and that the money so advanced may bear interest from the payment thereof, till the same shall be repaid; and that in case the personal estate of the said Edward Thomas shall prove inadequate to the payment of the debts due by the said Thomas, that then the said Land shall be sold for the payment of your Orator the money so as aforesaid paid, with the Interest thereon; but if your honours shall deem it inconsistent with Equity and good conscience, (which your Orator does not anticipate) that the said sale shall be vacated, that then and in such case, that your Orator may be decreed to be let into the possession of the said land, upon the original terms of the said contract, with such compensation for the detention and deterioration which the same has and may sustain in consequence of the same being detained from your Orator, and such other and further relief as your honours shall deem consistent with Equity and good conscience. May it please your honours to grant unto your Orator the States writ of Subpoena, directed to them the said Kenelm Cheseldine, and Maria his wife, and Ann Thomas and Clarissa Thomas, administratrix of the said Edward, commanding them, and each of them, to appear in this Court, answer the premises, and abide by such decree as your honours shall pronounce in the premises, and your Orator as in duty bound will ever pray. C. Posey for Complainant.

Exhibit No 1. This Indenture made this ninth day of August, in the year of our Lord one thousand eight hundred and twenty two, between Kenelm G. Cheseldine, of Saint Marys County, in the State of Maryland, of the one part, and William Washington Bowling, of the county and State aforesaid, of the other part, Witnesseth, that the said Kenelm G. Cheseldine, for and in consideration of the sum of six thousand dollars current money, of the United States, to him in hand paid, the receipt whereof he the said Kenelm G. Cheseldine doth hereby acknowledge, and the said William Washington Bowling, thereof and therefrom doth fully, acquit, exonerate and discharge, hath given, granted, bargained, sold, aliened, enfeoffed and confirmed, and by these presents, doth give, grant, bargain, sell, alien, enfeoff and confirm, unto him the said William W. Bowling his heirs and assigns, forever, all that Tract or parcel of land called Mattapony, whereon the said Kenelm G. Cheseldine now resides, and which he inherited from his deceased father, Valentine Cheseldine, lying and being in Saint Marys County aforesaid, and containing one hundred and fifty six and three quarter acres of Land more or less. To Have and to Hold the aforesaid Land and premises, with all its privileges and appurtenances, to him the said William W. Bowling, his heirs and assigns forever; and the said Kenelm G. Cheseldine, for himself, his heirs, executors and administrators, doth hereby covenant, grant, promise and agree, to and with the said William Washington Bowling, his heirs, executors, administrators and assigns, to warrant and defend the aforesaid Land and premises, with all its privileges and appurtenances, to him the said William W. Bowling, his heirs and assigns, forever, against him the said Kenelm G. Cheseldine, and his heirs, or any other person or persons as shall or may hereafter claim the same, and that he the said Kenelm G. Cheseldine, and his heirs shall and will, at any time hereafter, at the request of the said William W. Bowling, his heirs or assigns, execute any further deed or assurance in law for the better and more effectual assuring and conveying the said Land and premises to the said William W. Bowling his heirs or assigns, agreeably to the intention of the present conveyance. In Witness whereof, the said Kenelm G. Cheseldine hath hereunto subscribed his name, and affixed his seal, the day and year first herein before written.

Signed, sealed, and delivered in the presence of — Kenelm Greenfield Cheseldine (Seal)
Lewis Greenwell of Thos. Geo. Combs

Received on the day of the date of the within Deed, of and from the within named William W. Bowling, the sum of six thousand dollars current money of the United States, being the consideration mentioned in the said Deed.

Witness, Lewis Greenfield of Thos. — Kenelm Greenfield Cheseldine

Saint Marys County to wit. On this ninth day of August, in the year of our Lord one thousand eight hundred and twenty two, personally appeared Kenelm G. Cheseldine, of Saint Marys County, being the party grantor above named before us the subscribers, two of the Justices of the peace of the State of Maryland, for Saint Marys County, aforesaid, and acknowledges

the within Deed or instrument of writing to be his act and Deed, and the Lands and premises therein mentioned, and thereby bargained and sold, to be the right and estate of the within named William Washington Bowling, party grantee also therein named, his heirs and assigns forever, according to the purport, true intent, and meaning, of the said Deed or instrument of writing, and the act of Assembly in such case made and provided; and now at the same time also personally appears Maria Cheseldine, wife of the said Kenelm G. Cheseldine, before us, Justices as aforesaid, and acknowledges the said Deed or instrument of writing to be her act and deed, and the lands and premises therein mentioned to be the right and estate of the within named William Washington Bowling, his heirs and assigns forever; and the said Maria Cheseldine being by us privately examined apart from and out of the hearing of her husband, "whether she doth make her acknowledgment of the same, willingly and freely, and without being induced thereto by fear or threats of, or ill usage by her husband, or fear of his displeasure" acknowledges and declares that she doth. Taken and certified the day and year above written.

Lewis Greenwell, of Thos. Geo. Combs.

Recorded the 9th day of August, 1822.

True Copy. — Jo Harris Clk

Exhibit No 2. This Indenture made this ninth day of August, in the year of our Lord, one thousand eight hundred and twenty two, between William Washington Bowling, of Saint Marys County, in the State of Maryland, of the one part, and Kenelm G. Cheseldine, of the county and State aforesaid of the other part, Whereas the said W. Bowling by his bond or obligation duly executed, bearing date this ninth day of August, in the year of our Lord Eighteen hundred and twenty two, stands bound unto the said Kenelm G. Cheseldine, his Executors, administrators and assigns, in the sum of twelve thousand dollars current money of the United States, with a condition thereunder written for the payment of the sum of six thousand Dollars like money, in the following manner, that is to say, the sum of one hundred and seventy dollars, part thereof, on the day of the execution of the bond; the sum of five hundred dollars, part thereof, in eighteen months from the date hereof, with legal interest thereon from the date hereof, until paid; and the further sum of five thousand three hundred and thirty dollars, balance thereof, in six years, in equal instalments, annually to be paid on Interest from the date hereof until paid, as by the said bond and condition, may more fully appear, Now this Indenture Witnesseth, that the said William W. Bowling, in consideration of the said debt or sum of six thousand dollars, owing to the said Kenelm G. Cheseldine as aforesaid, and for the better securing the payment thereof, with Interest, to the said Kenelm G. Cheseldine, his executors, administrators or assigns, according to the condition of the said bond and also in consideration of the further sum of five dollars current money of the United States, to him the said William W. Bowling, by the said Kenelm G. Cheseldine, in hand well and truly paid, at or before the sealing and delivery of these presents, the receipt whereof the receipt whereof the said William W. Bowling doth hereby acknowledge, hath granted, bargained, sold, released and confirmed, and by these presents, doth grant, bargain, sell, release and confirm, unto the said Kenelm G. Cheseldine, and to his heirs and assigns all that Tract or parcel of Land called Mattapony, containing one hundred and fifty six and three quarter acres of Land, more or less, lying and being in Saint Marys County aforesaid, which was deeded and conveyed by the said Kenelm G. Cheseldine to the said William Washington Bowling, as reference to the said Deed, bearing even date with these presents, and recorded in the Land Records of Saint Marys County aforesaid being had, will at large and more fully appear. To Have and to Hold the said Tract or parcel of Land, and every part and parcel thereof, with the appurtenances thereunto belonging, unto the said Kenelm G. Cheseldine, his heirs and assigns, to the only proper use and behoof of the said Kenelm G. Cheseldine his heirs and assigns forever, and to and for no other use intent or purpose whatsoever; provided always, and it is the true intent and meaning of these presents, and of the said parties hereunto, that if the said William W. Bowling his heirs, executors, or administrators, do and shall well and truly pay, or cause to be paid, unto the said Kenelm G. Cheseldine, his executors, administrators or assigns the said full sum of six thousand dollars, current money, with legal interest for the same, at the times and on or before the days specified in and according to the condition of the above in part recited bond or obligation, without any deduction or abatement whatsoever, then and from thence