Same, next to hear their Judgment of and upon the premises because the Court now here thereof not yet &c. At which said second Tuesday of June being the fourteenth day of the same Month seventeen hundred and ninety six comes again here into our high Court of Appeals as well the aforesaid Alexander McFadons Exr. use of William Wheteroft by their Attornies aforesaid as the aforesaid Luther Martin in his own proper person aforesaid Whereupon all and singular the premises being seen, heard, and by the Court here more fully understood and mature deliberation being thereon had, because it seems to the Court here that there is manifest Error in the record and proceedings aforesaid and also in the rendition of the Judgment aforesaid, It is therefore considered that the Judgment aforesaid for those Errors and others in the Record and proceedings aforesaid, be revoked, annulled and held entirely as void And it is also considered by the Court here that the said Alexander McFadons Exr. use of William Wheteroft recover against the said Luther Martin the quantity of Two thousand two hundred and sixty two pounds of Tobacco unto the said Alexander McFadons Exr. use of William Wheteroft on their Agent adjudged, for their costs and charges by them about prosecuting the said Appeal in their Behalf laid out and expended, and that they have thereof their Execution &c.

Test, Benton Wheteroft Clerk to the Court of Appeals

William Russell & George Lux against Moore Falls

Be it remembered that heretofore to wit on the second Tuesday of November being the twelfth day of the same Month in the year of our Lord one thousand seven hundred & ninety three The Honorable Alexander Contee Hanson Chancellor of Maryland transmitted to the Honorable the Judges of the High Court of Appeals here the following Record on an Appeal the Tenor whereof follows in these words to wit,

The State of Maryland to wit

At a Chancery Court begun and held for the State of Maryland at the City of Annapolis on the second Tuesday in February in the year of our Lord one thousand seven hundred and ninety three.

Present

The Honorable Alexander Contee Hanson Esquire Chancellor.

Amongst others were the following proceedings

Moore Falls against William Russell and George Lux

Be it remembered that heretofore to wit, on the first day of October in the year of our Lord one thousand seven hundred and ninety one, came into the State of Maryland's High Court of Chancery Moore Falls by Samuel Chase Esquire his Counsel and exhibited his Bill of Complaint against William Russell and George Lux in the words following viz.

To the Honorable Alexander Contee Hanson Esquire Chancellor of Maryland

Humbly complaining sheweth unto your Honor Moore Falls

of Baltimore Town in Baltimore County Physician that a certain George Lux of the said County Gentleman some time in the summer of the year one thousand seven hundred and seventy nine married a certain Catherine Biddle of the State of Pennsylvania, and the said George Lux being seized and possessed in fee simple of a considerable and very valuable real Estate in the Vicinity of Baltimore Town, and also possessed of some personal property on the seventeenth day of April in the year seventeen hundred and eighty seven made executed and acknowledged according to Law his certain Deed of Indenture whereby (after reciting that his intention to prefer Catherine Lux his wife, and that an Estate in a certain lot of ground, therein after mentioned and the immediate use thereof might be vested in her) he the said George Lux conveyed a certain lot of ground in Baltimore Town (then leased to a certain Thomas Donald) to a certain William Russell (the Defendant herein often after mentioned) and his heirs in Trust to receive the rents of the said lot of ground and pay the same to the said Catherine during the life of the said George Lux if she should so long live, for her sole and seperate use, and if she should die before her husband in trust and for the use of such person or persons in such manner and for such Estate in every respect as the said Catherine by any writing purporting to be her last Will and testament, or in the nature thereof, notwithstanding her Coverture should give devise limit, or appoint, and if the said Catherine should survive her said husband in trust for the use of her and her heirs and assigns for ever, and if she died before her husband, without such writing purporting to be her last Will and Testament and thereby giving devising or appointing in what manner the said lot of ground should be disposed, then in trust for the said George Lux and the Heirs of his body and for want of such issue, to the use of right heirs of the said George Lux, as by the said Deed recorded among the Land records of Baltimore County, within the time limitted by Law reference being thereto had, and which your Orator prays may be taken as part of this his Bill of Complaint, may more fully and at large appear.

Your Orator further sheweth unto your Honor that on the same seventeenth day of April in the year seventeen hundred and eighty seven the said George Lux made executed and acknowledged, according to Law, his certain other Deed of Indenture, whereby (after reciting that he the said George Lux was indebted to several persons in large sums of money, which he was desirous to discharge and also that a Jointure might be settled on Catharine his wife, and for the preferment of the issue of the bodies of the said George and Catherine to be begotten) he conveyed tracts of Land in Baltimore and Frederick Counties, and several lots of land, and ground rents in Baltimore Town, to a certain William Russell (the Defendant herein often after named) and his heirs in fee simple in Trust, to sell as much of the premises, as would pay the debts then due from the said George Lux, and to pay the Surplus of the Sales to his said Wife, if a live, for her use, if not alive, to the said George Lux, and in Trust to receive the rents of what remained unsold during the life of the said George Lux, if his wife should so long live and to pay such rents to his wife, whose receipt notwithstanding her Coverture was to discharge the said