the same be sold for default of said Thompson in Executing the Mortgage aforesaid upon his farm in Baltimore County. In tender consideration of all which and forasmuch as your Orator is remediless in the premises without the aid of a Court of Equity. To the end therefore that the said Gustavus A Thompson of Baltimore County in the State of Maryland and Nancy Thomas and Emma Thomas who both reside in the State of Pennsylvania and beyond the jurisdiction of this Court and that according to the Course of Equity and to the ancient Assembly in such cases made and provided of infants residing, or being out of the State of Maryland, the said infant Emily H Thomas who resides as aforesaid in the State of Pennsylvania may answer the several Matters and things hereinbefore stated as fully and perfectly as if they were herein again repeated and they were thereunto specially interrogated and that the said terms of sale be modified in manner aforesaid, and that a Decree may pass for in all respects having the said terms as the terms of said sale to Thompson confirmed to, and for the Remit the sale of said sold Estate as aforesaid for satisfying the said purchase Money and interest and that such other and further relief may be decreed in the premises, as to this Court shall seem proper. May it please your Honor to grant unto your Orator the Writ of Subpoena against the said Gustavus A Thompson of Baltimore County commanding him to appear in this Court at some certain day to be therein named to answer the premises, and abide by and perform such decree as may be passed therein and an Order of publication giving Notice to the said Nancy Thomas and Emma Thomas both of whom are Non-residents as before stated of the substance and object of this Bill and warning them to appear in this Court in person or by Solicitor on or before a certain day to answer the premises, and show cause if any they have why a decree ought not to pass as prayed and also the due Orders and process in the premises, as a bond suggested for the answering as aforesaid by said infant. And as in duty &c

George Clark

John A Mitchell Jun Sol for Complainant.

Exhibit G. A. T. referred to in the aforegoing Bill of Complaint and filed therewith is in the words and figures following to Wit

Copy Agreement made this 11th September 1855 between Robert H Thomas of Germantown in Pennsylvania of the first part and Gustavus A Thompson of Baltimore County in Maryland of the second part, Witnesseth said Robert agrees to convey to said Gustavus and his Heirs and assigns for the price of twenty Eight thousand five hundred dollars said Thomas farm and farm land at and embracing Pot Herman in Cecil County Maryland excepting all growing Crops and personal property second of said purchase Money Eight thousand Dollars are to be paid by said Gustavus on 1st April 1856 Ten thousand Dollars on 1st April 1857 and Eight thousand five hundred dollars on 1st April 1858 and said purchase Money is to bear interest from the execution of the deeds and the payment is to be secured as follows of said purchase money to Wit A Mortgage as the first Mortgage therein is to be given by said Thompson (with release of his Mother dower) on said Thompson's farm in Baltimore County containing about Nineteen acres heretofore bought by said Thompson of Caleb P Eddings and this Mortgage is to secure payment of Fifteen thousand dollars of the principal of said purchase Money and Interest thereon A further Mortgage from said Thompson to said Thomas is to be given to secure of said purchase

Money the sum of thirteen thousand five hundred Dollars principal and interest thereon of all that part of said farm now sold to said Thompson by said Thomas which lies to the Westward of and is bounded by Cherry Street at Pot Herman And further to secure payments the whole of said purchase money and interest thereon said Thompson agrees to execute a deed of trust conveying the land comprising the ground included in the Townplat of Pot Herman, which is to empower the Trustees in the Deed to convey to the parties who may become purchasers of the parcels of Ground to be described or designated in the Deed or who may become by the terms of the Deed entitled to the same the said parcels of ground respectively and to require the Trustees out of the first Moneys that may come to their hands from said parties for such parcels or otherwise under said Trust, to pay to said Robert H Thomas as such Moneys shall come to hand the whole of said purchase money of twenty Eight thousand five hundred dollars and interest thereon. Third said Thomas is hereby to give to said Thompson his Heirs, and assigns a conveyance of all that part of the farm newly sold said Thomas sold to Thompson lying Easterly of Cherry Street including the bed of said Street, which deed is to be delivered at the same time with the Mortgage aforesaid and said Thomas is to execute to said Thompson his heirs and assigns a conveyance of all that part of said sold land which lies as aforesaid Westerly of Cherry Street Fourth It is understood that from said land to be conveyed and now sold by said Thomas are excepted all such portions of said farm so as said Thomas has already sold but not including in this exception the land heretofore conveyed to one Rawlins and then Mortgaged to said Thomas in regard to which part so conveyed and Mortgaged it is understood that said Thompson makes the purchase subject to all claims of said Rawlins said Thomas being hereby bound to assign to said Thompson all said Thomas Mortgage claim against said Rawlins and also all Notes of hand to said Thomas made by said Rawlins Fifth It is hereby presents contracted for is that which Martin Hill sold to Robert H Thomas lying in Cecil County and containing for the whole Two hundred and fifteen acres more or less (no matter how much more or how much less) excepting however as aforesaid the part sold. In Witness whereof said parties sign and seal these presents

Witness (Signed) R H Thomas (Seal)

James L Stephenson G A Thompson (Seal)

Said Thompson hereby binds himself to Warrant to the said Thomas the title to the farm in Baltimore County, said Thompson is to obtain a Release to said Thomas of all claims whatsoever of said A W Rawlins and his father John Rawlins against said Thomas and this provision is to be deemed a part of the above agreement and a conditional provision thereof and he is also to obtain a Release of all claims of John Seamans against said Thomas on account of Rawlins part of wages for Work &c at the Wharf at Pot Herman, and for Work &c at Log Pen.

11 Septr 1855

Witness Signed Signed R H Thomas (Seal)

James L Stephenson Signed G A Thompson (Seal)

Exhibit R H. T. referred to in the aforegoing Bill of Complaint and filed therewith is in the words and figures following to Wit.