

9817

Mc Connell, Wm E.
Marcellus Keene

ⁱⁿ
Himmel Godwin
Alex, Ann M., Mary E. Cyrus Seth
James G. Seth Estate

Caroline County 1824

Bill, Exhibits, Answer, Comm.
Decees. Bond. Trustees Report
Auditors Report

Philemon B. Hopper, Trustee

Recorded in Liber * 133-363

James D. Bell

26

William E. McDonnell
& Marcus Jones

Copy, Mortgage Book

Check Money \$1.50
Outgoing & other 40

\$1.95

Exhibit A

Dec 13 July 1824

Caroline County to wit, Be it remembered that on this twenty eighth day of September
in the year of Our Lord One thousand eight hundred and twenty seven William
E. Allison of the City of Baltimore and Maryland & all property
Marcellus Keene of the County and State of Maryland a Deed of Mortgage, with two indorsements
thereon were presented to have the same enrolled amongst the Records of Caroline County and
on the same day and year aforesaid the same Deed and indorsements were enrolled as fol-
lows to wit: This Indenture made this twenty sixth day of September in the year of Our Lord
One thousand eight hundred and twenty seven James G. Little of Caroline County
in the State of Maryland of the one part and William E. Allison of the County and State of
Maryland & Marcellus Keene of Baltimore in the State aforesaid of the second part; Whereas by an Inden-
ture of lease bearing date on or about the twenty seventh day of April in the year of Our Lord
One thousand seven hundred and eighty four and duly recorded amongst the Records of
Caroline County aforesaid Philomora Downey and Elizabeth his wife and Henry Downey
and Marigand his wife did demise grant and to firm let to a certain Caleb Dickells
his executor administrator or assigns a certain piece of ground thereby described with the
appurtenances lying in Caroline County aforesaid for and during and unto the full term
and term of Ninety nine years then next ensuing upon the terms and conditions therein
mentioned as by reference to the said Indenture will more at large appear, and whereas
also the said Philomora Downey and Elizabeth his wife by one other Indenture of lease
bearing date on or about the fifth day of April in the year of Our Lord One thousand seven
hundred and ninety and duly recorded amongst the said Records of Caroline County
aforesaid, did demise grant and to firm let to John Bond his Executor administrator and
assigns one other piece of ground particularly described in the said Indenture, with the
appurtenances situate and lying in Caroline County aforesaid for and during and unto
the full term and term of Ninety nine years then next ensuing upon certain terms and
conditions in the said Indenture contained as by reference to the said Indenture will
fully appear, both the whole pieces of ground and premises so as aforesaid described have by sin-
gly assignment become the property and estate of the said James G. Little and whereas
the above named William E. Allison and Marcellus Keene as the trustees of the said
James G. Little ^{and his heirs together with the said James G. Little} in a bond for George Dickells of the City of Baltimore and Henry Downey
of Caroline County, in the several sum of twelve hundred pounds with a Condition there-
under written for the payment of the sum of Six hundred pounds current Money with
Interest thereon on the several days and in the manner therein mentioned, as by the said
Bond bearing date the twentieth day of February Eighteen hundred and twelve and the
conditions thereof will appear and whereas the said principal sum of Six hundred pounds
and also several years interest thereon is now due and owing from the said James Little
and his assigns, And the said James G. Little is willing to execute these presents to indem-
nify and save harmless the said William E. Allison and Marcellus Keene from all
loss or damage which they may sustain by reason of the said surety ship, Now this
Indenture witnesseth, that the the said James G. Little in consideration of the sum
above in part recited, and also in consideration of the sum of One dollar current Money
in hand paid before the sealing and delivery hereof the receipt whereof is hereby acknow-
ledged hath granted, bargained sold assigned transferred and set over And by these pre-
sents doth he grant bargain sell assign transfer and set over unto the said William
E. Allison and Marcellus Keene their executor administrator and assigns all and
singular the said two several Lots or pieces of ground and premises above mentioned
to have been demise as aforesaid in and by the said two Indentures of lease above in
part recited, Together with all and singular the houses buildings improvements and appur-
tenances respectively thereto belonging, or in any way appertaining, And all the whole
Right title and interest of the said James G. Little, And the heirs of James G. Little to come and
have paid of in and to said Lots or pieces of ground or either or any part or parts of them

To Have and to hold, the same unto the said William E. Allison and Mary
Elly Reed their exors, admors, and assigns for and during the residue and
remainder yet to come, and every piece of the said two several terms of Ministry, Minors,
so as aforesaid granted. And the said William E. Allison and Mary Reed
for themselves their heirs, exors, and admors, and every of them, do Covenant pro:
mised and agree to and with the said James G. Little his exors, and admors, that
~~the~~ the said William E. Allison and Mary Reed their exors, admors, and assigns
or some of them, shall and will from time to time, and at all times hereafter for and during
the remainder of the said two terms yet unexpired, pay the Rent reserved in and by the said
above recited indenture, and perform all and singular the Covenants and agreements to be
performed on the part of the Tenant or Tenants as contained in the said Indenture and each
of them. Provided always, and it is hereby declared to be the true intent and meaning
of these presents, and of the parties hereto that if the said James G. Little, shall will and lawfully
sever his lands and indemnify the said William E. Allison and Mary Reed and
each of them their heirs, exors, and admors, and their and every of
their goods and Chattels, lands and tenements of and from all damage done and done off
Money Costs and Charges whatsoever, which they or any of them, shall at any time or times
hereafter sustain or be put to by reason or means of the said Mary Reed and William
E. Allison, then being bound together with the said James G. Little in the said above
in part recited Bond or obligation, These things Indentured and every Matter and thing herein
in Contained shall cease and be utterly Null and Void any thing to the contrary thereof
in anywise notwithstanding. In Witness whereof the parties hereto have respectively
subscribed their names and affixed their seals the day and Year first above written.

James G. Little, (Seal) William E. Allison (Seal) Mary Reed (Seal)
Signed sealed and delivered in pursuance of the words 'demands' between the 26th and 27th days of the
first page, and the words, 'as by the said Bond, bearing date the nineteenth day of February
Eighteen hundred and twelve and the condition thereof will appear' between the 34th
and 35th lines of the same page being first intimated Andrew S. Green, Henry Mudd, Witnesses,
at the signing by Mary Reed Isaac J. Smith Witnesses Samuel W. Whitlock
Maryland Caroline County, Va.

But Reminding that on the twenty first day of
September in the year Eighteen hundred and twenty, before the Subscriber two parties
of the record of the State of Maryland for Caroline County, Personally appeared the above
named James G. Little and acknowledged the foregoing Deed as his husband of writing
to be his act and deed, and the lots or pieces of Ground and premises therein mentioned
and thereby bargained sold and transferred to the the right and Estate of the co-tenants named
William E. Allison and Mary Reed their exors, admors, and assigns.

Subscribed and certified by Andrew S. Green, Henry Mudd,

True Copy Test. J. Richardson Clerk

State of Maryland Caroline County to wit:

Shereby certify that the foregoing Copy of a Deed is truly and faith
fully taken and copied from Liber J. R. No. N. folios 120. 121 &
122, one of the Land record Books for Caroline County

In Testimony whereof I write subscribe my name & affix the
Public seal of my Office this 26th day of April, Anno Domini 1824
J. Richardson Clerk of
Caroline County Court

To the Honble The Chancellor of Maryland

Humbly complaining sheweth unto your Honor your
Orators William E Macconkin of Queen Anne's County
and Marcellus Keene of the City of Baltimore that on or
about the twentieth day of February in the year of our Lord
one thousand eight hundred and twelve your Orators as
the Executors of James L. late of Caroline County
deceased became bound to George Daskie of the City
of Baltimore and Henry Downer late of Caroline County
now deceased in a Bond or obligation bearing date the
day and year aforesaid conditioned for the payment of
the sum of 14 hundred pounds with interest thereon
in the manner and on the days limited in the said
Bond, that on or about the twenty first day of September
in the year one thousand eight hundred and twenty the
said principal sum and a large amount of interest
still remaining due on the said Bond the said James
L. late for the purpose of indemnifying your Orators of and
from all loss or damage which they might sustain by reason
of the said Security, did, by deed of bargain and sale
bearing date on the day and year aforesaid (duly executed
and acknowledged, and recorded amongst the land records
of Caroline County) make between the said James L.
late of the one part and the said William E Macconkin
and Marcellus Keene your Orators of the second part,
said bargain sell release and confirm of his transfer
and yet over unto your said Orators their Executors Admin-
istrators and assigns all the unexpired term of years and all
the estate right title and interest of the said James L. late
of his and to all that certain piece of ground and premises
mentioned and demised in and by an Indenture of lease
made by and between Philemon Downer and Elizabeth his
Wife and Henry Downer and Margaret his Wife of the one
part and Caleb Dickette of the other bearing date the twenty
seventh day of April in the year of our Lord one thousand seven

hundred and eighty four and duly recorded amongst the land records of Caroline County and also all that other piece of ground and appurtenances lying in said County which was mentioned and demised in an Indenture of Lease made between the aforesaid Philemon Downer and Elizabeth his wife of the one part and John Corie of the other part bearing date on or about the fifth day of April in the year of our Lord one thousand seven hundred and ninety and duly recorded amongst the land records of Caroline County aforesaid and which said two pieces or parcels of land and premises by several successive conveyances had become the property and estate of the said James G. Settle to have and to hold the said two pieces or parcels of land and premises unto your said Orators their executors administrators and assigns for and during the residue and remainder yet to come and unexpired of the said several terms created in and by the said two Indentures of Lease provided always and the said said or Indenture was declared to be to the intent and meaning that if the said James G. Settle should well and truly save harmless and indemnify the said William C. McConickin and Marcellus Keene and each of them and their and each of their heirs executors and administrators of and from all damages sum and sum of money costs and charges whatsoever which they or either of them should or might at any time or times thereafter sustain or be put to by reason or means of ^{your} said Orators being bound as Guaranties for the said James G. Settle in the said Bonds or obligation, then the said Indenture and every matter and thing therein contained should cease and be void any thing therein contained to the contrary notwithstanding as in and by the said said or Indenture ~~was~~ ^{is} authenticated copy whereof is herewith filed marked Exhibit A and prayed to be taken as part of this Bill of Complaint will fully and at large appear. Your Orators further represent that Henry Downer one of the persons to whom the said obligation was given as aforesaid ^{having died} with thereon were brought against your

Orator separately by George Sackville the surviving obligee
and judgments have been obtained in Green Anne County
Court in said suits and affirmed on appeal to the Court
of Appeals for the Eastern Shore and that divers large sums
of money have been paid by your orator in full discharge
of the said judgments and that your orator William E
Malconskin is now under execution for the balance
due on said judgments - your orator further represents
that the said James H Sitts lately departed this life
intestate leaving the following persons his children and
their at law to wit Alexander Sitts, Ann Maria Sitts
Mary Ellen Sitts and Agnes Sitts all of whom reside in
Caroline County and all of whom are Infants unem-
anaged and that Kimball Godwin of Caroline County
has been duly appointed Administrator of the said
James H Sitts deceased and your orator had well hoped
that the said Administrator would have paid and satis-
fied to your orator the sum advanced and paid by them
as aforesaid as also the balance still due and unpaid
to the said George Sackville, but now to it is may it
please your Honor that the said Administrator pretending
and alleging that he has not in his hands as to whom with
to pay and discharge the same has wholly refused and
neglected either to pay your orator their just claims as
aforesaid or to pay and satisfy the balance still due
as aforesaid to the said George Sackville all which is
contrary to equity and good conscience and your orator
is wholly without remedy in the premises except in
this honorable Court where matters of this kind are
properly cognizable and where mortgaged estates are
decreed to be sold - To the end therefore that your orator
may receive the sum of money paid and advanced

by them respectively for and by occasion of the said suits
with interest thereon and that the balance may be paid
to the said George Dechelle or the person properly authorized
to receive the same which still remains due and
unpaid to him or in default thereof that the said mort-
gaged premises may be sold and the said sum of money
be paid out of the proceeds of sale and the said chil-
dren and administrators of the said James & Lett be
foreclosed of and from all equity of redemption or claim
in and to the said mortgaged premises and that the said
Kinneel Rodwin Alexander Lett, Ann Maria Lett
Mary Ellen Lett and Agnes Lett may true and perfect
answers make to all and singular the premises as fully
as if the same were here again repeated and they shew
particularly interposed and that your Orators may
have such other and further relief in the premises as the
nature of their case requires. May it please your
Honor to grant to your Orators the State's Writ of Sub-
poena to be directed to the said Kinneel Rodwin
Alexander, Ann Maria, Mary Ellen and Agnes Lett
commanding them to be and appear in this Court on
a day therein to be named to abide and perform such
duty in the premises as to your Honor may seem
meet - And v. Orators &c.

Esq. H. Chamber. Solr for Com. pte.

Yield
copies

Wm E Macomber
& Macellen Keen

47

Kimmel & Devin
Alexander, Ann Maria,
Mary Ellen, and
Agnes Stt

File & 14th

The Oyster
Wilefree

File & 14th Oyster
STG

File 13 July 1824
1800 July 21st

"

P. D. Hopper Esqr

Centreville Times and
Coastal Share Advertiser Office

To Wm B Spencer

1827-March 31- To Advertising J. G. Sethi }
Property mortgaged to Macomber & Reed } \$3.00

May 5- To Re-advertising Do. 2.50

Aug. 25- To publishing certification }
of said sale by Channing bank } 1.00

Nov. 2 1827-

Recd the above
Wm B Spencer

11

The Mortgagee's estate of
various &c. &c. &c. &c. &c.

Phlebotomus (B. Mosquito)
Cognate Trunk

And how report

June 25 June 1830

Order 25 June 1830

William E. Mcconniken
& Marcellus Keene

vs
Kimmel Godwin, Alexander
Leth, Ann Maria Leth, Mary
Ellen Leth & Agnes Leth

In Chancery 24 June 1830.

The Auditor reports to the Hon-
orable the Chancellor that he has examined the proceedings
in this cause and stated from them an account between
the Estate of James G Leth deceased and the Complainants.
He has then stated the within Account between the Mort-
gaged Estate of the said deceased and the Trustee in which
the proceeds of sale of said Estate are applied to the payment
of the Trustee's allowance for Commission and expenses, the
costs of suit and a part of the Claim of the Complainants.
This claim is for monies paid by the Complainants as the
sureties of the deceased. The payments were made by them
in equal proportions. In consequence of an agreement between
all the parties to this suit the Claim has been reduced by
discounting therefrom a debt due from the Complainant
Mcconniken to the deceased which exceeds in amount
the net proceeds of sale of the deceased's estate. Under the
circumstances the Auditor considers that so much of
the said proceeds of sale as is applicable to the payment
of the Complainant's Claim should be paid to the Com-
plainant Keene and he has stated the Account accordingly.

Which is respectfully submitted.

H. S. Alexander Aud

D. The Mortgaged Estate of James G. Leth deceased in account with Philomond B. Hopper Esquire Trustee				1827		1827	
		Dob	C ^{ts}	Dob	C ^{ts}		
May 31	To the Trustee for Commission & expenses.			54	55.	May 31	By Amount of sale then made for Report.
"	To the Complainant's costs viz.						781
	Register's fees sent out.	191.					
	Ditto charged to Trustee.	893.					
	Auditor's fee ditto. Ditto.	467.					
	Seals & Taxes.	325.					
	Attorney.	10.		28	76.		
	To William E. McCormick & Marshall Keene (to be paid to the said Marshall Keene) on account of their claim	436	10	697	69.		
				781			

In Chancery 25 June 1830

ordered that the foregoing report of the auditor be and the same is hereby ratified and confirmed, and the trustee is directed to apply the proceeds according with a due proportion of interest that has been or may be received -

Theodore M. Mand W

Account
The Botato of James G. G. G.
deceased

with

William G. McCormick

W. Marshall and Merend

24 June 1830

Filed 25 June 1830

D ^r The Estate of James G. Leth deceased			in account with William C. Mcconnick & Marshall Keane Cr.		
1823		Dob Cr	1828		Dob Cr
Nov 10	For Cash paid George Darhiell Jr. Statement	100 ⁰⁰	Jan 26	By Balance of Account exhibited	1089 ⁶⁴
1824			1824		
Jan 10	For Ditto Ditto pr. Ditto	250 ⁰⁰	Jan 10	By Interest from 26 Jan 1821 - 2y. 11ms. 14d.	193 ²³
" "	To Balance	932 ⁸⁷			
		\$ 1282 ⁸⁷			\$ 1282 ⁸⁷
" 15	For Cash paid George Darhiell Jr. Statement	120 ⁰⁰	" "	By Balance pr. Contra	932 ⁸⁷
" "	To Balance	813 ⁶⁵	" 15	By Interest thereon for 5 days	78
		\$ 933 ⁶⁵			\$ 933 ⁶⁵
" 23	For Cash paid George Darhiell Jr. Statement	225 ⁰⁰	" "	By Balance pr. Contra	813 ⁶⁵
" "	To Balance	579 ⁹²	" 23	By Interest thereon for 8 days	108
		\$ 814 ⁷³			\$ 814 ⁷³
Feb 2	For Cash paid George Darhiell Jr. Statement	100 ⁰⁰	" "	By Balance pr. Contra	579 ⁹²
" "	To Balance	480 ⁶⁰	Feb 2	By Interest thereon for 9 days	87
		\$ 580 ⁶⁰			\$ 580 ⁶⁰
" 6	For Cash paid George Darhiell Jr. Statement	100 ⁰⁰	" "	By Balance pr. Contra	480 ⁶⁰
" "	To Balance	380 ⁹²	" 6	By Interest thereon for 4 days	32
		\$ 480 ⁹²			\$ 480 ⁹²
April 5	For Cash paid George Darhiell Jr. Statement	275 ⁰⁰	" "	By Balance pr. Contra	380 ⁹²
" "	To Balance	109 ⁶⁷	April 5	By Interest thereon for 1ms. 29d.	375
		\$ 384 ⁶⁷			\$ 384 ⁶⁷
1825			" "	By Balance pr. Contra	109 ⁶⁷
Sept 15	For Cash paid George Darhiell Jr. Statement	1000 ⁰⁰	1825		
		\$ 1000 ⁰⁰	Sept 15	By Interest thereon for 1y. 5ms. 10d.	950
" "	To Balance pr. Contra	880 ⁸³	" "	By Balance	880 ⁸³
" 19	For Cash paid George Darhiell Jr. Statement	385 ⁴⁵			\$ 1000 ⁰⁰
1826					
May 19	For Ditto Ditto pr. Ditto	377 ⁷³			
1827					
July 21	For Interest on \$880.83 for 1y. 8ms. 16d.	904 ³			
	" 385.45 " 1y. 8ms. 12d.	393 ²			
	" 37.73 " 1y. 8ms. 12d.	234 ¹			
		\$ 1426 ¹⁰			

W. E. McComickin and Mar. Lane to Geo. Dashell D.^r

To am^t of Bond by Jas. Seth, in which you are secured
to George Dashell & Henry Dawnes dated 20 Feb. 1812 } \$1600.
for £600.

To Interest from 1 Jan. 1815 (to which time Interest was paid)
as appears by endorsements) to 10. Nov. 1823 = 8y. 10m. 10d. } 850.66²/₃

Then paid G. Dashell & Co. 2450.66²/₃
100. ⁰⁰/₁₀₀

To Int. on \$1600. from 10. Nov. 1823. to 10. Jan. 1824 = 2. mo. 2350.66²/₃
16. ⁰⁰/₁₀₀

Then paid E. F. Chambers 2366.66²/₃
250. ⁰⁰/₁₀₀

To Int. on \$1600. to 15. Jan. 1824. = 5. d. 2116.66²/₃
1.33¹/₃

Then paid E. F. C. 2118. ⁰⁰/₁₀₀
120. ⁰⁰/₁₀₀

To Int. on \$1600 to 23. Jan. 1824. = 8 d. 1998. ⁰⁰/₁₀₀
2. ⁰⁰/₁₀₀

Then paid E. F. C. 2000. ⁰⁰/₁₀₀
238. ⁰⁰/₁₀₀

To Int. on \$1600. to 2 Feb. 1824 = 9 d. 1768. ⁰⁰/₁₀₀
2.40. ⁰⁰/₁₀₀

Then paid E. F. C. 1767.53. ⁰⁰/₁₀₀
100. ⁰⁰/₁₀₀

To Int. on \$1600 to 6. Feb. 1824. = 4 d. 1667.53. ⁰⁰/₁₀₀
1.06. ⁰⁰/₁₀₀

Then paid E. F. C. 1668.59. ⁰⁰/₁₀₀
100. ⁰⁰/₁₀₀

To Int. on bal. to 5 April 1824. = 1m. 29. d. 1568.59. ⁰⁰/₁₀₀
15.42. ⁰⁰/₁₀₀

Then paid E. F. C. 1584.61 ⁰⁰/₁₀₀
276. ⁰⁰/₁₀₀

To Int. to 15 Sep. 1825 - 1y. 5m. 10d. 1309.67. ⁰⁰/₁₀₀
113.44. ⁰⁰/₁₀₀

Then paid E. F. C. 1422.45. ⁰⁰/₁₀₀
1000. ⁰⁰/₁₀₀

To Int. on bal. to 19. Sep. 1825. = 4 d. 422.45. ⁰⁰/₁₀₀
1.28. ⁰⁰/₁₀₀

Then paid E. F. C. 422.73. ⁰⁰/₁₀₀
385.45. ⁰⁰/₁₀₀

Int. to 19. May. 1826. = 8mo. 36.28. ⁰⁰/₁₀₀
1.45. ⁰⁰/₁₀₀

Then paid E. F. C. 37.73. ⁰⁰/₁₀₀

The payments mentioned in the within statement
were all made to me as plaintiffs attorney, except
the first mentioned sum of one hundred dollars,
paid to Geo. Baskinell and by him acknowledged in
a subsequent adjustment of the claim - one
half the sum paid, was paid by Marcellus Keene
and one half by W^m E. Mcconnekin (now deceased)

21 May 1829

Ezek^l Chamber
Atty for Geo. Baskinell

Notice,

In Chancery Aug 13, 1827.

Ordered that the sale of the mortgaged estate of James G. Seth, made and reported by Philemon B. Hopper, the Trustee, be ratified and confirmed, unless cause to the contrary be shewn before the 13th day of October next; provided a copy of this order be inserted in some newspaper, published in Queen Ann's county, at least once in each of three successive weeks before the 13th day of September next.—The report states the account of sales to be \$781.

True copy,

Test.

RAMSAY WATERS, Reg. Cur.
August 25 310 Can.

1827 Nov. 3? I certify that the order of which the annexed is a copy was published for three successive weeks prior to the Thirteenth day of September last, in the "Centreville Times".

Wm. D. Spencer
Ed.

Filed Nov. 16 1827

McConnell & Co

or

Goodwin



agreed

Filed 14 July 1826

McCounkin & Keene

^{vs}
Godwin & Sitts } In Chancery

It is agreed that a decree for the sale of
the mortgaged premises shall pass and it is further
highly agreed that the Complainant McCounkin
shall account for a debt due from him to James
& Sitts in his life time which debt shall by the
Auditor in stating the Complainant's claim
be allowed as a credit on the mortgage debt.

14 July 1826

J. F. Chambers for Compt.
Wm. A. Harris for Sitts
Kimmel Godwin.

Meconukin & Keene

J. G. Sitts ^{vs} Heirs } In Chancery
L. A. S. } Decree - Jale ac.

In this case R. Godwin Ad^r of J. G. Sitts having
returned an account ^{against W. E. Meconukin} transcribed from the books
of his intestate, amounting to a larger sum than
the proceeds of Jale reported by the Trustee and
the amount paid by Mr. Keene to George Daskill
being also greater than the amount of Jale
The auditor is authorized and requested to
receive the account returned by said Godwin
as the true amount of J. G. Sitts account
against W. E. Meconukin and to apply the
net proceeds of Jale to the repayment of
the moiety paid by Mr. Keene to the claim of
Geo. Daskill. This instruction is given in
consequence of an express declaration made
by said Meconukin to the undersigned that
J. G. Sitts' account against him amounted
to "about one thousand dollars" and is not
to affect the amount or extent of that
claim in any other transaction.

24 June 1830

E. F. Chambers
Sol. for Com^r Sitts

230

McCormick & Co

NY

Goswami, Vellottan

WHEREAS

Born

born

1822 28 Oct 1825

1826 7 July 1826

The Execution of the within Commission
appears by certain Schedules hereto
annexed
John Pittston

John Pittston

MARYLAND, CO.

The State of Maryland, To

County, Greeting

MARYLAND, SC.

The State of Maryland, To

~~George Beckett~~ John Tillotson Esq
of Caroline County, Greeting:

WHEREAS Will and E Meconkin and
Marcellus Keen

^{we} have lately exhibited their Bill before us, in our High Court of Chancery, against

Alexander Setb, Ann Maria Setb, Mary Ellen
Setb and Agnes Setb

Defendants:

And whereas we have, by our writ, lately commanded the said Defendants to appear
before us, in our said Chancery, at a certain day, now past, to answer the said Bill
but, for as much as the said

Alexander, Ann Maria, Mary
Ellen and Agnes Setb

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 In-
fants, 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 answers 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 answers being distinctly and plainly wrote; and when you shall have so taken
the said answers, you are 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 Chancery.

Theodorick Poland

Witness the Honourable John Johnson, Chan-
cellor, this 21st day of July

Test.

Anno Domini 1825

Ranney Waters
Reg. conf.

GB 20

Honorable Frederick Bland

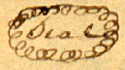
Annapolis

July 21 1825

recd 7 July 1826

To the Honourable the Chancellor of Maryland.

The undersigned begs leave to certify and return
that in virtue of the annexed commission he did go to the within
named infants, Alexander Seth, Ann Maria Seth, Mary Ellen
Seth, and Agnes Seth and assign and appoint Samuel B.
Harcastle on this 4th July — eighteen hundred and
twenty six the guardian to the said infants and did take
the answers of the said infants by the said guardian, upon
the corporal oath of the said guardian, which said answer
is hereto annexed. Given under my hand and seal this day
and Year above mentioned.

John Pittotson 

The joint and separate answers of Alexander Seth, Ann
Maria Seth, Mary Ellen Seth, and Agnes Seth infants by
Samuel B. Harcastle their guardian, defendants to the bill
of complaint of William E. Meconkin and Marcellus Keene
Complainants. —

These defendants answering by their said guardian say that
they admit the several matters stated in the complainants
bill of complaint and consent that the lands and premises

Mentioned in the said bill shall be sold, and being of tender age they hope that what right or interest they have in the Premises, may be reserved to them.

Samuel B. Hordcastle

July 4th 1826

Caroline County S. C.

On this 4th day of July eighteen hundred and twenty six before me the subscriber personally appeared the above named Samuel B. Hordcastle and made oath on the Holy Evangelists of Almighty God that the several matters stated in the foregoing annex are true to the best of his knowledge and belief. Sworn before

John P. Peltoton

Filed with Surveys
April 13 Aug. 1849

Know all men by These presents That we Marcellus
Keene

and John Pittston

of Caroline County are held and firmly bound unto Philimon
B. Hopper Trustee for the sale of the property which was mortgaged
by James & Seth to William L. Miconikin and Marcellus Keene
in the full and just sum of sixteen hundred dollars current
money of the United States to be paid to the said Philimon B
Hopper his 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. Witness our
hands and seals this thirty first day of May in the
Year of our Lord eighteen hundred and Twenty seven.

The Condition of the above obligation is such that if
the above bound Marcellus Keene shall well and truly
pay or cause to be paid to the said Philimon B. Hopper
the full and just sum of Seven hundred and eighty one
dollars with legal interest ^{from the date} on the same, in three equal
instalments of six twelve and eighteen months then this
above obligation to be void and of no effect. Otherwise to
be and remain in full force and virtue in law.

Signed sealed and

Delivered in the presence

of us.

Henry Lumpkin
Henry Beitch

Marcellus Keene *(Seal)*

John Pittston *(Seal)*

Samuel Rodman

287

William R. Shearman

Answer

Mr. Motley, dearly

Answer

Wm. Motley

^{to}
Filed June 1895

To the Honorable Theodorick Bland Chancellor
of Maryland.

The Answer of Samuel Godwin of
Caroline County to the bill of Complaint of William
D. McComber and Marcellus Greene. This Defendant
saying and reciting to himself all and every manner of
benefit and advantage of exception to the statement set
forth in the Complainants bill of Complaint for answer
thereto, or to so much thereof as he is advised it is material
and necessary for him to answer, he answereth and saith,
that he has no knowledge of the mortgages alleged by
the Complainants in their bill that said Defendant
obtained letters of administration on the personal estate
of James G. Lett, returned an Inventory and proceeded
to make sale of the personal property of said deceased
as will appear by reference to the Records of the Orphans
Court of Caroline County. Your Defendant further
answereth saith, that he has never been informed of the
by the Complainants of the amount of their claim
against the estate of the said James G. Lett as they
have never exhibited their claim as your Defendant
believed to the Orphans Court of the County of said
now to your Defendant. That your Defendant
has been informed and believes that James G. Lett
in his life time paid to the Complainants or to
one of them William D. McComber a sum of
money on account of their having been his
securities, and your Defendant prays that they
may be compelled to state the amount so

Dr. Chamberlain Sept

Michaels