# December Term 1856.

No. 57. Venditioni Exponas. May Term 1827.

To the Honorable the Judges of Queen Anne's County Court.

I hereby certify and return to the Honorable the Judges of Queen Anne's County Court that by virtue of the within writ, on the fourth day of January in the year 1827 having first given Public notice by advertisement set up at the Court House door of the County aforesaid and also at four other public places in the said County, to wit; at John Rear's Tavern in Centreville, at Church Hill, Sudlers Cross Roads and Ruthesburgh and also by advertisement inserted in the Centreville Times or Eastern Shore Gazette a Newspaper printed in Centreville in said County twenty days before the sale, I did expose the lands within mentioned to Public sale, to the highest bidder and purchaser, and the same was struck off to Philip Wallis for the sum of three thousand; one hundred dollars, he being the highest bidder and purchaser, and the said Philip Wallis has paid and satisfied to me, the purchase money, and I have the said money now in Court to satisfy the said Venditioni Exponas debt interest and costs together with Sheriff's Costs, so answers.

Thomas Robert, Sheriff

that the land out of which dower is claimed in this action is part of the said parcel called Ruthesburg or Brandford; that the said Henry R Pratt was seized in fee of both of said parcels of land at the time of the recovery of the judgment first above mentioned, and also at the time of his marriage with the said Plaintiff, subject to the legal operation of said judgment and of the dower right of Mrs Ann Pratt as hereinafter mentioned, but it is not intended to be admitted on the part of said Plaintiff that the lien of said judgment and the assignment of said dower, will preclude a recovery of the Plaintiff in this action, but that the said Marriage was solemnized subsequent to the recovery of the said mentioned judgment to wit, on the ... day of May 1819; that the Fifa which issued upon the entry of the aforesaid Fiat was credited with the payment of $200. above mentioned as paid to the said Plaintiffs attorney, upon the return of the casa which was returnable to the May Term 1821 of said Court, but that the sum of $300.09 above mentioned as being paid to the Sheriff upon the return of the casa first above mentioned was not credited upon the said Fifa, nor upon any of the succeeding Fifas; that at the time of the aforesaid sale of the aforesaid lands and tenements there were in the hands of the said Sheriff, who made the said sale several other executions against the said Henry R. Pratt, which had been issued on Judgments rendered since his marriage with the said Plaintiff, and which had been levied on the same two parcels of land, and that the Sheriff in his returns to the executions upon the Judgments after marriage refers to his returns to the execution upon the Judgment before marriage.

Daniel Newman use of Philip Wallis vs. Henry R. Pratt — 3rd Vend: Expo. D $361.70 Costs $24.68⅓ add. cost heretofore $14.00 ad. Costs hereon $1.55. Pay Int: on debt from 17th October 1821 until paid. Return — Lands & tenements taken as per Special return in No. 57.

William H. D. C. Wright Exr of Gustavus W. F. Wright use of Geo W. Gleaves use of Charles E. Felden use of Sarah E. Barrow use of P. Wallis vs. Henry R. Pratt — 5. Vend: Expo. D $201.95 Damr $100.00 Costs on Orig. Judgment $5.98⅓ Costs on Fifa $7.50 add Cost heretofore $9.75. ad Cost hereon $2.00. Damages to be released on pay. of interest on debt from 18th day of April 1820 until paid. Return ... Lands and Tenements sold as per Special return in No. 57.



# December Term 1856.

James Kennard at the instance of Thomas R. Perkins use of Joseph Cass use of Philip Wallis vs. Henry R. Pratt — 3rd Vendi Expo. D $88.88. Damages $50.00 Costs $6.36⅔ ad Costs heretofore $14.55 add Costs hereon $1.55 Damages to be released on the payment of interest on debt from 1st March 1819 until paid. Return — Lands and Tenements sold as per Special return in No. 57.

James Brodderny at the instance of William Jacobs use of T. W. Hall and C. W. Hall use of Peter Wilmer use of Philip Wallis vs. Henry R. Pratt — 2nd Vend: Expo. Damr $300.00. costs $6.40 add Cost heretofore 8.10 add Cost hereon $1.55. To be released on the payment of $143.00 with interest thereon from 17 May 1819 until paid & costs. Return ... Lands and Tenements sold as per Special return in No. 57.

Robert Benson & C use of William Baker and Son use of Philip Wallis vs. Henry R. Pratt — 5. Vendi Expo. Damages $400.00. Costs $6.81⅔ ad Costs heretofore $8.40 ad Costs hereon $1.55. To be released on the payment of $231.00 with interest thereon from 2d day of July 1820 until paid and costs. Return — Lands and Tenements as per Special return in No. 57.

that the said Philip Wallis was not the nominal Plaintiff in any of said judgments, but obtained assignments from all of them before Fifas were sued out thereon; that all the time of the said sale, there was due on the vendi, on the judgment, before marriage the sum of $691.45 including debt interest and all costs of the judgment, Fiat execution costs, commission, costs of advertising and costs of survey made by the sheriff, provided the aforesaid sum of $300. be not credited thereon, but if the said sum of $300, be credited then there was due on said execution $236.56 including debt, interest and all costs and expenses above mentioned. It is admitted that the conveyance from the sheriff to the said Philip Wallis includes both parcels of land at the mentioned in the said return, and does not name a separate price for each parcel, and that the parcel of land out of which dower is claimed in this action has been conveyed by regular conveyances from the said Philip Wallis to the defendants, and that the said Henry R. Pratt departed this life on or about the ... day of ... 1852. It is also admitted that the two parcels of land aforesaid are not contiguous, but are distant several miles from each other, and that the parcel called Ruthsburgh or Brandford was at the time of said sale worth about $3500. and the parcel called Pickering, worth about $780. It is also admitted, that at the time of the aforesaid marriage a portion of the lands called Ruthsburg or Brandford mentioned in the declaration had been assigned to Mrs Ann Pratt widow of the father of said Henry R Pratt as her dower, to wit, the front parlour in the mansion House on the tract called Ruthsburg, the lodging room above said parlour, the cellar under said parlour, the lodging rooms in the back building, full and free use of the Kitchen and clear Kitchen for