Certain Sum was not known nor was the same ever and that the said Fraser wife then Insisted on the payment of more Money upon Other Accounts than the principall Sum of fourteen pounds three Shill: and four pence and Interest thereof and that the said Brimer upon the tendering the said Money Insisted to have his said Deed of Mortgage Delivered him and that thereupon the said Fraser wife went w:th a certain Man Cumming to the house of Thomas Bordley Esq.r for the said Mortgage that the said Brimer Slater and Road Stayed at the said Fraser house Expecting their return but for the time they Stayed the said Fraser wife and the said Cumming did not return and the said pl.ff Joshua George for the Proved and gave in Evidence of the Deed before Mentioned under the Seal of the pl.ff Contained in it a further Condition to be performed on the part of the said Brimer the Defend.t which is as follows Viz.t that if the said Alexander Fraser the Lessee of the pl.ff Should at any time after the making of the said Deed during and until the Sixteenth day of November which Should be in the year Seventeen hundred and Nineteen be Called to pay on Account of being bound for the said Brimer the Defend.t for any more Money or Tobacco or Should Advance any more Money or Tobacco to and for the said Brimer that the said house ground Mentioned in the Deed aff.d with the Appurts Should not be Redeemable Till Such Sum or sums of Money Quantity or Quantitys of Tobacco Duly with Legall Interest be paid to the said Alexander his Ex.rs but Should remain and be the Estate of Inheritance in fee to the Alex: the Lessee of the pl.ff his heirs until Such time as Such Sum or Sums of Money or Tobacco Should be Duly Satisfied and paid and the said pl.ff further gave in Evidence and proved that the reason why the said Fraser nor his wife would not Accept of the Money tendered by the said Brymer was that by Vertue of this Latter Clause of the said Deed the said Fraser the Lessee of the pl.ff had Advanced more money for the said Brimer the Defend.t than the principall Sum of fourteen pounds three shill: and four pence being the principall Sum mentioned in the said Deed made to said Fraser the Lessee of the pl.ff Since the making the said Deed and before the time of payment mentioned in the said Deed and before any tender made by the said Brimer to the said Fraser the Lessee of the pl.ff a his wife Viz.t the following Sums Viz.t two Notes under the hand of the said Brimer one of 15s Note was payable to a certain James Gwaine and by the said Gwaine Endorsed to the said Fraser the Lessee of the pl.ff for the payment of one pound and Nine pence which said Note is to the present Bill Annexed and the said Fraser placed to Account of the said Brimer and the Other Note from said Brimer the Defendant payable to the Lessee of the pl.ff for one pound five shillings which said Note is likewise to these presents Annexed and also an Account proved by the said Fraser the Lessee of the pl.ff against the said Brimer Amounting to One pound 10s said Account is likewise hereunto Annexed which said Sum also was given in Evidence and proved to be Owing to the said Fraser the Lessee of the pl.ff after the date of the said Mortgage and before the time of the Bond all Tenders aff being in and before the time limited for the payment of the principall Sum of fourteen pounds three shillings and four pence and the said Joshua George the pl.ff further proved and gave in Evidence that at the time said Brimer the Defend.t went to pay the said Fraser the Lessee of the pl.ff the principall Sum Contained in the said Deed of fourteen p.ds three Shillings and four pence the said Fraser the Lessee of the pl.ff then alledged that there were further Sums of Money due to him the said Fraser by Vertue of the Late Clause of the said Deed of Mortgage before specified and then Desired to have the same paid him but the said Fraser the Defend.t Refused to pay any more than the principall Sum Mentioned in the

(Mortgage)

Mortgage of fourteen pounds three Shill: and four pence with the Interest thereof and further the said Joshua George the pl.ff gave in Evidence and proved that at the time said Brimer the Def.t in Absence of said Fraser the Lessee of the pl.ff made Tender of some Money to the wife of the said Fraser, that the said Fraser wife was willing to receive as much Money as said Brymer could pay and give him a receipt for the Same but withall Insisted that there was more Money due from the said Brimer the Defend.t to the said Husband the Lessee of the pl.ff on Account of some Money Advanced to said Brimer the Defend.t Since making the said Mortgage and before the said Tender and before the time of payment Mentioned in the said Deed of Mortgage and before the said Tender and before the time of Payment Mentioned in the said Deed of Mortgage but that the Money was not paid for, that said Brimer Insisted to have his deed of Mortgage delivered to him and would not pay the Money on a Receipt and the pl.ff proved that this was the same Tender Mentioned in the Defend.t Evidence to be made to said Fraser wife And the said Joshua George the pl.ff further gave in Evidence and proved that there was Demands made by the said Fraser the wife of the said Principale Mortgage money with the Subsequent money advanced by the said Fraser as aforesaid Mentioned to be due from said Brimer to the Lessee of the pl.ff since the same became due but that Defend.t Brimer refused to pay any more than the principal Mortgage money with said Interest thereof and the said Brimer the Defe.t Acknowledged upon the Legall in Open Court that he the said Brimer refused to pay more than the Principall Sum of fourteen pounds three Shillings and four pence with the legall Interest thereof and thereupon the aff pl.ff required of the Jurys aff by the Mayor recorder and Aldermen aff that they Legally find all and Singular the premises to the Warrants aff as a good in Evidence given and that the Jurors thereupon Should ask the advice and Direction of the said Mayor Recorder and Aldermen, which said Allegations by the said Joshua George the pl.ff so aff made as well the Mayor Recorder and Aldermen aff as the aff Defend.t then & there refused and the same Mayor Recorder and Aldermen to the Sacking the Verdict aff the Exceptions and Allegations aforesaid Notwithstanding proceeded Upon which the same Joshua in his proper person prayed the said Mayor Recorder and Aldermen aforesaid According to the form of the Statute in Such Cases made & provided to Seale this present Bill in ch Containing Matter aff on the part of the aff pl.ff as is Contained in the aforesaid Exceptions wherefore the said Mayor recorder and Aldermen at the request of the said pl.ff have Sealed this present Bill Sitting the Court the same day that the Legall aff was aff — Under protestation that the said Court of Aldermen then Sitting Conceived the Law to be w:th the pl.ff in this Cause and Advised the Jury to find Accordingly —

Jacob Lowton Mayr
Thos. Bordley —
Amos Garrett —
John Beale —

To the aforegoing bill of Exceptions was annexed this following Instrument of Writing Mary Land ss. This Indenture made the Sixteenth day of November in the Year of Our Lord God One thousand Seven hundred and Seventeen Between Wm Brimer of the City of Annapolis in Ann Arundell County Vintner of the One part and Alexander Fraser of the Same City and Chyrurgeon of the Other part Witnesseth that the said Wm Brimer for & in Consid.n of the Sum of fourteen pounds three Shillings and four pence Current Money of Mary Land to him in hand paid by the said Alexander Fraser the receipt whereof the said Wm Brimer doth hereby Acknowledge and all and Every part thereof doth Acquit the said Alex.r Fraser his heirs Ex.rs Administrators and Assigns Hath given granted Bargained Sold Enfeoffed and Confirmed c

(by)