December Term 1862

Thomas H Smoot
vs
William Rea and Stephen Andrew

Be it Remembered that on the 1st Tuesday in December being the 6th day of the said Month in the year of our Lord 1858 the Judge of the 8th Judicial Circuit of Maryland in pursuance of the directions of the Act of Assembly in such case made and provided pursued to the Court of appeals here the Record of proceedings of a plea which was lately depending before him in the Circuit Court for Dorchester County between Thomas H Smoot plaintiff and William Rea and Stephen Andrews defendants and wherein the said Circuit Court gave Decree for the said William Rea against the said Thomas Smoot and forasmuch said decree the said Thomas Smoot appealed to the Court of appeals here the time of which said Record of proceedings is in form following to Wit.

Maryland Dorchester County to Wit. At a Circuit Court for the Eighth Judicial Circuit of the State of Maryland begun and held at Cambridge in and for Dorchester County aforesaid on the fourth Monday of April being the twenty seventh day of the said month in the year of our Lord One thousand Eight hundred and Sixty Eight

Present

Honorable Thomas A Spence Judge
William T Walters Esq Sheriff
Francis T Henry Clk

In the Record of proceedings of said Court amongst others were the following to Wit

Thomas H Smoot
vs
William Rea and Stephen Andrews

Be it remembered that heretofore to Wit on the 19 day of October in the year of our Lord 1858 Thomas H Smoot by James A Stewart and Chas Gresade Eaves his Solicitors exhibited his Bill of Complaint against William Rea and Stephen Andrews in the Circuit Court for Dorchester County as follows

To the Honorable A Thomas Spence Judge of the Eighth Judicial Circuit of Maryland having Jurisdiction in Equity

June Term 1862

The Bill of Complaint of Thomas H Smoot of Dorchester County Humbly Shows that on or about the first day of January in the year of our Lord 1844 a certain William Rea of said County agreed with your Orator to sell to him and duly agreement in writing sold by your Orator all that tract piece or parcel of land called Rehoboth being Lots No 1 and 2 containing One hundred and seven acres. All that tract piece or parcel of land called Rehoboth containing twenty Nine acres. All that tract piece or parcel of land called Rehoboth containing eighty Nine acres all that tract piece or parcel of land called Enclosure containing One hundred and Sixty three and a half acres and one Rood and 16 all the Same for the sum of seven hundred and twenty One dollars and seventy five cents whereof the sum of Three hundred and seventy One dollars and seventy five cents was paid on the execution of the aforesaid agreement and for the residue of the said purchase money your Orator gave his Note namely for the sum of Three Hundred and Fifty dollars and that One has since been paid upon the said Note the sum of Ten hundred and twenty dollars as by the said Note with interest thereon from the same One hundred and thirty Nine dollars which sum your Orator has duly and legally tendered to the said Rea and which he refuses to take and to Giles Griffith as appears of the Bill the aforesaid agreement in writing executed by the said William Rea as maybe Exhibited and prays leave to refer to the same as may be necessary and your Orator charges that he was in possession of the premises aforesaid at the time of the execution of the said agreement and has ever since been and is now ready by him and the said amount of the purchase Money therefor has been paid according to the terms of the said agreement with the exception of and amounting to One hundred dollars which has been tendered to said Rea as by the terms of the said agreement and the receipt thereof signed by the said Rea and the statement of account fair here in the hand writing of said Rea which are marked Exhibits A B and C