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purchase money the sum of five thousand five hundred and sixty five dollars and forty eight cents with interest thereon from the last mentioned day; that on the twenty second of August eighteen hundred and twenty three said Watson paid a con Jo John Smith a constable the amount of a claim held by said Smith against your complainant, being forty eight dollars, forty cents and a rd rd. your complainant avers that these are all the payments said Watson has ever made him on account of the aforesaid purchase; and in the latter part of the year eighteen hundred and twenty, your oblo complainant being anxious to have the affair closed, agreeably to the agreement, ad, drew up and executed a deed for the said land with a general warranty from himself to Watson and likewise a bond and trust deed to be executed by Watson to him, such as said Watson by his agreement was to execute; that on presenting them to said Watson, he expressed a unwillingness - a trust deed and begged your complainant to take the room of it a mortgage of all the property mentioned aforesaid; that in order to gratify him, your complainant procured a mortgage deed, the the lands and negroes aforesaid to be drawn up, and sent it, together with a bond to the said Watson for him to execute - Your complainant has at various times since applyed to said Watson to execute the same, and exchange deeds with him, as had been stipulated, but said Watson has always put him off by various excuses for the delay and promises of payment of the purchase money, and interest which have never been complied with, altho your complainant has always been ready to execute and deliver a deed of the last aforesaid with a general warranty agreeably to the agreement - But said Watson has never complied with his part of said agreement, and after having been in possession of, and cultivated said lands and derived great profit therefrom ever since the first day of January eighteen hundred and eight & deceiving your complainant during that time by false promises, refuses to pay your complainant the sum due him on account of the phachase money, or to suffer your complainant to sell the aforesaid land and negroes to discharge the same, or to give him authority to do it agreeably to his agreement) the three years of credit having expired. Your complainant will here represent that placing great reliance in the integrity of said Watson, and relying on his promises as aforesaid, he took no steps at the time of the agreement to place himself in a situation to prove said contract, which was your complainant believes known only to Watson and himself, and said Watson since his refusal to settle with your oblo complainant has most studiously avoided any conversation on the subject with any one - Your complainant therefore, in as much as is is remidiless at law humbly prays the honorable Court to interfere in the premises, and compell the

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said Leonard Watson to declare on his corporal oath, whether the agreement as aforesaid set forth, was not the true agreement between the parties, and that your Honors will decree a specific performance of the same, and that the aforesaid lands and negroes may be sold to pay your complainant the amount due to him on account of the purchase money aforesaid; and that the said Leonard may be summoned to appear before this Court and answer to the premises as fully as if the same were herein again set forth in the form of interrogatories, and that your honor will grant to your complainant this and such other relief as the Justice and Equity of his case may require and he will as in duty bound ever pray &c

Alexander Mundell for Complainant.

Whereupon it is ordered by the Court here that subpana issue to the said Leonard Watson as prayed in the aforegoing Bill of complaint, which said subpana accordingly issues in the words following to wit: "Prince Georges County &c. The State of Maryland to Leonard Watson late of Prince Georges county greeting. You are hereby commanded, that all excuses and delays set aside you be and appear before the county court of the county aforesaid to be held at the Town of Upper Marlborough in said county on the second Monday in October next, to answer the Bill of complaint of Thomas Mundell in said Court exhibited against him. Hereof fail not at your peril. Witness the Honorable John Stephen Chief Judge of the first Judicial District the 3rd day of July 1826 - Issued the 6th day of September 1826. Aquila Beall Clk."

At which mentioned second Monday in October being the ninth day of the same month in the year of our Lord one thousand eight hundred and twenty six, and the day of the return of the aforegoing subpana, comes into the county Court here the said Thomas Mundell by his Solicitor aforesaid, and the Sheriff of Prince Georges county aforesaid, to wit, George Semmes Gentleman, to whom the aforegoing subpana was directed, makes return thereof to the Court here thus endorsed to wit: "Not Sem'd Geo. Semmes Shff."

And thereupon the said Thomas Mundell by his Solicitor aforesaid prays that the said subpana may be renewed; Whereupon it is ordered by the Court here that the same issue to the said Leonard Watson as prayed, which said subpana accordingly issues in the words following, to wit: Prince Georges County Sct. The State of Maryland to Leonard Watson late of said county Gentleman greeting. You are hereby commanded that all excuses and delays set apart you be and appear before the county court of the county aforesaid, to be held at Upper Marlborough Town in said county on the second Monday in January next, to answer the Bill of complaint of Thomas Mundell against you in said Court exhibited as a Court of Equity. Hereof fail not &c. Witness the Honorable John Stephen Chief Judge of the first Judicial District the 24th day of October 1826.