to divide the said Land upon the payment in full of the purchase
therefor and to make separate deeds for separate parts thereof yet the
said agreement if any such exists is a material arrangement between your
Orator and said Thomas Sweet to which the said William Rea is not a
party and the said Rea has been in no manner released from his aforesaid
agreement to convey to your Orator and the said agreement of said Rea
with your Orator is in full force and virtue and the above transaction by
which a part of said Lands are conveyed or pretended to be conveyed to said
Andrews is a scheme of said Rea and Andrews to procure from the said
Thomas Sweet the payment of certain old claims alleged to be due from
said Thomas Sweet before he became an insolvent debtor to the said Rea
in a representative capacity and to the said Andrews and is in fraud of the
first rights of your Orator as by reference to a certain Letter from
said Rea to said Andrews herewith filed Exhibit E and to a bond your
Orator prays leave to refer as may be necessary will more fully appear
To the end therefore that the said William Rea and Stephen Andrews
may answer the general matters and things alleged in particular may
discover whether the agreement marked Exhibit D. was not made
and executed by said Rea to your Orator as is herein charged and whether
your Orator was not admitted into possession of the aforesaid premises
and whether he has not ever since and still now retain possession
possession thereof and whether the whole amount of the purchase money
mentioned in said agreement to convey to your Orator with the exception
of one hundred and thirty three dollars has not been paid to said
Rea and whether the said sum of one hundred and thirty three
dollars has not been tendered your Orator to said Rea and a deed
of said Lands and premises requested and demanded from said
Rea by your Orator and whether said Rea did not acknowledge and
bound to your Orator as a debt owing shewing that the whole amount of the
purchase money therein mentioned in said agreement to convey to your Orator
had been paid the said Rea with the exception of the said one hundred
and thirty three dollars and whether said Rea did not refuse to execute

the annual bonds given him by your Orator alleging that Thomas a claim due him
in a representative capacity from Thomas Sweet that must be paid before bonds
due to your Orator and whether a part of said Land and premises has not since
the execution of said agreement with your Orator and the possession of your
Orator been conveyed or pretended to be conveyed to said Andrews as herein before
recited and whether said Andrews had not Notice and was not aware that
said Rea had agreed to sell and had sold to your Orator the said Land
and premises at the time of the said conveyance or pretended conveyance to
him of a part of said Land and premises by said Rea as aforesaid and whether
said Rea has not appropriated the amount paid him (and if any) by said
Andrews has purchase money in a part thereof to a ~~claim~~ claim he pretends
to hold in a representative capacity against said Thomas Sweet and whether
at the time said conveyance or pretended conveyance to said Andrews was
executed or before or shortly after that time it was not understood between
said Rea and Andrews that if said Thomas Sweet should pay Andrews back
the money paid by him to Rea and old claim which Andrews alleged
to have against said Thomas Sweet then said Andrews was to give up
all claim to said Land and whether said Andrews has not commenced his
action of Ejectment against your Orator and the Thomas Sweet to
eject your from the possession of said Lands and premises as herein
before alleged and that the said William Rea may be decreed to convey
to your Orator the aforesaid Lands and premises according to the
aforesaid agreement to convey to your Orator and that your Orator may have
such relief as his case may require. May it please your Honor unto your
Orator the Writ of Injunction to the said Stephen Andrews commanding
and enjoining him to stay all proceedings whatsoever against your Orator
and the said Thomas Sweet in order to enable the latter to dispossess your
Orator of the aforesaid premises as may part thereof or disturb
him in the possession thereof until the further order of this Court
and also the Writ of Subpoena against the said William Rea and
Stephen Andrews of Dorchester County commanding them to appear
in this Court at some certain day to be therein named to answer the premises