12225

Waters, Charles
Louis Gassaway

vs

Elisha, Ephraim, Rebecca, John,
Allen, Evan, Charlotte, Mary
and Sarah Marriott
Charles Griffith & Rachel wife
Ephraim Marriott's Estate

Anne Arundel Co. 1824

Bill, Dft. Decree, Comm. Answer,
Decree, Bond, Trustees Report

Louis Gassaway, Trustee

Recorded in Libe # 129-611

17896-12225

Lancasters Plains
Brooklyn Point
Hammonds Plains

To The Honourable Theodorick Bland Chancellor of Maryland.

Humbly complaining shew unto your Honour your Ora=
=tors Charles Waters and Louis Gapaway that on the Twelfth
day of October in the year of our Lord One Thousand, Eight
Hundred and Twenty two, a Decree was passed by this
Honourable Court in a cause depending therein, wherein
your Orator Charles Waters was Complainant and a
certain Ephraim Harriott of Thos. Thursday County was
Defendant. By said Decree it was directed, amongst other things that the several
tracts or parcels of Land mentioned in the proceedings in said
cause, being part of "Lancaster's Plains," part of "Brooksby's Point"
and part of "Hammond's Plains", should be sold for the pur=
=pose of satisfying a debt which they were mortgaged to secure
due from the said Ephraim Harriott to your Orator Charles
Waters. It was further directed by the said decree that a credit
of One year from the day of sale should be allowed for one half
the purchase money, and a credit of two years for the residue, bond
with approved security being given for the whole amount, with
interest from the day of sale.

Your Orators further represent that your Orator Louis
Gapaway being appointed by said Decree the Trustee for making
sale of the aforesaid land and having executed the bond and given
the notice prescribed by said decree, exposed the said land to public
sale on the Twelfth day of December Eighteen Hundred and
Twenty two, when the same was purchased by the aforesaid Ephraim
Harriott, who gave bond for the payment of the purchase money
with certain William H. Baldwin and Thomas W. Turner as his
sureties.

Your Orators represent that in pursuance of the aforesaid decree
it was stipulated by the said Ephraim Harriott and that one half the purchase money
should be paid by the said Ephraim Harriott on or before the Twelfth

17898 - 12225

ay of December Eighteen Hundred and Twenty three and
the residue thereof on or before the Twelfth day of December
Eighteen Hundred and Twenty four, with legal interest thereon
said purchase money amounting to seventeen Hundred and fifty eight dollars and sixty three cents current money
All which will more fully and at large appear from the
and the bond of the aforesaid Ephraim Mariott and his sureties, now remaining and record in this Court
proceedings in the aforesaid cause, to which your Orators refer
and which they pray may be taken and considered as part of
this their Bill of Complaint.

And your Orators hoped that in pursuance of the terms of said bond of
the aforesaid bond of the said Ephraim Mariott and his sureties, the
said Ephraim would have paid the purchase money for the said land
as he had positively engaged to do; But now so it is may it please your
Honour, that although one half the aforesaid purchase money amounting
to Eight Hundred and Seventy nine dollars and Thirty one cents and a half
together with one year's interest on the whole purchase money, became
due on the Twelfth day of December, Eighteen Hundred and Twenty
three, the same was not paid to your Orators or either of them, and nothing
has been paid on account of said purchase except the sum of Two Hun-
-dred and Seventy Dollars paid to your Orator Louis Gapaway on the
Twelfth day of August Eighteen Hundred and Twenty four by William
H. Baldwin one of the sureties of the said Ephraim Mariott, and your
Orators are well satisfied from the result of repeated applications
for payment which have made by them to the said Ephraim Mariott
and his sureties and to the Defendants hereinafter named that no further
payments will be made on account of the aforesaid purchase, and that
without the interposition of your Honour the aforesaid debt will
be rendered unavailing and your Orator Charles Waters be deprived
of the payment of a just debt.

Your Orators further represent that the said Ephraim
Mariott has departed this life intestate leaving a widow
Sarah Mariott who has since departed this life and the following persons his children and
heirs at Law, to wit Elisha, Sarah, Ephraim, Rebecca, John, Ste-
-ven Charlotte and Mary Mariott and Rachel Griffith wife of Charles
which said Rebecca, John, Steven, Evan, Charlotte and Mary are infants under the age of Twenty one
Griffith, which said children reside in Virginia of the aforesaid

land and refuse to surrender the same to your Orator Louis Gapaway.

All which actings and doings of the said Defendants are contrary to Equity and good conscience and tend to the manifest injury and oppression of your Orators; In tender consideration whereof and forasmuch as your Orators are without remedy in the premises except in this Honourable Court where matters of this nature are properly cognizable and relievable and to the end that the said Defendants may answer the premises as fully and particularly as if the same were hereinafter repeated and they thereto specially interrogated, ~~[illegible]~~ and that ~~[illegible]~~ the said Defendants may be compelled to surrender the possession of the aforesaid land to the said Louis Gapaway, and that he may be authorized and directed to make another sale of the same in order to effect the object of above mentioned decree; and that your Orators may have such further and other relief in the premises as to your Honour may seem meet; May it please your Honour to grant to your Orators the State's writ of Subpoena to be directed to the said ~~[illegible]~~, Elisha Harriott, Ephrain Harriott, Rebecca Harriott, Sophia Harriott, Ellen Harriott, Evan Harriott, Charlotte Harriott ~~[illegible]~~ Harriott and Sarah Harriott and Charles Griffitt and Rachel his wife, all of Anne Arundel County, commanding them and each of them on a certain day and under a certain penalty therein to be limited personally to be and appear in this Honourable Court, then and there to answer the premises and further, to stand to and abide such order and decree therein as to your Honour shall appear agreeable to Equity and good conscience.

And your Orators, as in duty bound, will pray &c.

Addison Ridout

Sol. for Pltf.

Charles Waters and Louis Gapaway

vs

~~[illegible]~~, Elisha Marriott & others.

=

Bill.

Mr Waters,

File this Bill & your Subpoena.

A Redout.

Filed 1 Decr 1824

Subpd

Charles Waters &
Louis Gassaway

vs

Elisha Marriott
Ephraim Marriott
~~[illegible]~~ Littleward
Rachel his wife & others

In Chancery
September Term
1825

The said cause standing ready for hearing and being submitted the Bill answers and all other proceedings were by the chancellor read and considered and the complainants appearing entitled to relief -

It is thereupon this third day of October 1825 by Theodorick Bland chancellor and by the authority of this court adjudged ordered and decreed that the property in the proceedings mentioned shall be sold either at public or private sale for the purpose of discharging the complainants claim with the interest arising thereon together with the costs of this suit. That Louis Gassaway be and he is hereby appointed Trustee to make the said sale and that the course and manner of his proceedings shall be as follows. He shall first file with the Register of this Court a Bond to the State of Maryland executed

17895. 12225

self with a surety or sureties as
by the chancellor in the penalty of Three Thou-
Dollars conditioned for the faithful performan
of the trust reposed in him by this Decree or or
be reposed in him by any future Decree or or
~~the premises~~. He shall then proceed to
make the said sale having first given three
weeks public notice (if at public sale) inside
in such news paper or papers as he may
think proper of the time place manner and
terms of said sale which shall be. cash
to be paid on the day of sale or on the
~~ratification of the~~
And as soon as conveniently may be after
the sale the Trustee shall return to this Court
a full and particular account of his proceedings
relative to said sale with an affidavit of the
truth thereof and of the fairness of the sale
&c. and on the ratification of the sale
and payment of the whole purchase money
(if before) the Trustee shall by a good
deed executed and acknowledged
to Law convey to the purchaser
his heirs and his her or their heirs

the Land to him her or them sold free clear
and discharged from all claim of the Complainant
or of the Defendants and those claiming
by from or under them or either of them.

And the Trustee shall bring into this
Court the Money arising on the said Sale to
be applied under the Chancellors direction
after deducting the Costs of this Suit and
such Commission to the Trustee as the
Chancellor shall think proper to allow on
Consideration of the Skill attention and
fidelity wherewith he shall appear to have
discharged the trust —

Theodorick Bland Jun.

Div. 8

12225

Waters

v

Marriott

Decree 3 Oct. 1825

MARYLAND, sc.

KNOW all men by these presents, that we Louis Gassaway and William Brown of Ben of Anne Arundel county, are held and firmly bound unto the State of Maryland aforesaid, in the full and just sum of Three Thousand Dollars current money, to be paid to the said State of Maryland, or to its certain attorney, or assigns, to which payment well and truly to be made, we bind ourselves, and every of us, our and every of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this Twenty third day of November in the year of our Lord one thousand eight hundred and Twenty five.

WHEREAS the above named Louis Gassaway by virtue of a decree of the honourable the Chancery Court of Maryland has been appointed Trustee to sell the ~~real~~ property ~~situate~~ in the cause of Charles Waters &c ~~&c~~ against Ephraim & Elisha Marriott & others ~~deceased~~.

Now the Condition of the above Obligation is such, that if the above bounden Louis Gassaway do and shall well and faithfully perform the trust reposed in him as the trustee aforesaid, 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 be and remain in full force and virtue in law.

Signed sealed & delivered in presence of Charles Thompson

Louis Gassaway (Seal)

Wm Brown of Ben (Seal)

1789 8- 13225

Trustees Bond

Filed 23 Nov 1825
Bond Velocity approved
24 Nov 1825
Thomas Blanchard Clk