injunction against the said William Clark.
Now the condition of the above obligation is such that if the said Walter Smith shall prosecute the said Injunction with effect and indemnify the said William Clark for all damages occasioned by his failure to do so, and shall in all things obey and perform such order & decree in the premises as the said Court may pass then the above obligation to be void, otherwise to remain in full force and effect in Law.

Walter Smith (Seal)
Test- Saml. Peach (Seal)
J. C. Higgins

Whereupon on reading the aforegoing Bill of Complaint it is ordered by the Court here that Subpoena and writ of Injunction issue as therein prayed, and the said Subpoena and injunction accordingly issue in manner and form following, towit:

Prince Georges County Towit. The State of Maryland To William Clark of Prince Georges County. Greeting. that (all excuses and delays set apart) you be and appear before the Circuit Court for Prince Georges County, sitting as a Court of Equity to be held at Upper Marlboro' Town, in and for the aforesaid County, on the 5 day of November 1856 to answer the Bill of Complaint of Walter Smith. Exhibited in said Court against you.

(Seal C.C. for Pr. Geo. Co.)

Hereof you are not to fail, and fail not at your peril, and have you then and there this writ.

Witness the Hon. Peter W. Crain Judge of the First Judicial Circuit of Maryland the 3rd. day of September 1856.

Issued the 4th day of September 1856. Ed. W. Belt Clk.

Prince Georges County Sct. The State of Maryland To William Clark of Prince Georges County Greeting.

Whereas Walter Smith of said County has exhibited his Bill of Complaint to the Circuit Court for Prince Georges County, sitting as a Court of Equity against you the said William Clark for relief in Equity, and to prohibit & enjoin you the said William Clark, your agents and Servants to forbear all manner of trespass on a certain Lot of Land called "Swansons Lot" also to forbear the injury and destruction of the Trees thereon growing, or in any manner to injure or disturb or interfere with the aforesaid easement, right or privilege of the said Walter Smith to obtain & get from said "Swansons Lot" a support of wood & timber for the Real Estate devised to him the said Walter Smith by his father Walter Smith until the matter shall be heard in Equity and the further order of this Honorable Court.

(Seal C.C. for Pr. Geo. Co.)

We therefore command and strictly enjoin you the said William Clark your agents and attorneys henceforth you and each of you absolutely cease and forbear from committing all manner of Trespass on the aforesaid Lot of Land called "Swansons Lot" and also to cease and forbear the injury and destruction of the Trees thereon growing, or in any manner to injure or disturb or interfere with the aforesaid Land called "Swansons Lot."

Witness the Honorable Peter Wood Crain Judge of the First Judicial Circuit of Maryland the 3rd day of September 1856.

Issued the 4th day of September 1856.

Edward W. Belt Clk.

At which mentioned First Monday in November being the fifth day of the same month in the year of our Lord one thousand eight hundred and fifty five, and the return day of the aforegoing Subpoena and Injunction come into Court here the said Complainant by his Solicitor aforesaid, and the Sheriff of the

County aforesaid towit. Thomas H. Osborne of Chs. gentleman to whom the aforegoing Subpoena and Injunction were in form aforesaid delivered come and makes return thereof to the Court here, thus endorsed towit "Summd." "Enjoined" "Thos. H. Osborne of Chs. Shff." And the said Defendant by Thomas L. Pratt and Philip Clark Esquires his Attorneys, comes in Court here and files his answer which is contained in the following words towit:

To the Honorable Peter W. Crain Judge of the Circuit Court for Prince Georges County, sitting in Equity.

The answer of William Clarke of Prince Georges County to the Bill of Complaint heretofore filed in this Court against him by Walter Smith.

This Defendant for answer unto so much of said Bill as he is advised it is material for him to make answer unto, answers and says: that he admits the death of Walter Smith the father of the Complainant, and the antecedent execution by him of his last will and testament and the Codicil thereto, as is alleged in said Bill, and he admits that the Complainants Exhibit (A.) is a true copy thereof. This Defendant admits that Harriet Smith the widow of the Testator Walter Smith, departed this _ at or about the time in said Bill alleged, she also admits that certain of the real estate devised by said Walter Smith to his wife for life, remainder in fee to certain of his daughters therein named has been since sold under a decree of the Circuit Court for Baltimore City and that the "Homeplace" was bought by Samuel H. Berry Esq. and that this Respondent did purchase the parcels of Land described in the third clause of the said codicil to said last Will & testament and thereby devised to the Daughters of the testator therein named. Further answering, this Defendant says that the lot of Wood Land purchased by the said Testator of Notley Young and devised by the fourth clause of said Codicil, to the wife, three daughters, & the Complainant as set forth in said codicil, was not sold or intended to be sold under the aforesaid decree, and that your Respondent is the owner by purchase as aforesaid of the parcels of Land called "Strife and Something" originally devised by the said Will to the Complainant, but by the said third clause of said Codicil, devised to his daughters as aforesaid. This Defendant further answering says that he is advised that the parcel of Land called "Swansons Lot" by the fourth clause of said codicil after the death of the Widow Harriet Smith, belonged in fee simple to the Complainant and his three sisters to whom the same is devised by said codicil as tenants in common, and your Respondent further shows to your Honor, that he on the tenth day of March in the year Eighteen Hundred and fifty five purchased of Two of said daughters towit Cornelia and Selina all their right title and interest in and to said lot of Land called "Swansons Lot" and on the same day received from them and their Husbands a deed for the same, as will appear by the Original Deed herewith filed as a part of this answer, and marked Exhibit No 1. Your Respondent is therefore advised that he is by virtue of this aforesaid purchase, actually entitled in fee to the one undivided half part of said Lot of Land called "Swansons Lot" and that the Complainant is only entitled to an undivided fourth interest in said Land the other undivided fourth part in fact belonging to the Heirs at Law of Rosena the other daughter named in the said fourth clause of said codicil. Your Respondent is advised and insists that he being entitled to