in money, and the residue in buying fish and other articles for said Long & freighting them on the Chesapeake & Ohio Canal; and all which were designed to cover any balance which the said Long might have, upon a fair & proper statement of accounts, against your orator for the moneys and interest so paid by him: and your orator avers that the moneys so paid, services so rendered & articles furnished by him to said Long from the time that the said agreement was entered into to the present time are more than sufficient to pay and satisfy the said Long all payments made by him for your orator as aforesaid and all interest thereon; & that upon a fair and fair statement of all matters between them, your orator is fully satisfied and believes that the said Long is overpaid, and that the contract having been performed by him, according to the true intent and meaning of it, & the said Long having received all that he is in law & conscience and equity entitled to, the said Long ought to convey said land & premises to your orator in fee simple, as he agreed to do, and as in conscience he is now bound to do. But so it is may it please your Honor, the said Long not only refuses to render an account and settlement of said matters between them to which your orator is anxious and has more than once offered to do, and if he should be found in arrears to pay him the same, but the said Long now claims said land & premises under said deed as his own in his absolute right, and refuses to do justice in the premises, and has also caused a land lords notice to be served on your orator to quit the said land and premises, on the first day of April 1854, which notice is herewith exhibited marked complainants exhibit B which your orator also prays to be taken & held as part of this his Bill, and which notice your orator considers he is not bound to comply with. And your orator is now in danger of having proceedings instituted to remove him or eject him from premises which according to said agreement are his own & to which the said Long has only a legal right to secure him for advances as aforesaid which have been fully repaid to him, as your orator avers and fully believes. All which your orator avers to be contrary to equity and good conscience, and as he is remediless in the premises except in a court of Equity, and to the end that the said Isaac Long may answer the premises and several matters herein contained, as particularly as if herein again recited, on his corporal oath, - and that the said Long may come to a full, fair & just account of the various matters heretofore stated and referred to, under the directions of your Honorable Court, and that said Long may be decreed to convey to your orator in fee simple the said Land & premises, after said accounting & the payment by your orator to him of any balance that may be so found against him, which he is now ready & offers to do, though he is satisfied and believes that upon such accounting the said Long will be found to be overpaid; & that the said Long, his agents, attorneys, assigns, & others, may be restrained by the injunction of your Honorable Court from proceeding in any way to remove or eject your orator from said land and premises under said notice to quit, or in any other man-

ner. and that your orator may have such further & other relief in the premises as to your Honor may seem right, equitable & proper, or the nature of his case may require May it please your Honor to grant unto your orator a writ of Injunction against the said Isaac Long, and his agents or attorneys, and the person or persons, whosoever they be, to whom he may have leased or agreed to lease said premises, enjoining & strictly prohibiting him & them & every of them from proceeding to remove or eject your orator from said land and premises under said notice to quit or in any other way; and also the writ of subpoena ground to said Long, commanding him to be and appear in your Honorable Court on a certain day therein to be named, to answer the premises & to stand to and abide such decree & orders as may be passed therein, and as in duty bound, your orator will ever pray &c

Nesel & French Solicitors for Complainant

State of Maryland Washington County Sc:

Be it remembered that on the 28th day of March 1854, personally appeared before me the subscriber one of the Justices of the Peace of said State in & for said County, William Grove, of said County, and made oath on the Holy Evangely of Almighty God, that the matters & things stated in the foregoing Bill of Complaint are true to the best of his knowledge recollection & belief

Sworn before me: Jno Cook J.P.

The Exhibit A. mentioned and referred to in the foregoing Bill of Complaint is here omitted being too much defaced to be transcribed

Here follows exhibit B, which is mentioned and referred to in the foregoing Bill of Complaint, to wit:

Mr. William Grove, Sir as I am desirous to have and again repossess the Premises consisting of the farm that you hold of me as tenant, I hereby give you notice to deliver up the peaceable and quiet possession of the same at the end of the year of your tenancy which will expire on the thirty first day of March next ensuing this date, given under my hand this August 3, 1853

Isaac Long

Served by H. Steinmetz

And the foregoing Bill and Exhibits having been read, the Court passed the following order, to wit

Ordered this 31st day of March 1854, that the writ of Injunction issued as prayed, on the Complt. filing with the Clk of the Circuit Court of Washington County a bond to be by him approved in the sum of $300.

Thomas Perry

Whereupon the following Bond was filed, to wit: