

that the complainant Clement Dorsey do, on or before the twentieth day of April next, pay to the defendants Campbell & Ritchie, or

until the bringing in as aforesaid, or payment to him, or the levying of the said sum by execution; and provided also, that if the said money be not brought in as aforesaid, the defendant at his election shall either be entitled to the process of this Court, on application to the Chancellor to enforce the payment of the said sum, with interest from the said first day, or shall be at liberty to have a writ or process from the Court of law to obtain possession of the said land by him recovered, as stated in the bill, the injunction aforesaid notwithstanding. And the complainant shall be precluded from any relief in this Court on the agreement stated in his bill. Each party shall sustain his own costs in this Court and in the Court of law.

LONG v. GORSUCH.—This bill was filed on the 9th of September, 1802, by John Long against Richard Gorsuch; after which it was amended, introducing some new matter, and making John Gorsuch also a defendant. From the original and amended bill it appears, that on the 8th of November, 1800, the plaintiff Long entered into articles of agreement with the defendant Richard Gorsuch, by which it was stipulated, that Long should, in consideration of \$1,300, convey to Richard Gorsuch a house and lot in the City of Baltimore; and that Richard Gorsuch should convey to Long one hundred and fifty acres of land in Baltimore County, and all the grain then growing on it valued at sixty dollars; and one cow at fourteen dollars; and at the end of twelve months Richard was to pay Long the further sum of twenty-six dollars; which was to be in full payment for the specified consideration of thirteen hundred dollars. But if the tract of land should measure more than one hundred and fifty acres, then Long agreed to pay at the rate of eight dollars per acre for all above that quantity. And it was further agreed, that each of the parties was to put the other into possession. The bill alleges, that possession had been exchanged and given as agreed upon; but that the defendant Richard had, in fact, no more than a mere equitable title at most, and that the legal title to the land was then in his father the defendant John Gorsuch, who had been privy to the contract, and with a full knowledge of it, had stood by, knowing of the valuable improvements made by the plaintiff, without giving him notice, that he John then held the legal title. Upon which the bill prayed for a specific performance of the contract, and for general relief.

The defendants by their answers admitted the contract as set out, and averred, that they were then competent, ready and willing to make a good legal title to the tract of land sold; and in all respects to comply with the contract on the part of Richard Gorsuch; and prayed, that the plaintiff might be compelled to convey the house and lot as stipulated, and to pay for the excess in the tract of land according to the terms of his agreement.

A commission was issued and proofs taken; and a survey was ordered, which was executed, and a certificate and plot returned showing the number of acres contained in the tract of land lying in Baltimore County; after which the case was brought on for a final hearing.

KILTY, C., 18th March, 1815.—This suit being then on the trial docket was submitted at December Term last by the defendant on an abstract filed.

It appears that the price of the lot in Baltimore, viz. \$1,300, was to be made up by land in Baltimore County, estimated to contain 150 acres, and to amount to \$1,200; and the other \$100 in wheat in the ground, a cow, and \$26 in money. And for every acre exceeding 150, Long was to pay Gorsuch