should revert and be the property of your Orator, your Orator would further state to your honors, that in pursuance of said arrangement, the said Edward Thomas did proceed to advertise and sell the said real Estate mentioned in said deeds, and did offer the said the said land at public sale, in Leonard Town, to the highest bidder, some time last winter, when a certain Francis Knott was the highest bidder at said public sale, and became the purchaser, at and for the sum of four thousand one hundred and fifty dollars, on what precise terms of payment your Orator knows not, but for which the said Francis Knott, and the said Edward Thomas, did enter into certain instrument of writing for the better securing of the conveyance of the said land to the said Francis Knott, and for the better securing of the said purchase money, which said instrument of writing are, as your Orator believes, in the possession of the said Francis Knott, and the representatives of the said Edward Thomas, deceased. Your Orator, while they represent to your honours the fact of the death of the said Edward Thomas, leaving Clarissa his widow, and who has administered on his Estate, and Ann Thomas his Daughter, who is a minor under the age of twenty one years, would state to your honors, that though the aforementioned personal property has remained in the possession of your Orator, yet the title and prospect of uninterrupted enjoyment of the same to your Orator, requires the interposition of your honourable Court, as a Court of Chancery; nor would your Orator wish to cancel or involve in any uncertainty or embarrassment the said sale of the said real estate from the said Edward Thomas to the said Francis Knott, yet inasmuch as your Orator is in Equity and conscience entitled to complete and uninterrupted ownership of the said personal property, and the profits arising therefrom, and of the said purchase money, from the said Francis Knott, for the sale of the said real Estate, free and beyond the controul of the said William W. Bowling, or the said Clarissa Thomas, widow and administratrix as aforesaid, and the said Ann Thomas, a minor, heir at Law of the said Edward Thomas; and as your Orator, are entitled to all the papers and evidences of the profits of the said personal property, and the complete restitution of title thereto, and to a full account of the purchase money for said real estate, and if any has been paid by the said Francis Knott to the said Edward Thomas in his lifetime, or to the said Clarissa as administratrix, as aforesaid, since his death, how much, at what time, and how the same has been applied and appropriated, with all the necessary vouchers, receipts, accounts, and evidences, of payments, and evidences of Debt, relative to the same, arising from the aforementioned doings (and transactions. In tender consideration whereof, and for as much as your Orator are remediless in the premises at and by the direct and strict rules of common law, and cannot have adequate relief save in a Court of Equity, where matters of this and the like nature are properly cognizable and relievable, and that the said Defendant may answer the premises, and that the said Clarissa, as widow and administratrix may be compelled to come to a full and fair account, with all the papers and vouchers relative thereto, touching the premises, to be brought here into Court, and that she may be enjoined from receiving any portion of said purchase money or Interest thereon, and that the said Francis Knott may be enjoined from paying over any further portion of said purchase money, except by the order or decree of this honorable Court, and that your Orator may have that full and complete relief which may seem meet to your honors, may it please your honors to grant unto your Orator, the State of Maryland, a writ of Subpoena, to be directed to the said William W. Bowling, Clarissa Thomas, Ann Thomas and Francis Knott, commanding them at a certain day, and under a certain pain to be inserted, personally to be and appear before your honors, then and there to answer the premises, and to stand to and abide such order and decree therein as to your honors shall seem agreeable to Equity and good conscience, and enjoining the said Clarissa Thomas from demanding and receiving any further part of said

purchase money, or any debt, sums or profits, arising from said conveyances or doings, and enjoining the said Francis Knott from paying over any part of said purchase money or Interest thereon, to any person or persons, except by order of this honorable Court, both now and hereafter in the premises, and your Orator in duty bound will ever pray.

Henry K. S. Key, Solicitor for Complainants

Maryland, Saint Mary's county to wit. Then came Kenelm Greenfield Cheseldine before me the subscriber, in this fifteenth August Eighteen hundred and twenty three, a Justice of the Peace for the county aforesaid, and made oath on the Holy Evangelys of Almighty God, that the facts contained in said bill are just and true, to the best of his knowledge and belief. Sworn before Jo. Davis

And with the said bill were filed the following Exhibits, to wit

Exhibit A.

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 Mary's 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 doth hereby 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, being part of a Tract or parcel of Land called Mattapony, whereon the said Kenelm G. Cheseldine now resides, and which he inherited from his deceased father Calistines Cheseldine, lying and being in Saint Mary's 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 and cost of the said William W. Bowling his heirs ~~and~~ 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 Washington Bowling, his heirs and 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 hereinbefore written.

Signed, Sealed and delivered in the presence of Lewis Greenwell of Thos. Geo Combs. | Kenelm Greenfield Cheseldine. [seal]

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 Greenwell of Thos. — Kenelm Greenfield Cheseldine

Saint Mary's County, Sc. 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 Mary's County, being the party Grantor above named, before