December Term 1831.

Maryland begun and held at Upper Marlborough Town in and for Prince Georges county aforesaid on the first Monday in April being the sixth day of the same month in the year of our Lord one thousand eight hundred and twenty nine and the fifty third year of the Independence of the United States of America.

Were present

The Honorable | John Stephen Esquire Chief Judge / Edmund Key and / John R Plater | Esquires Apociate Judges

Edward W Belt Esq Sheriff. Aquila Deall Clerk

In the record of the proceedings of the same Court amongst others is the following Court:

Thomas Mundell vs Leonard Walson. | Be it remembered, that heretofore Court, on the fifth day of September in the year of our Lord one thousand eight hundred and twenty six the said Thomas Mundell by Alexander Mundell his Solicitor preferred to the Judges of Prince Georges County Court here sitting as a Court of Equity his bill of complaint in the words and of the tenor following Court: "To the Honorable the Judges of Prince Georges County Court sitting as a Court of Equity. The Bill of complaint of Thomas Mundell of Prince Georges county respectfully represents, that in the fall of the year eighteen hundred and seventeen a certain Leonard Walson of the county aforesaid contracted with your complainant for the purchase of the following parts of tracts or parcels of land lying in said county in fee simple Court: part of a tract called Taylerton, part of a tract called Quicksale, and part of a tract called Archers Pasture, which said lands lay contiguous to each other, and was at that time owned by and in the possession of your complainant who was seized in fee thereof; that the said Leonard Walson agreed with your complainant to give him eight dollars per acre for the aforesaid lands, the quantity of which was to ascertained by a survey by a certain James Robinson, and it was expressly agreed between the parties that so soon as the said Robinson should complete the survey the said Leonard was to execute to your complainant a bond for the purchased money with interest from the first day of January eighteen hundred and seventeen the day on which he was to take possession, payable in three equal annual instalments and interest on the whole sum at the time of the several instalments, so that one third of the principal with interest on the whole sum would be due on the first day of January eighteen hundred and nineteen, one third with the interest on the whole of the remaining purchase money be due on the first days of

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January eighteen hundred and twenty one, the other third with the interest thereon be due on the first day of January eighteen hundred and twenty one. That the aforesaid Leonard Walson likewise agreed with your complainant that as soon as the survey was completed, he would in order to secure the payment of the purchase money and interest as aforesaid at the times aforesaid, he would execute a trust deed of said lands to your complainant together with the following negro slaves then owned by said Leonard (a list of whose names he gave to your complainant) to wit, one negro man named Jacob, one named John, one named Abraham, four negro women to wit, Annaky, Deborah, Libin and Meany with the increase of said female slaves, with a power to sell and dispose of all or so much of said property as would be necessary to pay to your complainant all the aforesaid sums of money in case the said Leonard should fail to pay at the times above specified. And the said complainant agreed with the said Leonard to give him a deed conveying the said land to him in fee simple, with a general warrantee after the said survey should have been made; the said deed and the trust deed and bond from the said Leonard to be executed at the same time and exchanged, the trust deed to recite all the circumstances of the agreement. That on the first day of January eighteen hundred and eighteen, your complainant delivered possession of the said lands to the said Leonard; that from the distance at which your complainant and the said James Robinson resided from the lands aforesaid, the survey was not completed until the latter end of the year eighteen hundred and nineteen; that said Robinson at that time completed it, having run the lands in the presence of the said Leonard, who was perfectly satisfied therewith, and the lands were found to contain three hundred and forty seven acres, making the purchase money amount on the first day of January eighteen hundred and eighteen (at which time the said Leonard took possession) to the sum of two thousand seven hundred and seventy six dollars with interest from that day; that on the completion of the survey the said Leonard promised to comply with his agreement as aforesaid so soon as the deeds and bonds could be drawn up, that your complainant relying on said Watsons assurance, remained for some time without any apprehension about it, that on the fourteenth of February eighteen hundred and twenty your complainant received the amount of a draft of Philemon Dickerson on J Washe of Baltimore for three hundred and twenty six dollars and twenty two cents which draft had been paid your complainant by Watson on account of his purchase aforesaid. That his payment did not extinguish the interest then due; that said Watson on the twenty second day of June of the same year paid your complainant Isaias Youngs note negotiable at the Planters Bank of Prince Georges County for six hundred dollars which last sum left due on account of the