

ABRAHAM LEMASTER (1638-1722) OF CHARLES CO., MD.
AND HIS DESCENDANTS.

Vol. 1

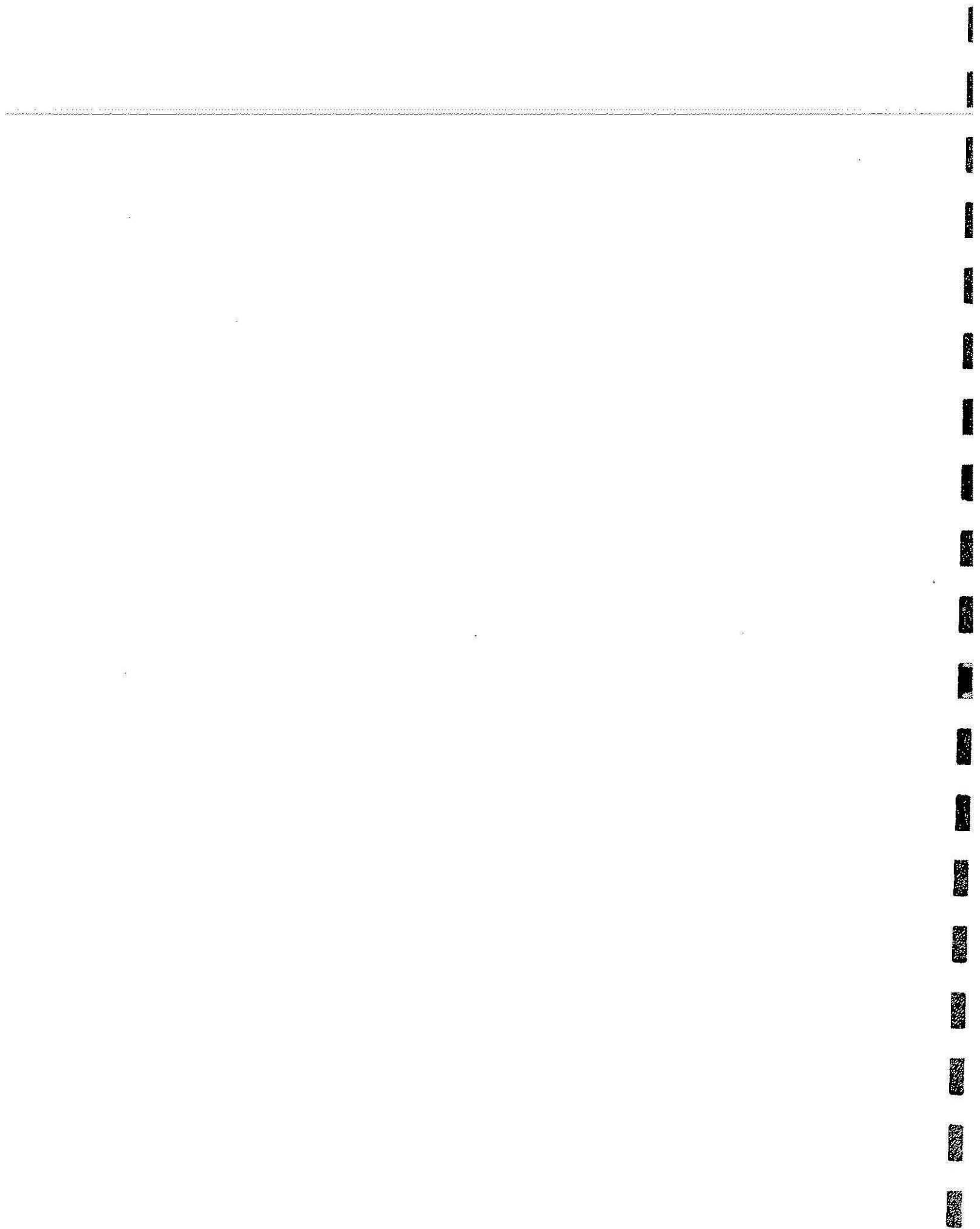
The Records of Abraham Lemaster and his Children,
Who Married into the Barron, Cooksey, Noe, Tennison
and Ward Families.

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1. LEMASTER, ABRAHAM, farmer, son of John and Sarah Lemaster, was born ca. 1638 in Ste. Marie's Parish on the Isle of Jersey in the Channel Islands, d. Dec. 6, 1722 in Charles Co., Md., was transported to St. Mary's Co., Md. ca. 1661, m. in St. Mary's Co., Md. to _____ who was still living in Sep. 1722 in Charles Co., Md. It was previously thought that Abraham's wife was named Elizabeth but that now appears doubtful. See Note 1.

Issue:

2. Sarah Lemaster, m. John Tennison.
3. Mary Lemaster, m. Mr. Barron (probably Robert).
4. Richard Lemaster, m. Martha _____.
5. Isaac Lemaster, prob. m. 1st Catherine Ward, m. 2nd Mary _____.
6. Anne Lemaster, m. Mr. Noe (probably Justinian).
7. John Lemaster, m. 1st _____, m. 2nd Mrs. Christian Tennison Cooksey.

The following records have been found for Abraham Lemaster. Records of Abraham are located in St. Mary's Co., Md. until 1695; thereafter, they are found in Charles Co., Md. because the part of St. Mary's Co. in which Abraham lived was transferred to Charles Co. in 1696.

Sep. 1662 - Abraham witnesses the will of Dr. George Houldcraft in St. Mary's Co., Md. (probated Dec. 1665.)

Sources: (1) Maryland Wills, Book 1, p. 237; (2) Baldwin, Jane, "The Maryland Calendar of Wills," Vol. 1 (1635-1685), p. 32.

Nov. 1668 - Abraham Lemaster, planter, of St. Mary's Co., Md. proves his right to 50 acres for his time of "service" to John Smith, and assigns the right to Roger Snell, planter, of St. Mary's Co., Md. Witness: Edward Savage.

Sources: (1) Maryland Land Office, Patents, Liber 11, Folio 545; (2) Skordas, Gust, "The Early Settlers of Maryland," p. 287.

Comment: From this record we know that Abraham came to Maryland as the indentured servant of John Smith, and had earned the right to claim 50 acres under Lord Baltimore's Amended Conditions of Plantation. For a further discussion, see Note 1. However, Abraham did not use his land right, but rather assigned it to Roger Snell. Roger Snell was transported to Md. in 1661 by Capt. William Boarman. Snell, having proved his own right to 50 acres of land in Oct. 1668 for his 7 year period of servitude to Boarman, and having gotten the assignment from Abraham for another 50 acres in Nov. 1668, received a patent for 100 acres in Feb. 1669.

It appears that the land Abraham and Snell were set to receive from Lord Baltimore for their service was land called

"Lanternum." However, William Boarman, the local manor lord, apparently wanted this particular land so he made arrangements to exchange other lands of his with Abraham and Snell for their rights to "Lanternum." See Apr. 1714 and Apr. 1715 records below. The land Abraham apparently received in exchange was "George's Rest." See 1671 record below.

Aug. 1670 - Came Abraham LeMaster and desired that his ear mark of his cattle might be recorded: Flower de luce [sic] in the right ear, cropt and hol'd in the left.

Source: Archives of Maryland, Vol. 57, p. 556 (Maryland Provincial Court Proceedings).

Comment: Is "flower de luce" what we call today "fleur de lys?"

1671 - "George's Rest," containing 100 acres in St. Mary's Co., Md., and lying on the west side of a branch of Zachiah Swamp, was conveyed in 1671 by William Boarman of St. Mary's Co. to Abraham Lemaster, bounded by the lands of Dennis Husculaw. Subsequently Abraham conveyed "George's Rest" to William Taylard who conveyed it to Richard Lemaster [4.] who conveyed it to Mary Contee in Mar. 1709.

Source: Charles Co., Md. Court and Land Records, Liber C No. 2, pp. 161-163.

Comment: "George's Rest" appears to be the land that William Boarman deeded to Abraham in exchange for Abraham's rights to "Lanternum." See Nov. 1668 record above and Apr. 1714 and Apr. 1715 records below. This explains why there was never a patent of land from Lord Baltimore to Abraham although he was entitled to one.

There is no original land patent for George's Rest because it was carved by William Boarman out of one of his larger properties. William Boarman had a son named George; perhaps the source of the name George's Rest. George's Rest seems to be the first land Abraham owned. Boarman's deed to Abraham, Abraham's deed to Taylard and Taylard's deed to Richard are not extant, the St. Mary's Co. deeds having been lost. However, re Abraham's deed to Taylard, see May 1696 record below. The source cited above (Liber C No. 2) is Richard Lemaster's deed to Mary Contee in Mar. 1709, which deed recites the earlier history of the land and sets forth its metes and bounds.

Sep. 1675 - In the Sep. 1675 patent of Toombett to Richard Lemaster [4.], it states that Toombett is bounded by the land of Abraham Lemaster.

Source: Maryland Land Office, Patents, Liber 19, Folio

~~Comment: See complete record under Richard [4.]~~ I believe the land of Abraham's that adjoined Toombett was either St. Stephens Coleman or George's Rest. Note the consecutive listing of the following patents in the Rent Roll of Newport Hundred, Charles Co.: St. Stephens Coleman 1670 for Philip Combes (see 1680-85 record below); then Toombett 1675 for Richard Lemaster; then St. Vincent 1672 for Dennis Husculaw; then Husculaw's Addition 1672 for Dennis Husculaw ("near George's Rest"); then Calvert's Hope 1670 for James Bowling; then Strife 1699 for Benjamin Hall; then Betty's Delight 1672 for Edward Evans. See also Note 6.

May 1676 - The inventory of the estate of John Pile, deceased, in St. Mary's Co., includes a list of accounts in the name of Joseph Pile, on which list is the name of Abraham Lamaster.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1674-1678 and 1699-1703," p. 28.

Comment: No county is given in the inventory but St. Mary's Co. is stated in John Pile's administration account. Ibid. John Pile's administration account says Joseph Pile is his son. Still, it is not clear why a list of accounts in the name of Joseph Pile is relevant to the inventory of John Pile. Sarah Pile, widow, was John Pile's administratrix. From the way the wording is set forth in Skinner, it appears that Abraham was a debtor, not creditor, of Joseph.

Dec. 1678 - Abraham Lemaister is on the list of debts due to the estate of Richard Chillman, deceased, of St. Mary's Co.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1674-1678 and 1699-1703," p. 79.

Comment: Dec. 31, 1678 is the date on both the list of debts and the date of Chillman's inventory. The reference to St. Mary's Co. comes from Chillman's administration account; the inventory and list of debts do not state a county.

Aug. 1680 - Abraham Lemastoe [sic] is on the list of debts owed to the estate of Samuel Raspin, deceased, of Charles Co., Md. The list is contained in Raspin's inventory.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1679-1686," p. 23.

Comment: No county is given in this record but the later records of Raspin's estate are in Charles Co. Although Raspin's estate was administered in Charles Co., Abraham

would still have been a resident of St. Mary's Co. at this time.

Mar. 1684 - Abraham LeMaistre is on the list of debts owed to the estate of Samuel Raspin, deceased, in Charles Co., Md. The list is contained in Raspin's administration account.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1679-1686," p. 55.

Dec. 1684 - Provincial Court of Maryland, sitting at St. Mary's City. John Turner, and Margaret his wife, Thomas Stone, Thomas Thompson and Abraham LeMaistre, of St. Mary's Co., Md. submitted a petition to the Justices of the Provincial Court in Dec. 1684, as follows:

Your petitioners at the June 1683, Feb. 1684 and Mar. 1684 courts were summoned as witnesses to testify in the matter of the "Lord Proprietary against Thomas Carville upon indictment of subornation of perjury against one William Cheshire _____ [deceased?]" The petitioners set forth that their coming, going and attending at court took them each 20 days, and at the usual rate of 30 pounds of tobacco per day, they each believe themselves entitled to 630 pounds of tobacco [bad math?] from Thomas Carville, which Carville refuses to pay. The petitioners based their claim on the usual custom of this province for all malefactors that have been indicted and acquitted to pay all fees and charges of evidence against them in such cases.

The Court considered the petition, and ordered that Carville pay each of the petitioners 30 pounds of tobacco per day for 14 days, for a total of 420 pounds of tobacco each.

Source: Maryland Provincial Court, Judgment Record, Book DSA, p. 46.

Comment: In those days, and for many years thereafter, tobacco was the general form of currency in use in Maryland. The Provincial Court was a court with jurisdiction over the entire Province of Maryland. The Provincial Court had original jurisdiction over matters that were considered too important for the county courts to hear, as well as extraordinary cases. The Provincial Court was also the court of appeals from decisions of the county courts.

Nov. 1685 - Edward Evans deeds "Betty's Delight" in St. Mary's Co., Md. [after 1696 "Betty's Delight" was in Charles Co.] to Abraham Lemaster, containing 200 acres and "Beginning at a bounded red oak of Capt. Boarman near the land of Hall place....")

Source: Charles Co., Md. Court and Land Records, Liber L No. 2, pp. 393-396.

Comment: The Aug. 1673 patent of Betty's Delight to Edward Evans, including its metes and bounds, is set forth in Note 2. The 1685 deed from Evans to Abraham no longer exists, the St. Mary's Co. deeds having been destroyed. The source for this record (Liber L No. 2) is the Sep. 1727 deed of Betty's Delight by John Lemaster [7.] to his brother Richard Lemaster [4.], which deed recounts the prior history of the land. That Edward Evans conveyed Bety's Delight to Abraham may also be deduced from the Charles Co., Maryland Rent Rolls, Liber RR 7/8, p. 367. See Note 2 for extended discussion.

Feb. 1685/6 - Maryland Provincial Court. John Dent vs. Abraham LeMaistre. Case caption only.

Source: Maryland Provincial Court, Judgment Record, Book DSA, p. 271.

Comment: There was a bracketed notation beside this and 9 other adjacent case captions, but I could not make it out. Note the double year 1685/6 for this record. In those days, a new year did not begin on Jan. 1, but in late March. That is, the month following Dec. 1685 was technically not Jan. 1686, but Jan. 1685 (the previous January having been Jan. 1684). Because of this confusion, the month following Dec. 1685 was usually written as Jan. 1685/6.

ca. 1686 - Abraham showed his son Richard Lemaster [4.] the boundary of "Green's Rest." See June 1713 record below and Apr. 1731 record under Richard [4.]

May 1686 - Maryland Provincial Court. John Dent vs. Abraham Lemaister of St. Mary's Co. Trespass on the Case. Robert Carville, attorney for Dent; William Dent, attorney for Lemaister. Dent brought suit against Abraham in the St. Mary's Co. Court alleging that in Feb. 1684/5 at Westwood in St. Mary's Co., he had bought from Abraham for 1600 pounds of tobacco a man servant named Abraham Rising. Dent alleged that Abraham warranted Rising to be whole and sound and without any bodily infirmities, but that in fact Rising had diverse infirmities (swelling of his legs and other diseases) from which Rising died in Mar. 1684/5 at John Dent's house in the forest in St. Mary's Co. Dent further alleged that he had to expend sums of tobacco in medicine and otherwise for Rising's care.

Abraham denied the allegations, and the case was tried before a jury at the Sep. 1685 St. Mary's Co. Court. The verdict was in Dent's favor in the amount of 1645 pounds of tobacco for the purchase of Rising, and 200 pounds of tobacco for Dent's medical and related expenses, plus costs of suit.

Abraham asked the St. Mary's Co. Court to set aside the verdict in Dent's favor, and at the Nov. 1685 Court

he set forth 3 reasons why he believed this should be done. First, a warranty that any man is whole and sound and without any bodily infirmity "is more than he the said Abraham or the skillful physicians of the world is able to know," and therefore, even if such a warranty was made, it is "an impossibility and therefore void in law."

Abraham's second reason in arrest of judgment was that Dent did not purchase Rising in reliance on any such warranty, but chose rather to believe his own eyes, and did not purchase Rising until he had been well viewed, and from which he perceived that the servant was whole and sound in all outward appearance. Thirdly, Abraham argued that any warranty was only to the effect that Rising was sound on the date of sale, and, since Rising was not unwell until 2 or 3 days after the sale, it was beyond the scope of the warranty.

The Court never got beyond Abraham's first argument, and finding it persuasive, ordered that the verdict in Dent's favor be quashed. Dent then appealed to the Provincial Court, Vincent Mansfield and Henry Powlter giving security for Dent.

At the Maryland Provincial Court of May 1686, Dent argued that the reason given by Abraham (and accepted by the County Court) was insufficient at law, and he requested that the jury's verdict be reinstated. The Provincial Court affirmed the County Court's judgment that the verdict in Dent's favor be set aside. Further, the St. Mary's County Court was directed by the Provincial Court to issue execution against Dent for Abraham's legal costs in the county court case, together with the costs expended by him in the appeal.

Source: Maryland Provincial Court, Judgment Record, Book DSA, pp. 373-377.

Comment: The arguments raised by Abraham's attorney were extremely sophisticated for the time and place, and show the evolution of common law warranty and reliance. They would not look out of place today, although today, Abraham might also argue that if Dent was concerned about Rising's physical condition, he should have had him examined by a physician, and for his part Dent would try and establish that Abraham had some prior knowledge of Rising's infirmities which he kept hidden from Dent despite Dent's inquiries about same. In an unrelated 1746 deed of slaves, the seller warranted "the lives of the Negroes" for a period of time, albeit of short duration. In hindsight, this seems to be the approach Dent should have taken.

July 1686 - "Was exhibited Thomas Mudd's bond for administration of Edward Turner's estate, John Wathen and Abraham Lemaister of St. Mary's Co. security is 3000 pounds of tobacco which was ordered to be filed."

Source: Maryland Prerogative Court, Testamentary

Proceedings, Vol. 13, p. 377.

Comment: Although wills, inventories, and administration accounts were filed in both the local county court and in the Maryland Prerogative Court (a state-wide court), it was the Prerogative Court that had jurisdiction over any lawsuits involving decedents' estates.

June 1687 - Ab. Lemaister is on the list of debts due to the estate of John Baker, deceased.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1685-1701," p. 83.

Comment: No county stated; presumably St. Mary's Co.

[undated event] - When Richard Lemaster [4.] went to school, Abraham Lemaster sold a tract of land in St. Mary's Co. (later Newport Hundred of Charles Co.) called "St. Stephens Coleman" to Capt. Dent.

Source: Charles Co., Md. Court and Land Records, Liber T No. 2, pp. 35-6.

Comment: The date of this event is not known because we do not know when Richard "went to school." Consider the 1692 record below. "St Stephens Coleman," containing 300 acres, was surveyed for Philip Combes in Feb. 1670, beginning at a bound tree of Francis Fernly. By the time the Charles Co. Rent Roll was constructed (ca. 1707?), 200 acres of it was owned by John Caudle, and the other 100 acres of it was owned by Elizabeth Keate. Liber T No. 2, pp. 35-6 establishes that Abraham owned at least the Caudle portion of St. Stephens Coleman. There are no Charles Co. deeds of this land in the period beginning 1696, from which it appears that Caudle and Keate had come into ownership of St. Stephens Coleman before 1696, and while the land was still in St. Mary's Co. The St. Mary's Co. deeds having been lost, the dates in the chain of title from Combes to Abraham to Dent to Caudle (with perhaps even intervening deeds between Combes - Abraham and Dent - Caudle) are unknown. Re Caudle and Keate, see depositions 1 and 3 in Note 2 under Sarah [2.] For the complete Liber T No. 2, pp. 35-6 record, see May 1735 record under Richard [4.]

Feb. 18, 1689 - David Jones of St. Mary's Co., Md., sawyer, deeds 8 head of cattle (3 cows, 2 young steers two years old, one bull four years old, and two calves) and a mare named Keath? to Abraham Lemastre of St. Mary's Co., Md., planter, upon Oct. 10th next. If David Jones do pay unto Abraham Lemaster 2985 pounds of tobacco and 1000 feet of inch poplar plank at or before October 10th next, then this obligation to be void and of no effect, otherwise to remain in full force and effect. Witnesses Henry H. Goodrich and Ignatius Matthews.

Endorsed on the back of this writing. Memorandum of Oct. 20, 1690: "all accounts was adjusted between David Jones and myself, and there remained due to me 2706 pounds of tobacco -- as also we prove that it was all ye cattle Jones had, provided by ye Committee our bill of sale, Mr. Dent being a party ought to be no evidence, Mr. Dent proves our right by offering pay in Middleton's hands."

Deed recorded by Abraham Oct. 23, 1696 in Charles Co., Md.

Source: Charles Co., Md. Court and Land Records, Liber Q, pp. 107-08.

Comment: Note change of county between 1689 and 1696. It is not clear to me why Jones deeds livestock to Abraham, yet still owes Abraham tobacco and lumber. There must have been a prior underlying obligation whereby Jones became indebted to Abraham, and this is how Jones is paying it off. See next record which may also concern this case.

Oct. 1692 - Maryland Provincial Court. Abraham Lemaster vs. David Jones. Case caption and notation only. The notation beside the case caption is unclear. All I could make out was that the case had been brought on a writ of error, that David Jones had run away, and the case was being struck from the docket by order of the Court.

Source: Maryland Provincial Court, Judgment Record, Book DSC, p. 69.

1692 - There is a handwritten note in the Men's Career Files at the Maryland State Archives, Annapolis, that Abraham was selling 200 acres of land in 1692. No particulars or citation given. Is this "St. Stephens Coleman?" See undated record above. Although he was also selling "George's Rest" about this time (see May 1696 record below), that property contained only 100 acres.

May 1693 - Maryland Provincial Court. Abraham Lemaster vs. David Jones. This case and 7 other cases bracketed with it were all struck from the docket by order of the Court.

Source: Maryland Provincial Court, Judgment Record, Book DSC, p. 260.

July 1695 - Inventory of the estate of Col. Nehemiah Blackiston, deceased, of St. Mary's Co. Abram Lemaster is on the list of debts due to Blackiston's estate.

Sources: (1) Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1685-1701," p. 62, and (2) Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1688-1698," p. 34.

Oct. 1695 - Maryland Provincial Court. Abraham LeMaistre vs. William Taylord. Abraham, by his attorney William Stone, brought suit against "William Taylard, Gentleman, one of the attorneys of this Court" for 20,000 pounds of tobacco, based on a Mar. 1691 St. Mary's Co. obligation of Taylard's wherein Taylard agreed to pay Abraham 16,000 pounds of tobacco, in two 8,000 lb. installments, which Abraham claimed Taylard had never paid, despite often being requested to do so [the additional 4000 pounds being alleged as damages.]

The case was heard at the May 1696 Court at Annapolis. Taylard, by his attorney William Dent, presented the following statement of account as his defense:

1691	Abraham Lemaister	
	To County Clerk's? fees	180
	To Provincial Court fees 1691/2	822
1691/2	To drawing a petition to the Committee officials	200
1693	To tobacco paid Capt. John Bayne	3000
	To tobacco paid to John Tanner?	900
	To tobacco paid Mr. James Bowling	1500
	Tobacco paid _____ to Luke Gardiner	252
	_____ Excepted Wm. Taylard	6854

The Court having heard the evidence ruled that Abraham recover from Taylard 9146 pounds of tobacco, and also 635 pounds of tobacco for Abraham's costs in the suit.

Source: Maryland Provincial Court, Judgment Record, Book TL # 1, pp. 635-6.

Comment: From Taylard's statement of account it does not appear that this was the usual money debt between private parties. Rather, it seems that Abraham was performing some function (perhaps governmental, perhaps private) as an agent for Taylard.

1695 - Inventory of the estate of William Rosewell, deceased, of St. Mary's Co. Included in the inventory is a 1695 list of debts owed to Rosewell's estate. On this list is Abraham Lemaster.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1688-1698," p. 78.

Comment: Abraham is listed twice on the list of debts. A duplicate listing or two separate debts owed to Rosewell's estate?

May 1696 - Inventory of the estate of James Harper deceased [no county stated or discernible by me]. Included in the inventory is a lengthy list of debts due to Harper's estate, which list is broken down into several categories. Abraham Lemaster is included in the category "List of Debts in

Copartnership between James Harper & Samuel Watkins" and also in the category "List of bills, bonds, notes, and other obligations."

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1688-1698," pp. 80-81.

Comment: The majority of the names in the debt categories in which Abraham's name appears are not either St. Mary's or Charles Co. residents.

May 1696 - Maryland Provincial Court, held at Annapolis. William Taylard vs. Abraham Lemaster. William Taylard, by his attorney, William Dent, brought suit against Abraham Lemaistre, of St. Mary's Co., planter, whose attorney was William Stone. In Mar. of 1691/2, Abraham and Taylard contracted for the sale of George's Rest by Abraham and his wife [unnamed] to Taylard. Abraham agreed that he would provide good title to Taylard "by June next" under a bond of 32,000 pounds of tobacco. Taylard alleged that Abraham had never done so although often so requested by Taylard. It does not appear that Taylard had yet paid for the property, this to be done at time of sale, although Taylard did allege that he had paid "a valuable consideration" at the time of the real estate contract. Taylard sought recovery of 62,000 pounds of tobacco [an astronomical amount], the original 32,000 pounds, plus another 30,000 pounds as damages.

George's Rest is described as a tract of land containing 100 acres lying in St. Mary's Co. on the east side of a branch in Zachiah Swamp "Beginning at a bounded white oak in the said Swamp, running thence south 80 perches to a bounded gum, the bound tree of the land lately belonging to Dennis Husculaw, being part of a greater tract, thence east south east southerly binding on the said Dennis Husculaw 204 perches to a bounded oak, thence east 25 perches to a bounded poplar, thence north 80 perches to a bounded Spanish oak, thence west 25 perches to a bounded Spanish oak, thence until it comes to the first bound tree, formerly in possession of Maj. Wm. Boarman."

Abraham's defense to the lawsuit was brief, stating that he was and always has been ready to make title to the premises to Taylard. Taylard's rejoinder was that that was an insufficient defense, but the Court agreed with Abraham. The Court held that William Taylard "take nothing by his writ aforesaid," and further awarded Abraham 808 pounds of tobacco for his costs.

Source: Maryland Provincial Court, Judgment Record, Book T.L. #1, pp. 687-689.

Comment: Most of the handwriting in this case was very difficult to read. There seems to be something going on behind the scenes in this case. Re "George's Rest," see

1671 record above.

Aug. 1696 - Charles Co., Md. Court. Abraham sat on the jury in the case of Elizabeth Ratclife vs. Giles Hill. Elizabeth alleged that Giles took a bay gelding belonging to her at Cedar Point Neck, Charles Co., and converted it to his own use. Giles admitted taking the gelding but a 12 man jury, which included Abraham Lemastre, was convened to determine the amount of Elizabeth's loss. The jury found that the gelding was worth 1600 pounds of tobacco and added 800 pounds of tobacco as damages for Giles' detention of the horse. The court added 1551 pounds of tobacco as Elizabeth's costs and charges of suit, for a total of 3951 pounds of tobacco.

Source: Charles Co., Md. Court and Land Records, Liber V, pp. 41-42.

Aug. 1696 - Charles Co., Md. Court. Alexander Wilson vs. Abraham Lemastre, of Charles Co., planter. Wilson's suit claimed that in June 1695 in St. Mary's Co., Abraham signed a bill in which he agreed to repay Wilson 400 pounds of tobacco in Oct. 1695 at some port or town in St. Mary's Co., but that this had never been done. Abraham appeared in Court and admitted the debt. The Court found in Wilson's favor for the 400 pounds of tobacco plus damages of 233 pounds of tobacco.

Source: Charles Co., Md. Court and Land Records, Liber V, pp. 44-5.

ca. Sep. 1696 - Administration Account of the estate of William Husculah, deceased, in St. Mary's Co. The account shows a payment made by Husculah's estate to Abraham Lemastre.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1688-1698," p. 43.

Comment: Husculah's administration account is not dated but the previous and subsequent St. Mary's Co. records in Skinner's book are dated Sep. 1696.

1696 - An account of the several persons within this province of Maryland that signed to the Association Address presented to his Sacred Majesty [King William] upon the news here arrived of the horrible intended conspiracy against his Royal person. Tis the remoteness of our habitations and not the less fervency of our affections which makes us (perhaps) later than others in addressing your Majesty and joining with the rest of your loyal subjects in congratulating your deliverance from the horrid designed assassination against your Sacred person....your Majesty is rightfull & lawfull King of the Realm of England & all

the Dominions thereunto belonging And we do mutually promise and engage to stand by and assist each other to the utmost of our power in the support and defence of your Majesty's Government against the late King James and all his adherents.... Signed by the Civil Officers and Magistrates Etc. of Charles County: 41 names including Abraham Lemastre.

Source: Archives of Maryland, Vol. 20, p. 543 (Proceedings of the Council of Maryland)

Comment: Harry W. Newman in a document in the Newman Collection at the Charles County Community College says that this record shows Abraham to be a Charles Co. Magistrate, but that is not correct. The list is captioned "Civil Officers and Magistrates Etc.," and particular persons are shown as subsheriffs, justices, vestrymen and grand jurors. From Abraham's position at the end of the list, it is unclear what his status is, but it does not appear to be magistrate.

Sep. 1696 - Charles Co., Md. Court. Court of Sep. 1696. Abraham sat on the jury in the case of James Bigger, adm'r of Thomas Kemp, deceased, vs. Gabriel Burnham. Bigger alleged that, in Jan. 1694/5, Kemp lost 6 head of cattle valued at 2600 pounds of tobacco, which cattle came into the possession of Gabriel Burnham. Bigger further alleged that Burnham knew they were Kemp's cattle but would not return them either to Kemp during his lifetime or to himself as Kemp's administrator after Kemp's death, despite being requested to do so; but rather that in Feb. 1695/6 Burnham disposed of the cattle to his own use.. Burnham denied Bigger's allegations. The jury found for Bigger/Kemp in the amount of 2000 pounds of tobacco plus 600 pounds of tobacco as damages for Burnham's detaining of the cattle. The Court added 1390 pounds of tobacco for Bigger's costs and charges in the lawsuit, for a total of 3990 pounds of tobacco.

Source: Charles Co., Md. Court and Land Records, Liber V, pp. 70-71.

Sep. 1696 - Charles Co., Md. Court. Robert Mason vs. Abraham Lemaistre, of St. Mary's Co., planter. William Dent, attorney for Mason; Abraham represented himself. Mason alleged that in June 1695 at Portobacco Abraham Lemaistre signed a note to him for 780 pounds of toabacco which was to be paid in Oct. 1695, but that Abraham had never made payment. Abraham appeared and admitted that he owed the debt. The Court found in favor of Mason for 780 pounds of tobacco, plus 249 pounds of tobacco as damages for Abraham's nonpayment.

Source: Charles Co., Md. Court and Land Records, Liber V, pp. 80-81.

Nov. 1696 - Charles Co., Md. Court. Abraham sits on the Grand Jury for this Court session.

Source: Charles Co., Md. Court and Land Records, Liber V, p. 84.

Comment: The work of a Grand Jury, then as now, was to issue criminal indictments (then called "presentments.") This Grand Jury issued four presentments: 2 against women for allegedly having a bastard child, and 2 against men who had been appointed road overseers but who had allegedly neglected their duties. Presentments for bastardy were the most common in colonial Charles Co. Presentments for dereliction of duty were rather infrequent. More usual were cases of theft, assault, and breach of the peace.

Nov. 1696 - Charles Co., Md. Court. Samuel Luckett vs. Abraham Lemaistre, of Charles Co., planter. Trespass on the Case. William Dent, attorney for Luckett; William Stone, attorney for Abraham. Luckett alleged that in June 1696, at Portobacco, Abraham assumed a debt of 400 pounds of tobacco which was owed by one George Stringer to Luckett, and that

Abraham had never paid this debt to Lockett although requested to do so. Abraham appeared at the Nov. 1696 Court and offered no defense to Lockett's allegations. The Court ordered that Abraham pay Lockett the 400 pounds of tobacco and another 843 pounds of tobacco for his damages/costs.

Source: Charles Co., Md. Court and Land Records, Liber V, pp. 92-3.

Jan. 1696/7 - Charles Co., Md. Court. Abraham Lemaistre, planter, and John Dent, Gentleman, are the litigants in the following 4 lawsuits at this court. Dent is stated to be a resident of Charles Co. At the beginning of the third case, Abraham is stated to be of St. Mary's Co.; in the 4th case he is stated to be of Charles Co. In all of the cases Abraham's attorney was William Stone and Dent's attorney was William Dent. The events recited in these cases are stated to have occurred at Portobacco.

Cases 1 and 2. Abraham Lemaistre vs. John Dent. Abraham alleged that in Mar. 1694 his black bull (which he valued at 400 pounds of tobacco) and his black heifer (which he valued a 600 pounds of tobacco) got loose and were taken up and disposed of by Dent although knowing that they belonged to Abraham and despite Abraham's request that they be returned to him. Dent replied that the events in question occurred in 1690 not 1694, and that Abraham's suits (he had brought separate suits for each animal) were barred by the statute of limitations which was 2 years for such cases. The Court found for Dent in both cases, and also awarded Dent 280 lbs. of tobacco in each case for his costs and charges.

Case 3. John Dent vs. Abraham Lemaistre. Dent alleged that in Aug. 1695 Abraham signed a note to Dent for 400 pounds of tobacco, promising to repay the same in Oct. 1695 "convenient to shipping in Wiccomico," which Abraham had not done despite requests by Dent that he do so. Abraham replied that he had already paid Dent, but apparently he had not done so (or couldn't prove it), for the Court found in Dent's favor for the 400 pounds of tobacco, and also awarded him 297 pounds of tobacco for his damages.

Case 4. John Dent vs. Abraham Lemaistre. Dent alleged that in Apr. 1696 Abraham was indebted to him in the sum of 326 pounds of tobacco, being the balance due on Abraham's account with Dent for goods sold by him to Abraham. Dent presented his statement of account for Abraham, dated Nov. 1696, which reads as follows:

	Abraham Lemaistre Debtor	<u>Tob.</u>
Nov. 1694 -	1 gallon pot of balsom and 1 bottle of decoction? for John Nalley's sores? at your request to me	200
Aug. 1695 -	1 pair of womens shoes	80
	- 2 pair of large boys shoes	120

	- 1 pair of small shoes	40
	- 1 pr. of mens shoes sent you by Jane Fitch	80
	- 1 pr. of mens shoes delivered to your son Richard	80
Oct. 1695	- 1 horn of powder	15
	1 pr. of boys shoes	40
Apr. 1696	- 1 pound of powder and 1 pound of bullets	46
	- 3 gallons of quinch? vinegar	45
		<u>746</u>

Credits:

Aug. 1695	- bill taken	400
Mar. 1696	- 1 shilling paid	<u>20</u>

-420

Balance Due	<u>326</u>
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Abraham apparently had no meaningful defense, as the Court gave Dent a judgment in the amount of 326 pounds of tobacco, plus another 293 pounds of tobacco for his costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber V, pp. 142-147.

May 1697 - A petition of Abraham Lemaster of Charles County about a bull was by order referred.

Source: Archives of Maryland, Vol. 23, p. 99 (Proceedings of the Council of Maryland).

Comment: The Council of Maryland was a rather exalted forum in which Abraham was apparently seeking some kind of extraordinary relief.

1697 - Abraham Lemastre, deponent concerning the bounds of Staley land.

Source: Index to Charles Co., Md. Court and Land Records 1658-1722, Liber W, p. 105. This record comes from the Index. The actual record cannot be consulted for more detail because Liber W has been lost.

1697 - Abraham Lemastre and Thomas Barron their costs from Edward Batson concerning 300 acres of land.

Source: Index to Charles Co., Md. Court and Land Records 1658-1722, Liber W, p. 166. This record comes from the Index. The actual record cannot be consulted for more detail because Liber W. has been lost.

Mar. 1697/8 - Abraham's son Richard Lemaster [4.] had bound himself to pay John Smith 8500 pounds of tobacco for Abraham's account, which, having not been paid, Smith brought suit against Richard in the Charles Co. Court. For complete record, see Richard [4.]

Mar. 1697/8 - Maryland Chancery Court. William Taylard, Gentleman, of St. Mary's Co. vs. Abraham Lemaistre, planter.

Whereas Taylard hath complained in the Court of Chancery against Abraham but hath not filed by bill against said defendant according to our order of Aug. 1697, the Mar. 1697/8 Chancery Court sitting at Annapolis ordered the Sheriff of St. Mary's Co. to pay to Abraham all the tobacco which Taylard was executed on at Abraham's suit in the Provincial Court.

Source: Maryland Chancery Court Proceedings, Vol. 2, p. 378.

Comment: It appears that Taylard was attempting to block the judgment Abraham received against him in the Oct. 1695 proceeding above, but was unsuccessful.

May 1699 - Maryland Provincial Court, held at Annapolis. On May 10, 1699, 17 men, including Abraham Lemaster were empaneled and sworn to serve as the Grand Jury. After hearing the cases put before them, the Grand Jury issued 8 presentments. The Grand Jury was then given their allowance, and discharged. The Court went on to hear many matters, including much private litigation arising in the various counties of Maryland. On May 15, 1699, Abraham sat on the regular 12 man jury in 3 of these cases: (1) Robert Carville, Garrett Van Sweringen and Thomas Grunwin, Trustees Appointed by Act of Assembly of Mark Cordea, deceased vs. William Guyther, a St. Mary's Co. case. (2) John Cassock vs. Cleborn Lomax, a Charles Co. case, and (3) Mordecai More et ux vs. Katherine Montgomery, executrix of George Parker, a Calvert Co. case.

Source: Maryland Provincial Court, Judgment Record, Book W.T. 3, pp. 11, 23, 27 and 33.

Comment: The Maryland Provincial Court was now sitting at Maryland's new capital of Annapolis. Abraham would have made a considerable trip to attend, and as the above shows, he was there for several days.

Sep. 1699 - Abraham sits on the jury in three criminal cases that were tried in the Charles Co., Md. Court. In the first case, Richard Nellson was charged with finding an unmarked horse at Chickamuxon in Charles Co., and seizing it, taking it up, and marking it. In the second case, Richard Nellson was charged with stealing tobacco plank and a weeding hoe from Isabel Thompson, widow. In the third case, Mary Nellson, wife of Richard, was charged with assaulting Isabel Thompson, widow, at Chingoemuxon "with swords, staves and clubs," and did beat and wound Isabel "so that of her life it was despaired." The jury found the Nellsons not guilty in all three cases.

Source: Charles Co., Md. Court and Land Records, Liber X, pp. 168-170.

Nov. 1699 - Charles Co., Md. Court. "Ordered that Mr. Benjamin Hall be empowered to take the oaths of Thomas Hagan

and Abraham Lemaster at ye Bound Trees about Major Boreman's Land."

Source: Charles Co., Md. Court and Land Records, Liber X, p. 186.

Comment: I do not have the text of the Hagan and Lemaster depositions, but see the following.

In Nov. 1752, Elizabeth Hagan, owner of a tract of land in Charles Co., Md. called "The Good Intent," petitioned the Charles Co. Court for a Commission to examine the bounds of The Good Intent. The petition was approved, and in Dec. 1752 Jonathan Wilson and John Thomas, Jr. were authorized to take testimonial evidence concerning the boundaries of The Good Intent. In Jan. 1753, Wilson and Thomas met on the land and took 15 depositions, including the 2 following ones of Richard Edelen. The depositions were then recorded at the March 1753 Charles Co. Court.

(1) The deposition of Richard Edelen, aged 82 years or thereabouts declares that he [Edelen] "was present when he heard old Abraham Lemaster and old Thomas Hagan declare upon oath fifty or sixty years ago that the bounded white oak standing on the north side of the branch issuing out of Zachiah Swamp called Williams' Branch and close by the main road that leads from the new dwelling plantation of Philip Edelen to Zachiah Bridges was the first bounded tree of a tract of land called Lanternam."

(2) The deposition of Richard Edelen, aged 82 or thereabouts, declares that "he heard old Abraham Lemaster and old Thomas Hagan say that the tree upon which this deponent now sits which is now dead and down, lying on the north side of a fork of the branch called Williams' Branch was the uppermost bounded tree of a tract of land called Lanternam." Source: Charles Co., Md. Court and Land Records, Liber B No. 3, p. 351. Re "Lanternam," see Nov. 1668 record above.

Nov. 1699 - Charles Co., Md. Court. Abraham is on the jury in an interesting case: Thomas Jameson and Mary his wife, on behalf of themselves and His Majesty the King vs. Walter Lutter. The Jamesons brought this case pursuant to an Act of the Maryland Assembly which provided that no person "shall trade, barter, commerce or any ways deal with any servants, whither hired, indented or slave, belonging or appertaining to any inhabitants within this Province without leave or license first had and obtained from such servant's master, mistress or dame or overseer for his so doing under the penalty of 2000 pounds of tobacco, the one half thereof to their Majesties for support of Government and the other half to the master, mistress or true owner of such goods so purloined, bartered or conveyed away." The Jamesons alleged that Lutter violated this statute with regard to one Daniel Kelly who had been a servant of Mary's while she was still

single, that is, before her marriage to Jameson. Luger denied the charges. The jury found in favor of the Jamesons, and awarded the statutory penalty of 2000 pounds of tobacco, plus costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber X, pp. 224-226.

Nov. 1699 - Charles Co., Md. Court. Abraham sits on the jury in the case of Thomas Larkin vs. William Boreman Sr. Larkin claimed that Boreman had removed one hogshhead of Larkin's tobacco from a safe and secure house and moved it into a wet and dirty place. This allegedly caused the heads of the hogshhead to break and stave out, the tobacco to be spilled out and, being exposed to the weather, the tobacco was totally lost. Boreman denied the charges. The jury found for Boreman.

Source: Charles Co., Md. Court and Land Records, Liber X, pp. 230-31.

June 1700 - The Charles Co., Md. Court fines Abraham Lemaistre ten shillings for cursing in court.

Source: Charles Co., Md. Court and Land Records, Liber Y, p. 16.

Comment: Inserted in the Charles Co. Court record book after the Court of Mar. 1702/03 had adjourned but before the next court, that of June 1703, had convened, is "An account of fines and forfeitures in Charles County since Edmund Howard was Clerk thereof." The first item in the list is "June 1700 Court - Abraham Lemaistre for cursing in Court not paid - 10 shillings." Source: Charles Co., Md. Court and Land Records, Liber A No. 2, p. 206.

June 1700 - Charles Co., Md. Court. Capt. John Bayne vs. Abraham Lemaistre, of Charles Co., planter. Bayne alleged that in Oct. 1699 Abraham signed a bill wherein he agreed to pay Bayne 1883 pounds of tobacco in Oct. 1699 on the Wiccocomico River in Charles Co., which sum Abraham had not repaid. Abraham admitted that he signed the bill, but claimed that he owed Bayne only 983 pounds of tobacco because he had already paid the other 900 pounds to Thomas Lawrence Esq., the Secretary of the Province, per the order of Bayne. The Court held that Bayne should recover the 1883 pounds of tobacco from Abraham, plus damages of 321 pounds of tobacco, provided that if Abraham can prove by the next court that the 900 pounds allegedly paid to Lawrence was part of his debt to Bayne, then that amount should be deducted from the judgment.

Source: Charles Co., Md. Court and Land Records, Liber Y, p. 20.

Comment: See Mar. 1701/02 record below.

June 1700 - Charles Co., Md. Court. Robert Mason vs. Abraham Lemaster. William Dent, atty. for Mason; William Stone, atty. for Abraham. Mason alleged that in Sep. 1699 Abraham Lemaster, planter, of Charles Co., at Portobacco, Charles Co. undertook to pay a debt of 634 pounds of tobacco which Thomas Hargues owed to Mason. Abraham denied the claim and the parties put on their witnesses. The Court held that Mason should take nothing for his "false clamour," and that Abraham was entitled to recover 294 pounds of tobacco from Mason for his costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber Y, p. 24.

June 1700 - Charles Co., Md. Court. William Stone vs. Abraham Lemaster, of Charles Co., planter. Stone alleged that on Mar. 25, 1700 at Portobacco, Abraham stood indebted to him the the sum of 1200 [sic] pounds of tobacco, being for several attorneys fees, as shown by the following particular account:

Abraham Lemaster

1696 - My fee in the Provincial Court at the suit of William Taylard	400
- My fee against William Taylard in the Provincial Court	400
1697 - My fee in Charles Co. at the suit of Samuel Lockett	100
1698 - My fee in Charles Co. at the suit of John Dent in 2 actions	200
- My fee in Charles Co. against John Dent in 2 actions	200
	<u>1300</u>

Abraham appeared in court, and admitted that he owed the 1300 pounds of tobacco. The Court gave judgment to Stone in the amount of 1300 pounds of tobacco, plus 127 pounds of tobacco for Stone's costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber Y, pp. 28-9.

Aug. 1700 - Charles Co., Md. Court. Mary Garey/Gary, widow, vs. Abraham Lemaster, of Charles Co., planter. Mary alleged that in May 1699 Abraham signed a note to her in the amount of 40 shillings sterling, payable on demand, which Abraham had not repaid although requested to do so. Abraham admitted that the debt was owed, and the court found for Mary in the sum of 40 shillings sterling, plus damages of 231 pounds of tobacco.

Source: Charles Co., Md. Court and Land Records, Liber Y, p. 73.

Oct. 1700 - Abraham Lemaster, of Charles Co., Md., receives

a patent from Lord Baltimore for 200 acres "by virtue of a warrant for that quantity granted him by _____ Nov. 17, 1699 . . . [being] all that tract or parcel of land called Lemaster Delight lying in Charles Co., as follows: Beginning at a bounded white oak standing by a road side that leads towards Mr. Thomas Mudd's house, running thence south 33 degrees westerly 214 perches to a bounded white oak, then south by east 210 perches, then north 33 degrees easterly 214 perches, then by a straight line drawn to the first bound tree, containing and now laid out for 200 acres more or less according to the Certificate of Survey thereof taken and returned into our land office bearing date the 2nd day of April 1700 . . . (Manor of Zachia)"

Sources: (1) Patent Record WD, pp. 214-15, (2) Maryland Rent Rolls No. 8, Charles Co., 1642-1775, p. 362, and (3) Coldham, Peter W., "Settlers of Maryland 1679-1700," p. 104.

Comment: According to the Rent Roll cited above, this land was in Newport Hundred of Charles Co., and it is listed between John Tennison's [2.] "Hazard" and Richard Lemaster's [4.] "Strife." The date of Abraham's survey of Lemaster Delight (Apr. 2, 1700) was the same date as John Tennison's [2.] survey of Hazard. The only subsequent history for "Lemaster's Delight" reported in the Rent Roll is its Sep. 1727 conveyance by John [7.] to Richard [4.] See Sep. 1705, Jul.-Sep. 1720, Sep. 1727, and Apr. 1732 records.

Jan. 1700/01 - Charles Co., Md. Court. William Wells vs. Abraham Lemaster, of Charles Co., planter. William Stone, attorney for Wells; Edward Turberville, attorney for Abraham. In June 1700, Wells brought suit alleging that in Jan. 1699/1700 Abraham stood indebted to him in the amount of 1105 pounds of tobacco, being the balance due on Abraham's account "for tobacco paid, goods sold and work done," which Abraham had not paid although requested to do so. The account was set forth as follows:

Abraham's Debts to Wells (in pounds of tobacco)

--tobacco paid James Williams per	
your order	400
--tobacco paid Jonathan Wilson	95
--tobacco paid William Asquith	40
--2 fine custom hats	600
--4 days attendance at Mr. Husculaw's	
as evidence for you against Capt.	
John Dent.	<u>120</u>

1255

Abraham's Credits

--for going to Patuxent with your horse	
to receive? 1 hogshead of tobacco	50
--for 2½ days work in corn?	30

--for your going with me to John Brailey with sider	20	
--for your going with me to Mr. Sympons with 1 hogshead	20	
--for one pair of old boots and leggings	<u>30</u>	
		150
Balance Due		<u>1105</u>

The case was postponed from court to court until Jan. 1700/01, at which time Abraham denied Wells' allegations, and the parties put on their witnesses. Apparently Abraham didn't have much of a defense as the Court found for Wells in the sum of 1105 pounds of tobacco, plus 727 pounds of tobacco for Wells' costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber Y, pp. 138-39.

Jan. 1700/01 - Charles Co., Md. Court. Joseph and Mary VanSwearingen, executors of Garrett VanSwearingen, deceased, vs. Abraham Lemaistre, of Charles Co., planter. Thomas Whichaley, attorney for the VanSwearingens; William Stone, attorney for Abraham. The VanSwearingens alleged that on May 25, 1696, Abraham stood indebted to Garrett VanSwearingen, (Garrett still being alive at the time) in the sum of 555 pounds of tobacco, such sum being due to Garrett "for liquors and dyets [meals] sold and delivered at Annapolis to the said Abraham." It was further alleged that Abraham had not repaid this debt although requested to do so by Garrett, and after his death, by the executors. The executors certified the following to be Abraham's account as "taken out of his [VanSwearingen's] book."

	Abraham Lemaster	lbs. of tobacco
1695		
	Sep. 4th - 2 potts sider	30
	5th - 1 pott sider	15
	At Annapolis	
1696		
	May 11th - 4 diets and 1 pott flip	70
	12th - 1 pott sider	15
	- 8 pottles of sider	90
	- 5 diets	50
	13th - 8 diets you assumed to pay	80
	1 pott beer and 1 pott sider	30
	14th - 2 diets and 2 potts sider	50
	21st - 1 pott cyder	15
	23rd - 3 dyets and 2 potts cyder	60
	24th - 2 dyets and 1 pott cyder	35
	25th - 1 pott syder	<u>15</u>
		555

It is not clear when the VanSwearingens brought this suit but it appears to have been sometime in 1699. However, the case was put over from court to court until Jan. 1700/01, at which time Abraham raised the statute of limitations as his defense. That defense was apparently unavailing as the parties then put on their witnesses. The Court found for Joseph and Mary in the sum of 555 pounds of tobacco, plus 333 pounds of tobacco for their costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber Y, pp. 139-41.

Comment: See Jan. 1703/04 record below for later proceedings in this case.

Mar. 1701 - Charles Co., Md. Court. Daniel Studd vs. Abraham Lemaistre. Studd alleged that in 1698 Abraham Lemaistre, planter, of Charles Co., at "Chaptico Manor, that is to say at Portobacco" stood indebted to Studd in the sum of 1657 lbs. of tobacco as the balance due for several goods, wares and merchandises by Studd sold and delivered which Abraham has refused to pay although several times requested to do so by Studd. There follows a list of 44 items and their price for which Studd is bringing suit. Unfortunately, the majority of the items on the list were illegible; the ones I could decipher were hoes, linen and other cloth sold by the yard, pails, spoons, gun powder and shot, hanging candlestick, whip, various nails (2 penny, 6 penny, 8 penny and 20 penny), thread, knives, set of curtains, bridle, latheing hammer, and items of clothing for men and women. Studd claimed that the total cost of the items was 2669 lbs. of tobacco, of which Abraham had paid 1012, leaving a balance due of 1657 pounds of tobacco. Abraham denied Studd's claim and the parties put on their witnesses. The Court held that Studd should take nothing for his "false clamour," and that Abraham was entitled to recover 344 pounds of tobacco from Studd for his costs and charges. Studd's attorney was William Harpham? and Abraham's attorney was William Stone.

Source: Charles Co., Md. Court and Land Records, Liber Y, pp. 187-189.

Sep. 1701 - Charles Co., Md. Court. John Nally vs. Abraham Lemaistre. Thomas Whichaley, attorney for Nally. Nally alleged that in Sep. 1697 at Portobacco, Abraham Lemaistre, of Charles Co., planter, signed a note whereby he agreed to pay Nally 820 pounds of tobacco in Oct. 1697, but that Abraham had never repaid the debt. The Sheriff reported to the Court that he had tried to serve Abraham but that Abraham could not be found. Whereupon the Court ordered that Nally have an attachment of Abraham's property to the value of 820 pounds of tobacco. The Court then adjourned until Nov. 1701.

Source: Charles Co., Md. Court and Land Records, Liber

Y, pp. 305-06.

Comment: I looked in subsequent court records to see what became of this case but could find no later record of it.

Mar. 1701/02 - Charles Co., Md. Court. Anne Bayne, executrix of John Bayne, deceased vs. Abraham Lemaistre, of Charles Co., planter. At the June 1700 Charles Co. Court, John Bayne had recovered judgment on a debt against Abraham in the amount of 1883 pounds of tobacco plus 321 pounds of tobacco as his damages. John Bayne then died, and his widow and executrix Anne brought this action to execute on the judgment. The Sheriff reported that he had attempted to serve notice of the proceeding on Abraham but was not able to do so. The court ordered that Anne have execution against Abraham for the 1883 and 321 pounds of tobacco, plus another 254 pounds of tobacco for her costs and charges in this action.

Source: Charles Co., Md. Court and Land Records, Liber A No. 2, p. 57.

Mar. 1701/02 - Charles Co., Md. Court. Samuel Luckett, of Charles Co., Gentleman, vs. Abraham Lemaistre of Charles Co. Luckett alleged that in Nov. 1700 Abraham had signed a note for 4239 pounds of tobacco, payable on demand, which Abraham had not repaid despite being requested to do so. The Sheriff attempted to serve Abraham with notice of the proceedings but reported to the Court that Abraham could not be found. Luckett then sought an attachment of Abraham's property, alleging that several persons in the county had property of Abraham's in their possession. The Court granted Luckett an attachment of Abraham's property to the value of 4239 pounds of tobacco.

Source: Charles Co., Md. Court and Land Records, Liber A No. 2, pp. 58-59.

Nov. 1702 - Charles Co., Md. Court. Edward Turberville vs. Abraham Lemaister, of Charles Co., planter. William Stone, attorney for Turberville; James Haddock, attorney for Abraham. Turberville alleged that on Oct. 30, 1701, at Portobacco, Abraham stood indebted to him in the amount of 300 pounds of tobacco, being comprised of 100 pounds of tobacco as attorneys fees for defending Abraham in the case brought against him by William Wells, and 200 pounds of tobacco for drawing Abraham's will. Turberville produced Abraham's account in court, certified that it was accurate, and alleged that Abraham had not paid it, though requested to do so. Abraham's attorney James Haddock appeared at the Nov. 1702 court and stated that his client Abraham had not informed him of any defense that could be made to Turberville's complaint. Accordingly, the Court ordered that Turberville recover the 300 pounds of tobacco sued for, plus 253 pounds of tobacco for his costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber A No. 2, pp. 140-41.

Comment: One wonders why Abraham chose to have a will drafted at this time. Illness? Some change in his family's situation? Was the will signed and witnessed? Sometimes persons had wills drafted so they had one ready but never followed through on executing them. In any event a new will was written for him and signed in Sep. 1722. See below.

Sep. 1703 - Thomas Mudd, John Sanders and wife Sarah, and Thomas Simpson and wife Mary, deed to Thomas Jameson (all of Charles Co.) 2 tracts of land in Charles Co.: Hall's Place and The Addition. There follows first the metes and bounds description of Hall's Place, which contains 450 acres, and then comes the metes and bounds description of The Addition which contains 174 acres. Hall's Place does not adjoin Lemaster land but The Addition is said to adjoin "Betty's Delight, now in the possession of Abraham Lemaster."

Source: Charles Co., Md. Court and Land Records, Liber Z, pp. 127-134.

Jan. 1703/04 - Charles Co., Md. Court. Garrett Van Swearingen's Executors vs. Abraham Lemaister. Cornelius White, attorney for plaintiffs; Abraham pro se. Joseph and Mary Van Swearingen, executors of Garrett Van Swearingen, deceased, bring an action to execute on the judgment (888 pounds of tobacco) they had recovered against Abraham at the Jan. 1700/01 Court. The Sheriff reported that "he hath by John Lemaister [7.] and Samuel Hansen, lawful men of his bailiwick, made known unto the said Abraham Lemaister" that he was to appear at the Jan. 1703/04 Court to show cause why execution should not issue.

Abraham appeared at the designated court and "saith that he hath paid to Major William Dent's order part of the said debt and costs being 466 pounds of tobacco being assigned over to ye said Major William Dent by the said Joseph and Mary Van Swearingen, and the said Abraham Lemaister produceth a receipt for the same." Whereupon the Court ordered that the Van Swearingens have execution against Abraham for the 422 pounds of tobacco remaining unpaid on the previous judgment, plus another 228 pounds of tobacco for their costs and charges in bringing this action.

Source: Charles Co., Md. Court and Land Records, Liber A No. 2, pp. 322-23.

Apr. 1704 - Charles Co., Md. Court. William Smith, executor of the last will and testament of Richard Winston, late of Charles Co., merchant, deceased, vs. Abraham Lemaister, of Charles Co., planter. James Haddock, attorney for Smith; William Stone, attorney for Abraham. Smith alleged that on Apr. 26, 1697 at Portobacco, Abraham signed a note to Winston in the amount of 400 pounds of tobacco, to be paid convenient at Smith's then dwelling house in Charles Co. on Oct. 10, 1697, but that Abraham had not repaid the debt during Winston's lifetime, nor to his executor Smith, after Winston's decease.

Abraham appeared at the Apr. 1704 Court, and did not deny the existence of the note, which had been produced in court, but said that Smith should not prevail because when he (Abraham) signed the note "he was then in dureance and confined, and was forced to give it in order to his enlargement." [durance means imprisonment] The parties then put on their witnesses, and Abraham's defense was not successful, as the Court ordered that Smith recover the 400 pounds of tobacco, plus 289 pounds of tobacco for his costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber A No. 2, pp. 396-97.

Comment: One obviously wonders why Araham had been confined.

Apr. 1704 - Charles Co., Md. Court. Richard Parke, merchant, vs. Abraham Lemaister, of Charles Co., planter. Cornelius White, attorney for Parke; William Stone, attorney for Abraham. Parke alleged that on Mar. 23, 1702 at Portobacco, Abraham stood indebted to Parke in the sum of 998 pounds of tobacco, being the balance due on an account for divers and sundry goods, wares and merchandizes sold by Parke to John Lemaister, son of Abraham Lemaister, and which debt Abraham hath not paid though requested to do so. The account, certified in St. Mary's Co., is set forth as follows:

1702 John Lemaister	pounds/shillings/pence
1 gown and coat	1/0/0
2 pair of tickett boddice?	0/12/0
1 pair of tickett boddice?	0/4/6
1 pair of French fells?	0/3/8
9 yards of jersey	1/11/6
6 dozen buttons	0/4/0
$\frac{1}{2}$ _____ of coll'd [collored?] thread	0/1/4
your father's ballance	0/3/6
1 pair of men's plaines	0/2/8
998 lbs. tobacco	= 4/3/2

Abraham appeared at the Apr. 1704 Court, and denied that he owed Parke the money. A 12 man jury heard the case and

found for Parke. The Court ordered that Parke recover the 998 pounds of tobacco he had sued for, plus 1111 pounds of tobacco as his costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber A No. 2, pp. 411-12.

Comment: Several of the items in the account are difficult to decipher. It would appear that the case was brought against Abraham rather than John either because when Parke sold these goods to John (ca. Mar. 1702), John was only 20 years old, and therefore, still a minor, or because John was purchasing these goods with Abraham's authorization and for his account.

Apr. 1704 - Charles Co., Md. Court. Gerrard Fowke vs. Abraham Lemaister, of Charles Co., planter. Fowke alleged that on May 25, 1703 at Portobacco, Abraham signed a note to Fowke (note produced in court) in which Abraham agreed to pay Fowke 390 pounds of tobacco, to be paid convenient in Charles Co. by Oct. 10, 1703. Fowke further alleged that the sum had not been paid although he had requested Abraham to do so. Abraham appeared and admitted that he owed the debt to Fowke. The Court ordered that Fowke recover the 390 pounds of tobacco, plus 269 pounds of tobacco as his costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber A No. 2, p. 413.

Sep. 1705 - Joseph Manning, Jr., prepared a "Certificate and Platt of a Certain Tract of Land called Lemaistre Delight" on Sep. 29, 1705. The metes and bounds description is the same as in the Oct. 1700 patent (see above). There follows a drawing of the land which says it is 194 acres. Abraham had this Certificate and Platt recorded on Dec. 7, 1719.

Source: Charles Co., Md. Court and Land Records, Liber H, No. 2, p. 302.

June 1706 - Charles Co., Md. Court. John Coode, the Sheriff of St. Mary's Co., Md., brought cases against 7 former St. Mary's Co. residents who, beginning in 1696, were living in Charles Co. as a result of county boundary changes. One of these cases was against Abraham Lemaister, planter. For the most part Coode was suing the 7 men to collect the 1694 and 1695 St. Mary's Co. levies, which were the last ones due before these men began residing in Charles Co. However, if any other St. Mary's Co. fees were outstanding, those were added to the suit.

Abraham had more of these additional charges due than the other 6 who were sued by Coode at the same Court. These additional charges seem to have largely resulted from litigation that had been conducted in St. Mary's Co. Abraham's account with St. Mary's Co. was set forth as follows

[some items on it not understood by me so just copied as read]:

<u>Item</u>	<u>Amt. due in lbs. of tobacco</u>
1694 levy (3 levies at 185)	555
Cryers fees J. pay	108
Amerciements agt. Watkins and Barron	60
Dudson's summoned agt. Mahoney	30
1695 levy (1 levy)	197
Plater Execution J. pay	738
9 days custody	180
Return of the Execution	10
Arrest George Short	35
	<u>1913</u>

<u>Less:</u>	
One h.h. Rec'd	388
By Richard Lemaister	<u>71</u>
	459

Balance due 1454

Add forbearance but to ye time
J. gave ye account to Capt. Bayne 114
Total amount claimed due: 1568 lbs. of tobacco.

Although Abraham appeared at the June 1706 Court with his attorney, Cornelius White, Abraham did not offer any real defense, and the Court found for Coode in the amount of 1454 pounds of tobacco, plus 285 pounds of tobacco for Coode's costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, pp. 221-222.

Comment: In addition to Abraham, the other 2 persons in his 1694 levy were probably his grown sons or servants living with him or a combination thereof. Levies were also due for slaves but Abraham is not known to have been a slave owner.

June 1706 - Charles Co., Md. Court. Walter Winter vs. Richard Shepheard a/k/a Richard Law. Winter sued Shepheard/Law, a carpenter of Charles Co., Md., on an unpaid note for 1300 lbs. of tobacco. At the June 1706 Court, Winter, by his attorney, requested that Shepheard/Law "give special bayle for costs etc. if it should happen that the said Richard Shepheard in the plea aforesaid should be lawfully convicted." And thereupon on the same day Abraham Lemaister, of Charles Co., planter, undertook to pay any judgment and costs that might be rendered against Shepheard/Law in this case in the event Shepheard/Law did not pay them himself. At the trial,

also on the same day, Shephard/Law admitted he owed the debt to Winter, and the Court found for Winter in the amount of 1300 pounds of tobacco plus 283 pounds of tobacco as damages."

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, pp. 229-231.

Aug. 1706 - Charles Co., Md. Court. Gerrard Fowke vs. Abraham Lemaister. The judgment Fowke recovered against Abraham at the Apr. 1704 Court (debt of 390 pounds of tobacco, plus 269 pounds of tobacco as damages) not having been paid, Fowke brought suit to execute on the judgment. "And the Sheriff now returneth that he hath by Richard Lemaister [4.] and John Dennis [2.], lawful men of his bailywick, made known unto the said Abraham Lemaister" that he should appear at court to show cause why execution should not issue against him. "And the said Abraham Lemaister though solemnly called came not." Therefore, the Court ordered that Fowke have execution on the debt and damages by default, plus another 222 pounds of tobacco for Fowke's additional costs and charges in bringing this new action.

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 247.

Sep. 1706 - Abraham received a Maryland warrant for 50 acres of land on Sep. 25, 1706. He assigned it to Richard Lemaster [4.] who reassigned it to John Noe. The warrant was used in conjunction with another warrant for 46 acres to acquire a 96 acre tract of land in Charles Co. called "Noe's Desart," which adjoined "Betty's Delight."

Source: Patent Record PL 5, pp. 505-506.

Comment: The source cited above (PL 5) is the Mar. 1724 patent of "Noe's Desart" to Richard Lemaster [4.] See that record under Richard [4.] for the metes and bounds of Noe's Desart as well as more details on the confusing history of this property.

Nov. 1706 - Administration Account of the estate of Thomas Smoot, deceased, in Charles Co., Md. The account shows a payment made by Smoot's estate to Abraham Lemastre.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1699-1708," p. 36.

Nov. 1706 - Charles Co., Md. Court. Richard Parke vs. Abraham Lemaister. The judgment Parke recovered against Abraham in Apr. 1704 (see above) not having been paid, Parke brought a new case for execution on the judgment. The Sheriff, by Thomas Jameson and Francis Simms, lawful men of his bailywick, made known to Abraham that he was to appear at the June 1706 Court to show cause why execution on the judgment should

not be ordered. Abraham appeared by William Stone his attorney who secured continuances until the Nov. 1706 Court. At that court, Abraham established that he had already paid Parke 1004 pounds of tobacco towards the amount owed on the judgment. The Court ordered that Parke have execution against Abraham in the sum of 1150 pounds of tobacco, being the balance due on the judgment, plus another 240 pounds of tobacco as Parke's costs and charges in bringing this new suit.

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 282.

Mar. 1709 - Richard Lemaster [4.] deeds to Mary Contee 100 acres of a tract of land called "Strife," lying in Charles Co., Md., and bounded on one side by "Abraham Lemaster's land called 'Betty's Delight.'"

Source: Charles Co., Md. Court and Land Records, Liber C No. 2, pp. 161-163.

Comment: See Richard [4.] for complete record.

Mar. 1709/10 - Charles Co., Md. Court. William Hooke and Elizabeth, his wife, executrix of Col. John Coode, deceased vs. Abraham Lemaster. "Scire facias. Struck off. It appeareth that ye said Judgment was satisfied to said Coode in his life." [annotated case caption only]

Source; Charles Co., Md. Court and Land Records, Liber B no. 2, p. 736.

Nov. 1711 - Charles Co., Md. Court. Mary Contee, Executrix of the last will and testament of John Contee, Esq., deceased vs. Abraham Lemaster. Trespass on the case. Abated by the marriage of the plaintiff. [annotated case caption only]

Source: Charles Co., Md. Court and Land Records, Liber E No. 2, p. 35.

ca. 1712 - About 1712, Elizabeth Keeth showed her daughter Mary Crosson a white oak tree fairly bounded on both sides that stood nigh to a path and at the head of Foggy Branch, and said that was the bound tree between herself (Elizabeth) and Abraham Lemaster.

Source: Charles Co., Md. Court and Land Records, Liber B No. 3, p. 354. (May 1752 deposition of Mary Crosson)

Comment: See Apr.-Oct. 1752 record under Sarah [2.] for more information.

ca. 1713 - In an Aug. 1736 Charles Co., Md. deposition, Thomas Hays, aged 55 years or thereabouts, said that at the place where he now stands, being on the East side of Zachia Swamp in Charles County below the plantation of Isaac Lemaster [5.] in a branch falling into said swamp, about 23 years ago this deponent was walking in the woods near the said

branch with Abraham Lemaster, now deceased, who told him that there was a bound tree of his land.

Source: Charles Co., Md. Court and Land Records, Liber T No. 2, p. 224.

Comment: This is from a series of 3 depositions that were given in Aug. 1736 to a Commission that had been requested by Abraham's son Isaac Lemaster [5.] to ascertain the boundary of Isaac's tract of land called Betty's Delight. Another deposition in this series was by Abraham's son John Lemaster [7.], in which John stated that at an unspecified date in the past Abraham had showed John a white oak on the ground as a bound tree of Betty's Delight. For more information about these depositions, see Jun.-Aug. 1736 record under Isaac [5.]

June 1713 - Robert Green and Mary his wife and Thomas Green, eldest son of Robert and Mary Green, of Charles Co., Md., deed to William Boarman Sr., eldest son of Major William Boarman, deceased, on behalf of Francis Ignatius Boarman, infant, young son of said Major William Boarman, deceased, of Charles Co., Md., for 50 pounds sterling, all that tract of land called Green's Rest, located on the east side of Zechiah Swamp in Charles Co., Md., being part of the said Major William Boarman's Manor called "Content," beginning at a bounded tree of Abraham Lemaster land standing by Zachiah Swamp and so up the Swamp as his land runs into a bounded white oak standing on the north side of a fresh run called Green's Run, thence south east and by east up in to the woods unto the exterior line of the said Boarman's land, thence as his exterior line runs backwards to the said Lemaster's land and so binding with Lemaster's line to the first bound tree, containing by estimation 450 acres more or less (which said land was formerly given to the said Mary Green by the said Major William Boarman, deceased, by a conveyance dated July 16, 1679, and by the said Major William Boarman in his lifetime purchased again of the said Thomas Green and by the last will and testament of the said Maj. William Boarman given to his youngest son Francis Ignatius Boarman, but nothing appearing on record from the said Thomas Green to the said Major William Boarman is the cause of this present deed.) Deed recorded July 1713.

Source: Charles Co., Md. Court and Land Records, Liber D No. 2, pp. 45-47.

June 1713 - Abraham Lemaister of Charles Co., Md. gives a quitclaim deed to Philemon Hemsley and Mary his wife of Charles Co., Md. for a consideration of five [illegible, "shillings"?] of all that right, title and interest which I the said Abraham Lemaister have or had in and to "all that parcel or tract of land lying and being in Charles County on the East side of Zachiah Swamp bounded

and limited as expressed in a former deed made from William Boarman to the said Abraham Lemaister, and of, in and to, all and singular woods, underwoods, and trees growing or being of, in, or upon the premises or any part or parcel thereof...." Signed Abraham Lemaister. Witnessed by _____ Martin and _____ Reeves. Recorded Sep. 22, 1713 in Charles Co., Md.

Source: Charles Co., Md. Court and Land Records, Liber D No. 2, pp. 51-2.

Comment: Abraham signed his name on this deed. From this and later records we know that Abraham was literate. This is not the standard warranty deed but a quitclaim deed. Warranty deeds are given by the owner of the premises and convey full title. Quitclaim deeds are generally given by persons who arguably might have some interest in the property as a result of a past irregularity in the title. Quitclaim deeds are used to clear up the title to land, and are given for a nominal consideration. The prior deed mentioned from William Boarman to Abraham is apparently the 1671 deed of "George's Rest." "George's Rest" was sold by Richard Lemaster [4.] to Mary Contee (Hemsley by 1712) in 1709, and Abraham's deed is probably helping clear title thereto. The emphasis in the deed on the property's trees is somewhat unusual.

Apr. 1714 - The Court of Chancery issued a Commission to Philip Hoskins and John Fendall in Feb. 1713/4 to take evidence concerning a cetificate for 100 acres of land called Lanternum that was assigned by William Williams to William Boarman, late of Charles Co., deceased. Hoskins and Fendall took 3 depositions in Apr. 1714, as follows, and reported them back to the Court of Chancery.

(1) Mary Hager, aged 64 years ago or thereabouts, declares that about 19 years ago her husband Thomas Hager did employ Mr. Richard Edling [sic] to survey for him 650 acres of land that joined upon William Boarman's land called Lanternum, and she did hear the said Richard Edling read an assignment of that tract of land in his certificate book from William Williams, Roger Snell and Abraham Lamaster to Capt. William Boarman, late of Charles Co., deceased.

(2) William Boarman, aged 60 years or thereabouts, declares that he did hear Abraham Lamaster say several times that his [Boarman's] father William Boarman did buy from William Williams his right of the Certificate of the said land called Lanternum along with his [Abraham's] right and Roger Snell's.

(3) The question was asked Abraham Lamaster, aged 77 years or thereabouts, sworn and examined, whether he knew William Williams and Capt. William Boarman or whether he was at the survey of a tract of land called Lanternum and who it was surveyed for, and who it was sold to and what the land was sold for. The answer was made by Abraham Lamaster that he knew William Williams and Capt. William Boarman and in the

year 1671 or thereabouts that William Williams, Roger Snell and the said deponent did join together and employ Mr. Richard Edelen the surveyor to survey 400 acres of land called Lanternum, and soon after the survey was made the said William Williams did sell his part of the said tract of land to Capt. William Boarman and was accorded full satisfaction in tobacco and goods for his part of the said land, and the said William Williams, Roger Snell and Abraham Lemaster did assign over their rights in Mr. Richard Edelen's survey book unto Capt. William Boarman of all that tract of land called Lanternum, and the said Roger Snell did receive 100 acres of land in the Inhabitants? of the said William Boarman in full satisfaction of his part of the said land, and this deponent further swears that he received 100 acres of land for his part of ye said land called Lanternum of Capt. William Boarman, and all ye whole tract of land was sold at the same time to Capt. William Boarman. Signed Abraham Lemaistre.

Source: Maryland Chancery Court Records 1712-1724, pp. 38-9.

Comment: See 1671 record above; it appears that "George's Rest" was the land Abraham received from Boarman. The reference to Mary and Thomas Hager should probably be Hagen. See Nov. 1699 record above and Apr. 1715 record below.

Mar. 1714-Nov. 1716 - Charles Co., Md. Court. Abraham Lemaistre vs. John Bale. The case is first on the docket in Mar. 1714 when the Court finds that a *capias ad respondendum* is not returnable immediately. Source: Charles Co., Md. Court and Land Records, Liber E No. 2, p. 484. Unfortunately, the details of the subsequent history of this case are not available. The Charles Co. Index to Court and Land Records 1658-1722 (microfilm roll from Hall of Records, Annapolis) tells us that later proceedings in this case may be found in Liber G No. 2 of the Court and Land Records, but Liber G No. 2 has been lost and cannot be consulted. The Index merely states that (1) the case of Abraham Lemaistre vs. John Bale was again before the Court in Aug. 1715 (Liber G No. 2, p. 24), (2) that in Mar. 1716 Abraham won the case which concerned a covenant grant (Liber G No. 2, p. 96), and (3) that in Nov. 1716, Abraham and Richard Lemastre [4.] attached Bale's property in furtherance of the judgment (Liber G No. 2, pp. 155-56.)

Aug. 1714 - Charles Co., Md. Court. Thomas Hunt versus Abraham Lemaster. Debt. Hunt alleged that Abraham Lemaster, of Charles Co., planter, on May 1, 1712 at Portobacco, became indebted to Hunt in the sum of 510 pounds of tobacco for "several goods and merchandizes sold and delivered and for credit given to several _____ [parties?] by the said Thomas Hunt at the special instance and request of the said Abraham Lemaster...." Hunt went on to allege that Abraham had refused

to pay this debt despite being requested to do so. Hunt apparently presented a document to the Court as the basis of his claim, and Abraham's defense (a demurrer) consisted of setting forth several ways in which the document was defective and insufficient as a matter of law. The Court held in Abraham's favor and further awarded Abraham 347 pounds of tobacco for his costs and charges in defending the case. Hunt's attorney was William Stone and Abraham's attorney was Daniel Dullany.

Source: Charles Co., Md. Court and Land Records, Liber E No. 2, pp. 442-443.

Aug. 1714 - Charles Co., Md. Court. James Haddock et ux versus Abraham Lemaistre. Debt. James Haddock and wife Sarah alleged that in March, 1705, in Charles Co., Md., Abraham Lemaistre of Charles Co., planter, became indebted to Sarah (before she had married Haddock) in the amount of 498 pounds of tobacco. Haddock went on to allege that Abraham had refused to pay this debt despite being requested to do so. Abraham defended based on the 3 year statute of limitations. The Court held in Abraham's favor, and further awarded Abraham 246 pounds of tobacco for his costs and charges in defending the case. Haddock's attorney was Daniel Dullany, and Abraham's attorney was Richard Llewellyn.

Source: Charles Co., Md. Court and Land Records, Liber E No. 2, pp. 443-44.

Apr. 1715 - In March 1714/5, the Court of Chancery at Annapolis, issued Commission to John Beale and Henry Hawkins to examine evidence touching a parcel of land in Charles Co. called Wardley owned by Thomas Crabb of Charles Co., and to return the depositions taken by them to the Court of Chancery. In Apr. 1715 Beale and Hawkins met on the land and took 6 depositions -- 2 each from Abraham Lemaster, Thomas Hagan and Joseph Gardiner. Abraham's depositions read:

(1) Abraham Lemaster of Charles County, planter, aged 70 odd years, being sworn and examined at a Spanish oak standing on the west side of Williams' branch deposeth and saith that about 42 years ago in that he with Richard Eglin [sic], Roger Snell and William Williams bounded the said Spanish oak which was the uppermost tree of Lanternam which said land called Lanternam was taken up for William Williams and the land on the other side was always reputed and called Manwareing land.

(2) Abraham Lemaster, aged as aforesaid, being sworn and examined at the bounded chestnutt saith that at ye same time that he and Richard Eglin [sic], Roger Snell and William Williams bounded the said chestnutt which was the second bound tree of Lanternam which was taken up for William Williams.

Source: Maryland Chancery Court Records 1712-1724, pp. 252-53.

Comment: Note that Abraham's age is given as "70 odd years" not 70 years as has been reported in secondary sources citing this record.

Mar. 1716/7 - Charles Co., Md. Court. Thomas Dent vs. Abraham Lemaster. Trespass on the case. Judgment.

Source: Charles Co., Md. Court and Land Records, Liber G No. 2, p. 205. This taken from index; no further particulars available because Liber G No. 2 has been destroyed.

Aug. 1717 - Abraham makes a Charles Co., Md. deed of gift of one gray mare "branded with a c lt upon the table? buttock with a nitch on the ear" to Benjamin Posey, son of Humphrey Posey. Signed Abram Lemaistre. Witnesses: Jacob Miller, Darby Ocaine and _____ Bayne. Deed recorded Mar. 1717/18.

Source: Charles Co., Md. Court and Land Records, Liber H No. 2, p. 126.

June 1720 - "At the request of John Lemaistre [7.] of Charles County, planter, the two following depositions were recorded this ninth day of March, 1720/1 Abraham Lemaistre the son of John and Sarah Lemaistre, aged eighty one years or thereabouts deposeeth . . . that he was born in the Old Jerseys in the parish of Ste. Maries and further this deponent saith not. Sworn before me this twenty-seventh day of June, Anno Dom. 1720. John Fendall, Walter Story."

Source: Charles County, Md. Court and Land Records, Liber H No. 2, p. 415.

Comment: Cf. the 1713/14 and 1715 depositions concerning Abraham's age. Marie is French for Mary. In the early days of Maryland, St. Mary's Co. was sometimes written as St. Marie's. The other deposition recorded by John Lemaistre [7.] at this time concerns Justinian Tennison; see Mar. 1720/21 record under John [7.]

July 1720 - The Commissioners for ascertaining the bounds of land in Charles Co., Md., met at the house of John Wathen. The following petition was read and granted:

The Petition of Abraham Lemaster Humbly Sheweth, That Whereas your petitioner has performed all and singular the previous requisites by law for ascertaining the bounds of his tract of land called Lemaster's Delight, containing 200 acres, and that a certain Thomas Jameson is an intruder in the bounds thereof, your petitioner therefore humbly prays you to prefix a time for the meeting on the premises in order to settle the bounds thereof, And he as? in duty bound shall pay.

Which said petition being by the Commissioners fully

considered, they were pleased to appoint September 13th next to meet on the premises in order to settle the bounds thereof pursuant to the prayer of the said petitioner, and ordered their clerk to affix notes at the most public places and likewise to issue such precepts as the law directs.

Source: Charles Co., Md. Court and Land Records, Liber M No. 2, pp. 92-93.

Comment: It was probably no coincidence that Abraham had recorded the 1705 plat for Lemastre's Delight in Dec. 1719.

Sep. 1720 - The Commissioners for ascertaining the bounds of land in Charles Co., Md., met at the house of Abraham Lemastre in order to settle and ascertain the bounds of his tract of land called Lemastre's Delight, according to the purport and effect of his application made to the Commissioners at their meeting at the house of John Wathen July 5th last.

Whereupon John Noe and Daniel Short were sworn chain carriers for this present occasion.

The following persons being summoned as evidence were sworn accordingly, viz.

John Lemastre, aged 39 or thereabouts, deposes that a forked white oak standing on a level by the road that goes to Mr. Thomas Jameson has been deemed to be the first bound tree of Lemastre's Delight for about 20 years past, and further this deponent sayeth not.

John Glaze deposes that he knows nothing material concerning the premises.

Richard Lemastre, aged 51 years or thereabouts, deposes that he was at the taking up of Lemastre's Delight and they bounded a forked white oak standing on a level by the road side that goes to Mr. Thomas Jameson's for the first bound tree of the said land, and further this deponent sayeth not.

The petitioner Abraham Lemastre thought proper from proceeding any further at present, the Commissioners adjourned.

Source: Charles Co., Md. Court and Land Records, Liber M No. 2, pp. 103-04.

Comment: Some of the depositions at the Apr. 1732 land commission below seem to refer back to this land commission for Lemastre's Delight.

Sep. 9, 1721 - Abraham Lemastre, of Charles Co., Md., makes a deed of gift to "my well beloved son Isaac Lemastre," [5.] of Charles Co., Md. and his male heirs forever, of "all that part of land on the west side of the main branch of Betty's Delight which is now called _____" [illegible; looks like "S_ar:gid's"]. Signed Abraham Lemastre. Witnesses: Richard Brinn, John Lemastre [7.], Jesse Teneson, and George Dent. Deed recorded Nov. 26, 1721.

Source: Charles Co., Md. Court and Land Records, Liber H No. 2, pp. 468-69.

Comment: No acreage or metes and bounds description is stated in this deed. It appears as if it may be the same land Abraham wills to Isaac in Sep. 1722. The deed's language "to Isaac and his male heirs" is the same restrictive language used by Abraham in his will with regard to son John [7.] Placing this land in the overall picture of Abraham's landholdings has proved difficult; see Note 2.

Mar. 1721/2 - Charles Co., Md. Court. Samuel Hanson vs. Abraham Lemaistre, of Charles Co., planter. Alexander Contee, atty. for Hanson; Richard Llewellyn, atty. for Abraham. Hanson alleged that in Dec. 1720 Abraham stood indebted to him in the sum of 1560 pounds of tobacco that was paid by him Samuel Hanson for Abraham's benefit and at Abraham's request to Robert Hanson, and also in the sum of 100 pounds of tobacco for 1 day's attendance by him the said Samuel Hanson as a land commissioner in order to settle the boundary of land of him the said Abraham lying in Charles Co. and called _____ [left blank in court record], for a total of 1660 pounds of tobacco. Hanson further alleged that these debts had never been repaid although he had requested that Abraham do so. Abraham twice appeared in court in the custody of the sheriff [because he had not obtained sureties?] and requested and was granted continuances.

When the case came on to be heard at the Mar. 1721/2 court, "Abraham although solemnly called came not but made default." The court therefore awarded Hanson 1660 pounds of tobacco, plus 257 pounds of tobacco for his costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber K No. 2, pp. 254-5.

Sep. 20, 1722 - Abraham makes his will which reads as follows:

"....I give and bequeath to my loving son John Lemaster my dwelling plantation to him and the male heirs of his body forever, but in case the son John should die without such heirs then it to fall and descend to the next heir of the Lemasters."

"I give and bequeath to my loving son Isaac Lemaster all that tract of land whereon he now dwells, to him and his heirs forever."

"I give and bequeath unto my loving daughters Sarah Teneson and Mary Barrone all that I have of land called Berry to be divided equally to them and their heirs forever."

"I do make my loving son John Lemaster my whole and sole Executor of this my last will and testament and do make void all my former wills made by me."

"My will is that my loving wife [not named] should have the use of the movables on my dwelling plantation during her natural life but not to transport or sell any part thereof only for her own maintenance."

"My will is that my loving daughter Anne should dwell on some part of my land during her husbands absence where my loving son John will settle her."

"My will is that my loving wife shall have my now dwelling plantation during her natural life and my will is that my daughter Anne should have a milk cow out of my stock during her husbands absence."

Abraham Lemaster

Witnesses: Richard Edlin, James D. Ludwell, Thomas Reibird.

On the back of the will was an entry: Died Dec. 6, 1722.

The will was proved Dec. 11, 1722 in Charles Co., Md.

Sources: (1) Charles Co., Md. Wills, Liber 18, Folio 10. (Maryland State Archives microfilm roll cite is Charles Co., Wills, Liber AB3 1705-1733), (2) Lemaster, Howard M. and Herberger, Margaret, "Lemasters, U.S.A., 1639-1965," p. 12 (quotes text of will); (3) Magruder, James M., Jr., "Index of Maryland Colonial Wills, 1634-1777," p. 292; (4) Baldwin, Jane, "The Maryland Calendar of Wills," Vol. 5 (1720-1726), p. 121.

Comment: See Note 3.

Sep. 20, 1722 - In an Oct. 1752 Charles Co., Md. deposition, Richard Edelen, aged 82 years, stated that he came to Abraham Lemaster's to write the said Lemaster's will, which will when writ he carried the said Edelen to brow of a hill and pointing to a tree about southeast from him he said that was the land he give to his daughter and granddaughter which land he called Berrys and further said that the branch which was below him would be a good division betwixt his son John and his two daughters.

Source: Charles County, Md. Court and Land Records, Liber
B No. 3, p. 356.

Comment: In his deposition Edelen stated that this event took place about 28 years ago (ca. 1724) but from Abraham's will, we know that it would have been Sep. 1722. Edelen was also one of the three witnesses to Abraham's will. Edelen's statement "his daughter and granddaughter" makes no sense. It appears that his mistake is corrected at the end of the deposition when he says "his two daughters." Certainly Abraham's will seems clear on the point where he states "my loving daughters Sarah Teneson and Mary Barrone."

See Apr.-Oct. 1752 record under Sarah [2.] for more on the series of 11 depositions, of which this one of Richard Edelin was a part.

Mar 1723 - The Charles Co., Md. inventory and appraisal of Abraham's estate was as follows:

"A true Inventory of the goods and Chattels of Abraham Lemaster Deceased. Appraised by Mr. John Boarman and Mr. John Higton as followeth:

two year-old barrows	01 04 00	(pounds, shillings, pence)
six sowes and eighteen pigs	03 02 00	
two coves and one yearling	02 16 00	
one old Ditto	01 00 00	
two young coves and two heifers	04 00 00	
4 barrells of Indian corne	01 12 00	
1 mare and colt	02 00 00	
1 old mare with bridle and saddle	01 10 00	
1 hand mill	01 00 00	
1 table 9 old Chairs	01 08 00	
3 old potts 3 old wdgcs	00 13 00	
1 old bed and Blanketts	03 00 00	
1 old flock [?] Ditto	00 15 00	
parcel old Lumber 3 old Casque		
3 old Tobs [sic]	01 15 00	
2 old Chests, one old pail 1 piggin	00 10 00	
	26 00 00	

Given undr ye hands and seales of the undr named Apprs. this
21st day of March 1722/23.

---John Boarman John Higton

Given under ye hands kindred Isaac (his mark) Lemaster [5.]

Given under ye hands of the Undr named Creditor Richard
Lemaister [4.]"

Sources: (1) Charles Co., Md. Inventories Liber No. 2
(1717-1735), p. 106; (2) Lemaster, Howard M. and Herberger,
Margaret, "Lemasters, U.S.A., 1639-1965," pp. 12-13; (3)
Maryland Genealogical Society, "The County Court Note Book,"
"Maryland's Next of Kin," Dec. 1929, p. 29, (4) King, Ruth
and Mitchell, Carol, "Charles County, Maryland Probate

Records, Inventories Part I: 1673-1753," pub. in the Maryland Genealogical Society Bulletin, Vol. 25, No. 1, Winter 1984, p. 65., and (5) Skinner, V. L., Jr., "Abstracts of the Inventories of the Prerogative Court of Maryland 1720-1724," p. 30.

Comment: Inventories were signed by both kin and creditors of the deceased to insure that the listing of the estate's contents and their valuation was fair to both groups of persons. That Richard signed Abraham's inventory as a creditor is unusual; children virtually never signed the inventory as creditors. And, Richard was not a creditor of the estate in the usual sense because Abraham's administration account shows nothing was paid to Richard as creditor. In fact, from the administration account, Abraham was debt free upon his death and had no creditors. Did Richard sign the inventory as creditor just so there would be a name filled in where creditors were supposed to sign? Or was something else at work, such as Richard considering himself entitled to some portion of the estate even though he had been left out of Abraham's will? See Note 3 for discussion.

Sep. 2, 1723 - John Lemaster [7.], executor of the estate of Abraham Lemaster, deceased, files the account of his administration of Abraham's estate in Charles Co., Md. From the 26 pounds sterling of the estate's assets (inventory valuation), John shows disbursements 400 pounds of tobacco for funeral charges, 200 pounds of tobacco for the Deputy Commissary's fee, and 3029 pounds of tobacco paid to John himself as the executor of the estate. The total of 3629 pounds of tobacco was converted to 18 pounds sterling, 2 shillings, 10 pence, leaving Abraham's estate balance as 7 pounds, 17 shillings, 2 pence. Abraham's will did not name a residuary beneficiary, and the administration account does not state how the estate balance is to be distributed.

Sources: (1) Charles Co., Md. Administration Accounts 1708-1738, p. 239, and (2) Prerogative Court of Maryland - Accounts, Liber 4, p. 344. That is, the account appears in both the Charles Co. records and in the state-wide records (Prerogative Court.) The Prerogative Court version is abstracted in Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland 1718-1724," p. 112.

Comment: Abraham appears to have been what we would call "land poor," having died with over 400 acres of land but a net cash estate of only 7 pounds sterling. The money paid to John for administering such a small estate seems rather high. Sometimes we see administrators reimbursed for the effort they expended in harvesting a crop of tobacco but then we would expect to see the tobacco listed as an additional asset of the estate.

Sep. 1727 - Abraham's Charles Co. "dwelling plantation," which was left by his will to son John Lemaster [7.] subject to certain contingencies, is sold by John to his brother Richard Lemaster [4.] for 5000 pounds of tobacco. The property sold by John to Richard was Betty's Delight and Lemaster's Delight. In addition to the usual metes and bounds description of the parcels, John's deed recites the history of those lands, and that John had inherited them from Abraham. The deed names both John and Richard as Abraham's sons.

Source: Charles Co., Md. Court and Land Records, Liber L No. 2, pp. 393-396.

Comment: The text of the deed is set forth under John [7.], and is discussed in Note 3.

ca. 1730 - In a May 1752 Charles Co., Md. deposition of Thomas Jameson, Sr., Jameson said that about 22 or 23 years ago, Abraham Lemaster was referred to as my "father-in-law" by John Dennis [2.] in a conversation John was having with Richard Lemaster [4.]

Source: Charles Co., Md. Court and Land Records, Liber B No. 3, pp. 353-356. See 1752 record below.

Apr. 1732 - At a Charles Co., Md. land commission requested by John Theobalde on behalf of Daniel Jenifer, a minor, for land called Lemaster's Hope, 10 depositions were taken concerning the boundaries of Betty's Delight and Lemaster's Delight, and 6 of the depositions mention statements made by Abraham Lemaster during his lifetime to different persons at different times concerning the boundaries of Betty's Delight and Lemaster's Delight. Three of the depositions were by Abraham's son Richard Lemaster [4.], and two of them were by Abraham's son-in-law John Tennison [2.], with one of Richard's depositions specifically referring to Abraham as his father.

Source: Charles Co., Md. Court and Land Records, Liber R No. 2, pp. 25 and 156-7.

Comment: For the complete record, see Richard [4.]

1752 - At a Charles Co., Md. land commission requested by Thomas Higdon for land called Betty's Delight, 11 depositions were taken, 3 of which mention Abraham Lemaster.

Source: Charles Co., Md. Court and Land Records, Liber B No. 3, pp. 353-356.

Comment: For the complete record, see Abraham's daughter Sarah [2.] Richard Edelin's 1752 deposition is also reported above at Sep. 1722, and part of Thomas Jameson's 1752 deposition is reported above at ca. 1730.

Dec. 1766 and July 1767 - Charles Smoot of Charles Co., Md. deeds to his son Hendley Smoot for 20,000 pounds of tobacco,

part of a tract of land called Betty's Delight, lying on the west side of a branch that runs between the dwelling plantation of Isaac Lemaster's and the plantation whereon Abraham Lemaster, father of said Isaac, formerly dwelled, containing about 100 acres.

Source: Charles Co., Md. Court and Land Records, Liber O No. 3, pp. 139 and 277.

Mar. 1775 - At a Charles Co., Md. land commission requested by Isaac Campbell for Betty's Delight, the deposition of Edward Cadell, aged 56 years or thereabouts, states that "the place where he now stands he was shewed by Abraham Lamaster [Abraham's grandson] and Thomas Jameson now deceased 25 years ago a locust stump which they told him was a division between old Abraham Lamaster's dwelling plantation and that part of Betty's Delight called Berrys which he gave to his daughter and grand daughter, the place aforesaid being near the fork of two branches one of which branches being called Berrys Branch."

Source: Charles Co., Md. Court and Land Records, Liber X No. 3, pp. 10-11.

Comment: The event that took place 25 years ago which Cadell referred to was apparently the 1752 land commission for Betty's Delight reported above, where both Thomas Jameson and Abraham Lemaster [Abraham's grandson] gave depositions, although the stump mentioned in 1752 was not said to be a locust. Cadell also repeats the troublesome "daughter and grand daughter" language used by Richard Edelin in his 1752 deposition. Note that Cadell states that Berry was "part of" Betty's Delight. The other depositions taken at this time were those of Oliver Burch and Thomas Jameson [not the one referred to in Cadell's deposition]. The land commissioners were Philip Briscoe and Thomas Reed Cooksey.

2. LEMASTER, SARAH, b. prob. 1770's in St. Mary's Co., Md.,
d. _____ (living 1758 in Charles Co., Md.), m. JOHN
TENNISON (son of Justinian Tennison, Sr., and wife
Katherine), planter, b. 1667 in St. Mary's Co., Md., d.
between Apr. 1743 and July 1745 in Charles Co., Md.

Issue:

- i. Ignatius Tennison, m. Elizabeth _____.
- ii. Justinian/Jesse Tennison, m. Rachel _____.
- iii. John Tennison, Jr.
- iv. Henry Tennison, m. Mary Ann _____ (probably Sims).

Inroduction.

Sarah's birthdate is a guesstimate. Since she was still living in 1758 it would seem unlikely she was born before 1670. John's 1667 birthdate is from his Apr. 1732 deposition. John was born very shortly after his parents moved from Northumberland Co., Va. to St. Mary's Co., Md. We know this because in 1668 when John's father Justinian Tennison made his claim for land based on those family members he had brought with him to Md. (one received 50 acres per person, including children), he named his 4 oldest children but not John.

John's father Justinian Tennison, Sr., was variously called Justinian Dennis, Justinian Tennis, and Justinian Tennison. His brother John Tennison, Sr., was variously called John Dennis and John Tennison. The name became normalized as Tennison, although we find an occasional reference to Sarah's husband as John Dennis.

Until 1695 both Justinian Tennison, Sr., and John Tennison, Sr., and their families lived in St. Mary's Co. Beginning in 1696 the part of St. Mary's Co. where Justinian and family lived was transferred to Charles Co.

John and Sarah named a son Ignatius which suggests that one or both of them were Catholics.

The following records have been found for John and Sarah, with the following caveat. The 1686-7 records below may not belong to this John but to his first cousin of the same name who was a son of John Tennison, Sr., the brother of Justinian Tennison, Sr. That is, if our John were born in 1667, he would not have reached his majority until ca. 1688, and we would not expect to find adult records of him until at least then, whereas his cousin John Tennison was already of age in 1682. On the other hand, the 1686-7 records concern persons in the family of Justinian Tennison, Sr., not John Tennison, Sr., and perhaps our John Tennison was already married to Sarah Lemaster by Dec. 1686 which had conferred majority upon him even though he was still not 21.

Dec. 1686 - The inventory of Vincent Mansell is appraised by John Bullock and John Tenison in St. Mary's Co.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1685-1701," p. 22.

Comment: Vincent Mansell was John's brother-in-law, being married to his sister Jane Tennison.

June 1687 - John Tennison and Justinian Tennison give security for Jane Tennison Mansell's administration of the estates of Justinian Tennison, Jr. and Vincent Mansell. The Inventory of the Estate of Justinian Tennison, Jr. was made by John Bullock and John Tennison.

Source: Maryland Prerogative Court, Testamentary Proceedings, Vol. 13, p. 490 (St. Mary's Co.)

Comment: Justinian Tennison and Justinian Tennison, Jr., were John's father and brother respectively.

June 1687 - Jane Mansell's administration bond for the estate of Justinian Tennison, Jr., is 20,000 pounds of tobacco. John Tennison and Justinian Tennison post security for her.

Source: Maryland Prerogative Court, Testamentary Proceedings, Vol. 13, pp. 492-3 (St. Mary's Co.) (Men's Career Files, Hall of Records, Annapolis)

June 1687 - Jane Mansell's administration bond for the estate of her husband Vincent Mansell is 30,000 pounds of tobacco. John Tennison and Justinian Tennison post security for her.

Source: Maryland Prerogative Court, Testamentary Proceedings, Vol. 13, p. 493 (St. Mary's Co.) (Men's Career Files, Hall of Records, Annapolis.)

Jul. 1687 - The inventory of Justinian Tenison, Jr., is appraised by John Bullocke and John Tenison in St. Mary's Co.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1685-1701," p. 21.

Sep. 1694 - "St. Johns," containing 115 acres in St. Mary's Co., is surveyed for John Tennison and Thomas Dison, at a bound red oak standing on the East side of Piles Swamp.

Source: Maryland Rent Rolls, No. 8, Charles Co. 1642-1775, pp. 363 and 374.

Comment: In 1696, this land became part of Charles Co., which explains why it is in the Charles Co. rather than the St. Mary's Co. Rent Roll. The Rent Roll is not entirely clear as to whether St. Johns was in Newport or Benedict Hundred of Charles Co., but it looks more likely to me to have been in Benedict Hundred. By the time this Rent Roll was constructed (ca. 1707), half of St. Johns was still

owned by Thomas Dyson but the other half was owned by Dan Murphy. See the second 1697 record below.

1696 - John Tennison records his mark in Charles Co., Md.

Source: Charles Co., Md. Court and Land Records, Liber T, p. 366.

Comment: This would have been a livestock mark, but no further particulars are available because Liber T has been lost. The above comes from the Index to Liber T which has survived. Liber T covered the period 1694-1696 but since p. 366 is the last page in Liber T, this record would be 1696.

1697 - John Tennison was paid 200 pounds of tobacco by Charles Co. for one wolf's head. Bounties were paid on a total of 23 wolves heads in 1697.

Source: Charles Co., Md. Court and Land Records, Liber V, p. 294.

1697 - Charles Co., Md. Deeds. "Daniel Murphy, his conveyance from John Teneson et ux."

Source: Charles Co., Md. Court and Land Records, Liber W, pp. 57-58.

Comment: No further particulars available because Liber W has been lost. The above comes from the Index to Liber W which has survived. Liber W covered the period 1697-1699. The conveyance was doubtless half of St. Johns. See the Sep. 1694 record above.

Dec. 1698 - Administration Account of the estate of Thomas Mudd, deceased, in Charles Co., Md. The account shows a payment made by the estate to John Tenniston [sic].

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1697-1700," p. 25.

Feb. 1699 - The Charles Co., Md. will of Justinian Tennis [sic] leaves son John 1 shilling.

Sources: (1) Charles Co., Md. Wills, Book A 2, pp. 222-3 (have copy of will), and (2) The Maryland Calendar of Wills, Vol. 2, p. 176.

Nov. 1699 - Charles Co., Md. Court. Robert Mason vs. William Wells. Mason sued Wells for 1240 pounds of tobacco, setting forth a statement of account dated Oct. 1698. The account showed that Mason had paid 4290 pounds of tobacco on Wells' behalf and had been repaid 3050 pounds, leaving a balance due of 1240 pounds of tobacco. In the listing of amounts paid by Mason for Wells' account (4290 pounds in total) was 466 pounds of tobacco paid to John Tennison.

Source: Charles Co., Md. Court and Land Records, Liber

X, pp. 215-216.

Comment: Since the statement of account was dated Oct. 1698, the amount paid to Tennison would have been somewhat earlier.

Apr. 1700 - "Hazard" (32 acres) in Newport Hundred, Charles Co., Md. is surveyed for John Tennison, beginning at a great stone placed where a bound tree of Halls Place stood.

Sources: (1) Maryland Rent Rolls, No. 8, Charles Co. 1642-1775, p. 362, and (2) Coldham, Peter W., "Settlers of Maryland 1679-1700," p. 170 (Coldham erroneously reports this land in Cecil Co.)

Comment: See Apr. 1743 record below where John sells this land. Apr. 2, 1700, the date of the survey of Hazard for John, is the same date as Abraham Lemaster's [1.] survey of Lemaster's Delight. Also, Abraham's land called Betty's Delight is described as being near Hall's Place.

Nov. 1700 - Charles Co., Md. Court. James Williams, John Dennis and Thomas Davis are appointed road overseers for Newport Hundred of Charles Co.

Source: Charles Co., Md. Court and Land Records, Liber Y, p. 100.

Comment: John Dennis is the same person as John Tennison. See Introductory Note.

Nov. 1701 - Charles Co. pays John Tennison 2 shillings for a wolf head by the certificate of Benjamin Hall.

Source: Charles Co., Md. Court and Land Records, Liber Y, p. 330.

Aug. 1706 - Charles Co., Md. Court. The Sheriff had Richard Lemaister [4.] and John Dennis, "lawful men of my bailywick," serve notice of a court appearance on Abraham Lemaster [1.] in the case of Gerrard Fowke vs. Abraham Lemaister.

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 247.

Nov. 1706 - Administration Account of the estate of Thomas Smoot, deceased, in Charles Co. The account shows a payment made by Smoot's estate to John Tennison.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1699-1708," p. 36.

ca. 1707 - The Charles Co., Md. Rent Roll (constructed ca. 1707) shows the owner of Toombett as John Dennis for Ann Hargess, an orphan.

Source: Maryland Rent Rolls, No. 8, Charles Co. 1642-1775, p. 366.

Comment: It is uncertain how long before ca. 1707 John

had come into possession of Toombett on behalf of Ann Hargess. Toombett, containing 50 acres, was surveyed in May 1675 for Richard Lemaster [4.] who was then a child. It was originally in St. Mary's Co., but after 1696 in Charles Co., and the Rent Roll places it in Newport Hundred. See Richard [4.] for more details. We have found no deed of Toombett either from Richard or to a Hargess. My best guess would be that sometime after ca. 1689 (when Richard had reached adulthood), but before 1696 (when the land was moved to Charles Co.), and thus, while the land was still in St. Mary's Co. (whose deeds have been lost), Richard deeded the property to a Hargess, who later died and Toombett then passed to his daughter Ann Hargess, with John appointed as her guardian or trustee.

After the 1707 Rent Roll entry, there is no further mention of Toombett until Apr. 1743 when it was sold by John Tennison and wife Sarah to John Baptist Boarman. This raises the further question of how John became the owner of Toombett between 1707 and 1743. There is no Charles Co. deed of Toombett either by Ann Hargess or to John.

Nov. 1709 - Charles Co., Md. Court. John Scott vs. John Dennis, of Charles Co., cooper. William Stone, attorney for Scott; Cornelius White, attorney for John Dennis. Scott alleged that on Nov. 18, 1708 at Portobacco, Dennis stood indebted to him [Scott] in the sum of 1000 pounds of tobacco "for your assumption for one Ambrose Palmer per a particular account thereof here ready in court to be produced," which sum Dennis had not repaid although requested by Scott to do so. After several continuances the case came on to be heard at the Nov. 1709 court, at which time "Dennis" claimed that he should have judgment "per ye doct. aforesaid because he saith that his name is John Tennison and not John Dennis, and this he is ready to verify wherefore he prays judgment. And the said John Scott in his own proper person cometh into court and acknowledged ye said action to be agreed."

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 671.

Comment: I interpret John's defense as being that Scott's written account of the debt and thus the lawsuit was in the name of John Dennis, and that given the law's requirement of accuracy in the pleadings and proof, that Scott's case was technically deficient since he had written down the wrong surname for John. This seems to be confirmed by the fact that the parties reached a quick settlement agreement once John raised this defect.

I do not interpret this record to mean that John Dennis and John Tennison were two different people and that Scott had sued the wrong person. If so, the case should have been promptly dismissed and not settled. It is a little troublesome that John is called a cooper in this record

whereas other records refer to him as a planter, but his brother-in-law Richard Lemaster [4.] is variously called planter, carpenter, and innkeeper. Just as today, a person may have different occupations at different times in his or her life or may have a sideline in addition to his or her main occupation. And in those days, when nearly everyone was a planter (farmer), it would be prudent to have some other income producing activity during the winter when there was little farming to be done.

Nor can this be a record of John's uncle or first cousin of the same name because both of those Johns were deceased by 1709.

1712 - See Oct. 1727 record below.

Sep. 1715 - Administration Account of the estate of William Johnson, deceased, in Charles Co., Md. The estate makes a payment to John Tenneson.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1715-1718," p. 1.

Nov. 1717 - Charles Co., Md. Court. The County paid John Tenneson 248 pounds of tobacco for 62 squirrel heads.

Source: Charles Co., Md. Court and Land Records, Liber I No. 2, p. 34.

Comment: Payments for wolves heads were very common in those days, and there payments for 21 wolves heads on this list. But nearly all of the payments on this list, and they go on for 4 double columned pages, were for squirrel heads and crow heads. This is the first time I have seen payments for squirrel and crow heads, and the numbers were huge -- a total of 19060 squirrel heads and 897 crow heads.

Dec. 1719 - John Teneson and Daniel Stuart are the creditors who signed the inventory of Winifred Lee, deceased, in Charles Co., Md.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories of the Prerogative Court of Maryland 1718-1720," p. 35.

Sep. 1722 - Sarah and her sister Mary [3.] are left "land called Berry to be divided equally to them" in their father Abraham's will.

Source and Comments: See Abraham [1.] for the will, and Note 2. and the 1752 records below for information about Berry.

Sep. 1722 - In an Oct. 1752 Charles Co., Md. deposition, Richard Edelen discusses the boundary Abraham Lemaster [1.] intended in his will to separate the land he left to son John and the land ("Berry") he left to his daughters Sarah

and Mary. For complete record and source, see Apr.-Oct.
1752 record below.

Mar. 1722/3 - Charles Co., Md. Court. The Grand Jury presents Samuel Hall for selling drink contrary to ye Act of Assembly, by information of William Morphy, William Harguiss and John Teneson.

Source: Charles Co., Md. Court and Land Records, Liber N No. 2, p. 30.

June 1723 - Charles Co., Md. Court. John Teneson, Sr., and Marmaduke Semmes, of Charles Co., planters, post a bond of 20 pounds each to secure the appearance of John Teneson, Jr., at the next (August) Court.

Source: Charles Co., Md. Court and Land Records, Liber N No. 2, p. 95.

Comment: This was for charges pending against John Jr. for killing wild hogs.

Aug. 1723 - The account of William Murphey and Anne his wife, executrix of the last will and testament of Randolph Garland, late of Charles Co., deceased, shows 2 different payments were made by the estate to John Tennison -- one in tobacco (100 pounds) and one in cash (18 shillings, 8 pence.)

Source: Prerogative Court of Maryland. Accounts. Liber 4, p. 343. The Prerogative Court record is abstracted at Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland 1718-1724," p. 112.

Comment: Also mentioned in this account was John Lemaster [7.]

Oct. 1723 - William Rogers, of the City of Annapolis, Anne Arundel Co., Md., and Mary his wife, deed to John Teneson, of Charles Co., Md., planter, for 12000 pounds of tobacco "all that part or parcel of land lying in Charles County, it being part of a tract of land called 'Strife' and taken up by a certain Benjamin Hall Jan. 29th, 1699, Beginning at a bounded locust the first bounded tree of the said 'Strife,' thence running north 130 perches to a bounded hickory, thence east 167 perches til it intersect a south line of the land called 'Strife,' thence south to 'Calvert's Hope' and with 'Calvert's Hope' to the first bounded tree, containing and now laid out for 135 acres, more or less...." Signed William Rogers and Mary Rogers. Witnesses: Thos. Larkin and Samuel Stringer. Recorded Nov. 1727 [4 years later.] On the back of the deed was the following memorandum: "This deed by an act passed at a session of Assembly held at Annapolis Oct. 10/18?, 1727 (provided it be _____ within 6 months after the end of that session

is made at the same force and _____ as if recorded within the time limited by the Act for quieting possessions, enrolling conveyances and securing the estate of purchasers.)"

Source: Charles Co., Md. Court and Land Records, Liber L No. 2, pp. 398-400.

Comment: "Strife" was originally 235 acres owned by Benjamin Hall. In Dec. 1706, Hall sold 100 acres of Strife to Richard Lemaster [4.] and the other 135 acres of it to Samuel Smallwood. In Mar. 1709, Richard Lemaster sold his 100 acres of Strife to Mary Contee (see Richard for details), and in Apr. 1712, Samuel Smallwood of Baltimore Co., Md., carpenter, and Martha, his wife, sold their 135 acres of Strife to Philemon Hemsley and Mary his wife for 10000 pounds of tobacco. (Charles Co., Md. Court and Land Records, Liber D No. 2, p. 18.) Mary Rogers who signed this deed was Mary Contee (1st husband) Hemsley (2nd husband) and now Rogers (3rd husband.) The note on the back of the deed explains why the deed, although made in 1723, was not recorded until 1727.

Oct. 1724 - John Tennison, as creditor of the estate, signs the inventory of Roger Lee, deceased, in Charles Co., Md.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories of the Prerogative Court of Maryland 1724-1727," p. 6.

Comment: Oct. 1724 was the date the inventory was filed in court, so the inventory itself would have been made and signed by John somewhat earlier.

Oct. 1724 - Administration Account of the estate of Roger Lee, deceased, in Charles Co., Md. The account shows a payment of 239 pounds of tobacco made by the estate to John Tennison.

Sources: (1) Charles Co., Md. Administration Accounts, 1708-1738, p. 261., and (2) Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland 1724-1731," p. 12.

Nov. 1724 - Charles Co., Md. Court. Manne Page vs. George Budd, of Anne Arundel Co., Md., sadler. At the Nov. 1724 Court, the Charles Co. sheriff makes return to the Court that pursuant to a writ issued by the Court he has attached property in the hands of 7 Charles Co. residents that was owned by or owed to George Budd. The total amount attached was 2734 pounds of tobacco, 660 pounds of it being held by John Teneson. The Court ordered that Manne Page have condemnation of the tobacco of George Budd in the hands of the several garnishees. At the June 1725 Court, Page's attorney reported that he had received for his client full satisfaction of the several sums of tobacco.

Sources: Charles Co., Md. Court and Land Records, Liber

Nov. 1726 - Charles Co., Md. Court. John Teneson vs. William Morphey. Trespass on the Case. Agreed. [annotated case caption only]

Source: Charles Co., Md. Court and Land Records, Liber P No. 2, p. 352.

Oct. 1727 - John Tennison got an act passed by the Maryland General Assembly in Oct. 1727 to confirm a 1712 deed to "Strife" by Philemon and Mary Hemsley to John Tennison.

Source: See Oct. 1723 record above. The reference to a prior 1712 deed comes from a Mar. 1793 letter from Marion Tennis. The Apr. 1712 deed of 135 acres of Strife by Smallwood was recorded Oct. 1712. So, if Marion's comment is correct, the never recorded deed of Philemon and Mary Hemsley to John Tennison was Oct.-Dec. 1712.

ca. 1730-1734 - In May 1752 Charles Co., Md. depositions, (1) Thomas Jameson, Sr., said that ca. 1730 Richard Lemaster [4.] asked John Dennis if he could not prove the white oak at the head of Barry's Branch, the said Dennis said he could not for he had asked his father-in-law Abraham Lemaster if the said white oak was his bound tree, and he said it was not his.

(2) Abraham Lemaster (son of Richard [4.]), William Nalley, and Thomas Jameson, Sr., said that ca. 1732 there stood a bound tree of Betty's Delight about 60 yards from the Old Bridge Road, which tree was opposite to John Dennis' path that went out of the said Road to the said Dennis' house.

(3) Thomas Jameson, Sr., said that somewhat after 1732 John Dennis was at the bound tree opposite the path to his house, and told Jameson that it was a bound tree of his brother Richard Lemaster's [4.] land which he took up and afterwards sold to Edward Davis.

Source: Charles Co., Md. Court and Land Records, Liber B No. 3, pp. 354-356.

Comment: For complete details, see Apr.-Oct. 1752 record below. At this time John and Sarah owned Hazard, Strife, Toombett, and Berry. To determine where the house of John Dennis that is mentioned in these depositions was located, one needs to ascertain which of these 4 land parcels John and Sarah were living on.

Apr. 1732 - In Nov. 1731, John Theobalde petitioned the Charles Co., Md. Court stating that he was "possessed of land lying in this County in right of Daniel Jenifer, youngest son and devisee of Daniel Jenifer, Gentleman, deceased, called Betty's Delight and Lemaster's Delight, and lately (to wit) in 1725 resurveyed and thereby renamed

Lemaster's Hope, the bounds whereof the petitioner on behalf of the said orphan is desirous to perpetuate," and therefore he requested a land commission to examine its boundaries. The petition was granted, and Henry Hawkins, John Hanson, and William Middleton, commissioners, met on the land and took 10 depositions in Apr. 1732, which were reported back to the Court in June 1732. Two of the depositions were by John Tennison, and are reported below. The others were by Justinian Burch, Richard Lemastre [4.], John Caudle, Thomas Mudd, and John Nally.

(1) "John Tenneson, aged 65 years or thereabouts, declares that Abraham Lamaster [1.] brought the Surveyor to the abovesaid white oak and made that oak the first bound tree of Lamaster's Delight and from thence run the first course of the said land and run from thence to a white oak of Betty's Delight."

(2) "John Tenison further declares that Abraham Lamaster [1.] showed him and Mr. Benjamin Hall a Spanish oak upon a plain for a bound tree of Betty's Delight and that the said Hall took up some land joyning it."

Sources: Charles Co., Md. Court and Land Records, Liber R No. 2, pp. 27 and 156-7. See Richard Lemaster [4.] for complete record.

Comment: John's first deposition seems to refer back to the original survey of Lemaster's Delight in Apr. 1700.

Mar. 1734/5 - Charles Co., Md. Administration Account of John Eburnathy, deceased. Payment of 97 pounds of tobacco received by the estate from John Tenneson.

Sources: (1) Charles Co., Md. Administration Accounts, 1708-1738, p. 439, and (2) Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland, 1731-1737," p. 82.

Feb. 1737 - See record under John Lemaster [7.] where "Tennison's land" is said to adjoin both Simpson's Supply and John Lemaster's land [probably Simkin's Coat Back.] The Tennison named is doubtless John Tennison, but I do not know which parcel of his land is being referred to.

Jan. 1737/8 - John Tennison is named as "kin" in the inventory of Abraham Tennison in St. Mary's Co., Md.

Source: Liber 23, pp. 204-05.

Comment: Because this is a St. Mary's Co. estate, this could be a record of a different John Tennison. Abraham Tennison and his brother Absolam Tennison each had a son named John. Were either of those Johns of age in Jan. 1737/8? The relationship of our John to Abraham Tennison (and Absolam Tennison) is first cousin, one removed, Abraham Tennison being a grandson of John Tennison, Sr., the brother of Justinian Tennison, Sr. See also the Feb. 1742/3 record

below where the same situation may apply.

Jan. 1742/3 - John Tenison of Charles Co., Md., deeds to Ignatius Tenison of Charles Co., Md. "for and in consideration of the natural love and affection which he hath and doth bear unto his well beloved son Ignatius Tennison . . . after my decease and my wife's decease, all that tract or parcel of land lying and being in Charles Co. known and called by the name of Strife and containing 135 acres more or less" [no metes and bounds description given in the deed] Signed John Tennison (makes his mark.) Witnesses: Isaac Lemaster [5.] (makes his mark) and Richard Neboit? Deed recorded June 27, 1743.

Source: Charles Co., Md. Court and Land Records, Liber O No. 2, pp. 554-55.

Feb. 1742/3 - John Tennison and Abrahm Barnes sign, as creditors, the inventory of James Watts, deceased, in St. Mary's Co., Md. Mary Watts (presumably wife) is administratrix.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories of the Prerogative Court of Maryland 1738-1744," p. 88.

Comment: This may be a different John Tennison. See Jan. 1737/8 record above. Watts is a family related by marriage to Justinian Tennison, Sr.'s brother John Tennison, Sr.

Apr. 12, 1743 - John Tennison, of Charles Co., Md., planter, deeds to John Baptist Boorman, Gentleman, of Charles Co., Md., for 3000 pounds of tobacco "a tract of land called Hazard, lying in Charles Co., Beginning at a great stone placed where a bound tree of a tract of land of land called Hall's place stood, running thence south 30 degrees westerly 66 perches to a bounded walnut tree, thence south west 72 perches to a bounded red oak standing by Zachiah Swamp side, thence north 116 perches to a bounded gum being a bound tree of a tract of land called Tombitt, thence with a straight line drawn to the first bound tree, laid out for 32 acres more or less, Likewise another tract or parcel of land lying in Charles County called Tombitt, Beginning at a bounded oak standing in Zachiah Swamp [metes and bounds same as in 1675 patent to Richard Lemaster (4.)], containing 50 acres more or less. Signed John Tennison (makes his mark.) Witnesses: George Dent and William Boorman. On the same day John's wife Sarah is separately examined and acknowledges the deed as her voluntary act. Deed and acknowledgement recorded May 6, 1743.

Source: Charles Co., Md. Court and Land Records, Liber O No. 2, pp. 541-42. This sale of Hazard is also noted on Maryland Rent Roll No. 8, Charles Co., 1642-1775, p. 362.

July 24, 1745 - Jesse Tennison and Ignatius Tennison of Prince Georges Co., Md., planters, for 8000 pounds of tobacco and 5 pounds sterling, sell 135 acres of "Strife," located in Charles Co., Md., to John Wathen, of Charles Co., Md., gentleman, [for metes and bounds, see Oct. 1723 record above], provided that Sarah Tennison mother of the aforesaid Jesse and Ignatius who now lives on part of the land and premises before mentioned shall remain thereon without any disturbance during her natural life, and use, occupy and enjoy such part with the orchard thereon, except that the said John Wathen shall have liberty of placing a tenant on that part of the land immediately where Ignatius Tennison lately lived and receive the rents thereof. Signed Jesse Tennison and Ignatius Tennison [signatures, not marks]. Witnesses: George Dent and Elenor Dent. There follows a Sep. 14, 1745, Memorandum that Rachel Tennison, wife of Jesse, and Elizabeth Tennison, wife of Ignatius, were privately examined by two Justices of the Peace out of the hearing of their husbands, at which time they stated that they relinquished their right of dower and willingly consented to the sale. The deed and wives' consent were recorded Oct. 28, 1745.

Source: Charles Co., Md. Court and Land Records, Liber Z No. 2, pp. 67-69.

Comment: If one compares this record with the previous ones, it establishes that John Tennison died between Apr. 1743 and July 1745.

Apr.-Oct. 1752 - In Apr. 1752, Thomas Higdon petitioned the Charles Co., Md. Court, stating that he was seized of a tract of land in Charles Co. called Betty's Delight, and requested a Commission to examine its boundaries. The petition was granted, and Robert Horner and Peter Wood were appointed to execute the Commission by meeting on the land and taking deposition testimony from witnesses concerning its boundaries. Horner and Wood took 9 depositions in May 1752, and another 2 depositions in Oct. 1752, which depositions were reported back to the Court in Mar. 1753. Depositions were taken from Thomas Warren, Elizabeth Wilkinson, Mary Crosson, Abraham Lemaster (son of Richard Lemaster [4.]), William Nalley, Catherine Warren, Thomas Jameson, Sr., John Nalley, Sr., and Richard Edelen, Sr. Four of the depositions mention Sarah's husband John Tennison (called John Dennis.) The text of all 11 depositions is set forth in Note 4.

Source: Charles Co., Md. Court and Land Records, Liber B No. 3, pp. 353-356.

Comment: Higdon's petition seems to have been generated by his purchase of the "Berry" portion of Betty's Delight from Sarah. See next record. Berry was the land left to Sarah and her sister Mary by their father Abraham Lemaster in his Sep. 1722 will.

June 1752 - Sarah Tennison, of Charles Co., Md., deeds to Thomas Higdon, of Charles Co., Md., for 1200 pounds of tobacco, 4 barrels of corn, and a mare, "all that tract or parcel of land part of a tract of land being Berry's called Betty's Delight situate in Charles Co., Beginning at a poplar standing in a branch at the south _____ [paper torn] of the Reverend Isaac Campbell's dividing line, thence south 60 perches binding with _____ [torn], thence north 88 degrees 30 minutes west 42 perches binding with the branch, thence south 68 degrees west 14 perches binding with the _____ [said branch?], thence south 40 degrees west 38 perches to a bounded tree standing in the _____ [torn] side of the main road that leads from Zachiah Bridges, thence east one hundred _____ [torn] five perches to a bound tree standing in the head of a bottom the last bound _____ [torn] tract of land, thence with the given line till it intersects the divided line _____ [torn] Campbell's, thence with the said line to the poplar, containing 60 acres more or less...." Signed Sarah Tennison [signature, not mark]. Witnesses: John Winter and Robert Yates. Recorded June 1752.

Source: Charles Co., Md. Court and Land Records, Liber A No. 3, pp. 8-9.

Comment: This is Sarah's portion of "Berry." See previous record for depositions concerning its boundaries. Isaac Campbell's land, called "Betty's Delight," was purchased in 1751 from Abraham Hargis who purchased it in 1747 from John Lemaster (son of Richard Lemaster [4.]) John Lemaster's

deed to Hargis in 1747 gives no metes and bounds description, but when Hargis sold it to Campbell in 1751, it was said to adjoin "Berries." In the Rent Rolls, Sarah's deed to Higdon is recorded under Evans' Betty's Delight.

In July 1761, Thomas Higdon, Sr., and Margaret his wife, deeded to their sons Abraham Higdon and John the Baptist Higdon, a parcel of land called "Berris" [sic], being part of a tract of land called "Betty's D____," lying in Charles Co., and containing 100 acres. In Oct. 1765, Thomas Higdon, Abraham Higdon and John the Baptist Higdon deeded to Thomas Hencock, a tract of land in Charles Co. called "Berrias" [sic], being part of a tract of land called "Betty's Delight," bounded by the parcel of land commonly called "Berries," containing and laid out for about 100 acres. Source: T.L.C. Genealogy, "Charles County, Maryland, Land Records, 1761-1765" pp. 8 and 73.

Mar. 1758 - Barton Wathen of Charles Co., planter, deeds to Charles Smoot of Charles Co., planter, for 10000 pounds of crop tobacco, part of a tract of land in Charles Co. called Strife, and taken up by Benjamin Hall on Feb. 29, 1699, bounded by Calvert's Hope, containing 135 acres. Sarah Tennison, who now lives on part of the land and premises aforesaid shall remain thereon without any let [sic] or disturbance of said Charles Smoot during her natural life, and use, occupy, and enjoy such part with the orchard thereon, without being put to her thirt [third?] part of said land or orchard, saving that said Charles Smoot shall have liberty of placing a tenant on that part of the land immediately where Ignatious Tennison lately lived, and receive the rents thereof to the use of the said Charles Smoot. Clotilda Wathen, wife of Barton, joins in the conveyance. Deed recorded June 1758.

Source: T.L.C. Genealogy, "Charles County, Maryland, Land Records, 1756-1761," p. 37.

Mar. 1775 - At a Charles Co., Md. land commission requested by Isaac Campbell for Betty's Delight, the deposition of Edward Cadell, aged 56 years or thereabouts, states that "the place where he now stands he was shewed by Abraham Lamaster [son of Richard (4.)] and Thomas Jameson now deceased 25 years ago a locust stump which they told him was a division between old Abraham Lamaster's [1.] dwelling plantation and that part of Betty's Delight called Berrys which he gave to his daughter and grand daughter, the place aforesaid being near the fork of two branches one of which branches being called Berrys Branch."

Source: Charles Co., Md. Court and Land Records, Liber X No. 3, pp. 10-11.

Comment: The Cadell deposition may be referring back to the 1752 depositions discussed above although the stump there

discussed is not said to be a locust. Notice the troublesome
~~"daughter and grand daughter"~~ language used by Cadell that
was also used by Richard Edelin in his 1752 depositions. Cadell
states that Berry was "part of" Betty's Delight.

No will, inventory or estate administration has been found
for either John or Sarah.

3. LEMASTER, MARY, b. prob. in the 1770's in St. Mary's Co., Md., d. _____ (living 1722), m. Mr. BARRON (probably ROBERT), minister, b. _____, d. between Aug. 10 (made his will) and Oct. 1 (will probated), 1717 in St. Mary's Co., Md.

Introduction.

Mary's birthdate is a guesstimate. The parents of Robert Barron are not known.

It has long been held that Mary Lemaster was married to Robert Barron. So far as I can determine, here is how that conclusion came about. Abraham's [1.] will names a daughter Mary Barrone. Researchers encountering the will of Robert Barron in 1717 in St. Mary's Co., which names his wife as Mary, assumed that she was the Mary Barrone mentioned in Abraham's will.

I have done considerable Barron family research, and cannot put forth a more likely Barron male than Robert as Mary's husband. The Richard Barron of St. Mary's Co. whose wife was also named Mary was Mary Mills. Still, there is certain negative circumstantial evidence for Robert Barron's wife Mary being Mary Lemaster: (1) the St. Mary's Co. location instead of Charles Co.; (2) none of their children have Lemaster family names; (3) the absence of any familiar names in the considerable list of names in Robert Barron's administration account; and (4) an unidentified Abraham Barron in Charles Co. who, given the name Abraham and the Charles Co. location, looks as if he might be a son of Abraham's daughter Mary Barron, but who is not the son of Robert Barron.

Issue of Robert and Mary Barron:

- i. Benjamin Barron.
- ii. Martha Barron.
- iii. Bridget Barron.

I have never found any records of Benjamin, Martha or Bridget. There was a Benjamin Barron who was living with wife Elizabeth in Anne Arundel Co. in 1743 (Hooper's Chancery Court Records, p. 86) and who d. Anne Arundel Co. ca. 1762 (3x5 card file at Md. State Archives), but I have no idea if it was Robert and Mary's son.

The following records have been found for Robert and Mary Barron.

Aug. 10, 1717 - Robert Barron, clerk, makes his will, leaving 1/3 of his estate to wife Mary, 1/3 to son Benjamin, and 1/6 each to daughters Martha and Bridget. Mary is named executrix. The will is proved in St. Mary's Co., Md. Oct. 1, 1717.

Source: Baldwin, Jane, "The Maryland Calendar of Wills," Vol. 4 (1713-1720), p. 109.

Oct. 1717 - Inventory of the estate of Robert Barron, deceased, in St. Mary's Co. The value of the inventory was 66 pounds, 13 shillings, 5 pence. Appraisers: Thomas Waughon, Richard Forest and William Swale. Peter Watts signed the inventory as creditor.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1715-1718," p. 68.

Mar. 15, 1717/1718 - The account of Mary Barron, executrix of the testament of the reverend Robert Barron, late of St. Mary's Co., deceased. This accountant chargeth herself with the Inventory of the deceased's estate as per Inventory amounting to 66 pounds, 13 shillings, 5 pence, and humbly craves allowance for her following payments and disbursements since made, as follows:

Cash paid Amos Garrat	30	0	0
Cash paid John Baker for acct. John Beall	5	12	0
Cash paid John Cole	2	15	0
Cash paid Francis Hopewell	2	7	1
Cash paid Anne Lister	0	10	0
2000 lbs tobacco paid Peter Watts on a bond due to William Swale			
2070 lbs tobacco due George Gilispie			
890 lbs tobacco paid Marshall Lowe			
445 lbs tobacco paid Alexander Furguson			
500 lbs tobacco paid Thomas Fielder			
270 lbs tobacco paid Alexander Lickey			
3750 lbs tobacco paid Peter Watts			
180 lbs tobacco paid Darby Morris			
504 lbs tobacco paid John Thomas			
480 lbs tobacco paid John Price			
380 lbs tobacco paid Robert Hannatt?			
400 lbs tobacco paid Thomas Watts			
400 lbs tobacco paid Gilbert Mackie			
500 lbs tobacco paid John Bean			
210 lbs tobacco paid William Aiskins			
57 lbs tobacco paid Math. Tederdall?			
220 lbs tobacco paid Andrew Eaton			
1000 lbs tobacco paid John Conant for rent			
12256 lbs tobacco at 2 pence per lb. is	102	2	8
Cash paid Marshall Lowe	0	6	0
7000 lbs tobacco borrowed by the deceased of his Vestery and since repaid by this accountant	58	6	8
Salary for paying 201 pds., 19 shil., 5 pen.	20	3	6
	222	2	11
Funeral charges etc. 1200 lbs tobacco is	10	0	0
Cash paid for drawing and stating this acct.	0	10	0

Then came Mrs. Mary Barron the above accountant and made oath upon the Holy Evangelists of Almighty God, that the above acct. is just and true.

Source: St. Mary's Co., Md. Administration Accounts 1674-1720, pp. 315-316. Robert's administration account is also abstracted in Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1715-1718," p. 51.

Comment: Note that Robert lists his occupation as clerk when making his will but is called "Reverend" in the account administration. In the 1751 deed of Betty's Delight, the grantee Isaac Campbell, is given the occupation of clerk at the beginning of the deed, but later on in the same document is called "Reverend." Apparently that was the custom at the time.

Mar. 1717/1718 - Charles Co., Md. Estate Inventory of Andrew Norton lists kindred John Posey, Charles Jones, and Robert Beran [sic.]

Source: King, Ruth, and Mitchell, Carol, "Charles County, Maryland Probate Records, Inventories Part I: 1673-1753," Maryland Genealogical Society Bulletin, Vol. 25, No. 1, Winter 1984, p. 62.

May 1718 - St. Mary's Co., Md. administration account of Bridgett Richardson, executrix of the last will and testament of Nicholas Richardson, late of St. Mary's Co., deceased. The said executrix [Bridgett] chargeth herself with several sums of money and tobacco received of several persons, among them 400 pounds of tobacco received from Mary Barron, valued at 1 pound, 13 shillings, 4 pence.

Source: St. Mary's Co., Md. Administration Accounts 1674-1720, pp. 357-58.

Comment: Given that Mary named a daughter Bridget which was not a common name then in use, one wonders if Robert or Mary was related to Bridget Richardson. The St. Mary's Co. inventory of Nicholas Richardson (Mar. 27, 1717) gives his next of kin as William Sanders and Bridget Charmes. At this same time (1717) Bridget Charmes was the administratrix of Maunders Charmes. William Sanders is also mentioned in the estate of Maunders Charmes. Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1715-1718," pp. 15 and 58.

Oct. 1718 - George Irvine makes his will [county not stated] and leaves to Mrs. Mary Barron and 2 daughters [not named] of Robert Barron, deceased, personalty (now at St. Mary's.) The Inventory of George Ervain [sic] was filed in St. Mary's

Co., and mentions Mary Barron. The estate consisted only of personality.

Sources: (1) Baldwin, Jane, "The Maryland Calendar of Wills," Vol. 4 (1713-1720), p. 189, and (2) Skinner, V. L., Jr., "Abstracts of the Inventories of the Prerogative Court of Maryland 1718-1720," p. 17.

Comment: The date of probate is not given in Baldwin, and the date of the inventory is not given in Skinner, however, the inventories before and after George's in Skinner are dated 1718.

Feb. 1720 - Administration Account of the estate of George Irvane [sic], deceased, in St. Mary's Co. The Account shows that the estate made payment to Mrs. Mary Barron (widow) as legacy left children (unnamed) of Mr. Barron.

Source: Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland 1718-1724," p. 48.

Sep. 1722 - Mary is mentioned in her father Abraham Lemaster's [1.] will, as follows: "I give and bequeath to my loving daughters Sarah Teneson and Mary Barrone all that I have of land called Berry to be divided equally to them and their heirs forever."

Source: See Abraham [1.]

Comment: We have no record of the division of "Berry" between Mary and Sarah as contemplated in Abraham's will. Nor do we have any record of the disposition by Mary Barron of her portion of "Berry," whether by deed, gift or will. Since Mary is called Mary Barron in Abraham's will, it is obvious that she had not remarried in the 5 years since her husband Robert Barron had died.

If Mary remarried after 1722, and then disposed of Berry, she would not be a Barron at that time, but even this was not the case because the deeds are indexed by tract name as well as grantor/grantee, and there is no deed of Mary's portion of Berry by anyone (such as a new husband). In 1752 Mary's sister Sarah [2.] sold her portion of Berry (60 acres) to Thomas Higdon.

Sep. 1722 - In an Oct. 1752 Charles Co., Md. deposition, Richard Edelin discusses the boundary Abraham Lemaster [1.] intended in his will to separate the land left to son John and the land ("Berry") left to his daughters Sarah and Mary. For complete record, source and discussion, see Apr.-Oct. 1752 record under Sarah [2.] At one point in his deposition Edelin calls Berry the land Abraham left to his "daughter and granddaughter."

Aug. 1729 - The list of debts due to the estate of Amos Garret, deceased, filed in Anne Arundel Co., Md., lists Rev.

Robert Baron, widow Mary Baron.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories
of the Prerogative Court of Maryland 1718-1720," p. 54.

4. LEMASTER, RICHARD, farmer, carpenter, and innkeeper, b. 1668-1670 in St. Mary's Co., Md., d. between May 1735 and Jan. 1744/45 prob. in Charles Co., Md., m. MARTHA _____, b. ?, d. prob. 1713-1723 in Charles Co., Md. Martha's surname is unknown; it was not Dennis as previously thought. See Note 5.

Issue:

10. Mary Lemaster, m. Thomas Hays.
11. John Lemaster, m. Ann _____.
12. Richard Lemaster, m. _____.
13. Abraham Lemaster, m. Martha Kerrick.

Mary should be viewed as only a probable daughter. See Note 5. John's wife's surname is unknown; it was not Keith as previously thought.

The following records have been found for Richard.

May 1675 - "Toombett" in St. Mary's Co., Md., is surveyed for Richard Lemaster.

Source: Maryland Rent Rolls, No. 8, Charles Co., 1642-1775, p. 366 (Newport Hundred.)

Sep. 1675 - Richard's patent for "Toombett" from Lord Baltimore is dated Sep. 23, 1675, and reads in pertinent part as follows: "...in consideration that Richard Lemaister of Saint Maries County in our said province of Maryland hath due unto him fifty acres of land within our said province by assignment from Richard Edelin, the assignee of Samuel Dobson, due the said Dobson for transporting John Daniels into our said province...do hereby grant unto him, the said Richard Lemaister all that parcel of land called 'Toombett,' lying in St. Maries County and beginning at a bounded oak standing in Zachaia Swamp, running thence South East seventy-five perches to a bounded Gum standing by a Cattail Swamp, thence Southwest binding upon Capt. Boarman, ninety perches to a bounded white oak, thence South seventy-eight perches to a bounded White Oak in the line of Abraham Lemaister, thence West northwest sixty perches to an oak in Zachaia Swamp, thence with a straight line to the first bound tree. Containing and now laid out for fifty Acres more or less...."

Source: Patent Record 1675-1680 Liber 19, folio 213, transcript of WC.

Comment: See Note 6.

ca. 1686 - See Apr. 1731 record below.

Mar. 1697/98 - Charles Co., Md. Court. John Smith vs. Richard Lemaistre, of Charles Co., planter. Smith, by his attorney William Dent, alleged that in Sep. 1697, Richard,

in a writing produced in court, bound himself to Smith in the sum of 17,000 pounds of tobacco, which Richard had not paid. Richard appeared, in the custody of the Sheriff, and admitted that the writing was his and that Smith had not been paid. However, Richard pointed out to the Court that the condition of the obligation was that the 17,000 pounds of tobacco would become due only if Thomas Harguiss, Thomas Barron or Richard Lemaistre did not pay Smith 8500 pounds of tobacco on Oct. 10, 1697 for and on the account of Abraham Lemaistre. Although that amount had not been paid either, Richard requested the Court to find judgment for Smith only in the amount of 8500 pounds of tobacco. This the Court did, adding 381 pounds of tobacco as Smith's damages.

Source: Charles Co., Md. Court and Land Records, Liber V, pp. 347-48.

Comment: At the same Court (pp. 345-47), John Smith also sued Thomas Harguiss and Thomas Barron for 17,000 pounds of tobacco. Harguiss and Barron raised the same point as Richard, and were also found liable for only 8500 pounds of tobacco, plus 381 pounds of tobacco as damages. For subsequent proceedings in Smith's case against Richard, see Nov. 1699 record below.

1698 - Richard Lemastre, his bill of sale from William Lewman.

Source: Index to Charles Co., Md. Court and Land Records 1658-1722, Liber W, p. 166. This record comes from the Index. The actual record cannot be consulted for more details because Liber W has been lost. Liber W was a deed book. Deed books recorded not only land transactions but also deeds of major personal property such as livestock and servants/slaves.

1698 - George Short, his conveyance from Richard Lemastre.

Source: Index to Charles Co., Md. Court and Land Records 1658-1722, Liber W, pp. 234-37. See previous record.

Nov. 1699 - Charles Co., Md. Court. John Smith vs. Richard Lemaster. At the Mar. 1697/98 court John Smith recovered a judgment against Richard Lemaster, of Charles Co., Md., planter, on a debt in the amount of 8500 pounds of tobacco, plus an additional 381 pounds of tobacco as his damages. [See above.] Richard did not pay the judgment, and in Mar. 1698/99 Smith (by his attorney William Dent) brought a further action to recover on his judgment. Richard appeared by his attorney William Stone and requested that the case be continued until the next court, which request was granted. At each succeeding court the same thing occurred: Richard requested a continuance until the next court, which was granted. The case finally came on to be heard at the Nov.

1699 court at which time Richard claimed that Smith's case should be dismissed because "execution hath already issued out against him for the debt and damages aforesaid." The Court agreed, dismissed Smith's case, and awarded Richard 186 pounds of tobacco for his costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber X, pp. 211-213.

ca. 1699 - In a Jan. 1743/44 Charles Co., Md. deposition, George Askins, aged 64 years or thereabouts, declared that about 44 years ago, he this deponent was in company with Richard Lemaster, who told him that the bounded white oak by which he this deponent now stands, which said oak stands on the north side of a small branch near Zachiah Swamp, and near the now dwelling house of this deponent, was a bounded tree of a tract of land called Jordain, and this deponent further saith that he saw the patent of the said land by which he found the tree above mentioned was the second bound tree of the said land, and it has ever been deemed as such since.

Source: Charles Co., Md. Court and Land Records, Liber 39, p. 700.

Comment: For more information about this deposition, see the Jan. 1743/44 record under Richard's son-in-law Thomas Hays. According to the full record, one of the boundaries of Jordain was Lord Baltimore's Manor of Zachia.

Nov. 1699 - Charles Co., Md. Court. Edward Carleton & Co. vs. Richard Lemaster. Trespass on the Case.

Source: Charles Co., Md. Court and Land Records, Liber X, p. 238.

Comment: This record consists of only the case caption. A large blank space is then left in the record book as if the court clerk intended to later fill in the nature of the court proceeding but never did so. Trespass on the case was a cause of action that today might be called breach of an implied contract; it does not concern what we think of as trespassing.

Apr. 1700 - See Sep. 1720 record below.

Sep. 1700 - The Charles Co., Md. Grand Jury issued a presentment against Richard, alleging that in Mar. 1699 at Portobacco, Charles Co., Richard wrongfully rebranded a mare belonging to Philip Lynes over the existing brand of Lynes, without Lynes' consent. The case came on to be heard at the Jan. 1700/01 Court. Richard appeared with an attorney and pleaded "not guilty." The Crown put on its case at which point Benjamin Hall, one of the Justices of the Court that was hearing the case, himself got up and testified that Richard did not brand the mare in question.

As a result, the case was dropped and Richard was acquitted.

Source: Charles Co., Md. Court and Land Records, Liber Y, p. 127.

Comment: Richard's occupation is stated in the presentment, but is illegible. It looks to me as if someone first started to write "planter" and then struck over it with an abbreviation for "carpenter."

June 1701 - Charles Co., Md. Court. John Sheffield, of Charles Co., merchant vs. Richard Lemastre of Charles Co., planter. Sheffield's attorney was William Stone; Richard appeared pro se (i.e., he represented himself). Sheffield alleged that in May 1700 at Portobacco Richard signed a note to Sheffield (note produced in court) for 1805 pounds of tobacco, to be repaid "convenient at the plantation of the said Richard" in Oct. 1700, which note Richard had not paid although requested by Sheffield to do so. Samuel Lockett came into court and undertook to pay any judgment rendered against Richard if Richard did not do so. Richard appeared and admitted that he owed the debt to Sheffield. The Court gave Sheffield judgment for the 1805 pounds of tobacco plus 373 pounds of tobacco for his costs and charges "deducting what shall be made appear to be paid with a stay of execution till the 10th day of October next."

Source: Charles Co., Md. Court and Land Records, Liber Y, pp. 256-57.

Comment: I interpret the last phrase as meaning that the Sheriff would not immediately attach Richard's property to satisfy the judgment, but that Richard had until Oct. to come up with so much of the money as he could before his property (or Lockett's) would be attached to satisfy the remaining balance, if any, on the judgment.

Aug. 1701 - The Charles Co., Md. grand jury issued a presentment against Richard Lemaster, alleging that in Apr. 1701 at Portobacco, Charles Co., Richard misappropriated two "wild"? cows and one calf worth 1600 pounds of tobacco, which cows and calf belonged to Samuel Lockett. "Samuel Lockett undertakes that Richard Lemaistre shall appear the next court to answer to his presentment. Therefore it is ordered that no _____ issue out against the said Richard Lemaistre."

The case came on to be heard at the Sep. 1701 Court, and Richard was acquitted "it appearing to the Court here by the testimony of several credible persons that the cattle mentioned in the presentment were the proper cattle belonging to the estate of Mr. Samuel Lockett and were marked by the said Richard Lemaistre by the said Mr. Samuel Lockett's order, the said Mr. Samuel Lockett in his proper person in open court affirming the same."

Source: Charles Co., Md. Court and Land Records, Liber

Y, pp. 264, 268 and 294-95.

Sep. 1701 - Charles Co., Md. Court. Jacob Moreland & Co., merchants vs. Richard Lemaistre, of Charles Co., planter. Jacob Moreland & Co. alleged that on Feb. 16, 1699 at Portobacco Richard Lemaistre signed a note to them for 1400 pounds of toabacco which was to be paid "convenient in Patuxent River" on Oct. 10, 1699. Richard did not make payment and this suit was brought. Richard appeared and admitted that he owed the obligation. The Court found in favor of Jacob Moreland & Co. for 1400 pounds of tobacco, plus 241 pounds of tobacco as damages for Richard's nonpayment. William Stone was the attorney for plaintiff; Richard represented himself.

Source: Charles Co., Md. Court and Land Records, Liber Y, pp. 303-04.

Dec. 1701 and May 1703 - Richard receives a special warrant for "Langley" (Dec. 1701), and has "Langley" surveyed (May 1703). See Mar. 1724 record below.

Nov. 1702 - Charles Co., Md. Court. Thomas Perry and Mary his wife vs. Richard Lemaistre. "Trespass on the Case. An Attachment granted not _____ [entered?] William Stone, ye plaintiffs' attorney having filed no declaration." [annotated case caption only]

Source: Charles Co., Md. Court and Land Records, Liber A No. 2, p. 157.

Mar. 1705/06 - Charles Co., Md. Court. Richard is appointed overseer for Zachiah Bridges in the rooms of Mr. Jameson, and to have 18 men. Michael Marten is to divide the way.

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 197.

Comment: Michael Martin owned land called "Zachia's Old Bridge."

Mar. 1705/06 - Charles Co., Md. Court. The Charles Co. grand jury presents Richard Lemaster, of Charles Co., planter, for horse stealing, alleging that in May 1705 at Newport Hundred, Richard did steal one bay horse branded on the near buttock with ____ [brand mark], said horse belonging to John Crane and valued at 900 pounds of tobacco. The case was heard at the June 1706 Court. Richard appeared with an attorney and pleaded not guilty. A 12 man jury was empaneled to hear the case. The jury found Richard not guilty and he was acquitted.

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, pp. 195 and 215.

Mar. 1705/06 - Charles Co., Md. Court. "Whereas Richard

Lemaister, of Charles Co., planter, was attached to answer unto Thomas Orrell of a plea of trespass upon the case etc., the said action was by the said Thomas Orrell in his proper person here in Court acknowledged to be Agreed."

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 208.

1706 - The 1658-1722 Index to Charles Co., Md. Court and Land Records states that in Liber B No. 2, p. 240, there is a record for Richard Lemastre concerning a boundary certificate. There is no such record; the indexing error was confirmed by a perusal of p. 240 and surrounding pages, and by the separate index at the front of Liber B No. 2.

July 1706 - See the Charles Co., Md. lawsuit of this date by John Coode, the Sheriff of St. Mary's Co., against Abraham Lemaster [1.] In the Sheriff's statement of Abraham's account, it shows that Abraham was given credit for 71 pounds of tobacco paid by Richard Lemaster.

Aug. 1706 - See record under Abraham Lemaster [1.]

Sep. 1706 - Charles Co., Md. Court. "Whereas Richard Lamaister of Charles Co., planter, was attached to answer unto William Boreman, Sr., of a plea of trespass upon the case etc., the said case after two imparlances was by Cornelius White, the plaintiff's attorney, here in court acknowledged to be agreed."

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 259.

Nov. 1706 - Administration Account of the estate of Thomas Smoot, deceased, of Charles Co., Md. The Account includes a list of debts owed to Smoot's estate, and Richard Lemastre is on the list.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1699-1708," p. 35.

Dec. 1706 - In Jan. 1699, a 235 acre patent to "Strife" (beginning at a bound locust) was granted to Benjamin Hall. In Dec. 1706, Benjamin Hall of Charles Co., Md. sold 135 acres of Strife, "beginning at a bounded locust, the first bound tree of Strife" to Samuel Smallwood, of St. Mary's Co., Md., carpenter, for 7000 pounds of tobacco. The part of Strife conveyed to Smallwood was bounded by "Calvert's Hope." Immediately following the deed is a brief memorandum stating that possession of the 135 acres was given by Hall to Smallwood on the same day in Dec. 1706 that the deed was signed. That memorandum was signed by Richard Lemaster and two of the witnesses to the deed. Richard did not

witness the deed itself. Following the memorandum is a Mar. 1709 acknowledgement of the deed by Benjamin Hall, and Mary his wife. The deed was recorded in Apr. 1710.

Sources: (1) Charles Co., Md. Court and Land Records, Liber C No. 2, pp. 177-78, and (2) Maryland Rent Rolls, No. 8, Charles Co. 1642-1775, pp. 362 and 367.

Comment: Also in Dec. 1706, Hall sold the other 100 acres of Strife to Richard Lemaster. That deed does not survive but is referred to in Mar. 1709 (see below) when Richard sells it. The Rent Roll pages cited above state that "Strife" was in Newport Hundred of Charles Co., and gives the subsequent history of Strife.

1706-07 - In Sep. 1706 Abraham Lemaster [1.] received a Maryland warrant for 50 acres of land. He assigned it to Richard who reassigned it to John Noe. Noe used the warrant in conjunction with another warrant for 46 acres to have surveyed, in Apr. 1707, a 96 acre tract of land in Charles Co. called "Noe's Desart." See Aug. 1713 and Mar. 1724 records below for more on the strange history of this land.

Mar. 1706/07 - Charles Co., Md. Court. "Whereas Richard Lemaster, of Charles Co., planter, was attached to answer unto John Mansfield of a plea of trespass on the case, the said action after one imparlance was by William Stone, the plaintiff's attorney, here in court acknowledged to be agreed."

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 313.

Comment: On the same page, there are identically worded paragraphs immediately next to Richard's, where Mansfield by Stone also settles his cases against John Noe and Job Staples.

Feb. 1709 - Mary Contee, of Charles Co., Md., widow, leases to Daniel Steward, of Charles Co., Md. for eleven years "all that tract or parcel of land containing one hundred acres lately in ye possession of Richard Lemaister contiguous to Zachiah Swamp on ye east side of said Swamp, adjacent to ye Brigges [sic; Bridges?] formerly ye plantation whereon Wm. Moody lived" The consideration for the lease was various rents and services Steward was to perform, and Mary agreed to "build or cause to be built one house fifteen foot square for a dwelling for ye said Daniel Steward during the term aforesaid...."

Source: Charles Co., Md. Court and Land Records, Liber C No. 2, pp. 168-69.

Comment: No date of recording is set forth; the following deed in these records was recorded Apr. 10, 1710, and this was probably also the approximate date the Contee-Steward lease was recorded. See the next record

below where Mary Contee is deeded 2 one hundred-acre tracts by Richard Lemaster, recorded Apr. 1710. One of those tracts ("George's Rest" or "Strife") may be the property leased to Steward. What is the William Moody connection?

Mar. 1709 - Richard Lemaster, of Charles Co., Md., deeds to Mary Contee, widow, of Charles Co., Md., for the sum of 30 pounds sterling and 6000 pounds of tobacco, the following two tracts of land in Charles Co., Md.

(1) "George's Rest," lying on the west side of a branch of Zachiah Swamp, formerly in St. Mary's Co., but since ye last division, in Charles Co., beginning at a bounded white oak in the said Swamp, running thence south eighty perches to a bounded gum, the bound tree of ye land of Dennis Husculaw being part of ye said tract, thence east south east southerly binding upon Dennis Husculaw 204 perches to a bounded oak east twenty-five perches to a bounded poplar, thence north eighty perches to a bound Spanish oak, then west twenty-five perches to a bounded Spanish oak, thence till it cometh to ye first bound tree, which tract of land was formerly conveyed in 1671 by William Boarman, Gentleman, of St. Mary's Co., to Abraham Lemaster, ye father of Richard, and from ye said Abraham Lemaster to William Taylard, Gentleman, of Anne Arundel Co., Md., and from ye said Taylard to Richard Lemaster, containing 100 acres, more or less, and

(2) Part of a tract of land called "Strife," lying in Charles Co., which tract of land was conveyed to the said Richard Lemaster by Benjamin Hall, Gentleman, of Charles Co., by a deed dated Dec. 21, 1706, bounded as follows-- Beginning at a bounded hickory standing in ye north line of ye land called Strife being a bound tree of that part of ye land called Strife which ye said Benjamin Hall hath sold to Samuel Smallwood of St. Mary's Co., running thence north 58 perches to a bounded Spanish [oak?] being the second bound tree of that part of ye said Strife, then north east 60 perches to a bounded red oak of Maj. William Boarman, then east 20 degrees northerly 56 perches, then east 6 degrees northerly 36 perches to a bounded black oak, then south east and by south 40? perches to a bounded red oak, then south and by east 80 perches to a bounded Spanish oak of Abraham Lemaster's land called Betty's Delight, then south 12 perches to a bounded Spanish oak of the said Samuel Smallwood's land, then with ye tract of land by a straight line to ye first bound tree, containing 100 acres more or less.

Richard signed the deed (does not make mark.) On the same day two of the Justices of the Peace for Charles Co. examined Richard's wife Martha "secretly and apart" from Richard "as ye law prescribes" to ascertain that she consented to the deed and waived her dower interest therein.

The deed was recorded Apr. 13, 1710.

Source: Charles Co., Md. Court and Land Records, Liber C No. 2, pp. 161-163.

Comment: Regarding "George's Rest," see the June 1713 quitclaim deed from Abraham Lemaster [1.] to Philemon and Mary (Contee) Hemsley, which seems to be in aid of perfecting their title to "George's Rest." Regarding Strife, see the Dec. 1706 record above. The Dec. 1706 deed from Benjamin Hall to Richard was never recorded. Mary Contee's husband John Contee died between 1708 and this Mar. 1709 deed. By 1712, Mary Contee had remarried to Philemon Hemsley. In 1712 Samuel Smallwood sold the other 135 acres of Strife to Philemon and Mary Hemsley. Thus Hall's original Strife was reunited. But not for long. Later in 1712 Philemon and Mary Hemsley sold the 135 acre portion of Strife to John Tennison [2.]

June 1709 - Charles Co., Md. Court. John Gregory late servant to Ralph Lomax being runaway comes into Court and being assigned by the said Ralph Lomax to Richard Lemaster acknowledgeth that he is willing to serve the said Richard Lemaster two whole years to commence from May 24th just past.

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 577.

Aug. 1709 - Charles Co., Md. Court. Richard Lamaister petitions the Court that he may be licensed to keep an ordinary at his dwelling house contiguous to Zakiah Briggs [sic]. The said petition is granted, he qualifying himself according to law. The Clerk is ordered to take such security of Richard Lamaister as ye law directs and to grant him license.

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 613.

Comment: the reference to Zachiah "Briggs," I think means "Bridges".

Aug. 1709 - Charles Co., Md. Court. Alexander Deniolia and Salome, his wife, vs. Richard Lemaister, of Charles Co., planter. William Stone, attorney for the Deniolias; Richard pro se. The plaintiffs alleged that on May 8, 1708, at Portobacco, Richard stood indebted to them in the sum of 1 pound, 13 shillings sterling by means of a note in that amount signed by Richard and made payable to Salome. The plaintiffs further alleged that Richard did not pay the sum due at such time and place, nor has he since paid it although plaintiffs often requested that he do so. Richard appeared at court, and admitted that the money was owed by him and had not been paid. The Court therefore ordered that Alexander and Salome Deniolia recover the 1/13/0

they had sued for, plus 277 pounds of tobacco for their costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, pp. 621-22.

Comment: Later proceedings in this case may be found at the Mar. 1710/11 and June 1711 Charles Co. Courts. The Deniolias attempted to execute on their judgment of 1/13/0 and 277 pounds of tobacco, but the case captions at these later courts are marked "Nulla Bona." "Nulla Bona" is the notation made on a writ of execution when the sheriff has found no leviable goods. At the June 1711 Court the judgment on which execution was sought is shown as including an additional 800 pounds of tobacco in costs. [annotated case captions only] Source: Charles Co., Md. Court and Land Records, Liber D No. 2, pp. 121 and 177.

Nov. 1709 - Charles Co., Md. Court. John Nalley is appointed Overseer of ye Highways for ye South Side Zachiah Swamp in ye Room of Richard Laimaster.

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 661.

Comment: From the way this is set forth in the list of road overseers, it appears to be in Newport Hundred.

Nov. 1709 - Charles Co., Md. Court. Thomas Orrell vs. Richard Lemaster, of Charles Co., planter. Cornelius White, attorney for Orrell; William Stone, attorney for Richard. Orrell alleged that Richard had borrowed 10 pounds sterling from him at Portobacco, and had not repaid it although often requested to do so. Richard admitted that the debt was due and owing. The Court found for Orrell in the sum of 40 pounds sterling, plus 288 pounds of tobacco for his costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 703.

Mar. 1709/10 - Charles Co., Md. Court. Wornell Hunt vs. Richard Lemaster. "Richard Lemaster, of Charles County, planter, was attached to answer unto Wornell Hunt of a plea of trespass upon ye case. And the said action was here in Court acknowledged to be agreed."

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 716.

Mar. 1709/10 - Charles Co., Md. Court. Ebsworth Bayne vs. Richard Lemaster. Trespass on the Case. Agreed. [annotated case caption only]

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 732.

Mar. 1709/10 - Charles Co., Md. Court. "Whereas Richard

Lemaster of Charles County, planter, was attached to answer unto Joseph Edwards of a plea of trespass upon ye case etc., the said action was here in court acknowledged to be agreed."

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 738.

Mar. 1709/10 - Charles Co., Md. Court. Alexander Willson vs. Richard Lemaster. Trespass on the Case. Agreed. [annotated case caption only]

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 739.

Mar. 1710 - Charles Co., Md. Court. Richard Lemaster vs. Thomas Lyndsey. There is only a brief notation beside the case caption, which I interpret as saying that the case had been settled since the last court, and that a document reflecting the settlement had been filed.

Source: Charles Co., Md. Court and Land Records, Liber D No. 2, p. 100.

June 1710 - Charles Co., Md. Court. Jacob Miller vs. Richard Lemaster. Trespass on the Case. Duces Tecum. Countermanded per plaintiff. [annotated case caption only]

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 778.

Comment: I interpret the notation as meaning that Miller withdrew his case after a subpoena duces tecum had issued.

June 1710 - Charles Co., Md. Court. Joseph Dowell vs. Richard Lemastre. Debt. 600 pounds clean tobacco. Duces Tecum. Agreed. [annotated case caption only]

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 778.

Nov. 1710 - Charles Co., Md. Court

William Taylord vs. Richard Lemaster

Ralph Lomax vs. Richard Lemaster

Jacob Miller vs. Richard Lemaster

Thomas Emmes vs. Richard Lemaster

These four different cases alleged debts owed by Richard Lemaster, planter, of Charles Co., and all the cases were called at the same Court. Taylord was suing for five pounds sterling, Lomax was suing for thirty pounds sterling, and Emmes was suing for 5390 lbs. of tobacco. The amount of Richard's alleged debt to Miller is not stated. The Sheriff reported to the Court that Richard "is fugitt" and "that the said Richard hath _____ed himself out of said Court's jurisdiction." As a result, the Court ordered attachments of Richard's property in these cases.

Source: Charles Co., Md. Court and Land Records, Liber D No. 2, pp. 44-46.

Comment: What is happening here? Had Richard resettled outside Charles Co.? Had Richard fled the jurisdiction to avoid these lawsuits? Other court records below indicate that Richard was indeed absent from Charles Co., perhaps for a considerable period. Did he take his family with him? Richard's difficulties seem to have begun in late 1709 after he had sold "George's Rest" and "Strife," and became an innkeeper. Notice the barage of lawsuits against him even in the year or so before these 4 cases were brought. His financial affairs must have been in a shambles during this period and for some time to come.

In the Taylord, Lomax, and Miller cases, it was alleged that "several persons of this County hath in their hands several of the goods, chattels or credits of the said Richard." The attachments granted by the Court meant that the plaintiffs could have the Sheriff seize Richard's property to secure any judgments they might later get in their lawsuits against him. Thus, even if Richard had intentionally left Charles Co. to escape his creditors, it would be ineffective, at least to the extent he still had property (or property owed to him) in Charles Co. In the Emmes case, which was the last of the four called by the Court, there is no specific notation that an attachment was granted due to Richard's disappearance as there was in the three other cases, but I assume it was treated similarly.

See records below for further proceedings in some of these cases.

Mar. 1710/11 - Charles Co., Md. Court.

--Ralph Lomax vs. Richard Lemaster. Attachment 30 pounds sterling. Nulla Bona.

--Idem vs. Eiusdem? Attachment 5000 lbs. tobacco. Nulla bona.

--Idem vs. Eiusdem? Attachment 5000 lbs. tobacco. Nulla bona.

Source: Charles Co., Md. Court and Land Records, Liber D No. 2, p. 109.

Comment: These three case captions appear one after the other on p. 109. They seem to be all cases of Lomax vs. Richard as they are indexed in that way, and "idem" means same or something previously mentioned. The first case (30 pounds sterling) is a continuation of Lomax' Nov. 1710 lawsuit above. Do the second and third cases, where attachment in tobacco is sought, concern a different lawsuit (possibly arising from the June 1709 event above) or are they just other attempts to recover on the 30 pounds sterling judgment (and/or perhaps the court costs awarded there) by attaching tobacco rather than money? Nulla bona means the sheriff found no leviable property of Richard's when he sought to enforce the writ(s) of attachment.

Interestingly, shortly before these 3 case captions, and on the same page, the Justices of the Charles Co. Court "Ordered that the Sheriff of Charles Co. use all diligence to apprehend Ralph Lomax (in _____ to bring him to justice) either by posse comitatus or in such other manner as to him shall seem most expedient on pain of being punished by this Court in ye most severe manner in their power and a representation of his negligence to the government." I have never seen another situation where the Court directed the Sheriff to act with anything like this degree of forcefulness.

Mar. 1710/11 - Charles Co., Md. Court. William Taylard vs. Richard Lemaster. Attachment. 5 pounds sterling and 600 pounds of tobacco. "Laid in the hands of Michael Martin and quashed he showing? he had nor has not any ye effects of the said Lemaster at the time or since ye _____ of the writ original in this case."

Source: Charles Co., Md. Court and Land Records, Liber D No. 2, p. 112.

June 1711 - Charles Co., Md. Court. Thomas Hunt vs. Richard Lemaster, of Charles Co., planter. Hunt, by his attorney Cornelius White, alleged that Richard signed a note to him in the amount of 3700 pounds of tobacco in Nov. 1709 at Portobacco which sum was to be repaid at Richard's then dwelling plantation in Charles Co. (the note was produced in court), but which Richard had not paid although requested to do so. Richard failed to appear at Court and the Sheriff

reported that Richard was not found but that he had left a copy of the summons and complaint at Richard's house. The Court ordered that Hunt have an attachment against Richard in the sum of 3700 pounds of tobacco plus an unspecified amount for his costs.

At the Aug. 1711 Court, the case of Thomas Hunt vs. Richard Lemaster notes that Hunt received an attachment against Richard in the amount of 3700 pounds of tobacco plus 700 pounds of tobacco in costs, and then says "Nulla bona agreed Test. Cornelius White" which seems to mean that, although the writ was returned with no leviable goods found, the case was nevertheless settled by the parties.

Source: Charles Co., Md. Court and Land Records, Liber D No. 2, pp. 175 and 230.

June 1711 - Charles Co., Md. Court. Cornelius White vs. Richard Lemaster, of Charles Co., planter, in an action of trespass upon the case. "The said Richard cometh not and the Sheriff now returneth that the said Richard is not found." Whereupon the Court granted White an attachment against Richard for _____ [amount left blank in court record] pounds of tobacco and costs.

Source: Charles Co., Md. Court and Land Records, Liber D No. 2, p. 176.

Sep. 1711 - Administration Account of the estate of Maj. William Boarman, deceased, in Charles Co. The account shows that a payment had been made to Boarman's estate by Richard Lemaster.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1708-1711," p. 88.

Nov. 1711 - Charles Co., Md. Court. Mary Contee, executrix of the last will and testament of John Contee, Esq., deceased vs. Richard Lemaster. Trespass on the case. Abated by the marriage of the plaintiff. [annotated case caption only]

Source: Charles Co., Md. Court and Land Records, Liber E No. 2, p. 35.

Mar. 1711/12 - Charles Co., Md. Court. Richard Lemaster vs. Thomas Hunt. Trover and Conversion for writings. Agreed. [annotated case caption only]

Source: Charles Co., Md. Court and Land Records, Liber E No. 2, p. 88.

Comment: See also June 1713 record below.

Mar. 1711/12 - Charles Co., Md. Court. William Taylard vs. Thomas Hunt, Garnishee of Richard Lemaster. Attachment for 5 pounds sterling and 750 pounds of tobacco as costs. Abated by death of the plaintiff. [annotated case caption only]

Source: Charles Co., Md. Court and Land Records, Liber
E No. 2, p. 88.

June 1713 - Charles Co., Md. Court. Richard Lemastre vs. Thomas Hunt, of Charles Co., tailor. Daniel Dullany, atty. for Richard; Cornelius White, atty. for Hunt. In 1711 Richard sued Hunt, claiming that in Feb. 1710/11, Richard had delivered six bills and writings to Hunt which Hunt had agreed to return to Richard when Richard requested them, but that Hunt had failed to redeliver them although Richard had asked for them back. There were 6 such items, as follows
--a bill or writing executed by William Read/Roach? of St. Mary's Co., planter to Richard for 2000 pounds of tobacco;
--a bill or writing executed by John White to Richard for 1800 pounds of tobacco;
--2 bills or writings executed by Samuel Smallwood to Richard for 400 pounds of tobacco each;
--an account due from John Coles? to Richard for 400 pounds of tobacco;
--an account due from Richard Shepherd to Richard for 800 pounds of tobacco;
--an account due from John Allen? to Richard for 300 pounds of tobacco.

The case was continued from court to court until Mar. 1712/13 when Hunt appeared and stated that he did not detain the writings that belonged to Richard. The case came on for trial at the June 1713 court at which time Richard "though being solemnly called came not, and made default." The court then dismissed Richard's case but awarded Hunt 626 pounds of tobacco for his costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber
E No. 2, pp. 263-4.

June 1713 - Charles Co., Md. Court. John Blee vs. Richard Lemaster, of Charles Co., planter. Richard Llewellyn, atty. for Blee. Blee sued Ricard for 3929 pounds of tobacco. The Sheriff was directed to serve Richard and to secure his attendance at court to answer the complaint. But, at the June 1713 Court, the Sheriff reported that "the said Richard Lemaster is not found in his bailywick." As a result, the Court ordered that Ricard's property be attached to the amount of 3929 pounds of tobacco plus costs accrued. At the Mar. 1713/4 Court, it was reported that in this case 1050 pounds of tobacco "laid in ye hands of Thomas Garrett" had been attached and was condemned [for Blee]. Michael Marten? was security for the condemnation.

Source: Charles Co., Md. Court and Land Records, Liber
E No. 2, pp. 293 and 374.

Comment: See Aug. 1717 record below.

Aug. 1713 - Richard Lemaister, of Charles Co., Md., planter,

and Martha, his wife, deed to Thomas Hays, of Charles Co., Md., planter, for the sum of 2000 pounds of tobacco "all that tract or parcel of land lying in Charles County called "Noe's Desart," beginning at a bounded Spanish oak [metes and bounds description same as in patent of Mar. 1724.] Signed Richard Lemaister; Martha makes her mark. Witnesses: Wm. Harbert and E. Howard. Martha was separately examined as the law provided. Deed recorded Mar. 1714.

Source: Charles Co., Md. Court and Land Records, Liber F No. 2, pp. 5-6.

Comment: This is what is termed a "wild" deed, that is, there is no recorded chain of title prior to Aug. 1713 establishing Richard's ownership of Noe's Desart. See Mar. 1724 record below for more information. Thomas Hays is believed to be Richard's son-in-law, having married Richard's daughter Mary.

June 1714 - Charles Co., Md. Court. Jacob Miller vs. Richard Lemaistre of Charles Co., planter. Trespass upon the case. Daniel Dullany, atty. for Miller. The Sheriff was directed to have Richard at the June 1714 Court to answer Miller's complaint. But Richard did not appear at that court and the Sheriff reported that the said Richard is not found in his bailywick. The Court therefore granted Miller an attachment against Richard's goods and chattels, but the amount of the attachment is left blank in the court record.

Source: Charles Co., Md. Court and Land Records, Liber E No. 2, p. 430.

Comment: The amount Miller sued for is not stated. Does this relate back to the Nov. 1710 proceeding or is this a new lawsuit?

June 1716 - Richard is fined by the Charles Co. Court for drunkenness and swearing.

Source: Charles Co., Md. Court and Land Records, Liber G No. 2, p. 101. No further particulars are available because Liber G No. 2 has been lost. This brief record of the event comes from the Charles Co., Md. Index to Court and Land Records 1658-1722.

June 1716 - Charles Co., Md. Court. "Philemon Hemsley order per capias to issue per him vs. Richard Lemastre."

Source: Charles Co., Md. Court and Land Records, Liber G. No. 2, p. 101.

Comment: Index item; Liber G No. 2 has been lost. The Index items itself is hard to read.

June 1716 - Charles Co., Md. Court. William Maconchee vs. Richard Lemastre.

Source: Charles Co., Md. Court and Land Records, Liber G No. 2, p. 101. From Index; Liber G No. 2 has been lost.

~~June 1716 and June 1717 - Charles Co., Md. Court. June 1716~~
- Thomas Orrell order per capias to issue per him vs. Richard Lemastre. June 1717 - Thomas Orrell vs. Richard Lemastre. Trespass on the Case. Agreed.

Source: Charles Co., Md. Court and Land Records, Liber G No. 2, pp. 101 and 224. From Index; Liber G No. 2 has been lost.

June 1716 - Charles Co., Md. Court. Richard Lemaistre, William Boswell, John Lemaistre and John Dreson bound themselves unto Robert Hanson, Sheriff of Charles Co., in the sum of 1687 pounds of tobacco pursuant to ye Act of Assembly directing ye method of stay of execution. On nonpayment thereof by November next, "they yielded and granted ye same should be made and levied of their bodies, goods and chattels, lands or tenements to ye use of ye said Robert Hanson." This bond is set forth in the records of the Aug. 1718 Court.

Source: Charles Co., Md. Court and Land Records, Liber I No. 2, p. 102.

Comment: The Index to these records says "Richard Lemastre his supersedeas....Robert Hanson." It appears that someone had had a judgment rendered against him, but was not able to pay it at the time of judgment or perhaps wished to take an appeal. In order to obtain a stay of execution on the judgment, this supersedeas bond was posted, in which the 4 persons named pledged their assets to insure that the judgment would be paid. This record does not state who the parties were to the underlying case or who the judgment was against. I would guess that the judgment was against Richard as the first named of those posting the bond because one would think that if these 4 parties were posting a bond to secure a judgment against some other person, that person's name would be mentioned even in this brief record. Why does this bond not show up in the Court records until nearly two years after it was posted? When issued, it was a short term bond, made June 13, 1716, due Nov. 10, 1716.

June 1716 - Richard Lemaster, of Charles Co., Md., makes a deed of gift of one bright bay mare, branded with _____ [brand mark] on the near buttock, to George Walls Jr. "for the love and favor I have for my particular friend George Walls Sr.," his father.

Source: Charles Co., Md. Court and Land Records, Liber H No. 2, p. 14.

Oct. 1716 - Administration Account of the estate of Edward Brock, deceased, in Prince Georges Co., Md. The account shows a payment made by Brock's estate to "Richard Lemaster per John Demall."

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1715-1718," p. 31.

Nov. 1716 - Charles Co., Md. Court. Abraham and Richard Lemaistre attach the property of John Bale in the case of Abraham Lemaistre vs. John Bale.

Source: Charles Co., Md. Court and Land Records, Liber G No. 2, pp. 155-56.

Comment: See Mar. 1714-Nov. 1716 record under Abraham Lemaster [1.] for more on this case.

Nov. 1716 - Charles Co., Md. Court. Philemon Hemsley vs. Richard Lemastre. Trespass on the Case.

Source: Charles Co., Md. Court and Land Records, Liber G No. 2, p. 157. No further details are available because Liber G No. 2 has been lost (but see Nov. 1717 record below). This brief record comes from the Index to Charles Co., Md. Court and Land Records 1658-1722.

June 1717 - Charles Co., Md. Court. Jacob Miller vs. Richard Lemastre.

Source: Charles Co., Md. Court and Land Records, Liber G No. 2, p. 224. From Index; Liber G No. 2 has been lost.

Aug. 1717 - Charles Co., Md. Court. John Blee vs. Richard Lemaistre. Blee is suing for 3929 pounds of tobacco. Both parties have attorneys. It appears that the case is settled.

Source: Charles Co., Md. Court and Land Records, Liber I No. 2, p. 9.

Comment: See June 1713 record above which seems to be the same case, perhaps delayed by Richard's absence.

Nov. 1717 - Charles Co., Md. Court. Philemon Hemsley and wife Mary vs. Richard Lemaister of Charles Co., planter. Richard Llewellyn, atty. for the Hemsleys; Daniel Dulany, atty. for Richard. In 1716 the Hemsleys brought suit against Richard alleging that in Sep. 1709 he was indebted to Mary Hemsley (then Contee) in the the sum of 36 pounds, 8 shillings, 5 pence, which sum had not been repaid either to Mary or to her husband Philemon Hemsley after their marriage, although they had requested Richard to do so. The case was continued until the June 1717 court at which time Richard alleged that the accounts between the Hemsleys and himself were at variance and that it required someone knowledgeable in such matters to straighten them out. The court then appointed Robert Hanson and William Wells as special referees to investigate the matter and report back to the court with their findings. At the Nov. 1717 Court the referees reported that the balance due from Richard to the Hemsleys was 18 pounds sterling. The court then gave

judgment to the Hemsleys in that amount, plus 456 pounds of tobacco for their costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber I No. 2, pp. 23-4.

Comment: Next to the caption of the case is written "John Nalley Special Baile." Nalley must have posted security for Richard at some earlier time in this case as he is not mentioned in the Nov. 1717 court proceedings.

Mar. 1717/8 - Charles Co., Md. Court. "Ordered that a capias ad respondendum issue returnable immediately for Thomas Orrell versus Richard Lemaistre, plea of debt upon demand of 1679 pounds of tobacco."

Source: Charles Co., Md. Court and Land Records, Liber I No. 2, p. 42.

Aug. 1718 - Charles Co., Md. Court. Thomas Orrell vs. Richard Lemaister, of Charles Co., planter. Richard Llewellyn, atty. for Orrell; Richard Lemaster is said to have had an atty. but not stated who. Orrell alleged that in Dec. 1716 Richard obligated himself by a written note (which Orrell brings into court) to pay Orrell 1679 pounds of tobacco "convenient in this county" on Nov. 10, 1717, which sum Richard has never paid although requested to do so. At the Aug. 1718 Court, Richard appeared and offered no defense to Orrell's claim. The Court awarded Orrell the 1679 pounds of tobacco he had sued for, plus an additional 291 pounds of tobacco "by occasion of detaining that debt."

Source: Charles Co., Md. Court and Land Records, Liber I No. 2, pp. 117-8.

Mar. 1719/1720 - Charles Co., Md. Court. Levin Covington vs. Richard Lemaistre. Trespass on the Case. Agreed. [annotated case caption only]

Source: Charles Co., Md. Court and Land Records, Liber I No. 2, p. 323.

Sep. 1720 - At a land commission for "Lemaster's Delight," requested by Abraham Lemaster [1.], Richard gives his deposition, as follows:

Richard Lemastre, aged 51 years or thereabouts, deposes that he was at the taking up of Lemastre's Delight and they bounded a forked white oak standing on a level by the road side that goes to Mr. Thomas Jameson's for the first bound tree of the said land, and further this deponent sayeth not.

Source: Charles Co., Md. Court and Land Records, Liber M No. 2, p. 104.

Comment: The "taking up" of Lemaster's Delight was in Apr. 1700. See Sep. 1720 record under Abraham Lemaster [1.] for further details of the land commission.

Sep. 1722 - Richard is not mentioned in the will of his father Abraham Lemaster [1.]

Mar. 1723 - Richard signs the inventory of his father's estate as a creditor. See Abraham [1.]

Aug. 1723 - Richard Lemaistre, of Charles Co., Md., carpenter, and Thomas Hayes, of Charles Co., Md., planter, deed to Edward Davis, Jr., of Charles Co., planter, for 2000 pounds of tobacco, "all that tract or parcel of land lying situate in Charles County on the east side of Zachiah Swamp called 'Noe's Desart,' beginning at a bounded Spanish Oak.... containing 96 acres more or less [metes and bounds description identical to Mar. 1724 patent below.] Signed Richard Lemaster and Thomas Hayes (Hayes makes his mark). Richard, Thomas, and Mary, wife of Thomas Hayes, acknowledge the deed, and Mary is examined separately and declares the same to be her voluntary act, and that she is not compelled by her said husband or any other person. The deed is recorded in Charles Co. Nov. 1723.

Source: Charles Co., Md. Court and Land Records, Liber L No. 2, pp. 106-107.

Comment: There is no mention of Martha or other wife of Richard in the deed or acknowledgement, or in Richard's subsequent deeds of Aug. 1724 and Sep. 1727. I presume Martha is deceased at this time. For the unusual history of this land, see Aug. 1713 record above and Mar. 1724 record below. The Thomas Jameson deposition in the ca. 1732 record below appears to be a reference to Noe's Desart.

Sep. 1723 - Richard is not mentioned in the Administration Account of his father's estate. See Abraham [1.]

Mar. 1724 - Patent of "Noe's Desart." On Sep. 25, 1706, Abraham Lemaster of Charles Co., Md. received a warrant for 50 acres. He assigned it to Richard Lemaster of Charles Co., Md., who reassigned it to John Noe of Charles Co., Md. On Mar. 27, 1706, Luke Gardiner of Prince Georges Co., Md., received a warrant for 2000 acres. He assigned 46 acres of it to John Noe of Charles Co., Md. On Apr. 9, 1707, John Noe of Charles Co., Md. had surveyed and laid out for him a tract or parcel of land called Noe's Desert, lying in Charles Co., and containing 96 acres. On Apr. 17, 1723, John Noe assigned, sold and made over unto Richard Lemaster of Charles Co., Md. all of his right, title and interest in and to Noe's Desert.

Whereupon Lord Baltimore hereby grants unto Richard Lemaster all that tract or parcel of land called Noe's Desert, lying in Charles Co., "Beginning at a bounded Spanish oak, a bound tree of a tract of land called Betty's Delight and a tract of land called Strife, then with Betty's Delight

east 136 perches to a bounded oak of the said land, then ~~west 57 degrees southerly 73 peches~~, then south 80 perches to a tract of land called Calvert's Hope, then with the said land west till it intersects a south line drawn from the first tree, containing and laid out for 96 acres more or less" according to the Certificate of Survey thereof dated Apr. 9, 1707, to be holden of us and our heirs as of our Manor of Chaptico. Yearly rent to Lord Baltimore of 3 shillings and 10 pence. Patent dated Mar. 25, 1724.

Source: Patent Record PL 5, pp. 505-506.

Comment: In the normal case, this land would have been patented to Noe shortly after his 1707 survey for it. Instead, the land lay in legal limbo for 16 years. During the period after the 1707 survey, Richard had been treating the land as already his, and in Aug. 1713 conveyed it to his son-in-law Thomas Hayes. Hayes had apparently been treating the land as his during the period 1713-1723. Evidently, in 1723, Hayes wanted to sell the land to Edward Davis, Jr., and the defect in title to Noe's Desart had to be cleared up. Thus, Richard obtained the Apr. 1723 assignment from Noe and the patent was issued to Richard in Mar. 1724. Although the Aug. 1723 deed from Richard and Hayes to Davis predated the Mar. 1724 patent, the deed to Davis appears to be in order because prior thereto (Apr. 1723), Richard had received the right to Noe's Desart by assignment from John Noe. However, it was necessary for both Richard and Hayes to sign the deed to Davis because of the prior problem in the chain of title.

This patent, in reciting the history of the acreage says John Noe, whereas the Rent Roll says Noe's Desart was surveyed Apr. 9, 1707 for John Noe, Jr. Maryland Rent Rolls, No. 8, Charles Co. 1642-1775, p. 398. The land immediately following Noe's Desart on the Rent Roll is Richard's "Langley."

Calvert's Hope, which adjoined Noe's Desart, was originally an 898 acre patent in 1670 to James Bowling, "on ye East side a main fresh branch of Wiccomico about 3 miles from ye river." Calvert's Hope came into possession of Benjamin Hall whose resurvey of it established a 300 acre surplus and in 1707 the enlarged 1198 acre Calvert's Hope was repatented to Hall. Calvert's Hope was in Newport Hundred.

In June 1752, Edward Davis, Sr., and wife Ann sold Noe's Desert to Basil Wathen.

Mar. 1724 - Patent to "Langley." Whereas Richard Lemaster of Charles Co., Md., has heretofore by his humble petition to our agent for management of our land affairs set forth that there was a piece of vacant land in Charles Co. whereon some improvements were made by Mr. _____ Green who had refused and denied to take up the same, and by means of the said improvements and cultivation [by Green] the petitioner

[Richard] conceived the same could not be taken up by a common warrant, he therefore prayed a special warrant might be granted to him, it being more convenient to him than to any other person, and that upon return of a Certificate of Survey thereof, that he might have our Letters of Patent for the same. Accordingly, a warrant on Dec. 13, 1701 to him for that purpose did issue. Whereof it is certified into our land office that there is the quantity of 75 acres of vacant and cultivated land surveyed and laid out for and in the name of Richard Lemaster unto which the said Richard has made good rights by paying to Nicholas Long Esq. our agent for management of our land affairs ten pounds sterling.

Accordingly, Lord Baltimore hereby grants to Richard Lemaster, "all that tract or parcel of land called Langley lying and being in Charles Co. aforesaid, and beginning at a bounded red oak sapling standing at the edge of the said Green's Clear Ground, a bounded tree of a parcel of land called Strife, then with the said land north east 60 perches to a bounded red oak of Maj. William Boarman, then north 8 degrees westerly 75 perches to a white oak of Betty's Delight, then west 10 degrees southerly 32 perches, then west $3\frac{1}{2}$ degrees southerly 84 perches to a bounded red oak, then south 42 degrees westerly 51 perches to a bounded hickory, then south 14 degrees and a half westerly 26 perches to a bounded white oak, then east 8 degrees southerly 120 perches, then with a straight line to the first tree, containing and laid out for 75 acres of land more or less according to the Certificate of Survey thereof taken and returned into our land office bearing date May 23, 1703 ...to be holden of us and our heirs as of our Manor of Zachiah ...paying therefore yearly unto us and our heirs...the rent of 3 shillings in silver or gold...." Dated Mar. 25, 1724.

Source: Patent Record PL 5, pp. 506-07. See also Maryland Rent Rolls, No. 8, Charles Co. 1642-1775, p. 399.

Comment: In the Rent Roll, "Langley" immediately follows "Noe's Desart," which doubtless reflects the fact that in the Patent Record Books (cited above), Langley also immediately follows Noe's Desart. Also, the language in the patent that Langley was "more convenient to him [Richard] than to any other person," implies that Richard owned adjoining land.

June 1724 - Charles Co., Md. Court. Samuel Hall vs. Richard Lemaster, of Charles Co., carpener. Hall's attorney was Alexander Contee; Richard's was Philip Key. Hall alleged that in Nov. 1722 in Charles Co. the parties signed an agreement wherein Hall discharged Richard of a certain tract of land and cancelled Richard's bond of 50 pounds, and Richard agreed that Hall was to receive 1800 pounds of tobacco in a certain 30 foot tobacco house of a new design that was near the plantation Richard lived on. Hall then alleged

that Richard took the said tobacco and converted it to his own use. ~~Dennis Nalley and Thomas Hungerford, of Charles Co.,~~ planters, were securities for Richard's obligations in the lawsuit.

At the Mar. 1723/4 Court Richard was committed into the custody of the Sheriff for the default of Nalley and Hungerford as securties. Then came John Higdon and Dennis Nalley, of Charles Co., planters, and became new securities for Richard [and presumably Richard was then released from the sheriff's custody.]

The case came on to be tried at the June 1724 Court at which time Philip Key (Richard's attorney) advised the Court that he [Key] was not informed by his client of any answer that is to be made to Hall's charges, and nothing other does he [Ricard] say. The Court therefore gave judgment to Hall in the amount of 1800 pounds of tobacco, and also 254 pounds of tobacco for Hall's costs and charges in the suit.

Source: Charles Co., Md. Court and Land Records, Liber N No. 2, pp. 301-304.

Aug. 1724 - Richard Lemaster, of Charles Co., Md., carpenter, deeds to John Nalley, of Charles Co., Md., planter, for the sum of 8000 pounds of tobacco, "all that tract or parcel of land called 'Langley,' lying in Charles Co., beginning at a bounded red oak sapling . . . containing 75 acres more or less." [metes and bounds description same as Mar. 1724 patent.] Signed Richard Lemaster. Witnesses: Walter Story and John Briscoe. Recorded Aug. 1724.

Source: Charles Co., Md. Court and Land Records, Liber L No. 2, pp. 157-159.

Comment: No mention of Martha or any wife on this deed. In Oct. 1748 John Nalley and wife Mary deeded "Langley" (same land description) to Charles Smoot. The 1753 and later Charles Co., Md. Debt Books show Langley still being taxed to Charles Smoot.

Nov. 1724 - Charles Co., Md. Court. Charles Lord Baltimore vs. Richard Lemastre, of Charles Co., planter. At some time in early 1724 the Charles Co. Court issued a writ of capias ad respondendum against Richard. The reason for the writ being issued is not explained, but pursuant to the writ, in June 1724, the Sheriff arrested Richard and caused him to post a written bond for that pending action against him. The bond was in the amount of 8000 pounds of tobacco, made out to the Sheriff, and was to secure Richard's appearance at the Aug. 1724 Court on the claim pending against him. John Lemaster [7.] and John Nalley, Sr. also signed the June 1724 bond to guarantee Richard's appearance. Richard failed to appear at the Aug. 1724 Court. The Sheriff then assigned his bond forfeiture right against Richard to Lord Baltimore, and in Sep. 1724 Lord Baltimore brought this case to recover on Richard's bond. Richard appeared at the Nov. 1724 Court, and offered no defense. Accordingly, the Court ordered that Lord Baltimore recover 8000 pounds of tobacco from Richard, together with damages of 365 pounds of tobacco.

Source: Charles Co., Md. Court and Land Records, Liber N No. 2, pp. 422-24.

Comment: At the same Nov. 1724 Court (pp. 424-28) Lord Baltimore brought identical actions against John Lemaster and John Nalley Sr. for 8000 pounds of tobacco since they had also given written bond in June 1724 to secure Richard's appearance. They offered no defense either and Lord Baltimore also received judgments for 8000 pounds of tobacco against them. Note the Aug. 1724 record above where Richard deeds Langley to John Nalley for 8000 pounds of tobacco. One wonders whether this was how Richard raised the funds to pay Lord Baltimore's judgment against him.

Mar. 1724/5 - Charles Co., Md. Court. "In the action Hall vs. Lemastre, referred to Samuel Hanson, ruled by consent of their attorneys that judgment be entered on return of ye referee aforesaid as of last Court."

Source: Charles Co., Md. Court and Land Records, Liber N No. 2, p. 442.

Comment: The meaning of this brief language in the court record is somewhat unclear. See the June 1724 case above. I believe that Samuel Hanson was a court official.

Sep. 1725 - Administration Account of the estate of Thomas Hungerford, deceased, in Charles Co., Md. The account shows a payment of 500 pounds of tobacco made to Hungerford's estate by Richard Lemaster.

Sources: (1) Charles Co., Md. Administration Accounts 1708-1738, p. 285, and (2) Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland 1724-1731," p. 36.

1725 - Betty's Delight and Lemaster's Delight are claimed to have been resurveyed in 1725 and renamed Lemaster's Hope.

Source: Charles Co., Md. Court and Land Records, Liber R No. 2, pp. 27 and 156-7.

Comment: This matter resurfaces in connection with the Sep. 1727, Aug. 1728 and Apr. 1732 records below. The resurvey itself has not been found. One would think the 1725 resurvey was made by John Lemaster [7.] as the owner of Betty's Delight and Lemaster's Delight in 1725, but the name Lemaster's Hope suggests it was being done at Richard's behest.

ca. 1726 - In a Jan. 1744/5 Charles Co., Md. deposition, Isaac Lemaster [5.] said that about 18 or 19 years ago [so ca. 1726] he was riding on the main road near the place where he now stands, in company with Richard Lamaster, now deceased, who asked him [Isaac] if he knew the bounds of any lands about this place which Isaac said he did not, whereupon the said Richard Lamaster carried Isaac to a standing dead tree on or near the place where Isaac now stands, the said tree now being down, and told him it was a bound tree of a tract of land belonging to Thomas Barron or Dogwood Spring.

Source: Charles Co., Md. Court and Land Records, Liber Y No. 2, p. 344.

Comment: This record establishes that Richard was deceased by Jan. 1744/5. For more information concerning the events surrounding this deposition, see Jan. 1744/5 record under Isaac [5.]

Sep. 1727 - John Lemaster [7.] deeds to Richard Lemaster, of Charles Co., Md., carpenter, for 5000 pounds of tobacco "Betty's Delight" (200 acres) and "Lemaster's Delight" (also 200 acres), both in Charles Co., Md. Deed recorded Nov. 1727.

Source: Charles Co., Md. Court and Land Records, Liber L No. 2, pp. 393-396.

Comment: See Sep. 1727 record under John [7.] for complete details. John's deed recites the history of "Betty's Delight" and "Lemaster's Delight," and states that he inherited them from his father Abraham Lemaster [1.] The metes and bounds description of "Betty's Delight" and "Lemaster's Delight" in John's deed are the same as in the original patents to those tracts, and the deed does not mention "Lemaster's Hope." John's deed also states that Abraham Lemaster [1.] was Richard's father.

Sep. 1727 - Richard Lemaster, of Charles Co., Md., carpenter, deeds to Daniel Jenifer, of Charles Co., Md., chyrurgeon [surgeon], for 8000 pounds of tobacco, "all that part or parcel of land called "Lemaster's Hope," situate lying and being in Charles County on the east side of Zachiah Swamp,

beginning at a bounded white oak standing by a roadside that leads to a plantation where Mr. Thomas Mudd formerly dwelt whereon Mr. Thomas Jameson now dwells, running thence south 33 degrees west 126 perches, then south west 80 perches, thence south east 68 perches, then south and by east 168 perches, then north 86 degrees east 204 perches, then north 13 degrees east 220 perches, then south 82 degrees west 106 perches, then to the beginning tree, containing and laid out for 491 acres, more or less...." Signed Richard Lemaster. Witnesses: Robert Hanson and William Morphy. Deed recorded Nov. 1727.

Source: Charles Co., Md. Court and Land Records, Liber L No. 2, pp. 396-398.

Comment: There is no mention of Martha or any other wife of Richard in this deed. Re the name "Lemaster's Hope," see the 1725 record above. The metes and bounds description of "Lemaster's Hope" in Richard's deed is presumably the same description established for "Lemaster's Hope" in its 1725 survey. This deed is made on the same day and before the same witnesses as the preceding deed of "Betty's Delight" and "Lemaster's Delight" by John Lemaster [7.] to Richard. It was recorded two days after the preceding deed, and immediately follows it in the Deed Book. "The land whereon Mr. Thomas Jameson now dwells" looks as if it is Hall's Lott.

The actual resurvey of "Lemaster's Hope" has never been found to verify its contents. The Maryland State Archives advised me that no patent was ever issued for land called "Lemaster's Hope. After the Apr. 1732 record below, the name "Lemaster's Hope" fades from view and is never heard of again, yet the properties "Betty's Delight" and Lemaster's Delight" continue in the Charles Co. records under those names for decades.

It is unclear to me exactly what land Richard sold to Jenifer. From various later records, we know that "Lemaster's Hope" contained "Lemaster's Delight," but what else it might have contained remains unknown. "Lemaster's Delight," when surveyed and patented in 1700 was said to contain 200 acres. What were the other 291 acres of "Lemaster's Hope?" Whatever land it was was contiguous to "Lemaster's Delight" because there is only one metes and bounds description for the entire 491 acre parcel. My initial view was that it probably consisted of Betty's Delight (200 acres), Lemaster's Delight (200 acres) and a third parcel independently owned by Richard (91 acres), but that supposition breaks down because later records demonstrate that (1) Jenifers' land records show ownership of only "Lemaster's Delight," (2) Richard continued to own at least a large portion of "Betty's Delight," which was passed to his son John, and (3) so far as I can determine, Richard did not own any land in 1727 except what he had just received from John.

Another possibility is that resurveys sometimes showed

that land tracts actually contained more acreage than was thought when they were originally patented. Although this might have been at work to some extent, the Debt Books and Rent Rolls for 1753 and later do not show that "Lemaster's Delight" (or "Betty's Delight" for that matter) contained more than 200 acres each.

Perhaps the figure "491 acres" is in error and the number of acres conveyed by Richard to Jenifer was actually considerably less. It may be that some combination of the aforementioned factors was at work, although my suspicion is that something still different, and as yet unknown, was what actually occurred. See next record and the Apr. 1732 record below. See also Note 2.

Aug. 1728 - The Charles Co., Md. will of Daniel Jenifer (probated June 1729) leaves to his son Daniel of St. Thomas Jenifer "land bought of Richard Lemaister called 'Betty's Delight,' 'Lemaister's Delight;' and 'Coates Retirement.'"

Source: "The Maryland Calendar of Wills," by Jane Baldwin, Vol. VI (1726-1732), p. 117.

Comment: Although the preceding record shows Richard deeding "Lemaster's Hope" to Daniel Jenifer, from Jenifer's will he views it as "Betty's Delight" and "Lemaster's Delight." The semi-colon after "Lemaster's Delight" is important. That is, Richard did not convey Coates Retirement to Jennifer. The 500 acre resurvey of Coates Retirement was in Jan. 1720 for Dr. Daniel Jenifer. The original survey of "Courts' Retirement" was in 1666 for Bartholomew Courts (550 acres); resurveyed for Mary Courts in 1674 (500 acres). Richard had nothing to do with Coates Retirement.

In Nov. 1731 John Theobald petitioned the Charles Co. Court setting forth "that he is possessed of land lying in this County in right of Daniel Jenifer, youngest son and devisee of Daniel Jenifer, Gentleman, deceased, called Betty's Delight and Lemaster's Delight, and lately (to wit) in 1725 resurveyed and thereby named Lemaster's Hope, the bounds whereof the petitioner on behalf of the said orphan is desirous to perpetuate and to that end prays commission to issue...." See Apr. 1732 record below for further particulars.

The 1753 and later Charles Co. Debt Books do not show Betty's Delight or Lemaster's Hope as being owned by the Jenifer family, however, they do show that Daniel Jenifer was the owner of Lemaster's Delight, containing 200 acres.

In addition to acquiring great wealth and a large estate, Daniel of St. Thomas Jenifer became one of Maryland's most famous citizens. His offices and accomplishments are too detailed to recount here, but it should at least be mentioned that he signed the U.S. Constitution.

Oct. 1728 - In Aug. 1728, Justinian Burch, of Charles Co.,

Md., petitioned the Charles Co., Md. Court stating that he owned a tract of land in Charles Co., called Bowlings Plains, and requested a Commission to examine its boundaries. The petition was granted. John Briscoe, John Chunn, Jr., and Samuel Turner were appointed as commissioners, and met on the land on Oct. 14, 1728 to take deposition testimony from witnesses concerning its boundaries. The Commissioners took only 1 deposition, that of Richard Lemaster. The deposition was reported back to the court in Nov. 1728. The text of Richard's deposition is as follows:

The deposition of Richard Lamastre, aged 58 years or thereabouts [so b. ca. 1670] declares that at or near the place where this deponent now stands, being in the county aforesaid between the dwelling plantations of Justinian Burch and the widow Boarman, near a small path leading to said widow Boarmans, being in a fork made by said path and an old path formerly an Indian path and near a pond, something above 20 yards [sic; should "yards" be "years"?] last past, this deponent being upon the said place with Mr. John Bowling, the said Bowling showed him a scrubby? red oak and told him that the said oak was one of his bound trees, and as this deponent apprehended was one of the bound trees of a tract of land called Bowlings Plains, which this deponent saith, the said Bowling then _____ him to _____ at or near the place aforesaid by the name aforesaid. Signed Richard Lamaistre (signature, not mark)

Source: Charles Co., Md. Court and Land Records, Liber Q No. 2, pp. 194-95.

Comment: Bowlings Plaines, containing 150 acres, was surveyed Oct. 1671 for James Bowling at a bound Spanish oak, the third bound tree of Bowlings Reserve. At the time the Rent Roll was constructed (ca. 1707) it was in Newport Hundred of Charles Co., and was owned by Oliver Burch. In Jan. 1713, Oliver Burch deeded it to Justinian Burch. Source: Maryland Rent Rolls, No. 8, Charles Co. 1642-1775, p. 368.

Nov. 1728 - Charles Co., Md. Court. John Camden vs. Richard Lamaster. Trespass on the Case. Agreed. [annotated case caption only]

Source: Charles Co., Md. Court and Land Records, Liber Q No. 2, p. 212.

June 1729 - Charles Co., Md. Court. Alexander Magruder vs. Richard Lamaistre, of Charles Co., planter. Richard Bell, atty. for Magruder. Magruder alleged that in July 1727 at Charles Co. Richard made out his note in writing to Magruder for 660 pounds of tobacco, which the said Richard has refused to repay although requested to do so in Dec. 1727. Richard, in the custody of the sheriff because of his not being able to give special bail, comes into court and offers nothing by way of defense to Magruder's claim. The Court therefore

ordered that Magruder recover the 660 pounds of tobacco plus
~~352 pounds of tobacco for his costs and charges.~~

Source: Charles Co., Md. Court and Land Records, Liber
Q No. 2, pp. 301-2.

Apr. 1731 - In Mar. 1730/1, Ignatius Boarman petitioned the Charles Co., Md. Court, stating that he owned two tracts of land in Charles Co., the one called Green's Rest containing 450 acres, and the other called The Addition containing 174 acres, and requested a Commission to examine their boundaries. The petition was granted. Henry Hawkins, John Hanson, and John Marten were appointed as commissioners, and met on the land on Apr. 13, 1731 to take deposition testimony from witnesses concerning its boundaries. The depositions of Richard Lamaistre, John Nalley, and John Bocknell were taken, and reported back to the court in Nov. 1731. The text of Richard's deposition is as follows:

Richard Lamaistre, aged 61 years or thereabouts [so b. ca. 1670] declares that a bounded oak standing near the place he now stands was showed him by his father about 45 years ago [so, ca. 1686] to be the divisional bound tree between Mr. Mudd and Mr. Robert Green.

Source: Charles Co., Md. Court and Land Records, Liber R No. 2, pp. 41-2.

Comment: See June 1713 record under Abraham Lemaster [1.] where the Greens deed Green's Rest to Boarmans, the land being bounded by Abraham's land.

Apr. 1732 - In Nov. 1731, John Theobalde petitioned the Charles Co., Md. Court stating that he was "possessed of land lying in this County in right of Daniel Jenifer, youngest son and devisee of Daniel Jenifer, Gentleman, deceased, called Betty's Delight and Lemaster's Delight, and lately (to wit) in 1725 resurveyed and thereby renamed Lemaster's Hope, the bounds whereof the petitioner on behalf of the said orphan is desirous to perpetuate," and therefore he requested a land commision to examine its boundaries. The petition was granted, and Henry Hawkins, John Hanson, and William Middleton were appointed to execute the Commission by meeting on the land and taking deposition testimony from witnesses concerning its boundaries. Hawkins, Hanson, and Middleton took 10 depositions in Apr. 1732, which were reported back to the Court in June 1732. The text of the depositions is as follows:

(1) Jestinian Burch, aged 50 years or thereabouts, declares that about 11 years ago Abraham Lamastre showed him a red oak standing on a gravelly knowl and said it was a bound tree of Betty's Delight.

(2) Richard Lamastre [4.], aged 60 years or thereabouts, declares that about 7 years ago Jestinian Burch showed him a red oak standing on gravelly knowl and said it was the

first bound tree of Betty's Delight.

(3) Jestinian Burch further declares that Abraham Lamaster brought him to a bounded white oak on a plain and told him that that was a bound tree of Lamaster's Delight.

(4) John Tenneson [2.], aged 65 years or thereabouts, declares that Abraham Lamaster brought the Surveyor to the abovesaid white oak and made that oak the first bound tree of Lamaster's Delight and from thence run the first course of the said land and run from thence to a white oak of Betty's Delight.

(5) Richard Lamastre [4.] further declares that the white oak abovesaid was proved before the Land Commissioners and that they had the first line of Lemaster's Delight run from the said oak to a white oak of Betty's Delight.

(6) John Caudle, aged 69 years or thereabouts, declares that he was present when the Land Commissioners had the above land run and the course brought them to the white oak where this deponent now stands which is a reputed bound tree of Betty's Delight.

(7) Thomas Mudd, aged 52 or thereabouts, at the instance of Mr. Thomas Jamestone [sic; should be "Jameson"] declares that near the place where this deponent now stands Abraham Lamaster showed him a bounded red oak and told him it was a bound tree of Betty's Delight.

(8) John Nalley, aged 74 years or thereabouts, at the instance of Mr. Thomas Jamestone [sic] declares that near the place where this deponent now stands there was a bound tree which he has heard was a bound tree of Betty's Delight but who told him he knows not.

(9) John Tenison [2.] further declares that Abraham Lamaster showed him and Mr. Benjamin Hall a Spanish oak upon a plain for a bound tree of Betty's Delight and that the said Hall took up some land joyning it.

(10) Richard Lamastre [4.] further declares that the Spanish oak abovesaid was showed him by his father Abraham Lamaster and Mr. Benjamin Hall for a bound tree of Betty's Delight.

Sources: Charles Co., Md. Court and Land Records, Liber R No. 2, pp. 27 and 156-7.

Comment: Depositions 1, 5, and 6 seem to refer back to Abraham's Jul.-Sep. 1720 land commission for Lemaster's Delight. Deposition 2 may refer to the 1725 resurvey of Lemaster's Hope. Deposition 4 seems to refer back to the original survey of Lemaster's Delight in Apr. 1700. Depositions 4 and 5 state that Betty's Delight and Lemaster's Delight were adjacent to each other.

ca. 1732 - Richard is mentioned in five 1752 Charles Co., Md. depositions. Four of the depositions refer back to events said to have taken place ca. 1732, and one of the depositions refers back to events said to have taken place ca. 1729-1730.

In fact, all five depositions seem to refer back to the Apr. 1732 land commission for John Theobalde on behalf of Daniel Jenifer (see previous record). The five depositions are as follows:

(1) Thomas Jameson, Sr., said that about 22 or 23 years ago [so, ca. 1729-30] John Theobalds was proving the bounds of Betty's Delight and being at a Spanish Oak tree stump of Betty's Delight Richard Lemaster asked John Dennis [2.] if he could not prove the white oak at the head of Barry's Branch, the said Dennis said he could not for he had asked his father-in-law Abraham Lemaster [1.] if the said white oak was his bound tree and he said it was not his; his being further down the branch and that he only held as far [as] the white oak on the said branch by his _____ [beard?].

(2) Thomas Jameson, Sr., said that about 20 years ago and upward [so, ca. 1732], Richard Lemaster showed him a red oak tree standing about 60 yards from the Old Bridge Road opposite to John Dennis' [2.] path that went out of the said road to the said Dennis' house and said that it was a bound tree of Betty's Delight, and that sometime after John Dennis was at the same tree and told this deponent [Jameson] that it was a bound tree of his brother Richard Lemaster's, land which he took up and afterwards sold to Edward Davis, then junior, now senior.

(3) Abraham Lemaster [son of Richard] said that upwards of 20 years ago [so, ca. 1732] his father Richard Lemaster showed him a tree which he took to be a Spanish Oak standing about 60 yards from the old Bridge Road opposite to John Dennis' [2.] path that went out of the said road to the said Dennis' house and that the said tree was a boundary of "Betty's Delight."

(4) William Nalley said that upwards of 20 years ago [so, ca. 1732] Richard Lemaster showed him a tree which he took for a red oak standing about 60 yards from the Old Bridge Road opposite to John Dennis' [2.] path that went out of the said road to the said Dennis' house and that the said Lemaster told the deponent that the said tree was a bound tree of "Betty's Delight."

(5) John Nalley, Sr., said that twenty years ago or upwards [so, ca. 1732] Richard Lemaster, deceased, showed him a Spanish oak or red oak tree standing, which tree then had notches on it, as a bound tree, and the said Lemaster told him it was a bound tree of "Betty's Delight," and Nalley further said that he verily believes that the tree above mentioned is now lying on the ground nigh to a path leading to the old Bridge and at the head of Foggy Branch.

Source: Charles Co., Md. Court and Land Records, Liber B No. 3, pp. 354-56.

Comment: For information concerning the taking of these 5 depositions, and other depositions taken at the same time, see Apr.-Oct. 1752 record under Sarah [2.] Re Jameson's

deposition, the land sale to Edward Davis is apparently discussing "Noe's Desart." See Aug. 1723 record above.

ca. 1734 - In a Jan. 1744/5 Charles Co., Md. deposition, Isaac Lemaster [5.] said that about 10 or 11 years ago [so, ca. 1734] Richard Lamaster now deceased showed him a marked white oak were Isaac now stands, being on the head of a valley and on the east side thereof, and told him it was a bound tree of a tract of land belonging to Thomas Barron and a bound tree of a tract of land called Jarvis.

Source: Charles Co., Md. Court and Land Records, Liber Y No. 2, p. 344.

Comment: For more information about this deposition, see Jan. 1744/5 record under Isaac Lemaster [5.]

May 1735 - In Mar. 1734/5, John Caudle petitioned the Charles Co., Md. Court, stating that he owned a tract of land in Charles Co., called "Stephens Coleman," containing 200 acres, and requested a Commission to examine its boundaries. The petition was granted. William Wilkinson and Peter Wood were appointed as commissioners, and met on the land on May 1, 1735 to take deposition testimony from witnesses concerning its boundaries. Wilkinson and Wood took only 2 depositions, and both of those were from Richard Lemaster. The depositions were reported back to the court in June 1735. The text of the depositions is as follows:

(1) Richard Lemaster, aged 67 years or thereabouts [so b. ca. 1668], deposeth that when he went to school his father sold the land whereon John Caudle now lives to Capt. Dent, and that he saw a tree which his father showed Capt. Dent for the second bound tree, which this deponent believes to be ye tree where he now stands or that it stood near this place.

(2) Richard Lemaster, aged 67 years or thereabouts, deposeth that on the place where this deponent now stands formerly stood a tree which was a bounded tree of John Caudle's land and that this deponent was present when the tree was proved by Mr. Benjamin Hall.

Source: Charles Co., Md. Court and Land Records, Liber T No. 2, pp. 35-6.

Comment: Although Caudle's land is called "Stephens Coleman" in this proceeding, its correct name was "St. Stephens Coleman."

after May 1735 - We have no record of Richard after May 1735, at which time he is 65-67 years old, and living in Charles Co., Md. The ca. 1726 and ca. 1734 records above establish that he was deceased by Jan. 1744/45. There is no will, inventory, administration account or testamentary papers for Richard through 1777 anywhere in the State of Maryland. I have personally searched Charles Co. for same with negative

results. The Probate Records, Colonial Index for Maryland confirms that there are no such records for Richard in Charles Co., and further, shows none for him in any of the other counties of Maryland either. The logical assumptions from this are that (1) Richard died outside Maryland, (2) that he died in Maryland in someone else's care, and without any property so that it was unnecessary to have an inventory or administration of his estate, (3) that the inventory and administration records for the area in Maryland in which he resided at death have been lost, or (4) that his surname Lemaster was written so unclearly in his original estate papers that it has been read and indexed as some other name. I suspect option (2) or (3) is the most likely. With regard to option (3), note that John Tennison [2.] died 1743-1745, and no record has been found of his estate either.

5. ISAAC LEMASTER, farmer, b. 1695 in St. Mary's Co., Md., d. 1771-1776, prob. m. 1st by May 1730 in Charles Co., Md. CATHERINE WARD (dau. of Thomas Ward), m. 2nd by June 1763 MARY _____. See Note 7.

Probable Issue:

17. Isaac Lemaster, m. Ann/Nancy _____.
18. Thomas Lemaster, m. Elizabeth (Letis) _____.
19. Abraham Lemaster, m. Ann _____.
20. Jacob Lemaster, m. _____.
21. Amie Lemaster, m. William Wheat, Jr.
22. Mary Lemaster, m. John Shercliffe.

See Note 7.

The following records have been found for Isaac.

Mar. 1716/7 - The inventory of the estate of Thomas Hargess, deceased, of Charles Co., Md., totalled 25/13/6, as appraised by Randolph Gorden/Gardner and John Nalley. The approval of the inventory is ambiguously written as follows:

"We whose names are underwritten, two of the creditors of Thomas Hargess, late of Charles Co., deceased, approve the within appraisement, as witness our hands --

John Parry	John Lemaister
Isaac Lemaister	Philip Lee"

Sources: (1) Charles Co., Md. Inventories 1673-1735, p. 437, and (2) Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland, 1715-1718" p. 20.

Comment: The text says two creditors but there are four signatures. The usual practice at this time was to have 2 creditors and 2 kin sign the inventory. So, it is unclear from the above whether the signatures are of 4 creditors and there is a mistake in the text when it says 2 creditors, or whether 2 of the men are signing as "kin" even though the text does not say they are kin. The latter would seem more likely because the small size of Hargess' estate would not seem to justify 4 creditor signatures. And, when we look at Hargess' Administration Account in June 1718 it seems clear that the 2 Lemaisters signed the inventory as kin. This is so because the account shows only 3 creditors of the estate, 2 of them being John Parry and Philip Lee. Not being creditors of the estate, the Lemaisters were presumably kin. Hargess' administratrix is Mary Nalley, wife of John Nalley, whom I would guess is Hargess' widow and her new husband. Source: Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland 1718-1724," p. 5.

As to how the Lemaisters were related to Hargess I do not know. See other Hargess references in the Index, and note particularly the ca. 1707 record under John Tennison

[2.]

When signing the inventory, John Lemaister makes his usual mark, and Isaac Lemaister makes his usual mark (a horizontal line with 3 equidistant vertical crosshatches.) Another way to describe Isaac's signature mark is a capital "I" lying on its side with a crosshatch through the middle.

Sep. 1721 - Abraham Lemastre [1.], of Charles Co., Md., makes a deed of gift to "my well beloved son Isaac Lemastre," of Charles Co., Md., and his male heirs forever, of "all that part of land on the west side of the main branch of "Betty's Delight" which is now called _____ [illegible; looks like "S_ar:gid's"]. Signed Abraham Lemastre. Witnesses Richard Brinn, John Lemastre [7.], Jesse Teneson [son of John and Sarah Lemaster Tennison], and George Dent. Deed recorded Nov. 26, 1721.

Source: Charles Co., Md. Court and Land Records, Liber H No. 2, pp. 468-469.

Comment: No acreage or metes and bounds description is stated in this deed. It appears to be the same land Abraham wills to Isaac in Sep. 1722, and the land Isaac sells in June 1751. The Charles Co., Md. Rent Roll lists Abraham's Sep. 1721 conveyance to Isaac under Thomas Corker's Betty's Delight, which is error; should be listed under Edward Evans' Betty's Delight. Maryland Rent Rolls, No. 8, Charles Co. 1642-1775, p. 308. See Note 2 under Abraham [1.] for a discussion of the 2 Betty's Delights.

Whatever the indecipherable name given this land in Abraham's deed to Isaac, I suspect it was a name Abraham made up for a portion of one of his larger acreages, just as he apparently did for "Berry." Nothing like the name "S_ar:gid's" appears before or after this record, and there is no survey or patent for a property by that name in either Charles or St. Mary's County.

Sep. 1722 - Isaac is mentioned in his father Abraham's Charles Co., Md. will, as follows: "I give and bequeath to my loving son Isaac Lemaster all that tract of land whereon he now dwells, to him and his heirs forever."

Source: Charles Co., Md. Wills, Liber 18, Folio 10, Hall of Records, Annapolis.

Comment: I think this is merely reasserting the deed of gift Abraham made to Isaac the previous year. It is possible he is giving Isaac some additional land, but I doubt it because there is no record of Isaac ever owning more than one piece of land in Charles Co., and Abraham's will says he is already living on the land. The language in the will does expand Isaac's title to the land. The Sep. 1721 gift was a deed to Isaac and his male heirs which meant that he could not sell or will the land to whomever he wanted, but could only dispose of it to male heirs (sons or sons of sons.)

This restrictive language suggests that Isaac had no sons, and is the same language used by Abraham in his will with respect to son John who we know had no sons. Abraham's will, however, expands Isaac's title in the land by willing it to him and his heirs forever, which is a fee simple title, meaning that Isaac could dispose of the land to anyone he pleases. Either Abraham had changed his mind on this point with regard to Isaac or Isaac had a son (or was now married and at least likely to have a son) by the time Abraham made his will.

Mar. 1723 - Isaac signs the Charles Co., Md. inventory and appraisal of his father Abraham's estate as "kin." Isaac makes his usual mark but for some reason, it is turned to the vertical so that it resembles a capital "I" with a bar through the middle.

Sources and Comment: See Abraham [1.]

Sep. 1723 - Isaac is not mentioned in the administration account of his father's estate.

Nov. 1725 - Charles Co., Md. Court. "Isaac Lemaistre on his petition is allowed 200 pounds of tobacco for burying Isabella Belsher, a poor woman."

Source: Charles Co., Md. Court and Land Records, Liber P No. 2, p. 94.

ca. 1726 - See Jan. 1744/5 record below.

Feb. 1730 - Administration Account of the estate of Dr. Daniel Jenifer, deceased, in Charles Co., Md. The account shows a payment of 600 pounds of tobacco made to the estate by Isaac Lemaster.

Sources: (1) Charles Co., Md. Administration Accounts 1708-1738, p. 375, and (2) Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland 1724-1731," p. 152.

May 1730 - Thomas Ward of Durham Parish, Charles Co., Md., makes his will (probated Aug. 1730), and names his children as Thomas Ward, Christian Pickum, Mary Goldring, Catherine Lemaster (who is left personalty), Sary Ward and Ann Ward. No wife is mentioned but the will does name grandson Thomas Lemaster.

Source: The Maryland Calendar of Wills, Vol. 6, p. 161.

Comment: The Charles Co. Inventory (Oct. 1730) and Administration Account (June 1731) of Thomas Ward contain no names of interest. Sources: (1) Charles Co., Md. Inventories 1673-1735, p. 289, and (2) Charles Co., Md. Administration Accounts 1708-1738, p. 392. Thomas Ward was b. 1669-1672, a son of John and Damaris Ward. Grandson Thomas

Lemaster was doubtless named for his grandfather Thomas Ward.

Nov. 1731 - Charles Co., Md. Court. Jenifer's Administrators vs. Isaac Lamastre. Trespass on the Case. Agreed. [case caption only]

Source: Charles Co., Md. Court and Land Records, Liber R No. 2, p. 65.

Comment: The plaintiffs are presumably the administrators of Daniel Jenifer. See Feb. 1730 record above.

ca. 1734 - See Jan. 1744/5 record below.

ca. 1734 - In a May 1752 Charles Co., Md. deposition, William Nalley said that about 18 years ago or thereabouts [so ca. 1734] he was in company with Isaac Lemaster on the road and then going along a path that leads to the old court house and at the head of Foggy Branch Isaac told him there stood a bound tree of "Betty's Delight" which bound tree or stump he took to be an oak.

Source: Charles Co., Md. Court and Land Records, Liber B No. 3, p. 355.

Comment: For more information about this deposition, see Apr.-Oct. 1752 record under Sarah [2.] Re this 1752 record, I presume that Isaac himself did not give the deposition (so the court had to rely on Nalley's second-hand (hearsay) version), either because Isaac was personally involved in the boundary dispute and not a disinterested witness, or because he had already moved to Prince Georges Co. The same may be said for Elizabeth Wilkinson's 1752 deposition, reported below under date of ca. 1748.

Mar. 1734/5 - Charles Co., Md. Administration Account of John Eburnathy, deceased. Payment of 510 pounds of tobacco received by the estate from Isaac Lemastre.

Sources: (1) Charles Co., Md. Administration Accounts, 1708-1738, p. 439, and (2) Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland, 1731-1737," p. 82.

June-Aug. 1736 - In June 1736, Isaac petitioned the Charles Co., Md. Court, stating that he was seized of a tract of land in Charles Co., and now in his possession, called Betty's Delight, and requested a Commission to examine its boundaries. The petition was granted and John Chunn and Peter Wood were appointed to execute the Commission by meeting on the land and taking deposition testimony from witnesses concerning its boundaries. Chunn and Wood took 3 depositions (John Lemaster [7.], Thomas Hays, and Thomas Jameson) in Aug. 1736, which depositions were reported back to the Court also in Aug. 1736. The text of the depositions is set forth in Note 8.

Source: Charles Co., Md. Court and Land Records, Liber
T No. 2, pp. 195 and 223-24.

Comment: It is not known why Isaac requested the Commission or what the outcome of this proceeding was with respect to the land's boundaries.

Jan. 1742 - Isaac witnesses the Charles Co., Md. deed of "Strife" from John Tennison [2.] to his son Ignatius Tennison. Isaac makes his distinctive mark which is discussed in the Mar. 1716/17 record above.

Source: Charles Co., Md. Court and Land Records, Liber
O No. 2, pp. 554-55.

Comment: See Sarah [2.] for more details.

Jan. 1744/5 - In Nov. 1744, Thomas Barron petitioned the Charles Co., Md. Court, stating that he was seized of a tract of land in Charles Co., called Dogwood Fortune, and requested a Commission to examine its boundaries. The petition was granted and John Winter and Samuel Chunn were appointed to execute the Commission by meeting on the land and taking deposition testimony from witnesses concerning its boundaries. Winter and Chunn took 5 depositions on Jan. 22, 1744/5, which depositions were reported back to the Court in June 1745. Two of the depositions were by Isaac Lemaster, 2 were by Thomas Jameson, and 1 was by Nathaniel Sute. The text of the depositions by Isaac is set forth below. One of Jameson's depositions and Sute's deposition mention John Lemaster [7.] and are reported under John. Multiple depositions by the same person occurred in land commission proceedings because separate testimony was needed for the boundaries of the different sides of the tract in question.

(1) The deposition of Isaac Lamaster aged 50 years or thereabouts says that about 18 or 19 years ago [so ca. 1726] he was riding on the main road near the place where this deponent now stands in company with Richard Lemaster now deceased who asked him if he knew of the bounds of any lands about this place which this deponent said he did not whereupon the said Richard Lamaster carried this deponent to a standing dead tree on or near the place where this deponent now stands the said tree now being down and told him it was a bound tree of a tract of land belonging to Thomas Barron or Dogwood Spring [sic.]

(2) The deposition of Isaac Lamaster aged 50 years or thereabouts says that about 10 or 11 years ago [so ca. 1734] Richard Lamaster now deceased showed him a marked white oak where this deponent now stands being on the head of a valley and on the east side thereof and told him it was a bound tree of a tract of land belonging to Thomas Barron and a bound tree of a tract of land called Jarvis.

On both of these depositions Isaac makes his distinctive mark.

Source: Charles Co., Md. Court and Land Records, Liber Y No. 2, pp. 343-44.

Comment: Isaac's two depositions have caused a great deal of problems in Lemaster family analysis. Because he stated his age as 50 or thereabouts, it was assumed that these depositions were not for this Isaac but for a younger man. However, because of Isaac's distinctive signature mark, we now know that these depositions were for this Isaac [5.]

Dogwood Fortune, containing 210 acres, and in Benedict Hundred of Charles Co., Md., was surveyed Apr. 1, 1705 for John Barron, beginning at a bound red oak a bound tree of a tract of land called Bowlines Plaines. (Maryland Rent Rolls, No. 8, Charles Co. 1642-1775, p. 377.) Re Richard's reference to "Dogwood Spring," in 1754 and 1756 land records, Thomas Barron seem to refer to the same land by both names (i.e., Dogwood Fortune and Dogwood Spring.)

ca. 1748 - In a May 1752 Charles Co., Md. deposition, Elizabeth Wilkinson says that about 4 years ago [so ca. 1748] Isaac Lemaster told her there stood at the head of a branch, a bound tree that was betwixt Betty's Delight and Mary Crosson and that she [Wilkinson] must go no further than the tree in working that land, [Wilkinson] being a tenant to Isaac Lemaster.

Source: Charles Co., Md. Court and Land Records, Liber B No. 3, p. 354.

Comment: For more information on this deposition, see Apr.-Oct. 1752 record under Sarah [2.]

June 1751 - Isaac Lemaster, planter, of Charles Co., Md., sells to Charles Smoot, planter, for 6000 pounds of tobacco, "all that part of a tract of land called 'Betty's Delight,' lying on the west side of a branch that runs between the dwelling plantation of the said Isaac Lemaster and the plantation whereon Abraham Lemaster, father of the said Isaac formerly dwelt, Beginning at a bounded white oak stump in the said branch, a boundary of the said 'Betty's Delight,' running thence as the said 'Betty's Delight' runs until it comes to the said branch, thence running down the said branch binding therewith to the aforesaid bounded white oak stump, containing by estimation 100 acres more or less." Signed Isaac Lemaster (makes his distinctive mark). Witnesses: Isaac Campbell and Robert Yates. Deed recorded Nov. 1751.

Source: Charles Co., Md. Court and Land Records, Liber Z No. 2, pp. 509-511.

Comment: No wife joined Isaac in this conveyance, either because he was unmarried at this time or because, being gift/inherited land, his wife did not need to approve the conveyance. The deed sounds like Isaac is living on the land at the time, but note that in 1748 he was renting it to Elizabeth Wilkinson. This appears to be the land Abraham

[1.] deeded to Isaac in 1721, and then willed to him in 1722.
~~So far as is known this is the only land Isaac ever owned.~~
Note Isaac Campbell as a witness. Two deeds later in this deed book is the July 1751 deed of Betty's Delight by Abraham Hargass to Isaac Campbell. Hargass had been deeded this land by John Lemaster [son of Richard 4.] in Feb. 1747/8. Re Charles Smoot, at this time he was also in possession of Langley, which he had purchased from John Nalley in 1748, Nalley having purchased it from Richard Lemaster [4.] in 1724. See Note 9.

ca. 1752 - see Dec. 1776 record.

Feb. 1753 - Isaac rents "Leamons Delight" in Prince Georges Co., Md.

Source: Prince Georges Co., Md., Land Records, Liber EE, p. 218.

Sep. 1758 - Jasper Manduit of Prince Georges Co., Md., planter, for the sum of 3000 pounds of tobacco, deeds to Isaac Lemaster of Prince Georges Co., Md., planter, "all that tract or parcel called Scotland, Beginning at a Bounded white oak and running thence West South West 80 perches, then South South East ["West" was written, crossed off and "East" written above it] 200 perches, then East North East 80 perches, then North North West 200 perches, then with a straight line to the beginning tree, containing and laid out for 100 acres of land more or less." Signed Jasper Manduit. Witnesses: John Cooke and Christopher Lowndes. Mrs. Hannah Manduit, wife of Jasper Manduit, was separately examined, and released her right in dower.

Source: Prince Georges Co., Md. Land Records, Liber PP, p. 181.

Comment: the 1753-1758 Prince Georges Co., Md. Debt Books show Scotland 100 acres owned by William Manduit's heirs in 1753, and Scotland 100 acres owned by Jasper Manduit 1755-1758.

June 1763 - Isaac Lemasters, of Prince Georges Co., Md., planter, for the sum of 80 pounds, deeds to Jasper Wort, of Prince Georges Co., Md., mason, "all that tract or parcel of land called Scotland, Beginning at a bounded white oak and running thence West South West 80 perches, then South East 200 perches, then East North East 80 perches, then North North West 200 perches, then with a straight line to the beginning tree, containing and laid out for 100 acres of land more or less." Isaac makes his distinctive mark. Witnesses: Christopher Lowndes and David Crawford. Mary Lemasters, wife of Isaac Lemasters, is questioned privately and relinquishes her dower right in the land.

Source: Prince Georges Co., Md. Land Records, Liber

TT, pp. 31-32.

Comment: The consideration is called 80 pounds, but not sterling; the wording suggests it is some other form of coin currency.

Dec. 1766 and July 1767 - Charles Smoot of Charles Co., Md. deeds to his son Hendley Smoot for 20,000 pounds of tobacco, part of a tract of land called Betty's Delight, lying on the west side of a branch that runs between the dwelling plantation of Isaac Lemaster's and the plantation whereon Abraham Lemaster, father of said Isaac, formerly dwelled, containing about 100 acres. Also, one other part of a tract of land called Strife, taken up by Benjamin Hall on Feb. 29, 1699 lying in Charles Co. on the east side of Zachariah [sic] Swamp, bounded by Calvert's Hope, containing about 135 acres.

Source: Charles Co., Md. Deeds, Book O No. 3, pp. 139 and 277. The above deed is set forth twice in Book O No. 3, on pp. 139 and 277. In the Dec. 1766 version (p. 139), the following sentence is added at the end of the deed. "It is further agreed that the said Charles shall have his life in the above mentioned lands, he paying yearly to said Hendley the sum of 5 shillings." That reservation of a life estate in Charles is not included in the July 1767 version (p. 277).

Sep. 1770 - Isaac Lemaster of Prince Georges Co., Md., planter, for the sum of 50 pounds currency and also for the further consideration of the sum of 2 shillings and six pence currency to me in hand paid, sells to Daniel Stephenson, of Bladensburgh, merchant, a Negro girl named Moll about 7 years old. Witnesses: Benjamin Lowndes and Philip Hill. At the foot of the bill of sale was added Isaac's indorsement that he had received two shillings and six pence from Stephenson. Isaac then acknowledges the bill of sale before Christopher Lowndes, Justice of the Peace. Finally there comes the following note: "It is agreed that the above Negro girl Moll do live with the said Isaac Lemaster seven years from the above date Provided he lives so long and cloaths her well. Otherwise the said Dan. Stephenson may take her away when he pleases." Isaac makes his usual mark in 3 different places on this instrument.

Source: Prince Georges Co., Md., Land Records, Liber AA2, p. 168.

Comment: It appears that Isaac was essentially paying off a previous debt with Stephenson, who was a merchant, since he received only the 2 shillings sixpence at this time, and not the additional 50 pounds recited as consideration.

June 1771 - At the request of Isaac Lemaster the following [livestock] mark was recorded this 25th day of June 1771 in Prince Georges Co., Md. -- "Two slits in the right ear

and a swallow fork in the left (thus 'U' right and 'V' left.)"

~~Source: Prince Georges Co., Md., Land Records, Liber AA2,~~
p. 255.

Comment: Although this record follows closely upon the previous one, which is known to be for this Isaac, one wonders if this livestock mark might not be for a younger Isaac, as one would think this Isaac would have recorded his livestock mark many years earlier and would not have waited until he was 76 years old to do so.

The "U" and "V" earmarks are not the capital letters, but my best rendition of the drawing of them in the record.

Dec. 1776 - Charles Co., Md. Court. In Nov. 1776, Justinian Cooksey, the owner of Simkin Coatback in Charles Co., petitioned the court for a land commissiion to examine its boundaries. The petition was granted and Philip Briscoe and Bennett Dyson were appointed as commissioners to meet on the land and take deposition testimony concerning its boundaries. Briscoe and Dyson took 3 depositions in Dec. 1776, as follows:

1. Daniel Hoskins, aged 64 years or thereabouts, sayeth that about 5 years ago William Cooksey since deceased showed him the first bound tree of Simkin Coatback which was a Spanish oak on a branch called William Cooksey's Mill branch about 60 yards to the west of a road that leads from Bryan town to Newport, and the last bound tree of Simkin Coatback which was a gum up above said branch being near the middle of said branch.

2. William Cooksey, aged 50 years or thereabouts, sayeth "that about 24 years ago his father William Cooksey and Isaac Lemaster since deceased shew him the same place mentioned in Daniel Hoskins deposition and said it was the first boundary of the above said tract of land called Simkin Coatback."

3. Samuel Cooksey Barron, aged 47 years or thereabouts, sayeth "that about 24 or 25 years ago William Cooksey and Isaac Lamaster since deceased shew him the same place mentioned in Daniel Hoskins deposition and said it was the first boundary of the above said tract of land."

Source: Charles Co., Md. Court and Land Records, Liber X No. 3, pp. 574-76.

Comment: This is the source for Isaac's death by 1776. We have no record of Isaac after 1771 at which time he was about 76 years old. There is no will, inventory, administration account or testamentary papers for Isaac through 1777 anywhere in the State of Maryland. The logical conclusion from this is that (1) Isaac died outside Maryland, (2) Isaac died in Md. in someone else's care, and without sufficient property to require an inventory or administration account of his estate, (3) the inventory and administration records for the area in Maryland where Isaac died have been

lost, or (4) the surname Lemaster was written so unclearly
in his original estate papers that it has been read and
indexed as some other name.

6. ANNE LEMASTER, b. prob. 1770's in St. Mary's Co., Md.,
d. _____, prob. m. JUSTINIAN NOE, son of John Noe, Sr.
See Note 10.

Issue:

i. Justinian Noe, Jr.

The following records have been found for Justinian and Anne.

June 1709 - Charles Co., Md. Court. Our Lady the Queen and Samuel Smallwood vs. Justinian Noe, of Charles Co., planter. Cornelius White, attorney for Smallwood; Edward Chapman, attorney for Justinian. Smallwood sued Justinian for 2000 pounds of tobacco pursuant to a Sep. 1704 Act of the Maryland Assembly that provided that "no person whatsoever shall trade, barter, commerce or any ways deal with any servant whether hired or indented or slave belonging or appertaining to any inhabitant within this Province without leave or license first had and obtained from such servant's master, mistress, dame or overseer for his so doing." The penalty for violating this statute was 2000 pounds of tobacco, one half of which went to Her Majesty the Queen for the support of Government and the other half went to the master or mistress of the concerned servant or slave.

Specifically, Smallwood alleged that in Mar. 1707/08 at Portobacco Justinian "did trade, barter, commerce and deal with a certain servant of the said Samuel named John Davis for one jacket and two hoes and several others of the proper goods of and belonging to him the said Samuel without the leave or license of him the said Samuel." Smallwood further alleged that he had requested Justinian to pay the penalty provided by the statute, but that Justinian had refused.

Smallwood brought this suit ca. June 1708 but several continuances carried the case forward to the June 1709 court. At that court Smallwood's attorney advised the Court that the case had been settled.

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 584.

Apr. 1710 - Charles Co., Md. Court. Justinian Noe vs. Bryan Doyle. Trespass on the Case. Agreed.

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 764.

Comment: Trespass on the case does not mean trespassing as we think of it today, but concerns a claim of money due in the nature of an implied contract. "Agreed" means the case was settled by the parties without a court adjudication.

June 1714 - Charles Co., Md. Court. Richard Lee and Co. vs. Justinian Noe, of Charles Co., planter. Trespass on

the Case. Daniel Dullany, atty. for plaintiff. The Sheriff was directed to have Justinian at the June 1714 Court in order to answer the complaint of Richard Lee and Co. At that court, the said Justinian though being solemnly called came not, and the Sheriff returneth that the said Justinian is not found in his bailywick. Whereupon, at the plaintiff's request, the court ordered an attachment of Justinian's property. [neither the amount sued for nor the amount of the attachment is stated in the proceeding]

Source: Charles Co., Md. Court and Land Records, Liber E No. 2, p. 428.

Comment: This is the last record found for Justinian Noe, Sr.

Sep. 1722 - Anne is mentioned in her father Abraham's [1.] Charles Co., Md. will, as follows:

"My will is that my loving daughter Anne should dwell on some part of my land during her husband's absence, where my loving son John will settle her."

"My will is that my loving daughter Anne should have a milk cow out of my stock during her husband's absence."

Source: Charles Co., Md. Wills, Liber 18, Folio 10, Hall of Records, Annapolis.

Comment: Abraham does not give Anne's married name as he does for his other daughters in his will. Where had Anne's husband gone, and why? It seems that his absence had already been or was expected to be lengthy or Abraham would not have bothered to provide for this contingency in his will. It also appears that they believed Anne's husband might still be alive.

Mar. 1728/29 - Charles Co., Md. Court. "On the complaint of Anne Noe that Henry Jameson detains her son Justinian Noe a minor on the pretense of an indenture entered into by him to said Jameson, it is ordered that the said Justinian be restored to his mother and that he remain with her til next court at which time the said Jameson has notice given him to attend in order to make good his claim, and thereupon Dennis Nalley in court here engages to see him the said Justinian forthcoming at that time."

Source; Charles Co., Md. Court and Land Records, Liber Q No. 2, p. 232.

June 1729 - Charles Co., Md. Court. Justinian Noe by his petition to the court here sets forth that he is detained as a servant by Henry Jameson who prevailed with the petitioner to execute an indenture for 5 years for the trifling consideration of 600 pounds of tobacco, that the petitioner was at the time of signing said indenture a hired servant to Dennis Nalley and (he conceives) incapable of entering into a new engagement, and he prays the court on

hearing the proofs relating to the facts aforesaid, to do in the premises what to justice appertains.

Whereupon as well the Petitioner as the aforesaid Henry Jameson into court here in their proper persons came and all and singular the premises being seen and by the court fully understood, and for that it appears to the Justices that the facts mentioned in the petition are true and that the consideration aforesaid was never paid. It is considered that the same Justinian be set free and from the indenture entirely dis____. It is also considered that the same Justinian do recover against the said Henry 262 pounds of tobacco for his costs and charges by him in this part laid out and expended by the court, here adjudged according to the form, force and effect of the Act of Assembly in these cases late made and provided, and that the same Justinian have execution thereof.

Source: Charles Co., Md. Court and Land Records, Liber Q No. 2, p. 269.

Comment: No additional records of Justinian Noe, Jr., have been found.

June 1729 - Charles Co., Md. Court. "Anne Noe's petition against her brother John Lamastre for a legacy left by her father Abraham Lamaster is rejected for want of jurisdiction."

Source: Charles Co., Md. Court and Land Records, Liber Q No. 2, p. 269.

Comment: There is only the one sentence to this record. I presume that Anne's husband had still not returned, else what other basis would she have to bring the suit? Her suit may have been brought as a result of the disposal of Abraham's lands in 1727, thus leaving her no longer able to reside on Abraham's land as was provided in his will. The court's dismissal of her case for lack of jurisdiction probably means that the proper forum for such an action was the Maryland Prerogative Court. This is the last record found for Anne.

7. JOHN LEMASTER, farmer, b. 1682 in St. Mary's Co., Md., d. 1740 in Charles Co., Md., m. 1st _____, m. 2nd by Mar. 1, 1709/10 in Charles Co., Md. CHRISTIAN COOKSEY (dau. of Justinian and Katherine TENNISON, and widow of Samuel Cooksey), b. ca. 1679, d. spring 1759 in Charles Co., Md.

Issue by 1st wife:

25. Eleanor Lemaster, m. Cleborn Semmes.

No issue by 2nd wife Christian.

The following records have been found for John and Christian (records of Samuel Cooksey prior to his death are not included.)

Jan. 1699 - Justinian Tennis [sic] of Charles Co., Md., makes his will (probated July 1699) which mentions a wife [not named], a son John, daughters Barbara, Mary, Catherine, Elizabeth, Sarah, Dracie, and Christian, and a grandson John Mansfield. Justinian's wife and daughter Christian were the residuary legatees, and all of John's other children and grandson were just left specific personalty. As to the residuary legatees, Justinian's wife was left all his remaining personal property and all of his real property during her life, and upon her death it was all to pass to daughter Christian.

Source: Baldwin, Jane, "The Maryland Calendar of Wills," Vol. 2 (1685-1702), p. 176.

Comment: Justinian had two other children, a son Justinian Jr. and a daughter Jane (mother of John Mansfield) who had predeceased him. It seems strange that Justinian left the bulk of his estate, and especially all of his land, to just one of his daughters, Christian. "Lemasters, U.S.A." is incorrect in stating that Christian's father was John Tennison. That John Tennison was her uncle, the brother of her father Justinian Tennison, Sr.

Jan. 1703/04 - See record of this date under Abraham [1.] which mentions John, and states that he is an adult at this time.

Apr. 1704 - Charles Co., Md. Court. Richard Parke, merchant, vs. Abraham Lemaister, of Charles Co., planter. Cornelius White, attorney for Parke; William Stone, attorney for Abraham. Parke alleged that on Mar. 23, 1702 at Portobacco, Abraham stood indebted to Parke in the sum of 998 pounds of tobacco, being the balance due on an account for divers and sundry goods, wares and merchandizes sold by Parke to John Lemaister, son of Abraham Lemaister, and which debt Abraham hath not paid though requested to do so. The account, certified in St. Mary's Co., is set forth as follows:

1702 John Lemaister	pounds/shillings/pence
1 gown and coat	1/0/0
2 pair of tickett boddice?	0/12/0
1 pair of tickett boddice?	0/4/6
1 pair of French fells?	0/3/8
9 yards of jersey	1/11/6
6 dozen buttons	0/4/0
$\frac{1}{2}$ _____ of coll'd [collored?] thread	0/1/4
your father's ballance	0/3/6
1 pair of men's plaines	0/2/8
998 lbs. tobacco	= 4/3/2

Abraham appeared at the Apr. 1704 Court, and denied that he owed Parke the money. A 12 man jury heard the case and found for Parke. The Court ordered that Parke recover the 998 pounds of tobacco he had sued for, plus 1111 pounds of tobacco as his costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber A No. 2, pp. 411-12.

Comment: Several of the items in the account are difficult to decipher. It appears that the case was brought against Abraham rather than John either because when Parke sold these goods to John (ca. Mar. 1702) John was only 20 years old, and therefore still a minor, or because John was purchasing these goods with Abraham's authorization and for his account.

ca. 1704 - John's only child Eleanor Lemaster is born to John and his first wife, whose name is unknown.

Jan. 1708-09 - Samuel Cooksey makes his will in Charles Co., Md. (probated Feb. 1708-09). The will leaves

--to 3 sons Justinian, John and William Cooksey and their heirs, 400 acres "Coate Back" and 70 acres "Prevention" equally.

--to daughter Priscilla, personalty to be paid her by her 3 brothers when they are of age.

--to son Samuel and to daughters Mary and Elizabeth, personalty to be paid out of a judgment of Capt. Jerratt's estate.

--to wife Christian, executrix, plantation and personal estate during her life.

Witnesses Robert St. Clare, John Woe [sic; Noe?], Jr., and John Mansfield.

Source: Baldwin, Jane, "The Maryland Calendar of Wills," Vol. 3 (1703-1713), pp. 119-120.

Comment: Children Justinian, John, William and Priscilla Cooksey were the children of Samuel Cooksey and wife Christian. Children Samuel, Mary and Elizabeth Cooksey were the children of Samuel and a wife before Christian. Circumstantial evidence suggests that Samuel Cooksey's first wife may have been a Smith or a Gerrard.

"Coate Back" is the same property as "Simkin's Coat Back," a 400 acre tract in Newport Hundred of Charles Co., that was surveyed in Sep. 1672 for Thomas Simpson but was patented to Justinian Tennison. Maryland Rent Rolls, No. 8, Charles Co. 1642-1775, p. 366. The Rent Roll describes the land as being "on ye west side, the Main Swamp _____ falls into Pyles Fresh." The Rent Roll lists the owner as Samuel Coxey [sic; Cooksey.] In a Dec. 1776 deposition reported under Isaac Lemaster [5.], Simkin Coatback is stated as beginning at a Spanish oak on a branch called William Cooksey's Mill branch about 60 yards to the west of a road that leads from Bryan town to Newport. It is not clear to me whether sometime before his death in 1699 Justinian deeded this property to Samuel Cooksey or whether Justinian continued to own the property until his death and left it to daughter Christian in his will. In the latter case, it was really Christian who owned the land, not Samuel.

The Inventory of Samuel Cooksey's estate took place in Charles Co., Md. on Feb. 24, 1708/09, and included 4 Negro slaves. James Williams and Elizabeth Cooksey approved the inventory. The inventory does not say whether James Williams and Elizabeth Cooksey signed the inventory as "kin" or "creditors." Elizabeth Cooksey was Samuel's daughter, and she would have to be born by ca. 1688 to be of age and approving the inventory in 1708/09. I believe James Williams also probably signed as "kin." In the first place, James is not listed as a creditor in the administration account of Samuel Cooksey's estate. And, see Sep. 1723 record below where John Lemaster signs the inventory of James Williams' estate as "kin." James Williams' wife was named Elizabeth, and they named a son Justinian on whose 1751 Charles Co. Inventory Christian is listed as kin. All of which suggests that James Williams' wife Elizabeth was the Elizabeth Tennison who was a sister of Christian. Samuel Cooksey's Inventory is in Charles Co., Md. Inventories 1673-1717, p. 240. Samuel Cooksey's Administration Account is in Charles Co., Md. Administration Accounts 1673-1720, p. 92.

Mar. 1709/10 - Charles Co., Md. Court. William Hooke and Elizabeth his wife, executrix of Col. John Coode, deceased vs. John Lemaister and Christian his wife, executors of Samuel Cooksey, deceased. "Scire facias. Countermanded."
[annotated case caption only]

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 736.

Mar. 1709/1710 - Charles Co., Md. Court. John Smith vs. John Lemaster. Trespass on the Case. Agreed. Copy doct. sent with writ. [annotated case caption only]

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 739.

June 1710 - Charles Co., Md. Court. Cornelius White vs. John Lemaster et ux, executors of Samuel Cooksey, deceased. Trespass on the Case. Countermanded. [annotated case caption only]

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, p. 782.

Aug. 1710 - Charles Co., Md. Court. David Parsons vs. John Lemaster, of Charles Co., planter. Cornelius White, attorney for Parsons; William Stone, attorney for John. Parsons alleged that on Nov. 3, 1709 at Portobacco, John stood indebted to him in the sum of 416 pounds of tobacco "for ordinary expenses and a _____," as shown in the following account, which sum John had refused to pay although requested to do so:

Nov. 3, 1709	John Lemaster	
	16 pottels syder at 12 per pottel	192
	4 diets at 4 and 3 logeings at 12	52
	3 horse pasteridges	18
	12 pottels cyder at 12 per pottel	144
	1 dyet	10
		<u>416</u>

John appeared at court and admitted that the account as set forth was true "but says it was not demanded according to law and of this he prays may be inquired of by the Court." [John seems to be saying that Parsons failed to demand payment from him before he brought suit.] At any rate, the Court found for Parsons in the amount of 416 pounds of tobacco, plus another 313 pounds of tobacco for his costs and charges.

Source: Charles Co., Md. Court and Land Records, Liber B No. 2, pp. 808-09.

Mar. 1710/11 - Charles Co., Md. Court. John Smith vs. John Lemaster. Trespass on the Case. Agreed. [annotated case caption only]

Source: Charles Co., Md. Court and Land Records, Liber D No. 2, p. 119.

June 1711 - Charles Co., Md. Court. Gerrard Slye, Administrator of Gerrard Slye, deceased vs. John Lemaster and Christian his wife, executors of Samuel Cooksey, deceased. Richard Lewellin, attorney for Slye; William Stone, attorney for John and Christian. Slye alleged that in his lifetime Cooksey stood indebted to the Slye now deceased but then living in July 1700 in Charles Co. in the sum of 1/6/6 sterling for sundry goods and merchandises sold and delivered to Cooksey. Slye further alleged that, although requested to do so, this sum was not paid by Cooksey in his lifetime,

or after his death, either by his widow Christian the executor of his will, or by John and Christian joint executors after their marriage. Slye specifically stated that John and Christian were requested to pay the amount owed on Mar. 1, 1709/10. After continuances, the case came on to be heard at the June 1711 Court. Slye's case appears to have been thrown out, but the shorthand language used by the court to do so does not make clear (to me) the reason why. It looks as if Stone may have raised the statute of limitations as a defense and that Lewellin had no satisfactory reply, but I am not certain of that.

Source: Charles Co., Md. Court and Land Records, Liber D No. 2, pp. 157-58.

Comment: The Mar. 1, 1709/10 date gives us a date by which John and Christian were married.

July 1711 - John Lemaster and Christian his wife, executors, file an account of Samuel Cooksey's Estate in Charles Co., Md. The account showed assets of 128 pounds before disbursements. 400 pounds of tobacco were paid to the Rev. John Fraser (Church of England) for the funeral sermon, 2000 pounds of tobacco each were paid to Samuel's daughters Mary Short (wife of George Short) and Elizabeth Cooksey, and other debts of the estate were paid.

Sources: (1) 1959 report by Harry Wright Newman on the ancestry of Mary Cooksey Semmes Gibson, greatgranddaughter of Samuel Cooksey and Christian Tennison, (2) Bates, Marlene S. & Wright, F. Edward, "Early Charles County Maryland Settlers 1658-1745," p. 65, and (3) Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1708-1711," p. 90.

Aug. 1711 - Charles Co., Md. Court. John Lemaster vs. George Short, Jr. John, by his attorney William Stone, sued George Short, Jr. of Charles Co., Md., planter, for 470 pounds of tobacco. The date, place and circumstances of the debt are not set forth in this record. Short came into court and admitted that he owed John the 470 pounds of tobacco. Thus, the Court ruled for John in that amount, and also assessed Short an additional 247 pounds of tobacco for John's costs and charges in bringing the suit, and for court costs.

Source: Charles Co., Md. Court and Land Records, Liber D No. 2, p. 248.

Comment: John filed execution on this judgment at the Nov. 1712 Court. Charles Co., Md. Court and Land Records, Liber E No. 2, p. 195. At the June 1713 Court, "John Lemaster comes into court by William Stone his attorney and acknowledges satisfaction of a judgment formerly obtained here against George Short, Jr.; Vide [see] judgment ante folio 195 for 207 pounds of tobacco debt and 222 pounds of tobacco costs of suit." Charles Co., Md. Court and Land

Aug. 1712 - Charles Co., Md. Court. Thomas Wharton & Co. vs. Thomas Thomas and John Lemaster, Special Bail for Thomas Coleman. Prior to this date Thomas Wharton and Co. had sued Thomas Coleman on a debt and recovered a judgment of 12 pounds, 3 shillings, 3 pence, and 464 pounds of tobacco for costs. In Nov. 1711, Thomas Thomas, of Charles Co., planter, and John Lemaster, of Charles Co., planter, had posted a supersedeas bond of 20 pounds to guarantee that Thomas Coleman would pay any judgment rendered against him. However, Thomas Coleman did not pay the judgment, and Wharton & Co. brought this action to collect on the bond of Thomas Thomas and John Lemaster.

The case came on to be heard at the Aug. 1712 Court, at which time Thomas Coleman came into court and rendered his body in execution to the custody of the sheriff for the judgment against him as he had previously agreed to do in his own bond. "It is therefore considered by the Court here that the said Thomas Wharton & Co. be debarred from having execution against the said Thomas Thomas and John Lemaster . . . and that the said Thomas Thomas and John Lemaster be therefrom discharged."

Source: Charles Co., Md. Court and Land Records, Liber E No. 2, pp. 178-179.

June 1713 - Charles Co., Md. Court. John Smith, Sr., vs. John Lemaster. Trespass on the Case. 2nd Writ. Agreed. [case caption only]

Source: Charles Co., Md. Court and Land Records, Liber E No. 2, p. 294.

Jan. 1713/14 - Christian Lemaistre witnesses a gift of land by Oliver Burch to his son Justinian Burch in Charles Co., Md. The land given was half of a tract of land called Bowlins Plains it being laid out for 150 acres, and bounded by the land of Bowlins Reserve.

Source: Charles Co., Md. Court and Land Records, Liber F No. 2, p. 2.

Comment: Oliver Burch's wife was Christian's sister Barbara Tennison. We know this not just because Christian witnesses this deed, but from Oliver's estate we know his wife was named Barbara, and we also know that Christian had a sister Barbara. Oliver and Barbara named a son Justinian Burch, who is referred to in the ca. 1759-60 record below as Christian's nephew. Oliver Burch and John Noe, Sr. each owned half of Lombey, and John Noe Sr. was probably married to another sister of Christian and Barbara.

Aug. 1715 - Administration Account of the estate of Cornelius White, deceased, in Charles Co., Md. The account shows a

payment received by the estate from John Lamister.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland 1712-1716," p. 59.

Mar. 1715/6 - Charles Co., Md. Court. Jonathan White vs. John Lemastre. Trespass on the Case.

Source: Charles Co., Md. Court and Land Records, Liber G No. 2, p. 52.

Comment: From index; no further particulars available because Liber G No. 2 has been lost.

June 1716 - John posts supersedeas bond in Charles Co., Md. See Richard Lemaster [4.]

Mar. 1716/7 - The inventory of the estate of Thomas Hargess, deceased, of Charles Co., Md., totaled 25/13/6, as appraised by Randolph Gorden/Gardner and John Nalley. The approval of the inventory is ambiguously written as follows:

"We whose names are underwritten, two of the creditors of Thomas Hargess, late of Charles Co., deceased, approve the within appraisement, as witness our hands --

John Parry John Lemaister
Isaac Lemaister Philip Lee"

Sources: (1) Charles Co., Md. Inventories 1673-1735, p. 437, and (2) Skinner, V. L., Jr., "Abstracts of the Inventories and Accounts of the Prerogative Court of Maryland, 1715-1718," p. 20.

Comment: The text says two creditors but there are four signatures. The usual practice at this time was to have 2 creditors and 2 kin sign the inventory. So, it is unclear from the above whether the above signatures are of 4 creditors and there is a mistake in the text when it says 2 creditors, or whether 2 of the men are signing as "kin" even though the text does not say they are kin. The latter would seem more likely because the small size of Hargess' estate would not seem to justify 4 creditor signatures. And, when we look at Hargess' Administration Account in June 1718 it seems clear that the 2 Lemaisters signed the inventory as kin. This is so because the account shows only 3 creditors of the estate, 2 of them being John Parry and Philip Lee. Not being creditors of the estate, the Lemaisters were presumably kin. Hargess' administratrix is Mary Nalley, wife of John Nalley, whom I would guess is Hargess' widow and her new husband. Source: Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland 1718-1724," p. 5.

As to how the Lemasters were related to Hargess I do not know. See other Hargess references in the Index. When signing the inventory, John Lemaister makes his usual mark (a capital "E" pushed over on its side), and Isaac Lemaister

makes his usual mark.

Aug. 1719 - Charles Co., Md. Court. John Lemastre petitions the court stating that the constable of the hundred in which he resides [name of hundred not given] taxed two mulatto women born to a white woman "and having no longer to serve than till they arrive to ye age of 21 years," and prays for relief in this situation. The court finds that the allegations in his petition are true, and orders that the said mulatto women pay no more levies, and that John have refunded to him whatever taxes he had paid for them.

Source: Charles Co., Md. Court and Land Records, Liber I No. 2, p. 242.

Comment: I think John is saying that under the tax law, the women aren't taxable until they become 21, and that they aren't yet that old, but the quoted language above is not very clear.

Sep. 1720 - John gives a deposition in Charles Co., Md. in which he says that he is aged 39 or thereabouts.

Source: Charles Co., Md. Court and Land Records, Liber M No. 2, p. 103. See Abraham [1.] for complete record.

Mar. 1720/1 - "At the request of John Lemaistre, of Charles Co., planter, the two following depositions were recorded this 9th day of March 1720/21."

(1) "John Noe, aged twenty-one or thereabouts deposeth...that he heard Justinian Tennison say that he was born in Weymouth in the Kingdom of England and further this deponent saith not. Sworn June 13/30, 1720."

(2) "Abraham Lemaistre, the son of John and Sarah Lemaistre, aged eighty-one years or thereabouts, deposeth...that he was born in the Old Jerseys in the parish of Ste. Marie's, and further this deponent saith not. Sworn before me this 27th day of June, 1720. John Fendall, Walter Story."

Source: Charles Co., Md. Court and Land Records, Liber H No. 2, p. 415.

Comment: This record looks like it begins "At the request of John Lemaistre Jr..." and then the writer has crossed off the "Jr." I can't think of why John would procure these depositions and have them recorded in the Court records. Something is wrong with the Noe deposition. Justinian Tennison (John Lemaster's father-in-law) was born in England, but he died 1699. See above. So, if John Noe was only 21 in 1720/21, he wouldn't have heard Justinian Tennison say anything. It would make much more sense if it said "John Noe, upwards of 21." Both of the John Noes living at this time (father and son) were much older than 21 in 1720.

Sep. 1721 - John Lemastre, of Charles Co., Md., planter, witnesses (Sep. 1721) and presents to the Court for recording (Nov. 1721) a deed of gift of land from Abraham Lemastre [1.] to Isaac Lemastre [5.] See Abraham for more particulars. John makes his usual mark which looks like a Roman numeral III without the bottom horizontal line or a capital "E" turned on its side.

Source: Charles Co., Md. Court and Land Records, Liber H No. 2, pp. 468-69.

Jan. 1722 - Administration Account of the estate of Marmaduke Semmes, deceased, in Charles Co. The account shows that a payment of $1\frac{1}{2}$ bushels of beans (value 0/5/3) was made to the estate by John Lamastre.

Source: Charles Co., Md. Administration Accounts 1708-1738, p. 221. Semmes' administration account is also abstracted in Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland 1718-1724," p. 117.

Mar. 1721/2 - Charles Co., Md. Court. Marsham Warring vs. John Lemaistre. Debt. 120 pounds of tobacco. Agreed, defendant to pay costs. (annotated case caption only)

Source: Charles Co., Md. Court and Land Records, Liber K No. 2, p. 265.

Apr. 1722 - Thomas Turner of Charles Co., Md. for and in consideration of sundry good services I have received of John Lemaster and other good causes and considerations do give John Lemaster of Charles Co. 1 Negro called Mary, to him and his heirs forever. Signed Thomas Turner. Witnesses: Jesse Doyne and Thomas Smoot. Recorded Apr. 1722 by John Lemaster of Charles Co., planter.

Source: Charles Co., Md. Court and Land Records, Liber L No. 2, p. 4.

Sep. 1722 - John Lemaster is mentioned in his father Abraham's [1.] Charles Co., Md. will, as follows:

"I give and bequeath to my loving son John Lemaster [subject to a life estate in Abraham's wife] my dwelling plantation to him and the male heirs of his body forever, but in case the son John should die without such heirs, then it to fall and descend to the next heir of the Lemasters."

"I do make my loving son John Lemaster my whole and sole executor of this my last will and testament."

"My will is that my loving daughter Anne should dwell on some part of my land during her husband's absence where my loving son John will settle her."

Source: Charles Co., Md. Wills, Liber 18, Folio 10, Hall of Records, Annapolis, Md.

Comment: See Note 3. under Abraham Lemaster [1.] In addition to providing that Anne [6.] should dwell on Abraham's land where John shall settle her, Abraham also left Anne a milk cow during her husband's absence. John, as executor, would have been responsible for providing these benefits to Anne. This would seem to be the source of the 1729 litigation by Anne against John over her rights under Abraham's will.

Sep. 1722 - In an Oct. 1752 Charles Co., Md. deposition, Richard Edelin discusses the boundary Abraham [1.] intended in his will to separate the land left to John and the land ("Berry") left to his daughters Sarah and Mary. For complete record and sources, see Apr.-Oct. 1752 record under Sarah [2.]

Aug. 1723 - The account of William Murphey and Anne his wife, executrix, of the last will and testament of Randolph Garland, late of Charles Co., deceased. The account states that on the oath of John Lemaster 10 fat barrows and 6 sows were paid to Ledstone Smallwood as part of a legacy left by Garland to Smallwood's wife [not clear whether the livestock itself was given or the value of it in money.]

Source: Prerogative Court of Maryland. Accounts. Liber 4, p. 343. The account is also set forth in Charles Co. Administration Accounts. The Prerogative Court version is abstracted in Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland 1718-1724," p. 112.

Comment: Also mentioned in this account is John Tennison [2.]

Sep. 1723 - John Lemaster, executor of the estate of Abraham Lemaster [1.], deceased, files the account of his administration of Abraham's estate in Charles Co., Md. John lists himself among the creditors of the estate, and makes payment to himself in that capacity. Source and comments, see Abraham [1.]

Sep. 1723 - John Lemaister and John Scott, Sr., are the kin in the Charles Co., Md. estate inventory of James Williams, carpenter. John makes his mark. This same record appears under date of Jan. 1723/1724 and Mar. 1724.

Sources: (1) Maryland Genealogical Society, "The County Court Note Book," "Maryland's Next of Kin," Dec. 1929, p. 46, and Oct. 1931; (2) King, Ruth & Mitchell, Carol, "Charles County Maryland Probate Records, Inventories Part I: 1673-1753," pub. in Maryland Genealogical Society Bulletin, Vol. 25, No. 1, Winter 1984, pp. 65-6, and (3) Skinner, V. L., Jr., "Abstracts of the Inventories of the Prerogative Court of Maryland 1720-1724," p. 50.

Comment: For a discussion of the "kin" relationship between James Williams and John Lemaster, see the Jan. 1708-09 record above. John Scott, Sr.'s wife was named Catherine, and he died 1725. His next of kin were his son John Scott, Jr. (see Sep. 1740 record below) and William Scott. Catherine was his executrix. Christian had a sister Catherine. Was this her, and the reason John Scott, Sr. was kin to James Williams?

May 1724 - Administration Account of the estate of James Williams, deceased, in Charles Co., Md. The account shows a payment of 154 pounds of tobacco made to the estate by John Lemaster.

Source: Charles Co., Md. Administration Accounts 1708-1738, pp. 257-58. Williams' administration account is abstracted in Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland 1724-1731," p. 9

Nov. 1724 - Charles Co., Md. Court. Charles, Lord Baltimore vs. John Lemastre, of Charles Co., planter. In June 1724 John signed a written bond in the amount of 8000 pounds of tobacco to secure his brother Richard Lemastre's [4.] appearance at the Aug. 1724 court. When Richard failed to appear, Lord Baltimore sued John for the 8000 pounds of tobacco at the Nov. 1724 Court, and recovered that amount plus 365 pounds of tobacco in damages.

Source: Charles Co., Md. Court and Land Records, Liber N No. 2, pp. 424-426.

Comment: See Nov. 1724 record under Richard for more details.

Feb. 1724/5 - John Lemaster is one of the creditors who signs the inventory of the estate of John Simms, deceased, in Charles Co., Md.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories of the Prerogative Court of Maryland 1724-1727," p. 33.

Comment: John Simms' son Cleborn was m. to John Lemaster's daughter Eleanor, and Cleborn was executor of his father's estate. Although John Lemaster signed the inventory as creditor, the administration account of Simms' estate does not mention him.

June 1725 - Charles Co., Md. Court. We the Grand Jury do present a mulatto woman servant to John Lemastre named Jane for having a bastard child by information of Justinian Birch. Matthew Stone, foreman.

Source: Charles Co., Md. Court and Land Records, Liber P No. 2, p. 1.

June 1725 - Charles Co. Md. Court. Ordered that the clerk

issue process on all bills and presentments found at this court except that against a mulatto woman of John Lemaster which the Court conceives not _____ [presently?] to lie against her, and therefore ordered no prosecution of that presentment.

Source: Charles Co., Md. Court and Land Records, Liber P No. 2, p. 2.

1725 - In Nov. 1731, John Theobald petitioned the Charles Co., Md. Court for a land commission to examine the boundaries of Betty's Delight and Lemaster's Delight which in 1725 had been resurveyed and named Lemaster's Hope.

Source: Charles Co., Md. Court and Land Records, Liber R No. 2, p. 27.

Comment: See Richard [4.] for complete record. The record of the resurvey itself has not been found. One would think the 1725 resurvey would have been made by John as the owner of Betty's Delight and Lemaster's Delight at that time, but the name Lemaster's Hope suggests it was being done at Richard's behest.

Aug. 1725 - John Lemaster is stated to be the administrator of the estate of Richard Smith in the Inventory of Smith's estate in Charles Co., Md.

Source: King, Ruth & Mitchell, Carol, "Charles County, Maryland Probate Records, Inventories Part I: 1673-1753," pub. in Maryland Genealogical Society Bulletin, Vol. 25, No. 1, Winter 1984, p. 67.

Aug. 1725 - John Lemaster, administrator of Richard Smith, deceased, files the account of his administration of Smith's estate in Charles Co., Md. John himself was the only substantial creditor of the estate.

Sources: (1) Mitchell, Carol G., "Charles County, Maryland Administration Accounts 1708-1738," pub. in Maryland Genealogical Society Bulletin, Vol. 26, No. 4, Fall 1985, p. 363, (2) Prerogative Court of Maryland, Accounts, Liber 7, p. 91, and (3) Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland 1724-1731," p. 36.

Nov. 1725 - Charles Co., Md. Court. Ordered that Peter Noe's levy be charged to John Lemaistre.

Source: Charles Co., Md. Court and Land Records, Liber P No. 2, p. 91.

Comment: This means that Peter Noe was living with John and that John would be responsible for paying tax on Peter.

Mar. 1725/26 - Charles Co., Md. Court. George Askin vs. George Budd, Thomas Reed Garnishee. In Aug. 1725, George Askin received a writ of condemnation from the Charles Co. Court authorizing him to take 3000 pounds of tobacco of George Budd which was in the hands of Thomas Reed. Reed not having surrendered the tobacco, Askin brought suit against Reed for it at the Mar. 1725/26 Court. The Sheriff reported that Reed had been served in the presence of John Lemaster and John Hanson. Reed appeared and offered no defense so Askin was awarded judgment.

Source: Charles Co., Md. Court and Land Records, Liber P No. 2, pp. 163-64.

Mar. 1725/26 - Charles Co., Md. Court. John Lemastre vs. John Noe. Debt of 500 pounds of tobacco. Agreed. (annotated case caption only)

Source: Charles Co., Md. Court and Land Records, Liber P No. 2, p. 216.

Nov. 1726 - Charles Co., Md. Court. "Overseers appointed by the Court here for the clearing, marking and mending of the several roads and bridges in Charles Co. for the ensuing year...East Side Piles Fresh, Lower Part - John Lemaistre."

Source: Charles Co., Md. Court and Land Records, Liber P No. 2, p. 342.

Comment: Since the Rent Roll shows Simkin's Coat Back to be in Newport Hundred, one presumes the Lower Part of the East Side of Piles Fresh was either all or partly in Newport Hundred.

Jan. 1726/7 - The list of debts due to the estate of William Wilkinson, deceased, in Charles Co., Md. includes a debt of 1250 pounds of tobacco owed by John Lemaster.

Source: Charles Co., Md. Inventories, 1673-1735, p. 209.

Comment: The list of debts is itself undated; Jan. 1726/7 was the date Wilkinson's inventory was made.

Mar. 1726/7 - Charles Co., Md. Court. "John Lemaistre and Thomas Sympson by their petitions to ye court here set forth that they were bound for a certain John Williams on the administration of John Wilkinson's estate, that on the division of said estate two Negroes, namely Ignatius and William, fell to the share of one of the children of the said John Wilkinson named Eleanor, that the said John Williams

is lately absconded, and as the Petitioners are liable to make good the said child's part of said estate in case it should be embezeled, they pray the court to appoint a fit person guardian to the said child."

"Whereupon John Lemaistre one of the Petitioners is by the Court here appointed guardian to the aforesaid Eleanor, and entered into bond in the name of the said orphan with his securitys Thomas Reed and Cleborn Simms [John's son-in-law] in 120 pounds current money, On Condition that he pay to the said Eleanor when she shall arrive at lawful age (or day of marriage) so much of the said Eleanor's estate as shall come to his hands."

Source: Charles Co., Md. Court and Land Records, Liber P No. 2, pp. 412-13.

Sep. 1727 - John Lemastre, of Charles Co., Md., planter, deeds to Richard Lemastre [4.], of Charles Co., Md., carpenter, for 5000 pounds of tobacco, the following two tracts of land:

(1) "all that part or parcel of land called Betty's Delight, situate, lying and being formerly in St. Mary's County and now in Charles County, the same being first granted unto Edward Evans of St. Mary's County by his Lordship's patent bearing date the first day of August 1673, and by the said Evans by his deed of bargain and sale dated the tenth day of November, 1685 conveyed to Abraham Lemaster, father of the parties to these presents, and by the said Abraham by his last will and testament devised to the aforesaid John Lemaster...., Beginning at a bounded red oak of Capt. Boarmans near the land of Hall's Place, thence southwest 75 perches to a bounded Spanish oak, thence west and by north 75 perches to a bounded white oak, thence west 50 perches to a bounded white oak by a branch side, thence south and by east 200 perches to a bounded Spanish oak, thence east 135 perches to a bounded oak, thence with a straight line to the first bound tree, containing and laid out for 200 acres more or less," and

(2) "all that tract or parcel of land, situate, lying and being in Charles County on the east side of Zachiah Swamp called "Lemaster's Delight," originally granted unto Abraham Lemaster of Charles County by his Lordship's patent bearing date the first day of October, 1700...., Beginning at a bounded white oak standing by a roadside that leads towards Mr. Thomas Mudd's house, running thence south 33 degrees westerly 214 perches to a bounded white oak, thence south by east 210 perches, then north 33 degrees easterly 214 perches, then by a straight line drawn to the first bound tree, containing and laid out for 200 acres, more or less."

Later in the deed, in the habendum ("to have and to hold") clause, John states that "he is the true, sole and lawful owner of the above bargained premises and is lawfully seized

and possessed of the same in his own proper right as of a good, perfect and absolute estate of inheritance."

Signed John Lemaster (makes his mark). Witnesses Robert Hanson and William Morphy. Deed recorded Nov. 1727.

Source: Charles Co., Md. Court and Land Records, Liber L No. 2, pp. 393-396.

Comment: The metes and bounds descriptions of both Betty's Delight and Lemaster's Delight in this deed are identical to the metes and bounds descriptions in the original patents to these two tracts. On the same day that Richard [4.] received these lands, he sold them to Daniel Jenifer under the name "Lemaster's Hope." See Richard for details on that transaction.

John Lemaster never really owned any of his own land in fee simple. From the time of his marriage to Christian until his death he lived on Simkin's Coat Back with Christian, which was her land. True, from 1722 (Abraham's death) until 1727 (deed to Richard), he owned Betty's Delight and Lemaster's Delight but he was really more in the nature of a caretaker, because the lands were subject first to a life estate in Abraham's widow (John's mother), and then subject to defeasement upon John's death because he had no male children.

Aug. 1728 - Administration Account of the estate of Walter Story, deceased, in Charles Co., Md. The account shows a payment of 2587 pounds of tobacco made by the estate to John Lemaster.

Sources: (1) Charles Co., Md. Administration Accounts 1708-1738, p. 334, and (2) Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland 1724-1731," p. 95.

June 1729 - Charles Co., Md. Court. "Anne Noe's petition against her brother John Lemastre for a legacy left by her father Abraham Lemaster is rejected for want of jurisdiction."

Source: Charles Co., Md. Court and Land Records, Liber Q No. 2, p. 269.

Comment: See Anne [6.] for further discussion.

Feb. 1731 - John Lemaster, of Charles Co., Md., and Christian his wife, in consideration of the natural love and affection we bear them, deed to "our three sons and one daughter (viz.) Justinian, John and William Cooksey and Priscilla Barron of the province and county aforesaid...all the tract of land called Simkin and Crowback...." The deed goes on to state that Priscilla is to receive "fifty acres of the above mentioned land during her natural life and thereafter to be equally divided between our three sons above named, and all the rest of the said tract of land to be equally divided

among them and if either of them die without lawful heirs lawfully begotten of their bodys that then and in that case it shall fall to the survivors each of whom shall his equal dividend have together with full privilege to get timber anywhere on the said land for each of their necessary use." The deed goes on to reserve a life estate in John and Christian. Signed John Lemaster (makes his mark) and Christian Lemaster. Witnesses: Peter No [sic; should be Noel], James Williams, George Godfrey and William Smallwood.

Source: Charles Co., Md. Court and Land Records, Liber M No. 2, pp. 275-76.

Comment: The four grantees were Christian's children by her first marriage, John being their step-father. The land belonged to Christian, not John (see earlier records.) The name of the land is clearly written as "Simkin and Crowback" in this deed, but elsewhere it is called "Simpkin's Coat Back." According to the Charles Co. Rent Rolls it contained 400 acres in Newport Hundred (no metes and bounds or acreage stated in this deed), and was surveyed in 1672 for Thomas Simpson, but was patented to Christian's father Justinian Tennison.

(event not dated but presumably the preceding Feb. 1731 record) - In a Nov. 1782 Charles Co., Md. deposition in an ejectment action by Thomas Reed Cooksey against Hezekiah Dent, William Dent, and Justinian Cooksey, Ledstone Smallwood says that his brother William Smallwood, now deceased, and his father Ledstone Smallwood Sr. were at John Lemasters drinking, that William Smallwood went for a Doctor Adair to draw deeds for the said Christian Lemaster (whose maiden name was Tennison), the former wife of Samuel Cooksey, and then the wife of John Lemaster, to give her land to her 3 sons Justinian, John and William, that Doctor Adair did draw deeds for the sons, that the three brothers did occupy their different parts of the land, that Christian also had a dau. Priscilla, and that John Lemaster died many years before Christian. Smallwood's deposition does not date these events.

Source: Charles Co., Md. Court and Land Records, Liber Z No. 3, p. 4.

Mar. 1731/2 - Charles Co., Md. Court. John Lamastre and Thomas Sympson, Jr., their petition concerning the lands of John Wilkinson, deceased, is rejected.

Source: Charles Co., Md. Court and Land Records, Liber R No. 2, p. 86.

Mar. 1734/5 - Charles Co., Md. Administration Account of John Eburnathy, deceased. Payment of 643 pounds of tobacco received by the estate from John Lemastre.

Sources: (1) Charles Co., Md. Administration Accounts, 1708-1738, p. 439, and (2) Skinner, V. L., Jr., "Abstracts

of the Administration Accounts of the Prerogative Court of Maryland, 1731-1737," p. 82.

June 1736 - Charles Co., Md. Administration Account of James Maddox, deceased. Payment of 2/6/8 received by the estate from John Lamastre.

Sources: (1) Charles Co., Md. Administration Accounts, 1708-1738, p. 506, and (2) Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland, 1731-1737," p. 150.

June 1736 - Charles Co., Md. Administration Account of John Smallwood, deceased. Payment of 12 shillings, 10 pence received by the estate from John Lemastre.

Sources: (1) Charles Co., Md. Administration Accounts, 1708-1738, p. 508, and (2) Skinner, V. L., Jr., "Abstracts of the Administration Accounts of the Prerogative Court of Maryland, 1731-1737," p. 150.

Aug. 1736 - In an Aug. 1736 Charles Co., Md. deposition, John Lemaster, Sr., aged 55 years or thereabouts, said that at the place where he now stands, being on the East side of Zachia Swamp in Charles County before the plantation of Isaac Lemaster [5.] in a branch falling into the said swamp that a white oak now lying upon ye ground this deponent's father [Abraham] told him was a bounded tree, which tree he since apprehended to be a bound tree of a tract of land called Betty's Delight. John makes his mark.

Source: Charles Co., Md. Court and Land Records, Liber T No. 2, p. 224.

Comment: For more information about this deposition, see Jun-Aug. 1736 record under Isaac [5.]

Feb. 1737 - John Baptist Boarman and wife Elizabeth lease to John McDaniel and wife Elizabeth for 21 years at the rate of 500 pounds of tobacco per year, part of a tract of land in Charles Co. called Simpson's Supply, "beginning at the out side of the branch next to John Lemasters which is between Patrick Ferrells and the said Lemasters, thence running to the out side of the said branch until it comes midway between Robert Davis and Tennison's land, thence running a straight course between the road to Robert Davis' orchard, thence running as the line goes by Patrick Ferrill's until it comes to the outside of the branch, next to John Lemasters." [No acreage given] Witnesses: Gustavus Brown and Henry Hawkins.

Source: Charles Co., Md. Court and Land Records, Liber O No. 2, pp. 199-200.

Comment: Also in Feb. 1737, John Baptist Boarman and wife Elizabeth lease to Daniel Beadon and wife Jane for 21 years at the rate of 700 pounds of tobacco per year, part of a tract of land in Charles Co. called Simpson's Supply,

"beginning at the outside of the branch next John Cooksey's, then with a straight line through the old fields to a severn? bush, thence to the lower end of the orchard next Patrick Ferrill's, thence with the outside line of the said Simpson's Supply till it comes to George Short's land, thence with Short's line till it comes to the said branch, then with the said branch till it come to the beginning." [no acreage given] Source: Charles Co., Md. Court and Land Records, Liber O No. 2, pp. 206-07.

The Charles Co., Md. Rent Roll shows (1) Simpson Supply, containing 200 acres, surveyed Apr. 1659 for Thomas Simpson on the South side of Piscattaway in Chingamuxon Hundred, and (2) Sympson's Supply, containing 500 acres, surveyed May 1665 for Thomas Simpson in ye woods near ye land of Francis Hernly [sic; should probably be Fernly], in Newport Hundred.

It appears that the record is speaking of the May 1665 Sympson's Supply, and that the land of John Lemaster adjoining it was Simkin's Coat Back, which, although not owned by John, was the land on which he lived with wife Christian during her life estate therein.

Mar. 1737 - John Parnham of Charles Co., Md., makes his will (probated May 1738) and leaves to daughter Elizabeth "personalty, some of which des. as bought of John Lemaster."

Source: The Maryland Calendar of Wills, by Jane Baldwin, Vol. VII (1732-1738), p. 248.

Comment: What does "des." stand for? "described?"

ca. 1737 - In a Jan. 1744/5 Charles Co., Md. deposition Nathaniel Sute said that about 7 or 8 years ago [so ca. 1737] he heard John Lamaster say that about that time he saw a tract of land belonging to Thomas Barron called Dogwood Fortune _____ and that they came over the main road by a tree where this deponent now stands being the fourth bound tree of this deponent's land.

Source: Charles Co., Md. Court and Land Records, Liber Y No. 2, p. 344.

Comment: For more information about this deposition, see Jan. 1744/5 record under Isaac [5.]

ca. 1737 - In a Jan. 1744/5 Charles Co., Md. deposition Thomas Jameson said that about 7 or 8 years ago [so ca. 1737] he was in company with John Lamaster now deceased riding along the main road near the place where this deponent now stands and the said John Lemaster showed him a stump of a tree on or near this place and told him it was the bound tree of a tract of land Mr. Burch bought of Mr. Bowling and also the bound tree of Nathaniel Sute's land, John Dent's land and Thomas Barron.

Source: Charles Co., Md. Court and Land Records, Liber

Y No. 2, p. 344.

Comment: For more information about this deposition, see Jan. 1744/5 record under Isaac [5.]

1740 - John died in 1740 in Charles Co., Md.

Source: Md. General References pt. 37, Inventory of Estates 1718-77, Prerogative Court of Md., Charles County, Liber 25, p. 7.

Apr. 1740 - The Inventory of John Lemaster, late of Charles Co., deceased, is filed and approved by the Charles Co., Md. Court on Apr. 8, 1740. The Inventory lists Negro man Jack (35.0.0), Negro woman Nann (34.0.0), considerable livestock, beds and bedding, furniture, 2 old pistols, kitchen utensils and other household items, tools, a branding iron, 1 barrel of Indian corn, and 6 bushels of hominie beans. The Inventory was appraised by G. Hatton and Thomas Middleton, Jr., and totaled 120 pounds, 11 shillings. The Inventory was signed by James Sayers and John Parnham, creditors, and by Thomas Barron and John Cooksey, kin. On Apr. 26, 1740, Christian Lemaster, John's administratrix, makes oath that it is a true inventory, that she knows of no concealment of any of John's property, and that if she learns of other assets she will account for same.

Source: Charles Co., Md. Inventories 1735-1752, pp. 118-119. A brief abstract of the Inventory may also be found in (1) "Charles County Maryland Probate Records, Inventories Part I: 1673-1753," by Ruth King & Carol Mitchell, published in the Maryland Genealogical Society Bulletin, Vol. 25, No. 1, Winter 1984, p. 79, and (2) Skinner, V. L., Jr., "Abstracts of the Inventories of the Prerogative Court of Maryland 1738-1744," p. 23.

Comment: John Cooksey is John's stepson. Thomas Barron is the husband of John's step-daughter Priscilla Cooksey.

Sep. 1740 - Christian Lemaster signs the Charles Co., Md. Inventory of John Scott, deceased.

Sources: (1) Charles Co., Md. Inventories 1735-1766, p. 140, and (2) Skinner, V. L., Jr., "Abstracts of the Inventories of the Prerogative Court of Maryland 1738-1744," p. 43.

Comment: A total of 7 different people sign the inventory, an unusually high number. It is not clear from the inventory whether Christian signs as kin or creditor. An examination of both the preliminary and final account administration of John Scott's estate by his widow Elizabeth Scott, does not show Christian Lemaster (or husband John) as a creditor paid by the estate. This suggests that Christian probably signed the inventory as kin. John Scott was a son of John Scott, Sr., and wife Catherine (see Sep. 1723 record above.) If we are correct that Catherine Scott was Christian's sister,

then Christian would be signing this younger John Scott's inventory as his aunt. The final administration account of this John Scott's estate lists his and Elizabeth's 8 children as Katherine, William, Justinian, Elizabeth, John, Mary, Thomas and Zachariah Scott.

Oct. 1741 and Mar. 1743 - The preliminary account of Christian's administration of her husband John Lemaster's estate was filed Oct. 22, 1741 in Charles Co. The account shows assets of 175.1.6 sterling, consisting of 120.11.0 from the estate inventory, 50.0.6 from a crop of tobacco, and 4.10.0 received from Thomas Middleton Jr. The payments and disbursements made by Christian totaled 73.5.9 sterling. In addition to funeral expenses, administration fees, and Christian's salary as administratrix and her expenses in packing and shipping a crop of tobacco, John's creditors were paid off in either tobacco, cash, or a combination of the two. The creditors paid were William Simpson, Luke Davis, John Parnham, Joseph Pile, Ignatius Tennison [John's nephew], Ann Eburnathy [ran an ordinary], Martha Yoakley [also ran an ordinary], John Cooksey [John's stepson], Dr. Parnham, Thomas Barron [husband of John's step-daughter Priscilla Cooksey], Mary Semmes, William Cooksey [John's stepson], Margaret Ward, Dr. Gustavus Brown, and Walter Harmon.

This left a balance in the estate's account of 101.15.9 sterling due to John's heirs who were listed as the widow Christian and John's grandson Cleborn Semmes. Witnesses to the account were Justinian Cooksey [John's stepson] and Daniel Murphy. However, instead of closing out the estate at this point, Christian requested another 12 months to pay any additional creditors of John's estate.

The final account of Christian's administration of John's estate was filed Mar. 31, 1743 in Charles Co. Additional fees, administratrix' salary, and one creditor (Robert Yates, factor for John Goodwin, merchant of Liverpool) were paid, totalling 13.14.2. This left an estate balance of 88.1.7 sterling for distribution to widow Christian and grandson Cleborn Semmes, Jr. Witnesses were Justinian Cooksey and Daniel Murphy of Charles Co.

Source: Charles Co., Md. Administration Accounts 1738-1759, pp. 45 (prelim. account) and 73-74 (final account.)

Comment: As Christian states in both the preliminary and final accounts, John's only heirs were Christian herself and John's grandson Cleborn Semmes, Jr. Under the laws of intestacy at the time, the surviving spouse was entitled to 1/3 of the estate, and the deceased's descendants (his living children, together with his grandchildren by any of his children who had already died) were entitled to the other 2/3. John had only one child, Eleanor; Eleanor had predeceased John; and Eleanor had only one child, Cleburn Semmes, Jr. Thus, Christian was entitled to 1/3 of John's

estate, and grandson Cleburn Semmes, Jr., was entitled to the other 2/3.

Mar. 1743 - Charles Co., Md. Probate Court. Cleburn Semmes, Jr., of Prince Georges Co., Md., an infant under the age of 21, by Cleburn Semmes, Sr., his father and guardian vs. Christian Lemaster, of Charles Co., Md., widow and administratrix of John Lemaster, late of Charles Co., deceased. This suit was brought in Mar. 1742/43. Semmes alleged that Eleanor was John's only child, that Eleanor had predeceased John, that Cleburn Semmes, Jr. was Eleanor's only child, and that Christian had refused to pay over the share of John's estate that was due to Cleburn Semmes, Jr., despite repeated requests that she do so. Christian had no real defense. First, she tried to claim that she had no knowledge that Cleburn Semmes, Jr. was John's only descendant [belied by both her preliminary and final account of John's estate.] With respect to the previous requests by Semmes that she pay over the portion due to Cleburn Jr., she claimed that the reason she had not done so was because she was concerned that future creditors of John might appear [belied by the fact that she had already extended John's administration account in the event of late creditors, and had only then closed the estate; also Semmes presented depositions of John Biggs, Marmaduke Semmes, and William McPherson Jr. that Semmes had offered security for that contingency.] In July 1744, the Court found that Cleburn Semmes, Jr. was entitled to 2/3 of John's estate, including the Negro Nann. Semmes' attorney was Henry Darnall, and Christian's attorney was Stephen Bordley.

Source: Maryland Prerogative Court (Testamentary Papers), Box 44, File # 40. The substance of this litigation is also reported in Newman, H. W., "The Maryland Semmes and Kindred Families," p. 121, 1956, Maryland Historical Society.

Apr. 1751 - Christian Leamstear [sic] signs, as next-of-kin, the inventory of Jestinian Williams, deceased, in Charles Co., Md.

Source: Skinner, V. L., Jr., "Abstracts of the Inventories of the Prerogative Court of Maryland 1748-1751," p. 106.

Comment: Justinian appears to be Christian's nephew, being the son of her sister Elizabeth. See discussion under the Jan. 1708/9 estate of Samuel Cooksey. Christian's son William Cooksey was a creditor of Justinian Williams' estate

1753-1756 - Christian is in the 1753-56 Charles Co., Md. Debt Books with 87½ acres of Simpson's Coatback.

Source: 1753 Charles Co. Debt Book, p. 62; 1754 Charles Co. Debt Book, p. 68; 1755 Charles Co. Debt Book, p. 53; 1756 Charles Co. Debt Book, p. 52. Maryland State Archives, Microfilm Roll No. SR 7992.

Comment: "Debt Books" are the county's land tax lists.

1753 is the first year they are extant. In the 1754 and 1756 Books, no tax is listed beside Christian's name and land. In these Debt Books, the remainder of Simpson's Coatback is taxed to Thomas Barron (50 acres) and to Justinian, John and William Cooksey (87 $\frac{1}{2}$ acres each.)

May 1755 - Charles Co., Md. Deposition. "Christian Lamaster, aged 75 years and upwards, being duly sworn declares that upwards of 60 years ago she remembers the death of Marmaduke Simms, and that his eldest son was named Anthony and was always reputed so by the neighbors, and his eldest son, viz. the said Anthony Simms, was named Marmaduke, and his eldest son, now alive, is named Anthony." Christian makes her mark which looks like either a capital "p" or a capital "D." Christian's deposition was recorded at the request of Anthony Simms.

Source: Charles Co., Md. Court and Land Records, Liber A No. 3, p. 335.

June 1758 - Christian Lemaster makes her mark as one of the kin approving the Charles Co., Md. inventory of the estate of her son John Cooksey.

Sources: (1) Charles Co., Md. Inventories, Liber D, No. 4, pp. 150-51, (2) Prerogative Court of Maryland, Inventories, Liber 65, p. 468, and (3) Skinner, V. L., Jr., "Abstracts of the Inventories of the Prerogative Court of Maryland 1755-1760," p. 63.

Aug. 7, 1758-Spring of 1759 - In a Nov. 1782 Charles Co., Md. deposition in an ejectment action by Thomas Reed Cooksey against Hezekiah Dent, William Dent and Justinian Cooksey, William Simpson of Charles Co., age ca. 71, states that he was sent for by Christian Lemaster, dau. of John [sic; should be Justinian] Tennison, to write her will Aug. 7, 1758, that he made out a will for her, that she died in the Spring of 1759, and was buried on the top of a hill where a Protestant church formerly stood. Simpson then sets out the text of the will, in which Christian Lemaster of Trinity Parish, Charles Co., Md., leaves household goods and cattle to son Justinian Cooksey, and household goods to son William Cooksey. Simpson also states that Justinian Cooksey was the eldest son of Christian Cooksey who later married John Lemaster, and that Thomas Reed Cooksey was the eldest son of Justinian Cooksey.

Source: Charles Co., Md. Court and Land Records, Liber Z No. 3, p. 3.

Comment: Simpson does not say that the will was signed and witnessed. At any rate, it was never entered for probate.

ca. 1759-60 - In a Nov. 1782 Charles Co., Md. deposition

in the same ejectment action by Thomas Reed Cooksey, Susannah Smallwood, aged about 71 years, says that Christian Lemaster died before the deponent's father, Justinian Burch, who has been dead about 22 years; that when she [Susannah] went to see her father, she asked him if his aunt [Christian] was deceased, and he replied that she was.

Source: Charles Co., Md. Court and Land Records, Liber Z No. 3, p. 4.

ca. 1761-62 - In a Nov. 1782 Charles Co., Md. deposition in the same ejectment action by Thomas Reed Cooksey, Zephaniah Murphy of Charles Co., age 37, states that he knew Christian Lemaster who died more than 22 years ago, that she had 3 sons, Justinian, John and William Cooksey, that about 1761-62 he helped remove the house in which Christian Lemaster lived at the request of her son Justinian Cooksey, and that Christian had been dead some time before the removal of the house.

Source: Charles Co., Md. Court and Land Records, Liber Z No. 3, p. 3.

NOTES

Note 1.

Abraham's Origins and Background.

The June 1720 record establishes Abraham's origins as Jersey in the Channel Islands. Jersey is the largest of the Channel Islands, and Ste. Marie's Parish is located on its northern coast. The Channel Islands are situated in the English Channel, but closer to France than to England. Although originally settled by people from Normandy and Brittany, the Channel Islands have belonged to England since the Norman Conquest in 1066. Despite being part of Great Britain for over 900 years, French remained the official language there until fairly recent times. The Channel Islands were occupied by Nazi Germany during W.W. II. Today they are known as a tax haven.

Abraham's Channel Islands origins coincide nicely with Lord Baltimore's Amended Conditions of Plantation (discussed below) and further dispel the notion that Abraham might have been an immigrant from France. Thus, at the time of his emigration to Maryland, Abraham was a British subject, as were virtually all the settlers in Maryland at this time, although he was of French descent and probably spoke French in addition to English. It would seem unlikely that Abraham came directly from Jersey to Maryland. More likely the ship he was on departed from an English port, and perhaps Abraham had a residence in England for a time prior to sailing for Maryland.

Although Abraham is generally claimed to have been a Protestant, there is really no evidence of his religious persuasion, and he may have been a Catholic. Although most of the earliest immigrants to Maryland were Catholic, by the time of Abraham's arrival, there were considerable numbers of Protestants in Maryland owing to the confluence of Lord Baltimore's practice of religious toleration, and the absence of same in Virginia. Because of religious problems associated with the monarchy in England, it became very difficult to be a Catholic in Maryland after 1689, so that even if Abraham were originally Catholic it would not be surprising if the family became Protestant thereafter. The Huguenot Society (French Protestants) has accepted descendants of Abraham for membership, but I know of no basis for their decision to do so. I have the notion that French Protestants were more likely to use Old Testament names (Abraham, Isaac, Jacob) than their Catholic counterparts, but would need to have the advice of a Huguenot expert as to whether this is so.

Not only did individuals, then as now, change their religious preference for reasons of conscience (or convenience), but with the unique religious status of Maryland for the first 50 years or so of its existence, there was

considerable intermarriage between Catholics and Protestants. Abraham's daughter Sarah [2.] seems rather likely to have been a Catholic because she and her husband John Tennison named a son Ignatius, and her husband John was probably a Protestant. On the other hand, Abraham's daughter Mary [3.] was surely a Protestant because her husband was an Anglican minister. At any rate, nearly all of Abraham's later descendants were Protestants.

As to his occupation, Abraham is never called anything but "planter" (farmer). The words "planter" and "plantation" in early Maryland do not have the grandiose connotation we attribute to them in the Ante-Bellum South, but applied to even small farmers barely eeking out a living on their land.

The records of Abraham indicate that he was literate, but some of his children were not.

Abraham's Wife.

We do not know the name of Abraham's wife. Despite the many records found for Abraham, none mentions his wife's name. In the past it was presumed that her name was Elizabeth because the name of Abraham's property was "Betty's Delight." However, the property was already named Betty's Delight when Abraham acquired it in 1685 from Edward Evans. Betty's Delight was patented to Edward Evans in 1673, and Evans' wife was named Elizabeth. See, e.g, the May 1686 deed of Edward Evans and Elizabeth his wife to William Keech. Thus, Betty's Delight was doubtless named for Elizabeth Evans.

Nor is it a useful argument to suggest that Abraham would have changed the name of Betty's Delight to something else if his wife had not also been named Elizabeth. Land kept its original patented name indefinitely despite a series of succeeding owners. Not having any alternative system to keep track of land, land continued to be called and kept track of in official records (deeds, rent rolls, debt books, wills, etc.) by its original patented name. Betty's Delight, for example, was still so called as late as 1785, over 60 years after Abraham's death.

Further circumstantial evidence that Abraham's wife was not an Elizabeth is that (1) Abraham did not name a daughter Elizabeth and, (2) so far as we know, none of Abraham's children named a daughter Elizabeth.

None of this, of course, establishes that Abraham's wife was not named Elizabeth; it is just not particularly likely to have been the case.

As a matter of fact, I believe it is likely that Abraham had more than one wife. This is suggested by the birth spacing of Abraham's three sons, and an insufficient number of daughters to indicate a continuous series of children by one wife. Second son John was b. 12-14 years after Richard, and third son Isaac was b. another 13 years after John. Although infant mortality was high in those days,

the death of women in childbirth was also high (as was mortality in general.) A large percentage of both men and women married more than once because of the death of a spouse. A second, and younger, wife seems particularly likely for Abraham's last son Isaac who was not born until 1695.

Whatever the name of Abraham's (1st?) wife, I suspect that her father's name was Richard. Abraham and wife named their first son Richard, and it was not a Lemaster family name. Second son John was likely named for Abraham's father John Lemaster, and third son Isaac was perhaps given the name because in the Bible, Isaac is the son of Abraham. In those days, a father nearly always named a son after himself, but if Abraham had a son Abraham he must have died as a child. Eldest daughter Sarah was probably named for Abraham's mother. The other daughters Mary and Ann may have been named for Abraham's wife and/or the wife's mother.

Given the known and approximate dates of birth of Abraham's children, it seems quite likely that Abraham came to Maryland as a single man, and did not marry until some time after his arrival. If Abraham did have a second wife, it is likely that she was a widow since widowers more frequently married widows, and vice versa.

When Did Abraham Come to Maryland?

We know that Abraham was in Maryland by Sep. 1662 when he witnessed the Houldcraft will. How much earlier was he there?

Under the terms of Lord Baltimore's original Conditions of Plantation, a person received land for transporting himself and others to Maryland. Persons who were transported at someone else's expense contracted to repay the cost of their transportation by agreeing to act as a servant for a period of years, and were called "indentured servants." Indentured servants were not entitled to free land, and after completing their period of servitude they were expected to lease a tenancy.

In 1648, the Conditions of Plantation were amended to provide that indentured servants who had satisfactorily served out the contract with their transporter were entitled to claim 50 acres of land. The Amended Conditions of Plantation of 1648 also required that former indentured servant land applicants be of British or Irish lineage, that their period of servitude have been not less than 3 years, and that they apply for their land rights within one year after they finished their period of servitude.

This is the category that Abraham falls into. That is, he was an indentured servant who had come to Maryland after 1648, and having completed his period of servitude, he became entitled to 50 acres of free land. This he did in Nov. 1668.

According to "The History of Charles County, Maryland," by Margaret B. Klapthor and Paul D. Brown, p. 153, the cost

of passage to Maryland was about six pounds sterling, and the period of servitude (the time in which the passage cost would be worked off) depended upon the skill, ability and value of the servant. The authors state that a period of five years was the usual indenture period for a farm worker or other unskilled person without a trade. Shorter indenture periods were generally for persons with a valuable skill, and longer indenture periods were generally for debtors, petty criminals or others being involuntarily transported to Maryland.

I did my own survey of the first 200 pages in the Skordas book and found 43 people who received land for service under the 1648 Amended Conditions of Plantation. There is a bell-shaped curve, peaking at 6 years' servitude (7 men). 4 and 5 years servitude produced 5 men each, and 7 and 8 years' service had 3 and 4 men respectively. 3 and 9 years' service had only 1 man each. The results of this survey coincide pretty well with Klapthor and Brown's conclusions.

Was this new benefit for servants after 1648 (free land) necessary because of a decrease in persons willing to serve under the former conditions, or had their numbers remained about the same, but increased immigration was wanted? And, in this regard, one wonders if the average period of servitude lengthened slightly after 1648 when free land became available to the servants.

From the 1662 and 1668 records of Abraham, we know that he had been in Maryland 6 years when he proved his land right, and if the terms of the Amended Conditions of Plantation were complied with (1 year to apply), then the end of Abraham's period of servitude would have been between Nov. 1667 and Nov. 1668, and presumably closer to the latter date, since why wait around for a year to claim your entitlement? These dates already give us a 5-6 year period for Abraham's servitude, and it seems unlikely to me that Abraham came to Maryland before 1661, and maybe not until 1662, because otherwise he would have had an unusually long period of servitude. That Abraham's occupation was as a farmer seems consistent with a period of servitude of about 5-6 years.

The John Smith who transported Abraham to Maryland ca. 1662 was entitled to 50 acres of land for having transported Abraham. This would be in addition to the 50 acres each that John was entitled to for transporting himself and any others that came with him in addition to Abraham. However, no John Smith ever claimed land for having transported Abraham. This is unfortunate for us because had John Smith claimed the 50 acres due him for transporting Abraham, we would have a better date for the transportation, know the entire group of persons that came together, and know the location of the land that was granted to John Smith, which is probably where Abraham lived during his period of servitude. Nor does it appear that John Smith assigned (sold)

his right to 50 acres for Abraham's transportation to someone else because no one else ever claimed land for transporting Abraham either.

I have tried to do some John Smith research in early Maryland, but the name is just too common. There are so many John Smiths who came to Maryland at an early date that we cannot even conclude which John Smith was Abraham's transporter. One assumes that the John Smith who transported Abraham lived in St. Mary's Co. Unfortunately, the only source that shows the various John Smiths who came to Maryland (Skordas) does not indicate which county they came to. Nor can one just turn to the records of St. Mary's Co. to find which John Smith(s) were there at the appropriate time because the early records of St. Mary's Co. have all been lost.

I have a suspicion that the John Smith who transported Abraham died before he was able to claim land for Abraham's transportation, and that the John Smith of whom we have some mention in the early records of the Lemaster family (see Index) was his son.

Note 2.

Available Records.

The biggest problem with tracing Abraham's land ownership is that Abraham's lands were located in St. Mary's Co., Md. until 1696, and all of the St. Mary's Co. deeds (and court records) prior to 1696, and for many years thereafter, have been lost. Beginning in 1696 (when Abraham was nearly 60 years old), Abraham lived in Charles Co., Md. due to a boundary modification between the two counties when the western portion of St. Mary's Co. (where Abraham's lands were located) was transferred to Charles Co. The 1696 boundary revision also gave Charles Co. outlet on the Patuxent River. At the same time (1696) all of northwestern Maryland which had previously been in Charles Co. was transferred to the newly created Prince Georges Co.

Charles Co. had been in existence since 1658, so the the adjustment of its boundary with St. Mary's Co. in 1696 (transferring western St. Mary's Co. into Charles Co.) was an adjustment between existing counties, and not the more common situation where a new frontier county is created out of an existing county, such as the Prince Georges creation out of Charles Co.

Unlike St. Mary's Co., Charles Co. deeds and court records have been preserved. Thus, for the period that Abraham resided in Charles Co. (1696-1722), we have a much more complete set of records for him. And, fortunately, a few of those records refer back to events that happened in St. Mary's Co.

Abraham's Lands: An Overview.

Although he had the right to a patent for 50 acres of "Lanternum" after his period of servitude (1668), Abraham relinquished that right, apparently in return for a deed of 100 acres of George's Rest in 1671 from William Boarman, the local manor lord, who wanted all of Lanternum. As near as can be told, Abraham was landless from 1668-1671 but was apparently guaranteed George's Rest, which was the first land he owned in Maryland.

At different times, Abraham owned three different parcels of land in the part of St. Mary's Co. that was transferred to Charles Co. in 1696: George's Rest, St. Stephen's Coleman, and Betty's Delight. None of these was patented to Abraham. In fact, George's Rest was never patented, it being a part of a larger tract originally patented to William Boarman.

Abraham had already disposed of both George's Rest and St. Stephen's Coleman by 1696 when those lands were moved from St. Mary's Co. to Charles Co.

All of the above means that we have neither the deeds to Abraham of George's Rest or St. Stephen's Coleman nor the deeds by Abraham when he disposed of those parcels. And having disposed of them by 1696, he is not shown as associated with either George's Rest or St. Stephen's Coleman in the first extant Rent Roll (ca. 1707.) What we know of Abraham's ownership of George's Rest and St. Stephen's Coleman in St. Mary's Co. derives from references to same in other documents, particularly later records of Charles Co.

With respect to Betty's Delight, Abraham held that land until his death in 1722, so we have the records of it in Charles Co. during the period 1696-1722, and Charles Co. records also give us Abraham's purchase of Betty's Delight from Edward Evans in 1685 while it was still in St. Mary's Co.

From the Charles Co. deeds, we know that Abraham did not purchase any land in Charles Co. after 1696, however, he did have an original patent issued to him of Lemaster's Delight in 1700. Abraham held Lemaster's Delight until his death. Lemaster's Delight was the only land ever patented to Abraham.

In Sep. 1721, Abraham deeded land he called "S_ar:gid's" to his son Isaac, and in Sep. 1722 Abraham's will devised land he called "Berry" to his daughters Sarah and Mary. The origin of those two parcels is obscure. No patents were ever issued for the names S_ar:gid's? or Berry, neither of them were deeded to Abraham after 1696, and neither appears on the Rent Roll. We have no record of Abraham's acquisition or ownership of lands by these names until he disposes of same to his children in 1721-2. Were they names given by Abraham to parts of Betty's Delight and/or Lemaster's Delight that he carved out of those larger parcels for his children? Or were they different lands altogether? The former appears

more likely because in later conveyances of the land given to Isaac and Sarah, they are referred to by or in connection with the name Betty's Delight.

The only land mentioned by Abraham in his will, other than Berry, was "my dwelling plantation," but Abraham's will did not state what lands comprised his "dwelling plantation." This matter is discussed in Note 3.

Were Betty's Delight and Lemaster's Delight contiguous? The patent to Lemaster's Delight does not give adjoining landowners, nor does John Lemaster's [7.] Sep. 1727 deed of both parcels express that they were contiguous. But from the Apr. 1732 land commission for John Theobald on behalf of Daniel Jenifer, we know that they were.

If the reader starts adding up all the acreages stated to be in Betty's Delight, Lemaster's Delight, Lemaster's Hope (discussed elsewhere), the lands given by Abraham to son Isaac and daughters Sarah and Mary, and the land of Abraham's grandson John Lemaster called Betty's Delight in 1747, one comes up with more than the total 400 acres Betty's Delight and Lemaster's Delight were said to contain.

One possibility is that, although the original patents to Betty's Delight and Lemaster's Delight are said to contain 200 acres each, that in fact, one or both of them actually turned out to be larger than that. This was not an uncommon situation at the time, given the great imprecision in laying off lands at the time they were patented. This was recognized by the patents themselves which invariably stated the acreage being patented to contain so many acres "more or less." The appropriate procedure when land was believed to have substantially more acres than was stated in its patent was to have the land resurveyed, thus giving the landowner clearer title to his larger parcel. But this was not always done. One had the expense of the resurvey, the likelihood of running up against conflicting claims of adjoining landowners, and, when the resurvey indeed showed increased acreage, this meant higher taxes because of the greater acreage.

I made an attempt to plot Betty's Delight and Lemaster's Delight, showing the lands of adjoining landowners, and anchoring it all to landmarks that are identifiable on current maps. The goal was a presentation that would allow the reader to see the present location of Abraham's lands. Unfortunately, I was not able to come up with anything even remotely useful.

I believe that most of the Lemaster lands, adjoining Zachiah Swamp as they did, may have been poorly suited for cultivation. I think this has continued to the present day, with the lands not being farmed but being in a state forest preserve.

Betty's Delight.

Our greatest interest is in Abraham's seated plantation

"Betty's Delight." Abraham's land called Betty's Delight was originally patented to Edward Evans in Aug. 1673.

Although people tried to give their lands unique names, some names were duplicated or so nearly so that confusion could arise.

The 5 following similarly named Charles Co. properties were patents of different pieces of land.

(1) June 1671 - Betty's Delight, 150 acres, patented to Thomas Corker (wife Elizabeth); always located in Charles Co; Port Tobacco Hundred.

(2) Aug. 1673 - Betty's Delight, 200 acres, patented to Edward Evans (wife Elizabeth); land in St. Mary's Co. when patented, but after 1695 in Newport Hundred of Charles Co.

(3) Dec. 1688 - Elizabeth's Delight, 1000 acres, patented to William Diggs (wife Elizabeth); land in Charles Co. when patented, but after 1695 in Prince Georges Co.

(4) Mar. 1764 - Betsey's Delight, 39 acres, patented to Hezekiah Franklin.

(5) Oct. 1766 - Betsy's Delight, 138 acres, patented to Francis Posey, Jr.; originally part of a tract called St. Thomas.

There is some confusion in the records between Corker's Betty's Delight and Evans' Betty's Delight which is discussed below. As stated above, Abraham Lemaster's Betty's Delight was the Betty's Delight containing 200 acres that was patented to Edward Evans on Aug. 1, 1673. "Lemasters, U.S.A.," p. 11, is incorrect in stating that Evans' Betty's Delight was patented in 1663; it was 1673. Evans received the patent to Betty's Delight by assignment from Richard Edelen, the assignee of William Boarman, the assignee of Thomas Notley. Notley's right to 200 acres occurred by virtue of his transporting 4 men (50 acres per man) to Maryland in 1670. Evans himself was one of 7 persons transported to Maryland by Notley but in 1665 (Liber 9, Folio 24).

The metes and bounds description of the Betty's Delight patent to Evans is as follows: "beginning at a bounded red oak of Capt. Boarman near the land of Hall place, thence s.w. 75 perches to a bounded Spanish oak, thence west by north 75 perches to a bounded white oak, thence west 50 perches to a bounded white oak by a branch side, thence south and by east 200 perches to a bounded Spanish oak, thence East 135 perches to a bound oak, thence until it comes to the first bound tree, containing 200 acres more or less." This patent of Betty's Delight to Evans in Aug. 1673 may be found in Liber 17, p. 221, Maryland Land Office Patent Records.

Betty's Delight was surveyed for Evans in Aug. 1672 according to Maryland Rent Rolls, No. 8, Charles Co. 1642-1775, p. 367. The Rent Roll (ca. 1707) shows the land (200 acres) to be in Newport Hundred, with an annual rent of 8 shillings. After setting forth the original 1672 survey

for Evans, the Rent Roll shows Abraham Lemaster as its owner. The facing page of the Rent Roll shows later dispositions of the land. It says first that John Lemaster deeded this land (200 acres) to Richard Lemaster in Sept. 1727. Following that it says Sarah Tennison deeded 60 acres of this land to Thomas Higdon in June 1752. Both these deeds are reported elsewhere.

Because of the destruction of St. Mary's Co. deeds, we have no record of the conveyance of Betty's Delight by Evans to Abraham Lemaster, but know that it occurred in Nov. 1685 from John's Sep. 1727 deed. Betty's Delight is given the same metes and bounds description and acreage in both the patent to Evans and in John's 1727 deed to Richard.

The reader will notice that the only reference point given for Betty's Delight is that it begins "at a bounded red oak of Capt. [William] Boarman near the land of Hall Place." This was probably because the surrounding land was still wilderness without adjoining landowners yet in place. Notice that Betty's Delight is "near" [but does not adjoin] Hall's Place. Hall's Place was a 450 acre tract owned by William Boarman and given by deed of gift in 1678 to his daughter Sarah Boarman Matthews Mudd. "Hall's Place" passed to Sarah's 3 children: Sarah Matthews (m. John Sanders), Mary Matthews (m. Thomas Simpson) and Thomas Mudd. In Sep. 1703 they deeded Hall's Place to Thomas Jameson. Hall's Place was bounded by Robert Green and William Boarman's Manor "Content."

In the same deed, the Sanders', Simpsons' and Mudd also conveyed to Thomas Jameson "The Addition" late made by the said William Boarman "Beginning at a bounded poplar bounded upon a Resurvey of the said Manor being the easternmost bound tree of the aforesaid Hall's Place, and running from thence south 18 degrees easterly 14 perches to a bounded red oak of Bowling's Reserve and also a bounded tree of the land called Jarvis, then by the said land of Jarvis south 35 degrees westerly 109 perches to a bounded white oak of the said land, then by the said land south 52 degrees easterly 85 perches to a bounded red oak of the said land, thence south 41 degrees west 87 perches to a bounded white oak of Betty's Delight now in the possession of Abraham Lemaster, then by the said land south 83 degrees west 134 perches to a bounded white oak of the said land, thence south 8 degrees easterly 75 perches to a bounded red oak, then west 82 perches to a small red oak standing in a thicket near the plantation of Mr. Robert Green, then north by the Clear Ground of the said plantation 67 perches to the land of Hall's Place aforesaid, then north east by the said land to the first bound tree, containing 174 acres more or less...to be held of the said manor called Content." Charles Co., Md. Court and Land Records, Liber Z, pp. 127-134.

From this deed we can see why the 1673 patent to Betty's Delight said "near" Hall's Place and how the intervening

land "The Addition" filled in the gap between Hall's Place and Betty's Delight.

There is confusion in the Rent Roll between Evans' Betty's Delight and Corker's Betty's Delight. There was no relationship between them, but the Rent Roll compiler made mistakes and listed Abraham's Sep. 1721 deed to Isaac and John Lemaster's Feb. 1747 deed to Abraham Harguiss under Corker's Betty's Delight instead of Evans' Betty's Delight.

Berry.

Concerning the relationship of Berry to Betty's Delight, the 1775 Cadell deposition states that Berry was "part of" Betty's Delight. If accurate, this explains the status of Berry, although it does seem at variance with Abraham's will in which he devises "all that I have of land called Berry," as if it is something different that Betty's Delight. When Abraham's daughter Sarah [2.] sold her land to Thomas Higdon in June 1752, she described the land being deeded as "all that tract or parcel of land part of a tract of land being Berry's called Betty's Delight." This description seems somewhat intermediate between the two other statements noted above; that is, the land as described by Sarah seems to have an integrity as Berry (or part of Berry) while at the same time being referred to in a broader sense as Betty's Delight.

There was a different property called "Berry" in St. Mary's Co. (New Town Hundred) that was owned by the Walker family, which should not be confused with this Charles Co. Berry. There was a contemporary Berry family in Charles Co. but, so far as is known, they never owned land named Berry. In fact, there is no reference to land called "Berry" in Charles Co. (no patents, rent roll entries, deeds etc.) until Abraham's devise of same in his will.

Lemaster's Hope.

Lemaster's Hope, containing 491 acres, was conveyed by Richard Lemaster [4.] to Daniel Jenifer in Sep. 1727, and is discussed under Richard. It included "Lemaster's Delight" (200 acres), and was probably also intended to convey "Betty's Delight" (200 acres), both of which Richard had received from his brother John [7] immediately prior to his conveyance of Lemaster's Hope to Jenifer. As nearly as I can tell, in 1727 Richard did not own any land except Lemaster's Delight and Betty's Delight. That is, the 1696-1727 Charles Co. land records and the 1707 Charles Co. Rent Roll establish that the only other land Richard ever owned (George's Rest, Toombett, Strife, Langley, and Noe's Desart) had been disposed of well before 1727.

Note 3.

Abraham's will does not mention his son Richard [4.], but we know from several other records that Richard was Abraham's son. Why was Richard omitted from the will? Did Abraham feel he had already provided for Richard sufficiently by his previous grants of land to him? Had some tension developed between father and son? The preferred way of disinheriting someone is to leave them a nominal sum, such as 1 shilling, rather to omit mention of them altogether. The will does, however, allude to the existence of Richard in an indirect way when Abraham mentions the "next heir of the Lemasters," which phrase is discussed below.

Abraham's devise of his dwelling plantation to son John was subject to a life estate in Abraham's widow. That means the widow had the right to live on and use the property during the remainder of her lifetime, but she could not sell or otherwise dispose of it. Does that mean that Abraham's widow was deceased in Sep. 1727 when John sold the land? Probably. Although land could be sold subject to a life estate, the usual way to do that was to specifically provide in the deed that the deed was subject to a still pending life estate in someone else. Without such language, the buyer could later complain that he would not have paid as much for the property (or bought it at all) if he knew that his rights to the property would not come into being until the life estate had extinguished. And, John did not use such language in his deed. On the other hand, since John's deed is to his brother Richard Lemaster, it might seem that the language was not necessary because of Richard's awareness of a pending life estate in Abraham's widow.

Still, on the same date as John's deed to Richard, Richard deeded land called "Lemaster's Hope" to Daniel Jenifer. The land contained in "Lemaster's Hope" is unclear; it contained "Lemaster's Delight" and may also have included Betty's Delight. That issue is discussed under Richard [4.]. The purpose of mentioning it here is that Richard's deed to Jenifer did not contain a reference to a pending life estate either. That Abraham's widow might have verbally consented to this transaction because she was living on a portion of Betty's Delight that Richard did not sell to Jenifer is not the point so much as that Jenifer should have been made legally aware of the pending life estate if Abraham's widow was still living.

Moreover, how likely was it that John (by selling the land to Richard) and Richard (by selling the land to Jenifer) would act in open derogation of Abraham's will if the widow were still living?

In addition to the life estate in the widow, Abraham's devise of his dwelling plantation to son John provided that John would hold the property until his death at which time it would pass to the "next heir of the Lemasters" if John

had no sons. That is, John could use the dwelling plantation after the widow died, and during the remainder of his own lifetime, but could not sell it or dispose of it by a will. Thus, John, who had no sons in 1722 and was extremely unlikely to have any, was really in the nature of a temporary caretaker of the dwelling plantation between the widow's death and his own death, for the benefit of the "next heir of the Lemasters."

Richard, as Abraham's eldest son, was the "next heir of the Lemasters." But Richard being considerably older than John, would be expected to die before John, and, if that happened, at John's death, the next heir of the Lemasters would be Richard's eldest son. If Abraham had used the words "next heirs" he probably would have meant Richard's children as a group, but the word "heir" is in the singular. It seems harsh today to consider leaving the bulk of one's estate to a single grandchild, but it comported with the system of primogeniture then in common usage.

What did Abraham's "dwelling plantation" consist of? Abraham did not state the name of his dwelling plantation in his will but it seems that he, his sons John and Richard, and Jenifer, all considered it to be both Betty's Delight and Lemaster's Delight. This conclusion is derived from the facts that:

(1) If Abraham meant only Betty's Delight, he would have made a separate provision in his will for Lemaster's Delight (or at the very least, have had a residuary beneficiary clause);

(2) Although John's 1727 deed to Richard specifically mentions John's inheritance from Abraham in the description of Betty's Delight but not in the description of Lemaster's Delight, the single habendum clause which follows the descriptions states that both parcels were owned by John in right of inheritance from Abraham. And, since the only land left to John in Abraham's will was the "dwelling plantation," both parcels must have been included in that term so far as John was concerned.

In that regard, although the metes and bounds description of Lemaster's Delight does not say it is bounded by Betty's Delight, two of the 1732 depositions so state. That is, it is thought that the term "dwelling plantation" must include one contiguous piece of land because if it was 2 isolated parcels, your dwelling house would only be on one of them, and how could the other non-contiguous parcel on which you did not live also be considered your dwelling plantation?

(3) That Richard considered both parcels to be included in the dwelling plantation is derived from his deed to Jenifer of Lemaster's Hope, which was a resurvey of both Betty's Delight and Lemaster's Delight (and possibly other property?) to make them one contiguous parcel with a single metes and bounds.

(4) That Daniel Jenifer considered both parcels to be included is reflected in Jenifer's 1728 will.

Abraham desired that his dwelling plantation remain in the hands of his male descendants, but was faced with the following situation:

(1) His only male grandsons at the time were sons of Richard and were minors. Sons John and Isaac had no sons of their own in 1722. John was extremely unlikely to ever have any, and Isaac was probably not even married yet.

(2) For whatever reason, Abraham did not wish to leave the land to Richard, and to leave it to Richard's eldest son would amount to nearly the same thing because, being a minor, Richard as his father and guardian would have been able to effectively treat the land as own (including selling it) although he would ostensibly be acting for the benefit of his son.

(3) Richard being 12-14 years older than John was likely to die before John.

Taking all the above into consideration Abraham willed his dwelling plantation to John but upon John's death without sons, it was to pass to the "next heir of the Lemasters." Thus, he probably expected that upon John's death, Richard's eldest son would succeed to the land without need of a guardian because he would be an adult at that time.

But Abraham's apparent intentions were not to be fulfilled, at least to a significant extent. John did not retain the lands until his death but deeded both Betty's Delight and Lemaster's Delight to Richard in 1727. This early conveyance by John to Richard may explain why Richard paid John 5000 pounds of tobacco for the lands; that is, had John kept them until his death, they would pass at no charge whatsoever to Richard, if he were still alive, or to his son if he were not, because this had already been provided for in Abraham's will. Richard also sought to frustrate his father's intention by selling the land to Jenifer rather than holding it for his eldest son. It seems likely that John was aware of Richard's intentions because of the earlier survey of "Lemaster's Hope," and because Richard sold the lands to Jenifer on the same day he received them from John.

Why did John and Richard take these actions? With regard to "Lemaster's Delight," there was some legal justification for their doing so because of arguable defects in Abraham's will. In the first place, Abraham should have specifically provided in his will that his "dwelling plantation" was meant to include both Betty's Delight and Lemaster's Delight. In the second place, Abraham should have mentioned Richard in his will, if only to leave him a nominal son. Thirdly, without a residuary beneficiary in the will, any land in the estate not specifically provided for by will, would pass to the beneficiary at law, which would be (or at least include) Richard. The responsibility for these ambiguities

in Abraham's will probably lies with Richard Edelin who drafted Abraham's will.

Based on these ambiguities, Richard could have made a fairly compelling legal argument that the term "dwelling plantation" should not be construed to include Lemaster's Delight, and should have passed to him. That Richard claimed himself to be a creditor of the estate is perhaps some indication that he was dissatisfied with Abraham's will and would challenge it if he had any grounds to do so.

And, other factors may have been at work. Was the family consensus (at least the part that counted) that Abraham's will was unduly harsh on Richard? Did the family wish to avoid litigation and establish "peace in the valley?" From what we know of him, John was a particularly amiable person. Was the idea that one grandchild of Abraham would inherit all 400 acres of his land thought to be unfair? How much was money a motivator -- John received 5000 pounds of tobacco (from Richard), and Richard received 8000 pounds of tobacco (from Jenifer), neither of which would have occurred had Abraham's intentions been carried out. John's comfortable ensconcement over at Simkins Coat Back gave him little incentive to farm Abraham's land for the rest of his life, although he might have rented it out. Query how close 5000 pounds of tobacco was to a reduction to present value of John's interest in the land. And, Richard seems to have netted only 3000 pounds of tobacco from the transactions.

Whatever justification can be made for transferring Lemaster's Delight out of the family cannot be said to apply to Betty's Delight. And, in fact, with respect to Betty's Delight, some, as yet, unknown factor seems to have rectified much of the situation. We know this because of the concomitant facts that (1) although Daniel Jenifer's will speaks of Betty's Delight, it never thereafter shows up in the Jenifer family, and (2) after Richard's death his son John (Abraham's grandson) shows up owning at least a substantial part of Betty's Delight, and probably including the dwelling thereon. Aside from Abraham's frustrated intentions, the truly aggrieved party was Richard's eldest, but presumably still minor, son. It is encouraging that somehow the situation worked out without the harm being too egregious.

In 1729 there was litigation between John [7.] and Abraham's daughter Anne [6.] over her rights in Abraham's estate, which are discussed under John and Anne. The issue likely concerned how John could fulfill his obligation to provide Anne a place to live on Abraham's lands after he (and Richard) had sold them in 1727.

Note 4.

1752 Charles Co., Md. Depositions (see Apr.-Oct. 1752 record under Sarah [2.])

The first 9 depositions are dated May 14, 1752, and the last 2 are dated Oct. 6, 1752.

1. Thomas Warren, aged about 42 years, says that about 13 years ago he was walking in company with Thomas Crosson from John Caudle's and coming past the head of Foggy Branch, the said Crosson showed him 2 trees that was burnt black and said one of them trees was a boundary betwixt him and Barry's [sic] Delight.

2. Elizabeth Wilkinson, aged about 43 or 44 years, says that about 4 years ago Isaac Lemaster told her there stood at the head of a branch a bound tree that was betwixt Betty's Delight and Mary Crosson's and that she must go no further than that tree in working of that land, this deponent being at that time a tenant of the said Isaac Lemaster.

3. Mary Crosson, aged about 53 years, says that about 40 years ago her mother Elizabeth Keeth showed her a bound tree that stood nigh to a path and at the head of Foggy Branch, and said that was the bound tree betwixt Elizabeth Keeth and Abraham Lemaster. The deponent further saith that it was a white oak and appeared then to be fairly bounded on both sides.

4. Abraham Lemaster, aged about 39 years, says that upwards of 20 years ago his father Richard Lemaster showed him a tree which he took to be a Spanish oak standing about 60 yards from the Old Bridges Road opposite to John Dennis' path that went out of the said Road to the said Dennis' house and that the said tree was a boundary of Betty's Delight. Abraham makes his mark (an "X").

5. William Nalley, aged about 43 years, says that upwards of 20 years ago that Richard Lemaster showed him a tree which he took for a red oak standing about 60 yards from the Old Bridge Road opposite to John Dennis' path that went out of the said road to the said Dennis' house and that the said Lemaster told the deponent that the said tree was a bound tree of Betty's Delight.

6. William Nalley, aged about 43 years, says that about 18 years ago or thereabouts he was in company with Isaac Lemaster on the road and then going along a path that leads to the Old Courthouse and at the head of Foggy Branch the said Lemaster told him there stood a bound tree of Betty's Delight which bound tree or stump he took to be an oak.

7. Catherine Warren, aged 53 years or thereabouts, says that her mother-in-law Ann Short as also her husband Daniel Short told her about 30 years ago and also told her several times since when walking along a path that leads to the Old Court House there stood two oak trees at the head of Foggy Branch one of which trees they showed her and said there was the bound trees that parted? Mary Crosson's land and Barrys.

8. Thomas Jameson, Sr., aged about 53 or 54 years, says that about 20 years ago and upwards that Richard Lemaster showed him a red oak tree standing about 60 yards from the Old Bridge Road opposite to John Dennis' path that went out of the said road to the said Dennis' house and said that it was a bound tree of Betty's Delight and that some time after John Dennis was at the same tree and told this deponent that it was a bound tree of his brother Richard Lemasters land which he took up and afterwards sold unto Edward Davis then Junior, and now Senior.

9. Thomas Jameson, Sr., aged 53 or thereabouts, says that about 22 or 23 years ago, John Theobalds was proving the bounds of Betty's Delight, and being at a Spanish oak tree stump of Betty's Delight, Richard Lemaster asked John Dennis if he could not prove the white oak at the head of Barry's Branch, the said Dennis said he could not for he had asked his father-in-law Abraham Lemaster if the said white oak was his bound tree and he said it was not his; his being further down the branch and that he only held as far the white oak on the said branch by his _____[beard?].

10. John Nalley, Sr., aged about 54 years, says that 20 years ago or upwards Richard Lemaster, deceased, showed him a Spanish oak or a red oak tree standing, which tree then had notches on it, as a bound tree and the said Lemaster told him it was a bound tree of Betty's Delight and the said Nalley further says that he verily believes that the tree above mentioned is now lying on the ground nigh to a path leading to the Old Bridge and at the head of Foggy Branch.

11. Richard Edelen, Sr., aged 82 years, says that about 28 years ago he came to Abraham Lemaster's to write the said Lemaster's will, which will when writ, he carried the said Edelen to brow of a hill and pointing to a tree about southeast from him he said that was the land he gave to his daughter and granddaughter [sic] which land he called Berry's and further said that the branch which was below him would be a good division betwixt his son John and his two daughters.

Source: Charles Co., Md. Court and Land Records, Liber B No. 3, pp. 353-356.

Comment - The reason the same person gave more than one deposition is because the land commissioners proceeded around the different sides of the tract, and the same person may have had relevant information about the boundary of more than one side of the land.

The land of the Caudles [Cadles], Mary Crosson, and her mother Elizabeth Keeth [Keate] was St. Stephens Coleman, formerly owned, at least in part, by Abraham Lemaster [1.] As of the 1753 Charles Co. Debt Book, "Stephen Coleman" was owned by Edward Cadle, Mary Crowson, and Benjamin Dent (1749 conveyance from Robert Cadle.)

The Edward Davis land was the 96 acres of Noe's Desart conveyed by Richard Lemaster and Thomas Hays to Davis in Aug. 1723. Davis is still listed as owning it in the 1753 Charles Co. Debt Book, but not in 1754 and later years.

Re John Theobald's land commission for Betty's Delight mentioned in the second deposition of Thomas Jameson, and the depositions refering back to events said to have taken place about 20 years earlier (so ca. 1732), see Apr. 1732 record of Richard Lemaster [4.]

Note 5.

Martha's Surname.

"Lemasters, U.S.A." believes that Martha's surname was Dennis because of the May 1752 deposition of Thomas Jameson, Sr., which is reported in Note 4. above, in which deposition Jameson quotes John Dennis as saying that a particular tree was a bound tree of his [Dennis'] brother Richard Lemasters. It does seem obvious that brother-in-law rather than brother was meant. However, Richard and John Dennis would be brothers-in-law (1) if Richard was married to John Dennis' sister ("Lemasters, U.S.A." assumption) or (2) if John Dennis was married to Richard's sister. "Lemasters, U.S.A." disregards the other deposition of Thomas Jameson in the above sources in which Abraham Lemaster [1.] is said to be the "father-in-law" of John Dennis. "Lemasters, U.S.A." apparently became confused on this point because Richard's sisters were Sarah Tennison, Mary Barron and Ann Noe; that is, so far as known, none of Richard's sisters was married to a Dennis.

What "Lemasters, U.S.A." did not know was that the name Tennison had formerly been Dennis/Tennis, and that there are records of both Sarah's husband John Tennison and his father Justinian Tennison, Sr., under the Dennis/Tennis variants. That is, John Tennison [2.] and John Dennis [1752 depositions] were the same person.

The Tennison and Dennis families have been thoroughly researched in both St. Mary's and Charles Counties, and the above conclusion is supported by the fact that there was

no such person as Martha Dennis or Martha Tennison. Further, so far as is known, no person by the name of Dennis ever lived in Charles Co. during the period 1687-1733 except for members of the Tennison family who were occasionally called Dennis. Prior to 1687, there was an attorney named Edmund Dennis in Charles Co., but research on him (died Calvert Co.) reveals that he did not have a daughter named Martha. In Nov. 1733, an orphan named Matthew Dennis appears in Charles Co. for the first time (bound to John Dennis Allen).

The nearest Dennis families to Charles Co., Md. were those on the Eastern Shore of Maryland and in Northumberland Co., Va., but neither of them had a Martha.

If Richard's wife Martha was not a Dennis, what was her surname? I have looked at every Martha I could locate in Charles Co. during the period 1665-1745 (42 different Marthas). Nearly all of them can be eliminated for one reason or another, and of the few that remain, there is no compelling evidence as why any one of them was probably Richard's wife. Further, there are doubtless many other Marthas that I did not even uncover so could not analyze.

Nor can we even reasonably guess the first name of Martha's father from the names she and Richard gave their sons. We know that Richard and Martha had a son Richard (b. 1710), a son Abraham (b. 1713), and a son John (birthdate unknown). Since only son John is known to have received Lemaster family land, it is suspected that he was "the next heir of the Lemasters," that is, the eldest son of Richard. Unfortunately, all three of the boys' names can be easily attributed to the Lemaster side of the family, and nothing stands out as being a name from Martha's family. That is, John was Richard's grandfather, Abraham was Richard's father, and son Richard would be named after Richard himself.

Richard's Children.

Various lists of children for Richard and Martha have been claimed. I am taking the conservative view and have assigned them only 4 children - Mary, Richard, John, and Abraham. In fact, even dau. Mary is not proved. In 1937 Miss Varina D. Hanna wrote in the Maryland Genealogical Bulletin that the wife of Thomas Hays was Mary LeMaistre, dau. of Richard LeMaistre. Since then it has been accepted as fact. It may well be true, but the only circumstantial evidence I have seen is that in Aug. 1713, Richard and Martha Lemaster sold "Noe's Desart" to Thomas Hays, and when Richard Lemaster and Thomas Hays sold the land in Aug. 1723 to Edward Davis, Jr., Thomas' wife was named Mary.

"Lemasters, U.S.A." adds three other children: Joseph, Isaac, and William C. I am not including Joseph because I have never seen a single record of a Joseph that is likely Richard's son. For a son of Richard, we need a record of an adult Joseph at least by the 1750's and we have none until

the mid-1770's. "Lemasters, U.S.A." cited one early record for such a Joseph, but I ordered the 1728 Testamentary Proceedings cited, and there is no such record. There was a Joseph Lancaster in Charles Co. at the time in question.

The Isaac Lemaster, b. 1695, and claimed by "Lemasters, U.S.A." to be a son of Richard was actually Richard's brother Isaac [5.] The confusion arose because Isaac's birthdate makes him old enough to be Richard's son. The claim that Richard and Martha had a son William C. Lemaster is completely unfounded. It results from a misreading of the Feb. 1731 deed by John Lemaster [7.] and wife Christian to Christian's Cooksey children, which included a William.

The above is not to say that Richard and Martha did not have sons named Joseph, Isaac, or possibly even a William, but just that without a single record of them, there is no basis to say that they did. The same is true of claims by others of additional children for Richard and Martha.

Note 6.

"Lemasters, U.S.A." is correct in stating that the 1675 patent of "Toombett" to Richard was made when he was just a boy, and was probably a gift from his father Abraham [1.] I had considerable difficulty with that conclusion until I found the various records establishing that Abraham was in fact Richard's father. Richard was Abraham's only son in 1675 and for several years thereafter. The first record we have of Richard other than the 1675 patent is in 1697. That is, there is a gap of 22 years before Richard, now an adult, starts appearing in records.

The 1675 patent of Toombett says that it adjoins land of Abraham Lemaster. What land of Abraham's was this? "George's Rest" appears the most likely candidate because of the 1675 date, and because lands of William Boarman and Dennis Husculaw were additional boundaries of Toombett. However, when Richard deeded George's Rest in 1709, his metes and bounds description does not mention Toombett as adjacent land. A second possibility is St. Stephen's Coleman. It seems unlikely to have been Betty's Delight. Abraham did not yet own Betty's Delight in 1675, and even if Abraham was a tenant there or leasing it with the intention to buy, that seems an insufficient nexus to describe it a boundary of Toombett.

Why didn't the patent to Toombett give the name of the land of Abraham's that adjoined it? Perhaps because it was unpatented land and thus had no official name. If so, that also favors George's Rest because St. Stephens Coleman and Betty's Delight were both patented tracts whereas George's Rest was not.

Whatever land it was, deeds to Toombett for the next 100

years continue to use the original patent metes and bounds description and thus state it to be bounded by Abraham Lemaster, long after Abraham had disposed of George's Rest and St Stephens Coleman, and long after his death. See, e.g., John Tennison's deed to John Baptist Boarman in Apr. 1743, Francis Gray's deed to William Cooksey in Feb. 1763, and William Cooksey and wife Barbara's deed to Edward Edelin in Oct. 1770. Sources: Charles Co., Md. Court and Land Records, Liber O No. 2, pp. 541-2, Liber L No. 3, p. 234, and Liber S No. 3, p. 53.

Note 7.

Catherine Ward must be Isaac's wife because there is no other male Lemaster who is available. If John Lemaster (son of Richard [4.]) was Richard's eldest son, he was at least old enough to be m. and have a child by May 1730, but his wife was Ann, and he had no son Thomas. Also, Isaac's sons name daughters Catherine.

The list of children of Isaac should be viewed as speculative. This is particularly true with regard to dau. Mary. The only circumstantial evidence of Mary as a dau. of Isaac is that Isaac's son Abraham was one of the men who posted the bond for Mary Shercliffe's administration of the estate of her husband John Shercliffe in Prince Georges Co. in 1758.

Note 8.

Charles Co. Depositions (see June-Aug. 1736 record above)

(1) John Lemaster, Sr., aged 55 years or thereabouts, declares that at the place where he now stands, being on the East side of Zachia Swamp in Charles County before the plantation of Isaac Lemaster in a branch falling into the said swamp that a white oak now lying upon ye ground, this deponent's father told him was a bounded tree, which tree he since apprehended to be a bound tree of a tract of land called Betty's Delight. John makes his mark.

(2) Thomas Hays, aged 55 years or thereabouts, declares that at the place where he now stands, being on the East side of Zachia Swamp in Charles County below the plantation of Isaac Lemaster in a branch falling into said swamp, about 23 years ago this deponent was walking in the woods near the said branch with Abraham Lemaster, now deceased, who told him that there was a bound tree of his land. Thomas makes his mark (an "X.")

(3) Thomas Jameson, aged 36 years or thereabouts, declares that at the place where he now stands, being on the East side of Zachiah Swamp in Charles County below the plantation

of Isaac Lemaster in a branch falling into said Swamp, about 17 or 18 years ago, being in the woods with William Boarman Sr. at said place he heard the said Boarman say that a white oak then and now lying upon the ground was the third bound tree of a tract of land called Betty's Delight, and this deponent's father likewise told him said tree was the third bound tree of said Betty's Delight and that it was showed to him by Mr. Green for said tree and also that William Boarman Jr. told him said tree was the third bound tree of said Betty's Delight and that it was showed to him by his grandfather and Mr. Green. Signed Thomas Jameson.

Note 9.

1753-1756 Charles Co., Md. Debt Books.

- 1753 - Isaac Lemaster: 200 acres, Betty's Delight, tax 0/8/0. This listing is between William Warden's Lumber Street, containing 100 acres, and Thomas Higdon's Dogwood Fortune, containing 50 acres.
- Isaac Campbell: no land.
 - Charles Smoot: Several tracts of land, including Calvert's Hope, Langley, and Husculaw's Addition, but not Betty's Delight. Re Langley, see Aug. 1724 record under Richard Lemaster [4.]
- 1754 - Isaac Lemaster: no land.
- Rev'd Isaac Campbell: 200 acres, Betty's Delight, tax 0/8/0. Listed between William Warden's Lumber Street (100 acres) and Thomas Higdon's Dogwood Fortune (50 acres.)
 - Charles Smoot: same listing as 1753; no Betty's Delight.
- 1755 - Same as 1754.
- 1756 - Same as 1754.

Source: 1753 Charles Co., Md. Debt Book, p. 41; 1754 Charles Co., Md. Debt Book, p. 45; 1755 Charles Co., Md. Debt Book, p. 35; 1756 Charles Co., Md. Debt Book, p. 34. Maryland State Archives, Microfilm Roll No. SR 7992. (Charles Smoot on different pages.)

Comment: "Debt Books" are the county's land tax lists. 1753 is the first year they are extant. From all of the evidence, I can only conclude that the 1753 list is in error in showing 200 acres of Betty's Delight owned by Isaac Lemaster, and that it should have been listed under Isaac Campbell. Isaac Campbell purchased his Betty's Delight from Abraham Hargiss in July 1751, who had purchased it from John Lemaster, son of Richard [4.] in Feb. 1747.

The Debt Books and Rent Rolls needed to fit together, so it is perhaps not surprising that the 1753 Charles Co. Rent Roll also shows 200 acres of Betty's Delight (Edward Evans') owned by Isaac Lemaster, tax 0/8/0. Source: Maryland Rent Rolls, Charles Co. 1753-1775, p. 67 (Maryland State Archives Microfilm Roll No. SR 4387). Although the 1753 Debt Book and Rent Roll cover the same items, they are not in the same order. The Debt Books are listed by persons names, showing all the lands each person owned, whereas the Rent Rolls are listed by land parcels, and then show the owner of that parcel. In the 1753 Charles Co. Rent Roll, the listing for Betty's Delight is between Husculaw's Addition and Miller's Choice.

Still, even assuming that the 1753 Debt Book (and Rent Roll) are error and should say Isaac Campbell, not Isaac Lemaster, that does not explain what has happened to the 100 acres of Betty's Delight that Isaac Lemaster conveyed

to Charles Smoot in June 1751, and which should be, but is not, listed under Smoot in the 1753 Debt Book. The 1753-1756 Charles Co. Debt Books show Charles Smoot as owning 7 different parcels of land, but none of them is "Betty's Delight" or land by another name that might have been "Betty's Delight." Yet Smoot conveys Betty's Delight in 1766-7.

Nor does the Debt Book account for the Berry/Betty's Delight which Sarah Tennison [2.] inherited from her father Abraham, conveyed to Thomas Higdon in June 1752, and for which Higdon had a boundary examination also in 1752. According to the Debt Books, the 50 acres of Dogwood Fortune reported above is the only land Higdon owned in Charles Co. in 1753-56.

Dogwood Fortune, containing 210 acres, was surveyed for John Barron in April 1705. See Jan. 1744/5 record above. In the 1753-56 Debt Books, 50 acres of it is owned by Thomas Higdon, and the other 160 acres of it is owned by Thomas Barron, and Barron's ownership records are shown in the Debt Books immediately after Higdon's. That is, the listing order is Warden, Lemaster/Campbell, Higdon, Barron. Re Warden's Lumber Street, that land, near Mattawoman Creek, was sold by Samuel and Elizabeth Tennison to Samuel Love in May 1726.

Nor does the Debt Book account for the "Betty's Delight" apparently deeded by Richard Lemaster [4.] to Daniel Jenifer in Sep. 1727. Other than Lemaster's Delight (discussed below), the 1753-1756 Debt Books establish that the Jenifers owned no land that might have come from Richard in 1727, even under a different name. In the first places all of the lands owned by the Jenifers in 1753-1756 (other than Lemaster's Delight) has been traced back to sources other than Richard. Moreover, the 1727-1753 Charles Co. land records establish that there were no conveyances of land by Jenifers during that period that might have come from Richard in 1727.

On the other hand, the status of "Lemaster's Delight," which was also deed by Richard to Jenifer in the same transaction, is clear. The 1753-1756 Charles Co. Debt Books show Daniel Jenifer as the owner of Lemaster's Delight (200 acres). This is confirmed by the 1753 Charles Co. Rent Roll which also shows Daniel Jenifer as the owner of Lemaster's Delight (200 acres). Source: Maryland Rent Rolls, Charles Co. 1753, p. 63, Maryland State Archives (Microfilm Roll No. SR 4387.) The 1753 Charles Co. Rent Roll covers the period 1753-1775 and shows no conveyances of Lemaster's Delight during that period.

In conclusion, the Charles Co. Debt Books establish that no Lemaster still owned land in Charles Co. in 1753. These same Debt Books show that 3 separate parts of what might be termed the "greater Betty's Delight" have gone missing from the Charles Co. land tax lists:

(a) Isaac Lemaster to Charles Smoot in June 1751 (100 acres);

(b) Sarah Tennison to Thomas Higdon in June 1752 (60 acres);
(c) Richard Lemaster to Daniel Jenifer in Sep. 1727 (291
acres).

Note 10.

"Lemasters, U.S.A." gives a specific date for Anne's birth: Apr. 24, 1681. No source is given, and it is believed to be error, not so much because Apr. 1781 is an unreasonable date for Anne's birth (though it is probably a little too close to brother John's birth), but because of its very specificity. "Lemaster's U.S.A." presented only 2 records of Anne (the lawsuit against her brother and another record, discussed below, which is error), both from Hodges. It seems inconceivable that with no other record of Anne, her precise birthdate surfaced. The whole treatment of Anne as a wife of Stephen Noeland in "Lemasters, U.S.A." is flawed (see below), and "Lemasters, U.S.A." even alludes to it being suspicious, suggesting a problem with Hodges from whence it came. The specific birthdate attributed to Anne is doubtless the birthdate of some other person, most likely Mary Noeland, wife of Stephen Noeland.

The records above establish that Anne was married to a Noe, but there is some question about which Noe it was. "Lemasters, U.S.A.," p. 12, is in error in stating it was Stephen. That error arose from misreading a 1709 record of Stephen Noeland as Stephen Noe, and whose wife was not named Anne in any event. There was no such person as Stephen Noe.

The Noe family consisted of John Noe, Sr., and his 6 sons (who were of the same generation as Anne): John Jr., Abel, Samuel, Justinian, George and Peter. John Noe, Sr. had at least two daughters: Sarah, who never married, and Leah. In an Aug 1713 deposition John Noe, Sr. says he is about 64 years of age, so b. ca. 1649.

John Noe, Sr., who d. 1724 in Charles Co., Md., apparently a widower, was probably married to one of the 8 daughters of Justinian Tennison. He gives a son the unusual name of Justinian, he deposes in court in 1720 concerning the European origins of Justinian Tennison, and he owned half of a tract of land with Oliver Burch, who had married Justinian's daughter Barbara. Although John Noe, Sr. did have a daughter Sarah, that is a sufficiently common name that, by itself, one cannot safely assume it was Justinian's daughter Sarah whom he married. However, of Justinian Tennison's 8 daughters, there are only 2 of them (including a Sarah) for whom we have no idea of the name of their husbands. Thus, the wife of John Noe, Sr., was probably Sarah Tennison.

I have done an analysis of the 6 sons of John Noe, Sr., to try to ascertain which was Anne's husband (who had

disappeared), with the following results:

--John Noe, Jr., can be eliminated because he was present in Charles Co. throughout the period in question (that is, from well before Abraham made his will and in the years thereafter.) Also, his wife was named Sarah.

--Abel Noe can be eliminated because he was present in Charles Co. throughout the period in question; also his wife was Eleanor Newman.

--Samuel Noe can be eliminated because he was present in Charles Co. for most of the period in question; his wife was named Helena.

--Peter Noe can be eliminated because he was present in Charles Co. throughout the period in question. Another reason for doubting Peter as Anne's husband is my belief that he was the youngest son, and some years younger than Anne. Peter was living with John Lemaster [7.] in 1725.

--George Noe. I cannot discount George completely as being Anne's husband. The last Charles Co. record I have for him is Nov. 1721, (when he was before the court on a charge of breach of the peace), and, if he had a wife, I do not know her name. If he decamped shortly after Nov. 1721, and no word of him thereafter, he probably would have been gone long enough for Abraham to have included the contingency for Anne in his will, if he was Anne's husband.

--Justinian Noe. The records above establish a very long absence for him when Abraham made his will. Although I do not know the specific ages of either Justinian or George, Justinian was probably at least a few years older than George. This is derived from the fact that Justinian is in court records in 1709 whereas the first record found for George is 1714, and also from the birth order implied by the names Justinian and George. That is, the father of Mrs. John Noe, Sr., appears to have been Justinian Tennison, and it was the second son who was usually named for the maternal grandfather. Moreover, the fact that Anne's only known child was named Justinian strongly implies that her husband was named Justinian. Although it is possible that one of the other 5 Noe boys would have named a son Justinian, it is more likely that Justinian would have done so.

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