November Term 1803

At a Chancery Court begun and held at the City of Annapolis the first tuesday in October being the day of the same month in the year of our Lord one thousand eight hundred and one, -

Present

The Honorable Alexander Contee Hanson Chancellor.

amongst others were the following proceedings, towit:

William Todd and wife against Henry Pratt

Be it remembered, that heretofore towit on the seventeenth day of September seventeen hundred and ninety six came Rachel Baynard into the state of Maylands high court of chancery by John Scott esquire her solliciter and exhibited her bill of complaint against Henry Pratt in the words following towit. To the Honorable Alexander Contee Hanson Esquire Chancellor of Maryland; humbly complaining sheweth unto your honor your Oratrix Rachel Baynard of Queen Anns county in the State of maryland that George Baynard late of Queen Anns county deceased in his lifetime, towit, on or about the twenty fourth day of October in the year seventeen hundred and eighty seven at Queen anns county aforesaid did mortgage to Henry Pratt of the same county all that part of a tract of land called relief containing five hundred and seventy six acres of land, all that part of a tract of land called Baynards pasture containing one hundred and one acres, all that part of a tract of land called Roes Chance containing ninety seven acres of land and sundry negroes in consideration of seven hundred and thirty eight pounds said to have been then paid to the said George Baynard by the said Henry Pratt, as by a copy of the said Mortgage herewith filed reference thereto had will appear. - Your Oratrix further sheweth to your honor that the said George Baynard in his life time towit on the first day of June in the year Seventeen hundred and ninety three at Queen Anns county aforesaid, did give to the said Henry Pratt a second Mortgage of the above lands and premises and negroes in consideration of one thousand and sixteen pounds eleven shillings and four pence said to have been then paid by the said Henry Pratt to the said George Baynard which last mentioned sum of money was to have been paid on or before the first day of June in the year Seventeen hundred and ninety four as by the said mortgage deed herewith filed reference being thereto had will more fully appear. Your Oratrix further shews to your honor that the said George Baynard was negligent and careless in his business, and that altho he has given two several mortgages to the said Henry Pratt yet your Oratrix charge that the sum of money expressed in each of the said mortgage deeds was not due to the said Henry Pratt as therein expressed, that there had been dealings between the said Henry Pratt and George Baynard, and that the said George was indebted to the said Henry for goods bought but not to the amount expressed in the said mortgages; Your Oratrix expressly

charges that payments were made by the said George for which he obtained no credit and that the said Henry Pratt charged the said George Baynard twenty five pounds per cent for interest and that he charged interest on the bonds given by the said George Baynard to the said Henry Pratt and interest also on the mortgage deed securing the payment, as by the account of the said Henry herewith filed, - reference being thereto had will more fully appear. - Your Oratrix further shews to your honor that the said George Baynard departed this life some time in the month of in the year Seventeen hundred and ninety four, before the day of payment expressed in the last mortgage deed had arrived, intestate and without issue leaving your Oratrix his sister and heir at law. - Your oratrix further shews to your honor that since the death of the said George Baynard the said Henry Pratt was called upon by the direction of your Oratrix for a full account of the dealings and transactions between the said George and Henry, which the said refused to give. - Your Oratrix further shews to your honor that the said Henry has instituted an Ejectment against your Oratrix in the General Court of the State of maryland held at Easton for the Eastern Shore of Maryland for the recovery of the lands and premises above mentioned and has obtained Judgment against your Orator with stay of execution to the ensuing September term, as by copy of the said Judgment herewith filed reference being thereto had will more fully appear. - Your Oratrix further shews to your honor that the said Henry Pratt has sued out a writ of replevin, for the recovery of the negroes mentioned in the said Mortgage deeds, which replevin is now depending in the General court of the State of Maryland held at Easton for the Eastern Shore of Maryland. -

Your Oratrix further shews to your honor that the lands above mentioned are greatly exceeding in value any sum of money that the said Henry Pratt can claim as due to him. - But now so it is may it please your honor that the said Henry Pratt combining and confederating himself to and with divers other persons at present unknown to your Oratrix whose names when discovered your oratrix prays may be inserted in this her bill of Complaint with apt and proper words to charge them, he the said Henry Pratt (in order to deprive and defeat your Oratrix of the benefit of redeeming the said mortgaged premises) does claim a very large sum of money and does refuse to come to any account with your Oratrix, but has brought his Suits at law to recover the mortgaged premises and negroes and does refuse to give credit for the payments which your Oratrix can shew were made by the said George Baynard and never credited for and does claim the twenty five pounds per cent interest and compound interest charged, and upon the pretence that all accounts were settled by the mortgages, the said Henry refuses to come to any manner of account with your Oratrix, or to reconvey the said premises to her and is proceeding at law as fast as he can in order to get possession of the premises and negroes aforesaid, all which actings doings and pretences of the said Henry Pratt and