## June Term 1826.

there being no further proceedings desired by either the complainant or the Defendants Counsel, whereupon this commission was closed.

Given under my hand and seal at Leonard Town in Saint Mary's County, this 12th day of July 1826.

Test. E. I. Millard. Jere Abrey (Seal)

Expenses of Commission before commissioner

| | | |
|---|---|---|
| To Jere Abrey | 1 days attendance | $2.66⅔ |
| To Enoch H. Millard Clk | this Dº 1 Dº | 2.66⅔ |
| To Charles Massey, a witness summoned on part of complainant | 1 days attendance | 1.00 |
| To John Long of Jere | Dº Dº | 1.00 |
| To John T. Medson | Dº Dº | 1.00 |
| | | $8.33⅓ |

On the back of the aforegoing was the following to wit,

Interrogatories produced to and left with the Commissioner by Complainant

Interrogt 1st. Did you hear the complainant demand of Cheseldine, the defendant now this cause, possession of the land which he purchased of Thomas, and on which Cheseldine resided? If yes when and what did Cheseldine say? Did he refuse to deliver it up?

Interrt 2nd Did he rent the same out to Bowling, and when and did Bowling enter thereon?

Interrt 3rd Do you know if Knott made any preparation to work the same under the expectation of getting the same, and what were they?

And the said cause standing continued until August Term Eighteen hundred and twenty six, when the Court passed the following Decree to wit

Francis Knott
agt
Kenelm Cheseldine

In Chancery August Term 1826

This cause being set down for a hearing, and fully debated and argued, after a full examination of the bill, answer and depositions, the Court consider it a question of importance, which has led to much discussion, we have felt it a duty to look fully into the cases, and the conclusion of our minds is, that the sale ought not to be vacated and set aside; The authorities we have examined, and are obliged to bow to them, The point before us of a purchase made bona fide, is admitted by the bill, may proved in its full extent, for the tract of Land called Mattaponey, named and described in the complainant's bill, and the answers, there does not appear to be any ground upon which this Court could decree that the sale shall be vacated and cancelled; That it was a fair purchase for a valuable consideration; and it further appears that a part of the purchased money for the said Tract of Land has been paid, amounting to the sum of $1305.75, as by exhibits No 5 & 6, being receipts for this sum, will shew, and a stipulated agreement for the rent for the years 1823, and notes passed for the balance of the purchase money, nothing like fraud or imposition exists, The Respondent merely seeks to protect his interest from loss by the apprehended insolvency of Thomas, and that done he is willing to execute the contract. It is therefore Ordered, adjudged (and Decreed), that the bill in this cause be dismissed, and the complainant to pay to the respondent his costs, reasonably incurred and expended, to be taxed by the Register of this Court

Edmund Key. J. R. Plater.

August the 24th 1826.

And at the same term the parties aforesaid, by their Solicitors aforesaid, filed in Court here the following agreement to wit

Knott
agt
Cheseldine & other.

It is admitted by the Defendants in this cause that the judgment mentioned in the supplemental bill has been obtained (as stated in the said bill) that is to say, the consideration of the said bond or single bill, on which the judgment was rendered against Frances Knott, is part of the purchase money for said Land.

H. G. P. Key for Deft

G. H. Causin atty for Clarissa Thomas & Ann Thomas



## June Term 1826

We agree that the above answer shall be filed without oath,

H. G. P. Key for Defendants. G. H. Causin, atty for Clarissa Thomas & Ann Thomas

And afterwards to wit, on the twenty fourth day of August, in the year of our Lord one thousand eight hundred and twenty six, the complainant by his Solicitor aforesaid prayed an appeal from the Decree aforesaid, to the Court of Appeals for the Western Shore, and the same was accordingly granted, and thereupon the complainant filed in the County Court here the following appeal bond to wit.

Know all men by these presents that we Francis Knott, Dent Blakistone and Edward Joy, of Saint Mary's County, in the State of Maryland, are held and firmly bound unto Kenelm Cheseldine, and Maria Cheseldine his wife, Clarissa Thomas administratrix of Edward Thomas, and Ann Thomas, of the County and State aforesaid, in the full and just sum of Ten Thousand Dollars current Money, to be paid to the said Kenelm & Cheseldine, and Maria Cheseldine his wife, Clarissa Thomas administratrix of Edward Thomas, and Ann Thomas their executors administrators or assigns to which payment, well and truly to be made, we bind ourselves, and every of us, our and every of our heirs, executors and administrators, jointly and severally firmly by these presents, Sealed with our seals, and dated this 24th day of August eighteen hundred and twenty six. Whereas a County Court, sitting as a Court of Equity, begun and held at Leonard Town, in and for said County on the first Monday of August, in the year of our Lord eighteen hundred and twenty six, the said Court Decreed as follows to wit.

Francis Knott
agt
Kenelm Cheseldine

In Chancery August Term 1826

This cause being set down for a hearing, and fully debated and argued, after a full examination of the bill, Answer and Depositions the Court consider it a question of importance which has led to much discussion, we have felt it a duty to look fully into the cases and the conclusion of our minds is, that the sale ought not to be vacated and set aside, The authorities we have examined, and are obliged to bow to them, The point before us, of a purchase made bona fide, is admitted by the bill, may proved in its full extent, for the Tract of Land called Mattaponey, named and described in the Complainants bill and the answers, There does not appear to be any ground upon which this Court could decree that the sale shall be vacated and cancelled; That it was a fair purchase for a valuable consideration; and it further appears, that a part of the purchase money for the said Tract of Land has been paid, amounting to the sum of $1305.75, as by exhibits No 5 & 6, being receipts for this sum, will shew, and a stipulated agreement for the rent for the year 1823, and notes passed for the balance of the purchase money, nothing like fraud or imposition exists, the respondent merely seeks to protect his interest from loss by the apprehended insolvency of Thomas, his Trustee, and that done he is willing to execute the contract. It is therefore Ordered, adjudged and Decreed, that the bill in this cause be dismissed, and the complainant to pay to the respondent his costs, reasonably incurred and expended, to be taxed by the Register of this Court, From which said decree so as aforesaid rendered, the said Francis Knott has prayed an appeal to the next Court of Appeals to be held for the Western Shore

Now the condition of the above obligation is such, that if the above bound Francis Knott, shall not pursue the directions of the act of assembly, entitled, "An Act for regulating writs of error, and granting appeals from and to the Courts of common law within this province, at the next Court of Appeals to be held for the western shore, and prosecute the same appeal with effect, and also in all respects obey and perform the Decree of Saint Mary's County Court, sitting as a Court of Equity, as also pay and satisfy unto the said Kenelm & Cheseldine, and Maria Cheseldine his wife, Clarissa Thomas, administratrix of Edward Thomas, and Ann Thomas, all costs and damages, that shall be awarded by the said Court of Appeals, then this bond to be and remain in full force and virtue, otherwise of no effect.

Signed sealed and delivered in the presence of L. Dorsey.

Francis Knott (Seal)
Dent Blakistone (Seal)
Edward Joy (Seal)