State of Maryland Cecil County to Wit

At a Circuit Court of the Sixth Judicial Circuit of the State of Maryland begun and held for Cecil County aforesaid at the Court House in the Town of Elkton County aforesaid on the second Monday of February in the year of our Lord 1860.

Present
The Honorable John McPhee Circuit Court,
James E. Chesham Esquire Sheriff . Wm H. Hollis Clerk.

On the Equity side of said Court amongst other over the following proceedings to Wit.

Sarah C. Earle
vs
John Lewis and Edwin J. Cannon

In the matter of the petition of John Lewis John Dialogue John C. Groome administrator of Jacob Nash and John V. Harrison.

Be it remembered that heretofore to Wit on the first day of July in the year of our Lord 1859 came Sarah C. Earle by George Carl Sigman her solicitor into the Circuit Court for Cecil County as a Court of Equity and exhibited in said Court her Bill of Complaint against John Lewis and Edwin J. Cannon in the words following to Wit

To the Honorable Albert Constable Judge of the Sixth Judicial Circuit of Maryland for Cecil County, In Chancery.

The Bill of Complaint of Sarah C. Earle of Queen Anns County in the State of Maryland, respectfully represents to your Honor that on or about the twenty Eighth of July Eighteen hundred and fifty two she was seized in fee of a large tract of land lying and being in Cecil County in the State of Maryland containing one hundred acres more or less, that having given previous Notice by advertisement in sundry Newspapers and by hand Bills extensively circulated the said land and Real Estate to be offered at Public Sale to the highest bidder at Cecilton in the County aforesaid on the said twenty eighth of July Eighteen hundred and fifty two, that a certain John Lewis of the State of Pennsylvania appeared at said sale and being the highest bidder for said property it was struck off to him he being the purchaser at and for the sum of Five thousand six hundred and seventy five Dollars that the printed terms of sale were as follows, One fourth of the purchase money to be paid in cash on the day of sale, One fourth with interest in twelve Months and the balance to remain if desired as an investment on the farm the purchaser paying the interest punctually a deed to be given on payment of the purchase Money, That the said John Lewis after becoming the purchaser as aforesaid was unable to comply with the above named terms of sale and failed to make the cash payment but by his promises made apparently in good faith gave very reasonable assurance that he would pay one fourth of the purchase money aforesaid within thirty days from the time of his purchase and executed a sealed instrument of writing under his hand and seal acknowledging himself to be the purchaser of said Real Estate for the said sum of Five thousand six hundred and seventy five dollars and promising to comply with the aforesaid printed terms of said sale within the said period of thirty days, all of which more fully appear from the said instrument of writing herewith filed as part of this Bill marked Exhibit A, But your Orator expressly avers that the said John Lewis has never from that day to this paid to your Orator or to any person for her any part of the aforesaid purchase Money although the cash payment has been often demanded of him, and that he

has never in any way complied with the aforesaid terms of sale or any part thereof.

Your Orator further states that the aforesaid property at the time of its being sold as above named at public sale was unoccupied and without a tenant and that the said John Lewis anxiously desirous of this Circumstance procured the services of a certain Edwin J. Cannon as tenant, and placed said tenant in possession of the aforesaid premises, and that the said Edwin J. Cannon now occupies the same as tenant under the said John Lewis, and has contracted and agreed to pay to the said John Lewis as rent a certain proportion of the Crops grown on said farm, but your Orator is unable to say what that proportion is. Your Orator further states that the said John Lewis according to the best information she can obtain) is altogether insolvent, and wholly unable to pay the purchase Money for the aforesaid property that at the time he bid for said property he well knew his inability to pay for the same and that in taking possession of the premises through a tenant without complying in any way with the terms of sale he acted and conducted as your Orator believes to deceive and defraud your Orator by securing the rents and profits of the said property, as long as allowed to do so without returning any value therefor. And your Orator states that the said John Lewis is not a Citizen of the State of Maryland, but resides in the State of Pennsylvania. Your Orator further avers that there is valuable timber now growing on the above Mentioned property that the said John Lewis has already made efforts as your Orator is advised to sell said timber or parts thereof, and that your Orator has good cause to fear that the said John Lewis will commit waste on the premises by causing said timber or some part thereof to be cut and sold, and that such sale would operate very injuriously to the injury of your Orator greatly impairing the only security she has for recovering the purchase money due her as aforesaid from the said John Lewis with the interest thereon. To the end therefore that the said John Lewis and his tenant the said Edwin J. Cannon may answer the premises and things hereinbefore stated as fully and particularly as if they were herein again repeated and they were thereunto specially interrogated and that the said John Lewis be ordered and required to bring into this Court the purchase money aforesaid with interest thereon from the said twenty Eighth day of July 1852 and this Complainants costs of suit to be taxed by the Register or in default of his doing so that the premises aforesaid or so much thereof as may be necessary to discharge your Complainants unsatisfied claim be sold, and that the said Edwin J. Cannon the tenant in possession may disclose answer and set forth what proportions of the Crops grown on the aforesaid farm belong to or is claimed by the said John Lewis, and that a Receiver be appointed to take charge of said part of said Crops and to sell the same or any of part thereof and to bring the money into this Court and that the said Receiver may if he deem it advisable terminate the said tenancy at the end of the current year by giving to said tenant the usual Notice required by Law and that he may rent the said premises to the same or to another tenant for the ensuing year and collect said rents and bring the same into this Court to be disposed of under an Order of this Court, and that an injunction may be granted to your Orator directed to the said John Lewis and the said Edwin J. Cannon their or either of their agents and servants commanding and enjoining them to deliver up to the Receiver so appointed by your Honor the portion of the Crops aforesaid due or to become due to the said John Lewis as rent, and that the said John Lewis be enjoined from