

6328

Bentley, Caleb
vs
David Newlin

Montgomery County 1828

Bill, Exhibits, Answer,
Decree, Bond, Trustees Report
Auditors Report

Zadock Magnuson, Trustee

Recorded in Liber # 137-728

Addition to Brooke Grove
Burdley's Clinic
Res. on Lewis Lot

Rec^d. the Interest on the within obligation
to the 20th of September 1826 —

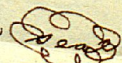
Calh Bentley

Exhibit
by
H.

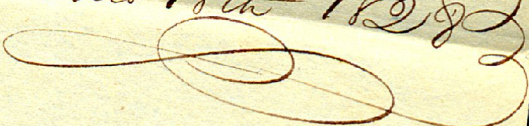
Filed 20 June
1828

and I hereby promise to transfer to Caleb Bentley, or to his heirs or assigns, Ten shares of stock in the Bank of Columbia, on which, One hundred dollars on each share shall have been paid; and until such transfer shall be made, I hereby promise to pay to the said Caleb Bentley the same dividends which the Bank may declare —

And I further promise to agree to pay the sum of One thousand dollars at any time when called on, in lieu of the said ten shares, if the said Caleb Bentley should prefer it —
Witness my hand & seal this 10th day of the fifth month 1813 —

Signed - David Newlin 

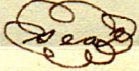
The above is a true copy from the Original Note placed by Caleb Bentley in the hands of Deborah Stabler as collateral security to her for one thousand Dollars —

Certified by James D. Stabler
Pandy Spring Md
June 18th 1822


Copy— On demand I hereby promise to transfer to Caleb Bentley, or to his heirs or assigns, Ten shares of stock in the Bank of Columbia, on which, One hundred dollars on each share shall have been paid; and until such transfer shall be made, I hereby promise to pay to the said Caleb Bentley the same dividends which the Bank may declare — —

And I further promise to agree to pay the sum of One thousand dollars at any time when called on, in lieu of the said ten shares, if the said Caleb Bentley should prefer it —

Witness my hand & seal this 10th day of the fifth month 1813 —

signed - David Newlin 

The above is a true copy from the Original Note placed by Caleb Bentley in the hands of Deborah Stabler as collateral security to her for one thousand Dollars —

Certified by James D. Stabler

Sandy Spring Md
June 18th 1828

\$500.00

On demand I will pay to Caleb
Bentley or order Five hundred dollars, with
legal interest from date, ^{value recd} Witness my hand
& seal this 13th day of the fourth month
1814

David Howlin 

Rec^d. 3 month 14. 1815. for Interest on the within
note in full to this day. \$ 27.58

Rec ^d . 3 mo 14. 1816 Interest in full	30.00
Rec ^d . 3 u 14 1817. for do	30.00
Rec ^d . 3. 14. 1818 for do	30.00
Rec ^d . 3. 14 1819. for do	30.00
Rec ^d . 3 u 14. 1820 for do	30.00
Rec ^d . 3 u 14. 1821 for do	30.00
Rec ^d . 3 u 14. 1822. for do	30.00
Rec ^d . 3 u 14. 1823. for do	30.00
Rec ^d . 3 u 14. 1824 for do	30.00
Rec ^d . 3 u 14. 1825 for do	30.00
Rec ^d . 3 u 14 1826 for do	30.00
Rec ^d . 3 u 14 1827. for do	30.00

Filed 20 June 1828

David Newton

Exhibit 4. B

\$ 500.00

On demand I will pay to Cash

Bentley, or order Five hundred dollars, for
value received, ^{with legal interest} Witness my hand & seal

this 22nd day of the fourth month 1814—

David Hewlin 

Rec ^d . 3 mo 14. 1815 for Interest on the within Note in full to this day.	1828	26.83	Rec ^d . 3 mo 14 New-Heaven
Rec ^d . 3 mo 14. 1816. Interest in full	30.00		
Rec ^d . 3 mo 14. 1817. for do	30.00		
Rec ^d . 3 mo 14. 1818. for do	30.00		
Rec ^d . 3 mo 14. 1819. for do do	30.00		
Rec ^d . 3 " 14. 1820 for do do	30.00		
Rec ^d . 3 " 14. 1821 for do do	30.00		
Rec ^d . 3 " 14. 1822 for do do	30.00		
Rec ^d . 3 " 14. 1823 for do do	30.00		
Rec ^d . 3 " 14. 1824. for do do	30.00		
Rec ^d . 3 " 14. 1825. for do do	30.00		
Rec ^d . 3 " 14. 1826. for do do	30.00		
Rec ^d . 3 " 14. 1827. for do do	30.00		

\$1139.96

On demand I will pay to
Caleb Bentley or to his order Eleven hundred
and thirty nine dollars & nine six Cents
with legal interest, for value received,
Witness my hand & seal this 19th day of
the twelfth month. 1864

Witness present
David Carle

David Hewlin 

Rec ^d 12 th mo 19 th 1815	For Interest on the within -	\$ 68.40
Rec ^d 12 th " 19. 1816	For do do	68.40
Rec ^d 12 - 19. 1817.	for do do	68.40
Rec ^d 12 - 19. 1818	for do do	68.40
Rec ^d 12 - 19. 1819.	for do do	68.40
Rec ^d 12 th " 19. 1820	for do do	68.40
Rec ^d 12 th " 19 1821.	for do do	68.40
Rec ^d 12. 19. 1822.	for do do	68.40
Rec ^d 12. " 19 1823	for do do	68.40
Rec ^d 12 th " 19. 1824	for do do	68.40
Rec ^d 12. " 19. 1825.	for do do	68.40
Rec ^d 12 - 19. 1826	for do do	68.40

12 mo 19
 Dav^d Newlin

Exhibit C.

Rec^d 20 June 1828

\$ 400.00

On demand I will pay to Caleb
Bentley or his order Four hundred dollars,
with legal interest, for value of him
received, Witness my hand & seal ~~th~~
This 12th day of the first month 1815

Test
Jos. A. Bentley

David Newlin Seal

Rec ^d . 1 st mo 12. 1816	for interest on the within			\$ 24.00
Rec ^d . 1 st mo 12. 1817	for do			24.00
Rec ^d . 1 st mo 12. 1818	for do			24.00
Rec ^d . 1 st mo 12. 1819	for do			24.00
Rec ^d . 1 st mo 12. 1820	for do			24.00
Rec ^d . 1 st mo 12. 1821	for do			24.00
Rec ^d . 1 st mo 12. 1822	for do			24.00
Rec ^d . 1 st mo 12. 1823	for do			24.00
Rec ^d . 1 st mo 12. 1824	for do			24.00
Rec ^d . 1 st mo 12. 1825	for do			24.00
Rec ^d . 1 st mo 12. 1826	for do			24.00
Rec ^d . 1 st mo 12. 1827	for do			24.00

Rec^d 20th June 1828

Richard A. D.

James Neufin

In Chancery
Caleb Bentley } Exhibited.
David Newlin }

David Newlin
to
Caleb Bentley } Montague

Received 12th Novr 1821. to be
~~recorded & filed day~~
recorded in Liber V folios
534. 535. 536. 537. & 538 one
of the land records of Montgo-
mery County & Examined
J. W. Ball C. C.

filed 20 June 1828

To the Honorable Theodorick Bland Chancellor of Maryland;

Humbly complaining sheweth unto your honor your orator
Caleb Bentley of Montgomery County in the State of Maryland; That on
the twelfth day of November in the Year of our Lord eighteen hundred and
twenty one a certain David Newlin, at that time a resident of the
same county but who now resides in the County of Harford of the same
State, being indebted to your orator in a very considerable sum or sums of
money upon a number of different, notes of hand or single Bills, signed
sealed by the said David Newlin and delivered to your orator for valuable
considerations at different times in order fully to secure their payment
and satisfaction executed and delivered to your orator the deed of
mortgage which is herewith filed marked Exhibit A, and which your
orator prays may be taken as part of this bill of complaint, by which
said mortgage after reciting the said Bills or obligations the said
David Newlin granted bargained and sold to your orator and his heirs
four different parcels of land describing them by metes and bounds as will
appear in the said mortgage, the first parcel being part of a tract of land
called "Addition to Brooke Grove," and first mentioned and described in
the said mortgage containing four acres, on which first parcel there is a mill and
other improvements, the ^{second} parcel described in the said mortgage, being part of
the said tract of land called "Addition to Brook Grove" containing two acres
and one hundred and fifty perches, The third parcel being part of a tract of
land called "Bordley, Choice" containing thirty acres and the fourth parcel
being part of a tract of land called "The Nursery on Leekes Lot" containing
twelve acres. To Have and to Hold the said parcels of land to your said

orator and his heirs forever with a proviso or condition contained also in the said mortgage, that if it was the true intent and meaning of the same that if the said David Newlin his heirs executors or administrators or any or either of them should pay or cause to be paid to your said orator the just and full amount of the notes single bills or obligations aforesaid with legal interest thereon from their several dates on or before the first day of January then next ensuing then the said mortgage was to be void, it was otherwise to be and remain in full force and virtue in law which said mortgage was acknowledged by the said David Newlin and recorded according to law;

your orator further shews to your honor, that some considerable time after the making and executing of the said mortgage the said David Newlin with the consent and approbation of your orator sold the second third and fourth parcels of land mentioned in the said mortgage to different purchasers for a full and valuable consideration as your orator believes and took the notes or obligations of the purchasers for the purchase money, part of which said notes or obligations the said David Newlin assigned to your orator as satisfaction for so much of the money due on the mortgage aforesaid and another part of the said notes or obligations were placed in the hands of your orator as a security or pledge for the amount of money due him, and your orator is to collect the money due or to become due on them and apply the proceeds to the payment and satisfaction of the notes included in said mortgage, and your orator agreed with the purchasers of the said parcels of land sold as aforesaid to release his claim or lien on each of the said parcels respectively when the purchase money for them should be paid and delivered up to David Newlin the obligor all the notes satisfied by the arrangement aforesaid being the whole of the obligations mentioned and recited in the mortgage aforesaid with the exception of the five following to wit; the notes herewith filed and marked Exhibits B. C. D.

E and a note of which the paper marked Exhibit F is a copy all which your orator prays may be taken as part of this his bill of complaint; your orator further complaining shews to your honor that there is now due to him upon the note marked B five hundred dollars with interest from the 14th March 1824 to which time interest had been paid; upon the note marked Exhibit C eleven hundred and thirty nine dollars and nine, six cents interest from the 19th Decr 1826 and upon the note marked Exhibit D five hundred dollars with interest from the twelfth day of January 1824, upon the note marked Exhibit E five hundred dollars with interest from the fourteenth day of March 1824 and upon the note of ^{which} Exhibit F is a copy the sum of one thousand dollars with interest from the twentieth day of September 1826. Your orator further states that he has applied to the said David Newlin ^{relative to} ~~for~~ payment of the sums of money aforesaid and interest as aforesaid but that the said David Newlin has hitherto been unable to pay the same or any part thereof and has neglected to do so; your orator further charges that the first parcel of land mentioned in the said mortgage being the lot of four acres part of Addition to Brook Grove is still in the possession and occupation of the said David Newlin and your orator is desirous to be paid the amount of what is due to him and for that purpose that the said parcel of land should be sold and the money or proceeds appropriated to his use.

In Tenders consideration whereof and to the End that the said David Newlin may answer to all and singular the matters alleged in this bill fully and particularly and that he may be decreed to pay to your orator the amount of what is due for principal and interest upon the said notes or obligations with interest thereon by some short day to be appointed by this Honorable Court in that behalf with your orator costs and in default thereof that the said parcel of land mentioned in the said mortgage containing four acres part of Addition to Brook Grove upon the null and

the improvements aforesaid are situated may be sold and a trustee appointed
for that purpose by this honorable Court and the proceeds of such sale applied
to the payment of your orator's claim and for further relief.

May it please this honorable Court to grant to your orator
the state most Gracious writ of Subpoena directed to the said David
Newlin of Harford County in the State of Maryland in the usual
form commanding him to appear in this Court and answer the
process and abide such order or decree. This honorable Court
may finally pass and your orator as in duty bound will pray so

Ladoth Magruder
Comptroller

to Chancery

Edw. Stanton

Edw. Stanton

Mr. Francis Butler

David W. H. Bell and
the accompanying Exhibits,
of D. & D. E. and M. and five
subpoenas, prayed.

Ladoth Magruder
Comptroller

Filed 20 June
1828. 6 Exrs
subpoenaed.

other improvements aforesaid are situated may be sold and a trustee appointed
for that purpose by this honorable Court and the proceeds of such sale applied
to the payment of your orator's claim and for further relief.

May it please this honorable Court to grant to your orator
the state most Gracious writ of Subpoena directed to the said David
Neolin of Harford County in the State of Maryland in the usual
form commanding him to appear in this Court and answer the
premises and abide such order or decree as this honorable Court
may finally pass and your orator as in duty bound will pray

Yours Magnificently

Respectfully

to Chancery -

Edw. Dentley

3

David Neolin

Mr. Francis Watkins

Please take this bill and
the accompanying Exhibits,
of A. B. & D. E. and F. and place
thereon as is prayed.

Yours Magnificently
Respectfully

Filed 20 June
1828. 6 Acts
fulfilled.

To the Honorable Theodorick Blane, Chancellor of Maryland,

The answer of David Newlin to the Bill of Complaint of
Caleb Bentley of Montgomery County;

This defendant for answer to the said Bill of complaint of the
said Caleb Bentley, *Says*, that he admits that the Statement of
the Complainant aforesaid in his Bill aforesaid contained ^{is} strictly
true, and this defendant has no objection whatever to the relief
being granted to said complainant which is asked for in his Bill
and as this defendant is aware that he is unable to pay to the
complainant the sum now due to him except by a sale of the
property mentioned in said Bill of complaint this defendant
is willing and hereby consents to a decree for the sale of the
said land forthwith without further delay;

(signed,)

David Newlin

Maryland Harford County set:

on this 23^d day of June 1828 David Newlin personally appeared
before the undersigned Justice of the Peace of the County aforesaid and being
one of the society of people called Quakers, solemnly declared and affirmed
that the matters and things in the above answer are true as stated to the best
of his knowledge and belief.

Stephen Jones

Caleb Bentley }
David Newlin }

In Chancery July Term 1828

The said cause standing ready for hearing, the bill answer exhibits and other proceedings were by the Chancellor read and considered -

It is therefore this ~~twenty~~ ^{twenty ninth} day of July in the year of our Lord eighteen hundred and twenty eight by Theodorick Bland Chancellor and by the authority of this court, adjudged ordered and decreed, that the respondent David Newlin ^{pay or} bring into this court for the payment and satisfaction of the mortgage in the bill mentioned ^{on or before the twenty ninth day of August next} ~~with~~ the sum of three thousand five hundred and thirty nine dollars and ninety six cents with interest on one thousand dollars part of the sum from the 14th day of March 1827 until ^{or brought in} paid, also with interest ^{on} eleven hundred & thirty nine dollars and ninety six cents another part of said sum from the 19th day of December 1826 until ^{or brought in} paid, also with interest on four hundred dollars another part of said sum from the 12th day of January 1827 until ^{or brought in} paid, and also with interest on one thousand dollars another part of the said sum from the 20th day of September 1826 until ^{or brought in} paid, and in default thereof that the land mentioned in the Bill, being the first parcel described in the mortgage be & marked Exhibit A filed with the bill containing four acres of land, with a mill and other improvements thereon be sold for the payment of the mortgage debt aforesaid and the costs of this suit -

and it is further adjudged ordered and decreed that

Ladok, clerk of Montgomery County be and he is
herby appointed trustee for making sale as aforesaid and
that the course and manner of his proceedings be as follows to wit:
he shall first ~~set~~^{file} with the Register of this court a bond to the
State of Maryland executed by him self with a surety or sureties
as by the Chancellor may be approved in the penalty of
five thousand dollars current money conditioned for the
faithful performance of the trust reposed in him by this ^{or order} or any
future decree in the premises; he shall then give notice in some
newspaper printed in Montgomery County at least three
weeks in succession, of the time place manner and terms of
sale; he shall then proceed to sell the said land either or by
parcels as he shall think most advantageous, for cash to be paid
on the day of sale or the final satisfaction thereof by the
Chancellor; the said trustee shall then as soon as conveniently
may be after the sale return to this court a full and particular
account of his proceedings under this decree with an affidavit
of the truth thereof and of the fairness of the sale annexed and
upon the Chancellors ratification and upon receipt of the
purchase money (and not before) the said trustee by a good and
lawful deed or deeds to be drawn acknowledged and recorded
as the law directs at the expense of the purchaser or purchasers
shall give grant bargain sell release and confirm to the
purchaser or purchasers ^{and their heirs} the land to him her or them sold
and all the right title and interest of him the said David
Newlin and also of the said Caleb Bentley and the purchaser
or purchasers shall then be entitled to the same free of all claims
of the parties in this cause and the said trustee shall be allowed
for the whole trouble and expense by him incurred in the
execution of this trust such commission as to the Chancellor
shall seem just and proper in consideration of the skill

attention and fidelity with which he shall appear to have
executed this office and the trust reposed in him by virtue of
this decree or any future decree in the premises -

Theodorick Maud Mr.

\$5000

Know all men by these presents that we Zadok
Magruder and John Maddock of Montgomery
County are held and firmly bound to the State of
Maryland in the sum of five thousand dollars current
money, to be paid to the said State or its certain
attorney, to which payment well and truly to be
made and done we jointly and severally bind
ourselves, our heirs, executors and administrators firmly
by these presents, sealed with our seals and dated
this 5th day of September Anno Domini 1828.

Whereas the said Zadok Magruder by a decree of the
Honorable Frederick Blake Chancellor dated the
twenty ninth day of July in the year eighteen hundred
and twenty eight hath been appointed a trustee to sell
a parcel of land of a certain David Newlin for the
payment of a mortgage debt,

Now the Condition of the above obligation is such
that if the said Zadok Magruder shall faithfully
perform the trust reposed in him by the said decree or any
future order or decree in the cause between Caleb Bentley
and David Newlin in which the said decree was obtained
then this obligation is to be void, it is otherwise to be and
remain in full force and virtue in law.

Zadok Magruder

(Seal)

John Maddock

(Seal)

The security to this bond is good
and may be safely approved B. Horrell

Caleb Bentley }
as
David Newlin }

In Chancery.

To the Honorable Theodorick Blane Chancellor of Maryland;

The trustee appointed by a decree in the above cause dated the 29th July 1828 to sell the land mentioned in the said decree respectfully submits the following;

Report;

That in pursuance of the direction contained in said decree he filed a bond with the register of this court in such form and with such security as was approved of by this honorable court and he then appointed the fourth day of October for the day of sale and gave notice of the time, place, manner, and terms thereof by advertisement inserted three weeks in succession previous to the day appointed in "The Maryland Journal and The American" a newspaper printed weekly in Rockville in Montgomery County a copy of which said advertisement is annexed hereto as a part of this report and on the day and time appointed, he attended on the premises and exposed at public sale, all that Lot or parcel of land lying in Montgomery County, ^{being} ~~freed~~ containing as estimated four acres of land, more or less, ^{part of a tract called "Brook Grove"} with the appurtenances and improvements, a mill and dwelling house and outhouses, ^{and also} ~~thenon~~ being the first parcel of land described in the mortgage deed filed in the above cause which is dated the 12th day of November 1822 and recorded the same day among the land records of Montgomery County and the said Lot or parcel of land after being offered for a considerable time, the said trustee finally sold the same to Caleb Bentley the complainant in this cause who was the highest bidder, at the sum of one thousand and fifty dollars to be paid in cash on the day of sale or the final ratification thereof by the Chancellor; and the said Caleb Bentley made his election to pay or settle for the purchase money ~~after~~ at the final ratification of the sale;

All which is respectfully submitted to your honor;

Zadok Mageruder }
Trustee

Trustee's Sale.

By virtue of a decree of the Honorable the Chancellor of Maryland, I will expose at public sale, on Saturday the 4th day of October next, at 2 o'clock, p.m. on the premises, a valuable

Lot of Land,

Adjoining the town of Brookville, containing by estimation

Four Acres of Land,

being the lot upon which David Newlin lately resided, and which is now in the occupation of Artemas Newlin. This lot has on it a valuable grist mill and mill-dam, a saw mill, oil mill and machinery for getting out clover seed, with a handsome dwelling house and other buildings necessary for such an establishment.

This property has been long known in the county whilst in the occupation of Mr. David Newlin, and must necessarily yield considerable profit to the owner. Persons desirous to purchase can, however, view the property and judge for themselves.

The terms of sale will be as follows, to wit: The property will be sold for cash, to be paid on the day of sale or on the final ratification thereof by the Chancellor. After the terms of sale shall have been complied with by the purchaser and the amount of the purchase money paid, the trustee will execute a deed to the purchaser of the land, conveying it to him free of the claims of the parties to the suit in chancery in which said decree was obtained, and their heirs, &c.

ZADOK MAGERUDER, Trustee.

September 16.

Anne Arundel
Maryland, ~~Sevier~~ County, Ark.

On this third day of December 1828 Zadok meigs personally appeared before the subscriber a justice of the peace of the County aforesaid and made oath on the Holy Evangelists that the matter contained in the within report and return as stated and that the sale therein mentioned was made bona fide and with fairness to the best of his knowledge and belief

Sworn before.

Edward Dubois

~~Nowhere money after deducting the costs of the suit and the expenses and commissions of the said trustee shall be set off against so much of the complainant's claim upon the mortgage mentioned in the report as~~

Calhoun Bentley

David Newlin

In Chancery March Term 1829

ordered this 11th June 1829 that the sale above mentioned be absolutely ratified and confirmed - no cause having been shown to the contrary altho notice hath been given according to the rules of the court - The Trustee is allowed for commission and expenses sixty three dollars -

Theodorick Maud Jr.

Calhoun Bentley

David Newlin

In Chancery December Term 1828

On the above cause etc has ordered ~~as before~~ this 3rd day of December 1828 that the report before by Zadok meigs in the above cause of the sale of the land in question in the complainant's bill be ratified and confirmed unless cause be shown to the contrary on or before the 3rd day of February next. Provided a copy of this order shall be inserted in some newspaper printed in Montgomery County once a week for three successive weeks before the 3rd day of January next

The Report states the amount of sales to be \$1050 -

Theodorick Maud Jr.

Calhoun Bentley

David Newlin

In Chancery March Term 1829

In the above cause at appearing that the sale made on the 22nd of December 1828 has been duly published. It ordered that the report of the trustee therein mentioned be absolutely ratified and confirmed and the amount of the said trustee be fully ascertained to the said court and is further ordered that the balance of the money

Caleb Bently
vs.
David Newlin,

} In Chancery.
December Term 1828.

In the above cause, ordered this 3d day of December, 1828, that the report filed by Zadock Magruder the Trustee in the above cause of the sale of the land, mentioned in the complainants Bill, be ratified and confirmed unless cause be shewn to the contrary, on or before the 3d day of February next; provided a copy of this order be inserted in some newspaper printed in Montgomery county once a week, for three successive weeks, before the 3d day of January next. The report states the amount of sales to be \$1050.

True Copy, Test.

RAMSAY WATERS Reg. Cur. Can.

51 Dec. 10.

at

Cost of advertisement \$1

I hereby certify that the annexed advertisement dated 10th Dec was inserted once a week for three successive weeks before the 3rd day of January 1829. in The Maryland Journal and True American a newspaper printed in Montgomery County -

For Jesse Leach
John Porter

June 1. 1829

Trustee's Sale.

By virtue of a decree of the Honorable the Chancellor of Maryland, I will expose at public sale, on Saturday the 4th day of October next, at 2 o'clock, p. m. on the premises, a valuable

Lot of Land,

Adjoining the town of Brookeville, containing by estimation

Four Acres of Land,

being the lot upon which David Newlin lately resided and which is now in the occupation of Artemas Newlin. This lot has on it a valuable grist mill and mill-dam, a saw mill, oil mill and machinery for getting out clover seed, with a handsome dwelling house and other buildings necessary for such an establishment.

This property has been long known in the county whilst in the occupation of Mr. David Newlin, and must necessarily yield considerable profit to the owner. Persons disposed to purchase can, however, view the property and judge for themselves.

The terms of sale will be as follows, to wit : The property will be sold for cash, to be paid on the day of sale or on the final ratification thereof by the chancellor. After the terms of sale shall have been complied with by the purchaser and the amount of the purchase money paid, the trustee will execute a deed to the purchaser of the land, conveying it to him free of the claims of the parties to the suit in chancery in which said decree was obtained, and their heirs, &c.

ZADOK MACRUDER, Trustee.

September 16.

I hereby certify that the annexed advertisement dated 16 Sept^r was inserted once a week for three weeks previous to the 4th day of october 1828 in the Maryland Journal and True American a weekly newspaper printed in montgomery county -

For Isaac Leach

John Porter

June 6. 1829

costs of advertisement \$2.

116

Caleb Bentley? }
vs } In Chancery 13 June 1829
David Newlin }

The Auditor reports to the Honorable the Chancellor that he has examined the proceedings in this cause and from them stated the within Account between the defendant's mortgaged Estate and the Trustee in which the proceeds of sale of said estate are applied to the payment of the Trustee's allowance for Commission and expenses and costs of suit and of so much of the Complainant's claim.

Which is respectfully submitted
Th. L. Alexander Aud.

In Chancery 15 June 1829

Ordered that the foregoing report of the Auditor be and the same is hereby ratified, and confirmed: and the trustee is directed to apply the proceeds accordingly with a due proportion of interest that has been or may be received.

Theodore Maudslayi

D ^r The Mortgaged Estate of David Newlin				in account with Ladoek Magruder Esquire Trustee				C ^r	
1828		Dols	C ^t	Dols	C ^t	1828		Dols	C ^t
Oct. 4	To the Trustees for Commissions & expenses			63	00	Oct. 4	By Amount of Sale then made & Report	1050	00
"	" To the Complainants Costs viz.								
	Registers fees sent out	8	37						
	Ditto. now charged to Trustee	4	38						
	Auditors fee ditto	4	67						
	Seals & Taxes	2	25						
	Attorney	10	00	29	67				
"	To Caleb Bentley for Decree	353	96						
	Int on \$1000 from 14 Mar 1827 - 14 Jun 28	93	33						
"	1139.96 " 19 Dec 1826 - 1. 9. 15	123	55						
"	400.00 " 12 Jan 1827 - 1. 8. 22	41	47						
"	1000.00 " 20 Sept. 1826 - 2. 11	122	33						
		\$ 3919	61	95	73				
		\$ 1050	00						

Received of the undersigned
 the sum of \$1050.00
 for the balance of the
 account of the estate of
 David Newlin deceased
 as per report of the
 trustees of said estate
 made to the Court on
 the 4th day of October
 1828.

Account ^{copy}
The Mortgaged Estate
of David Newlin
with
Ladock Magruder
Esq. Trustee
and
Auditor's report
13 June 1829.

¹¹⁰
Filed 15 June
1829
Order 15 June 1829

Caleb Bentley } In Chancery
 vs }
 David Newlin } Compt's Costs

Registers presented out — \$8. 37 1/2

Do. Do. now due & cd
 to Trustees. filing & approving
 Bond 10. filing report 5. order 5
 Copy 10. filing 3 vouchers 15
 final order 5 Copy 10. order to
 State 5. filing report 5. order
 5. Copy 100. Taxing costs & 25
 recording add. proceedings \$2.37 1/2

	4. 37 1/2
	<u>12. 75.</u>
Deals & Taxes	2. 25
	<u>10. 00</u>
Solicitor's fees	<u>\$25. 00</u>

Ramsay Waters
 Registrar

Aug 23^d. 1841.

Dear Sir,

You will please send me by mail
a copy of the Trustees report in the case of Caleb Bentley
or David Swolin made about the 16 Sept 1828 or 29,
and inform me whether the sale has been finally ratified
or not, or what was the last order in the premises.

The sale was reported by J. Hagen den Esq. as finished,
it is believed.

Yours very Resp^{tly}.

Rich^d J. Bonie

Ramsay Watson Esq.

Reg. in Com.

26
Caleb Bentley }
vs }
David Naolin }

In Chancery

To the Honorable Theodorick Bland
Chancellor of Maryland

The Trustee appointed by a Decree of in the above
cause dated the 29th July 1828. to sell the land mentioned
in the said Decree; respectfully submit the following;
Report

That in pursuance of the directions contained
in said Decree he filed a Bond with the Register of
this Court in such form and with such security as
was approved of by this Honorable Court and he then
appointed the fourth day of October for the day of sale
and gave notice of the time, place, manner, and terms
thereof by advertisement inserted three weeks in suc-
cession previous to the day appointed in the Maryland
Journal and "The American" a new paper printed
weekly in Rockville in Montgomery County a copy of
which said Advertisement is annexed hereto as a part
of this Report; and on the day and time appointed at-
tended on the premises and exposed at public sale, also
that Lot or parcel of ~~ground~~ land lying in Montgomery
County aforesaid containing as estimated four acres
of land, more or less. being part of a tract called

"Brook Grove" with the appurtenances and improvements a Mill and Dwelling Houses, and outhouses, thereon, and also being the first parcel of land described in the Matzaga's Deed filed in the above cause which is dated the 12th day of November 1811 and recorded the same day among the Land Records of Montgomery County and the said Lot or parcel of Land after being offered for a considerable time, the said Trustee finally sold the same to Caleb Bentley the Complainant in this cause who was the highest bidder, at the sum of one thousand and fifty Dollars to be paid in Cash on the day of sale or the final ratification thereof by the Chancellor; and the said Caleb Bentley made his Election to pay or settle for the purchase money aforesaid on the final ratification of the sale; - All which is respectfully submitted to your Honour

Zadok Magruder
Trustee

Maryland Anne Arundel County, &c. on this 11th day of December 1828 Zadok Magruder personally appeared before the undersigned a Justice of the Peace of the County aforesaid and made oath on the Holy Evangelist that the matters contained in the within Report are true as stated and that the sale therein mentioned was made bonafide & with fairness to the best of his knowledge and belief -
Sworn before Edward Dubois

Caleb Bentley }
vs } In Chancery December Term
David Newlin } 1828.

In the above cause ordered this 3rd day of December 1828. that the Report filed by Zadok Magruder the Trustee in the above cause of the sale of the land in mentioned in the complainant's Bill be ratified and confirmed unless cause be shown to the contrary on or before the 3rd day of January next Provided a copy of this Order be inserted in some newspaper printed in Montgomery County once a week for three successive weeks before the 3rd day of January next

The Reports states the amount of sales to be \$1050.00
Theodorick Bland Ch.

Caleb Bentley }
vs } In Chancery March Term 1829.
David Newlin }

Ordered this 11th June 1829. that the sale above mentioned be absolutely ratified and confirmed - no cause having been shown to the contrary altho notice hath been given according to the Rules of the Court - The Trustee is allowed for Commission and expenses fifty three dollars.

Theodorick Bland Ch.
True Copy Test Ramray Waters Reyser Clerk

To the Honorable Theodorick Bland Chancellor.

The petition of Caleb Bentley respectfully sheweth that by a decree of your Honor passed the twenty ninth day of July eighteen Hundred and twenty eight, in a case in which your petitioner was complainant and a certain David Meulind was defendant, Jacob Maguender Esq. late of Montgomery County old, was appointed Trustee to sell certain lands mentioned in said decree. In pursuance of which decree, the said Jacob Maguender having first filed his bond and advertised the premises, as required, on the fourth day of October of the said year, exposed the same at public auction, and your petitioner became the purchaser of all that lot or parcel of land lying in Montgomery County aforesaid containing as estimated four acres of land more or less, being part of a tract of land called "Beetle Grove" with the appurtenances and improvements a Mill and Dwelling Houses and Outhouses thereon and also being the first parcel of land described in the mortgage from the Defendant to the Complainant, filed in the cause; which said sale was reported to your Honor on or about the third day of December eighteen Hundred and twenty eight and ratified nisi on said day, and afterwards writ on the eleventh of June 1829, the said sale was finally and absolutely ratified as will appear from a copy of said report and order of ratification herewith filed, marked A. and confirmed. Your petitioner further shews that the amount of the purchase money was due from the Defendant to your petitioner as will appear from said mortgage and the bill of proceedings aforesaid, that the Trustee Jacob Maguender Esq. has since died without conveying the aforesaid premises to your petitioner, wherefore he prays another Trustee may be appointed with power to execute said trust and convey the premises aforesaid and for such other further relief as to your Honor may seem fit, & your petitioner as in duty bound will ever pray &c

Rich^d D^r Boile for Pet^r

State of Maryland, Montgomery County. {
to wit: }

of the peace, in and for the County aforesaid } Before the Subscribed a Justice
On this the 3d day of June Anno Domini 1841. personally appearing
Caleb Bentley named in the foregoing petition and solemnly
sincerely and truly affirmed and declared that the matter and
things mentioned in the foregoing petition are true as stated
to the best of his knowledge & belief.

In Chancery 9 June 1841 Affirmed before

Ordered that Richard S. Bowie be and ~~R. S. Bowie~~
he is hereby appointed trustee in place of ~~David~~
Zadock Magruder deceased for the purpose of making
a conveyance of the said property and as prayed by the
foregoing petition.

Theodorick Bladen

Caleb Bentley

B

David Newlin

Petition of Caleb Bentley

The Register will please file

this petition and Exhibit A.

and send the same to the

Chancellor.

R. S. Bowie

Secy for Pet.

filed 7 June 1841
Ex

Order 9 June 1841