Joseph M. Marshall } No. 129
vs } Equity
Frank Shipley
Ann E. Shipley

Mr. Harwood elk will please enter this cause satisfied, and oblige

Jas. H. Hodges
Sol for Complainant

No 129 Equity
McCorkhall
vs
Shipley

Filed 14. Augt 1843

Joseph M. Marshall vs. Frank Shipley & Ann E. Shipley } Assignee Hodges

Complts Cost

Clerk	$4.28	Rec 2/3 Payment Amy Harwood Cl R
Solicitor	10.00	
Defts Solicitor	10.00	paid G. J. B. H. Wm. Luce
Comm to take testy	4.00	Pd to J. R. Hanson
Costs	$29.08	
Amt debt	300.00	
Int	34.20	
	363.28	
1/2 Com on $363.28	12.39	
Total amt	$375.67	
	293.85	
	$81.82	

2/ $22.39
$11.19

No. 129. Equity

Joseph M Marshall

vs

Frank Shepley
& al

Taxation
of Costs.—

Know all men by these presents that we James H Hodges Dennis C. Thompson all of Anne Arundel County, state of Maryland, are held and firmly bound unto said State in the just and full sum of sixteen hundred 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 12th day of September in the year eighteen hundred and seventy. Whereas by a decree of the Circuit Court for Anne Arundel County sitting in Equity bearing date on the thirty first day of August eighteen hundred and seventy, and passed in a cause in said court, wherein Joseph M. Marshall is complainant, and Frank Shipley, and Ann E Shipley his wife are defendants, the above bound James H Hodges has been appointed Trustee to make sale of the inter-

est of the defendants in certain real estate in the proceedings in said cause mentioned. Now the condition of the above obligation is such that if the above bound James H. Hodges, 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 premisis, 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
Thos P. Gaparway
Jas H. Hodges

Jas H. Hodges (seal)
D. E. Thompson (seal)

Trustees Bond

Approved & filed this
13th Sept. 1870

Spriggs Harwood
Clk

Joseph M. Marshall
vs
Frank Shipley
Ann E. Shipley

No. 129 in Ct. Ct. for A. A. Co. in Equity
July Term 1870

This Case standing ready for hearing and being submitted on the part of the complainant

the Bill, ~~Answers~~, and all the other Proceedings were by the undersigned, one of the Judges of the Circuit Court for Anne Arundel County read and considered.

WHEREUPON it is, on this thirty first day of August in the year 1870 by the undersigned, one of the Judges of this Court and by the authority of this Court, adjudged, ordered and decreed, that ~~the real estate in the proceedings mentioned be sold~~ ~~that the~~ ~~which by mortgages from Frank Shipley & Ann E. Shipley shall on or before the thirtieth day of September next pay or bring into~~ this Court to be paid unto the complainant the sum of Three Hundred dollars with interest thereon from the 15th day of January 1869, together with the complainant's cost of suit, to be taxed by the clerk, that the interest of the ~~Grantors~~ in the mortgaged premises mentioned in the proceedings in this cause be sold.

That James H. Hodges 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~~ agreeably to law in the penalty of Sixteen 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 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 may think proper, of the time, place, manner and terms of sale, which terms shall be as follow: One half of the purchase money to be paid in cash on the day of sale or at the option of the Trustee on the ratification of the sale by this Court, and the residue in six months 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, with security 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 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.

E. Hammond

No. 129. Equity

DECREE
31 August 1870

Memphis Sale

MARYLAND, Sc:

THE STATE OF MARYLAND,

To N. Brewer of John & Henry M Manley.

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 M Marshall

Complainant, and Frank Shipley & Ann E 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 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 anything 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~~ Oliver Miller, Circuit Judge of the Circuit Court for Anne Arundel County, this 26. day of July — Anno Domini, 1870.

Sprigg Harwood
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 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.

No 129 Equity

Joseph M. Marshall

vs. Comm. to take testy.

Frank Shipley & Ann E. Shipley.

Commission and one Exhibit.

The Execution of this Commission will appear by certain Schedules there to attached

H. M. Murray
Comr.

Filed 26. July 1870.
Cost 4.$ Paid by Jno. H. Rogers to Saml. Hopkinson atty of Executor.

At the Execution of the annexed Commission issued out of the Circuit Court for Anne Arundel County Sitting in Equity and to the Standing Commissioners thereby directed Empowering them to Examine Evidences in a certain Cause therein depending Joseph M. Marshall Complainant and Frank Shipley and Ann E. his wife Defendants, the undersigned one of the Commissioners therein named having met at his Office in the city of Annapolis on the 27th day of July in the year 1870 did then and there by order of the Complainants Solicitor proceed to file with the Commission Complainants Exhibit Marked "J. M. M".

There being no witnesses to be Examined and time not being requested for the production of further Evidences the undersigned closed the said Commission and herewith returns the same under his hand and seal this 27th day of July in the year 1870

Chas. Murray (Seal)
Comr.

Joseph M. Marshall
vs
Frank Shipley
Ann E. Shipley

In the Circuit Court for Anne Arundel County in Equity.
July Term 1890

The defendants having appeared to the bill of the complainant, but failing to file their answer thereto It is thereupon on this the 23rd. day of July in the year eighteen hundred and seventy by the Circuit Court for Anne Arundel County sitting in Equity and by the authority of this Court adjudged ordered and decreed that the complainant is entitled to relief in the premises, but because it does not appear to what relief the complaint is entitled it is further adjudged ordered and decreed that a commission issue to the standing Commissioners of the Court to take testimony to support the allegations of the bill

Wm. N. Hayden
Judge of the Ct. Court

No 129. Equity

Interlocutory Decree

Decree July 23.
1870

To the Hon. the Judges of the Circuit Court for Anne Arundel County sitting in Equity.

The bill of complaint of Joseph N. Marshall of Anne Arundel County humbly shows, that heretofore to wit; on the fifteenth day of July in the year eighteen hundred and sixty nine a certain Anne E. Shipley of said county being indebted unto your orator in the sum of three hundred dollars with interest thereon from the fifteenth day of January eighteen hundred and sixty-nine current money, and intending to secure the payment thereof unto your orator did, together with her husband Frank Shipley by their deed dated July the fifteenth eighteen hundred and sixty-nine convey unto your orator all their right title and interest to said in a certain lot or parcel of ground lying in Annapolis city 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 Frank Shipley and Anne E. Shipley to your orator of the aforesaid sum of money with interest

thereon from the fifteenth day of January eighteen hundred and sixty-nine on or before the fifteenth day of January eighteen hundred and seventy - as by a copy of said deed filed herewith as part of this bill will more fully appear.

And your orator charges that no part of the aforesaid sum of money or the interest accruing thereon has been paid to him, although the time limited for payment thereof by the condition aforesaid, has passed and payment thereof has been duly demanded of the said Frank Shipley and Ann E. Shipley. But the whole of said sum of money and interest as aforesaid remains due and owing to your orator.

To the end therefore that the said Frank Shipley and Ann E. Shipley may answer the several matters and things herein before stated, as fully and particularly as if they were herein again repeated and they were thereunto specially interrogated; and that the interest of the said Frank and Ann in the premises aforesaid or so much thereof as may be necessary may be

sold for the 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 honors to grant unto your honor the writ of subpoena against the said Frank Shipley and Ann E. Shipley 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 according as in duty bound

Augustus T. Hodges
Solicitors for Complainants

No. 129. Equity

Joseph M. Marshall
vs
Frank Shepley &
Ann E. Shepley

Mr. Harwood clk will please file this bill & Exhibits and subpoena the defendants.

Acquatt & Hodges
Solicitors for complainants.

Filed 23 March 1870.

U.S. Int Rev 50¢ Stamp
F.S. 15 July 1869

This Mortgage made this fifteenth day of July in the year eighteen hundred and sixty nine, by Frank Shipley and Ann E Shipley of Anne Arundel County State of Maryland witnesseth that in consideration of the sum of three hundred dollars now due from the said Ann E Shipley to Joseph M Marshall, we the said Frank Shipley and Ann E Shipley do grant unto the said Joseph M Marshall all our right title and interest in and to that lot and parcel of ground situated on Second St. in the City of Annapolis, and described in the lease from James D Murray and Elizabeth his wife by their Attorney James R Howison to the said Ann E Shipley bearing even date with this Mortgage —
Provided that if the said Frank Shipley and Ann E Shipley shall pay on or before the fifteenth day of January in the year eighteen hundred and seventy, to the said Joseph M Marshall the sum of three hundred dollars, with interest thereon from the fifteenth day of January eighteen hundred and sixty nine then this Mortgage shall be void. And the said Frank Shipley and Ann E Shipley for themselves their heirs and personal representatives, hereby covenant that they will pay the aforesaid money at the time

stipulated in this Mortgage -

Witness our hands and seals

Test Frank Shipley (seal)

James E Welch Anne E Shipley (seal)

State of Maryland Anne Arundel County to wit

I hereby Certify that on this 15th day of July in the year A.D. 1869, before the subscriber a Justice of the peace of said State in and for the County aforesaid personally appeared Frank Shipley and Ann E Shipley his wife and did each acknowledge the aforegoing Mortgage to be their Act. And at the same time before me also appeared Joseph M Marshall and made oath in due form of law that the ~~consideration in said Mortgage is true~~ and bona fide as therein set forth

James E Welch J.P.

State of Maryland Anne Arundel County Set

I hereby certify that the aforegoing Mortgage is truly taken and copied from Liber S. H. No 3 folio 547 &c one of the land record books of Anne Arundel County

In testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 23d day of March 1870 -

Spriggs Harwood Clk

No 129 Equity

Frank Shipley & wife

To

Josephine Marshall

Copy

Schedule

Filed 23d March 1870

Exhibit J. M. M

Filed with the Commission 27th July 1870

Wm. Murray Clk Comm.

Maryland, Sc.

The State of Maryland,

To Frank Shipley & Ann E Shipley

of Anne Arundel [illegible] NTY [illegible] G:

You are hereby commanded, That all excuse[illegible] you pe[illegible]lly [illegible]ppear before the Circuit Co[illegible] Anne Arundel County, sitting in Equity, to be held at the C[illegible] of Annapolis on [illegible] third MONDAY of April next, to answer the complaint of

Joseph M Marshall

against you in the said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

WITNESS the Honorable OLIVER MILLER, Chief Judge of the said Court, the 1st day of January 1870

ISSUED the 23 day of March 1870

Spragg Harwood
Clk

(Asquith
Hodges)

No 129 Equity

Joseph M. Marshall

vs

Subpa

Frank Shipley &
Ann E. Shipley

int.

Summd
E. W. Duvall
Shff