Subpoena Bill ex 3 June 1854. Answer of Thomas ex 28 Jany 1852, Replication rec'd Sept 1852 Sept Term 1852 Submd Wm Logan Junr September Term 1852 Jno Baltimore City sur ex 6 June 1853 & John Hooper and James Hooper Junr Order thereon and Injunction ag Williard Logan Junr

2 Exhibits.

True copy Test Samuel Jones, Keeper Records,

Bill of Complaint, To the Honorable John Johnson Chancellor of Maryland

The Bill of Complaint of James Hooper John Hooper and James Hooper Jr of the City of Baltimore Humbly shews that on or about the twenty third day of December in the year 1839 a certain Thomas Bumsted of Cecil County purchased from a certain Samuel W Whitelock then residing in the City of Baltimore the seventh parts of a tract of land called Whitelock Discovery situate lying and being in Cecil County aforesaid containing in all one hundred and eight and a quarter acres of land for the sum of two hundred dollars of which the said Thomas Bumsted then paid to the said Samuel W Whitelock the sum of one hundred dollars in cash and gave to him two promissory Notes of that date for fifty dollars each both payable on the 23 day of June in the year 1840, and the said Samuel W Whitelock in consideration thereof executed and delivered to the said Thomas Bumsted a Bond of agreement of that date obligating himself to execute to the said Thomas Bumsted his Heirs and assigns a good and sufficient deed of conveyance for the said two seventhes parts of said land as by the said Bond or agreement hereunto filed marked Exhibit A and prayed to be taken as part of this Bill of Complaint may more fully appear. Your Orators further shew that the said Thomas Bumsted afterwards to wit on the 24 day of October in the year last aforesaid became seized in fee and possessed of another and further interest in said tract of land that is to say to and underneath the Merely a half parts thereof by virtue of a Deed of Conveyance of that date executed to him by and Robert H Archer and wife and being so seized and possessed of the said two seventhes parts and of said moiety thereof he did on the fifth day of January in the year 1842 enter into and agreement in writing with one William Logan Junr of Cecil County whereby he did agree to sell and convey to the said William Logan Junr all his right title interest and claim to all that tract of land aforesaid called Whitelocks Discovery and on the delivery of two hundred fish barrels as therein stipulated to give him peaceable possession of the same And in consideration thereof the said William Logan Junr did covenant and agree with the said Thomas Bumsted to deliver to him on or before the first day of March then next two good Merchantable fish Barrels at Garden Point at stately five cents each for the first payment on said land to pay to him one hundred dollars in good Merchantable fish barrels in one year from the 15 day of said month of March then next and other hundred dollars in like fish barrels in two years thereafter; another hundred dollars in like fish barrels in three years thereafter and fifty dollars in four years thereafter in like fish barrels all the last four lots of barrels to be delivered at the landing at Principio furnace at a fair Market price at the several times of delivery and all to draw interest from the said first day of March then next as by the said last mentioned agreement therewith filed

marked Exhibit B and also prayed to be taken as part of this Bill of Complaint may more fully appear. Your Orators further shew that the said Thomas Bumsted afterwards to wit on the 14 day of October in the year 1843 executed a Deed in favor of your Orators of that date and therein among other things conveyed to your Orators the said undivided Moiety of said tract of land which he had derived from the said Robert H Archer and wife as the said Deeds is recorded in Liber G M No 5 folio 134 &c in the Land Record Books of Cecil County aforesaid and at the same time did transfer and assign to your Orators all his right title and interest in the said agreement with the said William Logan Jr last aforesaid by the endorsements of the said assignments on said last mentioned agreement hereunto filed marked Exhibit B as aforesaid may more fully appear. Your Orators further shew that the said William Logan Junr delivered to the said Thomas Bumsted the first aforesaid two hundred good Merchantable fish barrels stipulated in the last mentioned agreement to be the first payment on the said land and thereupon received possession of the said lands which he still holds, but that he has never delivered any other or more of the said fish barrels so agreed to be delivered or any money in satisfaction of any of the other Instalments in said last agreement mentioned but all the other said Instalments with interest thereon still remain unpaid and owing due to your Orators although the same have been duly demanded of the said William Logan Jr; Your Orators further shew that the said Samuel W Whitelock has deceased the life interests leaving Susan Whitelock a widow of full age and Emily Whitelock and Samuel L Whitelock his and Infants under the age of twenty one years all residing in the City of Baltimore his Heirs at Law upon whom by his death has devolved the legal Estate of the said Samuel W Whitelock in the aforesaid two several parts of said tract of land and that Letters of administration on his personal Estate were in due form of Law granted by the Orphans Court of Baltimore County as your Orators have been informed and believe to one James L Sellers also of the City of Baltimore and that the said Thomas Bumsted is still indebted for the principal of the said two promissory Notes of fifty dollars each mentioned in the first aforesaid agreement with the interest thereon which he still neglects to pay. To the End therefore that the said William Logan Junr Thomas Bumsted Susan Whitelock Emily Whitelock Samuel L Whitelock and James L Sellers Admr as aforesaid may answer in the several matters and things herein before stated as fully and particularly as if they were herein separately and they are severally interrogated and that the said William Logan Junr may be decreed to pay to your Orators the several Instalments of principal money which remain unpaid by him on the said agreement aforesaid with legal interest thereon and on his default that the said land so agreed to be conveyed to him may be sold for the purpose of paying the same and that the said James L Sellers administrator as aforesaid may be decreed to receive out of the money so to be paid to your Orator the amount of the aforesaid two Notes of fifty dollars each with the interest thereon and the proceeds of the seventhes parts of said land when sold shall amount to a sum sufficient for that purpose; and that your Orators may have such further or other relief in the premises as their case may require. May it please your