contract with Smith for the sale of the Sandy Farm but there is little or no Evidence of the amount to be paid for it, or the Crops to be given and some of the testimony including Smith's own statements renders it doubtful whether the contract was for a renting during the life time of Crandall or for a sale. I think on the whole that there is sufficient Evidence of a contract of sale, but that it is destitute of that certainty clearness and mutuality with which every contract to be enforced by a Court of Equity ought to be clothed.

Neither do I think that there is sufficient Evidence of part performance to take the case out of the Statute of Frauds. The possession may be referable to a contract different from the one alleged or may be referable to a contract for renting. The alleged payments of part of the purchase money are obnoxious to the same remarks. The deed was given to Crandall in Nov 1846. The first payment was in January 1848 for $35 for interest on the purchase sum bought of Matthew Chew and Brothers, which is not however the whole interest on the purchase money. The Receipt is for the sum of $20 on account interest, the only other receipt is for $40 not the exact amount of the interest for one year, but is stated to be a part pay of the annual due now, written on one hand signed by Richard Crandall with the same in it, and the words "on in" written with a different ink and from the position of the words, written after the writing of the receipt & not after the Signature, there is no Evidence of the payment of any other sum on account of this Land from that time to this. The Evidence as to the improvements on the Land was as unsatisfactory and contradictory as the Evidence with regards the peculiar possession and payments on the whole. I do not think that this is a case upon which this Court in the exercise of a sound discretion ought to decree a specific performance.

This thereupon this 5 day of January 1861 by Nicholas Brewer Judge and by the authority of this Court adjudge ordered and decreed that the Bill of Complaint filed in this cause be and the same is hereby dismissed with costs.

Nicholas Brewer Circuit Judge

And afterwards to wit on the 11 day of February 1861 the Complainant aforesaid by his solicitors aforesaid filing an Appeal from the Decree of the 5 Jany 1861 to the Court of Appeals of Maryland to be held at the City of Annapolis on the 1st Monday of June next and filed in said cause the following Order

Augustine Smith
vs
Margaret A Crandall et al

Circuit Court for Anne Arundel County
In Equity

Mr Green Enter an appeal in this cause from the Judges Decree of the 5 Jany 1861. and send up the Record

Randall & Harper for Complt.

And thereupon the said Augustine Smith filed in said Court a certain writing obligatory commonly called an appeal Bond entered into by himself and his sureties which being approved of is in the following words to wit.

Know all men by these presents that we Augustine Smith B O Harn and Wm J Hanna in the State of Maryland are held and firmly bound unto Margaret A Crandall and Richard H Crandall in the just and full sum of Fifteen hundred dollars current money to be paid to the said Margaret A and Richard H, or to their certain Attorney Attorney Executors administrators or assigns. To which payment well and truly to be made we bind ourselves and every of us our and

every of our Heirs Executors and administrators firmly and severally firmly by these presents sealed with our seals and dated this 11 day of February in the year of our Lord 1861. Whereas the said Augustine Smith considers himself aggrieved by a Decree of the Honorable Nicholas Brewer Judge of the Circuit Court for Anne Arundel County, in Equity passed on the 5 day of January 1861. And whereas also the said Augustine Smith is about to appeal from the said Decree to the next Court of Appeals of Maryland.

Now the Condition of the above obligation is such that if the above bounden Augustine Smith shall not cause a transcript of the Record and proceedings of the said Cause to be transmitted to the Court of Appeals to be holden within the time required by law and prosecute the same with effect and also satisfy and pay unto the said Margaret A Crandall and Richard H Crandall their Executors administrators or assigns in case the said Decree shall be affirmed as well all and singular the debt damages and costs adjudged by the Circuit Court aforesaid as also all costs and damages that shall be awarded by the said Court of Appeals then this Bond to be void and remain in full force and virtue otherwise to remain in effect

Signed sealed and delivered in presence of
N G Silver JP
June 20 1862.

Augustine Smith (Seal)
Wm A Hanna (Seal)
W. J. Thomas (Seal)

I certify the security to this Bond is sufficient

A B Hagner Solr in Chy.

Filed 10 June 1862 and approved,

N H Green Clk

It is thereupon ordered by the said Court that the Record and proceedings aforesaid with all things thereunto relating be transmitted to the Court of appeals and the same are transmitted to the said Court accordingly.

Test N H Green Clk

State of Maryland Anne Arundel County to Wit

I hereby certify that the foregoing transcript is truly taken from the Record of proceedings of the Circuit Court for Anne Arundel County

In testimony whereof I have hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 23 day of June 1862

(Seal)

N H Green Clk

And now come into the Court of appeals here as well the said Augustine Smith by Randall and A B Hagner Esquires his attorneys as the said Margaret A Crandall and Richard H Crandall by Oliver Mercer Esquire their attorney and thereupon on Motion of the said Margaret A Crandall and Richard H Crandall by their attorney aforesaid it is ruled by the Court here that the said Augustine Smith assign the errors in the Record of proceedings aforesaid or in the giving the Decree aforesaid or as aforesaid brought before the Court of appeals here for correcting the errors supposed to be therein or a Decree by the Court of appeals be entered against him in default thereof and the said Augustine Smith by his attorneys aforesaid says that in the Record of proceedings aforesaid and also in the giving the Decree aforesaid there is manifest error in this to wit that by the Record aforesaid it appears that the Decree aforesaid in the cause