Indenture and every clause matter and thing herein contained shall cease determine and be void and of none effect to all intents and purposes whatsoever any thing herein expressed or contained in any wise to the contrary notwithstanding and the said George Baynard for himself his heirs executors and administrators doth hereby covenant premise grant and agree to and with the said Henry Pratt his executors administrators and assigns by these presents that he the said George Bayard his heirs executors and administrators shall and will well and truly pay to the said Henry Pratt his heirs executors or administrators or assigns the aforesaid sum of one thousand and sixteen pounds eleven shillings and four pence current money at the day and year aforesaid with the legal interest thereon according to the true intent and meaning of these presents. — In Witness whereof the parties to these presents have hereto interchangeably set their hands and seals the day and year first before written.

Sealed and delivered in presence of us. Ja O Bryon, Edward Harris } Geo: Baynard (Seal)

On the back of the foregoing Indenture was endorsed as follows to wit.

Received of Mr. Henry Pratt the sum of one thousand and sixteen pounds eleven shillings and four pence current money the full consideration for the lands and tenements and negroes mentioned in the foregoing Indenture this first day of June 1793.

Test. James O Bryon, Edward Harris } Geo: Baynard

On the back of the same Indenture was further endorsed as follows, to wit.

Be it remembered that on the first day of June Seventeen hundred and ninety three George Baynard the bargainor before named personally appeared before us two of the Justices of the peace for Queen Anns county in the state of Maryland and acknowledged the foregoing Indenture to be his act and deed for the uses and purposes therein mentioned and lands tenements and other the premises and all the negro slaves therein mentioned to be the right estate and property of the said Henry Pratt his heirs executors administrators and assigns forever according to the form and effect and the true intent and meaning of the same Indenture. — Witness our hands the day and year last before written. — James O Bryan. Edward Harris

In Testimony whereof that the foregoing is a true copy from the records of Queen Anns county as recorded in Liber S.T.W. No. 2 folio 403. 404 and 405. I have hereto set my hand and affixed the seal of office this first day of march in the year of our Lord seventeen hundred and ninety four. —

(Seal of Queen Anns County Court, Maryland)

Sam P. Wright clk of Queen Anns County Court. —

Exhibit referred to in the Bill.

Eastern Shore General Court April Term 1796

Henry Pratt Lessee vs Rachel Baynard and Thomas Cooke } Ejectm. Judgm. 13 apr. for possession & costs stay of execution till next Court.

Atty. 400. Eth. 228. Atty. 51 lbs Tob. lbs. Tob. 659

Maryland Ss. I hereby certify that the aforegoing is a short copy of the Judgment rendered in the above action, and taken from the records of the General Court for the Eastern Shore of the State aforesaid.

(Seal of the General Court Eastern Shore)

In Testimony whereof I have hereto set my hand and affixed the seal of the said General Court this 15th day of august anno Domini 1796. James Earle Jr. clk

Whereupon accordingly issued Subpena according to the prayer of the said Bill, returnable to the next court on which the Chancellor passed the following order to wit.

Rachel Baynard against Henry Pratt. } In Chancery. September 16th 1796

The Bill states a mortgage or mortgages of land and negroes duly executed, to secure to the Defendant the payment of certain sums of money, and that the Defendant has instituted an action of replevin for the negroes and obtained Judgment in an Ejectment brought for the land, it prays an Injunction to prevent him from further proceedings at law, on the ground, that the money, or great part of it, for which the mortgage was given, is not due to the mortgagee. — Supposing the act of George 2nd to have been introduced, used and practised, under this State, the Complainant with respect to the land had her remedy at law, she might have brought into the General Court, the money due, an account of which would have been taken under the authority of that Court, —

Supposing that Statute not to have been extended to this State, where is the case which will authorize this Court to enjoin the mortgagee before hearing from taking an execution on his Judgment at law; The very preamble of the said statute recites, that Courts of Equity, grant no relief before hearing: and altho this court may have gone further than the Courts of Equity in England, and further than is proper in granting Injunctions before hearing, there has been no case, in which it has gone so far as it is prayed to go in the present case, independently of this consideration the Chancellor conceives it unreasonable under the circumstances, stated in the bill to interfere with the proceedings at law; — Why did the Complainant delay her application to this Court, when a Bill filed here in due time