

7669

Crosby, Robert, Executor of John Crosby

^{vs}
Debnah - John W. Boardley

Talbot County 1837

Bill, Exhibit, Answer, Deere

Kernsey Harrison, Trustee

Not recorded

Noted on Enlarged

Copied

The Vice of Complaint
^{Execution of John}
of Robert Emory against
Deborah Bradley and
William & Bradley been
to Arthur W Bradley
deceased -

Mr Ramsey Miller
will file the Vice
& give subpoena

At Newmarket
Collector for County

th
Filed 30 June 1837
1 Oct Justo vis -

a certain
to abide by such ne

To the Honble Theodorick Bland Chancellor of
Maryland

~~Humbly~~ complaining sheweth unto
your Honor your orator Robert Emory of Baltimore
in the State of Pennsylvania executor of the last will
and testament of John Emory formerly of the State
& City of New York and recently of the City of
Baltimore in the State of Maryland deceased that
a certain John W Bordley and Deborah Bordley his
wife by their certain bond dated the thirtieth day of March
in the year eighteen hundred and twenty six acknowledg-
ed themselves their executors and administrators to be
held and firmly bound unto the said John Emory in
his life time in the first sum of five thousand dollars
current money of the United States conditioned for the
payment of two thousand nine hundred dollars with
interest from the date thereof at the following
days and times to wit five hundred dollars on the
twenty seventh day of May eighteen hundred and twenty
seven and five hundred dollars on the twenty seventh
day of May eighteen hundred and twenty eight and
the further sum of five hundred dollars every six
months until the said sum of two thousand nine
hundred dollars and all interest be fully paid
to said John Emory which said bond is marked to
be taken and considered a part of this ^{filed} marked by
your orator further sheweth that the said John W
Bordley and Deborah Bordley his wife for the purpose
of securing the payment of said sum of money on
the same thirtieth day of March in the year aforesaid
executed a certain deed of mortgage to the said John Emory
for all that tract of Land situate lying and being
in Talbot county in State of Maryland called Kilsd
on Enlarged containing about eight hundred and

a duly certified copy of which said deed of mortgage
is herewith filed and prayed to be taken and considered
as a part of this bill Under sed B. Your orator
sheweth that all payments made on account
of said bond and mortgage are endorsed on said
bond leaving a large balance due to your ^{orator} as exe-
cutor of said John Emory of nearly twenty nine hundred
dollars and that said John W Bordley died some
time in the year eighteen hundred and thirty five
having first made his last will and therein appo-
inted a certain William H Bordley his executor who
has obtained from Queen Anne's county orphans
court letters testamentary on the personal estate of
said John W Bordley which is entirely insufficient
to pay his debts and scarcely enough to pay
judgment creditors. Your orator further sheweth
that he has applied to said Deborah & William
for the payment of said mortgage debt but which
they have neglected and refused to pay To the end
therefore that the said mortgage land may be sold
to pay said debt and that the said Deborah and
William H Bordley, executor of said John W Bordley
may answer the premises and more especially that
they may state whether the said John W Bordley and Deborah
did not execute to said John Emory the said bond and
deed of mortgage for said sum of money and whether
the personal estate of said John W Bordley is not
entirely insufficient to pay his debts. May it please
your ^{honor} to grant a your orator the states writ of subpoena
to be directed to said Deborah Bordley and William
H Bordley of Queen Anne's county commanding them
and each of them personally to be and appear in
this honorable court at a certain day and under
a certain penalty and answer this bill and
to abide by such decree in the premises as may

be made by this honorable court and that
your orator may have such further & other relief
as the nature of his case and equity and justice
require & he does pray

H. Hanson Solicitor for
Camp

[Faint, illegible handwriting in the middle section of the document]

[Faint, illegible handwriting in the lower middle section of the document]

[Faint, illegible handwriting in the bottom section of the document]

as Kilsa
right hand down

7669

The late applicant
of Robert Connor Esq
of Ohio against
William Conroy
and William W. Conroy
Esq of Ohio vs Conroy
deceased.

Copy to

Dallas

To the Hon^{ble} Theodorick Blad Chancellor of
Maryland,

Humbly complaining sheweth unto your
Honor your Orator Robert Emory of bailiffs in
the State of Pennsylvania executor of the last will
and Testament of John Emory formerly of the State
and City of New York and recently of the City of Balt^{imore}
in the State of Maryland deceased that a certain
John W. Bordley and Deborah Bordley his wife by their
Certain bond dated the thirtieth day of March in the
Year eighteen Hundred and twenty six acknowledged themselves
~~as~~^{their} executors and administrators to be held and firmly
bound unto the said John Emory in his lifetime in
the sum of five thousand dollars current money
of the United States conditioned for the payment of
two thousand nine hundred dollars with interest from
the date thereof at the following days and times to wit,
five hundred dollars on the twenty seventh day of
May eighteen Hundred and Twenty seven, and five
hundred dollars on the twenty seventh day of May
Eighteen Hundred and Twenty eight, and the
further sum of five hundred dollars every six
months until the said sum of two thousand nine
hundred dollars and all interest be fully paid to said
John Emory which said bond is prayed to be taken and
concealed a part of this bill marked B. Your Orator further
sheweth that he the said John W. Bordley and
Deborah Bordley his wife for the purpose of secur⁻
ing the payment of said sum of money on the

same thirteenth day of March in the year aforesaid
execution a certain deed of mortgage to the said John
Emory for all that tract of land situate lying and being
in Talbot County in State of Maryland called Mildon
Enlarged "containing about eight hundred acres
a duly certified copy of which said deed of mortgage
is herewith filed and prayed to be taken and considered
as a part of this bill. Endorsed P. Your Orator
sheweth that all payments made on account of said bond
and mortgage are endorsed on said bond leaving a large
balance due to your orator as executor of said John
Emory of nearly twenty nine hundred dollars, and
that said John W. Bordley died sometime in the year
Eighteen hundred and thirty five having first made
his last will and therein appointed a certain William
H. Bordley his executor who has obtained from Dorset
County Orphans Court letters testamentary on
the personal estate of said John W. Bordley which is
entirely insufficient to pay his debts and scarcely
enough to pay Judgment creditors. Your Orator
further sheweth that he has applied to said Sebastian
and William for the payment of said mortgage debt but
which they have neglected and refused to pay. To the
end therefore that the said mortgage land may
be sold to pay said debt and that the said
Sebastian and W. H. Bordley executor of said John
W. Bordley may answer the premises and more
especially that they may state whether the said
John W. Bordley and Deborah did not execute

to said John Emory the said bond and deed of
mortgage for said sum of money and whether
the personal estate of said John M. Badley is not
entirely insufficient to pay his debts. May it please
your Honour to grant to your Orator the State's
writ of Subpoena to be directed to said Deborah
Badley and William M. Badley of Dunn's Amis
County Commanding them and each of them person-
ally to be and appear in this Honorable Court at
a certain day and under a certain penalty and
answer this bill and to abide by such decree in
the premises as may be made by this Honorable
Court and that your Orator may have such further
& other relief as the nature of his case and Equity &
Justice require & he will pray &c.

R. Harrison Solicitor

for Compt

Truilesey

Just Ramsay Waters

Reg Compt

192

Robert Emory Geor
of John Emory

(a)

William H Wordley

Order to bring in
Sept
30 Decr 1897

Robert Emory & Co of
John Emory &
vs
William H Bordley

In Chancery
30th Decr 1837.

Ordered that the Sheriff of Queen Anne's
County bring into Court forthwith the
Defendant William H Bordley he being
returned "Attached" by the said Sheriff to
appear in the above Cause.

Theodorick Standish

1691
24
59

3



Louis Gaspouy Esq
Chancery Office
Stunapolis
Mo

Centerville July 11th 1849

Dr. Sir,

Some weeks ago I wrote for a copy of a decree obtained by John Emory or his Executor against Deborah Bordley and W. H. Bordley Ex^r of John W. Bordley decd, but not having received it I presume the letter miscarried.

I write again for the purpose of requesting that a copy be made me and sent by mail at your very earliest convenience, it is important that I should have it by the mail of Tuesday morning next, I mean that it shall reach me by that time. The decree was papered, I think be tween the years 1835 and 1840 or thereabouts. Endorse on it the cost of the copy and charge me.

May I ask the special favour that you will forward it immediately -

very respectfully
W. B. Hobbs Jr.

Robert Emory Esq
of John Emory

vs
Deborah Bordley &
William H Bordley
Esq of John W Bordley

In chancery
compt
costs

Registration fees &	7. 09
Seals & Taxes	2. 00
Cost of copy filed as an Exhibit with the Bill	3. 20
Sheriff's costs	2. 67
Solicitor	10. 00

\$ 25. 76

Louis Gassanay
Regular
Nov. 6. 1845

John W. Bordley } Be it remembered, that on this seventeenth-
Deborah his Wife } day of April in the year of our Lord one thou-
To } sand, Eight hundred and twenty six the
John Emory } following deed of Mortgage or instrument of
writing was received to be recorded and was accordingly enrolled as follows
to wit: This Indenture, made this thirtieth day of March in the year of
Our Lord One thousand, eight hundred, and twenty six, between John W.
Bordley and Deborah his Wife of Queen Anne's county and State of Maryland
of the one part, and John Emory of the City of New York of the other parts;
Whereas the said John W. Bordley and Deborah his Wife by their bond
or obligation duly executed, and bearing even date with these presents,
stand bound unto the said John Emory his executors, administrators
and assigns in the sum of five thousand dollars current money, with a
condition thereunder written for the payment of the sum of twenty nine
hundred dollars, current money with legal interest for the same from
the date thereof on the following days and times to wit: Five hundred
dollars on the twenty seventh day of May Eighteen hundred and twenty
seven, and Five hundred dollars on the twenty seventh day of May Eight-
teen hundred and twenty Eight, and the further sum of Five hundred
dollars every six months, until the said sum of twenty nine hundred
dollars and all the interest accruing thereon shall be paid to the said
John Emory his executors administrators or assigns. Now this Inden-
ture Witnesseth that the said John W. Bordley and Deborah his Wife
in consideration of the said debt or sum of twenty nine hundred dollars
owing to the said John Emory as aforesaid, and for the better securing
the payment thereof, with interest to the said John Emory his Executors
Administrators or assigns according to the condition of said bond, and
also in consideration of the further sum of five dollars current money, of
the United States, to them the said John W. Bordley and Deborah his
Wife by the said John Emory, in hand, well and truly paid, at and before
the sealing and delivery of these presents, the receipt whereof the said
John W. Bordley and Deborah his Wife do hereby acknowledge, have

granted, bargained, sold, released and confirmed, and by these presents
do grant bargain, sell, release and confirm unto the said John Emory
and to his heirs and assigns, all that tract of Land, situate lying and
being in Salbot County called Hillsdon Enlarged, Beginning at a
gun stump it being the original beginning boundary of a tract of land
called Costins Chance, also it being the original beginning boundary
of a tract of land called Lloyds tin dross and running from thence
North Eighty three degrees thirty minutes East one perch, and one quarter
of a perch to the first line of a tract of land called Lloyds Gift then with
said line reversed South South East thirty three perches and one half
perch to the place where a marked White Oak formerly stood it being
the second boundary of the tract of land called Betts Chance and the
beginning boundary of the tracts of Land called Hillsdon and Lloyds
Gift, then runs with the second line of the said tract of Land called
Betts Chance South West one hundred and sixty perches then South
East one hundred and twelve perches and one quarter of a perch till
it intersects the home line of the said tract of Land called Betts Chance
then with the said home line of Betts Chance North forty nine degrees
East one hundred and thirty three perches and three quarters of a perch
to the place where the beginning boundary of the said Betts Chance
formerly stood and it also being the beginning of a tract of land cal-
led Epsons then South forty degrees, forty five minutes West sixty
seven perches to a marked Cedar post, it being the first boundary of a
tract of Land called Betts Addition, a reservey, then with the home
course of the said Betts Addition reversed South forty five degrees
fifteen minutes West one hundred and seventy two perches till
it intersects the home line of the tract of Land called Stevens Plain
then with said line reversed South fifty nine degrees fifteen min-
utes East one hundred and eleven perches to the end of the third course
of the said tract of Land called Stevens Plain, then with said
course reversed South Eight degrees fifteen minutes West fifty
perches to a White Oak it being a divisional boundary between

John Fisher Esq. George Breswick and Thomas Hardcastle jun.
as appears by an agreement made by them for that purpose then
North fifty nine degrees fifteen minutes West four hundred perches
till it intersects the first line of the tract of land called Stevens
Plain then with said line reversed North Eight degrees fifteen
minutes East forty five perches to the first line of a tract of Land
called Normantown then with said line to the end thereof South
fifty nine degrees fifteen minutes East Eighty two perches then with
the second line of the said tract of land called Normantown to
the end thereof North thirty degrees forty five minutes East three hun-
dred and twenty perches then with the third line of the same tract of
land called Normantown North fifty nine degrees fifteen minutes
West One hundred and twenty five perches and one quarter of a perch
to the fifth course of Ferdinando Ballahans part of Thomslays
Brittania according to Thomslays deed to Kelly then with said
fifth course reversing the same North East by North seventy eight
perches to the end of the fourth course of said part of Thomslays
Brittania then with the fourth course of said part of Thomslays
Brittania reversed East South East nine perches and three quarters
of a perch to the off. tract of land called Costins Chance then with said
land North East by North forty one perches to the main road which
divides Queen Anns and Talbot Counties then up and with same
road according to the several courses and where it now runs in the
centre thereof South seventy five degrees East seventeen perches and
one quarter of a perch, South Eighty degrees East sixteen perches, South
Sixty six degrees East twenty perches, South seventy Eight degrees fifteen
minutes East thirty six perches, South seventy five degrees East twenty
four perches, East ten perches, South sixty nine degrees East ten
perches, South seventy nine degrees East twenty perches, South sev-
enty two degrees thirty minutes East forty six perches, South seventy
seven degrees East Eighteen perches, South fifty six degrees East
fifteen perches, South Eighty seven degrees East twenty three perches

South seventy seven degrees forty five minutes East sixty four
perches, South seventy one degrees East twenty perches, South
Seventy five degrees East fourteen perches, South twenty three
degrees East ten perches, South Seventy nine degrees East eight
ten perches, South Seventy two degrees East fourteen perches, South
fifty seven degrees East ten perches, North Eighty five degrees East
fifteen perches South Seventy five degrees East twelve perches
and one quarter of a perch to the Eighth course of Hemmley's Park
then South Ninety one perches to the same course of the tract of
land called Nobles Meadows as surveyed for Robert Noble, then
with said course south Eighty four degrees fifteen minutes West
two hundred and seventy five perches, then with a straight line
to the beginning, containing and laid out for Eight hundred and
forty five acres and one quarter of an acre more or less according
to the certificate of resurvey thereof taken and returned into the
land office bearing date the twenty ninth day of December
Seventeen hundred and ninety five. To Have and To Hold the
said tract of Land and every part and parcel thereof with the
appurtenances thereunto belonging, unto the said John Emory
his heirs and assigns, forever, and to and for no other use or purpose
whatsoever: provided always, and it is the true intent and mean-
ing of these presents, and of the said parties hereunto that if the
said John W. Bordley and Deborah, his Wife their heirs Executors
or administrators, do and shall well and truly pay or cause to
be paid, unto the said John Emory, his Executors, administrators
or assigns, the said full sum of twenty nine hundred dollars
current money with legal interest for the same according to the
condition of the above in part recited bond or obligation, without
any deduction or abatement whatsoever then and from thenceforth
these presents, and every matter and thing therein contained, shall
cease and be utterly null and void, any thing herein contained
to the contrary thereof in any wise notwithstanding: and the said

John W. Bordley and Deborah his Wife for themselves, their heirs
executors and administrators do covenant, promise, grant and
agree, to and with the said John Emory his Executors, Administrators
and Assigns in manner and form following (that is to say) that they
the said John W. Bordley and Deborah his Wife, their heirs executors
or administrators, or some of them shall and will well and truly pay
or cause to be paid, unto the said John Emory his Executors, administra-
tors or assigns, the said sum of twenty nine hundred dollars, with
legal interest as aforesaid, according to the condition of the above in-
part recited Bond or obligation without any deduction or abatement
whatsoever as aforesaid and that the said granted and released prom-
ises now are, and at all times from and after default shall happen
to be made of, or in payment of the said sum of twenty nine hundred
dollars and interest aforesaid, or any part thereof shall forever be
remain and continue free and clear, and freely and clearly acquitted
and discharged, of and from all manner of former and other debts
grants, bargains, sales, mortgages, judgments, charges, or incumbrances
whatsoever, heretofore made committed, done or suffered by
them the said John W. Bordley and Deborah his Wife, and that
the said John Emory his heirs and assigns, shall and may
from time to time and at all times, after any such default happens
to be made in payment of the said sum of twenty nine hundred dollars
and interest as aforesaid, or any part thereof, peaceably and quietly
have, hold, occupy, possess and enjoy, all and singular the said
premises, with the appurtenances, and every part and parcel thereof
without the let, hindrance, molestation, interruption or disturbance
of them the said John W. Bordley and Deborah his Wife, their heirs
or assigns, or of any person or persons lawfully claiming or to claim
by from, or under them or any of them, and further, that they the
said John W. Bordley and Deborah his Wife, their heirs and
assigns, and all and other person and persons, having a lawfully
claiming any estate, right, title or interest of or in the said hereby

granted and released premises or any part thereof, shall ~~and~~
will at any time or times after such default made in payment
as aforesaid, make and execute, do and suffer, all such further
and other acts, matters, things, devises and assurances, in the
law whatsoever, for the further better conveying and assuring
of all and singular the premises with the appurtenances, as here
by granted unto him the said John Emory, his heirs and
assigns forever, absolutely freed and discharged of and from all
proviso or condition hereinbefore contained, and of and from
all equity of redemption, by virtue or boldness thereof, according
to the true intent and meaning of these presents, as by the said
John Emory his heirs or assigns or his or their counsel learned
in the law, shall be reasonably advised or required; and
Lastly, it is covenanted and agreed upon, by and between both
parties to these presents, and it is hereby declared to be the true
intent and meaning hereof and of the said parties hereunto,
that until default shall be made in payment of the said sum
of twenty nine hundred dollars and legal interest for the same
as aforesaid according to the condition of the above in part recit-
ed bond it shall and may be lawful for the said John W. Bord-
ley and Deborah his wife, their heirs and assigns peaceably
and quietly to have and to hold, occupy possess and enjoy all
and singular the said premises above granted and released
and every part thereof, with the appurtenances and to have receive
and take the rents issues and profits thereof, to his and their
own particular use and benefit, any thing herein contained
to the contrary thereof in any wise notwithstanding. In Witness
Whereof we have hereunto set our hands and affixed our seals
the day and year herein before first mentioned

Signed, sealed and delivered in the presence of Samuel S. Emory, William Sharpe Jr. J. W. Bordley Deborah Bordley Seal Seal Seal

Maryland, S. (Be it remembered that on this thirtieth day of March in the year of our Lord One thousand Eight hundred and twenty six personally appear John W. Bordley and Deborah his Wife the party grantors within named, before us the subscribers, two of the Justices of the State of Maryland in and for Queen Anns County and acknowledge the within Deed or instrument of writing to be their own act and deed, and the land and premises therein mentioned, and thereby bargained and sold to be the right and estate of the within named John Emory party grantee, also therein named, his heirs and assigns, forever, according to the purport, true intent and meaning of the said Deed or Instrument of Writing and the acts of Assembly in such case made and provided. And the said Deborah, Bordley being by us privately examined apart from and out of the hearing of her husband "whether she doth make her acknowledgment of the same willingly and freely, and without being induced thereto by fear or threats of, or ill usage by her husband, or fear of his displeasure" acknowledges that she doth make her acknowledgment of the same willingly and freely and without being induced thereto by fear or threats of, or ill usage by her husband, or fear of his displeasure. Taken and Certified the day and a year above written. Saml Emory, W^m Harper, Jr. Queen Anns County to wit: I hereby certify that Samuel S. Emory and William Harper Jr Gentlemen before whom the foregoing acknowledgements were made and whose name is thereto subscribed was it the time of taking and subscribing the same two of the State of Marylands Justices of the peace in and for Queen Anns County aforesaid, duly Commissioned and sworn. In Testimony whereof I hereunto subscribe my name and affix the seal of my Office this thirtieth day of March Eighteen hundred and twenty six.

Seal of Queen Anns County Court

Thos. Murphy, Clk. of Queen Anns County Court.

Maryland Talbot County, to wit.

I hereby Certify that the foregoing Deed of Mortgage
is truly & fully copied from Liber A. N. C. folios 407, 408, 409
410, 1



one of the Land Record Books for Talbot County
In Testimony whereof I hereunto subscribe my
name and affix the seal of my Office this 26th
day of May, Eighteen hundred and thirty seven

James Parrott Jr. of
Talbot County Court.

John W. Stendley
Deputy Clerk of the
Talbot County Court
An

Copy Deed of
Mortgage

Exhibit

B -

Filed 30 June 1837

Art. 83. 20.

Robert Smory Esq
of John Smory
1-

Robert Smory Esq
William H. Smory
Esq of John Smory

for the sum of \$100
Dues
or more

Given 21st July 1838

The answer of William H. Bordley Executor of John
W. Bordley to the Bill of Complaint of Robert Emory
Executor of John Emory -

This defendant reserving
to himself all rights of exception to the said bill
of complaint for answer thereto or to so much as
he is advised is material or necessary saith - That he
is the executor of John W. Bordley. That the personal
estate is wholly insufficient for the payment of debts
that the judgment will consume the whole estate.
He further saith that he has heard of the bond and
mortgage deeds in the bill mentioned and contained and
believes them to be correct - but that he has no knowl-
edge of them - That whilst he was a student in the
Office of Philomena B. Hopper Esq. he drew a bond and
mortgage deeds from John W. Bordley to John Emory
which he supposes to be the same, but has no know-
ledge that they were executed or that they are the same
He therefore prays to be deemed dismissed with his
reasonable costs

W. Hopper Esq.
Solicitor for defendant

State of Maryland } Ben it remembered on this 17th
Queen Anne County } day of July 1838 personally appeared Wil-
liam H. Bordley before me the Subscribing
a Justice of the peace of said State in & for said County and
made oath on the Holy Evangelists of Almighty God that the facts
stated in the above answer are true to the best of his knowl-
edge -

Wm. Carpenter

Robert Emory Esq
of John Emory

Deborah Bordley &
William H. Bordley
Esq & John W. Bordley

file this answer to
D. Bordley D.L.H.E.

^{to}
Filed 21 July 1838

[The answer of Deborah Bradley defendant to
the bill of Complaint of Robert Emory Executor of
John Emory Complainant]

This defendant re-
serving to herself all rights of exception to the said
bill of complaint for answer thereto or to so much as
this defendant is advised is material or necessary
saith; That she admits the execution and delivery of a
bond ~~for~~ the sum of five thousand dollars ^{for all} with
a condition for the payment of two thousand nine hun-
dred dollars at sundry days and times dated the
thirtieth day of March eighteen hundred and twenty six
by herself and her late husband John W. Bradley to
John Emory and the execution and delivery of a deed
of Mortgage of certain lands in Salt Lake County to secure
said debt. This defendant further answering saith
that she does not know the amount now due, but
she believes, and charges ^{that} sundry payments to a
large amount have been ~~made~~ in part satisfaction
of said debt, and she further charges that sundry pay-
ments are endorsed on the original bond and prays that
the said bond with the endorsements thereon may be pro-
duced that this defendant may have the benefit of
the whole paper - all which matters and things this defen-
dant is ready and willing to aver, maintain, and prove
as this honorable Court may direct and humbly prays to be
herewith dispensed with her reasonable costs & charges in this
behalf sustained -

D. V. Hopper Emory Solicitor
for defendant -

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copy

Robert Emory Esq
or
Deborah Boardly Totten

Secoce
26 March 1839

40

Protect Emory Esqr of
John Emory deceased

vs
The Chancellor
March Term 1839

Deborah Boardley and
William & Boardley Esqr
of John W Boardley decd

The said cause standing ready
for hearing and being submitted the vice chancellor read
and considered. It is therefore his twenty sixth day of
March in the year 1839 by the said vice chancellor and
by the authority of this court adjudged ordered and
decreed that unless the defendants shall on or before
the 26 day of April next pay to the complainant Protect
Emory Esqr of John Emory or bring into this court
to be paid to him the amount of his claims as stated
in the proceedings with the interest arising thereon
together with the costs of this suit the mortgaged property
in the said proceedings mentioned shall be sold
That Henry Harrison of Queen Anne's county 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 by himself with a surety or sureties to be
approved by the Chancellor in the penalty of five
thousand dollars current money conditioned for the
faithful performance of the trust reposed in him
by this Decree or to be reposed in him by any future
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 may 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 proceedings 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 according to law convey to the purchaser
or purchasers and his heirs or their heirs the
property to him her or them sold free clear and
discharged from all claims of the complainant or of
the defendants and those claiming by force or union
there or either of them. And the trustee shall bring
into this court the money arising on the said sale
to be applied under the Chancellor's direction

After deducting the costs of this suit and such compromise
to the trust as the Chancellor shall think proper to allow
on consideration of the due attention and fidelity wherewith
he shall appear to have discharged the trust

Theodore Blend An

Robert Emory Esqr of
John Emory deceased
v
Deborah Bordley and
William A Bordley Esqr
of John W Bordley, deceased

Bill & answer

The undersigned solicitors for
complainant and defendants in the above
cases agree that the answer of Deborah Bordley
filed therein shall be amended so as for the
answer to admit the penalty of the bond referred
to in the bill is five thousand dollars instead
of five dollars and that the date of said bond
is the thirtieth of March 1826 instead of 13th
of March 1826 and we request and empower
Samuel Waters Esqr register in chancery or
Mr Lewis Gasparway to make the alterations
and corrections in said answer

Samuel Waters
Sol for complainant
D. C. Hopper Esqr
Solicitor for defendants