were certain papers and proceedings thereto fore had and taken in said County Court, severally as follows.

To the Honorable Judges of Prince Georges County Court sitting as a Court of Equity.

John E Berry vs Edward Scott and Horatio C Scott. } Humbly complaining sheweth unto your Honors your orator John E Berry of Prince Georges County, that on the nineteenth day of September in the year of our Lord one thousand eight hundred and twenty eight, your orator in pursuance and fulfilment of a contract previously entered into with a certain Thomas Osbourn late of the said County deceased conveyed to said Osbourn by deed by bargain and sale, regularly ex- a part of a certain tract of land lying and Prince Georges County and known by the name Maidens Lowry containing one hund- and one half of an acre more or less. a the said Thomas Osbourn agreed to pay your orator the sum of two thousand dollars Land the consideration expressed in aforesaid all of which will more fully by reference to an authenticated copy of said deed herewith filed marked Exhibit A and which your orator prays to be taken and considered a part of this his Bill of complaint. Your orator further states that after the he executed the deed as aforesaid the said Thomas Osbourn did not in his lifetime pay nor his executors since his death pay to your orator any part or portion of the aforesaid sum of two thousand dollars but the whole sum is still due to your orator. Your orator further alleges that subsequently to the execution of the deed aforesaid that the said Thomas Osbourn conveyed of trust to a certain Edward Scott and C Scott of the County aforesaid all his both real and personal including the conveyed to him as aforesaid by orator and that the said Edward Scott Horatio C Scott refused to pay your orator the sum of two thousand dollars or any part of they knew of this subsisting lien upon land at the time they received the conveyance aforesaid. Your orator is advised that this standing the subsequent conveyance he has equitable lien upon the land for the payment of the consideration money aforesaid. In tender consideration whereof and for as much as your orator is remediless in the premises by the strict rules of common law (the said Edward Scott and Horatio C Scott refusing him to pay him the said sum of money) and cannot have full and adequate relief save in a Court of Equity where matters of this nature are properly cognizable and relievable. To the end therefore that the said Edward Scott and Horatio C Scott may upon their several and respective corporal oaths full true direct and perfect answer make to all and singular the matters hereinbefore stated and charged and that not only as to the best of their respective knowledge and remembrance but also as to the best of their information and belief and that the said defendants may answer the premises and render a fair account with your orator of the principal and interest due for the land aforesaid and that your may decree that they pay the so ascertained to be due and in default the the said land be sold at public sale proceeds applied to the payment of the said money, and for further relief, May it please your Honors

to grant to your orator the States writ to be directed to the said Edward Scott Horatio C Scott commanding them to be and before your Honors in this Honorable Court then and there to answer the premises and to stand to and abide such order and decree therein as to your Honors shall seem agreeable to equity and good conscience and your petitioner shall ever pray &c.

C. C. Magruder, Sol for Complainant

Mem: Several parts or pieces of the original Bill being worn off in the rear now why the blanks are left in the aforegoing Bill.

Complainants Exhibit A

This Indenture made this nineteenth day of September in the year of our Lord one thousand eight hundred and twenty eight, Between John E Berry of Prince Georges County and State of Maryland of the one part and Thomas Osbourne of the County and State aforesaid of the other part Witnesseth the said John E Berry for and in consideration of the sum of two thousand dollars current money of the United States to him in hand paid by the said Thomas Osbourne before the sealing and delivery of these presents the receipt whereof he the said John E Berry doth hereby acknowledge and from every part and parcel thereof doth hereby acquit exonerate and discharge the said Thomas Osbourne his heirs executors and administrators to the said John E Berry hath granted bargained sold aliened enfeoffed and confirmed and by these presents doth grant bargain sell alien enfeoff and confirm unto the said Thomas Osbourne his heirs and assigns part of a tract of land lying and being in Prince Georges County called and known by the name of "Maidens Lowry" Beginning for the said part at a bounded white oak standing on the south side of Charles Branch said oak being the second boundary of the whole tract and running with Stephen West's part and the courses of Benjamin Berry deed south eighty five degrees fifteen minutes west one hundred and thirty six perches then south four degrees forty five minutes east one hundred and two perches and one half of a perch to the main road then with the road north fifty six degrees west twenty two and a half perches then north fifty five degrees and thirty minutes west forty perches then north thirty nine degrees and a half west ten perches then north twenty eight degrees west twenty four perches then north twelve degrees west thirteen perches then north nineteen degrees and a quarter west twenty eight perches then north twenty nine degrees and a half west eight perches then north twenty five degrees west eighteen perches then north three degrees and a half west eighteen perches and a half then north nine degrees and a half east five perches to a corner of Isaac Balls land and with his land north eighty degrees east sixteen perches to a branch then down the branch north seventy one degrees and a half east nine perches then north seventy seven degrees east ten perches and a half then south seventy eight degrees east thirteen perches and two thirds then south eighty degrees east eight perches to another corner of Balls land then with his land to a stone on a Hill near Edward Dancy's house then south seventy three degrees and a half west twenty perches then south nine degrees west sixty perches then south thirty degrees east fifteen perches and a half to the first line then to the beginning containing one hundred acres and one half of an acre more or less Together with all advantages, right title and interest whatsoever of him the said John E Berry both at law and equity of in to and out of the said land and premises hereby bargained and sold or meant mentioned or intended hereby to be and every part and parcel thereof with