December Term 1851

notice through hand bills and otherwise, one of which said hand bills is herewith filed as paper A, and prayed to be taken as part of this bill, advertised said sale to take place on the 20th of August Eighteen hundred and forty five, and that on that day your Orator attended said sale, bid for, and became the purchaser of said Real Estate, as described in said hand bill that your Orator bought it, supposing and believing that it would come up to the description, and contain the number of acres, to wit. six hundred and sixty four, as specified and set out by the said Trustee in said hand bill, that he bid Six Thousand Dollars for said Estate under the belief and understanding that its size as aforesaid was faithfully described in said hand bill, and complied with the terms of sale. That your Orator has made the Cash payment of one thousand dollars, as will be seen by the receipt of the said defendant herewith filed as Exhibit B and gave for the residue of said purchase money his three bonds, payable in one two and three years, each one for the sum of Sixteen hundred and sixty six dollars and sixty six cents. that he has paid the first bond at one year in full as will be seen by said bond and the receipt of the said defendant thereon; herewith filed as Exhibit C. and on the 27th of October 1845. he paid the sum of Three hundred and thirty three dollars on the bond at two years. as will appear by reference to paper herewith filed as Exhibit D making altogether the amount of principal paid by your Orator on said purchase Three Thousand Dollars. Now so it is, the said defendant since the purchase aforesaid of the said tract of land called "Glymont" by your Orator, has at the request of your Orator, caused a survey of the said tract of land by Thomas L. Brawner Esquire the surveyor, in and for Charles County, and the said tract as it appeared from said survey, instead of containing six hundred and sixty four acres as stated in Exhibit A. and as your Orator at the time of the sale, was led, and afterwards to believe it did, contains but five hundred and thirty acres and a quarter of an acre. This result was so different from what your Orator expected, that he refused to make any further payment on said purchase, than the payments above specified unless the said defendant Trustee as aforesaid, would consent to an abatement out of the purchase Money yet due for the deficiency aforesaid, as ascertained by the survey aforesaid, in the number of acres as advertised to be contained in the said Estate. On the Sixteenth day of May Eighteen hundred and forty Eight he requested the said defendant so to do, and at that time made an actual tender to him of the purchase money then due, by your Orator according to the tenor of his bonds aforesaid, after deducting pro rata the amount which your Orator was entitled to abate in consequence of the deficiency aforesaid, in the quantity of acres in said Estate, and at the time of making said tender, your Orator was and still is anxious and fully able to comply therewith, and is now willing and able to pay the whole residue of said purchase money after making a deduction as aforesaid. And your Orator had well hoped that the said defendant would have assented to and complied with such your Orators reasonable offer and request, as in justice and Equity your Orator conceives he ought to have done. But so it is, he, the said defendant, then refused and still does refuse so to do. And although the said defendant well knows the truth of the premises, he has lately commenced his actions at law against your Orator for the full amount of the bonds exhibited in paper D and intends to proceed to judgment and execution thereon, unless restrained therefrom by the injunction of this Honorable Court. To the end therefore that the said Nicholas Stonestreet may upon his corporal oath full, true and perfect answers make, to all and singular the matters aforesaid, and that as fully and particularly as if the same were here repeated, and he distinctly thereto interrogated and more especially may (to manner aforesaid answer and set forth.

Whether Exhibit A, is not one of the hand bills by which notice of the sale of "Glymont" as aforesaid was given and which were circulated by him?

Whether said sale was not had by him in pursuance of the contents said hand bill?

December Term 1851

Whether upon the survey of said land by James L Brawner as aforesaid, it did not appear that said tract contained but five hundred and thirty acres and a quarter of an acre and whether or not James L. Brawner was requested and directed by him to make said survey?

Whether or not your Orator made him a tender as specified above?

Whether he has instituted proceedings at law upon the bonds recited in paper D, against your Orator.

Whether the money as stated in this bill, has been paid to him by your Orator or not?

And further that such an abatement out of the purchase money, or compensation for the deficiency in the number of acres as aforesaid in said Estate may be decreed to your Orator, and that he may have such other and further relief in the premises, as the nature of the circumstances in this case may require, and as to this Honorable Court shall seem just and equitable. May it please Your Honors to grant unto your Orator the writ of Injunction to restrain the said Nicholas Stonestreet from proceedings at law against your Orator upon the bonds recited in Exhibit D, or touching any of the matters in the premises, and also the writ of Subpoena, to be directed to the said Nicholas Stonestreet, commanding him to be and appear in this Honorable Court on some day certain, to be therein named, to answer fully, all and singular the premises, and to stand to perform and abide by such Order or decree as may be passed therein by this Honorable Court. And as in duty bound ever will &c

George Brent for Complainant

Annexed to the aforegoing Bill of Complaint is thus written to wit.

State of Maryland. Charles County to wit. On this fifth day of December 1848. before me the subscriber a Justice of the peace of the state of Maryland in and for the County aforesaid personally appeared Leonard Marbury and made oath that the facts set forth in the foregoing bill of Complaint are true to the best of his knowledge and belief

Sworn before
John H. Berroughs Justice of the Peace
for Charles County.

The following is paper A referred to in the aforegoing bill of Complaint and prayed to be taken as a part thereof "Postponed Sale of Real Estate. By virtue of a decree of Charles County Equity Court the undersigned will sell at Public Auction on Wednesday the 20th Instant. at three O'Clock P.M. that tract of land lying in Charles County of which the late James B. Pye died seized containing by survey six hundred and sixty four acres, and called and known by the name of "Glymont". This farm is beautifully situated on the Potomac River about twenty miles below Alexandria and ten from Port Tobacco. There are attached to it two fisheries which may be rendered valuable one of them there is a new and extensive fish house, Marl of the most fertilizing quality and easy of access is found upon it in great abundance; "Glymont" is remarkable for its healthy location and fine water, is heavily timbered, and the soil well adapted to the growth of the Staples of the County. This property being previously offered and not disposed of, will now be sold without any reserve, whatever to the highest bidders, and persons wishing to make a profitable investment of their capital, have now a better opportunity presented them of doing so than they will ever in all probability meet with again. The terms by the decree are — One thousand dollars Cash, to be paid on the day of sale, the balance in three equal annual instalments of one, two and three years commencing from the day of sale, the purchaser to give approved bonds bearing interest from the 1st January 1846. The purchaser will have the privilege of seeding grain in the Fall, and possession will be given the 1st January 1846. July 31. 1845. N. Stonestreet. Trustee.