land called Bloomings Plains lying in said District remaining after the previous sales thereof made by your orator to sundry persons which balance was surrounded by the lands of Allen Dorsey, Lloyd Selby and John Poole and estimated to contain about sixty three acres more or less and which had been previously rented to Nathaniel Porter of the said District as your orators tenant did enter into a verbal agreement with the said Nathaniel Porter to sell the said parcel of land to him at and forty the sum of six hundred and fifty dollars for the gross quantity thereof whether it contained more or less than the above estimation thereof on the following terms the said Porter to pay to your orator in cash the sum of one hundred and fifty dollars and the balance of the said purchase money in annual instalments of one hundred dollars with the interest thereon, that as soon as the cash payment was made the said contract was to be reduced to writing and signed by the said parties and that upon the payment of the purchase money your orator was to convey the said land to the said Porter.

Your orator further states that confiding in the said Porter and receiving from him as part of the cash payment one hundred dollars of the purchase money and believing that the said Porter would comply with his part of the said contract aforesaid your orator gave him possession of the said land in part execution thereof and gave him also a receipt for the said one hundred dollars which contains a statement of the terms or some of the terms of the said contract signed by your orator, which receipt being the only paper in writing in relation to the said contract your orator prays that the said Porter may be required to produce and file in this Court.

Your orator further states and charges that the said Porter after he thus got possession of the said land has refused and still refuses to comply with the agreement by paying to your orator the aforesaid sums of money and interest all of which except the sum of one hundred dollars aforesaid and the sum of thirty five dollars paid to your orator by him about the fall of the year eighteen hundred and thirty eight still is and remains due to your orator and that the said Porter hath also refused to comply with the agreement aforesaid by entering into writing and signing the terms thereof that on the contrary the said Porter continues in possession of the said lands cultivating the same in a manner to produce the greatest immediate profits and crops but so as permanently and materially to impair the value of the said lands and to diminish the security of your orator for the purchase money and your orator also further avers and charges that tho' the cleared land on the said parcel of land is fully sufficient for its proper cultivation and the wood and timber thereon standing last year are necessary to its judicious management and the security of your orator yet that the said Porter has been for some time and is now engaged in having the wood and timber on the said land cut down and carried away and sold and your orator apprehends that he will continue so to do until he has utterly deprived the said land of any wood or timber whatever. so that your orators security for the payment of the balance of the purchase money being now confined to the value of the said land will be still more diminished and is now your orator apprehends inadequate to the payment of the balance

of his purchase money and interest as aforesaid.

Your orator further states that the said Porter has frequently made promises to pay sums of money to your orator and once gave him a draft on his agent after he had drawn all his money out of the agents hands in order to your orator avers and charges to delay the payment until he has received all the benefit he can from the Land and then leave it worth little or nothing and abscond out of the state and cheat and defraud your orator out of his just debt as aforesaid.

In consideration whereof and to the end that the said Nathaniel Porter may be required to answer on oath the several matters and statements herein set forth and to execute the contract aforesaid and pay over to your orators the purchase money and interest due thereon as aforesaid and on failure thereof that the said real estate may be sold for the payment thereof or to the extent of the proceeds thereof if insufficient and that for the balance due to your orator he may have a decree of this Court against the said Nathaniel Porter and that the said Nathaniel Porter may by Injunction of this Court be restrained from cutting down carrying away selling or disposing of any of the timber or wood growing on the said land and from preparing any new land for cultivation as aforesaid until the further order of this Court and that your orator may have such other and further relief in the premises as his case and equity require

May it please your Honor to grant to your orator a writ of Injunction against the said Nathaniel Porter enjoining and strictly prohibiting him from cutting down carrying away or selling or disposing of any of the timber or wood growing on the said land and from preparing any new land for cultivation and also the writ of subpoena against the said Nathaniel Porter of Howard District of Anne Arundel County to be directed commanding him to be and appear in this Court commanding him to be and appear in this Court by some certain to be therein named to answer the premises and abide by and perform such decree as may be passed therein and as in duty bound.

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State of Maryland Anne Arundel County Set

Be it remembered that on this 18th day of March in the year eighteen hundred and forty five before me the subscriber a Justice of the peace of the State of Maryland in and for the County aforesaid personally appears the aforesaid Henry Hayman and makes oath that the matters and statements above set forth in this Bill are true to the best of his knowledge and belief.

Wm. Glover.

On which Bill the Chancellor passed the following order

Let writs of subpoena and Injunction issue as prayed by the foregoing bill of Complaint.

Theodorick Bland Clk

14 March 1845.

And thereupon writs of subpoena and Injunction were according ly issued against the said Defendant to Howard District of Anne Arundel County returnable to the next Term of the said Court viz: July Term 1845 and afterwards the Sheriff of Howard District of Anne Arundel County made return of the said writ of subpoena thus endorsed "Sum^d" and of the said writ of Injunction thus endorsed "Served."