In Chancery.

Rebecca Nelson, admx. of Tubman Nelson, Complainant

vs.

Joshua Hitch, Defendant.

Exceptions taken by the said Complainant to the testimony introduced in this cause on the part of the defendant.

1. To all such testimony as seeks to establish any claim or demand of the said defendant against the estate of this Complainant's intestate, this Complainant excepts, as vague, uncertain, & insufficient in law to establish any such claim or demand, and this Complainant relies upon the Statute of limitations as a bar to any such Claim or demand, & hereby pleads the same thereto.

2. This Complainant excepts to all such parts of the said testimony, and to all such parts of the said defendant's answer, as seek to set up & establish any claim or demand, lien or charge, or to construe the said Mortgage bill of sale, mentioned in the proceedings in this Cause, to operate as a lien or charge on the negroes, mentioned in said Mortgage bill of sale, for any other or different principal sum or sums of money than the principal sum that appears on the face of the said Mortgage bill of sale, specified & recited therein, & particularly mentioned & supposed to be secured thereby, at the time of executing the same, and pleads in bar of any such claim or demand, lien or charge, an act of the General Assembly of Maryland, passed at the December session thereof, in the year eighteen hundred and twenty-five, Chapter fifty, entitled "An act to limit the operation and effect of mortgages."

W. W. Handy
J. D. Jones,

Solicitors for Complainant.

Rebecca Nelson admx. vs Joshua Hitch. } In Chancery July Term 1840

This case standing ready for hearing and having been argued by the solicitor of the plaintiff and no one appearing on behalf of the defendant before the close of the sittings of the term, the proceedings were read & considered.

Whereupon it is on this twenty ninth day of July in the year eighteen hundred and forty by Theodorick Bland Chancellor and by the authority of this court adjudged ordered and decreed, that the said bill of sale bearing date on the 16th day of March 1832 and the instrument of writing filed with the said bill of complaint and marked as exhibit A, as in the proceedings mentioned, be and they are hereby taken together as constituting one contract of mortgage of the property therein mentioned: that the said defendant forthwith deliver up all the said property and slaves mentioned in the said instruments of writing with their increase, which are now in her possession or within her control, unto the said plaintiff; and that the said defendant account for the hires, profits, and values of all the said property and slaves from the time the same came into her possession or under her control until the same shall have been delivered up as herein directed; and also for the value of all such of the said property as may have been sold or disposed of by her. And this case is hereby referred to the auditor with directions to state an account accordingly, in which he will charge interest on the said hires and values, and allow interest on the said mortgage debt. The proceeds of the sale of the slaves & such are to be applied as part payment of the said mortgage debt, without prejudice to proof the defendant's alleged additional claims are to be rejected. The parties are hereby authorized to take testimony in relation to the said account before any Justice of the Peace on giving three days notice as usual. Provided that the same be returned and filed in the chancery office in this case on or before the first day of October next

Theodorick Bland Ch