

October Term 1804

further admit that they together with Charles Still were the children of said Joseph Still and that since the bill was filed Charles Still has died a minor & without issue & They further admit that said Joseph Still died about the time stated & They pray hence to be dismissed with costs & c

Ann Arundel County Court, On the 29th day of June 1804 appeared Abel Still the person by us appointed a guardian to Abel Joseph & Morgan Still and made oath on the Holy Evangelist of Almighty God that the facts stated in the above answer are true to the best of his knowledge recollection & belief. Sworn before us the commissioners named in the annexed commission
Samuel Harrison & William Simmons

Whereupon on the 12th day of November 1804 the Chancellor passed his Decree in the premises in the words following " & "

Jerningham Drury
agt
Abel Still Charles Still
Joseph Still & Morgan Still

In Chancery October Term 1804.
This cause standing ready for hearing and being submitted, the Bill, answer, and other proceedings were by the Chancellor read and considered & The application of the complaint is for a Decree to

enforce the execution of a contract for Land, the evidence exhibited by him in an instrument of writing, stating that whereas Susannah Still is entitled to the benefit of a Judgment for certain Land & c & she binds herself under a penalty to convey to the complainant one half & c & consideration as mentioned in that instrument none appears by the answer to have been by her received and it does not appear that the complainant undertook to do any thing on his part. On what ground then shall this Court decree a conveyance. It is by no means the rule of this Court to enforce a contract as a matter of course. To obtain a decree for that purpose it is necessary to shew that this contract was mutual fair understood by the parties and on a proper consideration. Numerous are the contracts which this Court on application has refused to enforce & And whether or not an agreement in any case shall be enforced is always a matter of sound discretion. No instance can be produced of enforcing a contract like the one in the present instance. But in all such instances the party has been left to his remedy at Law if any he has subject perhaps to the future interference of this Court. It is thereupon by Alexander Coote Stanson Chancellor, and by the authority of this Court adjudged ordered and decreed this twelfth day of November Eighteen hundred and four, that the bill of the complainant be dismissed but without costs
A Stanson Chan^l.

N. B. The Chancellor thinks proper to mention that the remedy if any there be is plain. The compl^t may sue at Law for services & money lent or he may sue on the aforesaid instrument. It is possible that in the present suit he may not have made the best of his case. He has depended on the said instrument and on such answer as he has obtained

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If there were any other proceedings relative to the bond between him and Mr. Mills he ought to have stated them on the papers before the Chancellor it was impossible for him to give a different decision.

Test

Samuel Harvey Howard, Reg. Cur. Can.

John Seward

vs

William M'Keen

Be it remembered that heretofore to wit on the 20th Day of September 1802. Came John Seward by Josiah Bailey Esquire his Solicitor into the State of Maryland Court of Chancery and exhibited therein his Bill of Complaint against William M'Keen in the words following

To the Honorable Alexander Contee Hanson Esquire Chancellor of Maryland
 The Bill of Complaint of John Seward of Dorchester County humbly complaining sheweth that a certain William Marbury by virtue of an Act of Assembly entitled "An Act appointing commissioners to contract for and purchase the lands commonly called the Choptank Indian" on the twentieth day of August in the year of our Lord hundred and ninety nine, did expose at Public sale Lot number two being part of the Choptank Indian Lands aforesaid, at which said sale a certain Samuel White became the purchaser thereof at and for the sum of six hundred & sixty nine pounds & fifteen shillings as by a certificate of the said sale will more fully appear reference being thereto had - And the possession of the said Lot number two part of the Choptank Indian Lands as aforesaid was then and there delivered to and received by the said Samuel White in consequence of the said sale and purchase so made as aforesaid, And your Orator further states and charges that afterwards to wit, on the twelfth day of November in the year of our Lord eighteen hundred the said Samuel White contracted and agreed to sell and did then and there sell to your Orator his heirs and assigns forever in fee simple a part of the said Lot number two contained within the following lines, metes and bounds courses and distances, To wit, Beginning at a small marked cedar on the west of the branch, thence South eighty one degree west ninety and a half perches to a post, then South Seventy three perches to another post, thence South sixty nine degrees west eight perches thence South one degree west one hundred and twenty three perches to a marked post thence East nineteen perches to a post & thence by a straight line to the beginning containing and laid out for twenty four perches acres and one half of an acre of Land for the sum of three pounds Current money of Maryland for each acre of Land, and so pro rata - And your Orator agreed to purchase the same and to pay at the rate of three pounds an acre therefore And your Orator did then and there in consequence of the said contract pay unto the said Samuel White the sum of seventy three pounds thirteen shillings