

# No. 4749 Equity

of said purchase money the sum of two hundred and seventy six dollars and thirty eight cents, with interest from the second day of November in the year Eighteen hundred and eighty one

But now so it is the said Emeline A. Bowser and the said William H. Bowser not regarding their aforesaid promises and engagements have neglected and refused and still neglect and refuse to pay unto your Complainant the balance of said purchase money with the interest thereon, although the time limited for the payment thereof has long since passed and your Complainant is now able and willing to give to the said Emeline A. Bowser and William H. Bowser a proper assurance of a good and unincumbered estate in fee.

Bill of Compl't

To the end therefore that the said Emeline A. Bowser and Adam Bowser her husband and William H. Bowser and Margaret Bowser his wife, may answer the premises and that the said Emeline A. Bowser and the said William H. Bowser may be decreed to pay unto your Complainant the balance of the principal sum of purchase money agreed to be paid with the arrears of interest accrued thereon and to accept from your Complainant a conveyance of the aforesaid real estate, and in default thereof that said Real Estate may be sold for the payment thereof and that your Complainant may have such further and other relief as the nature of his case may require.

May it please your Honors to grant unto your Complainant the writ of Subpoena directed to the said Emeline A. Bowser and Adam Bowser her husband of Frederick County, and William H. Bowser and Margaret Bowser his wife of Washington County, commanding them to be and appear in this Court on some certain day to be therein named to answer the premises, and abide by and perform such decree as may be passed therein.

And as in duty he.

Filed Dec. 20, 1881

Eugene J. Rom.  
C. O. S. Terry,  
Solicitors for Complainant

Exhibit No. 1

Articles of Agreement made and concluded this 22 day of March in the year of Our Lord One thousand eight hundred and seventy three, By and between Adam H. Eyles of Frederick County, State of Maryland of the one part and Emeline A. and William H. Bowser of the County and State aforesaid of the other part, Witnesseth, that the said Adam H. Eyles for the Consideration herein after mentioned, hath agreed, and doth hereby covenant and agree to sell and by these presents hath sold to the said Emeline A. and William H. Bowser the property now occupied by Adam Bowser, containing ten acres of Land more or less with all the Buildings and appurtenances and fixtures in any wise thereunto belonging the said Emeline A. and William H. Bowser on their part do covenant and agree to pay to the said Adam H. Eyles Three hundred and thirty dollars for the above described property, to be paid in the following manner, Fifty dollars on the first day of October 1873 and fifty dollars on the first day of April, 1874, and the Balance to be paid fifty dollars annually bearing lawfull interest from the first of April 1873 untill paid. And upon the payment of the whole of the purchase money, the said Adam H. Eyles doth covenant and agree to execute to the said Emeline A. and William Bowser a good and sufficient deed clear of all incumbrance. So the true and faithfull performance