for exemption if she has accurately stated every fact relative to her case, might have effectually prevented any inconvenience, of which she now complains. upon the whole, the Chancellor is of opinion that he cannot with propriety grant the Injunction prayed, or any other relief before the Defendant shall have been summoned and heard.

A. Hanson Chan.r

And at the said next Court term, October term seventeen hundred and ninety six came Luther Martin Esquire of Counsel for the Defendant and appeared to the said Bill, and the said Cause so standing continued until December term Seventeen hundred and ninety six the following order passed by consent of parties, to wit —

Rachel Baynard
vs
Henry Pratt

In Chancery December 22d. 1796.

It is ordered and decreed by the Chancellor by and with the Consent of the Counsel in this cause, that Rachel Baynard the Complainant who administered on the estate of George Baynard deceased be authorised to sell all or any part of the personal estate of the said George Baynard, which stands mortgaged to the Defendant, upon a credit not exceeding nine months in her discretion, and that the money arising from the said sale be applied to the discharge of the mortgage, so far as the same shall go. provided the said sale be made at public auction and upon notice given of the same in the Eastern neck paper and set up at the court house in Queen Anns county not less than twenty days before the sale.

The said Trustee shall, as soon as conveniently may be, after the sale, return to this Court a full and particular account of her proceedings thereto relative, and the bond (if any) taken on the sale, and she is hereby directed to take bonds from purchasers, on credit, with good security to her as trustee, and upon the Chancellors ratifying the sale, and on receipt of the purchase money (and not before) she is to transfer the property by deed to the purchasers, and she is to bring in the money arising from the sale to be applied as aforesaid under the Chancellors direction. —

A. C. Hanson Chan.r

(We consent to this decree in behalf of the parties.

John Scott for Complainant

Luther Martin for Defend.t

And the said cause so standing continued until May term Seventeen hundred and ninety seven the Defendant by Luther Martin esquire his Solicitor and filed in Court his answer in the words following to wit. —

The answer of Henry Pratt Defendant to the Bill of complaint of Rachel Baynard complainant,

This Defendant saving to himself now and at all times hereafter all and all manner of advantage and benefit of exception to the manifold errors, uncertainties and untruths in the said Bill of

Complaint contained for answer nevertheless thereto or to so much thereof as is material for this Defendant to answer unto he answereth and saith that it is true that the said George Baynard in his life time executed to this Defendant the two several mortgage deeds in the said Bill of complaint mentioned for the lands and negroes therein specified in order to secure the payment of the respective sums of money therein mentioned to be made well and faithfully to this Defendant, he also admits that since the death of the said George Baynard he hath instituted suits of Ejectment and replevin as stated in the Complainants Bill for the recovery of the lands and slaves in the said deeds mentioned but only with an intent to compel the said Rachel to pay unto him the debts remaining justly due and by the mortgage of the said property secured as aforesaid, this Defendant further answering saith that on the twenty second day of march in the year of our Lord one thousand seven hundred and eighty four there was a balance due to this Defendant in his own right, and as the representative of his Uncle Christopher Cross Routh, and his father Henry Pratt, amounting to one hundred and fifty pounds current money of maryland which was deliberately settled by the said George by executing to this Defendant a bond for the payment of that balance, and this Defendant further saith the particulars debits and credits on which that balance arose are truly and justly stated in the first page of the statement by him herewith exhibited and which he prays may be received as part of this his answer. —

This Defendant further says that on the third day of May in the year seventeen hundred and eighty six this Defendant and the said George came to another settlement when upon the principle and interest of the said first mentioned bond and upon other transactions which had taken place between this Defendant and the said George there was a balance due to this Defendant of four hundred and sixty seven pounds thirteen shillings and this balance was admitted by the said George after full and deliberate examination and was closed by the said George executing to this Defendant a bond for the payment thereof, and he saith the particular debits and credits on which the said balance arose are truly and justly exhausted in the second, third, fourth, fifth, sixth, seventh and the first part of the eighth page of the aforesaid statement herewith exhibited. — This Defendant further saith that on the twenty fourth day of October in the year of our Lord one thousand seven hundred & eighty seven, he this Defendant and the said George came to another settlement which was fairly and deliberately made on which settlement there was a balance due to this defendant amounting to the sum of seven hundred and thirty eight pounds to secure the payment of which this defendant thought it prudent as he could not get any money to take a mortgage deed on the lands and slaves of the said George to which the said George readily consented and accordingly on the day and year last aforesaid did execute the aforesaid mortgage deed bearing date of that day which is stated in the Complainants bill of complaint