filed his bill of complaint in Montgomery County Court as a Court of Equity and such proceedings were thereupon had that all the lands and personal estate mortgaged by the said Charles to the said Clement and to a certain Doctor John Bowie as Trustee for said Crampshin were decreed to be sold by certain Trustees appointed for that purpose and the said Trustees afterwards to wit on the seventh of April eighteen hundred and twenty three sold the lands and personal estate above mentioned to said Clement Smith for the sum of twenty three thousand nine hundred and seventy six dollars. Your orator further shews that after the said sale the said Jones having obtained possession of the lands and personal estate which had been previously delivered to said Smith and the said Charles C. Jones still denying the equity and justice of said Smith's claim and refusing to redeliver possession of the said lands and negroes to the said Smith it was proposed on behalf of the said Smith that if the said Charles C. Jones would pay to the said Smith the sum of twenty two thousand dollars that he the said Smith to avoid all further trouble and litigation would relinquish all further claim to the property sold under the decree of the Court before mentioned but the said Jones protesting that he did not owe the said Smith so large a sum of money and being unable to procure the same applied to the said James Hawkins to advance him ten thousand dollars in stock of the Bank of _____ which the said James Hawkins then held and owned, and certain bonds of William Dudley Diggs amounting to two thousand five hundred dollars with interest from the first day of January eighteen hundred and twenty and of ____ De Butts amounting to about three thousand dollars and the said Jones promised to convey to the said James Hawkins in fee in consideration of the advance of said sum of ten thousand dollars in stock four hundred acres of the land mortgaged and sold as aforesaid to the said Smith and to secure the amount due on the bonds aforesaid by a lien on the remainder of said land and the personal estate aforesaid and the said James Hawkins undertook and agreed to advance the said sum of ten thousand dollars and assign the aforesaid bonds on the terms and conditions proposed by said Jones as aforesaid if the said Clem. Smith would agree would agree to the same, Whereupon the said Clement Smith and Charles C. Jones on the fifteenth day of January eighteen hundred and twenty five entered into the following agreement of writing to wit, "Terms of compromise between Charles C. Jones and Clement Smith.—

Basis. The bargain with Hawkins to be carried into effect by a conveyance from Mr. Smith &c. upon turning over to Mr. Smith the proceeds for which he shall credit Mr. Jones in account at the market value of the stock the other securities in the hands of Jones which Smith agreed to receive as cash (as Diggs and De Butts bonds now deposited with Mr. Davidson) to be assigned over and delivered to Smith and all the property real and personal of Jones which was purchased by Mr. Smith at the Trustees sale under the decree to remain under lien for the balance after deducting the sum total of the several items to Mr. Jones' credit as aforesaid from $22.000, on such times and under such limitations as Mr. Lufborough and Mr. Davidson and the counsel of the parties may fix, so as Jones remained in possession and have not less than a year to release the lien the mode of releasing that lien and the time in other respects to be settled by the said referees. The personal property placed on the farm by Mr. Smith since his purchase and there remaining to be returned to him such allowance for grain in the ground crops &c. as the Referees may determine. The whole matter of detail to fill up this outline so as to place the parties in a state of security and mutual accommodation to be filled up and provided for by the referees and as Mr. Jones disputes that his debt to Mr. Smith amounts to $22.000 it is also agreed that Mr. Lufborough and Mr. Davidson shall settle the account so as to ascertain whether any and what deduction ought to be made

from the $22.000 and such deduction shall be credited against the balance charged upon the said property accordingly. The securities above mentioned to be assigned as cash are nevertheless to be secured by the same lien as the balance above mentioned and adequate provision by formal writings to be made for the whole when the details are adjusted." And the said referees delivered their said award to the said Smith ascertaining and fixing the amount of the debt due from said Charles C. Jones to said Smith at twenty two thousand dollars and requiring the liens to be executed as aforesaid; and the said Smith and Jones always acknowledged to said referees the right of said Hawkins to be secured in his advances to the amount of said bonds by a lien as aforesaid and the said Smith received the said bonds with that agreement and understanding. Nevertheless the said lien has never become executed by the said Smith to the said Hawkins in his life time or to his representatives since his death. And your orator further charges that the said Charles C. Jones in his life time failed to pay to the said Hawkins the sum of the bonds borrowed and that the said Charles C. Jones and James Hawkins have both since died the former having first made his last will and testament whereby he devised all his estate real and personal to his sister Eleanor Coates for life and after her death to his nephew John C. Jones in fee as by a copy of said will hereto annexed marked Exhibit No. 3 which it is prayed may be taken as a part of this bill will more fully appear. And the said Charles C. Jones being at the time of his death indebted to the said Smith for a balance of the sum awarded to be due as aforesaid the said Smith has since to wit on or about the thirteenth of June eighteen hundred and thirty seven sold and conveyed to the said John C. Jones all the real and personal estate of the said Charles C. Jones mortgaged to and purchased by the said Smith not previously conveyed to the said Hawkins. And your orator charges that the said John C. Jones had full notice before making the purchase aforesaid of the claim of your orator to a lien on the premises and that the said Jones in order to secure to the said Smith the payment of the bonds of Wm. William D. Diggs and De Butts assigned as aforesaid by said Hawkins and received by said Smith as a cash payment on the part of the said Charles C. Jones and to indemnify and save harmless the said Smith from all loss by reason of the claim of your orator to a lien on the premises has mortgaged the said real and personal estate so purchased by him of said Smith as by a copy of said deed of mortgage herewith marked Exhibit No. 4 which it is also prayed may be taken as a part of this bill will may fully appear. Your orator further charges that the said Charles C. Jones was from the year eighteen hundred and twenty three to the time of his death utterly insolvent that he held no property in his own name and always declared that the property in his possession belonged to the said James Hawkins and Clement Smith and avoided all process against said property by said declarations and solemnly declared under hand and seal that the whole of said property does actually and bona fide belong to James Hawkins of Prince George's County and Clement Smith of the District of Columbia that the said property and all the other personal property on the Clean Drinking estate are merely under my care as the agent of Hawkins and Smith; and your orator further charges that since the death of the said Charles C. Jones no letters testamentary or of administration have been granted on his estate but that the said Clement Smith took possession of all property real and personal in his possession at the time of his death: Wherefore your orator is advised that in consideration of the premises he is entitled to a lien on the real and personal estate sold by the said Smith to the said John C. Jones and the payment of the balance due from said Charles C. Jones and said Smith and also the performance of the agreement between the said Charles C. Jones and Clement Smith and James Hawkins