and should be conveyed to the said Gough in order to make the same responsible him for the credit so given that in conformity with the said agreement and understanding the said Rupell did by a deed duly executed acknowledged and recorded according to law bearing date the 27th april 1789 convey in fee simples to the said Gough the said land being part of the said track called Chatsworth as part of the property conveyed to the said Rupell by the said Lux and which is contained within the following description that is to say, Beginning at the same on Union Street (being a street left by the said George Lux and John E Howard) at a stone set up on the west side thereof where the north line or side of Saratoga street will strike when continued across Union Street to the West side thereof and running first south eighty seven degrees sixty minutes west fifty perches and nine tenths of a perch south three degrees East fifty five perches north eighty seven degrees thirty minutes East about forty eight perches to Union Street then fronting and running on Union Street north fifteen minutes west thirty four perches then south eighty seven degrees thirty minutes west ten perches then north eighty seven degrees thirty minutes east ten perches to Union Street again and then bounding thereon to the beginning containing and sold for sixteen acres and a quarter of an acre together with all rights privileges and advantages unto the same belonging as will appear by a reference to the said deed a copy whereof herewith filed marked exhibit C which these complainants pray may be taken for part of this their bill. They further respectfully set forth that the said Gough never had actual possession of the said land he took the said Lammot penal bond for the credit granted as aforesaid and passed to the said Lammot his bond to convey the said land when the debts of the said Lux Bowley and Rupell should be discharged which were guarranted by the said land. These complainants also represent and do expressly charge that the said Daniel Bowley was privy to and perfectly acquainted with and fully assented to the transactions aforesaid being in reality a party thereto that that the said land above described was in fact sold to the said Lammot by the said Rupell in two parcels both of which were included in one conveyance to the said Gough as aforesaid and the said Gough made a settlement or an adjustment of his claim on the said Lux and Bowley with the said Bowley whereby on the 20th July 1787 he credited them with the sum of £523.15 Maryland currency for land (being part of the land herein before particularly described) sold by the said William Rupell and on the 2d april 1789 the said Gough credited the account of the said Lux and Bowley with £70 Maryland currency for two acres more (being the residue of the said described land) and that the said Gough

did charge the said Lammot with the said two sums of money which he had before credited the said Lux and Bowley with as aforesaid so that the said purchase money which the said Lammot the elder agreed to pay to the said Gough for the said land and which he did subsequently pay in full with interest was applied to extinguish the like amount of what was due by the said Lux and Bowley and the latter was thereby released and discharged from the further payment of that amount of. All which facts and circumstances the said Bowley had the most intimate and exact knowledge deriving by the transactions aforesaid very valuable and important advantages. These complainants further shew that the said Daniel Lammot the elder at the time or shortly after his purchase from the said Rupell of the said described land (the conveyance of which was made to the said Gough as aforesaid) did enter into actual possession of the said land and so continued in quiet and undisturbed and undisputed possession for many years that is to say until or about the year eighteen hundred and four (except so far as the said Lammot had disposed of certain parts thereof to bona fide purchasers and lessees) when the said Bowley pretended that he was entitled to the said land or so some parts thereof and on the twenty ninth day of september eighteen hundred and four the said Daniel Bowley brought an action of ejectment in the General Court of Maryland which is now depending in Baltimore County Court against the said Daniel Lammot the elder alledging that the said Bowley was entitled to the said land or to some part thereof under and by virtue of the will of the said William Lux herein before referred to in exhibit A. These complainants also set forth that the whole of the purchase money agreed to be paid by the said Lammot for the said land having been paid by him to the said Gough the said Gough did by his deed executed acknowledged and recorded according to law and dated the 9th May 1801 convey the above described land being part of Chatsworth to the said Lammot in fee simple as will appear by reference to the said deed a copy whereof is herewith filed marked exhibit D which these complainants pray may be taken for part of this their bill of complaint. These complainants also state that the said Daniel Bowley always lived within or near to the City of Baltimore adjoining to which and within what is called the Western precincts thereof the said land is situated and that the said Bowley had early and full knowledge of the contents of the said will and codicil of the said William Lux his uncle (his own name being particularly mentioned in the said will) that he had as before set forth full perfect and exact knowledge of the contents of the said deeds herein referred to exhibits B & C and with all the circumstances motives and considerations which accompanied and influenced the execution of them having participated therein as aforesaid and further that the said Bowley by writing under his own hand did furnish instructions in part to the surveyor appointed to lay out the lands purchased as aforesaid from the said Rupell a copy of which instructions is herewith filed marked E which these complainants pray may be taken for part of this their bill yet that the said Bowley having