

No. 4749 Equity

Adam H. Egler
 Adam Bowser
 Emeline A. Bowser
 his wife, et al

To the Honorable the Judge of the Circuit Court for Frederick County
 As a Court of Equity.

The Bill of Complaint of Adam H. Egler of Frederick County, respectfully represents that on the twenty-second day of March in the year Eighteen hundred and seventy three, a certain Emeline A. Bowser and a certain William H. Bowser agreed in writing under seal to purchase from him certain property then occupied by Adam Bowser, containing ten acres of Land, more or less with all the buildings, appurtenances and fixtures in any wise thereto belonging for the sum of three hundred and thirty dollars to be paid in the following manner, fifty dollars on the first day of October in the year Eighteen hundred and seventy three, and fifty dollars on the first day of April in the year Eighteen hundred and seventy four, and the balance to be paid fifty dollars annually, the same bearing interest from the first day of April in the year Eighteen hundred and seventy three until paid the said Adam H. Egler your Complainant upon the payment of the whole purchase money to execute to the said Emeline A. H. Bowser, and William H. Bowser a good and sufficient deed, clear of all encumbrances, all of which will appear more fully from said written agreement under seal hereunto filed as part hereof, marked Exhibit No. 1.

Your Complainant further states that said Emeline A. Bowser is a married woman and the name of her husband is Adam Bowser, both of whom are adults residing in Frederick County, that said William H. Bowser is married and the name of his wife is Margaret Bowser both adults residing now in Washington County, and that the Real estate mentioned in said agreement is the same Real Estate described in a Deed from John C. Egler and wife to your Complainant a certified copy whereof is herewith filed as part hereof, marked Exhibit No. 2.

Your Complainant further states that in confidence of the legal validity of said agreement and of the promise to pay the purchase money as stipulated in said agreement, your Complainant delivered up possession of said Real estate to the said Emeline A. Bowser and William H. Bowser, and the same is now occupied by said Emeline A. Bowser and her said husband, and that their have been paid to your Complainant in account of said purchase money, thirty dollars on the twentieth day of October in the year eighteen hundred and seventy three and five dollars on the first day of January in the year eighteen hundred and seventy four, and forty dollars on the twenty-eighth day of November in the year Eighteen hundred and seventy four and that furthermore, your Complainant has had shoes and boots made, and repaired by said Adam Bowser, the husband of said Emeline A. Bowser, and the father of said William H. Bowser, to the amount of One hundred and twenty nine dollars and fifty nine cents as per settlement with said Adam Bowser on the second day of November in the year Eighteen hundred and eighty one which bill was contracted with the understanding and agreement that the same was to be appropriated by the Complainant on account of the purchase money of said Real estate, and that allowing all of said credits including said Bill for shoes, boots, and the repairing of boots and shoes there still remains due your Complainant and unpaid

Bill of
Complaint