states that he has been informed and believes and so your orator expressly charges that the said Jones hath now got a title to the said land and is in a situation to convey the said spring and rights appendant thereto to your orator, and your orator further states that he has been at all times willing and ready and that he is now willing and ready to indemnify the said Jones for all and any damage that he may have sustained by reason of the digging for and laying down the pipes aforesaid but that the said Jones hath never made any demand upon your orator for damages nor does your orator believe that he has sustained any in as much as the said Jones has now an available supply of water which he had not before and the fields around the said spring are in grass. Nevertheless your orator is ready and tenders to pay whatever damage the said Jones may have sustained as agreed upon between them, and your orator further states that the said Jones now wholly and peremptorily refuses to convey to your orator as originally agreed upon alleging that your orator has not paid him a consideration for the said spring, and with a view to compel your orator to pay to him such sum as the said Jones may please to demand as consideration for the use of said spring and not as damages for laying down said pipes through his fields threatens to take up the said pipes or otherwise to stop the flow of water from said spring to the said water station and has actually given notice to the said Company not to water their Engines at the said station, and your orator expressly charges that the claim thus set up by the said Jones is without a shadow of right and is done maliciously and fraudulently for the purpose of injuring your orator and with a view to compel him to pay for the said spring contrary to the intention and agreement of the said Jones when the said spring was made available as aforesaid, and your orator expressly charges that the consideration to the Jones for the privilege of using the said springs was the advantage that the said Jones expected to derive and has since derived from the making of the same available to him for useful purposes and the agreement of your orator to indemnify for all damages done by opening the ground to lay pipes as aforesaid and your orator further charges expressly that it was in consequence of the undertaking of the said Jones to convey as aforesaid that your orator went to the expence of building and improving his property as aforesaid. And your orator charges that the interruption of the supply of the water of said spring will at once deprive his property of the advantage of being a water station which it now has and besides reducing the rent paid by the present tenant one half will otherwise seriously and irreparably injure his said property. And your orator expressly charges as his belief and apprehension, that the said Jones will if not restrained by authority of this Honorable Court take up the said pipes or otherwise interrupt the flow of water from the said spring to said water station, doing to your orator thereby a wrong which no action at law can compensate. And your orator charges expressly that the said Jones hath given notice to the said Company to cease to use the said water station supplied from the said spring. All which actings and

doings are contrary to equity & good conscience and tend to the manifest wrong and injury of your orator and for as much as your orator is remediless in the premises at and by the strict rules of the common law and can only have relief in a court of equity where matters of this sort are properly cognizable and relievable. To the end therefore that the said Joseph I Jones may upon his corporal oath full true direct and perfect answer make to all and singular the matters aforesaid and that as fully and particularly as if the same were here repeated and he distinctly interrogated thereto and that the decree of this Honorable Court may pass in the premises requiring & commanding the said Jones to convey to your orator the spring or springs aforesaid with the rights appendant thereto and that the said Jones may be restrained from interfering with the supply of water to the said water station from the said spring or springs and that your orator may have such further and other relief as to your Honor may seem meet may it please your Honor to grant unto your orator not only the state of Maryland writ of Injunction to be directed unto the said Joseph I Jones to restrain him, his servants workmen and agents from digging up the pipes leading from the spring on the said Jones's land now used to supply the water station of the Baltimore and Ohio Rail Road Company at the intersection of the Washington Turnpike road and the Washington Branch of the Baltimore and Ohio Rail Road at Bettsville, or in any other way or manner preventing obstructing or in any wise interfering with the flow or supply of water from the said spring to the said Water station but also the state of Maryland writ of subpoena to be directed to the said Joseph I Jones commanding him by a certain day and under a certain penalty to be and appear before your Honor in this Honorable Court then and there to answer the premises and to stand to abide by and perform such order and decree herein as to your Honor may seem meet and your orator will ever pray &c.

J. H. B. Latrobe, Compt's Solicitor

State of Maryland Prince Georges County Set. Be it remembered that on this 26th day of November in the year eighteen hundred and thirty eight before me the subscriber a justice of the peace of said state in and for said City personally appeared Truman Bett and made oath on the Holy Evangels of Almighty God that the matters and things in the above bill set forth as of his own knowledge are true and as derived from the information of others he believes to be true.

Sworn before. J. W. M'Kneu, J. P.

September 25th 1835.

The President of the Baltimore and Ohio Rail Road requires of Truman Bett an instrument of writing with at least one surety under a penalty equivolent to expence incurred by the said Company in erecting the water station commencing at Jones spring adending at the said Bett's store (the contract price is three thousand seven hundred dollars more or less) to convey the piece of ground offered to the board for a house for engines Cars &c also the exclusive right to the spring belonging to the said Jones with free egress and