

Exhibit No. 6  
with Court

Stamp \$1.25

Articles of Agreement entered into this 6th day of April 1868 between Thomas Johnson of Frederick County State of Maryland of the one part and Edwin M. Johnson of said County and State of the other part, Witness that the said Thomas doth hereby promise and obligate himself to pay the said Edwin M. Johnson the sum of Two thousand five hundred dollars in full consideration of all claims or demands whatsoever against the said Thos. Johnson the following payments to be made namely, Five hundred dollars on or before the expiration of thirty days from the date hereof and One thousand dollars out of the first payment made on the sale of the farm Harmony Grove, and One thousand dollars out of the second payment on said farm, on the part of the said Edwin M. Johnson he promises to give the said Thomas Johnson immediate possession of the dwelling house and farm or from the date hereof also full and complete possession of all of the Personal Property belonging to the late Thos. Coit Johnson embracing all the curiosities and other valuables excepting a double barreled Gun Mexican, Saddle, Fishing Rod and Quartz Head Cane.

In witness whereof we have hereunto affixed our hands and seals on the day and year above mentioned

Witness,  
Abraham Kempf

Thos. Johnson *[Signature]*  
Edwin M. Johnson *[Signature]*

Opinion  
of Court  
& Decree

Edwin Johnson } No 3464 Equity.  
vs }  
Thomas Johnson } In the Circuit Court for Frederick County, as a Court of Equity.  
May Term 1872.

The bill in this case was filed by the Complainant against the Defendant for the sale of a farm known as "Harmony Grove" mentioned in the proceedings to satisfy and pay a claim of Two thousand dollars against Thomas Johnson the defendant. The claim is due on an agreement under seal and signed by the Complainant and the Defendant on the 6th day of April A.D. 1868 and sets forth "in full consideration of all claims or demands against the said Thomas Johnson the following payments to be made namely Five hundred dollars on or before the expiration of thirty days from the date hereof and One thousand dollars out of the first payment made on the sale of the farm "Harmony Grove" and One thousand dollars out of the second payment on said farm, on the part of the said Edwin M. Johnson he promises to give the said Thomas Johnson immediate possession of the dwelling house and farm or from the date hereof also full and complete possession of all the Personal Property &c"

The Complainant has performed all the stipulations on his part contained in said agreement by giving the defendant "immediate possession of the dwelling house and farm and complete possession of all the Personal Property." The Defendant has performed only a part of his agreement by paying the first payment of Five hundred dollars and refuse and neglects to pay the two remaining installments of One thousand dollars each, The Complainant contends that said sum of Two thousand dollars is a lien or charge upon said Land and that he has the right to have it sold for the payment thereof. The Defendant contends that this Court has no jurisdiction in the premises and that the Complainant's only remedy is in a Court of Law There are many cases in which a party has a remedy both at Law and in Equity and may proceed either by bill in Equity or suit at Law and the case now before me seems to be one of that character, Edwin Johnson might have sued on this agreement to recover damages for its breach or sued in Equity for a specific performance of the