

March Term 1844

Arundel, as by referenced therunto will more fully appear, To have and to hold the said tract of land called Blountfield as by whatsoever name it may be known and all the right title interest and Estate whether in Law or in Equity of the said Ways and Wanted or of either of them unto the said President Directors and Company of the Farmers Bank of Maryland and their successors forever. And this Indenture further Witnesseth that the said Dennis Ways for and in Consideration of the sum of Five hundred dollars current money to him paid by the said President Directors and Company the receipt whereof he doth hereby acknowledge hath granted bargain and sold unto the said President Directors and Company of the Farmers Bank of Maryland and unto them by these presents doth grant bargain and sell the following Negroes now in the possession of the said Ways to wit, Negro men as follows, George sixty years old, Tom forty six years old Daniel forty four years old, Jack forty seven years old, Peter forty three years old, Jack thirty seven years old, Stephen thirty six years old, Aaron twenty six years old, Jim twenty seven years old Perry thirty three years old, Manacelus twenty three years old, Negro Wives as follows, John seventeen years old Edward seventeen years old, Addison thirteen years old William thirteen years old, Abraham seven years old, Nick twelve years old John seven years old, Jim eight years old, Charles seven years old and Sam and Ben each are ten year old, Negro Women and Girls as follows, Jim fifty five years old, Kelly twenty six years old, Milly twenty five years old, Maria twenty five years old, Hannah Eighteen years old, Harriett seventeen years old, Anne nineteen years old, Amy twenty years old, Margaret and Jack each fifteen years old Anne nine years old Mary thirteen years old, Sophia five years old and Lidia three years old, To have and to hold the said Negroes unto the said President Directors and Company of the Farmers Bank of Maryland and their successors forever provided always nevertheless that if the said Dennis Ways and John Wanted or either of them or the executors administrators or heirs of either of them shall owe and truly pay to the said President Directors and Company the said debt of Five thousand dollars within the period and in the manner herein before stated with all lawful interest and Costs that may accrue thereon by the note aforesaid only any renewal of said note for the debt aforesaid or for any part thereof then and in that case these presents and every matter and thing herein contained shall be utterly null and void otherwise to remain in full force and virtue in Law and Equity.

In Testimony whereof the said Dennis Ways and John Wanted have, each of them hereunto set his hand and affixed his seal the day and year herein first mentioned.

Signed Sealed and delivered in presence
 of (the words he yearly made having
 been first inserted on the first page
 in the seventeenth line
 Th. J. Waters
 William McKein

Dennis Ways (seal)
John Wanted (seal)

State of Maryland Anne Arundel County Sol.

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And the Commissioner aforesaid made returns of his Commission and proceedings under the same in the words following

Maryland, SC

The State of Maryland

To William H. Tuck of Anne Arundel County Greeting

Know, That we have appointed you to be our Commissioner to examine evidences in a cause depending in our high Court of Chancery between Richard Simmons Complainant and John S. Wilson and others Defendants

We therefore require you having first taken the oath herunto annexed and administered the annexed oath to the persons 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 Evangelij 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 high Court of Chancery with all convenient speed. Witness the Honorable Theodorick Bland Esquire Chancellor this 20th day of July Anno Domini 1830

Test Ramsay Waters Reglar Can

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 hereto 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, On this 7th day of August 1830 appears William H. Tuck and takes the above oath before me a Justice of the Peace for Anne Arundel County

Wm. McNeil

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 Commissioner named in the Commission herunto annexed, as far forth as you are directed and employed by the said Commission

September Term 1835

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James Stephenson
vs.
Francis Gordon.

Be it remembered that heretofore to wit on the 27th day of June 1835 came James Stephenson by Otho Scott, Esquire his solicitor, into the court of Chancery of Maryland and exhibited in said court his Bill of complaint in the words following To the Honorable Theodorick Bland, Chancellor of Maryland.

Your orator James Stephenson of Harford County humbly complaining shews to your Honor that on the eighth day of May in the year eighteen hundred and thirty one a certain Francis Gordon of Cecil County was indebted to your orator in the sum of one thousand dollars and to secure the payment thereof with the interest or on before the fourth day of April in the year eighteen hundred and thirty two executed a deed of mortgage bearing date on the said first day of May in the year eighteen hundred and thirty one by which he conveyed to your orator the real estate in said Deed of mortgage described as by reference to said deed of mortgage hereafter to be exhibited and which when exhibited your orator prays may be taken and considered as part of this bill of complaint: Your orator further shews that the said Francis Gordon hath not paid the said sum of money so due to your orator as aforesaid, or any part thereof although the time limited for the payment of the same hath long since elapsed: Wherefore your orator prays that the said Francis Gordon may answer the premises upon his Oath and that the equity of redemption of the said Francis Gordon in and to said mortgaged premises may be forever foreclosed, and that your Honor will order and decree that the said mortgaged premises be sold for the payment of the debt due as aforesaid to your orator: And your orator prays that subpoenas may issue directed to said Francis Gordon commanding him to be and appear before your Honor and answer the premises, and that such other and further relief may be granted to your orator in the premises as to your Honor shall seem consistent with the Equity and good conscience, and your orator will ever pray &c.

Otho Scott, Sol^r for Compt.

And thereupon subpoena was issued accordingly: And afterwards on the 27th day of September 1835 the said Defendant Francis Gordon filed in the cause his answer in the words following.

To the Honorable Theodorick Bland, Chancellor of Maryland.

The answer of Francis Gordon to the Bill of complaint of James Stephenson, this defendant for answer to said Bill of complaint saith that he admits it to be true, that he was indebted to the Complainant in the sum of money stated in the said Bill, and that to secure the payment thereof he executed to the said Complainant a Deed of mortgage on the Real Estate mentioned in said Bill: This defendant further answering saith that he admits it to be true as stated in the said Bill that he hath not paid to the said Complainant the said sum of money so due or any part thereof; but the whole remains due with the interest arising thereon - and this Defendant submits to such Decree in the premises as may be consistent with Equity.

Otho Scott, Sol^r for Compt.

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Gordon before me the subscribed a Justice of the peace for the county aforesaid and made oath that the facts stated in the foregoing answer are true as therein stated to the best of his knowledge and belief I swore before

William M. Reid.

And then upon the Chancellor's passed his Decree in the said cause in the words following

James Stephenson

vs

Francis Gordon

In Chancery, September Term 1835

This cause standing ready for hearing and being submitted the Bill answered and all other proceedings were by the Chancellor read and considered - It is thereupon this 25th day of September 1835 by Theodorick Bland Chancellor and by the authority of this Court adjudged Ordered and Decreed that unless the defendant shall before the twenty second day of October next pay to the complainant or bring into this Court to be paid to him the sum of One thousand dollars with the interest arising thereon as stated in the proceedings together with the costs of this suit the mortgage property in the proceedings mentioned shall be sold, that Otho Scott of Guilford County be and he is hereby appointed Trustee to make the said sale and that the venue and manner of this proceedings shall be as follows: He shall first file with the Register this Court a Bond to the State of Maryland executed by himself with a surety or sureties to be approved by the Chancellor 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 further Decree or Order in the premises: He shall then proceed to make the said sale having first given three weeks public notice inserted in such newspapers or papers as he shall deem proper of the time place manner and terms of said sale which shall be for cash to be paid on the day of sale or on the ratification thereof. And as soon as conveniently may be after the sale the Trustee shall return to this Court a full and particular account of his proceeding relative to said sale with an affidavit of the truth thereof and of the fairness of the sale annexed - And on the ratification of the sale and payment of the whole purchase money (and not before) the Trustee shall by a good Deed to be executed and acknowledged agreeably to law convey to the purchaser or purchasers and his heirs or assigns the property to him or them sold free clear and discharged from all claims of the complainant or of the defendant 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 with which he shall appear to have discharged his trust -

Theodorick Bland, Ch.



September Term 1842

The President Directors and
Company of the Farmers Bank
of Maryland

vs
Jonas Green and Mary, his wife
William S Green and James
Iglehart

Be it remembered that heretofore to wit on the
fourteenth day of April in the year of our Lords
thousand Eight hundred and forty one came
the President Directors and Company of the
Farmers Bank of Maryland by its solicitor Alexan
Randall Esquire into the Court of Chancery of the
State of Maryland exhibited therein its Bill of
Complaint against Jonas Green and Mary his wife

and William S Green and James Iglehart in the words following to wit,
To The Honorable Theodorick Bland Chancellor of Maryland,

The Bill of Complaint of the President Directors and Company
of the Farmers Bank of Maryland respectfully states that on or about the eighteenth
day of August in the year Eighteen hundred and thirty five Jonas Green of the City of
Annapolis being largely indebted to your Orator on several promissory notes drawn by
him and endorsed by William S Green of said City and others which had been discounted
by your Orator for the benefit of the said Jonas Green viz (one note for seventy dollars, one
note for one hundred and fifty dollars, one note for three hundred dollars, one note for
one thousand dollars, one note for thirteen hundred and fifty dollars and one other
note for three hundred dollars amounting in the whole to the sum of thirty one hundred
and seventy dollars did in order to indemnify and save harm to the said William
S Green for and on account of his aforesaid endorsement on the said notes and on any
renewals thereof or on any substitutes therefor together with his wife Mary Green consent
to the said William S Green his heirs and assigns forever a lot of Ground and premises
lying in the said City of Annapolis and as which is erected a Brick House beginning
for the same at a stone now planted at the intersection of the public Circle upon East
Street and running down said Street one hundred and twenty feet to the intersection
of Charles Hanshaws lot thence running across in a northerly direction bounding
a pass and running with the said Charles Hanshaws lot to the line that now divides the
lot upon which the dwelling House of the said Jonas Green now stands thence westwardly
with the line aforesaid to the public Circle thence with and binding on the public Circle
to the first beginning together with the Buildings improvements and appurtenances thereto
belonging as will more fully appear by reference to an authenticated Copy of the deed
hereinto filed marked Exhibit A which with your Orators other exhibits they pray
maybe taken as parts of this their Bill of Complaint.

That the said promissory notes
were by the said Jonas Green renewed indorsed by the said William S Green and dis-
counted by the Complainants until the last renewals therefor or substitutes therefor were
all protested as will appear by exhibits hereinto filed marked B C D E and F
being copies thereof.

That afterwards your Orator instituted suits on all the said notes
against all the parties thereto viz the said Jonas Green William S Green and
Richard M Chapo who had become the last endorser on four of said notes and
recovered judgments in Anne Arundel County Court at the April Term of
the year Eighteen hundred and thirty nine as will appear by short Copies thereof
heretofore filed marked exhibits G H I K and L.

That all the said notes the judgments
interest and Costs are still due and owing to your Orator by the said Jonas

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Judgments petitioned for the benefit of the Insolvent Estates of this State and was discharged thereunder after conveying all his estate and effects to James Eaglehart as his Trustee who duly qualified as such and took upon himself the discharge of the duties thereof, that said Charles afterwards died intestate and without leaving any property and that there hath been no administration on his Estate nor any reliance to be had your Orators are advised they are entitled to have the aforesaid Lot and Premises sold and the proceeds thereof applied towards the payment of the said Judgments and interest and Costs in order to that a debt be generated and discharged (the said William & Green and pass him harmless as provided for in the said deed) but it was much as your Orators are remediless in the premises without the aid of his Honorable Court to the end therefore that the said Lot and Premises may be sold for the payment of the said Judgments principal interest and Costs and that your Orators may have such (other and further relief and their case and Equity requires -

May it please your Honor to grant unto your Orators the State of Maryland writ of Subpoena directed to the said Jonas Green and Mary Green his wife William Green and James Eaglehart all of the City of Annapolis commanding them and each of them to be and appear in this Court in person or by solicitor and answer the premises and their cause if any they have why a decree should not be passed as prayed and as is duty &c,

A. Randall for Comfets,

Exhibit A

This Indenture made this Eighteenth day of August in the year of our Lord Eighteen hundred and thirty five Between Jonas Green and Mary Green his wife of the City of Annapolis in Anne Arundel County and State of Maryland of the one part and William L Green of the City County and State aforesaid of the other part Whereas the said William L Green stands bound to the President Directors and Company of the Farmers Bank of Maryland as endorser for the said Jonas Green on certain promissory notes negotiated and discounted in the said Bank for the benefit and accommodation of the said Jonas Green which notes are of the date upon the terms and for the sum falling due to the said Jonas Green on the sixteenth day of June Eighteen hundred and thirty five payable sixty days after date to the said William L Green and endorsed by the said William L Green and one John C Watkins for seventy dollars, one note dated the twenty second day of June Eighteen hundred and thirty five payable sixty days after date to the said William L Green and endorsed by the said William L Green and one Richard M Chase for one hundred and fifty dollars one note dated the Eighth day of July Eighteen hundred and thirty five payable sixty days after date to the said William L Green and endorsed by the said William L Green for thirteen hundred and fifty dollars, one note dated the thirteenth day of July Eighteen hundred and thirty five payable six months after date to the said William L Green and endorsed by the said William L Green for three hundred dollars, one note dated the fourteenth day of July Eighteen hundred and thirty five payable ninety days after date to the said William L Green and endorsed by the said William L Green and Richard M Chase for one thousand dollars and one note dated the twenty ninth day of July Eighteen hundred and thirty five payable sixty days after date to the said William L Green and endorsed by the said William L Green and Richard M Chase for three hundred dollars, and whereas the said Jonas Green

September Term 1842

Mary Green for and in consideration of the above recited premises and of the sum of dollars current money of the United States to them in hand paid by the said William J Green at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained sold released conveyed and confirmed and by these do give grant bargain sell release alien convey and confirm unto the said William J Green his heirs and assigns forever all that Lot of ground lying and being in the City of Annapolis which was heretofore by deed bearing date the thirty first day of August in the year of our Lord one thousand eight hundred and thirty three duly executed acknowledged and recorded in Libers M & G N^o 18 folio 201 one of the land record books of Anne Arundel County conveyed by the said Jonas Green to the said William J Green in trust for the said Mary Green to have and to hold the said lot of ground with the appurtenances and improvements thereon to the said William J Green his heirs and assigns forever unto his and their only proper 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 of the parties hereunto that if the above named Jonas Green do and shall at all times hereafter indemnify and save harmless the said William J Green his heirs Executors and administrators against all loss damage or injury which he or they may or shall sustain by reason of his endorsements of the herein before mentioned promissory notes or either of them or any renewal or substitute for the same or any or either of them then this indenture and every thing therein contained shall cease and be utterly void otherwise to hold and remain in full force and virtue in Law

In Witness whereof the said Jonas Green and Mary Green his wife have hereunto set their hands and affixed their seal the day and year first herein before written,

signed sealed and delivered
in presence of
Francis M Parboe
William McPhie

J Green
M Green

On the back of the aforesaid was thus written to wit:
Anne Arundel County to wit.

Be it remembered that on this 18th day of August 1842 personally appears Jonas Green and Mary Green his wife before the subscribers his justices of the peace of the State of Maryland in and for the said County and do acknowledge the foregoing deed or instrument of writing to be their act and deed, and the said Mary Green wife of the said Jonas Green did sign and seal the said deed or instrument of writing before and in the presence and hearing 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 said voluntarily and freely and without being induced to do so by fear or threats of ill usage by her husband or by fear of his displeasure doth declare and acknowledge that she doth execute and acknowledge the same voluntarily and freely and without being induced to do so by fear or threats of ill usage by her husband or by fear of his displeasure and we further certify that we are satisfied of our own knowledge that Jonas Green and Mary Green his wife acknowledging as aforesaid are the same persons named and described as and professing to be parties in said deed.

Acknowledged before and Certified by,
Francis M Parboe, William McPhie

Anne Arundel County to wit,

Shereby certify that the foregoing deed is a true Copy taken from Libers M & G N^o 2 folio 169 one of the land record books of Anne Arundel County

December Term 1832

further sale &c. &c.

J. J. Speed }
Th: S. Alexander } Trustees

Upon the which the Chancellor ordered as follows
In Chancery 30th Dec^r 1832

Ordered that the said Trustees forthwith proceed to make sale for cash and in other respects according to the terms and directions of the said Decree the residue of the estate claimed by the said Robert A. Shipley deceased, as prayed by the aforesaid Petition

and afterwards on the 17th day of February 1834 the said Trustees filed in the cause a report in the words following

Welch }
as } In Chancery
Shipley }

The undersigned Trustees to make sale of the real estate of R. A. Shipley deceased.

Respectfully report to his Honor the Chancellor that in pursuance of the Decree and order of the court in this case they proceeded to advertise for three successive weeks in the Baltimore Republican the interest of the said R. A. Shipley in that part of a tract of land called "Mount Pleasant" enlarged lying in Anne Arundel County to be sold on the exchange in the City of Baltimore on the 14th day of February Instant at 12 o'clock, Meridian, of that day. That on the said day or the said day and at the said hour and place they exposed the said property at public sale, that Reptor D. Welch became the purchaser thereof, he being the highest bidder at and for the sum of twenty dollars (\$20). and they further report that the expenses of said sale have been as follows: viz: To Printers \$5.75 - Auctioneer 5⁰⁰ - Exchange Charge 5⁰⁰ } \$11.75

J. J. Speed - Th: S. Alexander } Trustees
Baltimore City Sec. on this 14th day of February 1834 personally appeared before me, a Justice of the peace, Joseph J. Speed and made oath that the facts stated in the above report are true to the best of his knowledge and belief, and that the said sale was fair

Sam. Furviance
Anne Arundel County to wit - on this 17th day of February 1834 Thomas S. Alexander one of the Trustees named in the decreed paper in the within mentioned cause appeared before me a Justice of the peace for said County and made oath that the sale within reported was conducted by his Co Trustee Joseph J. Speed and he believes that the matters and things stated in said report are true

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and the sale therein reported was fairly made to the best of his knowledge and belief
William M. Meier

Upon which report the Chancellor ordered as follows
In Chancery 17th February 1834

Ordered that the sale made and reported by Joseph J. Speed and Thomas S. Alexander Trustees for the sale of the estate of Robert A. Shipley deceased be ratified and confirmed unless cause to the contrary be shown on or before the 17th day of April next, provided a copy of this order be inserted in some news paper once in each of three successive weeks before the 17th day of March next - The report states the amount of sales was Twenty Dollars

Theodorick Bland Ch.
And afterwards on the 5th day of March 1834 the aforesaid Commissioner John Hanan made return of his said commission and his proceedings under the same as follows
Maryland, D.C. The State of Maryland,

To John Hanan of Baltimore County greeting:
Know that we have appointed you to be our Commissioner, to examine evidences in a cause depending in our high Court of Chancery, between Elias Shipley & others complainants, and Reptor D. Welch & others Defendants, We therefore require you, having first taken the oath hereunto annexed, and also administered the annexed oath to the persons 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 Evangel 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 vacation 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 High Court of Chancery, with all convenient speed. Witness the Honorable Theodorick Bland, Esquire Chancellor, this 26th day of December Anno Domini 1833 Test Ramsay Waters Reg. Cur. Bar.

Commissioners Oath:
You shall according to the best of your skills 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