deceased and made oath on the Holy Evangely of Almighty God that he did see the testatrix therein named sign and seal this will and that he signed the same as a witness in the presence of Gassaway Winterson the other subscribing witness,

Benj^a E Gantt Reg Wills A A Coty

Anne Arundel County Set. } Then Came Jacob W. Bird Esqr the 3^d day of March 1846 and made oath on the Holy Evangely of Almighty God that the aforegoing instrument of writing is the true whole and last will and testament of Margaret L Ray late of Anne Arundel County deceased that hath come to his hands and possession and that he doth not know of any other.

Benj^a E Gantt Reg. Wills A A Coty

In Testimony that the aforegoing is a true Copy taken from Liber T.T.S. No. 1 folio 545 one of the records of the Register Wills Office for anne Arundel County

Seal

I have hereunto set my hand and affix my seal of Office this twenty fourth day of January 1849

Test Benj^a E Gantt Reg^r of Wills A A Coty

And afterwards at March Term 1849 of the said Court the Sheriff of Anne Arundel County made return of the said writ of subpoena thus endorsed "Summoned Lee N. E. the others".

And afterwards at the same Term came the Defendants Vachel A Ellicott and Elizabeth his wife and filed in the said cause their answer to the said Bill in the words following towit:

John B Welhelm Adm^r of John Welhelm
vs
Vachel A Ellicott & wife & others.

In Chancery

The answer of Vachel A Elliott and Elizabeth his wife to the bill of Complaint of John B Welhelm administrator of John Welhelm against these defendants and others in Chancery exhibited, These Respondents in answer to so much of Complainants bill as they are advised it is material for them to answer say that it is true as alleged in said Bill that the respondent Vachel intermarried with the said Elizabeth the obligee in the bond mentioned in said bill after the date and delivery thereof and the execution of the mortgage securing the same as alle mentioned in said Bill that after their intermarriage they assigned and transferred all their right title and interest in the said bond and accompanying mortgage for valuable Consideration to Elijah Yealdhall as appear by their joint assignment sealed with their seals &c. referred to in Complainants bill and exhibit L B.W. No. 3.

These Respondents further answering say that the sum of money mentioned in the bond aforesaid is included in the debt which said mortgage was executed to secure and that the reference therein was intended to be the mortgage aforesaid as alleged in Complainants bill,

These respondents having thus answered all the allegations in complainants bill of which they have any knowledge and which it is material for them to answer pray to be hence dismissed with costs and as in duty &c.

Vachel A Elliott
Elizabeth Ann Elliott

I agree to this answer without oath.

B T B Worthington Sol for Compt.

And afterwards at the same Term Came the defendant Elijah Yealdhall and filed in the said cause his answer to the said Bill in the words following towit.

John B Welhelm Adm^r of John Welhelm
vs
Elijah Yealdhall & others.

In Chancery

The Answer of Elijah Yealdhall to the Bill of Complaint of John B Welhelm administrator of John Welhelm against respondent and others in Chancery exhibited.

This respondent in answer to so much of Complainants bill as it is material for him to answer says that it is true as alleged in said Bill that the defendant Elizabeth the obligee in the bond mentioned in said bill intermarried with the defendant Vachel A Elliott after the date and delivery of the said bond and the execution of the mortgage securing the same, That after their intermarriage they assigned and transferred all their right title and interest in said bond and accompanying mortgage for valuable Consideration to this respondent as alleged and set forth in said Bill. That subsequently this respondent for valuable Consideration assigned and transferred all his right title and interest in said bond and mortgage to John Welhelm the Complainants intestate and that Complainants Exhibit L B.W. No. 3 are the true original assignments aforesaid.

This respondent always understood and believed that the sum of money mentioned in the said bond is included in the debt which said Mortgage was given to secure and that the reference therein was intended to be the mortgage aforesaid as alleged in Complainants bill,

These respondents having thus answered all the allegations which he is advised it is material for him to answer and of which he has any knowledge prays to be hence dismissed with his costs and as in duty &c.

Elijah Yealdhall

I agree to this answer without oath,

B T B Worthington Sol for Comp^t.

And afterwards at the same Term the Chancellor passed an Interlocutory Decree in the said Cause against the Defendant Stephen L Lee in the words following towit,

John B Welhelm Adm^r of John Welhelm
vs
Stephen L Lee & others.

In Chancery
March Term 1849

The defendant Stephen L Lee having been duly summoned to appear to the bill of Complaint and having failed to appear thereto,

It is thereupon this fourth day of June in the year eighteen hundred and forty nine by John Johnson Chancellor and by the Authority of this Court adjudged ordered and decreed that the complainant is entitled to relief in the premises, But because it doth not certainly appear to what relief the Complainant is entitled, it is further adjudged and ordered that a Commission or Commissions