel Co

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April Term 1857

Maryland. Anne Arundel County Court

At a Circuit Court of the Second Judicial Circuit of the State of Maryland begun and held at the City of Annapolis in and for Anne Arundel County aforesaid sitting as a Court of Equity on the third Monday of April being the 20th day of the same month in the year of our Lord One thousand Eight hundred and fifty Seven

Present

The Honorable Nicholas Brewer Judge
Nicholas H. Gean Clerk

Among others were had the following Proceedings to wit

William Tucker John H Tucker Samuel Brown and Charlotte his wife Edward G Tucker John Seward and Eliza his wife
vs
George Heyden and Susan Brice

Be it remembered that at this present term to wit the 21. day of April 1857 came the William Tucker John H Tucker Samuel Brown and Charlotte his wife Edward G Tucker, John Seward and Eliza his wife by Thomas G Hall their Solicitor into the Circuit Court for Anne Arundel County sitting in Equity and exhibited their Bill of Complaint against George Heyden and Susan Brice in the words following, to wit

To the Honorable N Brewer Judge of the Circuit Court for Anne Arundel County sitting in Equity

The Bill of Complaint of William Tucker of Washington City in the District of Columbia of John H Tucker & Samuel Brown and Charlotte his wife of the same place of Edward G Tucker of the State of Missouri of John Seward and Eliza his wife of the City of Baltimore sheweth unto your Honor that Abel Tucker being seized in fee of a Tract or parcel of land lying & being in Anne Arundel County called "The Heirs Purchase" & "Bobs Discovery" & afterwards upon resurvey called "Walkins Inheritance" containing about One hundred acres of land departed this life intestate leaving Mary Tucker his widow your orators William, John H Edward G & Eliza and Charlotte and a daughter Mary who intermarried with one Richd Jacobs his only Children and Heirs at Law Your orators further shew unto your Honor that their said Mother Mary Tucker died after the death of her said Husband Abel Tucker Mary One Jonathan Selby by whom she had another child Susan who has intermarried with one Charles Brice & now resides in Anne Arundel County, & that your orators said other Mary after the death of her said second Husband Selby married Geo Heyden by whom she had no Children who now survives her

and who with the said Susan Price are the Defendants to the Bill of Complaint. Your orators further show that their said sister Mary who married as she before stated Richard Jacobs died with her said Husband on the twenty fifth day of June eighteen hundred and twenty eight leaving her interest in the land so left by the said Abel Tucker to your orators said Mother Mary Henselby as will more fully appear by Complainants Exhibit No. 1. which together with their other Exhibits they pray may be taken & considered as a part of their bill of Complaint, And your Orators show that the said Mary Jacobs and her said Husband Richard Jacobs have since the date of their said deed died about the year both departed this life intestate & without Children leaving your orators as their only heirs at law

Your orators further show to your Honor that your Orator Eliza before her marriage with her said husband J. Seward by deed dated the first of September eighteen hundred & twenty nine conveyed her interest in said land so left by her father to her said Mother then Mary Selby as will appear by a copy of said deed filed herewith & marked Exhibit No 2. They further show that your Orators Samuel Brown and Charlotte his wife and by their deed dated twenty fifth of Sept eighteen hundred & twenty nine convey their interest in the land so left by the said Abel Tucker to the said Mary Selby as will appear by Complainants Exhibit No 3. being a certified Copy of said deed

They further show that your Orator Joshua Tucker and Sarah A Tucker his wife by their deed dated the sixth day of January eighteen hundred and thirty did convey her interest in the said paternal estate to her said Mother Mary Selby as will appear by Complainants Exhibit No 4 herewith filed And they further show that your Orator William Tucker and Elizabeth Margaret Tucker his wife by deed dated the fifth Sept eighteen hundred and thirty nine & your orator Seaward J. Tucker and Elizabeth J. Tucker his wife by their deed dated the twenty third of March eighteen hundred & fifty three did convey their respective interests in their said paternal estate to their father in law George Heayden as will appear by copies of said deeds marked Exhibits No 5 & No 6 Your Orators further show unto your Honor that by reason of the premises & of the death of said Mary Heayden in eighteen hundred & fifty seven intestate they are as the heirs at law of their deceased mother Mary Heayden and as the heirs at law of the said deceased Sister Mary Jacobs entitled to undivided shares of the aforesaid land now in the possession of the Defendant Geo Heayden who is also entitled to an undivided interest in the said land invented

of the aforesaid Conveyance, from your Orators Wm Tucker & Saml Tucker and their respective wives as herein before set forth & your Orators show that said land is incapable of division without loss to the parties interested & they therefore pray that the same may be sold under a decree of this Court & the proceeds divided & be brought into Court to be distributed under its directions & to that end they pray that Subpoenas may issue to the said Geo Hayden and Susan Price of Anne Arundel County directed Commanding them to be & appear in this Court by Solr or in person on some day to be therein named to answer the premises & abide by such decree as may be passed by your Honor & your Orators will ever pray &c.

Thomas G. Hall Solr complts.

Exhibit No. 1.

This Indenture made this twenty fifth day of June in the year of our Lord one thousand eight hundred and twenty eight between Richard Jacobs and Mary Jacobs his wife of Anne Arundel County and State of Maryland of the one part and Mary Selby of the same County and State aforesaid of the other part Witnesseth that the said John Jacobs and Mary Jacobs his wife for and in consideration of the sum of two hundred dollars lawful money to them in hand paid by the said Mary Selby before the sealing and delivery of these presents the receipt whereof the said Richard Jacobs and Mary Jacobs his wife do hereby acknowledge and from every part and parcel thereof do hereby acquit exonerate and discharge the said Mary Selby her heirs granted bargained sold aliened enfeoffed and conferred and by these presents do grant bargain sell alien enfeoff and confirm unto the said Mary Selby her heirs and assigns all that undivided moiety or share of in and to all those tracts or parts of tracts or parcels of land whereon the said Mary Selby now resides called the "Heirs Purchase" and "Jobs Discovery" being surveyed and called "Walters Inheritance" containing one hundred acres of land more or less and to which the said Mary Jacobs became entitled as one of the heirs and representatives of her late father Abel Tucker deceased together with all and singular the buildings improvements hereditaments and appurtenances whatsoever thereunto belonging or anywise appertaining and the reversion and remainders rents issues and profits thereof and all the estate right title and interest whatsoever of them the said Richard Jacobs and Mary Jacobs his wife both at law and in equity of in to and out of the said tracts or parcels of land and premises hereby bargained and sold or meant mentioned or intended hereby to be and every and any part and parcel thereof to have and to hold the said tracts or parcels of land so aforesaid described called "The Heirs Purchase" and "Jobs Discovery" or by whatsoever name the same may be called together with the buildings

and appurtenances and all and singular the premises hereby bargained and sold or meant mentioned or intended hereby to be and every part and parcel thereof with the appurtenances and every of them appurtenances unto the said Mary Selby her heirs and assigns forever and to and for no other use intent or purpose whatsoever and the said Richard Jacobs and Mary Jacobs his wife for themselves their heirs Executors and administrators doth hereby Covenant grant promise and agree to and with the said Mary Selby her heirs Executors administrators or assigns that they the said John Jacobs and Mary Jacobs his wife and their heirs the same merely shall or shall have or shall do all those Acts and things of Acts or parcels of land so aforesaid hereby granted bargained and sold and every part and parcel thereof with the appurtenances thereunto belonging to her the said Mary Selby her heirs and assigns against them the said John Jacobs and Mary his wife and their heirs Claiming or to claim any right title or interest in and to the same or any part thereof shall and will hereafter warrant and forever defend by these presents In Testimony Whereof the said Richard Jacobs and Mary Jacobs his wife have hereunto set their hands and affixed their seals the day and year first herein before written

Signed Sealed and delivered in the presence of the words Richard Jacobs interlined in 5 places before signing in lieu of John Jacobs in presence of Gideon White & L. Holland

Richard Jacobs (seal)
Mary Jacobs (seal)

Endorsed on the foregoing or within written Deed

Maryland Set Anne Arundel County to wit On this twenty fifth day of June 1828 personally appeared Richard Jacobs and Mary Jacobs his wife of the County and State aforesaid being the parties grantors in the within and mentioned before us the Subscribers Justices of the Peace in and for Anne Arundel County and acknowledges the within and or instrument of writing to be their act and deed and the lands and premises therein mentioned and thereby bargained and sold to be the right and estate of the within named Mary Selby her heirs and assigns forever according to the purport true intent and meaning of the said deed or instrument of writing and the acts of assembly in such Case made and provided

Acknowledged before and subscribed by
Gideon White L. Holland

Recorded the 1st day of July 1828.

State of Maryland Anne Arundel County to wit I hereby certify that the foregoing is a true copy taken from Liber WSG No 13. folios 407 & one of the Land Record Books of Anne Arundel County

In Testimony Whereof I hereto subscribe my name and affix the seal of the Circuit Court for Anne Arundel County this 1st day

April Term 1857

day of Sept 1857 — R. H. Gunnell & Eliza A. Tucker

Exhibit No. 2

This Indenture made the first day of September in the year One thousand Eight hundred and twenty nine between Eliza Tucker of Anne Arundel County State of Maryland of the one part and Mary Selby of the same County and State aforesaid of the other part Witnesseth that the said Eliza Tucker for and in consideration of the sum of Two hundred dollars lawful money of the United States in hand paid by the said Mary Selby before the sealing and delivering of these presents the receipt whereof the said Eliza Tucker doth hereby acknowledge and from every part and parcel thereof doth hereby acquit exonerate and discharge the said Mary Selby hath granted bargained sold aliened enfeoffed and confirmed and by these presents doth grant bargain sell alien enfeoff and confirm unto the said Mary Selby her heirs and assigns all that undivided moiety or share of in and to all those tracts or parcels of land wherein the said Mary Selby now resides called the "New Purchase and Jobs Discovery" being since resurveyed and called "Walters Inheritance" containing one hundred acres of land more or less. and to which the said Eliza Tucker became entitled as one of the heirs and representatives of her father Abel Tucker deceased together with all and singular the buildings improvements hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and the reversion and remainder rents issues and profits thereof and all the estate right title and interest whatsoever of them the said Eliza Tucker both at law and in Equity of in to and out of the said tracts or parcels of land and premises hereby bargained and sold or meant mentioned or intended hereby to be and every and any part and parcel thereof to have and to hold the the said tracts or parcels of land so as aforesaid described called the "New Purchase and Jobs Discovery" or by whatsoever name the same may be called together with the buildings and appurtenances and all and singular other the premises hereby bargained and sold or meant mentioned or intended hereby to be and every part and parcel thereof with them and every of them appurtenances unto the said Mary Selby her heirs and assigns for ever and to and for no other use intent or purpose whatsoever and the said Eliza Tucker for herself her heirs Executors and administrators doth hereby covenant Grant promise and agree to and with the said Mary Selby her heirs Executors administrators or assigns that the said Eliza Tucker and her heirs the said moiety share or portion of all those tracts or parts of tracts or parcels of land as aforesaid hereby granted bargained and sold and every part and parcel thereof with the appurtenances

thereunto belonging to her the said Mary Selby her heirs and assigns against me the said Eliza Tucker and my heirs Claiming or to Claim any right title or Interest in and to the same or any part thereof shall and will hereafter Warrant and forever defend by these Presents. In Testimony whereof the said Eliza Tucker hath hereunto set her hand and affixed her seal the day and year first herein before written

Signed Sealed and delivered
in presence of
Gideon White James Hunter

Eliza Tucker (seal)

On the back of the foregoing was then written to wit

Maryland St Anne Arundel County to wit On this first day of September 1829 personally appeared Eliza Tucker of the County and State aforesaid being the Grantor within named mentioned before us the Subscribers Justices of the Peace in and for said County and acknowledged the within deed or instrument of writing to be her act and deed and the lands (and) premises therein mentioned and thereby bargained and sold to the right and estate of the within named Mary Selby her heirs and assigns forever according to the purport true intent and meaning of the said deed or Instrument of writing and the acts of assembly in such cases and provided. Acknowledged before me Subscribed by

Gideon White James Hunter

Recorded the 2nd day of September 1829
State of Maryland Anne Arundel County to wit I hereby Certify that the aforegoing deed is a true copy taken from Liber WSG No 14 folio 524 &c one of the Land Record Books of said County

(Seal) In Testimony Whereof I have set my name and affixed the seal of the Circuit Court for said County this 17 day of April A D 1857

W S Green Clerk

Exhibit No 3

This Indenture made this twenty fifth day of September in the year of our Lord One thousand Eight hundred and twenty nine between Samuel Brown and Charlotte Brown his wife of Washington City District of Columbia of the one part and Mary Selby of Anne Arundel County and State of Maryland of the other part Witnesseth that the said Samuel Brown and Charlotte Brown his wife for and in consideration of the Sum of Two hundred dollars lawful money to them in hand paid by the said Mary Selby before the sealing (and) delivery of these presents the receipt whereof the said Samuel Brown (and) Charlotte Brown his wife doth hereby acknowledge and from every part and parcel doth hereby acquit exonerate and discharge the said Mary

Selby hath granted bargained sold aliened enfeoffed and confirmed and by these presents doth grant bargain sell alien enfeoff and confirm unto the said Mary Selby her heirs and assigns all those undivided moiety or share of in and to all those tracts or parcels of land called The Heirs Purchase and Jobs Discovery being since resurveyed and called Mathews Inheritance containing one hundred acres of land more or less and to which the said Charlotte Brown became entitled as one of the heirs and representatives of her father Obed Tucker deceased together with all and singular the buildings improvements hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and the reversions and remainders rents issues and profits thereof and all the estate right title and interest whatsoever of them the said Samuel Brown and Charlotte Brown his wife both at law and equity of in to and out of the said tracts or parcels of land and premises hereby bargained and sold or meant mentioned or intended hereby so to be and every part and parcel thereof To have and to hold the said tracts or parcels of land so aforesaid described called The Heirs Purchase and Jobs Discovery or by whatsoever name the same may be called together with the buildings and appurtenances and all and singular other the premises hereby bargained and sold or meant mentioned or intended hereby so to be and every part and parcel thereof with the rents and every of them appurtenances unto the said Mary Selby her heirs and assigns forever and to and for no other use intent or purpose whatsoever and the said Samuel Brown and Charlotte Brown his wife for themselves their heirs Executors and administrators doth hereby covenant grant promise and agree to and with the said Mary Selby her heirs Executors administrators or assigns that they the said Samuel Brown and Charlotte Brown his wife and their heirs the said tracts or parcels of land or any part thereof or shall and will hereafter warrant and forever defend by these presents In testimony whereof the said Samuel Brown and Charlotte Brown his wife hath hereunto set their hands and affixed their seals the day and year first herein before written

Signed sealed and delivered in presence of
C H Wharton, Wm Chalmers

Samuel Brown (seal)
Charlotte Brown (seal)

On the back of the aforegoing was then written to wit

Maryland Set Cumberland County to wit On this twenty fifth day of September 1829 personally appear Samuel Brown and Charlotte

April Term 1857

her wife of Washington City and district of Columbia being the parties grantors in the within deed mentioned before us the subscribers justices of the peace in and for Anne Arundel County and acknowledges the within deed or instrument of writing to be their act and deed and the same and premises therein mentioned and thereby bargained and sold to be the right and estate of the within named Mary Selby her heirs and assigns forever according to the purport true intent and meaning of the said deed or instrument of writing and the acts of assembly in such cases made and provided Acknowledged before and certified by

District of Columbia County of Washington to Be remembered that on this second day of November 1829 appears Samuel Brown and Charlotte his wife before us the Subscribers Justices of the peace in and for the County aforesaid and acknowledge the within Instrument of writing to be their act and deed and the said Charlotte being by us privately examined whether she doth freely and without fear of the displeasure of her husband or all her kindred acknowledge the same answers that she doth Taken & Certified before us

C. H. W. Wharton W. Chalmers

Received this 5th day of January 1830

State of Maryland Anne Arundel County to wit I hereby certify that the aforegoing instrument of writing was taken from Liber W.S.G. No 15 folio 75 &c one of the Land Record Books of Anne Arundel County

In Testimony whereof I hereunto set my name and affix the Seal of the Circuit Court for said County this 17 day of June A.D. 1857

(Seal)

R. H. Gill Clerk

Exhibit No 4

This Indenture made this Sixth day of January in the year of our Lord One thousand eight hundred and thirty between John H. Tucker and Sarah A. Tucker his wife of Washington City District of Columbia of the one part and Mary Selby of Anne Arundel County and State of Maryland of the other part Witnesseth that the said John H. Tucker and Sarah A. Tucker his wife for and in consideration of the sum of Two hundred dollars lawful money to them in hand paid by the said Mary Selby at and before the sealing and delivering of these presents the receipt whereof the said John H. Tucker and Sarah A. Tucker his wife doth hereby acknowledge and from every part and parcel thereof doth hereby acquit exonerate and discharge the said Mary Selby hath granted bargained sold

aliened enfeoffed and conferred and by these presents doth grant bargain sell aliene enfeoff and confirm unto the said Mary Selby her heirs and assigns all that undivided moiety or share of for and to all those tracts or parcels of land called "The Heirs Purchase and Jobs Discovery" being since resurveyed and called "Walters Inheritance" containing one hundred acres of land more or less. And to which the said John H Tucker became entitled as one of the heirs and representatives of his late father Abel Tucker deceased together with all and singular the buildings improvements hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and the reversion and remainder rents issues and profits thereof and all the estate right title and interest whatsoever of the said John H Tucker and Sarah A Tucker his wife both at law and in equity of in and to all of the said tracts or parcels of land and premises hereby bargained and sold or meant mentioned or intended hereby to be and every any part and parcel thereof to have and to hold the said tracts or parcels of land so as aforesaid described called "The heirs Purchase and Jobs Discovery" or by whatsoever name the same may be called together with the buildings and appurtenances and all and singular the premises hereby bargained and sold or meant mentioned or intended hereby to be and every part and parcel thereof with the appurtenances and every of them appurtenances unto the said Mary Selby her heirs and assigns forever and to and for no other use intent or purpose whatsoever and the said John H Tucker and Sarah A Tucker his wife for themselves their heirs Executors and administrators do hereby covenant grant promise and agree to and with the said Mary Selby her heirs Executors administrators or assigns that they the said John H Tucker and Sarah A Tucker his wife and their heirs the said moiety share or portion of all these tracts or parts of tracts or parcels of land as aforesaid hereby granted bargained and sold and every part and parcel thereof with the appurtenances hereunto belonging to her the said Mary Selby her heirs and assigns against them the said John H Tucker and Sarah A Tucker his wife and their heirs claiming or to claim any right title or interest in and to the same or any part thereof shall and will hereafter warrant and forever defend by these presents In testimony whereof the said John H Tucker and Sarah A Tucker his wife hath hereunto set their hands and affixed their seals the day and year first hereinbefore written

Signed sealed and delivered in presence of
Gideon White Palmer Hearler

John H Tucker (seal)
Sarah A Tucker (seal)

Calhebacks of the foregoing were then written to wit

Maryland Sc Annearundel County to wit Certify this sixth day of January 1830 personally appear Johnst Tucker and Sarah A Tucker his wife of Washington County District of Columbia being parties grantors in the within deed mentioned before us the Subscribers Justices of the Peace in and for Annearundel County and acknowledge the within deed and the lands and premises therein mentioned and thereby bargained and sold to be their right and estate of the within named Mary Selby her heirs and assigns forever according to the purport true intent and meaning of the said deed or Instrument of writing and the acts of Assembly in such Case made and provided

Acknowledged before and Certified by

George W Peter. James Hunter

Recorded this 6 day of January 1830

State of Maryland, Annearundel County to wit

I hereby certify that the foregoing is a true copy taken from Liber W S G No 15 folio 801 &c. one of the Land Record Books of Annearundel County

In Testimony Whereof I have set my hand and affixed the Seal of the Circuit Court for Annearundel County this 17 day of April Eighteen hundred and fifty seven

(Seal) R H Gambrill Clk

Exhibit No 5

This Indenture made this fifth day of September in the year of our Lord One thousand Eight hundred and thirty nine between William Tucker and Elizabeth Margaret Tucker his wife of the City of Washington District of Columbia of the One part and George Hayden of Anne Arundel County and State of Maryland of the other part

Whereas Abel Tucker late of Annearundel County and State of Maryland died intestate Seized of all those tracts or parts of tracts or parcels of land and premises called the Heirs Purchase and Jobs Discovery having been since resurveyed and called Walters Inheritance and leaving Eliza Tucker. Johnst Tucker. Charlotte Tucker Mary Tucker William Tucker and Edward Tucker his heirs at law, and whereas the said William Tucker and Elizabeth Margaret Tucker his wife are desirous of disposing of their moiety or their part of said estate hath agreed to Execute these presents Now this Indenture Witnesseth that for and in consideration of the premises and of the sum of two hundred dollars lawful money to them the said William Tucker and Elizabeth Margaret Tucker in hand well and truly paid by the said George Hayden

before the sealing and delivery of these presents the receipt whereof the said William Tucker and Elizabeth Margaret Tucker his wife doth hereby acknowledge and from every part and parcel thereof doth hereby acquit exonerate and discharge the said George Hayden hath granted bargained sold aliened enfeoffed and confirmed and by these presents doth grant bargain sell alien enfeoff and confirm unto the said George Hayden his heirs and assigns forever all that part of the lands and premises aforementioned to which they the said William Tucker and Elizabeth Margaret Tucker are in any wise entitled being one sixth part of the said tract of land and premises called The Hewes Purchase Tobb's Discovery Surveyed and called Walkers Inheritance Supposed to contain fifty more or less part in Henrico and one twelfth of an acre of land more or less together with all and singular the buildings improvements hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders rents issues and profits thereof and all the estate right title and interest whatsoever of them the said William Tucker and Elizabeth Margaret Tucker both at law and in equity of in and out of the said tracts or parcels of land and premises hereby bargained and sold or meant mentioned or intended hereby to be and every part and parcel thereof To have and to hold the said land and premises to as aforesaid described together with the buildings and appurtenances and all and singular other the premises hereby bargained and sold or meant mentioned or intended to be and every part and parcel thereof with their and every of their appurtenances unto the said George Hayden his heirs and assigns forever and to and for no other use intent or purpose whatsoever, and the said William Tucker and Elizabeth Margaret Tucker his wife for themselves their heirs executors and administrators doth hereby covenant grant promise and agree to and with the said George Hayden his heirs and assigns that they the said William Tucker and Elizabeth Margaret Tucker and their heirs the said tracts or parcels of land and premises hereby granted bargained and sold and every part and parcel thereof with the appurtenances thereunto belonging to him the said George Hayden his heirs and assigns against them the said William Tucker and Elizabeth Margaret Tucker his wife and their heirs claiming or to claim any right title or interest in and to the same or any part thereof shall and will hereafter warrant and forever defend by these presents In Testimony whereof the said William Tucker and Elizabeth Margaret Tucker hath hereunto set their hands and seals on the day and year first herein before written

Signed sealed and delivered in presence of
Wm Crauch

William Tucker (seal)
Elizabeth M Tucker (seal)

April Term 1839

At the foot of the foregoing was then to wit to wit
District of Columbia to wit On this fifth day of September in the year
of our Lord One thousand eight hundred and thirty nine personally appeared
William Tucker and Elizabeth Margaret Tucker of the City of Washington
District of Columbia being the parties grantors named in the foregoing deed or
instrument of writing before me William Branch Chairman of the Circuit Court
of the District of Columbia the same being a court of Record and
acknowledged the within deed or instrument of writing to be their act and
deed and the lands and premises therein mentioned and thereby bargained
and sold to be the right and estate of the within named George Hayden
hereby granted also therein named his heirs and assigns forever according
to the purport true intent and meaning of the said deed or instrument
of writing and the act of assembly in such case made and provided
and now at the same day also personally appeared Elizabeth Margaret
Tucker wife of the said William Tucker before me and acknowledged the
said deed or instrument of writing to be her act and deed and the lands
and premises therein mentioned to be the right and estate of the within
named George Hayden his heirs and assigns forever and the said Elizabeth
Margaret Tucker being by me privately examined apart from and out
of the hearing of her husband whether she doth make her acknowledgment
of the same willingly and freely and without being induced thereto by fear
or threats of ill usage by her said husband or fear of his displeasure
acknowledges that she doth make her acknowledgment of the same
willingly and freely and without being induced thereto by fear or threats
of ill usage by her husband or fear of his displeasure and do further
certify that the said William Tucker and Elizabeth Margaret Tucker
before me are personally known to me to be the identical persons signing
and sealing the deed or instrument of writing acknowledged before
and certified by

W Branch

District of Columbia Washington County to wit I William
Brent Clerk of the Circuit Court of the District of Columbia for the County
of Washington hereby certify that the Hon William Branch before
whom the above acknowledgment was made and who has thereto
subscribed his name was at the time thereof Chairman of the Circuit
Court of the District of Columbia duly commissioned and qualified

(Seal)

In testimony whereof I have hereunto subscribed my
name and affixed the seal of the said Court at the City
of Washington this 5 day of September 1839.

Wm Brent Clk

Recorded the 20th day of September 1839

State of Maryland, Anne Arundel County to wit

I hereby certify that the aforegoing is a true copy taken from Liber W S G No 24 folios 351, 352 &c one of the Land Record Books of Anne Arundel County.

In Testimony whereof I have hereto subscribed my name and affixed the seal of the Circuit Court for Anne Arundel County this 17 day of April 1857

(Seal)

A S Gunby Clk to the Cir Court

Exhibit No. 6

This Indenture made this twenty third day of March in the year of our Lord One thousand eight hundred and fifty three between Edward Tucker and Elizabeth Tucker his wife of Monroe County and State of Missouri but at this time in Anne Arundel County and State of Maryland of the one part and Geo. B. Hayden of Anne Arundel County and State of Maryland of the other part Whereas Abel Tucker late of Anne Arundel County and State of Maryland died intestate seized in fee of all those tracts of parts of two parts or parcels of land and premises called "The Bears Purchase" and "Jobs Discovery" being two surveyed and called "Walkers Interest" lying in said Anne Arundel County and State aforesaid and leaving Eliza Tucker John A Tucker Charlotte Tucker Mary Tucker Sheltham Tucker and Edward Tucker his heirs at law and whereas the said Edward Tucker and Elizabeth Tucker his wife are desirous of disposing of their one moiety or child's part of said Estate have agreed to execute these presents Now this Indenture Witnesseth that for and in consideration of the premises and of the sum of two hundred dollars lawful money to them the said Edward Tucker and Elizabeth Tucker his wife in hand well and truly paid by the said George B Hayden before the sealing and delivery of these presents the receipt whereof the said Edward Tucker his wife do hereby acknowledge and from every part and parcel thereof do hereby acquit exonerate and discharge the said George B Hayden have granted bargained sold aliened enfeoffed and confirmed and by these presents do grant bargain and sell alien enfeoff and confirm unto the said George B Hayden his heirs and assigns forever all that part of the lands and premises above mentioned to which the said Edward Tucker and Elizabeth Tucker his wife are in any wise entitled being one sixth part of the said "Tract of land and premises called "The Bears Purchase" and "Jobs Discovery" since resurveyed and called "Walkers Interest" supposed to contain fifty three acres and one hundred and twenty four square perches of land more or less together with all and singular the buildings improvements hereditaments and appurtenances whatsoever

thereunto belonging or in any wise appertaining and the reversions and remainders rents issues and profits thereof and all the estate right title and interest whatsoever of them the said Conrad Tucker and Elizabeth Tucker both at law and in equity of in and out of the said tract or parcels of land and premises hereby bargained and sold or meant mentioned or intended hereby to be and every and every part and parcel thereof To have and To hold the said land and premises so as aforesaid described together with the buildings and appurtenances and all and singular all the premises hereby bargained and sold or meant mentioned or intended hereby to be and every part and parcel thereof with their and every of their appurtenances unto the said George B Hayden his heirs and assigns forever and to and for no other use intent or purpose whatsoever and the said Edward Tucker and Elizabeth Tucker his wife for themselves their heirs executors and administrators do hereby covenant grant promise and engage to and with the said George B Hayden his heirs and assigns that they the said Edward Tucker and Elizabeth Tucker and their heirs the said Moiety or parcel of land and premises hereby granted bargained and sold and every part and parcel thereof with the appurtenances thereunto belonging to him the said George B Hayden his heirs and assigns against them the said Edward Tucker and Elizabeth Tucker his wife and their heirs claiming or to claim any right title or interest in and to the same or any part thereof shall and will hereafter warrant and forever defend by these presents In Testimony whereof the said Edward Tucker and Elizabeth Tucker have hereunto set their hands and seals the day and year first herein before written

Signed sealed and delivered in presence of
J. W. Hunter M. G. Taylor

E. C. Tucker (seal)
E. H. Tucker (seal)

On the back of the aforegoing was thus written

State of Maryland Cumberland County to wit. On this twenty third day of March in the year eighteen hundred and fifty three before the subscriber two Justices of the peace of the State of Maryland in and for Cumberland County personally appeared the within named Edward C. Tucker and Elizabeth Tucker his wife and severally acknowledged the foregoing Instrument of writing to be their act and deed the said Elizabeth Tucker having before as privately and apart from and out of the presence and hearing of her said husband first signed and sealed said Instrument of writing and having by us therein then privately examined apart from and out of the presence and hearing of her said husband the said Elizabeth Tucker.

that she signed and sealed said instrument and made her acknowledgment thereof aforesaid willingly and freely and without being induced thereto by fear or threats of or ill usage by her said husband or fear of his displeasure and she further declares that she knew of and our knowledge that the persons so appearing before us as aforesaid are the identical persons named and described as and professing to be parties grantors in the foregoing instrument of writing acknowledged before and before us

J. W. Hunter W. G. Taylor

I hereby certify I this day received one dollar for stamp duty on this instrument of writing agreeably to the act of assembly of December Session 1846 Chapter 11 Given under my hand this 23 day of March 1853

A. W. Green Clerk Anne Arundel County

Recorded the 23 day of March 1853

State of Maryland Anne Arundel County to wit

I hereby certify that the aforegoing is a true copy taken from Liber W.G. No 5 folios 990 & one of the Land Record Book of Anne Arundel County

In testimony whereof I hereto subscribe my name and affix the seal of the Circuit Court for said County this 17 day of April 1857

(Seal)

A. W. Green Clerk Anne Arundel County

And on the same day to wit the 21 day of April 1857 came George Hayden one of the defendants by Randall & Stepner his solicitors and filed in said cause his answer to the Bill of Complaint in the words following to wit

To the Honorable Nicholas Brewer Judge of the Circuit Court for said Anne Arundel County

The answer of George Hayden defendant to said Bill respectfully states to the Bill of Complaint of William Tucker and others in the Court exhibited that they admit the averments of the said Bill and claim that he is the owner of his undivided sixth part of the said Land according to the exhibits filed at least, but your Respondent reserves to himself the right to set up such further claim to the said Land as he may be advised he is entitled to, but he does not object to a decree forthwith of the Court for the sale of the said Land believing the Land to be incapable of an advantageous partition among the persons interested reserving to himself the right to set up these additional claims of your respondent against the proceeds of sale of the said Land when they are brought into the Court for division among those interested

Randall & Stepner for George Hayden

I admit the answer without oath to have the same effect as if

April Term 1857

Sworn to — Thomas G Pratt Sol for Complts

And afterwards to wit on the 23 day of April 1857 came Susan Price one of the Defendants by A Randall her Solicitor and files in said Cause her answer to the Bill of Complaint in the words following to wit

William Tucker and others vs George Hanger and Susan Price

Chancery Court for Lunenburg County

The Separate answer of Susan Price to the bill of Complaint heretofore filed against her & George Hanger in this Court This Defendant admits that the matters & things set forth in said Bill are true as therein stated & respectfully prays that a decree shall pass as prayed & that whatever portion of the proceeds of said sale to which she may be entitled shall be assigned to her by this Honorable Court

Susan Price

A Randall, Sol for Susan Price

It is agreed that this answer shall be rec.d as if sworn to

Thomas G Pratt Sol for Complts.

And on the same day the Judge passed in said Cause his decree in the words following to wit

William Tucker and others vs Geo. Hanger and Susan Price

In Chancery Court for the County of Lunenburg April Term 1857

This being submitted upon Bill & answers and it appearing to the Court that the parties are all of full age and that they consent that a decree shall pass as prayed for in said bill It is therefore this hereby the 3rd day of April in the year eighteen hundred and fifty seven by A Brewer Jr Judge and by the authority of this Court adjudged ordered & decreed that the real Estate in the bill & proceedings in this Case mentioned be sold, that Alexander Randall and Thos G Pratt be and they are hereby appointed Trustees to make such sale and that the Course & manner of their proceedings be as follows their shall first give bond with Surities to be approved of by the Clerk of this Court in the penalty of ten thousand dollars conditioned for the faithful discharge of their duty as trustees and after giving not less than three weeks notice of the time & place & terms of sale which terms shall be that one third of the purchase money shall be paid in cash on the day of sale or upon the ratification thereof by this Court & the residue in two equal instalments at six and twelve Months secured by the Negotiable Notes of the Purchaser with Surety to be approved by the trustees bearing interest from the day of sale they shall proceed to sell said real

Estate & shall report the sale thereof to this court with an affidavit of the fairness thereof & shall bring into this court the purchase money and the notes received by him after deducting such Commissions as may be allowed them by this court. The sale of land arising from said sale to be distributed under the order of this court as the rights of the parties may hereafter be made to appear

Nicholas Brewer Circuit Judge

We agree that the Judge may pass the decree and request him to do so

Thomas G Pratt for complt

A Randall for Stayden & Susan Price

And afterwards to wit on the 14 day of April the Trustees filed in said Cause their Bond which being duly approved is in the words following to wit

Know all men by these presents that we Thomas G Pratt Alexander Randall and Alexander B Stagner of Anne Arundel County in the State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Ten thousand dollars lawful money to be paid to the said State of Maryland or its Certain attorney: to which payment well and truly to be made and done we bind ourselves and each of us our and each of our heirs executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this twenty fourth day of April in the year eighteen hundred and fifty seven Whereas by a decree of the Circuit Court of Anne Arundel County bearing date in the twenty third day of April eighteen hundred and fifty seven and passed in a cause in the said Court wherein William Tucker and others were Complainants and Geo. Hayden and others were Defendants the above bound Thomas G Pratt and Alexander Randall have been appointed Trustees to make sale of certain real estate in the proceedings in said Cause mentioned Now the condition of the above obligation is such that if the above bounden Thomas G Pratt and Alexander Randall do and shall well and faithfully perform the trust reposed in them by the said decree or that may be reposed in them by any future decree or order in the premises then the above obligation to be void otherwise to remain in full force and virtue in law

Signed Sealed and delivered in the presence of Oliver Miller as to the signatures of Randall & Stagner

Thomas G Pratt (seal)
A Randall (seal)
A B Stagner (seal)

I believe the Sureties to the within Bond to be sufficient

Oliver Miller

Approved April 24 1857

Afterwards to wit on the 22 day of May 1857 the Trustees filed in said Cause their report of sale with Schedule in the words following

April Term 1857

to wit

To the Honorable Nicholas Brewer Judge of the Circuit Court of Anne Arundel County

The Petition of Thomas G. Pratt and Alexander Randall Trustees for the sale of the Real Estate of William Tucker and others under the decree of your Honorable Court passed on the 23 of April last in the Cause of William Tucker & others as Complainants and George Hayden and Susan Brice as Defendants respectfully states That they did in pursuance of the said Decree file their official bond in the Cause which has been approved of by the Court and advertised the said Land at public Sale in the News papers printed in the City of Annapolis and in hand bills circulated in this County, on Monday the 18th May instant at the Court House in Annapolis at 12 O'C. M. giving more than three Successive weeks prior to the notice thereof that they accordingly attended at the time and place as stated in said advertisement and set up the said as one hundred acres more or less. When William Tucker one of the Complainants purchased the same at and for forty five dollars an acre the purchase money whereof amounts to the sum of four thousand five hundred dollars, that the purchaser refuses to comply with the terms of sale to soon as ratified by the Court as will appear by a Copy of the advertisement and a memorandum in writing of the purchaser herewith filed. Your Trustees report that the sale was fairly made and as they believe at the full value of the land and pray that the same may be confirmed &c

Thomas G. Pratt
A Randall

On this 18th May 1857 before me the Subscriber personally appear Thomas G. Pratt and Alexander Randall and make oath that the facts and statements in the above report are true and that the said sale was fairly made

Wm Glover
a Justice of the Peace of Anne Arundel County Md.

Severn Ferry Farm For Sale

By virtue of a decree of the Circuit Court of Anne Arundel County passed on the 23rd instant in a Cause between William Tucker and others against George Hayden and Susan Brice the Subscribers as Trustees will expose to public Sale at 12 O'clock M. on Monday the 18th of May next at the Court House Door in Annapolis that valuable and improved Farm opposite Annapolis on the Severn called "The Ferry Farm" Containing about 100 acres of Land more or less There are on the premises in good repair a two story Dwelling, a Barn and all necessary out Houses The healthful location nearly

productions and ready access to market give it great value as a Market Farm It may be sold for the purpose in parcels to suit purchasers if the Trustees find it desirable to do so The Proprietors of this Land have always claimed the Ferry Right which will be sold with the Farm The Terms of sale prescribed by the Decree are — One third of the purchase money to be paid in cash on the day of sale or of the final ratification thereof and the residue in two equal instalments at six and twelve months secured by the negotiable notes of the purchaser with surety to be approved of by the Trustee bearing interest from the day of sale

Thomas G Pratt and
A Randall Trustees

April 25th 1857

William Tucker and others
vs
George Henyden and Susan Bree

In the Circuit Court
Anne Arundel County
Chancery

18th May 1857

Have this day purchased the Real Estate taken as one hundred acres sold under the Decree in this Cause at and for the sum of forty five dollars per acre the purchase money whereof amounts to the sum of forty five hundred dollars and will comply with the terms of sale when the same is ratified by the Court

William Tucker of A

18 May 1857

And on the same day was passed the following order Nisi

In the Circuit Court Anne Arundel County
In Equity 22 May 1857

Ordered that the sale made and reported by Thomas G Pratt and Abraham Randall Trustees for the sale of the Real Estate of William Tucker and others be ratified and confirmed unless cause to the contrary be shown on or before the 22 day of July next provided a copy of this Order be inserted in some newspaper printed in Annapolis once in each of three successive weeks before the 22 day of June next

The Report states the land sold for $4500.00

W S Green Clk Circuit Court
Anne Arundel County.

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Mary Johnson, John Johnson
John Van Ness Philip and
Laura his wife
vs
George M Johnson
Harrison T Johnson and
Flora Johnson

Be it remembered that heretofore to wit on the 13. day of March 1857 came Mary Johnson, John Johnson John Van Ness Philip and Laura his wife Randall and Stagner their Solicitors into the Circuit Court for Anne Arundel County Sitting in Equity and exhibited their Bill of Complaint against George M Johnson Harrison T Johnson and Flora Johnson in the words following to wit

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County Sitting in Equity

The Bill of Complaint of Mary Johnson and John Johnson of the City of Baltimore and John Van Ness Philip of the United States Navy and Laura his wife respectfully represents unto your Honor

That heretofore about the fourth day of October Eighteen hundred and fifty six a certain John Johnson of the City of Baltimore departed this life seized of large and valuable real and personal Estate within the said City and Anne Arundel County intestate thereof and leaving surviving him your Orators Mary his widow and the following five Children his only heirs at law to wit your Orator John. your Orator Laura, George M Johnson Harrison T Johnson and Flora Johnson the last three of whom are Minors under the age of twenty one years

That among the real Estate left by the said deceased are three houses and lots in the City of Annapolis which as they are advised have descended to his said five Children as his heirs at law, subject to the dower right therein of your Orator Mary

They Charge that administration upon the personal Estate of the said John has been committed by the Orphans Court of the City of Baltimore unto your Orator Mary and that the said personal Estate is far more than sufficient to discharge all his debts

They Charge that they are desirous that the said houses and lots should be sold and the proceeds distributed among those entitled and your Orator Mary hereby agrees to receive in lieu of her dower right therein such portion of the proceeds of sale as may be decreed to her by the Court, and they Charge that such sale would be greatly for the interest and advantage of those interested therein and especially of the infants

In as much therefore as your Orators are remediless in the premises without the aid and interposition of your Honor, and to the end that

the said Real Estate may be sold by a Trustee to be thereto appointed and that your orators may have such other and further relief in the premises as their Cause and equity may require

May it please your Honor to grant unto your Orators the States writ of Subpoena a gainst the said George M Johnson Harrison T Johnson and Flora Johnson all of the City of Baltimore and all of whom are infants Summoning them to be and appear in this Court by a certain day to be therein named by a Guardian to be thereto appointed to answer the premises and show Cause if any they have why a Decree should not pass as prayed, and as in duty &c

Randall & Stagner Solicitors for Complainants

And thereupon a writ of Subpoena was accordingly issued against the defendants returnable to April Term 1857.

Whereupon the said Writ of Subpoena was Returned with the following Indorsement

Maryland City of Balto to wit I hereby certify that on this Seventh day of March before the Subscriber a Justice of the Peace in and for the State & City aforesaid personally appeared William T Harrison and made oath that he served the within Summons upon the Defendants therein named by reading the same to them

Sworn to before Wm H. Bayard

And afterwards towit on the 19th day of March 1857 a Commission was issued to Daniel M Thomas of the City of Baltimore to take the answer of the Infant Defendants George M Johnson Harrison T Johnson and Flora Johnson to the said bill

and afterwards towit on the 13 day of April 1857 the Commissioner Daniel M Thomas made return of his said Commission with the answer of Infant defendants George M, Harrison T. and Flora Johnson in the words following towit

Maryland So The State of Maryland To Daniel M Thomas of Baltimore City Greeting Whereas Mary Johnson Johnson and others lately exhibited their bill of Complaint before us in our Circuit Court for Baltimore County sitting as a Court of Equity against George M Johnson Harrison T Johnson and Flora Johnson and whereas we have by our writ lately Commanded the said defendants to appear before us in our said Circuit Court for Baltimore County sitting as a Court of Equity at a certain day to answer the said bill of Complaint but for as much as the said George M Johnson Harrison T Johnson and Flora Johnson are Infants under age and cannot answer the said bill nor defend their Suit without having a Guardian

assigned in that behalf Know ye therefore that we have given unto you full power and authority in pursuance of the special order in our said court to assign and appoint a Guardian for the aforesaid Infants and to take the answer of said Infants by such Guardian to the said bill and therefore we Command you that at such Certain day and place as you shall think fit you do to the said Defendants if they cannot conveniently come to you and assign and appoint a Guardian for the aforesaid Infants and take the answer of the said Infants by such Guardian to the said Bill on such Guardian being sworn upon the Holy Evangels to be administered by you the said answer being distinctly and plainly in writ: and when you shall have so taken the said answer you send the same closed up under your seal together with your certificates of your having assigned and appointed such Guardian as aforesaid and this writ unto us in our said circuit court for Anne Arundel county setting forth a true account of Equity

Seal

Witness the Honorable Nicholas Brewer circuit Judge of the circuit court for Anne Arundel county this 19th day of March Anno Domini 1857

Test

T S Green Clk

To the Honorable Nicholas Brewer circuit Judge of the circuit court for Anne Arundel county

The undersigned respectfully returns that pursuant to the authority vested in them by the foregoing Commission and in the presence of the Infants did on the twenty eighth day of March in the year 1857 assign and appoint Mary Mortimer Dorsey Guardian to the Infants in said Commission named and did take the answer of the said Infants by the said Guardian on her Corporeal Oath by the undersigned administered which answer hereto annexed is herewith returned together with said Commission

Witness my hand and seal this 28 day of March 1857

Daniel M Thomas Comm (Seal)

The answer of George M Johnson, Harrison T Johnson and Flora Johnson Infants under the age of twenty one years by Mary Mortimer Dorsey their Guardian in that behalf specially appointed to the bill of Complaint of Mary Johnson, John Johnson and others against said Infants defendants in the circuit court for Anne Arundel county setting as a court of Equity exhibited These Defendants answering by their Guardian aforesaid to the said bill of Complaint say that they do not admit the truth of the several matters and things charged and set forth in said bill neither do they deny the same and pray that the court will protect their interest in the premises and they pray to be hence dismissed with their Costs and do so faith

Mary Mortimer Dorsey Guardian

April Term 1857

The Guardian above named makes oath on the Holy Evangels of Almighty God that the matters and things stated in the foregoing answer are true to the best of her Knowledge and belief. Sworn to before the subscriber Commissioner for that purpose appointed this 28. day of March A.D. 1857. Daniel M Thomas Commissioner

On the same day a Commission was issued to the Standing Commissioner to take testimony in the said Cause

and afterwards to wit on the 14 day of April 1857 Nicholas Brewer of Wm one of the Commissioners made Return of said Commission with his proceedings under the same in the words following to wit

Maryland Sc The State of Maryland To Nicholas Brewer of Wm and William S Green of Anne Arundel County Greeting Know ye that we have appointed you to be our Commissioner to examine witnesses in a Cause depending in our Circuit Court for Anne Arundel County sitting as a Court of Equity between Mary Johnson and John Johnson et al Complainants and George W Johnson Harrison T Johnson and Mary Johnson Defendants we therefore require you having first taken the oath hereunto annexed and also administered the annexed oath to the person whom you shall appoint a Clerk to attend the execution of this Commission that at such time and place as to you shall seem convenient you cause to come before you all such witnesses as shall be named and produced to you by either the plaintiffs or defendants and that you examine them on their Corporal oaths to be by you administered upon the Holy Evangels of Almighty God touching their knowledge or remembrance of any thing that may relate to the Cause aforesaid, and that you cause notice to be given to the parties or their attorneys of the execution of this Commission before you execute the same, and having reduced the depositions of the witnesses taken by you into writing you send the same with this our Commission close under your hand and seal to us in our Circuit Court for Anne Arundel County sitting as a Court of Equity with all convenient speed Witness the Honorable Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County this 13. day of April Anno Domini 1857 W S Green Clk

(Seal)

Commissioners Oath

You shall according to the best of your skill and knowledge truly faithfully and without partiality to any or either of the parties take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the Commission hereunto annexed upon the interrogatories now or which may hereafter be put thereto and the said Commission so closed be produced to and left with you by either of the said parties

April Term 1857

So help you God

Clerks Oath

You shall truly faithfully and without partiality to any or either of the parties in the Cause take write down and transcribe the depositions of all and every the Witness and Witnesses produced before and examined by the Commissioners named in the commission hereunto annexed as forfaith as you are directed and employed by the Commissioners to take write down and transcribe the said depositions or any of them So help you God

Mary Johnson John Johnson
John Van Ness Philip and Laura Thorp
vs
George M Johnson Harrison T Johnson & Flora Johnson

In Equity
Circuit Court for Anne Arundel County
Interrogatories to be propounded to Witnesses to be produced on behalf of the Complainants

1st Do you know the parties to this suit or either of them? If you state the names ages & residences of such of them as you know

2nd Did you know the late John Johnson late of Baltimore City? If you state when he died? Whether he died intestate or left a Will. Whether he left a widow or Children surviving him and if you state their names and which of them if any, are adults

3rd State whether you know, who has undertaken the settlement of the personal Estate of the said John Johnson, and in what Capacity each person has proceeded to act. and whether the said personal Estate is sufficient for the payment of his debts

4 Do you know whether the said John Johnson left any Real Estate situated in the City of Annapolis. If you describe the same and state its probable value

5 State whether in your opinion, a sale of the said Real Estate would be for the advantage and benefit of the said parties and especially of the infant defendants? and if yes? state your reasons for such opinion

Randall & Stagner for Complts

At the execution of this Commission issued out of the Circuit Court for Anne Arundel County in a Cause in said Court pending between Mary Johnson John Johnson & others Complainants and George M Johnson Harrison T Johnson and Flora Johnson defendants Nicholas Brewer of W. one of the Commissioners therein named on Monday the 6th April the 13. Eighteen hundred and fifty Seven

April Term 1857

at the office of Alexander Whelen in the City of Annapolis at half past four Clock P.M. and proceed to take the following depositions

William Bowan a witness of lawful age produced on the part of the Complainants being duly Sworn and examined to interrogatories filed with the Commissioner by the Complainants and herewith returned deposes and says to the 1st Interrt

Witness is acquainted with all the parties to the suit Mrs Laura Philip and John Johnson are of full age the rest of the Children of the said John Johnson deceased are minors Mrs Philip an married lives in Annapolis and the others in Baltimore City

2nd Interrt

Witness knew the late John Johnson late of Baltimore City He is dead and died sometime in October last 1856 Witness does not know of his own knowledge whether he died intestate or not but has understood that he did He left a widow Mary Johnson and the following Children to wit Laura wife of John Van Ness Philip John Johnson who are over twenty one years of age and George M Johnson Hanson G. Johnson & Ella Johnson who are minors

3rd Interrt

The late John Johnson was a man of large personal property and no claims debts of any account

4th Interrt

He left several houses and lots in the City of Annapolis to wit The house and lot where he formerly lived and now occupied by his daughter Mrs Philip and husband fronting on West ~~street~~ Street worth about four thousand dollars, and a frame house and lot back of the same and now occupied by Samuel Evans Worth about Seven hundred dollars, and also a lot and three story brick house situate on the State House Circle now occupied by George Johnson brother of the late John Johnson Worth twenty five hundred dollars

5th Interrt

Witness thinks it would be to the advantage of all the parties interested that the said Real Estate should be sold and his reason for so thinking is that said real Estate is not capable of Special partition and is greatly out of repair and subject to waste and ~~waste~~ in the hands of tenants and that none of the present parties would be sufficiently interested in the said real Estate as would induce them to look after attend to or Care for the same

There being no other Witness to be examined and neither party desiring further time for the production of evidence the Commissioner

closed the said Commission and herewith returns the same under his hand and seal this fourteenth day of April Eighteen hundred and fifty Seven

N. Brewer Jr. Comm. (Seal)

The Execution of this Commission will appear by Return & schedules thereunto annexed

N. Brewer Jr. Comm. (Seal)

Exemplification of letters of administration
Filed with the Comm. April 13 1857

N. Brewer Jr. Comm.

The State of Maryland. Baltimore City Sc

I the Subscriber Register of Wills for Baltimore City do hereby certify that it appears by the Records in my office that Letters of administration of all the goods Chattels Credits and personal Estate of John Johnson deceased was with the third day of November in the year of our Lord Eighteen hundred and fifty six granted and Committed unto Mary Johnson who was thereunto there appointed administratrix of the said deceased

In Testimony whereof I hereunto Subscribe my name and affix the Seal of my office this fourteenth day of April in the year of our Lord Eighteen hundred and fifty Seven

(Seal)

Jas N. Heckman Register of Wills for Baltimore City

And afterwards to wit on the 23d day of April 1857 the Judge passed in said Cause his Decree in the words following to wit

Mary Johnson. John Johnson & Van Ness Phelps (and wife) vs. George M. Johnson Harrison T. Johnson and Flora Johnson

In Equity
Circuit Court for Baltimore County
April Term 1857

This cause standing ready for hearing and being submitted the bill answer and all other the proceedings were by the Court read and considered Whereupon it is on this 23. day of April in the year 1857 by Nicholas Brewer Circuit Judge and by the authority of the Court adjudged Ordered and decreed that the real Estate in the proceedings mentioned be sold That Alexander Randall and Alexander B. Hagner be and they are hereby appointed Trustees to make said sale and that the Course and Manner of their proceedings be as follows they shall first file with the Clerk of the Court a bond to the State of Maryland executed by themselves with a Surety or Sureties to be approved by the Court Judge or Clerk in the penalty of fifteen thousand dollars Conditioned for the faithful performance of the trust reposed in them by the decree or which may be reposed in them by any future order or decree in the premises they shall then proceed to make the said sale having at least given at least three weeks previous Notice inserted in some newspaper or papers published in the City of Baltimore and such other Notice as they may think proper

of the time place manner and terms of sale which terms shall be as follows
one third part of the purchase money to be paid on each or on the day of sale
or of the final ratification thereof by the Court. The residue in two equal
annual instalments payable at one and two years after date the whole
to bear interest from the day of sale and to be secured by the bonds of the
purchaser with sureties to be approved by the Trustees and as soon as
convenient after any such sale or sales the said Trustees shall return to this
Court a full and particular account of the same with an affidavit of the
truth thereof and of the fairness of such sale or sales annexed and on the
ratification of such sale or sales by the Court and on payment of the
whole purchase money and not before the said trustees by a good and
sufficient deed to be executed and acknowledged agreeably to law
shall convey to the Purchaser or Purchasers of said property and to his
her or their heirs the property so number or them sold free clear and discharged
of all claim of the parties to this Cause and of any person or persons claiming
by from or under them or any of them and the said trustees shall bring
into the Court the money arising on such sale or sales and the bonds which
may be taken for the same to be disposed of under the direction of this
Court after deducting therefrom the costs of the suit and such Commissions
to the said trustees as the Court shall think proper to allow on
consideration of the skill attention and fidelity wherewith they
shall appear to have discharged the trust

Richd Brewer Circuit Judge

and afterwards to wit on the 25 day of April 1857 the Trustees filed in said
Cause their Bond which being approved is in the words following to wit

Know all men by these presents that we Alexander Randall
Alexander B Magruder & John Randall all of the City of Annapolis are
held and firmly bound unto the State of Maryland in the full and
just sum of fifteen thousand dollars current money to be paid to the said
State or its Certain attorney to which payment well and truly to be made and
done we bind ourselves our and each of our heirs executors and administrators
well and truly firmly by these presents sealed with our seals and dated
this twenty fourth day of April in the year eighteen hundred and fifty seven
Whereas by a decree of the Circuit Court for Anne Arundel County sitting
in Equity passed on the twenty third day of April instant in a Cause therein
depending wherein Mary Johnson and others are Complainants and
George M Johnson and others are Defendants. the above bounden Alexander
Randall and Alexander B Magruder have been appointed Trustees to make
sale of the real Estate in the said proceedings mentioned Now the Condition
of the above obligation is such that if the above bound Alexander Randall

and Alexander B Wagner do and shall well and truly perform all and singular the duties imposed upon them by the said decree or which may be imposed upon them by any future order or decree in the premises then the above obligation to be void and of none effect otherwise to be and remain of full force and virtue in law

A Rundell (seal)
A B Wagner (seal)
John Rundell (seal)

Signed sealed delivered in presence of
J R Voorhees

Hereby certify that the security to the within Bond is sufficient
J Parkey Sid

Approved 25 April 1857 A W Green Clerk

And afterwards to wit on the 2nd day of June 1857 The Trustees filed their Report together with Terms of Sale of Lot No. 1. in the words following to wit

To The Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County Sitting in Equity

The undersigned appointed Trustees by the Decree of your Honor to make Sale of the Real Estate in the bill of Johnson et al vs Johnson et al mentioned respectfully report to your Honor That after filing a bond with approved Security and complying with the other requisites of the said Decree they proceeded to advertise the said property for sale in the Maryland Republican and Annapolis Gazette two newspapers printed in the City of Annapolis for more than three weeks before the day of sale and also in the National Intelligencer of the City of Washington and the Baltimore Sun of the City of Baltimore That in accordance with such notice The Trustees attended on the premises on Saturday the twenty third day of May last at 12 o'clock PM and then and there offered for sale the brick house and premises recently occupied by the Chancellor as a residence They received no bid for the property which they considered at all adequate and therefore gave notice that they would sell the said house and Lot at private sale They then proceeded to Lot No 2 being the frame house and lot on Cherry Street occupied by Samuel Evans father property they received a bid of $1115 and adjourned at the request of the bidder they not thinking the price high enough They then proceeded to Lot No 3 being the house & lot occupied by Lucy Johnson on the State House Circle and offered the same for sale when it was bid by Arthur Brown of the City of Annapolis being the highest bidder therefor becomes the purchaser thereof at and for the sum of $2555.00 twenty five hundred and fifty five dollars The further report that afterward they sold at private sale the same house and Lot on North West Street to Mary Johnson the complainant at and for the sum of five hundred and seventy five dollars They further report that they have this day sold at private

April Term 1857

Sale Mr Joseph Bellis of the City of Annapolis the house and Lot in West Street at and for the sum of five thousand dollars a large advance on all former bids The undersigned think these sales were made for as good prices as they could obtain at the present time and recommend that the same be ratified all which is respectfully submitted

A Randall A B Hagner Trustees

Maryland Anne Arundel County to wit I hereby certify that on the 2 day of June 1857 before the subscriber a Justice of the Peace in and for the State and County aforesaid personally appeared Alexander Randall & Alexander B Hagner and made oath that the matters & facts in the foregoing Report are true as therein stated and that the sales therein reported were fairly made

Sworn to before Wm Glover

Trustees Sale

of Houses and Lots in Annapolis

By virtue of a decree of the Circuit Court for Anne Arundel County sitting in Equity passed in a cause in which Mary Johnson and others are Complainants and George M Johnson and others are defendants the Subscribers as Trustees will offer for Sale on Saturday the 23 day of May next at 12 o'clock M. on the premises Three Dwelling Houses in the City of Annapolis of which the late Chancellor Johnson died seized No 1. is the Dwelling on West Street for many years the residence of the Chancellor. It is a spacious double house of Brick Colonnade fronted Rooms with Cellars and Stables in a large Garden planted with Fruit trees the whole enclosure is substantially built Brick Office detached from the house The Dwelling is handsomely furnished within and in all respects a desirable residence

The Terms of sale as prescribed by the Decree are. One third part of the purchase money to be paid in cash on the day of sale or of the final ratification thereof by the Court the residue in equal annual instalments at and and two years from the day of sale the whole purchase money to bear interest from the day of sale and to be secured by the bonds of the purchaser to the satisfaction of the trustees

Randall & Hagner Trustees

Annapolis 2d June 1857 I have this day purchased from Randall & Hagner Trustees in the case of Johnson & al vs Johnson & al the brick house and brick office and the Lot on which they stand in the City of Annapolis on West Street and running back to Prince Street leading from the Church to the Graveyard described in the accompanying advertisement as No 1. at and for the sum of five thousand

dollars. He agrees to comply with the terms of sale as prescribed by the Decree unless the same are changed by the Judge. Witness my hand & Seal

Witness W. G. Ridout — Joseph Bellis (Seal)

And on the same day was passed an order nisi in the words following to wit

Ex parte et al } In the Circuit Court for Anne Arundel County
vs } In Equity
Ex parte et al } April Term 1857 — June 2 1857

Ordered that the sales reported by Alexander Randall and Alexander B. Wagner Trustees in this case be ratified and confirmed unless cause to the contrary be shown on or before the second day of January next provided a copy of this order be published in some newspaper printed in the City of Annapolis once a week for three successive weeks before the second day of July next.

The Report states the amount of sales to be $8230.00

W. H. Green Clk. Circuit Court
for Anne Arundel County

(Certificate of publication of order nisi filed)

"Final Order"

Circuit Court for Anne Arundel County, In Equity, July Term 1857.

Ordered that the sales herein reported be and the same are hereby finally ratified and confirmed, no cause having been shown contrary, although the order nisi appears to have been duly published. The trustees are allowed the usual commissions and for their expenses the sum of $34.60. Any further expenses incurred will be allowed if deem proper on the production of the Vouchers,

Nich. Brewer, Circuit Judge,
September 29th 1857.

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Richard Brown and Elizabeth Brown his wife
vs
Charles Hammond Charlotte Duvall Sophia Hodges Robert T Hodges Catharine Duvall Eleanora Duvall Evans Duvall & Doct Marcen M Duvall

Be it remembered that heretofore at the 28 day of March 1857 came Richard Brown and Elizabeth Brown his wife by Lawrence McLean their Solicitor in the Circuit Court for Anne Arundel County Sitting in Equity and Exhibited into Court their Bill of Complaint against Charles Hammond Charlotte Duvall Sophia Hodges Robert T Hodges Catharine Duvall Eleanora Duvall Evans Duvall and Doct Marcen M Duvall in the words following to wit

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County

Humbly Complaining show unto your Honor your Orator Richard Brown and your Oratrix Elizabeth W Brown his wife both of Baltimore City that heretofore Henry Evans of Anne Arundel County departed this life intestate and his real Estate in the said County has descended amongst his heirs at law except so much thereof as was assigned to his widow Catharine Evans for her dower and that the reversion in the landed dower amounting to about Sixty acres of land more or less was by the Commissioners for partition assigned to Hearrett Duvall wife of Doct Marcen Duvall as her part of the said real Estate which said Hearrett died before the said Catharine Evans the widow and so was never possessed of the same and your Orator and Oratrix further shew that the said Hearrett Duvall departed this life many years ago leaving your Oratrix Elizabeth who has since intermarried with your Orator Richard, Charlotte Duvall Sophia Duvall who has since intermarried with Robert T Hodges Catharine Duvall Eleanora Duvall and Evans Duvall all of Anne Arundel County except your Orator and Oratrix her heirs at law and the said Doct Marcen M Duvall her husband surviving her and that on or about the fifteenth of February Eighteen hundred and fifty five, and after the death of the said Hearrett the said Catharine Evans departed this life at which time your Orator and Oratrix and the other above mentioned heirs at law of the said Hearrett Duvall came into possession of the said reversion, And your Orator and Oratrix further shew unto your Honor that the said Catharine Evans who was the grand mother of your Oratrix and the other heirs at law of the said Hearrett Duvall was in her lifetime possessed of certain real Estate lying in the said County and adjoining a part of the landed Estate of the said Henry Evans and by her will executed to pass real Estate devised the same equally to Agnes Hammond the daughter of Charles Hammond

hereinafter mentioned, and another grand daughter being the daughter of the deceased wife of the said Hammond to the said Charles Hammond as Trustee for Mrs Elizabeth Ferguson wife of David B. Ferguson of Baltimore City, and to the same as Trustee for your Orator and Elizabeth and the other heirs and children of the said Harriett Duvall deceased

And your Orator and Orators further shew unto your Honor that the said Catharine Gray having left real estate in Anne Arundel County and in Baltimore City proceedings were instituted in the Circuit Court for the said City for a partition of the said real estate, and that by the decree of the said Court that part of the said estate lying adjacent to the portion which descended as aforesaid from the said Henry Gray and was assigned to the said Harriett Duvall subject to her dower and designated in the said proceedings in the Circuit Court as Lot Number two was assigned to the said Charles Hammond as Trustee for your Orator and the other heirs at law and children of the said Harriett consisting of about Ninety two acres, so that your Orator and Orator and the other parties hereto sisters and brothers are entitled to about One hundred and fifty acres of land lying together though the last named part thereof may according to the said Will be kept by the said Hammond until the youngest may arrive at the age twenty one years

But your Orator and Orators further shew that the said Hammond intending to divide the said real estate amongst your Orator and other brothers and sisters as he is by the said Will authorized to do whenever in his direction he shall think it advantageous to do so and he is of opinion that it would be advantageous that the same should now be divided

And your Orator and Orator further shew unto your Honor that there are no improvements on the said property either on that part which has descended as aforesaid or on that part devised by the said Catharine Gray and that the same cannot therefore be so managed either by the said Children of Harriett Duvall or by the said Hammond as to produce a reasonable income without the expenditure of large sums for improvements which the parties interested have not the means to make even if with so many owners such improvements would be judicious so that your Orator avers that no division can be made thereof except by a sale and that any division would be injurious to all parties as so small a portion of land would come to each person interested and that a partition can be made only by means of a sale But your Orator and Orator further shew that all of the said Children of Harriett Duvall except your Orator and Catharine Duvall are infants under the age of twenty one years and are therefore incapable of

Consenting to a sale or any division of the said property and your orator and oratrix further shew unto your Honor that the said Mareen Duvall of Anne Arundel County the father of your orator claims a life estate in the property which so descended and that they are willing that he should have it if your Honor shall so think, but that at all events he is willing to come upon the proceeds of sale for an allowance in lieu of his Curtesy interest if he should be entitled to any and that the said real estate should be sold for the benefit of your orator and oratrix and the rest of the said children of her deceased wife Harriett Duvall, but that by reason of the nonage of the other parties entitled as aforesaid no sale can be made. In the meantime the said property is lying idle and unproductive and will so continue to be except your Honor shall interpose, all which is against Equity and good Conscience and tends manifestly to the wrong and injury of your orator and oratrix. For as much therefore as your orator and oratrix are remediless in the premises according to the strict rules of the Common Law, and can only obtain redress in this Honorable Court where this and matters of a like nature are properly cognizable May it please your Honor to decree a sale of the said real estate for the purpose of partition and to grant unto them such other and further relief as may seem reasonable in the premises and to the end that the said Isabella Hammond of Baltimore City, Charlotte Duvall, Sophia Hodges and Robert J. Hodges, Catherine Duvall, Eleanora Duvall, Evan Duvall and Dodmarean H. Duvall all of Anne Arundel County may on their Corporal oath answer the premises as particularly as if the same were herein again repeated by special interrogatories framed for that purpose May it please your Honor to grant unto your orator and oratrix the State's writ of Subpoena commanding them by a certain day and under certain penalties to be therein named to be and appear in this Honorable Court to answer the premises and abide by and perform such decree as may be passed therein and as in duty bound your orator and oratrix will ever pray &c

Cornelius McSean Sol for Complts

And thereupon a writ of Subpoena was accordingly issued against the said defendants returnable to the next term of this Court April Term 1857.

And at the same time Charles Hammond one of the defendants in his own proper person comes and files his answer to the said Bill of Complaint in the words following to wit

Richard Brown and Elizabeth W. Brown his wife vs. Charles Hammond and others

In the Circuit Court for Anne Arundel County

(The)

April Term 1857

The answer of Charles Hammond to the Bill of Complaint of Richard Brown & wife filed against him and others

This respondent admits the facts set forth in the sevral bill of Complaint and is willing that a sale should be made of the said real Estate as prayed by the said bill as he believes that such sale would be advantageous to all persons interested in the same Charles Hammond

: As solicitor for the Complainants I agree to receive the above answer without oath Cornelius McLean Sol for Comp:

: And the said Mont of Subpoena was Returned by E W Duvall Sheriff of Anne Arundel County Thus endorsed to wit

Summoned E W Duvall Shff

And afterwards to wit on the 23d day of April 1856 the Complainants by their solicitor filed in said cause their petition accompanied with an Exhibit in the words following to wit

Richard Brown and wife vs Charles Hammond & others

In the Circuit Court for Anne Arundel County

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County

: The petition of Richard Brown and Elizabeth his wife Complainants in the Cause Humbly shewes unto your Honor That Catharine Duvall One of the Defendants has in Consequence of repeated attacks of Epilepsy fallen into such a Condition of mind as to be unable to protect her interests as will appear from the Certificate of Dr William Sands hereunto filed marked RB No 1. Your Petitioners therefore pray that a Guardian may be appointed to answer for her And as in duty bound Your petitioners will ever pray &c

Cornelius McLean for Petitioners

Exhibit RB No 1

To all persons to whom these presents may come

I William Sands Doctor of Medicine do hereby Certify that I have for years attended the family of Dr Warren M Duvall as his physician and that I am acquainted with the mental Condition of his daughter Catharine Duvall who has for a long time been subject to Epilepsy Symptoms of the continuance of which her mind has become so much impaired as to render her unfit to take Care of or protect her rights in a court of Justice or elsewhere As Witness my hand this Nineteenth day of April 1856

Wm Sands

And on the same day the Judge passed a pretend petition the following Order

(Ex)

April Term 1857.

In the Circuit Court for Anne Arundel County 23 April 1857

Ordered that Ramsay Hodges be and he is hereby appointed Guardian to answer for and protect the interest of the said Catharine Duvall in this cause. Nicholas Brewer Circuit Judge

Afterwards to wit on the 21. Oct 1857 Catharine Duvall by her Guardian Ramsay Hodges filed in a cause her answer in the words following to wit

Richard Brown & wife vs Chandler Hammond & others

In the Circuit Court for Anne Arundel County

The answer of Catharine Duvall by Ramsay Hodges Guardian appointed by the Court to receive the answer of the said Catharine. This respondent by the said Ramsay Hodges says that she admits the facts stated in the bill of complaint and believes that it will be to the advantage of all the parties interested that the said land should be sold for the purpose of partition

Ramsay Hodges

Signed in my presence

Chas Hodges a Justice of the peace for Anne Arundel County Md

I agree to accept of the above answer without oath

Cornelius McLean Solr for Complts.

And afterwards to wit on the 2 day of Dec 1857 a Commission was issued to Ramsay Hodges of Anne Arundel County to receive the answers of the Infant defendants Charlotte Duvall Sophia Hodges Eleanora Duvall and Evans Duvall to the said Bill

Afterwards to wit on the 8 day of April 1857 the Commissioner Ramsay Hodges made return of the said Commission with the answers of the infant defendants Charlotte Duvall Sophia Hodges Eleanora Duvall and Evans Duvall in the words following to wit

Maryland ss The State of Maryland

To Ramsay Hodges of Anne Arundel County Greeting

Whereas Richard Brown and Elizabeth Brown his wife lately exhibited their bill of complaint before us now Circuit Court for Anne Arundel County sitting as a court of Equity against Charlotte Duvall Sophia Hodges Eleanora Duvall and Evans Duvall & others and whereas we have by our writ lately commanded the said Defendants to appear before us now said Circuit Court for Anne Arundel County sitting as a court of Equity at a certain day to answer the said bill of complaint but for as much as the said Charlotte Duvall Sophia Hodges Eleanora Duvall and Evans Duvall are Infants under age and cannot answer the said bill or defend the suit without having a Guardian assigned in that behalf Know ye therefore that we have given you full power an

authority in pursuance of the special order of court and court to assign and appoint a Guardian for the aforesaid Infants and to take the answers of the Infants by such Guardian to the said bill: and therefore we Command you that at such Certain day and place as you shall think fit you go to the said Defendants if they cannot conveniently come to you and assign and appoint a Guardian for the aforesaid Infants and take the answer of the said Infant by such Guardian to the said bill: on such Guardian's Corporeal Oath upon the Holy Evangels to be administered by you the said answers being distinctly and plainly wrote and when you shall have so taken the said answers you to send the same closed up under your seal together with your Certificate of your having assigned and appointed such Guardian as aforesaid and the same unto us in our said Circuit Court for the Anne Arundel County sitting as a Court of Equity Witness the Honorable Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County this 2nd day of December Anno Domini 1856

(Seal) Test W H Green Clerk

To the Honorable Nicholas Brewer Circuit Judge of the Circuit Court for Anne Arundel County The undersigned respectfully returns that pursuant to the authority vested in him by the foregoing Commission he did with the presence of the infants on the first day of April in the year 1857 assign and appoint John H Jacobs Guardian to the Infants in said Commission named and did take the answer of the said Infants by the said Guardian on his Corporeal Oath by the undersigned administered which answer hereto annexed is herewith returned together with said Commission

Witness my hand and seal this First day of April 1857

Ramsay Hodges Comr (Seal)

The answer of Charlotte Duvall Sophia Hodges Eleanora and Evan Duvall Infants under the age of twenty one years by John H Jacobs their Guardian in that behalf specially appointed to the bill of complaint of Richard Brown trustee against the said Defendants and others in the Circuit Court for Anne Arundel County sitting as a Court of Equity exhibited These Defendants answering by their Guardian aforesaid to the said bill of Complaint say that they do not admit the truth of the several matters and things charged and set forth in said bill and pray that the Court will protect their interests in the premises and they pray to be hence dismissed with their costs and so forth

John H Jacobs Guardian

The Guardian aforenamed maketh oath on the Holy Evangels of Almighty God that the matters and things stated in the foregoing answer are true to the best of his Knowledge and belief Sworn to before the Subscriber Commissioner for that purpose appointed Ramsay Hodges

And on the same day came Warren McDuvall and Robert J Hodges and Sophia their wife and filed in said cause their separate answers to the said Bill of Complaint in the words following to wit

Richard Brown & wife
vs
Warren McDuvall & others
In the Circuit Court for Anne Arundel County

The separate answer of Warren McDuvall to the Bill of Complaint filed against him and others by Richard Brown & wife

This defendant admits the facts stated in the said bill except the allegations in respect to his rights he says that he is entitled to a life estate in the portion assigned to the said Catharine Evans as her dower which will fully appear from the decree passed for the division of the Estate of the said Henry Evans this defendant however is willing that the said land should be sold free from his claim reserving however his right to an allowance therefor in lieu of his said Curtesy interest

M McDuvall

I agree to receive the above answer without oath

C McLean Sol for Complts

Richard Brown & wife
vs
Warren McDuvall & ol
In the Circuit Court for Anne Arundel County

The separate answer of Robert J Hodges and Sophia his wife to the Bill of Complaint of Richard Brown & wife filed against them and others. The defendants admit the facts stated in the said Bill and are willing that the real Estate in the same mentioned and described be sold under the decree of this Court for the purpose of partition and they pray to be hence dismissed with their Costs

Robert J Hodges Sophia Hodges

I agree to receive the above answer without oath

C McLean Sol for Complts

And on the same day was filed an agreement for a Commission in the Cause following to wit

Richard Brown (and) wife
vs
Warren McDuvall & others
In the Circuit Court for Anne Arundel County

It is agreed that a Commission to take testimony in this Cause be issued to Daniel M Thomas of the City of Baltimore

Cornelius McLean Sol for Plaintiff,
Geo Hollidays Sol for defendants

And afterwards to wit on the same day came the Complainants aforesaid by their Solicitor aforesaid and caused to be entered on the docket of the Court a General replication to the answer of the defendants filed in said cause

And at the same time a Commission was issued to Daniel M

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Thomas of the City of Baltimore to be returned in said Cause

and afterwards to wit on the 14th day of April 1857 the Commissioners aforesaid made return of their said Commission with the proceedings under the same in the words following to wit

State of Maryland Sc The State of Maryland To Daniel H Thomas of Baltimore City Greeting Know ye that we have appointed you to be our Commissioner to examine witnesses in a Cause depending in our Circuit Court for Allegany County sitting as a Court of Equity between Richard Brown and wife Complainants and Charles Hammond and others Defendants We therefore require you having first taken the oath hereunto annexed and also administered the annexed oath to the person whom you shall appoint a Clerk to attend the Execution of this Commission at such time and place as to you shall seem convenient you cause to come before you all such witnesses as shall be named and produced to you by either the plaintiffs or defendants and that you examine them on their corporal oaths to be by you administered upon the holy Evangelists of Almighty God touching their knowledge or remembrance of any thing that may relate to the cause aforesaid and that you cause notice to be given to the parties or their attorneys of the execution of this Commission before you execute the same and have you reduced the depositions of the witnesses so taken by you into writing you send the same with this our Commission Close under your hand and seal to our Circuit Court for Allegany County sitting as a Court of Equity with all convenient speed Witness the Honorable Nicholas Brewer Chief Judge of the Circuit Court for Allegany County this eighth day of April Anno Domini 1857

(Seal)

W H Greenleaf

Commissioners Oath

You shall according to the best of your Skill and knowledge truly faithfully and without partiality to any or either of the parties take the Examinations and depositions of all and every Witness and Witnesses produced and examined by virtue of the Commission hereunto annexed upon the interrogatories now or which may hereafter before the said Commission is closed be produced to and left with you by either of the said parties So help you God

Sworn to by Daniel H Thomas this tenth day of April A D 1857 before the Subscriber a Justice of the Peace in and for the City of Baltimore

W H Bayard

State of Maryland Baltimore City Sc I hereby certify that William H Bayard Esquire before whom the annexed affidavit was

made and who has thereto subscribed her name was at the time of so doing a Justice of the peace of the State of Maryland in and for the City of Baltimore duly commissioned and Sworn

(Seal) In Testimony whereof I have set my hand and affix the seal of the Superior Court of Baltimore City this 11 day of April A.D. 1857. Edwd Dorsey Clerk of the Superior Court of Baltimore City

Richard Brown & wife vs Charles Hammond (and others)

In the Circuit Court for Anne Arundel County

Interrogatories to be propounded to the witnesses to be produced on the part of the complainants

1st Do you the parties to this suit and how long have you known them

2nd State if you can the ages of the several parties and say which of them are minors and which of age, which of them are married and whom to, and say which of them are descendants of Hearrett Duvall and what relation they bear to her

3rd Do you know the land of the late Henry Evans in Anne Arundel County and particularly that part which was assigned in the division thereof to Hearrett Duvall. If you was the same subject to the dower of the late Catharine Evans & what number of acres does it contain what improvements are on it and what is the value per acre

4th Do you know the land which belonged to the late Catharine Evans deceased in Anne Arundel County If so describe the same & say how the same was divided & what part came to the Children of Hearrett Duvall & how the same has with reference to the land mentioned in the third Interrogatory are there any improvements on the same, and what number of acres does it contain

5th If you say the two parts be together state whether or not it would be beneficial to the parties owners of the same to have them held as one tract or farm, and whether it would or not be advantageous to have both parts sold and your reasons therefor

6th If you answer to the fifth Interrogatory that it would be advantageous to have the said land sold say whether it would or not be to the advantage of the said parties to have them sold together as one farm

7th Do you know of any manner in which the part left by Catharine Evans to the defendant Charles Hammond in trust could be made useful to the Children of Hearrett Duvall except by a Sale and

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if a sale of one is made would it not be better for both to be sold together State your reasons for your opinion

Cornelius McLean Solr for Complts

At the execution of the annexed Commission issued out of the Circuit Court for Anne Arundel County sitting in Equity and Empowering me to examine evidences in the cause depending in said Court between Richard Brown and wife Complainants and Charles Hammond and others Defendants I Daniel M Thomas the Commissioner therein named having met on the tenth day of August in the year eighteen hundred and fifty seven at half past three o'clock P.M. at the Office of Cornelius McLean Esq in the City of Baltimore and having first taken the oath annexed to the said Commission did proceed then and there in the presence of Cornelius McLean Esq Solicitor for the Complainants notice of the execution of said Commission having been waived by George H Williams Esq Solicitor for the Defendants, to take the following Depositions to wit

Richard Cromwell Jones a witness of lawful age produced on the part of the Complainants being duly Sworn and Examined to Interrogatories filed with the Commissioner by the Complainants and hereunto annexed deposes and Says.

To the First Interrogatory, That he knows all the parties to this Suit Complainants and Defendants

To the Second Interrogatory, That Elizabeth Brown one of the Complainants is of age as also is Catharine Duvall, Charlotte Duvall Sophia Hodges wife of Robert T Hodges, one of the Defendants Evan Duvall and Eleanora Duvall are under age, Elizabeth Brown the Complainant and Sophia Hodges the Defendant are the only two married The said Elizabeth Brown Sophia Hodges Charlotte Duvall Catharine Duvall Evan Duvall and Eleanora Duvall are the only Children of Harriett Duvall the deceased wife of Warren M Duvall. The said Harriett Duvall was the daughter of Catherine Evans who was therefore the grand mother of said Children, Catherine Evans died a year or two ago subsequent to the death of Harriett Duvall

To the third Interrogatory, That he knows that part of Henry Evans Estate which was assigned to Harriett Duvall subject to the Dower of Catherine Evans That part so assigned to said Catherine Evans for Dower contained from forty to sixty acres. There are no improvements on it Deponent supposes it is worth about forty dollars an acre

To the Fourth Interrogatory that he knows the land which belonged

to the late Catherine Evans deceased in manner and form as stated; and was one of the Commissioners appointed to divide the same. The share of the above mentioned Children of Harriett Duvall was assigned to Charles Hammond as their Trustee. It was purposely laid off in such a way as to adjoin the tract mentioned in Deponents reply to the third Interrogatory as Subject to the Dower of said Catherine Evans. The part so assigned in Trust to Charles Hammond contains about ninety acres. There are no improvements on it worth about fifty dollars an acre.

To the Fifth Interrogatory, That he thinks it would be beneficial to the parties owners of the said two tracts to have their tracts as one tract or farm. The said Commissioners had an eye to that in laying off the estate. Deponent thinks the two tracts would sell better together. They joined well to the adjacent farms whose owners would perhaps be best to have them joined, or and would for that purpose prefer buying them separately but it would not be well to divide them as two farms and Deponent thinks it would be to the advantage of the owners to have the two united as one farm and also that it would be better to have it sold, as it could not be divided and requires improvements. It now lies out in old fields, and the fences are down. It is not in Cultivation and is going to waste. Deponent does not think the parties situated as they are, off at a distance are able to improve it and think it is to the advantage of all the parties to have it sold.

To the Sixth Interrogatory, That he thinks it would be to the advantage of the parties to have the said lands sold together as one farm unless the desires of the persons adjoining to add them to their farms can be taken advantage of.

To the Seventh Interrogatory, That he does not know how the part left by Catherine Evans to the Defendant Charles Hammond in Trust could be made beneficial to the parties except by a Sale and it is impossible to cut in that part of the Country. Deponent thinks that if this part is sold the other part ought to be sold also. Deponent owns land himself in that neighborhood.

David B. Ferguson a witness of lawful age produced on the part of the complainant being duly Sworn and Examined to said Interrogatories deposes and says

To the First Interrogatory, That he knows all the parties to the suit he married an aunt of the Children of Harriett Duvall.

To the Second Interrogatory, That Elizabeth Brown and Catharine Duvall are of age the others, Charlotte Duvall Sophia (now Hodges) Evans Duvall and Eleanora Duvall are

Minors Elizabeth is married to Richard Brown and Sophia to Robert T Hodges The complainant Elizabeth and the Defendant Catherine Charlotte Sophia Evans and Eleanora are the only Children of Hannet Duvall and grand Children of Catharine Evans The Mother of said Hannett

To the Third Interrogatory That he knows the land of the late Henry Evans in Annearundel County and that part thereof which was assigned to Hannett Duvall Subject to the Dower of Catherine Evans This part Contained about fifty acres: There are no improvements and its worth forty dollars per acre

To the Fourth Interrogatory That he knows the land which belonged to the late Catherine Evans in Annearundel County It was divided under the will of said Catherine Evans Part was assigned to Deponents wife, a daughter of said Catherine, part to Agnes Hammond daughter of Charles Hammond, and part to Charles Hammond a brother of the above named Children of Hannett Duvall The latter part was adjoining the tract mentioned in the third Interrogatory as subject to the dower of Catherine Evans and which descended to the children of Hannett Duvall and consists of about Ninety acres There are no improvements and its worth forty dollars per acre

To the Fifth Interrogatory That he believes it would be beneficial to the parties owners of the two tracts to have them sold ~~in that~~ as farm. It would not bear division and deponent thinks it would be to the benefit of the heirs to have it sold. It is lying out going to waste It is unimproved and the parties are unable to improve it

To the Sixth Interrogatory That he believes it would be better to sell the two tracts as one farm

To the Seventh Interrogatory That the part left by Catherine Evans to the defendant Charles Hammond in trust could not be made available without a sale and if that part be sold the other ought to be sold with it

Tuesday 14 April A D 1857 The complainants then day file with the commissioner Their Exhibit R B No 1. which is herewith returned by them There being no other Witnesses to be examined and neither party desiring further time for the production of their Evidence, The commissioner Closed the said commission and herewith returns the same under his hand and seal the fourteenth day of April in the year eighteen hundred and fifty Seven

Daniel M Thomas Commissioner (Seal)

Exhibit R B No. 1

April Term 1857

Catharine Evans } I Catharine Evans of the City of Baltimore in the
Last Will & Testament } State of Maryland being a resident of Baltimore
County & Same State do make Publish & declare this my last Will & Testament
hereby revoking all Wills & Testaments heretofore made by me in manner & form
following that is to say

I give & bequeath to my Son in law Charles Hammond whatever
articles of Furniture there may be at the time of my decease belonging to me in
the dwelling house of the said Charles Hammond with whom I at present
reside

And after the payment of whatever just Claims of any there may be
against me & my funeral expenses & the above bequest to the said Charles
Hammond I give & bequeath the sum of four hundred dollars now in the hands
of Charles R Stewart & belonging to me unto my Grandson Claudius Stewart & my
Grand daughter Catharine Wallington Children of my deceased daughter
Ann Stewart to be equally divided between them share & share alike It
being my intention that my said Grand Children Claudius Stewart & Catharine
Wallington shall have no more of my Estate whatsoever

I will & devise that all the residue of my Estate & property of every
Kind & description whatsoever & where soever situate or being, be divided into three equal parts
one of which said three parts I give devise & bequeath unto my grand children
Catharine R Hammond & Agnes Hammond Children of my deceased daughter
Sarah Hammond to hold unto them their heirs Executors administrators & assigns
forever as Tenants in Common

I give devise & bequeath one third part of said third parts to the aforesaid
Charles Hammond to hold to him his heirs Executors & administrators In Trust
Nevertheless for the following uses & purposes that is to say In Trust
for the purpose use benefit & behoof of my daughter Elizabeth Ferguson wife
of David B Ferguson so that she may be suffered & permitted to receive &
take the clear rents issues interest & income of said one third & the same to apply
to her sole & separate use or to sell & dispose of absolutely for such price or Consideration
as she may think fit all or any part of said trust property & the proceeds
thereof to appropriate in such manner as she may think proper so that neither
the said trust property nor the income or avails thereof shall at any time
be subject to the power disposal or Control of her present or any future husband
or be in any manner liable or bound for or by his debts contracts or engagements
and from & immediately after the decease of the said Elizabeth Ferguson
then as to the said Estate & property or so much thereof as shall remain
undisposed of by her as aforesaid In Trust for such person or persons or for
such uses & purposes as the said Elizabeth by her last Will & Testament
appropriately executed which last Will & Testament she is declared

Competent & is hereby authorized & empowered to make & execute her Overture notwithstanding or whether sole or Covert at the time of the execution thereof shall have named limited or appointed But in default of such nomination limitation and appointment then in Trust for such person or persons as owned by the now existing Laws of the State of Maryland be the Heirs of the said Elizabeth Ferguson to take an estate in fee simple in lands by descent provided to for or appro no other use

And the other another third part of my estate & property I give devise & bequeath to the aforesaid Charles Hammond Esquire & his heirs Executors & administrators In Trust to apply the Clear rents issues interest & mesne of said other third to or towards the education Maintenance & Support of the said children of my deceased daughter Harriet Durell namely Elizabeth W Brown Catharine Durell Charlotte Durell Sophia Durell Evans Durell & Eleanora Durell until the Younger surviving one of said children shall attain the age of twenty one years or sooner with the direction of the said Trustee at which time the said principal Estate and property devised by this Clause of my Will shall be conveyed assigned and delivered over to such children & the Child or Children of any deceased Children children above named & their legal representatives as tenants in common forever when the present trust shall be ended & determined

and Lastly I constitute & appoint the aforesaid Charles Hammond to be sole Executor of this my Will & Testament which I again declare to be my last

In Testimony whereof I the said Catharine Evans have hereunto subscribed my name & affixed my seal on this twenty eight day of March in the year of our Lord One thousand Eight hundred & fifty three

Catharine her X mark Evans (seal)

Signed Sealed published & declared by Catharine Evans the above named Testatrix as & for her last Will & Testament in the presence of us who at her request in her presence & in the presence of each other have hereunto subscribed our names as Witness thereto

Robt. B Clark A Fenton, James R Clark

Baltimore City to wit On this 13 day of February 1855 came Robt B Clark one of the subscribing Witnesses to the foregoing last Will & Testament of Catharine Evans late of said City deceased & made oath on the Holy Evangels of Almighty God, that he did see the Testatrix sign & seal the said Will that he heard her publish pronounce & declare the same to be her last Will & Testament that at the time of her so doing she was to the best of his apprehension of sound and disposing Mind memory & understanding and that he together with A Fenton and James R Clark the other subscribing

Witnesses thereto subscribed their names as witnesses to the Will in her presence at her request & in the presence of each other

Sworn in open Court

Test N Hickman Register of Wills for Baltimore City

Whereas I Catharine Evans of the City of Baltimore State of Maryland having made & duly executed my last Will and Testament in writing bearing date the twenty eight day of March One thousand eight hundred & fifty three Now I do hereby declare the present writing to be a sealed Codicil to my said Will & direct the same to be annexed thereto & taken as a part thereof, I do hereby give & bequeath unto Charles Hammond as Trustee for my grandchildren of the name of Brown & support thereof to wit Elizabeth W Brown Catharine Duvall Charlotte Duvall Sophia Duvall Evans Duvall & Eliana Duvall children of my deceased daughter Harriet the overplus of my estate as already provided for in my said Will and it is my desire & I hereby direct that the s^d Charles Hammond as Trustee in conjunction with my daughter Elizabeth Ferguson shall select such persons either may judge to be humane as the purchasers of said Servants & they are hereby authorised to sell at private sale all the Servants hereby devised to my aforesaid Grand Children & the money arising from the said sale shall be invested or put out at interest by the said Trustee until they shall arrive at the age of twenty one years respectively unless the said Charles Hammond shall deem it expedient to pay it sooner in which event he is hereby fully authorised to do.

The interest arising from said sale to be paid over to or for the support of the said children respectively in equal proportions

In Testimony whereof I the aforesaid Catharine Evans hath affixed my hand & seal to the above Codicil this Fourth day of August One thousand eight hundred & fifty four

her
Catharine × Evans
mark

Signed sealed published & declared by Catharine Evans the testatrix named in the within as and for a Codicil to her last will & Testament & to be taken as a part thereof in the presence of us who at her request in her presence & in the presence of each other have hereunto subscribed our names as witnesses thereto

Richard Brown
Geo W Hammond
Geo W Brown

Baltimore City, ss On the 13 day of February 1855 came Richard Brown & Geo W Hammond two of the subscribing witnesses to the foregoing Codicil to the last will & testament of Catharine Evans late of said City

April Term 1857

deceased) I made oath on the Holy Evangels of Almighty God that they made the Testator sign the instrument that they heard her publish pronounce and declare the same to be a sealed instrument to be her last Will and Testament that at the time of so doing she was to the best of their apprehensions of sound and disposing mind memory and understanding that they together with John W Boorman the other subscribing witness thereto subscribed their names as witnesses to this instrument in her presence at her request and in the presence of each other

Sworn in open Court

Test Nicholas Hickman Register of Wills for Baltimore City

I do Testimony that the foregoing is a true Copy taken from Wills Liber No 90 No 96 Folio 344 &c being one of the Records in the office of the Register of Wills for Baltimore City

Witness my hand affix the seal of my office this Eleventh day of April in the year of our Lord Eighteen hundred & fifty Seven

(Seal)

Test Nicholas Hickman Register of Wills for Balto City

and afterwards to wit on the 12 day of June 1857 the Judge passed the following order

Richard Borroughs & Elizabeth W Borroughs surviving

vs

Charles Hammond and others

In the Circuit Court for Baltimore County
In Equity
April Term 1857

This case has been submitted to me for adjudication but Mrs Ferguson one of the testators daughters of Charles Hammond are not made parties they ought both to be made parties Mrs Ferguson I suppose is of full age and her interests ought not to be changed without giving her an opportunity of expressing her views with regard to it

Nicholas Brewer Circuit Judge June 5. 1857

and afterwards to wit on the 12 day of June 1857 the complainants by their solicitor filed in said cause the following deposition and agreement in the words following to wit

Richard Borroughs

vs

Charles Hammond & others

In the Circuit Court for Baltimore County
In Equity

Be it remembered and it is hereby adopted that on this 11th day of June 1857 before the subscriber a Justice of the Peace of the State of Maryland in and for the City of Baltimore personally appeared Laura B Ferguson who made oath on the Holy Evangels of Almighty God that the Real Estate of Catharine Evans deceased which was devised to Elizabeth Ferguson daughter of Charles Hammond

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and those of Charles Hammond land part in Anne Arundel County and part in the City of Baltimore and that under proceedings in the Circuit Court passed by which the said Elizabeth Ferguson and Deponent as well as the surviving Child of Charles Hammond and the Children of Harriett Duvall deceased were parties that sale was decreed between the said parties and that the portion alluded to in the testimony in the case was assigned by the decree in the said Cause to the said Children of Harriett Duvall severally as their share of the said real Estate Deponent is the husband of the said Elizabeth Ferguson and the uncle by marriage of the said Children of Harriett Duvall and the surviving Child of the said Charles Hammond and being a party to the said proceedings knows the said facts to be true and that neither he or she nor the said surviving Child of the said Hammond has any interest in the part of the land devised to the Children of Harriett Duvall for the sale of which the proceedings in this Case have been instituted

Sworn before Edward G Starr JP

Richard Brown & wife
vs
Charles Hammond & others

In the Circuit Court for Anne Arundel County

It is agreed that the testimony taken in this case may be used in this case as the testimony taken under a Commission

Cornelius McLean Solr for Complainant
George H Williams Solr for Defts.

State of Maryland Baltimore to wit I hereby certify that Edward G Starr Esquire before whom the annexed affidavit was made and who has thereto subscribed his name was at the time of so doing a Justice of the Peace of the State of Maryland in and for the City of Baltimore duly Commissioned and Sworn

In Testimony whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore this 11th day of June A D 1857

(Seal)

Edward Dowling Clerk of the Superior Court of Baltimore City

Annapolis Anne Arundel County ss: On the 30th day of June 1857 the Judge passed his decree in said cause in the words following to wit

Richard Brown & Elizabeth his wife
vs
Charles Hammond & others

In the Circuit Court for Anne Arundel County

April Term 1857

This Cause standing ready for hearing and having been submitted by the Solicitor for the Complainants without argument the bill answer and all the other proceedings were by the Court read and considered Whereupon this 30th day of June in the year 1857 by Nicholas Brewer Judge and by the authority of the Court adjudged Ordered and decreed that the real Estate in the proceedings mentioned

be sold for the purpose of partition (that Lorenzo McLean be and he is
hereby appointed trustee to make said sale) and that the course and
manner of his proceedings be as follows he shall first file with the Clerk
of the Court a bond to the State of Maryland executed by him, with a surety
or sureties to be approved by the Clerk of the Court with the penalty of ten thousand
dollars conditioned for the faithful performance of the trust reposed in him
by the decree (which may be reposed in him by any future order or decree
in the premises) he shall then proceed to make the said sale having offered
given at least three weeks previous notice inserted in some newspaper or papers
printed in Annearundel County and such other notice as he may think
proper of the time place manner and terms of sale which terms shall be as
follows (one third cash on the day of sale or the ratification thereof
at the discretion of the Trustee and the residue in one and two years from
the day of sale the credit payments to be secured by the bond of the
purchaser or purchasers with a surety or sureties to be approved by the Trustee
and the whole purchase money to bear interest from the day of sale
and as soon as convenient after any such sale or sales the said trustee shall
return to the Court a full and particular account of the same with an
affidavit of the truth thereof and of the fairness of such sale or sales
annexed and of the ratification of such sale or sales by the Court
and of the payment of the whole purchase money (and not before
the said trustee by good and sufficient deed to be executed and
acknowledged agreeably to law shall convey to the purchaser or purchasers
of the property and to his her or their heirs the property so to him her or them
sold free and discharged of all claim of the parties to this cause
and of any person or persons claiming by from or under them or any of them
and the said trustee shall bring into the Court the money arising of such
sale or sales and the bonds which may be taken for the same to be
disposed of under the direction of the Court after deducting therefrom
the costs of the suit and such commissions to the said trustee as the
Court shall think proper to allow a due consideration of this settlement
and probably of hereafter he shall appear to have discharged the trust

Richard Bowie Circuit Judge

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April Term 1858

Anne Pearce, Susan Pearce, William Disney, Philip Disney William Disney Son of Wm. Sarah Anne Disney widow of John, Ines Shipley and Priscilla his wife formerly Priscilla Disney, Mary Ann Disney and William Disney Son of Sr. & Eliza Anne Disney, Rezin Boyer, Larkin Boyer and William Boyer, Susan Anne Boyer, and Sarah Anne Boyer; Benjamin Clarke and Wesley Clarke, Philip Pearce, Mary Pearce and William Pearce, Joshua Jones and Eliza Ann his wife, Thomas Randall Richard Randall, William Heigh and Susan his wife, William Ingraham and Rachel his wife, David Pearce and Ezekiel Beal.

vs

John Pearce, Francis L. Pearce, Elizabeth Pearce, Frederick E. Deems and Anne his wife Margaret Pearce.

Be it remembered that heretofore to wit on the 14th day of August 1854 the Keeper of the Record of the Court of Chancery transmitted to the Circuit Court for Anne Arundel County the Docket Entries in the aforegoing Cause together with the papers filed therein as follows.

Randall & Anne Pearce Susan Pearce
A. B. Hagner William Disney and others.

vs

John Pearce, Francis L. Pearce, Elizabeth
J. Donaldson Pearce, Frederick E. Deems and Anne his
for Marg.t wife Balt Cty. Margaret Pearce Balt City

Subp.a Bill filed 28th July 1846 Subp.as issued.
ns from Balt County Subp.as ren.d 19th Oct.r 1846, December
Term 1846 ns from Balt.r County Subp.as ren.d 15th Jany
1847 March Term 1847 ns from Balt City ns from
Balt City Subp.as ren.d 18 May 1847 July Term 1847 ns
from Balt City Answer of Margaret Pearce filed 30 July
1847. September Term 1847 ns from Balt.r City Subp.a
ren.d 27th Jany 1848, March Term 1848 ns from Balt.r County
petition filed 20th Jany 1853 by Compl.ts Order giving
leave to amend amended Bill filed 22nd Jany 1852
against Francis L. Pearce, Elizabeth Pearce, and Frederick
E. Deems and Anne his wife of Baltimore County and

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Subpoena & order of Complts Solr filed 1 July 1854 for removal of Cases to the Circuit Court for Anne Arundel County.

Complts Cost		Defendants Cost	
Registers fees sent out	$1.48	Register	.45
ditto now due	4.13	Tax	.50
Seals & Taxes	4.00	Solicitor	10.00
Solicitor	10.00		$10.95
	$19.61		
	Test		

Louis Gassaway
Keeper of the Records
of the Court of Chy

To the Honorable Theodorick Bland Chancellor of Md

The Bill of Complaint of Anne Rance Susan Rance, William Disney, Philip Disney, William Disney son of William, Julia Anne Disney widow of John, Enos Shipley and Priscilla his wife formerly Priscilla Disney, Mary Anne Disney and William Disney son of John and Eliza Anne Disney the two last infants by Julia Anne Disney their mother and next friend, Kezin Boyer, Larkin Boyer, and William Boyer, Susan Anne Boyer and Sarah Anne Boyer the three last infants by Kezin Boyer their father and next friend, Benjamin Clarke and Wesley Clarke an infant by Benjamin Clarke his father and next friend, and Philip Rance, Mary Rance and William three infants by Anne Rance their mother and next friend all of Anne Arundel County, Joshua Jones and Eliza Anne his wife formerly Eliza Anne Rance, Thomas Randall, Richard Randall, William Hugh and Susan his wife formerly Susan Randall, and William Ingraham and Rachel his wife formerly Rachel Randall and David Rance of Baltimore County and Ezekiel Beal of Howard District humbly Show: That heretofore a certain Philip Rance late of Anne Arundel County aforesaid, deceased was in his lifetime seized and possessed, among other lands of, certain tracts, or parts of tracts, or parcels of land in Anne Arundel County aforesaid, called "Hammonds Contrivance" "Hunters Third Choice" "September the fourteenth Seventeen hundred and thirty nine I was born John Hammond son of John" "Youngs Chance" and "Indian Glade" containing

about One hundred acres, and being so thereof seized and possessed sometime in the Eighteen hundred and Sixteen departed this life intestate as to his real estate, leaving a last Will and Testament, not duly executed to pass real estate having only one witness thereto, and leaving the following Eight children, Abraham Pearce, John Pearce, George Pearce, William Pearce, Caroline, Mary, Sarah and Rachel his only Children, and one Grand-child Miranda Clarke former wife of your Orator Benjamin Clarke, and the only child of another son of said Philip, named Philip who died before his father intestate, And your Orators further charge that, the 1st child Abraham Pearce departed this life after his father intestate, about the year Eighteen hundred and nineteen, leaving four children, to wit, the Defendants Francis L. Pearce, John Pearce, Anne Pearce, now Anne Deems wife of the Defendant Frederick E. Deems, and Elizabeth Pearce, that the said Children of Abraham Pearce, about the year Eighteen hundred and thirty, sold all their claim in the real estate aforesaid to their uncle the said John Pearce in his lifetime.

That 2nd child, the said John Pearce, afterwards, about, the year Eighteen hundred and thirty seven departed this life intestate, leaving a widow your Oratrix Anne Pearce and Seven children his sole heirs at law to wit George who has since died without issue and intestate, and whose interest descended to his surviving brothers and sisters, Your Oratrix Eliza Ann wife of your Orator Joshua Jones, Your Oratrix Susan, Your Orator David Pearce, and your Orators Philip, Mary and William Pearce who are under the age of twenty one years.

That 3rd Child, George departed this life intestate and without issue about the year Eighteen hundred and twenty one, whereby his interest in the said land descended to his surviving brothers and sisters and the children of his deceased brothers and sisters.

That 4th Child William died intestate about the year Eighteen hundred and thirty, leaving one child Margaret Pearce the Defendant who sold her share in said real-estate to your Orator Ezekiel. E. Bell.

That 5th Child, Caroline, intermarried with your Orator William Disney, and afterwards, to wit, about the year Eighteen hundred and twenty one departed this life intestate, leaving 5 children,

to wit, John Disney who died about the year Eighteen hundred and thirty five leaving two children your Orator and Oratrix William Disney and Eliza Anne Disney, both infants, and Julia Anne Disney his widow your Oratrix surviving him; Philip Disney your Orator; William Disney; Orator, Priscilla Shipley your Oratrix; and Mary Anne Disney Your Oratrix;

That 6th Child Mary became the wife of William Randall, both of whom are since dead, intestate many about the year Eighteen hundred and twenty five, and William about six years afterwards, leaving 4 children, to wit, Your Orator Thomas Randall, Your Orator Richard Randall, Your Oratrix Susan Heigh, and Your Oratrix Rachel Ingraham.

That 7th Child, Sarah, departed this life intestate and without issue about the year Eighteen hundred and Eighteen, whereby her interest in the said land descended to her surviving brothers and sisters and to the children of her deceased brothers and sisters.

That 8th child, Rachel died, intestate, about the year Eighteen hundred and thirty five, leaving 4 children, to wit, Your Orator Lawson Boyer, and Your Orator and Oratrixes, William, Susan Anne and Sarah Anne Boyer, the last three of whom are minors.

And That the grand-daughter aforesaid Miranda Clarke, intermarried with your Orator Benjamin Clarke, and has since died intestate, leaving one son and sole heir at law Wesley Clarke a minor your Orator, and the said Benjamin your Orator her surviving husband.

And your Orators further charge that the said land is not capable of partition among those interested therein and that it will be for their interest and advantage, especially of those under age, to sell the aforesaid parcels of land and to divide the proceeds thereof among the parties in proportion to their respective interests. But your Orators are advised that by reason of the infancy of some of the parties a sale thereof cannot be had without the interposition and assistance of the Honorable Court.

To the end therefore that the defendants hereinafter named may answer the premises upon their oaths fully and particularly, and that a decree may be passed for a sale of the aforesaid parcels of land; and the proceeds thereof distributed among the parties according to their rights respectively; And that Your

Orators may have such further or other relief as their case may require.

May it please your Honor to grant unto your Orators the writ of Subpoena against the said John Pearce, Francis L. Pearce, Elizabeth Pearce, Frederick E. Dennis and Anne his wife of Baltimore County and Margaret Pearce of Baltimore City, commanding them to appear in this Court at some certain day to be therein named, to answer the premises and abide by and perform such decree as may be passed therein. And as in duty. &c.

A. Randall
Sol: for Complt.

The answer of Margaret Pearce of the City of Baltimore to the Bill of Complaint of Anne Pearce, Susan Pearce, William Disney, Philip Disney, William Disney son of William, Julia Ann Disney widow of John, Enos Shipley and Priscilla his wife, Mary Anne Disney, William Disney son of John, Eliza Disney, Rezin Boyer, Larkin Boyer, William Boyer, Susan Anne Boyer, Sarah Anne Boyer, Benjamin Clarke Wesly Clarke, Philip Pearce, Mary Pearce, William Pearce, Joshua Jones and Eliza his wife, Thomas Randall, Richard Randall, William Heigh and Susan his wife, William Ingraham and Rachel his wife, David Pearce and Ezekiel Bell, against her and others exhibited.

This Defendant admits the several matters and things charged in the bill of Complaint to be true and submits to such decree in the premises as may be right. And &c.

Th. Donaldson
Sol. for Margaret Pearce.

To the Honorable John Johnson
Chancellor of Maryland

The Petition of Anne Pierce, Susan Pierce, William Disney, Philip Disney, William Disney, son of William, Julia Anne Disney, Enos Shipley, and Priscilla his wife, William Disney son of John, Eliza Anne Disney, Rezin Boyer, Larkin Boyer, William Boyer, Susan Anne Boyer and Sarah Anne Boyer, Benjamin Clarke, and Wesley Clarke, Mary Pierce and William Pierce, all of Anne Arundel County in the State of Maryland, of Joshua Jones and Eliza Anne his Wife, Thomas Randall, Richard Randall

William Hughe and Susan his wife, William Ingraham and Rachel his Wife, and David Price, all of Baltimore County and of Ezekiel E. Bell of Howard County respectfully represents unto your Honor,

That heretofore on the twenty Eighth day of July Eighteen hundred and forty six, Your Petitioners filed their Bill of Complaint in this Honorable Court, praying among other things for the sale of the Real Estate of which a certain Philip Price had died seized, for the purpose of distributing the proceeds of sale among the decendants of the said Philip,

That the cause was so far proceeded in that a certain Margaret Pierce, one of the Defendants, filed her answer to the said Bill, assenting to the prayer of the said Bill, as will appear by reference to the said Bill and Answer remaining in the said Court.

That at the time of filing the said Bill, Your Petitioners endeavored to lay before Your Honor full statements of the names, relationship and residence respectively of the decendants of the said Philip Pierce, but that in the interval between the date of filing the same and the present time, numerous changes have taken place in the relations of the respective parties; which render the present pleadings in the cause imperfect and incorrect and necessary to be amended by a supplemental Bill

That since the filing of the said Bill, John Pierce son of Abraham Pierce, and Philip Pierce, son of John Pierce senior, have departed this life, both intestate and without issue, but the said John Pierce Junior left surviving him a Widow named Adeline Pierce, who is a resident of Howard County; that Mary Anne Disney one of the Complainants is also dead, unmarried, intestate and without issue, and that Margaret Pierce the Defendant has also since died, intestate, and Children

That it is charged in the said Bill, that the children of Abraham Pierce sold their interest in the said property to their Uncle John Pierce Senior; but your Petitioners charge, that afterwards the said John Pierce sold all his interest in the said property. (both that acquired by the said purchase and that inherited by him from the said Philip) to your Petitioner Ezekiel E. Bell.

That the said Margaret Pierce intermarried with a

certain Enos Jeffers, and sold all her interest in the said property to the said Ezekiel E. Bell, before her death as aforesaid without ever having had a child,

That Wesley Clarke the son of Miranda Clarke and Benjamin Clarke, hath since sold all his interest in the said to a certain Richard Jeffers of Anne Arundel County for a valuable consideration; who hath sold the same to the said E. E. Bell.

Your Petitioners are advised that they ought to file an amended Bill setting forth these facts and praying the process of the Court against the surviving Defendants.

They therefore pray Your Honor to pass an order authorising them to charge the above matters in a further Bill of Complaint by way of amendment and supplement to their original Bill of Complaint. And as in duty &c.

A. Randall &
A. B. Wagner
for Petitioners.

Let an amended and supplemental Bill be filed as prayed by the foregoing petition.

John Johnson Ch.r

Jany 20th 1853.

To The Honorable John Johnson.
Chancellor of Maryland.

The Amended and Supplemental Bill of Complaint of Anne Price, Susan Price, William Disney, Philip Disney, William Disney the son of William, Julia Anne Disney, widow of John Disney, Enos Shipley and Priscilla his wife, William Disney the son of John Disney, Eliza Anne Disney, Rezin Boyer, Larkin Boyer, William Boyer, Susan Anne Boyer, Sarah Anne Boyer, Benjamin Clarke, Wesley Clarke, Mary Price, William Price and Richard Jeffers all of Anne Arundel County, Joshua Jones and Eliza Anne his wife, Thomas Randall, Richard Randall, William Hughes and Susan his wife, William Ingraham and Rachel his wife and David Price all of Baltimore County, and Ezekiel E. Bell of Howard County respectfully represent unto Your Honor:

That heretofore on the twenty eighth day of July eighteen hundred and forty six, Your Orators with certain others who are now deceased filed in this Honorable Court their

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Bill of Complaint against certain John Pierce and others, wherein, among other matters and things it is in substance alleged as follows.

That heretofore about the year Eighteen hundred and sixteen a certain Philip Pierce of Anne Arundel County, being seized of certain Real Estate lying therein, departed this life intestate thereof, that the Real-Estate of which he was so seized, consisted of five parts of tracts, or parcels of land, known by the following names, "Part of Hammonds Contrivance" containing about six acres more or less. "Part of Hunters third Choice" containing about seventeen acres of land more or less. "Part of September the fourteenth seventeen hundred and thirty nine I was born John Hammond of John" containing about thirty and an half acres, more or less, "Part of Youngs Chance" containing about thirty eight acres more or less. and "Part of Indian Glade" containing about ten acres more or less; that the said Philip Pierce left surviving him eight children as follows, viz: Abraham Pierce, John Pierce, George Pierce, William Pierce, Caroline Pierce, Mary Pierce, Sarah Pierce, and Rachel Pierce, and a grand-child named Miranda, the daughter of Philip Pierce, a deceased son of the said Intestate, who had departed this life before the death of his Father Philip, intestate and leaving his said daughter surviving him, his only heir at law, that the said Abraham Pierce departed this life about the year Eighteen hundred and nineteen, intestate, and leaving surviving him the following four children, his sole heirs at law, viz: Francis L. Pierce, John Pierce, Anne Deems the wife of Frederick C. Deems, and Elizabeth Pierce & that the said children afterwards sold their interest in the Estate of the said Philip Pierce Senior, to their Uncle John Pierce for a valuable consideration And Your Orators now charge by way of amendment and supplement, that since the filing of the said Bill, the said John Pierce, the son of Abraham, both departed this life intestate and without issue, but leaving a widow Anne, surviving him, but that the said Anne is in no manner interested in this proceedings, the said John having parted with all his interest in the said equitable estate before his death.

That the said John Pierce the son of the said Philip Senior, departed this life about the year Eighteen hundred and thirty seven, intestate, leaving surviving him a widow, Your Oratrix Anne Pierce, and seven children, his sole heirs at law, viz:

Philip Pierce, who was dead at the filing of the said Bill, Eliza Anne, the wife of Your Orator Joshua Jones, Susan Pierce, David Pierce, George Pierce, Mary Pierce, and William Pierce, and that the said Philip, Mary & William were infants under age, But Your Orators charge, that the said Philip Pierce is since dead, intestate and without issue, and that the said Mary Pierce and William Pierce have since attained the age of twenty one years, and they further charge by way of amendment or supplement, that the said Ezekiel E. Bell hath purchased from the said Joshua Jones and Eliza Anne his wife, and the other children of the said John Pierce named above, all their interest in the share of the Real-Estate of the said Philip Pierce Senior which descended to their Father the said John, and also all their interest in that portion of the Real-Estate of the said Philip Senior, which descended to the said Abraham Pierce and which the children of the said Abraham sold as aforesaid to the said John Pierce their Uncle, whereby there is now vested in the said Ezekiel Bell, all the share of the said Abraham and all the share of the said John, together with all the interest of Your Oratrix Anne as widow of the said John Pierce Senior; and that the said Ezekiel E. Bell hath received from the said parties Bonds of Conveyance conditioned for the conveyance of their respective interests, as will appear by reference to the said conveyances and Bonds herewith filed, and marked Exhibits E.E.B. No 1.2.3 & 4 which with Your Orators other exhibits they pray may be taken and considered as part of this their Bill of Complaint.

That George Pierce, another child of the said Philip Pierce Senior, departed this life, intestate without issue, about the year Eighteen hundred and twenty one, whereupon his interest in the said land descended to his Brothers and Sisters.

That William Pierce, another child of the said Philip Pierce Senior, departed this life about the year Eighteen hundred and thirty, intestate, and leaving surviving him one daughter, named Margaret, who sold her interest in the said land to your Orator Ezekiel E. Bell. And Your Orators charge by way of supplement and amendment to their said Bill, that the said Margaret received from the said Ezekiel E. Bell a sum of money in full of her said interest in the said land, as will appear by her receipt herewith filed marked Exhibit E.E.B. No 5

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That the said Margaret in consideration thereof executed an assignment of all her interest in the said property, as will appear by reference to the same herewith filed marked Exhibit E.E.B. No. 6: that the said Margaret afterwards intermarried with a certain Enos Sippers of Anne Arundel County, and departed this life about the year Eighteen hundred and forty nine, intestate and without issue.

That Caroline Purce, another child of the said Philip Purce Senior, intermarried with your Orator William Disney, and departed this life about the year Eighteen hundred and twenty one, intestate, leaving her said husband surviving her, and the following children her sole heirs at law, to whom descended all her interest in the said property, viz: John Disney, who died about the year Eighteen hundred and thirty six, leaving Your Orator Julia Anne Disney surviving him, his Widow and Your Orator William Disney son of John and Eliza Anne Disney his only heirs at law; Philip Disney, William Disney, Priscilla Disney the Wife of Enos Shipley, Your Orator, and Mary Anne Disney. And Your Orator further charge by way of amendment and supplement, that Your Orator William Disney the son of John and Eliza Anne Disney, who were minors at the filing of the said Bill have since become of full age, and that Mary Anne Disney, one of the children of the said Caroline Purce, hath departed this life since the filing of the said Bill, about the year Eighteen hundred and forty seven, intestate, unmarried and without issue, whereupon all her interest in the said Real Estate hath descended to and become the property of her surviving Sisters and Brothers, and of the said Children of her said Brother John deceased.

That Mary Purce, another child of the said Philip Purce Senior, intermarried with a certain William Randall and departed this life about the Year Eighteen hundred and twenty five, intestate, leaving surviving her four children her only heirs at law, viz: Thomas Randall, Richard Randall, Susan Hughe who intermarried with a certain William Hughe Your Orator, and Rachel Ingraham the wife of Your Orator William Ingraham: and that the said William Randall the husband of the said Mary, departed this life about the Year Eighteen hundred and thirty one,

That Sarah Purce, another child of the said

Philip Pierce Senior, departed this life about the year Eighteen hundred and Eighteen, intestate and never having been married and without issue, whereby all her interest in the said parcels of land descended to and became the property of her other Brothers and Sisters then living, and the heirs of such of them as were dead.

That Rachel Pierce, another child of the said Philip Pierce, intermarried with a certain Rezin Boyer, and departed this life about the year Eighteen hundred and thirty five, intestate, and leaving surviving her the said Rezin Boyer Your Orator her Husband, and the following four children her only heirs at law, viz: William Boyer, Larkin Boyer, Susan Anne Boyer, and Sarah Anne Boyer, Your Orators, And Your Orators charge by way of amendment and supplement to their said Bill, that since the filing thereof the said William, Sarah and Susan, who were therein charged to be minors, have become of full age.

That Serinda, the daughter of Philip Pierce Senior, who was another son of the said Philip Pierce Senior, intermarried with Your Orator Benjamin Clarke, and departed this life, intestate, leaving surviving her, her said Husband and Your Orator Wesley Clarke, who was charged to be a minor, But Your Orators charge by way of amendment and supplement that since the filing of the said Bill, the said Wesley Clarke hath become of age, and hath sold all his interest in the said property unto Your Orator Richard Jeffers for a valuable consideration.

That the said land was incapable of any advantageous partition among those interested therein and that it would be greatly for the interest and advantage of all parties having any claim thereto, that the same should be sold, and the proceeds distributed in due proportions among those interested therein and that the said Complainants were without remedy in the premises without the aid and interposition of this Honorable Court.

And Your Orators having set forth herein the said matters amendatory and supplemental to the said Bill of Complaint, and being remediless in the premises without the aid and interposition of Your Honor, to the end that the said property may be sold under the

Decree of Your Honor, and that the said Francis L. Pierce Elizabeth Pierce, Frederick E. Deems, and Anne Deems his wife, may answer the premises and that Your Orators may have such other and further relief as their cause and Equity may require & pray Your Honor, to grant unto Your Orators the States Writ of Subpoena, against the said Francis L. Pierce, Elizabeth Pierce, and Frederick E. Deems & Anne his wife. of Baltimore County, Commanding them to be and appear in this Court by a certain day, to be therein named, to answer the premises as set forth in the original and supplemental Bills of Your Orators and to hear, perform, and abide by such Decree as may be passed therein, and as in duty &c.

A. Randall,

A. B. Hagner

For the Complainants.

Memorandum The Exhibits E.E.B. No. 1.2.3.4.5. & 6 referred to in the amended & Supplemental Bill will be found Recorded with the Commission for testimony filed 14 April 1858.

Afterwards to wit on the 14th day of August 1857 Subpoenas was issued out of the Circuit Court for Anne Arundel County against Frederick E. Deems & Anne his wife,

Afterwards to wit on the 15th day of Sept 1857 there was filed in said Cause the following suggestion of death by Complts Solicitor.

Pierce et al vs Pierce et al	Circuit Court for Anne Arundel County, In Equity.

Mr Green, Enter on the Docket the death of Francis L. Pierce & Elizabeth Pierce,

Randall & Hagner

for Complainants.

Afterwards to wit on the 6 day of Decr there was filed in said Cause the following Suggestion of death by Complts Sol.

Pierce et al vs Pierce et al	In Equity

Mr Green, Enter Suggestion of the death of Frederick E. Deems & Anne his wife & issue

a Summons for Jacob C. Deems & Francis Deems of Balt City.

Randall & Wagner
for Complt.

And thereupon on the 6th day of Decr. 1855 a Subpoena was issued against Jacob C. Deems & Francis Deems.

Afterwards to wit on the 19th July 1856 Francis and Jacob C. Deems file in said cause their Joint & Several answers in the words following to wit.

To The Honorable Nicholas Brewer, Judge of the Circuit Court for Anne Arundel County. Sitting in Equity.

The joint and Several answers of Francis Deems and Jacob C. Deems of the City of Baltimore to the original & amended & supplemental Bills of Complaint of Anne Price and others against these Defendants and others in this Court Exhibited.

These Defendants, for answer unto so much of the said Bills as they are advised it is material they should answer unto, answering say.

That they have heard that their Mother & Father, who were named Anne Deems & Frederick C. Deems, had formerly some sort of claim or interest in the lands mentioned in these proceedings, but they know nothing certainly upon the subject, They state that their said Father and Mother are long since dead, and these Defendants have since become of age, and are the only children of their said parents. They pray the Court to allow them to appear in this Court as Defendants to the said Bill & pray Your Honor to protect their interest in the premises, and as in duty &c

Francis Deems
Jacob C. Deems

Afterwards to wit on the 29th day of July 1851, Boalding and wife & Allen Owen Disney and wife file in said Cause their Petition in the words following to wit.

To the Honorable Nicholas Brewer, Circuit Judge. In Equity.

The Petition of Mary Boalding and Robert Boalding, of Baltimore City and of Sarah Anne Disney

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and Owen Allen Disney, of Anne Arundel County, respectfully represent to your Honor,

That since the filing of the Bills in this Cause, Your Petitioner Mary, (then Mary Pierce) has intermarried with Your Petitioner Robert Boalding, and Your Petitioner Sarah Anne, (then Sarah Anne Bayer) has intermarried with Owen Allen Disney. They therefore pray that they the said Robert Boalding and Owen Allen Disney may be admitted to prosecute this suit as Complainants, with Your Petitioners Mary and Sarah Anne, and for further relief, and as in duty &c.

Randall & Hagner
for Petit.s.

And on the same day the Judge passed upon said Petition the following order

In Equity, Circuit Court for Anne Arundel County, January Term 1856.

On the forgoing Petition it is ordered, that the said Robert Boalding and Owen Allen Disney, be and they are hereby admitted to prosecute the said suit, with their respective wives,

Nich.s Brewer
Circuit Judge
Feby 28th 1856

Afterwards to wit on the same day to wit the 28th day of Feby 1856 Came the Complainants aforesaid by their Solicitor aforesaid and caused to be entered on the Docket of the Court a General Replication to the answers of the Defendants filed in said Cause.

And at the same time a Commission was issued to the Standing Commissioner to take testimony in said Cause.

And on the same day the Complainants aforesaid filed in said Cause the following Petition

Anne Pierce and others vs Francis Deems and others	Circuit Court for Anne Arundel County, In Equity

To the Honorable Nicholas Brewer, Judge of the Circuit Court for Anne Arundel County, Sitting in Equity.

The Petition of Enos Shipley, Anne Pierce, and others, the Complainants in this case respectfully represent.

That they are anxious to examine Henri Boyer of Anne Arundel County, a complainant in this Cause, before the Commission to take testimony, but learn that they cannot do so without the leave of Your Honor first had and obtained.

They therefore pray Your Honor to pass an order for that purpose, And as in duty. &c.

Randall & Wagner
for Complts.

Upon which said Petition the Judge on the same day passed the following order.

In Equity, Circuit Court for Anne Arundel County. January Term 1856. 28th Feby 1856

On the foregoing Petition it is ordered, that the Complainants have leave to examine the Complainant Henri Boyer subject to all just exceptions.

Nichs Brewer
Circuit Judge

Afterwards to wit on the 19th day of July 1856 The Hon Nichs Brewer Judge filed in said Cause the following Certificate.

July Term 1856

I hereby certify that I am unable from sickness to sit & determine the above cause and therefore decline to do so

Nichs Brewer
Circuit Judge
July 19th 1856

Whereupon the Solicitors for the Complainants and Defendants filed in said Cause an agreement for the appointment of a Special Judge in Consequence of the sickness of Judge Brewer which said agreement and qualification is in the form following to wit.

Bell and others vs Pierce, Deems and others.	In Equity Circuit Court for Anne Arundel County.

In the above cause it is agreed that the same be referred to Thomas Donaldson Esq, a Special Judge, in consequence of the sickness of Judge Brewer

Randall & Wagner
for Complts.
John C. King
atty for Deft.

Bell and others vs Pierce, Dennis and others	Circuit Court for Anne Arundel County. In Equity.

I, Thomas Donaldson do swear that I will try the case between the above parties without partiality or prejudice to the best of my ability.

Sworn to before me
19th July 1856 — N. H. Green Clerk

Afterwards to wit on the 24th day of November 1856 Richard N. Bell and others by their mother and next friend Elizabeth Bell by Randall and Wagner their Solicitors file in said cause the following Petition as follows.

To Thomas Donaldson Esq: Acting Judge of the Circuit Court for Anne Arundel County, In Equity, in the case of Pierce et al vs Dennis et al.

The Petition of Richard N. Bell, Henry Clay Bell, Mary C. Bell & John Thomas Bell, infants by their mother and next friend Elizabeth Bell of Anne Arundel County, respectfully represent unto Your Honor

That heretofore about the twenty second day of January eighteen hundred and fifty three, certain Anne Pierce & others, with a certain Ezekiel E. Bell, of said County, filed in this Court their amended and supplemental Bill of Complaint against Francis L. Pierce & others, upon which sundry proceedings were had, as will appear by reference to the same now remaining in this Court.

They charge that the said Ezekiel E. Bell is since dead, intestate, leaving surviving him Your Petitioners, Richard, Henry, Mary, & John Thomas and Ezekiel E. Bell, jr his only heirs at law, and Elizabeth Bell his widow, that the said Ezekiel E. Bell, jr, hath since died, an infant of very tender years, leaving Your Petitioners his infant brother and sister, his only heirs at law,

They are advised that the said suit has not abated by reason of the death of the said Ezekiel their father, but that under the provisions of the Act of Assembly in such case made and provided, Your Honor is empowered upon the suggestion of his death, to pass an order making your Petitioners as his representatives parties Complainants on such terms, and in such manner as Your Honor may deem proper and advisable, for the purposes of justice and to avoid unnecessary delay

They therefore pray Your Honor to pass such an order as may be right in the premises, and as in duty &c.

Randall & Wagner
for the Petitioners

Afterwards to wit on the 28th day of Nov 1856 the Judge passed upon said Petition the following order

It is hereby ordered, on this 28th day of November 1856. on the foregoing petition that the said Richard N. Bell, Henry C. Bell, Mary C. Bell and John Thomas Bell by their next friend Elizabeth Bell &c and they are hereby made parties Complainant to the bill in this case in the place of Ezekiel E. Bell deceased.

Th Donaldson
Special Judge

Afterwards to wit on the 28th February 1857 the Hon Nich Brewer filed in said Cause the following note,

Anne Purce, Susan Purce et al vs Purce, Francis L. Purce et al	To N. H. Green Clk Circuit Court A. Arundel County

Sir I declined to sit in the above Case on account of sickness. I am now in sufficiently good health to sit in such if not acted upon finally and to transact any business connected with them, which you will please enter on the Docket.

Nicholas Brewer
Circuit Judge
Feby 28th 1857

Afterwards to wit on the 14th day of April

1858 Nich^s Brewer of John one of the Standing Commissioners made Return of the Commission with the proceeding under the same in the words following to wit.

Maryland, SC,

The State of Maryland to Eric, J. B. Worthington and Nicholas Brewer of John of Anne Arundel County, Greeting: Know, That we have appointed you to be our Commissioner, to examine evidence in a cause depending in our Circuit Court for Anne Arundel County, Sitting as a Court of Equity, between Anne Price et al, Complainants, and Jacob C. Loms et al Defendants. We therefore require you, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this commission, that at such time and place as to you shall seem convenient, you cause to come before you all such evidences as shall be named and produced to you by either the plaintiffs or defendants; and that you examine them on their corporeal oaths, to be by you administered upon the Holy Evangelists of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid: and that you cause notice to be given to the parties, or their attorneys, of the execution of this Commission, before you execute the same, and having reduced the depositions of the witnesses so taken by you, into writing, you send the same with this our Commission, close under your hand and seal, to us in our Circuit Court for Anne Arundel County, sitting as a Court of Equity, with all convenient speed.

Seal

Witness the Honorable Nicholas Brewer, Circuit Judge of the Circuit Court for Anne Arundel County, this 28th day of February, Anno Domini, 1858

N. H. Green Clk

Anne Price, Susan Price and others vs Jacob C. Loms and others	Circuit Court for Anne Arundel County In Equity

Interrogatories to be propounded to Witnesses to be produced on behalf of the Complainants

1st. Do you know the parties to this suit, or either of them? If you, state the names and residences of such of them as you know, and whether any of them, and which are minors.

2nd. Did you know Philip Pierce Senior, who died about the Year Eighteen hundred and Sixteen? If you state whether he died intestate or left a will, and whether he left a Widow and Children surviving him; If you, state their names,

3rd. Did the said Philip Pierce Senior have any Real Estate at the time of his death? If you, describe the same by the names it bore, state its situation, extent & value at this time.

4th. Did you know Abraham Pierce, the son of Philip Pierce Senior? If you, state whether he is alive or dead; Whether he died intestate or left a will, Whether he left a Widow or Children surviving him, and if you, state their names, age, and residences, and whether any of the said Children of Abraham Pierce are since deceased, and if you state Whether they left any Children or Widows or husbands surviving them, and their names, and whether they died intestate;

5th. Did you know John Pierce, the Son of Philip Pierce, Senior? If you, state Whether he is alive, or dead? If dead state whether he died intestate or left a will; state when he died? and whether he left a Widow or Children surviving him, and state their names, and state all you know in reference to the children of the said John, and particularly whether such children or either of them are since dead, and left children or Widows or husbands surviving and their names.

6th. Did you know George Pierce, the son of Philip Pierce Senior? If you, state whether he is alive or dead? If dead, state when he died, whether he died intestate or left a will, and whether he left surviving him a Widow or Children.

7th. Did you know William Pierce, the son of Philip Pierce Senior; If you, state whether he is alive or dead? If dead, state when he died, whether he died intestate or left a will; Whether he left any Widow or children surviving him, and their names, State also whether

such children are alive or dead, and whether they were ever married, and left any widow, or husband or children, surviving them, and their names, and whether they died intestate or left a will,

8th Did you know Caroline, the daughter of Philip Pierce Senior? If yea, state whether she is alive or dead? If dead, state when she died, and whether she left any husband or children surviving her? and whether she died intestate or left a will; and what were the names of her children? and whether her husband and children are now living; and if not, state when they died, and whether her children left any descendants, or husbands, or widows, and their names.

9th Did you know Mary, the daughter of the said Philip Pierce Senior? If yea, state whether she is alive or dead? If dead, state when she died, and whether she died intestate or left a will, and whether she left a husband or children surviving her, and state their names and whether they are now alive or dead and whether any of the female children of the said Mary have married, and if yea, state the names of their husbands.

10th Did you know Sarah Pierce, the daughter of Philip Pierce Senior? If yea, state whether she is alive or dead? and if dead, state when she died, and whether she was ever married, or left any children, or a husband surviving her, and whether she died intestate or left a will,

11th Did you know Rachel, the daughter of Philip Pierce Senior? If yea, state whether she is alive or dead? If dead, state when she died, and whether she died intestate or left a will, and whether she left any children or a husband surviving her; and state their names and ages, and whether any of such children are married and to whom?

12th Did you know Philip Pierce, son of Philip Pierce Senior? If yea, state when he died, if he be dead, and whether he left any children surviving him and their names? and whether such child or children be now living or dead; and whether such child was ever married, and to whom; and whether such child left any children surviving him or her, and the name of such descendant,

and whether they be alive or dead;

13th. Do you know the parcels of land mentioned in the proceedings in this cause, called parts of "Hammonds Contrivance" "Hunters third Choice." "September the fourteenth Seventeen hundred and thirty nine, I was born, John Hammond son of John" "Youngs Chance" "Indian Glade" containing about one hundred acres. If Yea, State whether, in your opinion the said parcels of land are susceptible of advantageous partition among those entitled thereto, or whether it would be better for their interest and advantage that the same should be sold, and the proceeds divided, and state the reasons for your Opinion

14th. Are you acquainted with the handwriting of Frederick C. Deems, Francis L. Pierce, Jacob Deems, Reed T. Mohler, Sarah Shipley, Mary Harman, David H. Pierce, John Y. Worthington, James Menchume, Daniel Lambone, or John Wesley Clarke, or have you ever seen them or either of them write. If Yea, look at the papers, now shown you marked, "Exhibits C. C. B. Nos 1, 2, 3 4. 5. 6 & 9 and R. T. and state whether the signatures to the said papers respectively are in the handwriting of the said parties purporting to have signed them

Randall & Wagner
for Complt.

At the execution of this Commission issued out of the Circuit Court for Anne Arundel County, Sitting as a Court of Equity, directing the Commissioners therein named to examine evidences in a cause in said Court between Anne Pierce, Susan Pierce and others Complts and Jacob C. Deems and others defendants. I Pierce T. W. Worthington one of the Commissioners therein named in pursuance of notice previously given, did proceed on Thursday February the twenty eighth Eighteen hundred and fifty six at the Office of A. B. Wagner Esq in the City of Annapolis at 12 O'clock M. to take the following depositions

Larkin Shipley a Witness of lawful age produced by the Complainants being duly sworn and examined to interrogatories herewith returned, deposes and says

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To the first Interrogatory, that he knows all the parties, except Joshua Jones William Heighe, and William Singraham. He has never seen the defendants Francis Deems and Jacob Deems, but has heard of them, as children of Frederick and Anne Deems, whom he knew all, having at one time been near neighbours of his, Lartian Boyer lives in Baltimore County, Ezekiel Bell lives in Anne Arundel County, and the residences of the other parties are properly stated in the amended bill, read to witness. The defendants Deems live in Baltimore City as he understands, The parties are all believed by witness to be of full age.

To the Second Interrogatory, that he did know Philip Purce Senior. He thinks he died intestate, He left no Widow. He left Children, 1 Caroline who married William Dinsey. 2 Mary who married William Randall, 3 Abram. 4 Philip. 5 Sarah. 6 Rachel who married Hezin Boyer, 7 George, 8 William, 9 John.

To the Third Interrogatory. He left real Estate lying in Anne Arundel County, consisting of several tracts or parts of tracts, and comprizing in the whole one hundred and a half acres, The parts are called "Hammonds Contrivance" containing six acres, "Hunters Third Choice" containing fourteen acres, more or less, "September" thirty and a half acres, "Indian Glade" ten acres, and "Youngs Chance" thirty eight acres, These parts all adjoin except "Indian Glade" which is separated about three quarters of a mile. He thinks the land is worth about ten dollars per acre.

To the fourth Interrogatory, that he knew Abraham Purce son of Philip Purce Senr. He died about a few months after his father in the year eighteen hundred and sixteen. Which has understood that he left a will by which he left all his estate to his wife, Rachel Purce, who died a few years afterward, intestate, Abraham and Rachel Purce left surviving them four Children. (1) Anne who married Fredk Deems, and has since died leaving the two defendants her children, and another who was killed as deponent has understood while a child; by lightning. (2) John, who is also dead leaving his widow Anne surviving. He has heard, that there were other children, and

one of them named Francis. Deponent he has heard, that the children of Abraham and Rachel Pierce sold out all their interest in their grand-fathers Philip Pierces Estate to their uncle John Pierce,

To the Fifth Interrogatory, that he did know John, the Son of Philip Pierce, he died intestate about the Year Eighteen hundred and thirty four, or thirty seven, He left a widow surviving him, Anne Pierce, and several children. (1) Susan who left the neighbourhood, and afterwards married. He has just learned that she married one James Evans, (2) David Pierce the Complainant, and (3) George Pierce, (4) Eliza Anne Pierce, (5) Philip who has since died, (6) Mary who was living in Baltimore, when deponent last heard of her, (7) William who has since died, Neither Philip or William left any Children and died intestate. They were never married, Deponent has frequently heard that the children of Jno Pierce had sold their interest in their Grand-fathers Philip Pierces estate to Ezekiel Bell.

To the Sixth Interrogatory, that he did know George Pierce son of Philip Pierce Senior, He is dead, He left no wife or children, and died in his Youth about thirty five years ago, intestate, never having married.

To the Seventh Interrogatory, that he did know William Pierce Son of Philip Pierce Senior, He died about the year Eighteen hundred and thirty, as he conjectures, He knows he has been dead some twenty or thirty years, He left no will, He does not know whether he left a widow. He left one child named Margaret who married Enos Jeffries, and has since died leaving no child, If his widow survived him, she is since deceased.

To the Eighth Interrogatory, that he did know Caroline who married William Disney, She died many years ago, intestate, leaving her husband surviving her, William Disney has died within a year or two, The Children of Caroline and William Disney, were, (1) John who died some twenty years ago, leaving two children, John, William, and Eliza Anne, John left a widow named Julianna. (2) Priscilla, the wife of Enos Shipley, both of whom are living, (3) Philip who is living, (4) William also alive, (5) Mary Anne, who is dead, intestate, unmarried and childless.

To the ninth Interrogatory, that he did know Mary who married William Randall. He thinks she is dead, Randall is also dead. Deponent never heard that Mary Randall left a will. They left children but deponent had no personal acquaintance with but two, Thomas and Richard who are living.

To the tenth Interrogatory, that he did know Sarah Price, She died some twenty years ago, intestate, so far as witness has any information on the subject.

To the Eleventh Interrogatory, That he did know Rachel, She died intestate many years ago, She married the Complainant Pezin Boyer, She left children (1) Larkin, (2) William, (3) Sally, who has married Owen Allen Dinny, (4) Susan Adine.

To the Twelfth Interrogatory, That he did know Philip Price, son of Philip Price Senior, He died before his father, leaving one child who was alive at the death of said Philip Price Senior, She married Benjamin Clarke and has since died leaving one child Wesley Clarke.

To the Thirteenth Interrogatory, that he does know the land referred to in this Interrogatory, He does not think that it can be divided advantageously, and for that reason, that it be to the interest and benefit of the parties that it be sold and the proceeds divided.

To the Fourteenth Interrogatory, That he knows the handwriting of John G. Worthington, James Marbom and Daniel Lamborn. He has looked at the papers shown him marked Exhibits E.E.B. No. 2 and 3, and the signatures thereto he recognizes as the hand-writing of said John G. Worthington. The papers marked Exhibits E.E.B No. 4. E.E.B No. 6 and B. S. are signed by James Marbom, and the papers marked E.E.B. No. 5 are signed by the said Daniel Lamborn.

Pezin Boyer, one of the Complainants examined by order of the Circuit Judge passed on the 28th Feby, being duly sworn answered the said Interrogatories as follows.

To the First Interrogatory, That he knows all the parties, except Jones and Ingraham, and has always heard that they the said Jones and Ingraham had

married as charged in the Bill. He has seen the Defendants Deems when they were children, but he has not seen them since, He understands them to be the children of Fred'k and Anne Deems. Lorkin Boyer lives in Baltimore County, Bell lives in Anne Arundel County, and the residences of the other parties are correctly stated in the Bill which has been read to Witness. He understands that the defendants Deems live in Baltimore City. The parties are all of full age.

To the Second Interrogatory. That he did know the said Philip Pierce Senr, he left a will which was attested by but one witness. He left no widow surviving him. He left the following Children, (1) Caroline who married William Disney, (2) Mary who married William Randall, (3) Abraham, (4) Philip, (5) Sarah, (6) Rachel, who married Elijah Boyer, (7) George, (8) William, (9) John.

To the Third Interrogatory, That he left real Estate lying in Anne Arundel County consisting of several tracts viz; "Hammonds Contrivance containing six acres, "Hunters Third Chance containing fourteen acres September thirty and a half acres, Indian Glade ten acres, Youngs Chance thirty eight acres, The parts all join, except Indian Glade, which is separated from the others about three quarters of a mile, He estimates the value of these lands to be about ten dollars per acre, There are no buildings on these lands. On September there is an old Orchard.

To the Fourth Interrogatory, That he knew Abraham Pierce son of Philip Pierce, Senior, He died a few months after his father in the Year Eighteen hundred and Sixteen, Deponent knows he left a will, having been one of the attesting witnesses, by which he left all his property to his wife, His widow Rachel Pierce, died a few years afterwards, intestate, Abraham and Rachel Pierce left four Children Anne who married Frederick Deems, She is dead, Witness has not heard of Fred'k Deems for many years, and supposes that he is dead. The Defendants, Deems, are their Children, and another who was killed as deponent has heard when a child by lightning. (2) John who is also dead having sold his interest in his Grand-fathers estate to his uncle John. He left a child still living named Isaac,

His widow Anne is still living. (3) He knew another named Francis, he understands that he is dead, not having been heard of by writer for a long time, he has also understood that Francis joined in the assignment of his interest to his Uncle John, in his Grand-fathers estate. (4) Elizabeth, who deponent has heard married, and then died without children, he understands that she also assigned her interest in her Grand-fathers estate to her Uncle John.

To The Fifth Interrogatory, that he did know John Pierce, son of Philip Pierce Senior, He died intestate some-where about Eighteen hundred and thirty seven, leaving a widow Anne Pierce, and several Children to wit. (1) Susan who married James Evans, (2) Eliza Anne who married Joshua Jones, (3) Mary who married — Boulden in Baltimore City. (4) David Pierce, and (5) George Pierce, (6) Philip who is dead, (7) William also dead, Philip and William, died intestate, childless, and never having married, Deponent never heard that Mary sold her interest in her Grand-fathers estate,

To The Sixth Interrogatory, that he did know George Pierce, son of Philip Pierce Senior, He died about thirty five years ago, intestate, never having married,

To The Seventh Interrogatory, that he knew William Pierce, son of Philip Pierce Senior. He died about the Year Eighteen hundred and thirty, He knows he has been dead some twenty or thirty years, he left no will, he left a widow surviving him, who was the sister of Ezekiel Bell, she died a few months after her husband, He left one child, whose name was Margaret, who married Inos Jeffries and has since died, leaving no child.

To The Eighth Interrogatory, that he did know Caroline who married William Disney, She died many Years ago, intestate, leaving her husband surviving her, William Disney died a year or two ago. The Children of Caroline and William Disney were, (1) John who died some twenty years ago, leaving two Children John William and Eliza Anne, John left a widow named Julianna, (2) Priscilla wife of Inos Shipley, both of whom are living, (3) Philip also living, (4) William, also living, (5) Mary Anne who died intestate, unmarried, and Childless.

To The Ninth Interrogatory, that he did

know Mary who married William Randall. Both she and her husband are dead, She died some twenty five or thirty years ago. She left the following children viz: Thomas H. Randall Susan who married William Hughe, Richard; and Rachel who married — Ingraham.

To the Tenth Interrogatory, that he knew Sarah Pierce, She is dead, and died some thirty years ago, intestate.

To the Eleventh Interrogatory, that Rachel married the deponent, and died intestate many years ago, leaving the following children, (1.) Lorkin Boyer. (2) William (3.) Sally Anne the wife of Owen Allen Disney, (4) Susan Anne,

To the Twelfth Interrogatory, That he did know Philip Pierce, Son of Philip Pierce Senior, He died before his father leaving one child who was alive at the death of said Philip Pierce Senior, She married Benjamin Clarke and has since died leaving one Child Wesley Clarke.

To the Thirteenth Interrogatory, That he does know the land referred to in this Interrogatory, He does not think it capable of an advantageous partition, and should be for that reason sold, and the proceeds divided.

The Fourteenth Interrogatory waived.

Tuesday May the 5th 1857

The Commission met at 12 Oclock M. at the office of A. Randall Esq in the City of Annapolis and J. M. Brewer of Jno one of the Commissioners therein named did proceed to take the following depositions to wit.

Julia Ann Disney a witness of lawful age produced on the part of the Complainants — being duly sworn and examined to interrogatories herewith returned deposes and says to the

1st That deponent is the widow of John Disney, the son of William, She knew many of the parties but not all of them

Waived to the fourteenth. Interrogatory.

14th Int. Deponent has looked at the paper marked E. E. No. 1 filed the 22nd of Sept. 1853 and says that Francis L. Pierce signed that paper in

her presence and in the presence of her mother Mary Harman who signed her name as a witness to that paper in the presence of deponent to the signature of the said Francis L. Price.

Decr 28th 1857. The Commission met pursuant to adjournment.

Owen Disney a witness of lawful age on the part of the Complainants being duly sworn and examined to the interrogatories herewith returned deposes and says.

Waived to the fourteenth Interrogatory, 14th. Deponent has looked at the paper marked E.E.B. No 9. and says that he is not acquainted with the signature of William Price or Ann Price, to said deed, but that deponent is well acquainted with the handwriting of James Newburn and John Spears in whose presence the said deed purports to have been signed by the said William Price and Ann Price, and knows the signature to said paper to be the genuine signature of James Newburn and the signature of John Spears the genuine signature of the said John Spears.

There being no other witnesses to be examined and neither party desiring further time for the production of evidence, the Commissioner closed the said Commission and herewith returns the same under his hand and seal this fourteenth day of April Eighteen hundred and fifty eight

N. Brewer (Seal)
Comm.r

Exhibit E.E.B. No 1

Know all men by these presents that we Ann Deems, John Price Junr and Elizabeth Price grand-children of Philip Price late of Anne Arundel County State of Maryland deceased and Frederick E. Deems husband to the above named Ann Deems and Ann Price wife to the above named John Price Junior, for and in consideration of the sum of Twenty four dollars and fifty cents the receipt whereof we do hereby acknowledge for ourselves severally and individually and for our heirs and assigns forever do grant bargain and sell unto our Uncle John

Pierce and to his heirs and assigns forever, all our several and individual right, titles, claims and interests, both in law and Equity in and to our late Grand-fathers Philip Pierce above named real estate —— In Witness whereof we have hereunto set our hands and affixed our seals this Fifth day of June 1833

Signed Sealed and acknowledged
in presence of Jacob Seems

Witness. Jacob T Mohler
Sarah Shipley Witness to

Jacob Seems Witness
Mary Hearman Witness

Ann X her Seems (Seal)
Frederick his mark Seems (Seal)
John X his Pence (Seal)
Ann X her mark Pence (Seal)
Elizabeth X her mark Pence (Seal)
Frances his mark Pence (Seal)

Exhibit E. E. B. No. 2.

State of Maryland, Howard District. To wit.

Know all men by these presents that I. David H. Pierce am held and firmly bound unto Ezekiel E. Bell, in the full and just sum of nineteen Dollars, current money, to be paid to the said Ezekiel E. Bell, or to his certain attorney, executors, administrators or assigns, to which payment to be well and truly made and done, I bind myself my heirs executors, administrators firmly by these presents; sealed with my seal and dated this fifth day of August in the Year Eighteen hundred and forty eight.

Whereas the said David H. Pierce hath agreed to sell and convey to the said Ezekiel E. Bell a certain, share, portion or interest in the estate of his father John Pierce, being the full share portion or interest of said David H. Pierce in such portion of the Estate of said John Pierce as he has or shall derive from the real Estate of his Grand-father Philip Pierce, and the said Ezekiel E. Bell, in consideration thereof hath given and paid unto the said David H. Pierce, the sum of Nine dollars and fifty cents, current money, the receipt of which is hereby acknowledged. Now the condition of the above bond is such that if after and at the request of the said Ezekiel E. Bell the said David H. Pierce shall make or cause to be made and deliver to the said Ezekiel E. Bell, his heirs and assigns a good and

sufficient Deed of conveyance of the said premises and therein warrant and assure the same to him or them, free from all incumbrances, and shall also permit and suffer the said Ezekiel E. Bell, his heirs and assigns, peaceable and quietly to receive and take to his or their own use, the rents and profits of the said premises and every part thereof, until the conveyance and assurance shall be made and executed as aforesaid without any let, suit, molestation or disturbance of him the said David H. Pierce, his heirs, executors, and administrators, or any of them, or if any other person or persons by his or their or any of their means, rights, title or procurement, then this obligation to be void otherwise to remain in full force and virtue.

Signed, Sealed, and delivered
in presence of
Jno. Y. Worthington J. P.

David H. Pierce (Seal)

Received to be recorded on the 4th day of December, 1848, & the same day recorded in Liber J.H.W. No 3 folio 533 & 534 one of the Land Record Books of Anne Arundel County.

Jas H. Nicholson Clk.

Filed 22nd of January 1853.

Exhibit E.E.B. No 3.

Know all men by these presents, that I, David H. Pierce, Attorney for James Evans & Susan his wife, George Pierce & Mary his wife, and Joshua D. Jones & Eliza D his wife, are held and firmly bound unto Ezekiel E. Bell in the full and just sum of fifty seven dollars and twelve cents, current money, to be paid to the above Ezekiel E. Bell, or to his certain Attorney, his executors, administrators or assigns to which, payment well and truly to be made and done I bind myself, my heirs, executors, administrators, firmly by these presents, sealed with my seal this, and dated this twenty second day of Feby in the Year one thousand Eight hundred and forty nine.

Whereas the said David H. Pierce, Attorney hath agreed to sell and convey to the said Ezekiel E. Bell a certain tract of land lying in Anne Arundel County.

being the portions of George Pierce, Susan Evans and Eliza D. Jones in the real estate of their Grand-father Philip Pierce as inherited through their father John Pierce by virtue of a power of atty vested in him. and the said Ezekiel E. Bell in consideration thereof hath given to the said David H. Pierce the sum of twenty-eight dollars and fifty six cents.

Now the Condition of this obligation is such that if the said David H. Pierce shall warrant and assure to the said Ezekiel E. Bell the above portions of said Estate free of all incumbrances, and shall also permit the said Ezekiel E. Bell his heirs and assigns peacably and quietly to receive and take to his and their own use, the rents and profits of said premises and of every part thereof until a good and sufficient deed shall be obtained therefor without any molestation, let, suit, disturbance, or denial of him the said David H. Pierce, his heirs, executors and administrators or any of them, or if any other person or persons by his or their, or any of them means, rights title or procurement, then this obligation to be void, otherwise to be and remain in full force and virtue in law

Signed, Sealed and delivered
in presence of
Jno. Y. Worthington

David H. Pierce (Seal)

Received to be recorded 13th day of November 1849 & the same day recorded in Liber J.D.N. No 4 folios 357 & 358 one of the Land Record Books of Anne Arundel County.

Examined by
Jas. H. Nicholson Clk

Filed 22nd day of Jany 1853.
Exhibit E. E. B. No 4

State of Maryland, Anne Arundel County. To wit.

Know all men by these presents that I John Pierce am held and firmly bound unto Ezekiel E. Bell in the full and just sum of forty dollars current money to be paid to the said Ezekiel E. Bell or to his certain attorney executor administrator or assigns to which payment to be well and truly made and done, I bind myself my heirs executors and administrators firmly by these presents sealed with my

seal and dated this 24th day of May 1852.

Whereas the said Ann Pierce hath agreed to sell and convey to the said Ezekiel E. Bell, certain share or Interest in the Estate of John Pierce, that is to say the third or the Interest she inherits in right of John Pierce her husband and also the Interest she has by the death of her son Philip Pierce in and to the Estate of his Grand-father Philip Pierce, and the said Ezekiel E. Bell in Consideration thereof hath given and paid unto the said Ann Pierce the sum of Twenty nine dollars and fifty cents current money the receipt of which is hereby acknowledged, now the Condition of the above bond is such that if after and at the request of the said Ezekiel E. Bell the said Ann Pierce shall make or cause to be made and delivered to the said Ezekiel E. Bell his heirs or assigns a good and sufficient deed of conveyance of the said premises and therein warrant and assure the same to him or them free from all incumbrances and shall also permit and suffer the said Ezekiel E. Bell his heirs and assigns peaceably and quietly to receive and take to his and their own use the rents and profits of the said premises and every part thereof until the conveyances and assurances shall be made and executed as aforesaid without any let, suit, molestation or disturbance of her the said Ann Pierce her heirs executors and administrators or any of them or of any other person or persons by them or their or any of their means, rights, titles or procurements then this obligation to be void otherwise to remain in full force and virtue in law.

Signed, Sealed and delivered in presence of James Newburn J. P.

Ann her × mark Pierce (Seal)

Received the 1st June 1853 to be recorded same day recorded in Liber N. H. G. No 1 folio 306 &c one of the Land Record Books of Anne Arundel County and

Examined by

N. H. Green Clk.

Filed 22nd Nov 1853.

Exhibit E. E. B No 5.

I hereby certify that Ezekiel E. Bell

has paid me fifty Dollars in full for satisfaction for my share or proportion of my Grand-father Philip Pearce late of Anne Arundel County (deceased) real Estate. Witness my hand & seal this 8th day of July 1847.

Test

D. Sambourne.

Margaret her mark × Pearce (Seal)

On this 8th day of July 1847 before the subscriber a Justice of the peace of the State of Maryland in and for Howard District personally appeared Margaret Pearce and did acknowledge the above to be her act & deed,

Daniel Sambourn.

Filed 22nd Jany 1853.

Exhibit E. E. B. No. 6

Know all men by these presents that I Margaret Pearce of Baltimore City, State of Maryland for and in Consideration of the sum of fifty dollars current to me in hand paid by Ezekiel E. Bell of Anne Arundel County of the State aforesaid the receipt whereof I hereby acknowledge do hereby relinquish all right title and interest to my share or portion of my Grandfathers (Philip Pearce late of Anne Arundel County) real Estate, in witness of the same I hereby affix my hand & seal this 26th day of November 1845;

Signed, Sealed and delivered in the presence of

James Mewburn

Margaret her mark × Pearce (Seal)

Filed 22nd Jany 1853.

Exhibit E. E. B. No. 7

Know all men by these presents, that We James Evans and Susan Evans, George Pearce and Elay Pearce for divers good causes and considerations, us thereunto moving, have made ordained, authorized, nominated, constituted and appointed and by these presents do make, ordain, authorize, nominate, constitute and appoint, David C. Pearce of Baltimore City and State of Maryland, our true and lawful attorney for us and in our name and for our own proper use and benefit and on our behalf to sell and transfer unto

any person or persons whatsoever and for such price as our said attorney may think fit all, and each of our Interests in and to any land or lands with the appurtenances lying in Anne Arundel County and State aforesaid, belonging to the Estate of Philip Pearce deceased of whom we are true and lawful heirs and also for us and in our name to make and pass all necessary acts of assignment. And to receive and give acquittances for the consideration money arising from the sale thereof - And in our name to make, seal and deliver and to do all other lawful acts and things, whatsoever, concerning the premises, as fully in every respect as we ourselves might or could, now we personally present, at the doing thereof, and attorney, one or more under him, for the purposes aforesaid, to make and again at his pleasure to revoke ratifying and confirming, and by these presents allowing whatsoever our said attorney shall in our name lawfully do, or cause to be done, in and about the premises, by virtue of these presents.

In Witness whereof we have hereunto affixed our hands and seals this seventh day of February in the Year of our Lord Eighteen hundred and forty nine.

James Evans (Seal)
Susan her X mark Evans (Seal)
George his X mark Pearce (Seal)
Elsey her X mark Pearce (Seal)

State of Maryland, Baltimore County, Set

On this Seventh day of February in the Year of our Lord Eighteen hundred and forty nine before me the Subscriber one of the Justices of the peace of the State of Maryland in and for Baltimore County personally appeared James Evans, and Susan Evans, George Pearce and Elsy Pearce they being known to me to be the persons professing to be one of the parties to the aforegoing Power of attorney or instrument of writing and severally acknowledged the same to be their act and deed according to the true intent and meaning, thereof, In testimony whereof I have hereunto set my hand the day and Year aforesaid.

James C. Perry (Seal)

State of Maryland,
Baltimore County. Set,

I hereby certify, That James C. Perry, Esq. before whom the annexed acknowledgment was made and who has thereto subscribed his name was at the time of so doing a Justice of the Peace of the State of Maryland, in and for the County of Baltimore, duly commissioned and sworn

Seal

In Testimony whereof, I hereto set my hand and affix the seal of Baltimore County Court, this 22nd day of February. A. D. 1849.

A. W. Bradford
Clerk Baltimore County Court.

Filed May 5th 1869
N. Brewer Jno
Commt.

Exhibit E. E. B. No. 8.

Know all men by these presents that I Maria A. D. Jones and Joshua D. Jones for divers good causes and considerations us thereunto moving have made ordained, authorized, nominated, constituted, and appointed and by these presents do make, ordain authorize, nominate, constitute, and appoint David H. Pearce of Baltimore City and State of Maryland our true and lawful attorney for us and in our name and for our purpose use and benefit and on our behalf to sell and transfer unto any person or persons whatsoever and for such price as our said Attorney may think fit all, and each of our Interests in and to any land or lands with the appurtenances, lying in Anne Arundel County and State aforesaid belonging the Estate of Philip Pearce Deceased of whom we are the true and lawful heirs, and also for us and in our names, to make and take all necessary acts of assignment and to receive and give acquittances for the consideration money arising from the sale thereof and in our names to make sale and delivery and to do all other lawful acts things whatsoever concerning the premises, as fully in every respect as we ourselves might or could were we personally present, at the doing thereof and attorney, one or more under him

for the purposes aforesaid to make and again at his pleasure to revoke vacating and confirming and by these Presents allowing whatsoever our said Attorney shall in our name lawfully do, or cause to be done in and about the premises by virtue of these Presents,

In testimony whereof we have hereunto affixed our hands and seals this 20th day of February in the Year of our Lord Eighteen hundred and forty one,

Jas Buchanan — Eliza A. D. Jones her mark (Seal)
Joshua D. Jones his mark (Seal)

State of Maryland, City of Baltimore To wit.

On this 20th day of February 1841 Before the Subscriber one of the Justice of the Peace of the State of Maryland in and for the City of Baltimore personally appeared Joshua D. Jones and Eliza A. D. Jones his wife, they being known to me to be the persons mentioned to be the parties to the aforegoing Power of Attorney or Instrument of Writing and severally acknowledging to the true Intent and meaning thereof. In testimony whereof I have hereunto set my hand the day and date aforesaid Written

Jas Buchanan.

Filed May 5th 1857

N Brewer Jno
Commr.

Exhibit R. J.

State of Maryland, Anne Arundel County. To wit.

Know all men by these presents that I John Wesley Clark am held and firmly bound unto Richard Jeffreys in the full and just sum of one hundred Dollars current money to be paid to the said Richard Jeffreys or to his certain attorney, Executors or administrators or assigns; to which payment to be well and truly made & done, I bind myself my heirs executors, administrators firmly by these presents sealed with my seal and dated this 10th day of October 1852.

Whereas the said John Wesley Clark hath agreed to sell and convey to the said Richard Jeffreys one full share or Interest in his Grand-fathers, Philip Barces Estate and the said Richard Jeffreys in consideration

thereof hath given and paid unto the said John Wesley Clark the sum of fifty dollars current money the receipt of which is hereby acknowledged. Now the condition of the above bond is such that if after and at the request of the said Richard Jeffreys the said John Wesley Clark shall make or cause to be made and deliver to the said Richard Jeffreys his heirs and assigns a good and sufficient Deed of Conveyance of the said premises and therein to warrant and assure the same to him or them free from all Incumbrances and shall also permit and suffer the said Richard Jeffreys his heirs or assigns peacably and quietly to take to his and their own use the rents and profits of the said premises and every part thereof until the conveyance and assurance shall be made and executed as aforesaid without any let, suit or molestation or disturbance of his the said John Wesley Clark his heirs executors and administrators or any of them or of any other person or persons by his or their or any other of their means, rights title or procurement, then this obligation to be void, otherwise to remain in full force and virtue in Law.

Signed, Sealed and delivered in the presence of James Iverson

John. W. Clark (Seal)

Received to be recorded the 3rd day of Novr. 1853 same day recorded in Liber N.H.C. No 1 folio 545 one of the Land Record Books of Anne Arundel County & Examined by

N. H. Green Clerk
Circuit Court for A.A. Coty.

Filed May 5th 1857.

N Brewer Jr Clk Comm.

Afterwards to wit on the 21st day of June 1858 the Judge passed in said Cause his Decree in the words following to wit.

Anne Price, William Disney Richard N. Bell et others
vs
Jacob Deems and others

Circuit Court for Anne Arundel County, In Equity April Term 1858

This case standing ready for hearing and being submitted upon the agreement of the parties, the bill, answers and all the other proceedings were by the Court read &

considered.

Whereupon it is, on this 21st day of June in the Year 1858 by Nicholas Brewer, Circuit Judge and by the authority of this court adjudged, ordered, and decreed, that the real estate in the proceedings mentioned be sold for Partition. That Alexander B. Hagner of Annapolis be, and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings be as follows: He shall first file with the Clerk of this court, a bond to the State of Maryland, executed by himself, with a surety or sureties to be approved by the Court, Judge or Clerk, and in the penalty of twenty five hundred dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any further order or decree in the premises; He shall then proceed to make the said sale, having at least ~~given~~ three weeks previous notice inserted in some newspaper or papers published in the City of Annapolis, and such other notice as he may think proper, of the time, place manner and terms of sale, which terms shall be as follows: One third of the purchase money to be paid in cash on the day of sale, or of the final ratification thereof by the Court, the residue in two equal instalments at twelve and Eighteen months from the day of sale, the whole to bear interest from the day of sale and to be secured by the bonds of the purchaser satisfactory to the Trustee, And as soon as may be convenient after any such sale or sales, the said trustee shall return to this court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by the Court, and on the payment of the whole purchase money, (and not before) the said trustee, by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property to him, her or them sold free, clear and discharged of all claim of the parties to this cause, and of any person or persons claiming by, from or under them, or any of them. And the said Trustee shall bring into this Court the money arising on such sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom

the costs of this suit, and such commission to the said Trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this trust. And all questions as to the right of the Defendants Francis L. Deems and Jacob C. Deems to participate in the proceeds of sale, and all questions as to the right to which they may be entitled in case they are admitted to participate therein, are hereby reserved for the further order of the Court.

Nicholas Brewer
Circuit Judge.

We respectfully request the Judge to pass this Decree at the April Term 1858.

A. B. Hagner for the Complts
Frank H. Stockett & John C. King
for Defts Francis Deems & Jacob C. Deems.

Afterwards to wit on the 3rd day of July 1858 the Trustee filed in said Cause his Bond duly Certified and approved as follows to wit.

Know all men by these presents, that we Alexander B. Hagner and Alexander Randall of the City of Annapolis, are held and firmly bound unto the State of Maryland, in the full and just sum of twenty four hundred dollars current money, to be paid to the said State of Maryland or its certain attorney, to which payment well & truly to be made and done, we bind ourselves, one and each from heirs executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty fifth day of June Eighteen hundred and fifty Eight.

Whereas by a decree of the Circuit Court for Anne Arundel County, Sitting in Equity, passed on the twenty first day of June instant, in a cause therein depending in which Anne Price and others are Complainants and Jacob C. Deems and others are Defendants, the said Alexander B. Hagner has been appointed Trustee to make sale of the Real Estate in the said cause mentioned.

Now the condition of the above obligation is such, that if the above bound Alexander B. Hagner do and shall, well and faithfully perform the trust reposed in him by the said Decree or that may be reposed upon him by any

future Decree or order in the premises, then these presents and every matter and thing in this obligation contained shall be void, otherwise to be of full force and virtue in law.

Signed Sealed and delivered in presence of H. Tillard Smith.

A. B. Hagner (Seal)
A. Randall (Seal)

I believe the surety to this bond is sufficient

Frank H. Stockett
Sol. Cir Court A.A. Cty.

Filed 3rd July 1858 & Approved

N. H. Green Clk

Afterwards to wit on the 19th July 1858. The Trustee filed in said cause his Report, in form following to wit.

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County, Sitting in Equity.

The Report of Alexander B. Hagner, Trustee under the Decree of Your Honor passed in the Cause of Price et al vs Dennis et al respectfully represents unto Your Honor.

That after filing a Bond and complying with the other requirements of the Decree, he proceeded to advertise the said property for sale, by advertisements inserted in "The Maryland Republican," and "Annapolis Gazette," two newspapers published in the City of Annapolis for more than three successive weeks before the day of sale, and in the "Baltimore Sun" a newspaper published in the City of Baltimore, and by handbills extensively circulated throughout the County giving notice of the place, time, manner and terms of sale, That in accordance with said notice, the Trustee attended on the premises on Saturday the 17th inst at 12 Oclock M. and then and there proceeded to offer for public sale the said parcels of land, The other parcels of land called "September" "Hunters 3rd Choice," "Youngs Chance," and Hammonds Contrivance", which lie contiguous, were first offered separately and then together, whereupon James Teal, being the highest bidder therefor, became the purchaser of the said four parcels of land at the rate of $16.03 per acre, being an advance upon the aggregate of the separate sales of the several parcels of land, That the said lands were estimated to contain 90½ acres, of which half an acre for a burial ground was purchased by Mazen Boyer, at the same rate

at which the 90 acres should be sold, making the purchase money for the land bought by Mezi Boyer $8.31, and that for the land bought by James Cecil $1496.70.

He then set up the 10 acres called "Indian Glade" and Richard Jeffreys being the highest bidder therefor became the purchaser thereof at the rate of $26 per acre, making the purchase money $260.

He further report that Richard Jeffreys paid to Your Trustee the whole amount of the purchase money of the land bought by him in cash being $260, which Your Trustee agreed to receive, and the said James Cecil paid him the sum of $997.80 in cash, in full of the 1st & 2nd payments upon his purchase, The Trustee thinking that he had already obtained the benefit of the credit offered by the advertisement thought it best to accept this cash payment and prays Your Honor to sanction his act in so doing.

He further reports that the sale, in his opinion were very advantageous

All which is respectfully submitted.

A. B. Wagner
Trustee.

Maryland. Anne Arundel County, Set

I hereby certify, that on this 19th day of July 1858, before the subscriber a Justice of the Peace in and for the State and County aforesaid, personally appeared Alexander B. Wagner and made oath that the statements contained in the foregoing Report are true as therein stated and that the sales therein reported were fairly made.

Sworn before Wm. Clowe.

Upon which said Report on the same day the following order nisi was passed

Price et al
vs.
Deems et al

Circuit Court for Anne Arundel County, In Equity July 19th 1858

Ordered that the sales made and reported by Alexander B. Wagner, Trustee in this case, be ratified & confirmed unless cause be shown to the contrary on or before the 19th day of September next, provided a copy of this order be published in some newspaper printed in the City of Annapolis once a week before the 19th day of August next.

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744

The Report states the amt of sales to be $1756.70.

N. H. Green Clk.

Afterwards to wit on the 19th July 1858 Alexander Randall and Alexander B. Wagner Esq. file in said their Petition in the words following to wit.

To the Honorable Nicholas Brewer, Judge of the Circuit Court for Anne Arundel County. Sitting in Equity.

The Petition of Alexander Randall & Alexander B. Wagner, respectfully represent unto Your Honor.

That for many Years they have been Engaged as Counsel in the prosecution of the Cause of Price, et al vs Deans et al, and they have finally obtained a Decree and sold the land for the sum of $1756.70

They state that the proceeds of sale are to be distributed among many parties, and among others to the Creditors of one of the parties in interest, and that many of the parties are infants. In view of all which Your Petitioners think that their Compensation for obtaining said Decree had better be deducted from the amt of sales, They submit that they are entitled to a fee for their services in the premises, and they pray Your Honor to pass an order, authorising the Auditor to allow them a certain sum in his account, as such fee, to be retained out of the proceeds of sale.

And as in duty &c

A. B. Wagner

A. Randall Solrs

Maryland. Anne Arundel County. Sct.

I hereby certify that on this 19th day of July 1858, before the Subscriber a Justice of the Peace in and for the State and County aforesaid, personally appeared, Alexander Randall and Alexander B. Wagner and made oath that the matters contained in the foregoing Petition are true as therein stated to the best of their knowledge and belief.

Sworn to before Wm. Gloyer

I certify that having examined the proceedings in this Cause, I think one hundred and fifty dollars a reasonable fee for the Solicitors Messrs Randall and Wagner Frank H Stockett. Sol. C.C.A.A. Cty 7th Aug 1858

Afterwards to wit on the 20th day of July 1858 Elizabeth Bell by Randall and Hagner her Solicitors file in said Cause a Petition accompanied with an affidavit of her age in the following words.

To The Honorable Nicholas Brewer
Judge of the Circuit Court
For Anne Arundel County
In Equity.

The Petition of Elizabeth Bell, Widow of Ezekiel E. Bell, dec.d respectfully represents unto Your Honor

That she is advised that she is entitled to dower in the parcels of land sold on the 17th inst, by A. B. Hagner Trustee in the case of Pierce et al vs Deems et al, in right of the interest therein which her said Husband the said Ezekiel, possessed, and she prays Your Honor to direct the Auditor to make her an assignment out of the proceeds proportionable to her rights as such widow. And she herewith files an affidavit of her age and state of health to be used by the Auditor in making such assignment. And as in duty &c.

Randall and Hagner
Sol.rs for Pet.r

Maryland. Anne Arundel County. Set

I hereby certify that on this 20th day of July 1858 before the subscriber a Justice of the Peace in and for the State and County aforesaid, personally appeared Benjamin. E. Gantt and made oath that Elizabeth Bell the Petitioner, and that in his opinion she was on the 17th inst between the ages of 35 & 36, and in good health.

Sworn to before Wm. Glover.

Afterward to wit on the same day to wit the 20th July 1858 Richard Green and other Creditors by Randall and Hagner their Solicitors files in said cause the following Petition.

To The Honorable Nicholas Brewer,
Judge of the Circuit Court for
Anne Arundel County. Sitting
In Equity

The Petition of Richard Green, John R. Magruder and Mary Meade, creditors of Ezekiel E. Bell dec.d

and of Elizabeth Bell, administratrix of the said Ezekiel, respectfully represents unto Your Honor.

That heretofore, on the twenty first day of June Eighteen hundred and fifty eight, Your Honor passed a Decree in the case of Pierce et al vs Deems et al, by which he directed the Real Estate in the proceedings mentioned to be sold for partition among those interested, and they are informed that the same has been sold for the sum of $1,750.70. They are informed that the said Ezekiel E. Bell was interested in the said property and that his interest will amount to a considerable part of the said proceeds

They charge that about the 23rd day of December 1853, Your Honor passed a Decree consolidating the case of Jurton and Lee vs Bell et al, and Bell et al vs McPherson et al, and directing the land therein mentioned to be sold, and further directing the residue of the purchase money in the case of Jurton et al vs Bell, after the payment of the Mortgage therein mentioned, with the residue of the purchase money in the case of Bell et al vs McPherson et al, after deducting the amt due to McPherson with Mrs Bells dower in both cases and the costs and charges &c, to be applied, in aid of the personal Estate of the said Ezekiel in payment of his debts, as will appear by reference to the said consolidated causes remaining in this court.

They charge that the personal Estate of the said Ezekiel, in connexion with the sums so arising from the said consolidated causes is altogether inadequate to the discharge of his debts, as will appear from the Statement of Claims and Auditors Report and Account remaining in the said Consolidated Causes; and Your Petitioners Richard, John and Mary are advised that they are entitled to have the money arising from the sales in the case of Pierce et al, vs Deems et al, which would be assigned to the heirs of the said Ezekiel, applied in aid of the other moneys aforesaid to discharge the said debts, and Your Petitioner Elizabeth assents to such assignment, They believe that the said Elizabeth, as Widow of the said Ezekiel is entitled to Dower in the interest of her said husband in the said lands, and they are willing she should have the sum assigned to her, if Your Honor shall so order.

They state that it will greatly conduce to

an economical settlement of the said Estate if your Honor will pass an order directing the auditor to state an account in which the amt due to the heirs of the said Ezekiel, after deducting their share of the costs and charges and the allowances to the Widow in lieu of dower, shall be assigned to the Trustee in the consolidated causes to be applied with the other funds therein, to the payment, so far forth as the same may extend, of the debts of the said Ezekiel E. Bell, and that they may have other and further relief as their cause may require.

And as in duty &c

Randall & Hagner
Sol Pltffs

Afterwards to wit on the 7th day of August 1858 the Judge passed upon the Petition of Alexander Randall & A. H. Hagner the following order.

Circuit Court for Anne Arundel County
In Equity July Term 1858

Ordered this 7th day of August 1858, that the Auditor in stating the account in this case allow the usual or a reasonable fee, to the Petitioners subject to all just exceptions

Nicht. Brewer
Circuit Judge

And on the same to wit the 7th day of August 1858 the Judge passed upon the Petition of Elizabeth Bell the following order,

Circuit Court for Anne Arundel County
In Equity July Term 1858

Ordered that the written petition be referred to the Auditor, and that he report thereon subject to exceptions & the further order of this Court

Nicht. Brewer
Circuit Judge
Aug 7th 1858

Afterwards to wit on the 28th day of October 1858 the Judge passed a final order of ratification of sale on Trustees Report of 19th of July 1858 as follows

Circuit Court for Anne Arundel County
In Equity. Oct Term 1858

Ordered that the sales herein reported, be and they are hereby finally confirmed, no cause having been shown to the contrary, although the notice required by the order nisi

appears to have been properly given. The Trustee is allowed the usual commissions and for his expenses the sum of $34.21

Nich.s Brewer
Circuit Judge
Oct 28th 1858

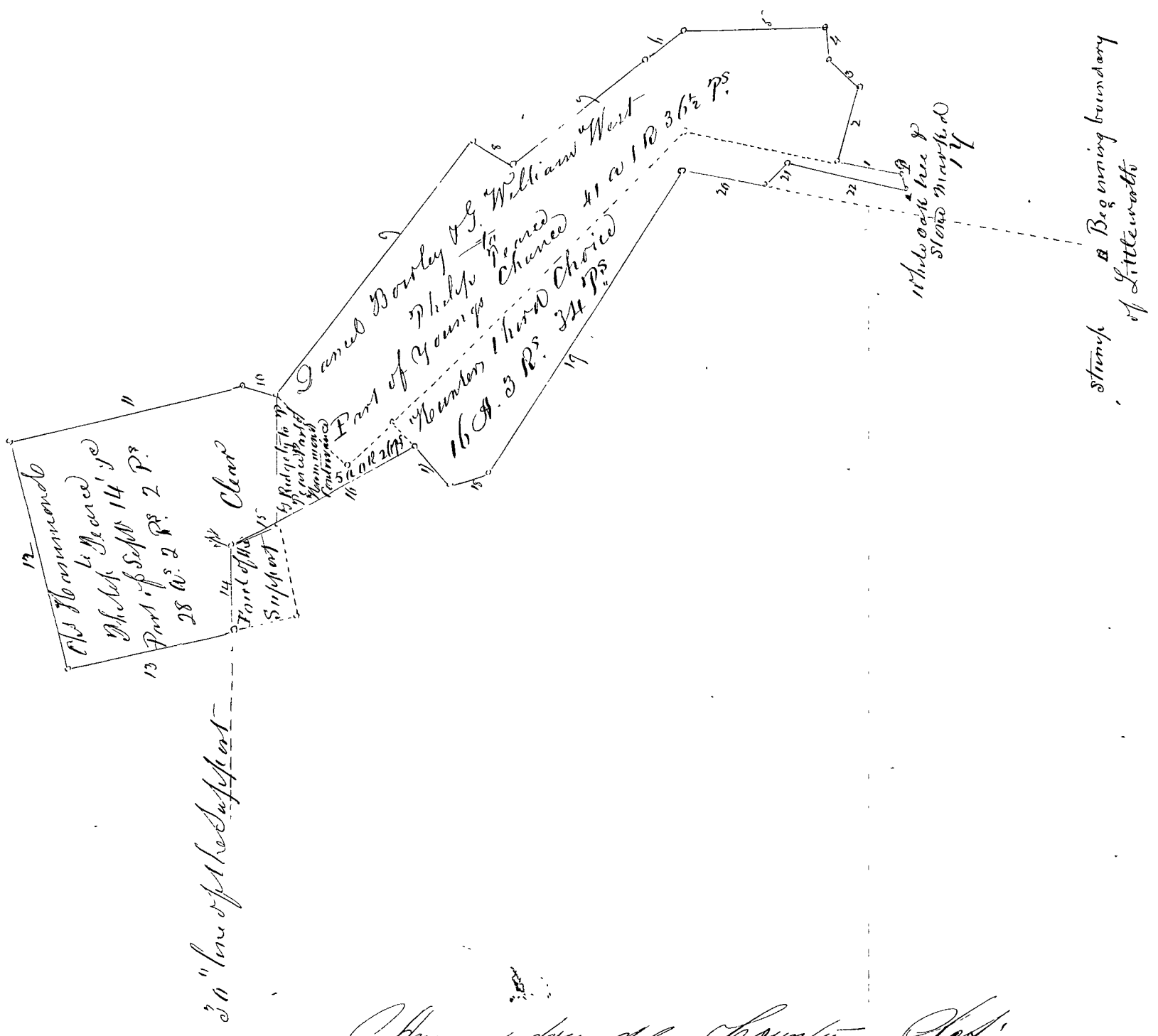
Afterwards to wit on the 31st day of December 1858 the Judge passed upon the Petition of Richard Green & others the following order.

Circuit Court for Anne Arundel County
In Equity October Term 1858

Ordered this 31st of December 1858 that the Auditor state an account as prayed by the written petitioner making an allowance to the Widow in lieu of her dower as prayed by her petition of July 20th 1858

Nich.s Brewer
Circuit Judge.

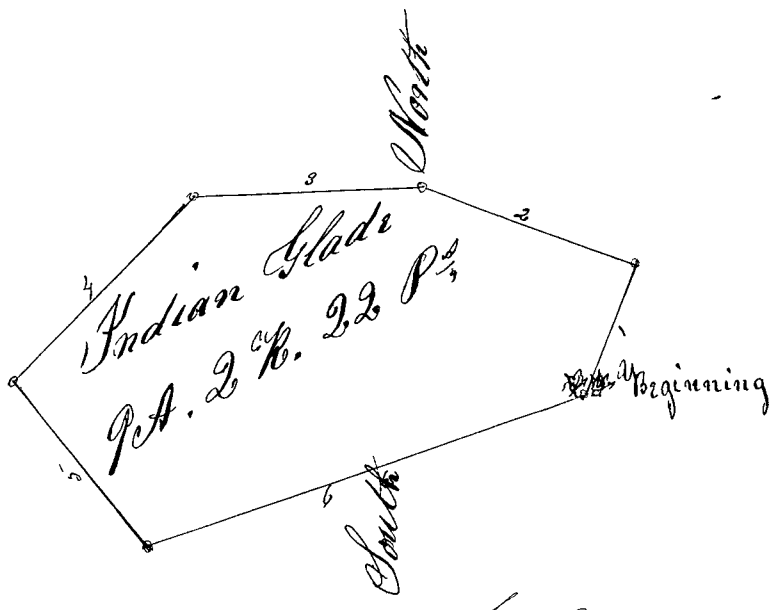
Afterwards to wit on the 8th June 1859 there was filed in said Cause Plat and Certificate in the words following to wit.



Anne Arundel County Set:
I Certify that I have carefully surveyed for

Messrs Randle and Wagner Trustees for the sale of the real Estate of Ezekiel E. Bell (decd) the following tracts and parts of tracts of Land to wit viz, part of a tract called "Youngs Chance", part of "Hammonds Contrivance" part of a tract called "September the 14th 1739 I was born John Hammond son of John" and a tract of Land called "Hunters Third Choice" lying and being in the County afd, Beginning for the meets and bounds courses and distances of the same at a White Oake Tree and Stone marked IV the beginning boundaries of a tract of Land called "Something or Other" and also of the afd tract called "Youngs Chance" and running from thence bounding on the first line of "Youngs Chance" and the first line of "Hunters Third Choice" N 10° 30' E 20 ps, thence S 74° 15' E 24 ps, thence N 33° 45' E 12 ps, thence N 84° 15' E 10 ps, thence N 1° 15' W 42½ ps, thence N 40½° W 14 ps, N 39° W 50 ps, thence N 32° 45' E 14 ps, thence N 52° 45' W E 95 ps, thence N 13° E 10 ps to the end of the first line of that part of the Land called "September 14th 1739 I was born John Hammond son of John," that was conveyed by Charles Hammond son of John to Philip Pearce by deed dated 4th Sept 1785 and running from thence bounding on the lines of said conveyance N 13° 45' W 70 ps thence S 76° 15' W 70 ps, thence S 13° 45' E 51 ps, to intersect the 30th line of the tract of land called "The Support" thence running and bounding on the lines of said land to include that part of the conveyance from Hammond to Pierce that lies pool of "The Support" N 88° 45' E 24¾ ps, to a bounded Chesnut Tree at the end of the 30th line of "The Support" thence S 29° 15' E 14 ps to intersect the first line of the above mentioned Conveyance thence running to include the Land that was conveyed Greenberry Ridgely to Philip Pearce by deed dated, still bounding on the 31st line of "The Support S 29° 15' E 47¼ ps, to intersect the 3rd line of a tract of Land called "Hunters Third Choice," thence bounding on the lines of said tract of Land S 43° 31' W 15¼ ps, thence S 19° 30' E 11⅗ ps, to the end of the 2nd line of a tract of Land called "Littleworth" thence running and bounding on the lines of of said tract of land the reverse thereof S 58° 00' E 10 ps, thence S 9° 30' W 24¾ ps to intersect the 17th line of the tract of Land called "Hammonds Contrivance" thence bounding on the lines of said land the reverse thereof S 44° 15' E 9 ps, thence S 12° 30' W 36 ps, thence leaving said line of the tract of land called "Hammonds Contrivance"

and running with a straight line to the first beginning boundaries containing and now laid out for Ninety One Acres two roods and eighteen and a half perches (91A. 2R. 18½ Pes.) of land, (Clear of One half of Acre reserved for a Crane Yard on that part conveyed by Chs. Hammond to Philip Pierce.) more or less.



I have also Surveyed for Messrs Randolph and Hoagner Trustees for the sale of the real Estate of said E. E. Bell (dec.d) a tract of land called "Indian Glade" lying in the County of Anne Arundel Beginning for the same in the Center between two bounded White-Oaks on the East side of a branch of one of the branches of Little deep run called "The Indian Glade" and running thence N 21° 30' E 15 ps, thence N 69° 30' W 24 ps, thence S 88° 30' W 34 ps, thence S 44° 30' W 37 ps, thence S 38° 30' E 22 ps, thence running with a straight line to the first place of beginning containing and now laid out for Nine Acres, two roods and twenty-two perches, (9A. 2R. 22 Ps.) of land more or less.

Surveyed May 13th 1859, By J. Randolph Woodward
Sr. A. A. County.

Afterwards to wit on the 27th day of September 1859 the Auditor files in said Cause an account B in the words following to wit. Account B.
The Real Estate of Philip Pierce deceased in account with Alexander R. Hagner. Esq. Trustee Cr.

1858 July 17th	By Proceeds of real estate sold to James Cecil as per Trustees Report	1796.	70		
	By Do. sold to R. Boyer as per Do.	8.	31		
	By Do. sold to Richard Jeffries as per Do.	260.	00	1765:	01
				1765:	01

Date					
1858 July 17th	To the Trustee for his Commissions	85.	77		
	Less tax of ten per cent due the State.	8.	57	77.	20
	To the Trustee for his expenses as per vouchers filed.			34.	21
	To the State for tax of ten per cent on Trustees Commissions			8.	57
	To the Complainants for their Costs of suit viz.				
	Clerks fees due N. H. Green & charged to Trustee.	34.	22		
	Cost of Comm.ns for testimony of which there has been pd to the adm.r of B. J. B. Worthington $8.00.	16.	00		
	Solicitors fee	10.	00		
	Auditors fee	9.	34	69.	56
	To Elizabeth Bell for fee Bill pd. by her as per acct & receipt filed			2.	15
	To Same for State tax for 1856 & Co. tax for 1858 pd. by her as per receipt filed.			3.	58
	To E. E. Bells estate for State tax for 1849, & Co & Prim. Sch tax for 1849 and the real estate of Philip Pearce pd. by him.	3.	58		
	To Same for prim Sch tax pd. by him for 1851 as per receipt filed.	1.	15		
	To Same for State tax for 1851, pd. by him as per receipt filed.	1.	45		
	To Same for Prim Sch. tax for 1850 pd. by him as per receipt filed.	2.	29		
	To Same for State & Co tax for 1850 pd. by him as per receipt filed.	3.	63		
	To Same for Pri. Sch. tax for 1850 pd. by him as per receipt filed.	1.	69		
	To Same for Co tax for 1850 pd. by him as per receipt filed.	1.	15	14.	94
	To A. Randall & A. B. Hagner Esqrs. for their fee in this case as per petition, Certificate & order			150.	00
				360.	21
	To Ezekiel E. Bell for 2/3 of net proceeds to be carried to acct D.				

To 1st Ds assignee of Mrs Pierce who was assignee of the heirs at law of R. Pierce for 1/3 net proceeds.	200.	68		
2nd Ds assignee of John Pierce for Do	200.	68		
3rd Ds assignee of Wm Pierce for Do	200.	68	603.	04
To Philip Disney for 1/3 of 1/3 of net proceeds of sale.			40.	14
To William Disney for Do			40.	14
To Enos Shipley & Priscilla his wife in right of his said Wife for Do			40.	14
To Mary Anne Disney for Do			40.	14
To William Disney of John for 1/2 of 1/3 of 1/3 of net proceeds			20.	07
To Eliza Anne Disney for Do			20.	07
To Thomas Randall for 1/4 of 1/3 of Do			50.	18
To Richard Randall for Do			50.	17
To Susan Hughe for Do			50.	17
To William Ingraham & Rachel his wife in right of his said wife for Do			50.	17
To William Boyer for 1/4 of 1/3 of net proceeds			50.	17
To Larkin Boyer for Do			50.	17
To Susan A. Boyer for Do			50.	17
To Owen A. Disney & Sarah A. his wife in right of his said wife for Do			50.	17
To Richard Jeffries assignee of Wesley Clarke use of Owen Cecil for 1/3 of Do			200.	69
			1765.	01

Afterwards to wit on the 20th day of December 1859 the Trustee filed in said Cause the following Petition for a resale accompanied by Exhibits A. B. & C. No 182.

To the Honorable Nicholas Brewer, Judge of the Circuit Court for Anne Arundel County. Sitting in Equity.

The Petition of Alexander B. Hagner, Trustee under the Decree of this Court for the sale of the Real Estate of Philip Pearce deceased, respectfully represent unto Your Honor.

That heretofore, on the 17th of July 1858, he sold part of the said Real Estate to a certain James Cecil for the sum of $1497.90, which sale has been fully ratified and confirmed

as will appear by reference to the Report of said sale herewith filed in this Court. He represents that the said Cecil has paid the greater part of the said purchase money, but that the third and last payment thereon is wholly due and unpaid; and that he has applied to the said Cecil to pay the same, and he has refused to do so, and declares that he desires to have the said land resold, for the purpose of raising the said balance due. And Your Petitioner herewith files two letters written by the said Cecil in reply to letters addressed him by Your Petitioner urging him to make the said payment, in which he requests that the said land shall be resold, marked "A. B. H. No. 1 & 2." Your Petitioner charges that the time for the payment of the said last instalment is long since passed, and that it is highly important that the said balance should be speedily paid, and he therefore prays Your Honor to pass an Order directing the said land to be resold, at the risk of the said James Cecil, and for further relief. And as in duty &c

A. B. Hagner, Trustee.

Maryland. Anne Arundel County, Set.

I hereby certify that on this 16th day of December 1859. before the subscriber a Justice of the Peace in and for the State and County aforesaid, personally appeared Alexander B. Hagner and made oath that the statements in the foregoing Petition contained are true as therein set forth.

Sworn before
Wm. Glover.

Exhibit A. B. H. No 1

Baltimore 23. 58

A. B. Hagner.

Sir

Yours of the 15th came duly to hand. I am excessively sorry, my Dear Sir, that it is not in my power to comply with Your request. I think You had better appoint some day and have it resold for the satisfaction of Your claim. And you will let me hear from You what You intend to do with it.

Yours
Jas Cecil

Exhibit A. B. H. No 2.

Baltimore 28. 59

A. B. Wagner

Dr. Sir

It will be totally out of my power to meet Your demands as regards the settlement of the Land. The amount that I am liable for is Six hundred and twenty or thirty Dollars. Which is more than I can spare, I do not wish to force you to make sale, but at the same time I cannot prevent it. So it remains with You what shall be done. If it has to be sold I would like You to sell it in the same way, as it was when I bought it. You will please let me understand when it will be sold. So I may be there

Yours truly

Jas Cecil.

Maryland, Anne Arundel County. Set.

I hereby certify, that on this 16th day of January 1860 before the subscriber a Justice of the Peace in and for the State and County aforesaid, personally appeared Owen Cecil, and made oath that he is acquainted with the handwriting of James Cecil, and that the within letter are in his handwriting.

Sworn before

Wm. Glover.

Afterwards to wit on the 18th day of January 1860 the Judge passed on said Petition of Trustee for resale the following order.

Pierce and others. vs Deems and others.	Circuit Court for Anne Arundel County. January Term 1860.

Upon the within Petition and assent of James Cecil, it is ordered that the Real Estate heretofore sold by the Trustee to James Cecil, be resold at the risk of the said James Cecil, the Trustee in making the said Resale, is to conform in all respects to the Decree passed in this case,

Nich. Brewer

Circuit Judge. Jany 18th 1860

Afterwards to wit on the 22nd day Feby 1860, the Trustee made a Report in the words following to wit.

To The Honorable Nicholas Brewer,
Judge of The Circuit Court for Anne Arundel County,
Sitting in Equity.

The Report of Alexander B. Hagner Trustee under the Decree of Your Honor passed in the Cause of Pierce vs Deems et al, respectfully represents.—

That in obedience to the Order of Resale passed by Your Honor, the undersigned proceeded to advertise the said real estate for sale, at the risk of the said James Cecil, the former purchaser, by giving three weeks previous notice, of the place, time, manner and terms of sale, by advertisements inserted in the Maryland Republican and Annapolis Gazette, newspapers published in the City of Annapolis, and by advertisement for one week previous, in "The Baltimore Sun" a newspaper published in the City of Baltimore, that in accordance with said Notice, he attended at the Court House Door in Annapolis, on Saturday the 18th inst, at 12 O'clock M. and there in presence of James Cecil, offered the property for sale at his risk, that Owen A. Disney of Anne Arundel County, being the highest bidder for the same, became the purchaser thereof, at and for the sum of twelve dollars and fifty cents per acre, estimating the same as containing 91 acres. 2. roods, and 10 perches, the whole purchase money amounting to the sum of $1145.16, The Trustee further reports that the purchaser has paid one third part thereof being $381.75; and promises to give bond for the residue or pay it in a short time. All which is respectfully submitted.

A. B. Hagner. Trustee.

Maryland. Anne Arundel County. Sct.

I hereby certify, that on this 22nd day of February 1860, before the Subscriber a Justice of the Peace in and for the State and County aforesaid, personally appeared Alexander, B. Hagner. and made oath that the statements contained in the foregoing Report are true as therein set forth, that the sale therein represented was fairly made to the best of his knowledge and belief.

Certified by Wm. Glover.

Upon which said Report the following order nisi was passed.

10
760

Pierce et al
vs
Deems et al

Circuit Court for Anne Arundel County. In Equity. January Term 1860. Feby 22nd 1860.

Ordered that the resale made and reported in this case by Alexander B. Wagner, Trustee, be ratified and confirmed unless cause be shown to the contrary on or before the 22nd day of April, next, Provided a copy of this Order be inserted in some newspaper published in the City of Annapolis, once a week for each of three successive weeks before the 22nd day of March next

The Report states the amt of sales to be $1145.72

N. H. Green Clk.

Afterwards to wit on the 8th day of May 1860 the Judge passed a final order of ratification of Sale.

Circuit Court for Anne Arundel County. In Equity. April Term 1860

Ordered that the sale within reported be and the same is hereby finally ratified and confirmed, no cause having been shown to the contrary although the Order Nisi of the 22nd of Feby, appears to have been duly published, as therein directed. The Trustee is allowed the usual Commission and for his expenses the sum of $20.42

Nich. Brewer
Circuit Judge, May 8th 1860

Afterwards to wit on the 29th Feby 1861. the Auditor files in said Cause a Report and account in the words and figures following to wit.

Anne Pierce, Susan Pierce et al.
vs
Jacob C. Deems & Frances Deems.

Circuit Court for Anne Arundel County. In Equity. Jany 16th 1861

The Auditor reports to the Hon N. Brewer Circuit Judge of said Court that he has again examined the proceedings in the above cause and therefrom stated an account between the real estate of James Cecil (formerly the real estate of Philip Pierce now vested at the risk of the purchaser) and the Trustee for the sale

thereof wherein the proceeds of sale have been applied to the payment of the trustee of his allowance for Commissions on the resale, ten per cent being first deducted & assigned the State of his expenses & the costs of re-sale: and the net proceeds to the payment of the balance of purchase money now due, leaving of the net proceeds of the re-sale the sum of $511.04 which has been assigned to James Cecil.

The Auditor further reports that since the filing of his first report in this Cause there has been a survey of the land sold to Richard Jeffries whereby it appears that said land contained only 9 A. 2 R. 22 P. instead of 10 A as per said Report reducing the proceeds of said sale from $260 to $250.57 making a difference of $9.43. It is submitted that it is unnecessary for so small a difference to re-state the acct. and that the Trustee may adjust said difference out of the interest in his hands.

All of which is respectfully submitted

N. Brewer, Jr
Auditor.

The real Estate of James Cecil in account with Alexander B. Hagner, Esq., Trustee.

		Dolls	Cts	Dolls	Cts
1860 Feby 20th	By Amount of Proceeds of re-sale as per Trustees Second Report filed Feby 22nd 1860			1145.	16
	To the Trustee for his commissions on proceeds of re-sale	63.	80		
	Less ten per cent due the State	6.	38	57.	42
	To the Trustee for his expenses as per vouchers filed			20.	42
	To the State for tax of ten per cent on Trustees Comm.s			6.	38
	To the Trustee for costs of resale, viz.				
	Clerks fees due & ch.d to Trustee	6.	40		
	Solicitors fee	10.	00		
	Auditors fee	4.	50	20.	90
				105.	12
	To Amount of proceeds of sale as per Trustees 1st Report	1496.	70		
	Less Amount of 1st & 2nd instalments paid in cash on day of sale	997.	80		
		498.	90		
	Int from July 13th 1858, to Feby 18th 1860 1 y. 7 ms	47.	39	546.	29
	To Balance due James Cecil.			493.	75
				1145.	16

Afterwards to wit on the 5th day of July 1861 The Auditor files in said Cause an Interest Account in the words and figures following to wit.

The real Estate of Philip Pierce deceased in acct with Alexander B. Wagner, Esq. Trustee.

Cr

		Dolls	Cts	Dolls	Cts
1858 July 17th	By amount of interest received as per Statement of Trustee filed.			30.	00.
				30.	00
	To The Complainants for further additional costs viz.				
	Auditors fee for his acct			2.	50
	To The Trustee for their proportion of interest as per acct B.			1.	35
	To Ezekiel E. Bell as per Do carried to Acct of said Bells estate			10.	35
	To Philip Disney as per Do 8 1/4 of the share of Mary Anne Disney dec.d				85
	To William Disney as per Do - for Do				85
	To Enos Shipley & Priscilla his wife as per Do, for Do				85
	Mary Ann Disney's share distributed according to proof filed.				
	To William Disney of John as per Do & also 1/8 of share of M. A. Disney				43
	To Eliza Ann Disney as per Do - for Do				42
	To Thomas Randall as per Do				89
	To Richard Randall as per Do				89
	To Susan Hughe as per Do				89
	To William Ingraham & Rachel his wife as per Do				89
	To William Boyer as per Do				89
	To Larkin Boyer as per Do				89
	To Susan A. Boyer as per Do				89
	To Owen A. Disney & Sarah A. his wife as per Do				87
	To Richard Jeffries assignee of Wesley Clarke use of Owen Cecil as per Do.			2.	44
				30.	00

Maryland Anne Arundel County to wit

At a Circuit Court of the Second Judicial Circuit of the State of Maryland begun and held at the City of Annapolis in and for Anne Arundel aforesaid Sitting as a Court of Equity on the fourth monday of October being the twenty Second day of the Same month in the year of our Lord one thousand Eight hundred and Sixty.

Present

The Hon Nicholas Brewer Judge

N. H. Green Clk

Among others were had the following proceedings to wit.

Cornelius McLean and Mary Ann Duvall vs Richard S. Duvall and Rachel his wife. Doctor George Hammond and Anne E. his wife and Ann Hammond.

Be it remembered that at this Term to wit. the 24 day of October in the year Eighteen hundred and Sixty came Cornelius McLean and Mary Ann Duvall by Cornelius McLean Esq their Solicitor in the Circuit Court for Anne Arundel County Sitting as a Court of Equity and Exhibited in said Court their Bill of Complaint against Richard S. Duvall and Rachel his wife Doctor George Hammond and Anne E. his wife and Ann Hammond in the words following to wit.

To the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County.

Humbly complaining show unto your Honor your Orator Cornelius McLean and your Oratrix Mary A. Duvall. That heretofore on or about the fifth day of August in the year one thousand Eight hundred and fifty nine Richard S. Duvall with his wife Rachel Duvall for the purpose of securing to your Oratrix Mary A. Duvall the payment of a promissory note of the said Richard for fifteen hundred and ten Dollars and ninety Eight cents dated on the said day and payable with interest in one year after date by their deed Mortgage conveyed to your Oratrix all of the Land of the said Richard situated lying and being in Anne Arundel County on he then lived which said note has not yet been paid but the same is still due and has for value received with the benefit of the said Mortgage been Transfered and assigned to your Orator Cornelius McLean. And your Orator and oratrix further show unto your Honor that the

said land at the time of the said Mortgage to your Oratrix was subject to another Mortgage from the said Durall and his said wife to James W. Isaac bearing date the Seventh day of March eighteen hundred and fifty seven to secure the payment of the sum of thirty eight hundred and sixty eight dollars and eighty three cents which said sum of money was to be paid to the said Isaac in three installments as one, two, and three years with interest according to the said Duralls promissory notes to that effect no part of which your Orator and Oratrix have been informed has been paid. And your Orator and Oratrix further show that the said real estate so described in the said Mortgage to the said Isaac is the same land on which the said Durall now resides and did reside at the time of the execution of the Mortgage to your Oratrix Mary A. Durall all which will more fully and at large appear by reference to the said Mortgage and three promissory notes herewith filed as a part of this bill of complaint marked exhibits A. B. C. and D. And your Orator and Oratrix further show that the said James W. Isaac has duly assigned the said Mortgage debt to Doctor George Hammond and Anne E. Hammond as well as the said Mortgage, will fully appear from the endorsment of the said promissory notes and the said Isaacs deed of assignment also herewith filed as an exhibit and part of this bill of complaint marked E. And your Orator and Oratrix further show that the said George Hammond and Anne E. Hammond have since transfered and assigned thirteen hundred dollars part of the said Mortgage debt with interest from the ninth day of July Eighteen hundred and sixty to Anne Hammond as will fully appear from the said assignment also herewith filed marked exhibit F. And your Orator and Oratrix further show that no part of either of the said Mortgage debts has been paid but that both are due with interest as aforesaid, and that the said Richard T. Durall has declined to pay any part thereof, all which is contrary to Justice and Equity and leads to the manifest injury and wrong of your Orator and Oratrix. And for as much as your Orator and Oratrix are remedless in the premises according to the usual course of common-law and can only attain redress in this Honorable Court where these and matters of a like nature are properly cognizable, May it please your Honor to decree a foreclosure of the said several Mortgages and for that purpose a sale of the said mortgaged property so that the proceeds may be applied in the first place to the payment of the Mortgage given to the said Isaac and afterwards to the payment of that of your Orator M'Lean. and to grant unto your Orator and Oratrix such other and further relief as may

seem most reasonable in the premises. And to the end that the said Richard I. Duvall and Rachel his wife, Doctor George Hammond and Anne E his wife and Ann Hammond all of Anne Arundel County may answer the premises on their corporal oaths respectively, May it please your Honor to grant unto your Orator and Oratrix the States most gracious subpoena commanding them by a certain day and under certain penalties to be therein inserted to appear and abide by such decree as may be passed in the premises, And as in duty bound your Orator and Oratrix will ever pray

Cornelius McDean
Sol for Complts.

Exhibit A

This Indenture made this Seventh day of March Anno Domini Eighteen hundred and fifty seven, between Richard I. Duvall and Rachel Duvall his wife of Anne Arundel County and State of Maryland of the first part, and James W. Isaac of Baltimore City and state aforesaid of the second part. Whereas the said James W. Isaac has this day lent and loaned to the said Richard I. Duvall the sum of Three Thousand Eight hundred and Sixty Eight Dollars and Eighty three cents ($3.868 83/100) lawful money for the repayment of which said sum, the latter has passed and delivered to the former his three several promissory notes of even dates herewith, each for the sum of one thousand two hundred and eighty nine dollars, and sixty one cents (1.289 61/100) and drawn by the said Richard I. Duvall to the order of the said James W. Isaac and payable respectively one, two, and three years after the date thereof, and each note bearing interest payable semi-annually. And for the purpose of more effectually securing the payment of said sum of Thirty Eight hundred and sixty eight dollars and Eighty three cents, and the interest thereon in manner aforesaid, these presents are executed, the execution hereof being a condition precedent to the making of said loan. Now This Indenture Witnesseth, that in consideration of the premises and of one Dollar to them paid the said Richard I. Duvall and Rachel M. Duvall his wife, have bargained and sold, and do hereby grant, bargain and sell, alien, enfeoff and convey unto the said James W. Isaac, his heirs and assigns All that piece or parcel of land situate, lying and being in Anne Arundel County and State of Maryland aforesaid being part of a tract of Land called "Hammonds Enclosure" or by whatsoever name or names the same may be called or known, and which is contained within the metes and bounds courses and distances, to wit. Beginning for the same at a stone heretofore planted on the North edge of a branch called "Jays Branch" and running thence North Seventy seven degrees

and three fourths of a degree West forty one perches and one fourth of a perch to a stone heretofore planted at the root of a bounded tree; thence South two degrees East Eighty seven perches and two tenths of a perch to the end of the North two degrees West ninety five perches and four fifths of a perch line of three hundred and twenty acres of land more or less which by Indenture dated on or about the thirteenth day of March, in the year Eighteen hundred and forty was granted and conveyed by Nathan Warfield and Caroline B his wife to Benjamin E. Gantt; thence bounding on said Land South Seventy two degrees fifty six minutes East, one hundred and seventy nine perches and one half of a perch to a stone, thence South thirty seven degrees and one half of a degree East one hundred and Eighty two perches to a stone; thence North thirty four degrees and one half of a degree West one hundred and fifty one perches and one half of a perch to a stone; North twenty two degrees and one half of a degree West one hundred and forty seven perches to a stone North fifty three degrees East fifty nine perches and three fourths of a perch thence North thirty six degrees East thirty four perches to a branch descending into "Jays Branch" and thence bounding on said Jays Branch with the meanders thereof to the place of beginning, containing Three hundred and sixty one acres of Land more or less [The leasehold interest in which tract of Land the said Richard S. Durall acquired by virtue of a Deed of Assignment from John Spence to him, dated the tenth day of November A.D. 1849, and recorded in Liber J.H.N. No 4 folios 352. 353. 354. &c one of the Land Record Books of Anne Arundel County aforesaid; the fee and reversion in which said tract of Land was conveyed to the said Richard S. Durall by one Nathan Warfield by Deed dated the Eighteenth day of May A.D. 1855; and recorded among the Land Records of Anne Arundel County Aforesaid]. Together with the improvements and appurtenances, To Have and To Hold the same unto the said James W. Isaac his heirs and assigns forever. Provided always and these presents are made upon this condition, that if the said Richard S. Durall, or any one on his behalf do and shall well and truly pay or cause to be paid to the said James W. Isaac his executors, administrators or assigns, the aforesaid sum of Thirty Eight hundred and Sixty Eight Dollars and eighty three cents ($3868.$\frac{83}{100}$) according to the tenor of the three several above recited promissory notes, as each of the same shall severally mature and become payable, and shall also in the mean time pay the interest thereon semi-annually, then this Indenture shall be void, otherwise to remain in full force and virtue in law. Provided also that if default be made in payment of the money aforesaid, or the interest thereon, at the time and in the manner aforesaid then it shall be lawful for the said James W. Isaac to sell the said

mortgaged premises at the City of Annapolis in the State of Maryland, by public auction to the highest bidder, by giving notice of the time, place, and manner and terms of sale, six weeks prior to said day of sale, by advertisements published once a week in some newspaper printed and published in Anne Arundel County aforesaid, and also in some other newspaper printed and published in the City of Baltimore aforesaid: and the term of said sale shall be one third cash on the day of sale, and the residue in two equal payments at four and eight months from the day of sale: to pay this debt and the surplus if any, over to the said Richard I. Duvall. And the said Richard I. Duvall covenants that he will pay the aforesaid money.

In Witness Whereof, the said Richard I. Duvall and Rachel M. Duvall his wife have hereunto Subscribed their names and affixed their seals, on the day and in the year first above written

Signed, Sealed and delivered in presence of

Dennis Griffith

Richard I. Duvall (Seal)

Rachel M. Duvall (Seal)

State of Maryland

Anne Arundel County. To wit.

Be it remembered and it is hereby certified that on this seventh day of March in the year Eighteen hundred and fifty seven, before the Subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Richard I. Duvall and Rachel M. Duvall his wife, and did each acknowledge the aforegoing Deed or Indenture to be their respective act. And I do further certify that at the same time and place before me also personally appears James W. Isaac, the mortgagee within named, and makes oath on the Holy Evangely of Almighty God, that the consideration set forth in the foregoing Deed of Mortgage is true and bona fide as therein set forth. In Testimony whereof I hereunto subscribe my name, on the day and year aforesaid.

Dennis Griffith.

Received the 10th day of August 1857 to be recorded Same day, recorded in Liber W H G. No 6 folio 445 &c one of the Land Record Books of Anne Arundel County. Examined

W. H. Green clk

I hereby assign the within mortgage to Doctor George Hammond and Anne E. Hammond - no recourse to be had against me. Witness my hand seal this 9th day of July 1860-

James W. Isaac (Seal)

7/18

Exhibit B.

Anne Arundel Co. March 7th 1857

One year after date I promise to pay to the order of James W. Isaac, Twelve hundred and Eighty nine Dollars and sixty one cents for value received with interest payable semi-annually. $1289 61/100

R. I. Duvall

(Endorsed). I transfer the within note to without recourse to me

Jas W. Isaac

Exhibit C

Anne Arundel Co. Md. March 7th 1857

Two years after date I promise to pay to the order of James W. Isaac, Twelve hundred and Eighty nine Dollars and Sixty one cents, for value received, with interest payable semi-annually $1289 61/100

R. I. Duvall

(Endorsed) I transfer this within to without recourse to me.

Jas W. Isaac.

Exhibit D

Anne Arundel Co. Md. March 7th 1857

Three years after date I promise to pay to the order of James W. Isaac Twelve hundred and Eighty nine Dollars and Sixty one cents, for value received, with interest payable semi-annually. $1289 61/100.

R. I. Duvall.

(Endorsed) I transfer the within note to without recourse to me.

Jas W. Isaac.

Exhibit E

This Deed made this 12th day of July in the year Eighteen hundred and Sixty by James W. Isaac, Witnesseth that in consideration of the sum of four thousand Six hundred and forty two dollars and Sixty cents, the said James W. Isaac, doth grant unto Dr George Hammond and Anne E. Hammond all that property which is described in a deed of Mortgage from Richard I. Duvall and Rachel Duvall his wife to the said James W. Isaac, dated on the seventh day of March, in the year Eighteen hundred and fifty seven and recorded among the land records of Anne Arundel County in Liber W. H. G. No 6, folio 475 &c the quantity of interest hereby conveyed being the interest of the said James W. Isaac under the said Mortgage - no recourse to be had against

said Isaac.
Test. the words "no recourse to be had against said Isaac being first interline"
Wm H. Hayward

James W. Isaac (Seal)

State of Maryland Baltimore City to wit.
I hereby certify that on this 13th day of July Eighteen hundred and Sixty before the Subscriber a Justice of the peace in and for the City and State aforesaid personally appeared James W. Isaac and did acknowledge the foregoing deed to be his act.

W H Hayward J.P.

State of Maryland, Baltimore City, set:
I hereby certify, that William. H. Hayward Esquire, before whom the annexed acknowledgment was made, and who has thereto subscribed his name was at the time of so doing a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn.
In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this 13th day of July A.D. 1860

Geo E Langston
Clerk of the Superior Court of Baltimore City.

Received the 13 day of July 1860 to be recorded same day recorded in Liber W.H.G. No 9 folio 284 &c one of the Land record books for Anne Arundel County & Examined by

W. H. Green Clk

Exhibit I

This Indenture made this ninth day of July Eighteen hundred and Sixty by Dr George Hammond of Anne Arundel County and State of Maryland and Anne E. Hammond his, Witnesseth that whereas heretofore to wit on the 1st day of April 1859, the said George Hammond purchased from Ann Hammond and Susan Hammond a tract of land named and described in a deed from Ann Hammond and Susan Hammond recorded in Liber W.H.G. No 8. folio 90 one of the land record books of Anne Arundel County, and for the purpose of securing the payment of Ann Hammond's part of said purchase money the said Dr George Hammond and Anne E Hammond his wife executed a mortgage of said property to said Ann Hammond,

bearing date the 1st day of April 1859 and recorded in Liber W.G. No 8 folio 23. one of the record books of Anne Arundel County, and whereas the said Dr George Hammond and Ann E. Hammond have sold the said property to Richard Isaac and the said Ann Hammond has united with the said Dr George & Ann E his wife in a deed to the said Isaac for the purpose of releasing the Mortgage held by her on the said property for the sum of Twenty three hundred dollars, and whereas the said Dr George Hammond and Ann E his wife have received as received in part payment for said land the assignment of certain promissory notes drawn by Richard I Duvall and payable by him to the amount of three thousand Eight hundred and sixty dollars which said notes are secured by a Mortgage from Richard I Duvall and wife to James W. Isaac, and assigned by said Isaac to the said George Hammond and wife and whereas only Eight hundred dollars with interest of the Mortgage so held by Ann Hammond on the land sold to Richard Isaac has been paid by the said George Hammond & wife, in cash, and the balance viz thirteen by an assignment of note of the said Richd I Duvall and secured by the Mortgage named aforesaid from said Duvall to Isaac and for the purpose of securing payment of said assigned note these presents are executed. Therefore this Indenture witnesseth that in consideration of the sum of thirteen hundred dollars, the said Dr George Hammond and Anne E Hammond his wife do grant unto Ann Hammond all that property which is described in a deed or Mortgage to James W. Isaac, from Richard I Duvall and wife dated on the 9th day of March 1857. and recorded among the land records of Anne Arundel County, the quantity of interest hereby conveyed being to the amount of thirteen hundred dollars with interest from the date of this Indenture till paid and no more, and it is further covenanted that said Dr George Hammond and Anne E. Hammond shall have full power to sue for the whole amount of said Mortgage in his own name and receive from said Duvall upon a written order from said Ann Hammond the said thirteen hundred dollars intended hereby to be secured.

Test

Geo Hammond (Seal)

Danl J Myers

Anne E. Hammond (Seal)

State of Maryland, City of Baltimore, to wit:

I hereby certify, that on this ninth day of July in the year one thousand eight hundred and sixty before the subscriber, a justice of the peace of the State of Maryland, in and for the City of Baltimore aforesaid personally appeared George Hammond and Anne E. Hammond his wife and did each acknowledge

the foregoing Deed to be their respective act.

Danl E Myers

State of Maryland, Baltimore City, sct:

I Hereby Certify that Daniel E Myers Esquire, before whom the annexed acknowledgments were made, and who has thereto subscribed his name was at the time of so doing a Justice of the peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn. In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this 9th day of July A.D. 1860.

Geo Sangston

Clerk of the Superior Court of Baltimore City.

Received the 10th day of July 1860 to be recorded same day, recorded in Liber W.H.G. No 9. folio 277 &c one of the land record books for Anne Arundel County, Examined by

W. H. Green Clk

And on the same day the Defendants Richard I Duvall and Rachel his wife, and George Hammond, Anne E Hammond and Ann Hammond by James Revell, E C Gantt and S. S. Franklin their Counsel filed in said Cause their answers to the said bill in the words following to wit.

Cornelius McLean and Mary Ann Duvall vs Richard I. Duvall wife and others	In the Circuit Court for Anne Arundel County.

The answer of Richard I. Duvall and Rachel his wife to the bill of Complaint of Cornelius McLean and Mary A. Duvall, exhibited against them and others. These Defendents admit the facts stated in the said bill of Complaint and are willing that a decree shall pass as prayed, and they pray to be hence dismissed with their reasonable costs

Ri I. Duvall

Jas Revell, for Richard I. Duvall and wife

Cornelius McLean and Mary A. Duvall vs Richard I. Duvall and others	In the Circuit Court for Anne Arundel County

The answers of George Hammond, Anne E. Hammond and Ann

Hammond to the bill of complaint of Cornelius McLean and Mary A. Duvall. These Defendants admit the facts stated in the said bill of Complaint and are willing that a decree shall pass as prayed, and they pray to be hence dismissed with their reasonable costs.

E. C. Gantt
J. S. Franklin
for
Geo Hammond and wife
and Anna Hammond

And on the same day the Judge passed his Decree in the said cause, in the words following to wit.

Cornelius McLean and
Mary A. Duvall
vs
Richard J. Duvall and
wife and others

In the Circuit Court for Anne Arundel County, In Equity
October Term 1860.

This cause standing ready for hearing and having been submitted for decree by the parties and their Solicitors the bill and other proceedings were read and considered. It is thereupon this 24th day of October in the year one thousand eight hundred and sixty by Nicholas Brewer Judge of the Circuit Court for Anne Arundel County and by the authority of the said Court adjudged ordered and decreed that the mortgaged property in the proceedings mentioned be sold and that Cornelius McLean be and he is hereby appointed trustee to make said sale whose proceedings shall be as follows. He shall first file with the Clerk of this Court a bond with a surety or sureties, to the State of Maryland in the penalty of ten thousand dollars to be approved by this Court or the Clerk thereof conditioned for the performance of the trust reposed in him by this decree, or which may be hereafter reposed in him by any future order or decree in the premises. He shall then proceed to sell the said mortgaged premises after giving at least three weeks notice of the time, place, manner, and terms of said sale, by notice published once a week for three weeks in some newspaper published in Anne Arundel County, which terms shall be as follows. the one half of the said mortgaged property may be sold for one half cash and one half credit of twelve months or as much credit as will secure the payment according to the terms of sale, of one half of what may be then due on the Hammond mortgage on the first of June next of the said sale will amount to so much and the residue on the first of June following, The Trustee may sell one half upon such terms

as may be asked by the said Duvall; but if there shall be default in the payment of the whole mortgage debt in the manner above specified; Either by reason of a non sale of any part or by the non fullfillment of his contract by any purchaser the trustee shall proceed on the demand of the Defendants George Hammond, Anne E. Hammond and Ann Hammond to sell the residue to the highest bidder for Cash, but the proceedings of the trustee shall not in any way effect the purchaser or the title to any part which he may sell according to the usual course of trustees sales for cash or on credit. The credit payment shall bear interest and be secured by a surety or sureties to be approved by the said trustee. And as soon after any such sale or sales may be convenient, The Trustee shall report to this court his proceedings on oath with an affedavit that such sale or sales were fair and bona fide and on obtaining the Courts ratification of such sale or sales, and on payment of the whole of the purchase money and not before the said trustee shall by a good and sufficient deed to be executed acknowledged and recorded according to law, convey to the purchaser or purchasers, his her or their heirs, the property and estate to him, her or them sold free clear and dicharged from all claim of the parties hereto Complainants and Defendents and those claiming, by from or under them, or either of them, And the said trustee shall bring into this Court the money arising from such sale or sales to be distributed under the direction of this Court after deducting the costs of this suit and five per cent commissions to the trustee the sum agreed upon by the parties in consideration of his services

Nicholas Brewer
Circuit Judge

We agree to the within decree C. McLean for Compts
R. I. Duvall

Jas Revell for Duvall and wife.
E. C. Gantt. J. S. Franklin for Geo Hammond and wife and Ann Hammond

Afterwards to wit on the 30th day of November 1860 there was filed in said cause the following assignment.

Cornelius McLean and Mary Ann. Duvall vs Richard I Duvall and others	In the Circuit Court for Anne Arundel County. 29th November 1860. For value received I hereby assign and transfer out of my share of the

Mortgage claim in the proceedings in the case mentioned the sum

of Two hundred and Eighty dollars, and thereby authorizes the Creditor to assign so much thereof to James Iglehart.

Witness Geo Hammond

Charles H. Scott. Afterwards to wit on the 5th day of April 1861 there was filed in said cause the following assignment mortgage. This Indenture made this 8th day of January in the year Eighteen hundred and sixty one, between George Hammond and Anne E. Hammond his wife, of Anne Arundel County in the State of Maryland, of the one part, and Catharine S. M. Ray of the same County and State of the other part. Whereas the said George Hammond has purchased from the said Catharine S. M. Ray certain tracts of land situate in the County aforesaid, consisting of one hundred and ninety one and three fourths acres of Lot No. 1 of Sherwood Forest, and thirty seven acres of Lot No. 2 of said land as surveyed by Charles R. Stewart, and has given for the same his three several promissory notes for the sum of fifteen hundred and twenty one dollars and sixty six cents each, dated the seventh day of June Eighteen hundred and Sixty, and respectively payable, the first thereof on the first day of February following, their date and the other at one and two years thereafter, (the first of said notes being subject to a credit of Eight hundred dollars paid on the thirteenth of July Eighteen hundred and Sixty.) with interest from date; And whereas the said George Hammond and Anne E. Hammond his wife are willing to execute these presents better to secure the payment of the said notes, Now therefore This Indenture Witnesseth that the said George Hammond and Anne E. Hammond his wife, in consideration of the premises, do hereby grant unto the said Catharine S. M. Ray all that property which is described in a deed of mortgage from Richard I. Duvall and Rachel Duvall his wife to James W. Isaac dated the seventh day of March in the year Eighteen hundred and fifty seven, and recorded in Liber W.H.G. No 6 folio 445 &c one of the Land Record Books of Anne Arundel County, and which said mortgage was assigned by the said James W. Isaac to the said George Hammond and Anne E. his wife, by assignment of mortgage dated the twelfth day of July in the year Eighteen hundred and sixty, and recorded in Liber W.H.G. No 9 folio 284 &c one of the Land Record Books of the aforesaid County, and all the interest both at law and in equity of them the said George Hammond and Anne E. his wife in and to the same, Provided that if the said George Hammond shall pay or cause to be paid to the said Catharine S. M. Ray the said several sums of money secured by the said promissory notes, as they shall respectively become due and payable, then these presents shall be null and void; and also provided and it is expressly agreed herein.

that the said George Hammond shall have the right to deduct and reserve the sum of Seven hundred dollars from the amount of the note to be paid by him aforesaid which will become due on the seventh day of June next - In testimony whereof the said George Hammond and Anne E. Hammond his wife have hereunto set their hands and affixed their seals on the day and year first herein before written

Signed, Sealed and delivered in presence of Wm Glover

Geo Hammond (Seal)

Anne E. Hammond (Seal)

State of Maryland

Anne Arundell County, to wit.

I hereby certify that on this Eighth day of January in the year Eighteen hundred and sixty one, before the subscriber, a Justice of the Peace of the State of Maryland in and for the County aforesaid, personally appeared George Hammond and Anne E. Hammond his wife, the parties grantors in the foregoing Indenture or assignment of Mortgage, and did each acknowledge the same to be their respective act and deed

Wm Glover

Received the 12th day of March 1861 to be recorded Same day recorded in Liber A. H. G. No 10 folio 100 & one of the Land record books for Anne Arundell County & Examined by

A. H. Green Clk

thereof. These Respondent further say that by the renunciation of the said wid &c by the widow of the Testator all the slaves of the Testator cannot be admitted to freedom and a large number of those must be and remain slaves for life and the bequests of freedom as to them certainly is void, and these Respondents respectfully submit to the Court whether under these circumstances and the peculiar condition of this Estate any of the said negroes are entitled to freedom under the said Will and Testament and Codicil, and they will insist that the whole of the said negroes are slaves for life and as such ought to be distributed among those entitled thereto with these Respondents. These Respondents further answering say that they deny that their Co-Respondent Stinchcomb and wife are entitled to any such interest in the said Real Estate as is claimed by them, they insist that the whole of the said Real Estate was purchased by the said Richard Tydings in his life time at a Trustees Sale and all became vested in him in fee as the purchaser thereof and all passed Under the last will Testament and Codicil Except the right of dower of the widow therein, and these Respondents do so insist and they assent to a sale of all the said Land according to the direction of the said Testator or as this Honorable Court may determine and that the proceeds may be distributed to these respective parties entitled thereto under the said will &c These Respondents further answering say that they have the right to have restored to them an equal amount of property in value out of the other Estate of the testator to that which is given to them or either of them by the Will Testament and Codicil aforesaid, if any of the legacies or devises to them should fail or become reduced by reason of the same having been assigned to the widow of the Testator in consequence of his renunciation as before stated or to Stinchcomb and wife as hereafter stated. These Respondents further answering say that the said Stinchcomb and Wife the Respondents, should be required in case they do resist the provision of the said Last Will Testament and Codicil or any of them in setting up a claim or title real or pretended as stated in the will to the Real Estate of the Testator devised to be sold to elect to abandon all claim under any of the provisions of the said Will that the same may be assigned to these Respondents and the said Purdy and Wife. And they pray &c Randall & Wagner

for the Deft

State of Maryland Anne Arundel County

On this day of June 1860 before me the subscriber a Justice of the peace of the State of Maryland in and for Anne County aforesaid personally appeared the Respondents Daniel Dorsey and Mary his wife and made oath that the facts and statements in their above Answer set forth are true to the best of their knowledge and belief. To the Honorable Nicholas Brewer Circuit Judge of Anne Arundel County - Sitting in Equity. The Joint and several answers of Samuel Purdy and Sarah his wife of the said County to the Bill of Complaint filed by Samuel Ridout Executor of Richard Tydings against them and they in this Court Exhibited. These Respondents in answer to so much of the said Bill as they are advised is is material for them to answer unto answering say that they admit that the Father of this Respondent Sarah, Richard, Tydings, duly executed his Last Will Testament and Codicil as exhibited with the said Bill and that she died without revoking the same and that they have been duly admitted to probate and that the Complainant is the Executor thereof, they also admit the exhibit filed as an authenticated Copy thereof and all the other Exhibits filed with the said Bill. These Respondents further answering say that they admit that they did hold and Claim as the property of the said Sarah and as a Gift to her from her Father, the said Richard Tydings, the negro Slave Henry as her property but they are admitted as alleged in the said Bill that they are obliged to elect to allow the said negro to pass under the said Will &c as the property of the Testator or else renounce and abandon all claim to the bequests and devises given to these Respondents or either of them under the said Will Testament and Codicil, Your Respondents do therefore submit that if your Honor be of opinion that such an election is to be made by your Respondents then they do hereby elect to, to abandon all their rights to the said negro and give up the same to be disposed of by the said Last will Testament and Codicil and they Elect to abide by the disposition thereof, but these Respondents respectfully submit whether or not they should not be paid out of the Estate of the Testator for the support and maintenance of the said negro Slave, and further these Respondents are advised and do deny that their Election so to abide by the provisions of the said Will &c can increase the Share of the Testators Estate which the said Widow

of the Testator may claim by the renunciation of the said Last will &c. These Respondents further say that by the renunciation of the said will &c by the widow of the Testator all the Slaves of the Testator cannot be admitted to freedom and a large number of them must remain in Slavery for life, and as to them the bequest of Freedom is void and these Respondents submit whether under these circumstances and the peculiar condition of this Estate any of the said negroes are entitled to their freedom under the said will &c and these Respondents will insist that the whole of the said negroes are Slaves for life and as such ought to be distributed among these Respondents and others entitled thereto. These Respondents further answering say that they deny that their Co-Respondents Stinchcomb and wife are entitled to any such interest in the real Estate of the Testator as is stated in the said Bill is claimed by them or either of them, and these Respondents insist that the whole of the said Real Estate was acquired by purchase by the said Testator in his life time as a fee simple Estate and does all pass under the clauses of the said Last Will Testament and Codicil except the widows dower therein and these Respondents do insist that the said Stinchcomb and Wife the Respondents shall also be required to elect & take under the provisions of the Said Last Will Testament and Codicil and abandon all such claim real or pretendied that they set up to the said Real Estate, or else to abandon all claim to any property or interest in the Testators Estate real or personal given to them or either of them by the said Last Will Testament &c These Respondents do assent to the sale of the said Land according to the direction of the said Will &c or as this Court may decide and that the proceeds thereof may be distributed to this Respondent Sarah and sisters Susan and Mary as directed by the said will, or to this Respondent Sarah and the said Mary only should the said Stinchcomb and Wife refuse to abide by the provisions of the said Will &c These Respondents further answering say that they are advised and will so insist that if any of their property or interest in the said Testators Estate Real or Personal be taken from them or reduced by reason of the renunciation of the Testators Last Will &c by his Widow or the said Stinchcomb and wife then that your Respondents have right to receive from the Testators Estate an equal amount of property in value to what may be so taken or reduced of what is given to them by the

said Last Will &c or to either of them - And they pray &c

Randall & Wagner
for the Deft

State of Maryland Anne Arundel County

On this day of June 1860 before me the subscriber a Justice of the peace of the said State in and for the County aforesaid personally appeared the Respondents Samuel Purdy and Sarah his wife and make oath that the facts and Statements in their above answer set forth are true to the best of their knowledge and belief.

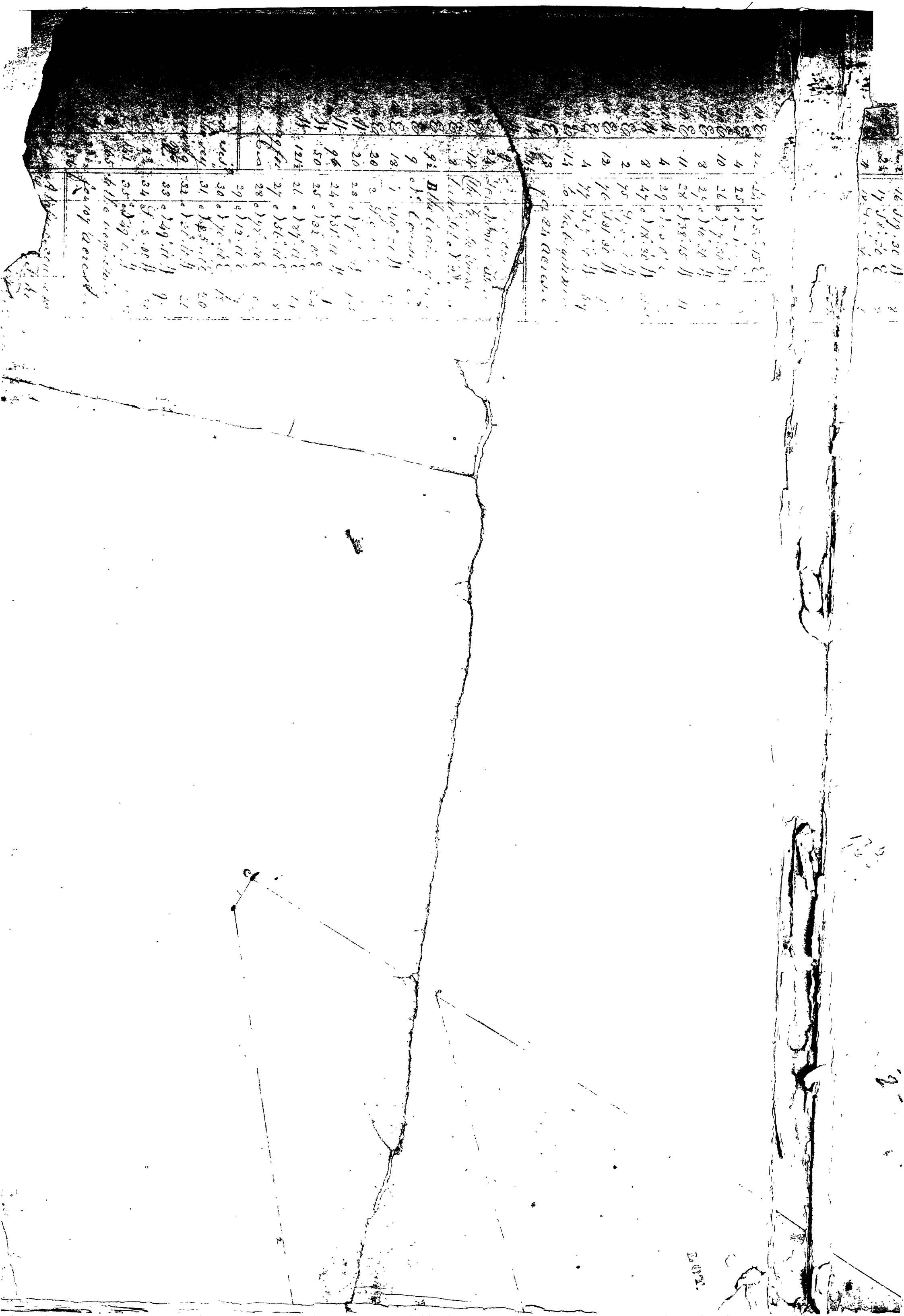
And afterwards to wit on the 2 day of July 1860 Came Rachel Tydings one of the Defendants by Randall & Wagner her solicitor, and filed in said Cause her answer to the said Bill in the words following to wit.

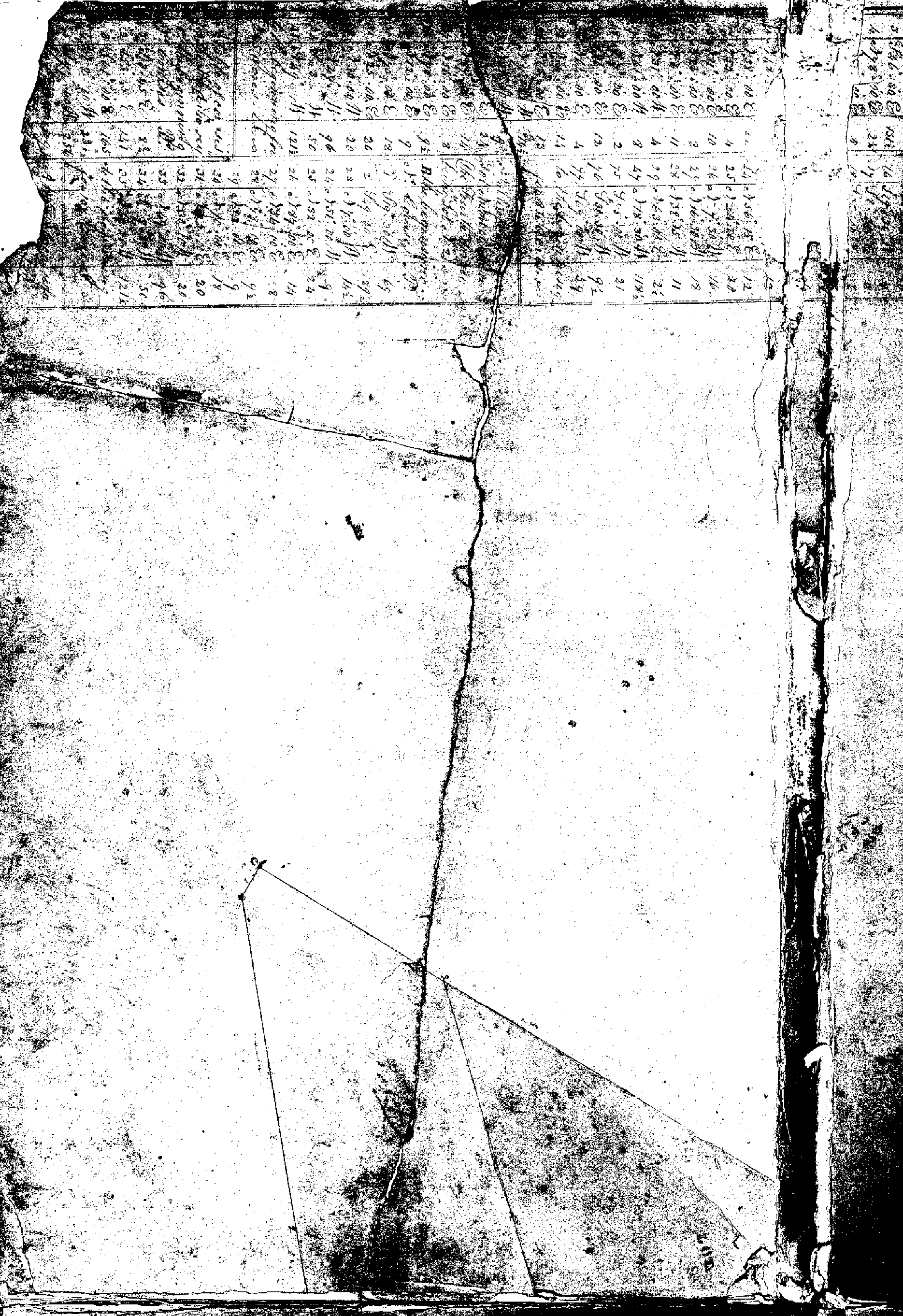
To The Honorable Nicholas Brewer Circuit Judge of Anne Arundel County - Sitting in Equity

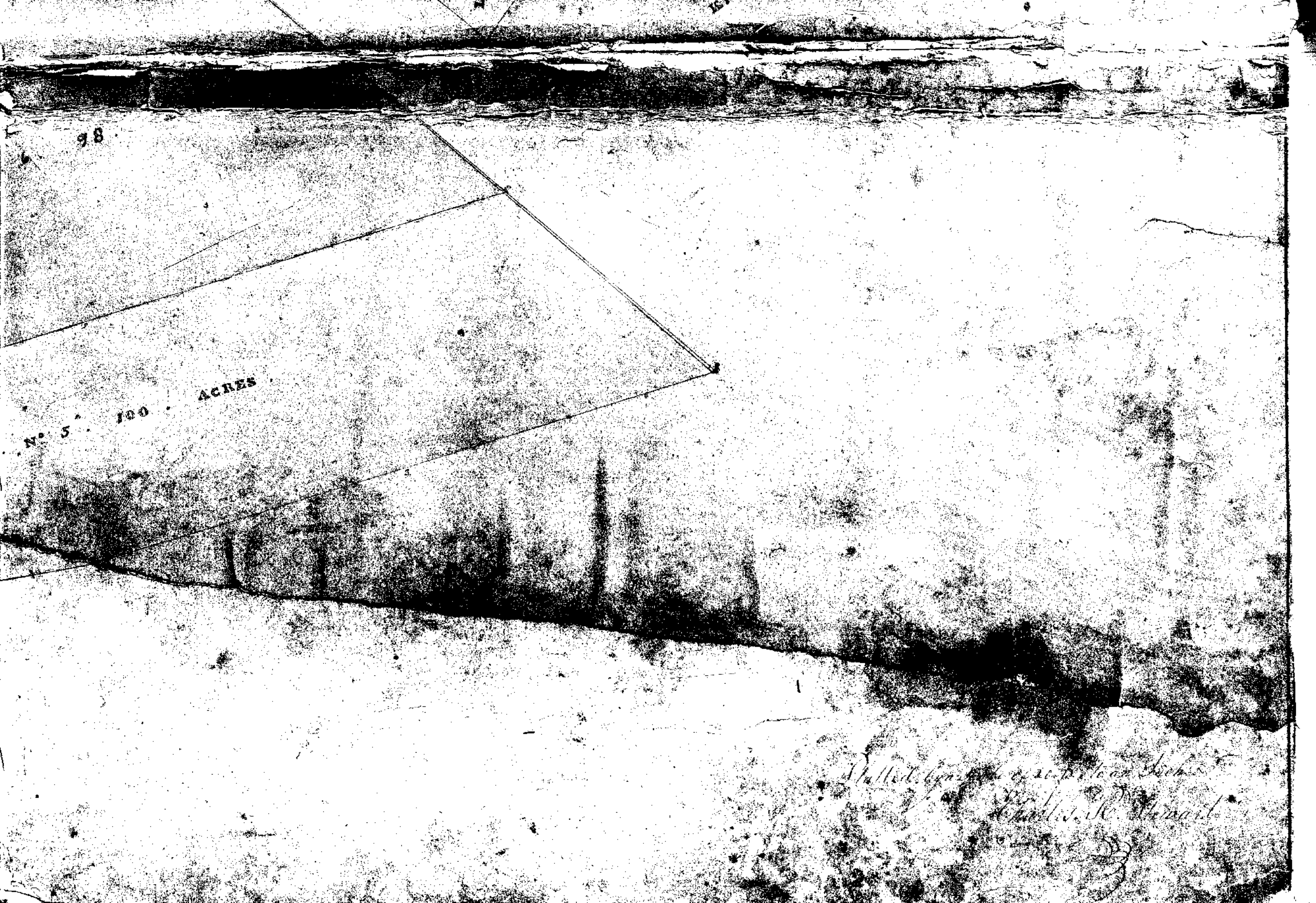
The answer of Rachel Tydings of said County widow of Richard Tydings deceased to the Bill of Complaint of Samuel Ridout Executor of the said Richard Tydings against her and others in this Honorable Court Exhibited.

This Respondent answering the said Bill of Complaint, says that she admits her intermarriage with the said Testator Richard Tydings and his death leaving the Last Will and Testament and the Children and Heirs at Law as stated in the said Bill, but this Respondent as stated also in said Bill and one of its Exhibits hath duly renounced as the Widow of the said Richard Tydings all right and interest and claim Under the said Last Will and Testament and has thereby insisted and does hereby insist that as to her rights the said Last Will and Testament has no effect, and that this Respondent as Widow of the said Richard Tydings is entitled to and now claims one third in specific property of all the personal Estate of the said Richard Tydings as her own absolute property, and upon these her rights any bequest or legacy of freedom or otherwise, to the negroes or others is utterly void and inoperative - and especially this Respondent is advised and will insist that she is entitled to have assigned to her one third in value of the negroes of the said Richard Tydings to be held by her as her own absolute slaves for life. And in ascertaining the one third of the Said negroes this

Respondent will insise that she is entitled to one third also of the negroes stated in the Bill as claimed by the Defendants Purdy and Wife, and Dorsey and Wife.






98
No. 5 . 100 . ACRES

44	S83°.00 E		16
45	S64°.00 E		10
46	S22°.00 E		6
47	S34°.00 E		5
48	S55°.00 W		18
49	S1°.00 E		6
50	S20°.00 E		8
51	S49°.00 E		9
52	S1°.00		20
53	S69°.00 W		19
54	S89°.00 W		6
55	S87°.15 W		16
56	S69°.00 W		8
57	S33°.00 W		14
58	S1°.00		17
59	S1°.00		15
60	S1°.00		14
61	S1°.00		1
62	S69°.00 W		4
63	S1°.00 E		9
64	S12°.30 E		1885
65	S87°.15 W	16	
66	S69°.00 W	8	
67	S32°.00 W	14	
68	S52°.00 W	7	
69	S73°.00 W	11	
70	S67°.00 W	18	
71	S64°.00 W	14	
72	S58°.00 W	16	
73	S27°.00 W	4	
74	S17°.30 E	9	
75	S75°.00 W	21	
76	S81°.30 W	12	
77	S67°.00 W	59	

to the beginning
for 235¼ acres.

A table of courses for the Second Survey

B the beginning

No.	Courses	Ps.
1	S19°.00 W	166
2	S46°.45 E	30
3	S46°.30 E	151½
4	N78°.00 E	24
5	[illegible]	4

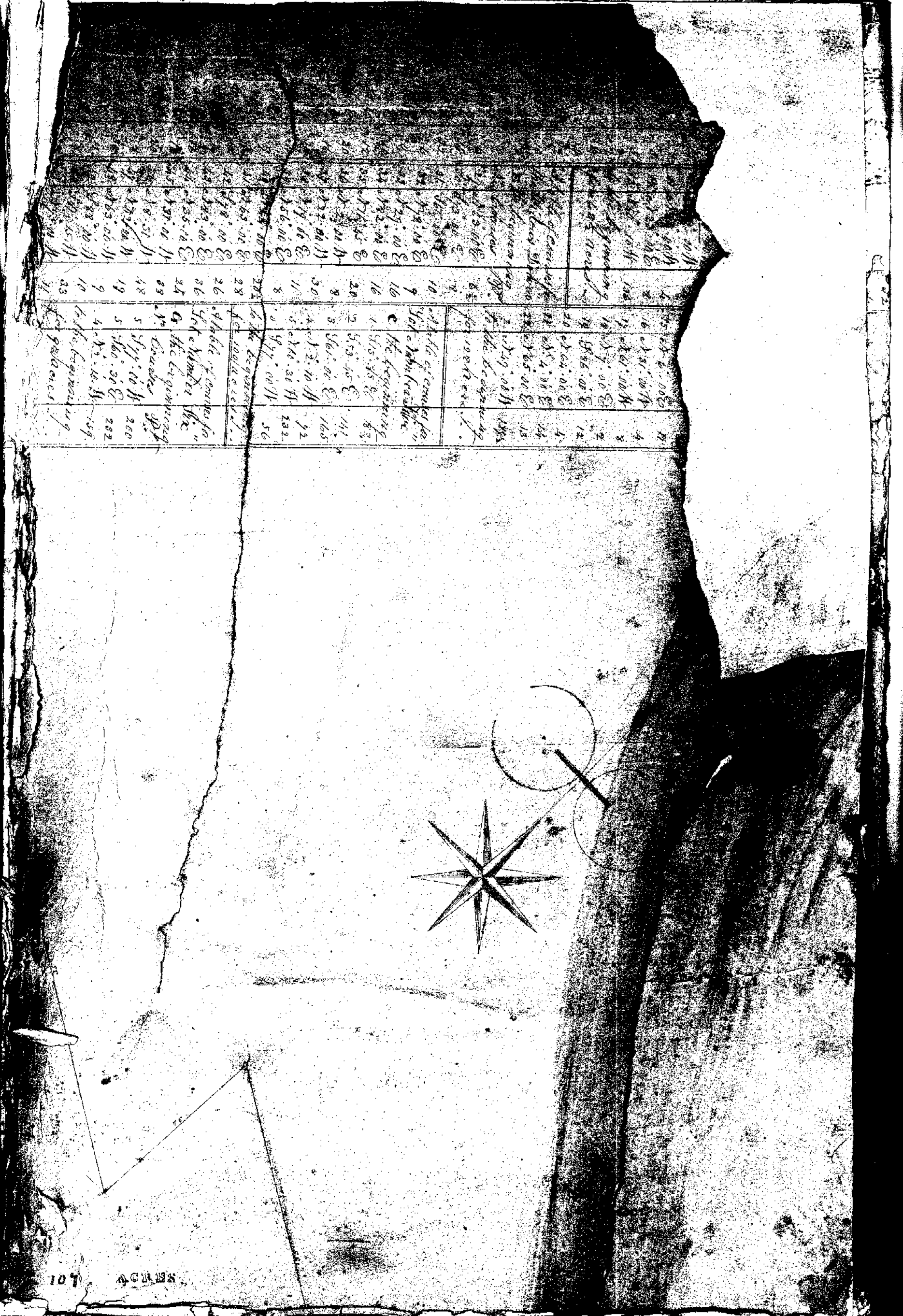
A table of courses for "Lot Number One"

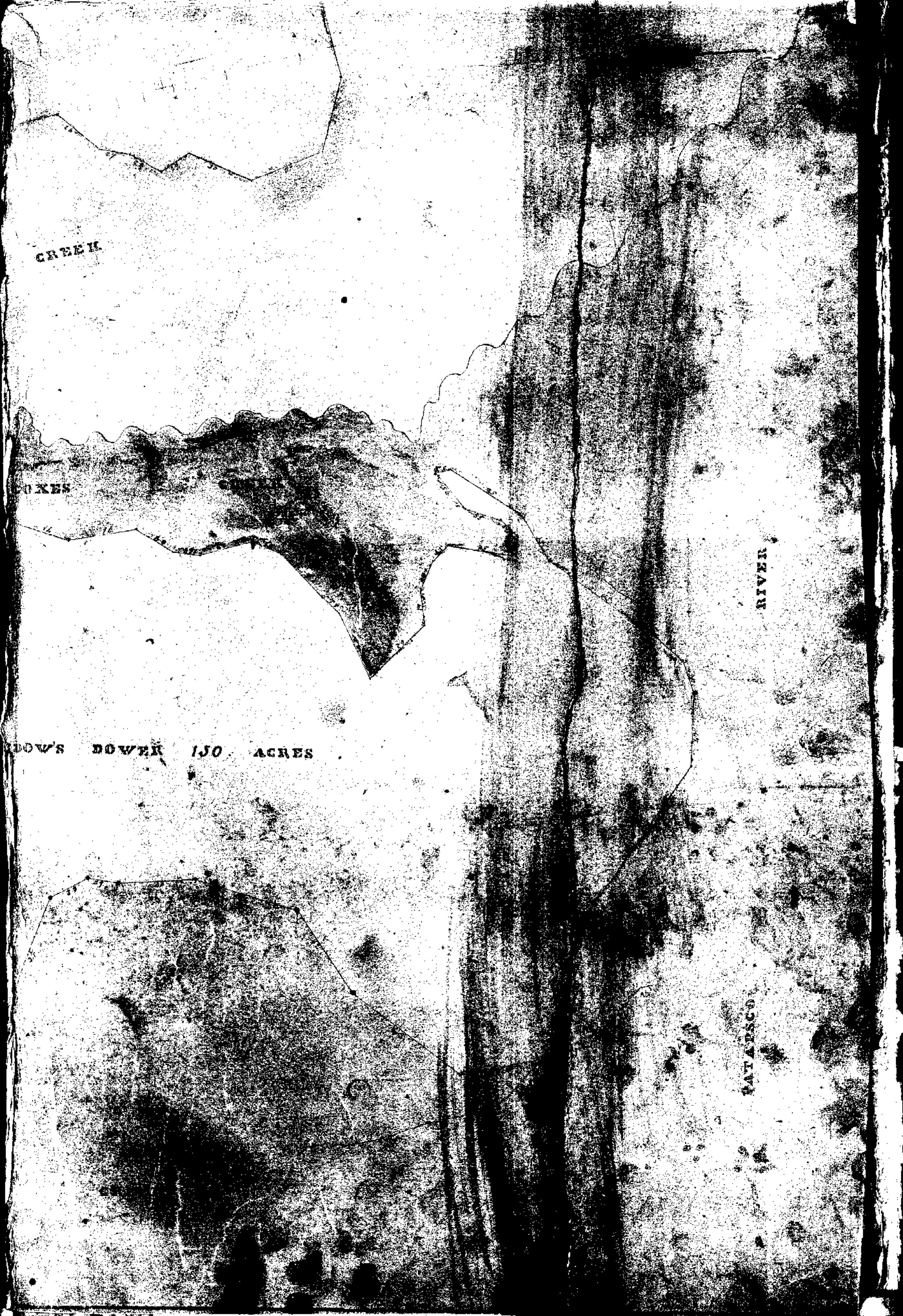
A the beginning

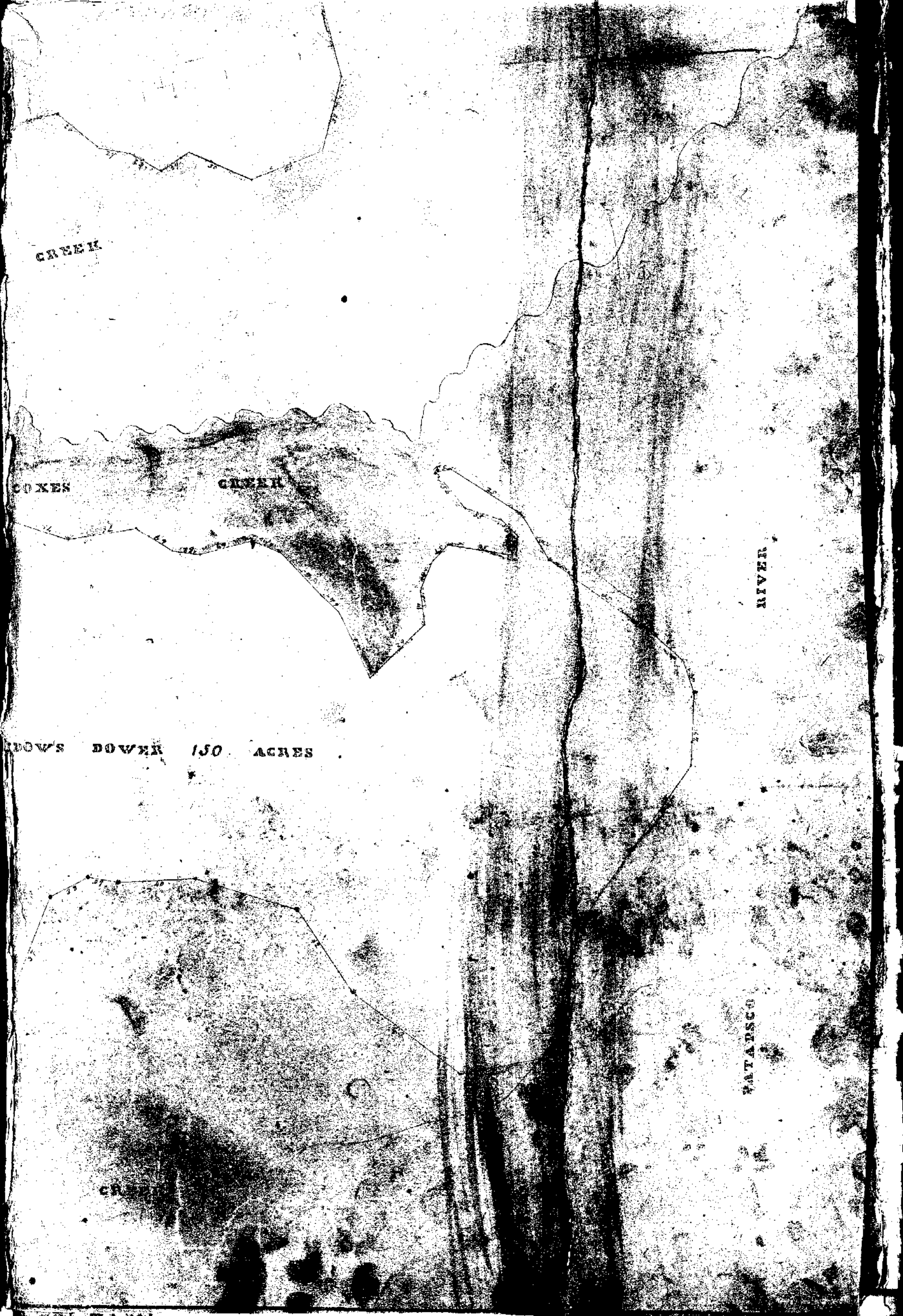
No.	Courses	Ps.
1	S20°.00 W	10
2	S57°.00 E	4
3	S46°.00 E	11
4	S46°.00 E	10
5	S79°.30 E	6
6	N63°.00 E	6
7	S31°.00 E	14
8	S12°.00 E	8
9	S48°.00 W	5
10	S1°.00 W	5
11	S23°.00 E	9
12	S29°.15 E	16
13	S3°.00 E	7
14	S4°.00 W	12
15	S25°.45 W	10
16	S19°.30 W	8
17	S8°.30 E	8
18	S4°.00 E	6

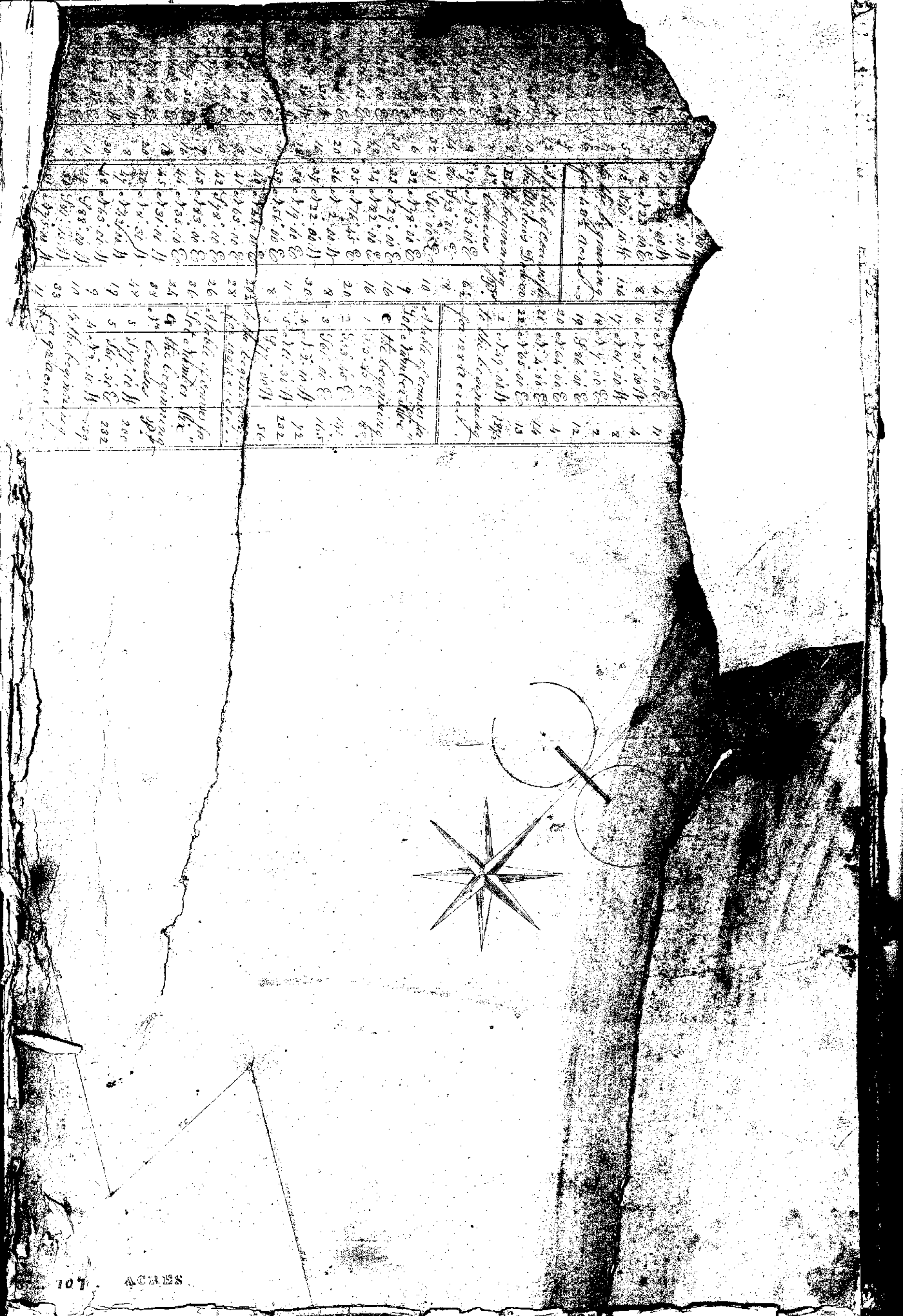
$1\frac{24}{107}/235$

LOT. Nº 2. 491. ACRES.
VERGINES
COTE
ENAES

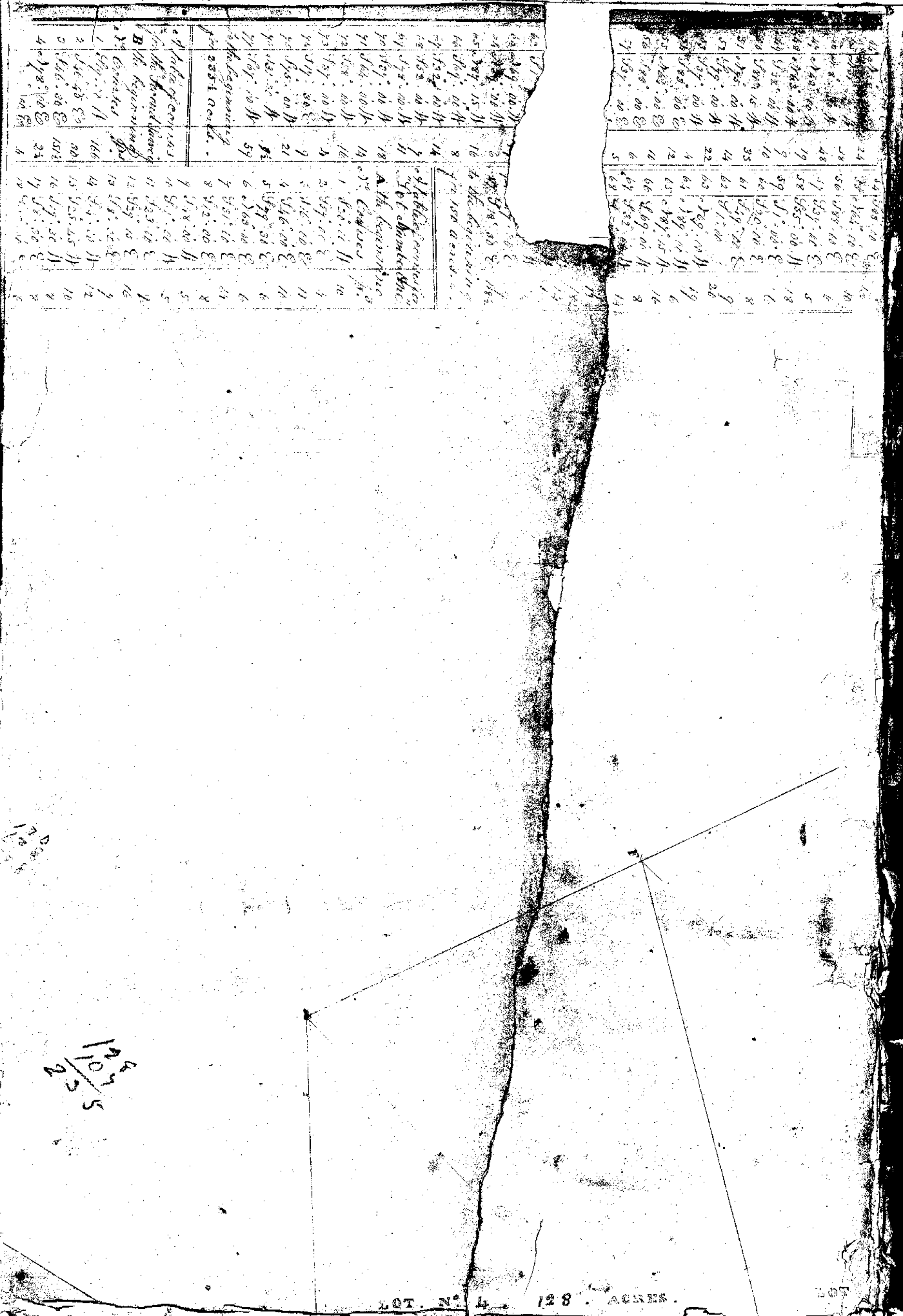



CREEK
OXES
RIVER
DOW'S DOWER 150 ACRES
PATAPSCO


CREEK
COXES
CREEK
RIVER
DOW'S DOWER 150 ACRES
PATAPSCO



107 ACRES


LOT. N° 4. 128. ACRES.
LOT

LOT. N° 2.494. ACRES.
1
VERDINGS
COTE
ENAUD
LOT N° 1.384
CAYETE