a bond of Conveyance as he the said Walsh was only the security for the said Stockton who purchased it in trust for your oratrix, the said Walsh replied he meant that the said Stockton had given it all up to him and that he should not pay for your orator. Your orator Williams then told the said Walsh that your orator when the first payment became due expected to settle the payment and that he did not want the said Walsh to pay for him to which the said Walsh answered with warmth that your orator had nothing to do with it.

Your orator and your oratrix further state that they are informed and believe that the said Stockton being about to leave this state and go to Pennsylvania where he now lives, was induced in order to secure the said Robert Walsh to direct that the said Dugan should give the bond of Conveyance to the said Walsh, the said Walsh at the same time assuring the said Stockton that no advantage should be taken thereof, but that when ever the said Williams Davis paid the said purchase money the wife of the said Williams Davis your oratrix should have a deed executed for the same.

Your orator and oratrix further say that some months after the said sale your orator went to the said Cumberland and offered to pay the said Dugan two hundred dollars which your orator had then ready to pay him and to give the said Dugan security for the residue provided the said Dugan would give up the bonds which the said Stockton had executed with the said Walsh as his security and offered to make payment of the residue in sixty days, but the said Dugan declared he could do nothing without consulting the said Walsh and that he Dugan must make the Conveyance to whomsoever the said Stockton directed saying that he did not know your orator in the transaction, altho at the same time the said Dugan acknowledged that he knew the said Stockton purchased the same as aforesaid for your oratrix the wife of your orator and that the said Stockton had so mentioned in his Dugans presence to the said Walsh and also that the said Stockton made the said Walsh promise that she should have it when your orator paid the money for which it was purchased.

Your orator and oratrix further state that your orator was always willing and desirous to have paid the purchase money according to the contract and several times applied to the said Dugan on the said subject and also to the said Walsh as being the security for payment of the same. That the said Dugan always alleged that he did not know your orator in the business and that he had or must convey the property to the said Walsh, and when your orator applied to the said Walsh he the said Walsh insisted your orator had nothing to do with the property and that it belonged to him the said Walsh. Your orator and oratrix further say that the said

Dugan

Dugan hath actually conveyed the said house and garden and the lot on which they are situated to the said Walsh and that some time on or about the month of June last the said Walsh claimed of the said William Davis thirty pounds as rent for one year for the premises and distrained for the same altho your orator saith that he never rented the premises of the said Walsh or agreed to pay him any rent therefor but always claimed the same in consequence of the said purchase and that your orator was obliged to replevy the goods so distrained by the said Walsh. Your orator and oratrix further shew that the said Robert Walsh hath instituted an Ejectment in the County Court of Baltimore County against your orator to recover the possession of the said four lots No 951. No 952 No 953 No 954 which include the property so purchased by the said Stockton but of which your orator or oratrix do not claim nor were they possessed of any other part all which will more fully appear by the copy of the declaration in Ejectment which your orator and oratrix annex and pray may be taken as part of their bill.

Your orator and oratrix further state that within the last thirty days the said Walsh also served your orator with a notice as if he had been a tenant of the said Walsh to leave the premises within thirty days from the said notice in order to institute proceedings against your orator under the act entitled "An act to provide a summary mode of recovering the possession of lands and tenements holden by tenants for years or at will after the expiration of their terms" and your orator and oratrix do further say that on the fifteenth day of February last the said William Davis did actually tender to the said Robert Walsh the whole amount of the principal and interest of the purchase money for which the said Stockton purchased the said property and demanded that the said Walsh should convey the same to your oratrix and that the said Walsh refused to receive the said money or execute a Conveyance, all which acting and doings of the said Walsh are contrary to Equity and good Conscience and tend to the oppression and impoverishment of your orator and oratrix In tender consideration whereof and for as much as your orator and oratrix are without remedy without the aid of this honorable Court, To the end therefore that the said Robert Walsh may personally appear before this Honorable Court and true and perfect answer make to all and every the premises in this their bill of Complaint set forth as fully as if here again particularly interrogated and that your orator and oratrix may be quieted in their possession of the premises and that the said Walsh may be compelled by the decree of this Honorable Court to convey to your oratrix the property aforesaid so purchased by the said Stockton for her use May it please your Honor to grant unto your orator and oratrix the State of Maryland's most gracious writ of Subpoena to the said Walsh directed commanding

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