Bill of Complaint against Joseph I Jones in the words following to wit,
To the Honorable Theodorick Bland Chancellor of Maryland.
Humbly complaining sheweth unto your Honour your orator Jere-
-man Batt of Prince Georges County in the said State, That your
orator is the owner in fee simple of a tract of land situated at the
intersection of the Washington Branch of the Baltimore and Ohio
Rail Road and the Turnpike road between Baltimore and Washing-
-ton at a place called Bettzville, That upon the said tract of land
your orator has a house and improvements occupied and used as a
tavern stand the value of which mainly consists in its being a
stopping and watering place of the trains of cars passing on the said
road between Baltimore and Washington, That before your orator
erected his present improvements on the said tract of land he inqui-
-red of and ascertained from the Baltimore and Ohio Rail Road
Company that they would make the said intersection of the Turn-
-pike and Rail Road aforesaid a stopping and watering place pro-
-vided a supply of water could be obtained in the vicinity sufficient
to fill the tank or reservoir that it would be necessary for the said
Company to erect for the use of the engines drawing trains on the
said branch road. Your orator being interested in the matter made
enquiry at once, and aided in his examination by the officers of
said Company ascertained that a supply of water could be obtained
in requisite abundance from certain springs on the land belonging
to a certain Joseph I Jones. That the place on said land where said
springs were found presented at the time no appearance of an open
and running spring available in its then condition for useful
purposes but was a damp wet and sobby piece of ground indicating
the existence of spings of water which might be made available by
digging down walling a reservoir and collecting the small streams
of water into one head, The evidence of the supply of water being
satisfactorily ascertained application was made to the said Jones
for permission to collect the springs and conduct them by suitable
pipes to the intersection of the two roads aforesaid there to furnish
a supply of water to the tank or water station proposed to be
built, That the said Jones at once assented to the use of the said
springs of water aforesaid with the understanding that when the
said springs were collected into a common reservoir and the same
walled up, one half of said reservoir should be left open for the use
of said Jones and upon condition that your orator would agree
to indemnify the said Jones for all damages that he might sus-
-tain in the opening of the ground for the purpose of laying down
pipes to conduct the water from the spring to the water station
aforesaid, the said Jones requiring no other compensation for the
use of the springs in their then condition then the use of one half of
the spring when it should by digging and walling as aforesaid be made
available for useful purposes and the agreement aforesaid of your
orator to indemnify the said Jones for damages that he might sustain
in laying down the pipes aforesaid, That the said Rail Road Company
being unwilling to incur the expence of erecting the water station

necessary to receive the water from the spring without an assurance that
they should have the use of the water, and being unwilling to meddle with
the springs without the consent of the proprietor of the land, required that
your orator should obtain from the said Jones a binding evidence of his
assent, That your orator accordingly applied to the said Jones for a deed
of conveyance of the said springs with the rights necessary to the use
of them for the purpose aforesaid, That the said Jones made no objec-
-tion to the execution of such an instrument but alleged that he had re-
-cently purchased the land and had himself as yet no deed for it but that
as soon as he obtained a deed he would execute such an instrument
as was requested by your orator and required by the said Rail Road Com-
-pany. And the said Jones accordingly addressed a letter to the said
Rail Road Company in which he bound himself to execute to your
orator a proper conveyance of the said springs and the rights appen-
-dant to their use and your orator bound himself to the said Company
to furnish to them the supply of water so to be obtained as aforesaid
and your orator here brings into Court and files as a part of his Bill
of complaint copies of the original papers shewing the demand of
the said Company upon your orator the obligation of your orator
to to the said Company witnessed by the said Jones and the obliga-
-tion of the said Jones to convey when he himself should procure a
title which papers are retained by and filed in the office of the
Baltimore and Ohio Rail Road Company and cannot be at this
stage of this proceeding obtained by your orator wherefore the
annexes the copies aforesaid certified under the seal of said Company
and which he prays may be taken as part of this his bill of complaint.
And your orator further states that the said Company did on the
execution of the said papers proceed to dig and wall the said springs
and bring them into one head over one half of which they built a cover-
-ing capable of being locked up for their own use leaving the other
half open for the use of the said Jones who thereby obtained a hand-
-some spring and ample supply of water where he had originally
nothing but a marshy and useless spot of land and that the said
Company also erected a tank or water station at the intersection
of the roads aforesaid and laid down pipes to lead the water into it
from the said spring and that the said Company have in accordance
with their understanding with your orator ever since made use of
the said water station for the purpose of supplying the engines
of their trains with water. And your orator further states that he
gave an instrument of writing as agreed upon as aforesaid to the
said Jones in which your orator agreed to indemnify him for all
damages which he might sustain by the digging of his fields or
ground for the purpose of laying down the pipes aforesaid. And
your orator further states that he put up considerable and expen-
-sive buildings at the intersection of the roads aforesaid and appro-
-priated the same to the purpose of a Tavern stand and that the same
are now under rent to a tenant upon the condition that one half
of the rent now reserved is to be abated, should the said Company cease
to use the said water station as heretofore. And your orator further