dollars cash and the residue, in three equal instalments of Eight Eighteen and twenty four months, with interest from the second of March Eighteen hundred and fifty four. That in pursuance of said sale the said Robert S. Dean paid the sum of thirty one hundred dollars cash, and gave his three several notes dated the second of March Eighteen hundred and fifty four for the residue that is to say, one of said notes payable at Eight Months from the said second of March Eighteen hundred and fifty four, for two thousand and eighty one dollars, one other of said notes payable at Eighteen months from the second of March Eighteen hundred and fifty four, for two thousand one hundred and eighty one dollars, and the other of said notes payable at Twenty four months from the second of March Eighteen hundred and fifty four, for two thousand two hundred and forty one dollars, the interest accruing from said second of March in the respective days on which said notes became due being added, and also that the said Robert S. Dean immediately after such sale took possession of said farm, and has continued in the possession and occupancy of the same up to the present time. Your Orator had hoped and believed that the said Robert S. Dean would have made the payments upon such purchase as they became due, but in this he has been disappointed.

The first note above mentioned for the sum of two thousand and Eighty one dollars at Eight months became and was due on the second of November 1854, now passed, and your Orator has frequently urged and demanded payment thereof of the said Robert S. Dean, but without effect and the said note now due for more than four months is still unpaid and owing to your Orator by the said Robert S. Dean — with the exception of the cash payment aforesaid, he having wholly failed to make any payment whatsoever upon said purchase.

Your orator avers and charges that he cannot obtain a full, complete and adequate remedy at law — He is credibly informed and believes and charges that the said Robert S. Dean is in fact insolvent and that the land sold to him as aforesaid is the only property, out of which the money due and owing upon said purchase can be realized. Being thus advised that his remedy is in this Honorable Court and that it is the proper tribunal in which to seek that his vendors lien upon said land may be enforced, and to the end that the said Robert S. Dean may answer the matters and things, heretofore stated, and that the said farm or tract of land heretofore sold as aforesaid by your orator to the said Robert S. Dean may be decreed to be sold for the purpose of paying to your Orator the balance of the purchase money owing thereon with interest accruing thereon and that your Orator may have such other and further relief as his case may require. May it please your Honor to grant unto your Orator the writ of Subpoena against the said Robert S. Dean commanding him to appear in this Court at some day 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 and so forth.

George Brent. Sol. for Compt.

State of Maryland. Saint Marys County to wit.

On this fourteenth day of March in the year Eighteen hundred and fifty four before me the subscriber a Justice of the Peace of the State of Maryland in and for the County aforesaid personally appeared George Thomas and on oath saith that the facts stated in the above bill are true to the best of his knowledge and belief. In Testimony whereof I hereunto sign my name on the day and year aforesaid.

George N. Alvey J.P.

Said on the day of the filing of the aforegoing bill the said George Thomas by George Brent his Solicitor aforesaid, filed in Court here the following exhibit to wit:

This Indenture, Made this third day of January in the year of our Lord one thousand Eight hundred and fifty two between James I. Forbes in Saint Marys County in the State of Maryland of the one part and George Thomas of said County and State of the other part. Witnesseth that for and in consideration of the sum of Ten dollars current money by the said George Thomas to the said James I. Forbes in hand paid at and before the sealing and delivery of these presents, the receipt whereof he doth hereby acknowledge, the said James I. Forbes, hath given granted bargained and sold, aliened transferred and set over, and by these presents doth give grant bargain and sell, alien, transfer and set over unto the said George Thomas all and singular the following property to wit, all the right, title, claim and interest which the said James I. Forbes has or and to a tract or parcel of land called "Porto Bello" situate and lying on the Saint Marys River in Saint Marys County aforesaid, and containing five hundred and ninety six acres more or less, together with the following negroes viz: one negro man Isaac aged twenty Eight years, one negro man Hanson aged twenty one, one negro woman Fane aged about Thirty three and her children to wit, one Girl Lana aged twelve, one boy Turner aged Ten, one boy Reim aged nine, one boy James aged six and one boy John aged four, and one infant named Lola, also one negro woman Ann aged Nineteen, one girl Nancy aged fourteen, one boy Montil aged ten, one Boy Tom aged Eight years, together with two horses, and all the house hold and Kitchen furniture, plate, goods and chattles bonds and notes belonging to, or due and owing to the said James I. Forbes. To Have and To Hold all and singular the premises above mentioned and every part thereof in trust to and for the following uses intents and purposes, that is to say, in trust for the use of Eliza C. Forbes of the County and State aforesaid wife of the said James I. Forbes for and during her natural life without impeachment of or for any manner of waste and after the death of the said Eliza C. Forbes, to have and to hold the premises and every part thereof in trust for the children of the said James I. Forbes and Eliza C. Forbes and the heirs of the said children forever in fee simple, and whereas a portion of the purchase money of the said tract of land called Porto Bello aforesaid is still due and owing by the said James I. Forbes to a certain Walter Mitchell of Charles County in the State of Maryland, and the said James I. Forbes has not