or six hundred dollars upon; and that afterwards at March Term 1845 of Washington County Court the said Baker & Swearingen obtained judgments against your orator for notes given on account of the purchase money, amounting to six hundred and sixty nine dollars and ninety cents principal besides interest & costs. That your orator took possession of said land after his purchase and improved it by erecting upon it a two story log dwelling, with stone back building & log barn and granaries, meat house, ice house, corn crib & coating them altogether at least one thousand dollars which he paid for with his own money. That being unable to pay the balance of the purchase money due on the judgments aforesaid to the said Baker and Swearingen, and having received no deed from them for the land, he agreed with a certain Isaac Long, of said County to whom he applied for friendly aid in this emergency, that the said Long should receive a deed for said land & premises; the said Long to pay off and satisfy the said judgments, and hold the said deed as his security, until your orator should be able to reimburse him the amount of money he should accordingly pay for them with all interest thereon. This agreement was verbal, and in pursuance of it a deed was made to the said Long by said Baker & Swearingen in which your orator and his wife, Wilhelmina united, which was executed on the fourth day of March 1848 and was thereafter duly recorded in Liber P.N. No 3 fols. 236 &c one of the land record Books of said Washington County, as by reference thereto will more fully appear; but which deed does not correctly recite, according to your orators recollection, the amount of money which your orator was to pay to said Baker & Swearingen for said land in the first instance, nor the statement in the recital of said deed that your orator had failed to pay any part of the purchase money true in fact, he having paid as already averred, a part of the purchase money. That your orator continued in possession of said land & premises from that day to the present time and is now in possession & enjoyment of it; and from time to time paid to said Isaac Long sums of money, as well as rendered him certain services, & furnished him with various articles, and which sums of money were received by said Long in account of his said outlays for your orator, which outlays were mainly the payment of said judgments due to said Baker & Swearingen & that the services so rendered & articles furnished to said Long were also to be credited by him on the same account.

That the said Long desired your orator to allow him an annual rent for the premises, which your orator was willing to allow; provided that in the account between them he should be credited with it, from time to time as paid; so that if your orator could not refund the money so paid by said Long for him, the said Long could be secure at all events of an annual rent, more than equal to the

interest upon the moneys paid by him for your orator. To this stipulation the said Long agreed, only adding that he ought to be paid something for any services he might render your orator in the business. That on one occasion when your orator paid him a sum of money, about one hundred dollars, the said Long executed to your orator a receipt, which specified that the same was in part payment of the moneys so advanced by him for your orator, and when he should be fully repaid with interest, the said land was to be conveyed to your orator; but this receipt has been lost or mislaid and after the most diligent search cannot now be found by your orator, but he is prepared to prove its contents to be substantially as above stated. That to aid your orator in his repayments to said Long, a certain John H. Holida who was a near relative of your orator, also authorized the said Long to receive certain rents from certain lands of his own, and that said Long did accordingly receive rents from that source to which your orator is entitled as credits in his account with said Long. That after several years had transpired in which various payments had been made to and received by said Long, in pursuance of the agreement and understanding as aforesaid, the parties came to a settlement in which the said Long was charged with the sums of moneys so paid to him & other matters chargable in account and credited with the moneys so paid by said Long and the interest thereon; that a statement was made of the same accordingly under the direction and in the presence of said Long; but which statement did not charge the said Long with the several annual payments for rent; & when your orator discovered the omission he objected to it to said Long & claimed to charge him with them, observing that he (your orator) could not pay rent for the land and interest on the money at the same time; and the said Long replied to it, that he knew he promised him not to charge him with the rent or make him pay rent and interest too, but then that your orator should pay him for his services; and to this part of his proposition, to pay him for any services he might render, your orator agreed. That by the said statement, erroneous in the particulars stated as well as in some others, as your orator now believes, the balance then due said Long was something over three hundred dollars. This was in the year 1850, and the said Long was then in possession of said statement & had a copy made of it for your orator, which copy in the hand writing of Mr. L. Cummingham, he delivered to your orator, and which, during the illness of his wife, became by accident or carelessness of some member of his family defaced in part, but is herewith exhibited marked Complainants exhibit A and prayed to be taken as part of this his Bill of Complaint. That since that statement was made your orator has paid to said Long over six hundred dollars, four hundred of which was paid