June Term 1844

Freeman Uriah Laveille and Nathaniel Duke all of Calvert County are held and firmly bound unto the State of Maryland in the full and just sum of four thousand dollars current money of the United States to be paid to the said State or its certain attorney to which payment well and truly to be made and done we bind ourselves our heirs executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this tirtieth day of July eighteen hundred and forty one - Whereas the commissioners appointed by Calvert County Court under the act to amend and reduce into one system the law to direct descents to make division of the real estate of Thomas Freeman late of said County deceased amongst the parties concerned therein have determined that the said real estate could not be divided without loss and injury to all the parties entitled and that the said real estate was of the value of fourteen hundred and ninety eight dollars current money altogether and reported and returned to the said Court which said report and return of the said commissioners the said Court have ratified and confirmed and whereas the said Alexander Freeman the eldest son of the said Thomas Freeman has elected to take the land at the valuation of the said commissioners and pay to the other persons entitled to the said estate their several proportions of the sum of money at which the said estate was valued after deducting the expences thereon which leaves a balance of fifteen hundred and eighty seven dollars and eighty eight and a half cents giving each representant three two hundred and thirty one dollars and fifty seven cents Ira Young tenant by the courtesy thirty five dollars and sixty two and a half cents and child of Ira Young and Ann his late wife one hundred and ninety five dollars and ninety four and a half cents and Elizabeth Freeman widow of the said Thomas Freeman deceased in lieu of dower one hundred and thirty eight dollars and forty six cents - Now the condition of the above obligation is such that if the above bounden Alexander Freeman his heirs executors and administrators do and shall well and truly pay or cause to be paid the sum of thirteen hundred and fifty six dollars and thirty one and a half cents current money to the legal representatives of the said Thomas Freeman deceased with interest thereon annually from the first day of January eighteen hundred and thirty nine in three annual payments in manner following that is to say to Keziah Freeman the sum of two hundred and thirty dollars and fifty seven cents to Jane E. Freeman the sum of two hundred and thirty one dollars and fifty seven cents to Ira Young in right of Frances his wife the sum of two hundred and thirty one dollars and fifty seven cents to the said Ira Young tenant by the courtesy the sum of thirty five dollars and sixty two and a half cents to Elizabeth Young child of Ira Young and Ann his former wife the sum of one hundred and ninety five dollars and ninety four and a half cents and to Elizabeth Freeman widow of the said Thomas Freeman in lieu of her dower the sum of two hundred and thirty one dollars and fifty seven cents agreeably to the order of Calvert County Court then this obligation to be null and void otherwise to be and remain in full force and virtue in law -

Signed sealed and delivered in presence of - James I. Mackall

Alexander Freeman (Seal)
Uriah Laveille (Seal)
Nathaniel Duke (Seal)

Approved - I. H. Wilkinson.

Test, Wm Hance, Clerk

Calvert County Sct. I hereby certify that the foregoing is a true

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copy taken from one of the Court records of Calvert County In Testimony whereof I have hereunto subscribed my name and affixed the seal (Seal) of Calvert County Court this first day of December in the year of our Lord eighteen hundred and forty three - Wm Hance Clerk

And thereupon the parties aforesaid by their proctors aforesaid exhibit and file with the Court here the following agreement -

Sedwick vs. Sedwick -

Caveat - It is agreed and admitted that the said Joshua intermarried with the said Jane in the month of November in the year eighteen hundred and forty one and in the month of January eighteen hundred and forty two gave birth to a child the caveator John who is the only child of said Joshua -

I. I. Dalrymple, Thomas H. Alexander for caveators.
A. R. Sellers, John M. S. Causin for caveatees.

The caveators then proposed to prove by witnesses in Court that the said Joshua in fact intended that all his property should on his death devolve on his child the caveator John or on his wife and child and that it should not go to the persons mentioned in said last will and testament -

But the caveatees aforesaid by their proctor aforesaid object to going into parol evidence for the purpose of supporting the presumption of revocation of the aforesaid last will and testament arising from the facts of subsequent marriage and birth of a child because provision for them was made prior to the marriage and the whole estate of the said testator was not devised or willed away and therefore the presumptive revocation does not arise without which no parol proof of an intention inconsistent with the provisions of the will is admissible in evidence which said objection being considered by the Court here overruled, this Court being of opinion that under the decree of the Court of Appeals aforesaid the evidence tendered as aforesaid is admissible - And thereupon the caveators aforesaid produced into Court here James D. Denton, a witness of lawful age who being duly sworn and examined on the interrogatories already filed by the caveators deposeth as follows -

To the first interrogatory - He had known the said Joshua Sedwick for fifty odd years -

To the 2d. He frequently visited Joshua Sedwick and wife at their House and the said Sedwick visited the said deponent and that he and said Sedwick lives three or four miles apart. -

To the 3d. - He always appeared to set a great deal of store to his wife and child - he the said Joshua told the said witness that he had worked through hot and cold all his life time and did not know what he had been working for until then - then he had an heir to enjoy it - then I observed that I had understood that he the said Joshua had made a marriage contract, he said he had, but it was good for nothing - and that he was obliged to make it to keep in with his relations, to the said witness asked him the said Joshua if he had not made a will, he replied he had in the life time of his first wife, but his child would upset that - The above is all he knew except he made fond of the child and said he hoped he John would be an honor to his country -

To the 7th - Interrogatory answers that the land described in the will whereon the testator resided is worth seven dollars per acre, except the mill