administrator de bonis non of James Hawkins and administrator of Susanna Blagett the residuary legatee of said James that your orator heretofore to wit as administrator afore-said filed his bill of complaint in your Honorable Court charging among other things therein contained that a certain Clement Smith of the District of Col. purchased and on or about the year eighteen hundred and _____ was seized in fee of a tract of land situate in the County aforesaid called Bleau Drinking and was possessed of considerable per-sonal property then thereon and being so seized and possessed he the said Smith entered into an agreement with a certain Charles C. Jones for the sale of the same to him that some time afterwards the precise time your orator is unable to ascertain the above named James Hawkins agreed to purchase a part of said property or to pay a part of the purchase money which he the said Charles C. Jones was bound to pay the said Hawkins to have a lien on the said property for the amount thereof. Your orator further charged that a part of the funds thus advanced by said James Hawkins consisted of two bonds which he held and which the said Smith agreed to receive in payment of so much of the purchase money due from said Charles C. Jones. By agreement between the parties these bonds were deposited in the hands of a certain Lewis Grant Davidson (then of the District aforesaid and now deceased) and were not to be delivered up to said Clement Smith without payment of the amount of them was secured by a lien on said property to be either given by said Smith or said Charles C. Jones to whom so much of said property was to be rendered in order that the lien might be given. The lien was to be given on that part of the property which was still owned by said Smith he having previously sold and conveyed to said Hawkins four hundred acres part of said Bleau Drinking estate and which the said Hawkins held as his own absolute property your orator therewith produced the paper marked Exhibit A. which as well as all other exhibits produced by him he prayed might be taken as a part of his bill which paper served to explain the particulars of the agreement. Your orator fur-ther stated that he understood from the said Clement Smith that the said bonds were delivered up to him the said Smith (altho' your orator believes the said lien never was given) and that said Smith long since got the possession of said bonds and has col-lected or ought to have collected the amount of them. The precise amount of which your orator was unable to state and he prayed that the said Smith might be required to state the amount of each and everything in relation to them, why and when the same were delivered as your orator was unable to state, and since letters of administration had been granted to him he had been unable to gain any particular information in regard to the agreement other than that which was afforded by his Exhibit A. which purported to be the heads of an award intended to have been executed by the said Davidson and a certain Nathan Sulborough who had been associated by said Smith and Charles C. Jones to settle the matters in controversy between them, your orator was obliged to rely upon the information to be obtained from the parties concerned and he prayed that they might be required to make a full discovery. Your orator fur-ther charged that the part of the money received by said Smith of said Hawkins was to be refunded to him and that your orator had no security for the payment of it other than that which by the terms of the agreement ought to have been given to the said Haw-kins and which agreement your orator prayed the said Smith and Charles C. Jones might be compelled to execute. Your orator also produced therewith and made a part of his said bill of complaint Exhibit B. which was a copy of a paper signed by said C. C. Jones the original being in the possession of the said Smith and your orator prayed he might be compelled to produce it in your Honourable Court that paper shewed that the said Charles C. Jones had rescinded the contract with said Smith and was not in a situation to give the security to which the said Hawkins

in his lifetime was entitled. The said bill further charged that the said James Hawkins died some time in the year eighteen hundred and twenty five or six having first made his last will and testament a copy of which was therewith produced marked Exhibit No. 2 as part of said bill and your orator referred to the same and the several provi-sions thereof. Your orator charged that the said will was admitted to probate and letters testamentary were granted to Elizabeth Hawkins the Ex.tr therein named who lived some years after the death of the Testator, but was so old and infirm as not an-ticipated as to be incapable of attending to the business of the estate or of collecting the debts due to it that the said Elizabeth Hawkins had since died, but before her death letters of administration de bonis non upon the estate of said James had been granted to your orator, also that letters testamentary on the estate of said Elizabeth had been granted to a certain Francis Kedelen of Prince George's County who had possessed himself of her estate sufficient to pay all claims against him. Your orator further charged that Susannah Blagett named in the will of said James Hawkins and who was thereby constituted his residuary legatee had since died intestate, and letters of administration upon her estate had been granted to your orator by the orphans Court of Montgomery County. By reason of which said letters of administration de bonis non and letters of administration aforesaid granted to your orator he was entitled to demand the execution of the contract aforesaid and the payment of the money due thereon to said James Hawkins but so it was that altho' your orator had fre-quently applied for more particular information in relation to said con-tract and that the same be carried into effect he had been unable to obtain it from said Smith Jones and Kedelen and thence was unable to close his ad-ministration of the estates of the said James Hawkins and Elizabeth Blagett. And your orator prayed that the said Clement Smith Charles C. Jones and Francis Kedelen might be made defendants to said bill and answer the premises and the said Clement and Charles might disclose fully all the circumstances con-nected with the transaction therein before recited and might produce all original papers relative thereto and that the said Charles C. Jones might parti-cularly answer whether any part of the money advanced as aforesaid by said Haw-kins in his lifetime had been refunded and if any state what part and the a-mount of each payment and that the said Francis Kedelen might state the amount of assets which came to his hands as the executor of Elizabeth Hawkins and that a decree of your Honorable Court might be had for the sale of the premises if ne-cessary in order to pay the debt due your orator testator and for such other and further relief &c. which said bill and exhibits therein referred to being duly filed and subpoena's issued as prayed to the said Clement Smith, Charles C. Jones and Francis Kedelen the said Charles C. Jones has since died having first made his last will and testament as well hereafter appears and the said Clement Smith having conveyed the property real and personal in controversy as well hereinafter also appears and your orator having obtained other and more particular information in the premises in addition to and by way of supplement to the matters and things contained in his former bill which he prays together with the exhibits aforesaid referred to may be considered and taken as a part of this bill charges that the said Charles C. Jones late of Montgomery County deceased being a brother in law of your orators intestate and largely indebted to the said Clement Smith of George Town in the District of Co-lumbia on mortgage and bills of sale and also largely indebted on mortgage to a certain Thomas Bramphin also late of said County deceased. The said Cle-ment on or about the twenty second of May eighteen hundred and twenty two