The Bill of Complaint of Thomas Ward humbly shows to your Honor. That heretofore, about or during the month of September 1860. one Richard Green entered into a contract with your Orator for the sale free from all incumbrances of a piece of land in or near Texas, Baltimore County, containing a valuable lime stone quarry said land consisting of about 6½ acres and being particularly described in a deed from Richard Green to Samuel G. Griscom dated the 24th day of February A. D. 1860. a copy of which marked Complainants Exhibit T. W. No 1 is herewith filed as part of this Bill.—

The price stipulated as agreed to be paid for said land by your Orator was about $8616.— the agreement being that your orator was to pay said Green the same price which Green had paid or agreed to pay for it, and it was further agreed between said parties, as part of said contract of purchase that your orator should have the privilege of paying for it in lime, and limestone to be furnished by your orator at fair market price in such quantities and at such times as said Green should require them. That under and in part performance of said contract of purchase your Orator took possession of said land with the consent of said Green, and hath ever since been in the exclusive possession and enjoyment thereof, and hath expended considerable sums of money in working and improving the same.

That in further performance of said contract your orator furnished large quantities of lime and limestone to said Green and to others at the request and upon the credit of said Green, and said Green always so long as he lived affirmed said contract of sale though no deed was ever executed by him to your orator for said land.

That said Richard Green afterwards about the month of May 1861. departed this life having first duly published his Last Will and Testament duly attested to pass Real Estate, by which Charlton N. Billingslea was appointed his Executor, and his estate and property devised to his Nephews and Nieces, viz:—

Eliza G. Richardson, William J. Richardson, John Richardson, Ann Selby, wife of John N. Selby, Jacob Green and John B. Green, as will appear by reference to said last Will a duly certified copy of which your orator will hereafter produce. That at the time of the sale to your orator of said land said Green had only paid on account of said land the sum of $2616. and the balance of purchase money was due from him to Carvel G. Griscom, Attorney for the heirs of Ann Griscom, from whom said Green had purchased, and was secured by a mortgage from said Green. That after the death of said Green two of the Mortgage notes amounting to $2479. were paid by said Charlton N. Billingslea, executor as aforesaid when the remaining notes, amounting in all to $3521. besides interest, matured— said Billingslea neglected to pay them and said Samuel G. Griscom, Mortgagee,

took proceedings to foreclose said Mortgage when a friend of your Orator for your orators accommodation and benefit paid to said Griscom the balance of said Mortgage debt and took an assignment of said notes and Mortgage— That after said contract with your orator was entered into and before the death of said Green, your orator had delivered stone and lime to said Green to a large amount, but there was an account or claim in bar held by said Green against your orator, the items of which have not been furnished by said Green or his Executor to your Orator, so that it is impossible to tell exactly what amount if any of the purchase money remains due from your Orator to said Green's Estate— Your Orator has applied to said Charlton N. Billingslea, Executor and the representatives of said Green for a statement of the account of said Green against him and has not been able to obtain the same.

Your orator has always been ready and anxious to perform his said contract, but said Billingslea and the devisees of said Green have refused to consummate or to recognize said contract, but on the contrary have instituted an action of ejectment in the Circuit Court for Baltimore County for the recovery from your orator of the possession of said land, in violation of said contract of sale.

In tender consideration whereof and for as much as your orator is remediless in the premises in a Court of Law and to the end that said parties hereinafter named may answer the premises as fully as if the same were here again repeated and they each thereunto specially interrogated, and that said defendants may be decreed forthwith specifically to perform the said agreement and to execute or cause to be executed a good and sufficient conveyance free from all incumbrances to your orator of said land and premises and that an account may be taken between your orator and said defendants or said Billingslea Executor to ascertain what balance if any is due from your orator on account of said purchase money, your orator being ready and willing and hereby offering to pay said balance so ascertained and specifically to perform said agreement on his part, and that said defendants may be restrained by the order and injunction of this Honorable Court from commencing or prosecuting any action at law against your orator in respect of said land and that your orator may have such further and other relief as to your Honor may seem right and proper. May it please your Honor to grant unto your Orator a writ of Injunction against said defendants restraining them their attorneys and agents from commencing or prosecuting any action at law against your orator in respect of said land and the writ of subpoena against the said Charlton N. Billingslea, Executor, Eliza G. Richardson, William J. Richardson, John Richardson of Harford County, John N. Selby and Ann Selby his wife of Frederick County, Jacob Green of Baltimore City and John B. Green of Baltimore County commanding them to appear in this Court on some day to be therein named to answer the premises and abide by such order and decree as may be passed therein