June Term 1828

his wife, Ann Thomas and Blanisse Thomas administratrix as aforesaid against the said Francis Knott and from which said decree the said Francis Knott appealed to the Court of Appeals here, the tenor of which said record of proceedings is in form following to wit.

Saint Mary's County, to wit

At a Chancery Court of the State of Maryland for the first Judicial District, begun and held at Leonard Town, in and for the County aforesaid, on the first Monday of August, being the seventh day of the same month, in the year of our Lord one Thousand Eight hundred and twenty six, and in the fifty first year of the Independence of the United States of America.

Were present.

The Hon'ble { John Stephen, Esquire, Chief Judge. / Edmund Key / John R Mattes } Esquires, Associate Judges

William Williams, Esq. Shff. Jo. Harris clk.

In the record of proceedings of the same Court amongst others were the following, to wit.

Francis Knott } against { Kenelm S. Cheseldine, & Maria his wife, Ann Thomas & Blanisse Thomas, admrs. of Edward Thomas.

Be it remembered, that heretofore, to wit, on the third day of May, in the year of our Lord one thousand eight hundred and twenty four, came into the Court here Francis Knott, by Clement Dorsey his Solicitor, & filed in the said Court his bill of complaint against Kenelm S. Cheseldine, & Maria his wife, Ann Thomas and Blanisse Thomas, administratrix of Edward Thomas, in the words following, to wit.

To the Honourable the Judges of Saint Mary's County Court, sitting as a Court of Equity

humbly complaining, sheweth unto your honours, your Orator Francis Knott, of Saint Mary's County, That a certain Kenelm S. Cheseldine of said county, being as your Orator is informed and he verily believes, much embarrassed, did therefore with a view to raise funds for the payment of his debts, or to delay the sacrifice of his property, by Deed bearing date on the ninth day of August, in the year of our Lord one thousand Eight hundred and twenty two, duly executed and recorded among the Land records of said county, conveyed, bargained and sold unto a certain William Washington Bowling, all that Tract or parcel of Land lying and being in said county, being part of a tract of Land called Mattapony, whereon the said Cheseldine then resided, as appears by a copy of the said Deed herewith filed, and marked Exhibit No 1, and which your Orator prays may be taken as a part of his bill.

Your Orator further sheweth, that the said Bowling, on the ninth day of August in the year of our Lord one thousand eight hundred and twenty two, mortgaged the said land to the said Greenfield, to secure the payment of the sum of five thousand dollars, at the several times mentioned in the said mortgage, as appears by a copy thereof herewith filed, marked exhibit No 2, and which your Orator prays may be taken as a part of this his bill. Your Orator further sheweth, that a certain Edward Thomas, of Saint Mary's County, with whose daughter the said Greenfield intermarried, becoming dissatisfied with this arrangement and believing that he could better manage the sale of the said lands, than the said Bowling, for the said Greenfield; and being distressed at the supposition that might cause from the premises being conveyed that the same were executed with intent to defeat the just debts due by the said Greenfield, it was agreed, as your Orator is informed, that the said Greenfield should release to the said Bowling, the said Mortgage, and that the said Bowling should convey the said lands to the said Thomas, who should sell the same at public sale; that in pursuance of this agreement, the said Greenfield did execute and acknowledge, in due form of law, a release for the said lands, as appears by a copy thereof herewith filed, marked exhibit No 3, and which your Orator prays may be taken as a part of this Bill, that thereafter, to wit, on the thirteenth day of November, Eighteen hundred and twenty two, the said Bowling executed a deed to the said Thomas, to and for the said land tract of Land, as appears by a copy of the said Deed duly executed and recorded, and which is marked exhibit No 4, and which your Orator prays may be taken as a part of this bill. Your Orator further sheweth, that thereafter the said

June Term 1828

Thomas, to wit, on the fourth of february, Eighteen hundred and twenty three, in pursuance of public notice, offered the said Land at public sale to the highest bidder, and your Orator became the purchaser thereof, to and for the sum of four thousand one hundred and fifty dollars. Your Orator expressly charges, that at the time of the said sale, so as aforesaid made, that the said Cheseldine was present and did not object thereto, and that the terms and the conditions of the said sale were, that the purchaser should be entitled to the possession thereof at new years Day, next ensuing the date thereof, and that the tenant thereon should pay to the purchaser thereof the sum of two hundred Dollars rent for the use and occupation of the said Land, to and for the year eighteen hundred and twenty three. And your Orator avers, that the said Cheseldine and then tenant thereof, and at the said time and place, when the said sale was made as aforesaid, and when the said terms were so as aforesaid made known, the said Greenfield was present and heard the same. Your Orator also states, that he, on the day and year aforesaid, of the said sale, your Orator paid to the said Edward Thomas, the sum of one thousand, thirty seven dollars and fifty cents, it being one fourth part of the purchase money due on the said purchase, and took the receipt of the said Thomas for the same, as appears by a copy thereof herewith filed, and marked exhibit No 5, and which your Orator prays may be taken as a part of this bill. Your Orator also states, that he executed his notes to the said Thomas for the payment of the residue of the purchase money, and subsequently thereto paid unto the said Thomas, the sum of two thousand and sixty Eight Dollars and thirty five cents, in part payment thereof, as appears by the receipt of the said Thomas herewith filed, marked exhibit No 6, and which your Orator prays may be taken as a part of his bill. And your Orator further sheweth unto your honours, that the said Thomas executed unto your Orator a bond or obligation for the conveyance of the said Land to your Orator, upon the payment of the purchase money, as appears by the same, herewith filed, and which your Orator prays may be taken as a part of his bill, and which is marked exhibit No 8. That the said Edward Thomas, in the summer of Eighteen hundred and twenty three, departed this life intestate, and leaving Maria Cheseldine, wife to the said Kenelm, and Ann his only children, and heirs at law; that upon his death his widow Blanisse took out Letters of administration on his estate. Your Orator expressly avers, that the possession of the said land was important to him, and that he would not have become the purchaser thereof, nor paid his money as aforesaid, unless he had been induced to believe that he would have had possession thereof, as herein at the time stipulated as aforesaid for the delivery thereof, that the said land lay contiguous and adjoining to him, and that he purchased stock, and made every preparation requisite for the working thereof, during the year eighteen hundred and twenty four; but now so it is, may it please your honors, that the said administratrix, and the said Kenelm, combining and confederating together, and with divers others unknown to your Orator, who when known, your Orator prays may be made parties to this bill, with apt words to charge them, refuse to carry into effect the said agreement, and the said Cheseldine refused to deliver up possession to your Orator at New years day last, of the said land, and still refuses to do so, and inasmuch that he withholds the same from your Orator and the said administratrix refuses to refund to your Orator the money so as aforesaid paid to her intestate, and to deliver up the bonds as aforesaid executed by your Orator to her intestate, for the ballance due on the purchase money as aforesaid, but has thereto instituted suit thereon against your Orator, in Saint Mary's County Court; all which acts and doings of the said administratrix, and of the said Cheseldine, and their confederates are contrary to Equity and good conscience. In tender consideration whereof and for as much as your Orator is remediless in the premises by the strict principles of the common law, and can only obtain relief by interposition of a Court of Equity. To the end therefore that the said Kenelm Cheseldine, and Maria his wife, and Ann the only heirs of the said Edward Thomas, and the said Elizabeth Thomas as administratrix of the said Edward Thomas, may true and perfect answer make to the premises in the same full and perfect manner as if the same were again here specially repeated, and particularly set forth, and that the said contract, so as aforesaid entered into by your Orator, to and with the said Edward Thomas, may be rescinded; that the bonds so as aforesaid executed by your Orator may be delivered up to be cancelled, that the said Elizabeth Thomas may be decreed to repay your Orator the money so as aforesaid advanced by your Orator in payment of the said land before the time stipulated for the delivery thereof