

No 2479 Equity

The State of Maryland Frederick County, to wit.

At a Circuit Court of the Third Judicial Circuit of the State of Maryland sitting as a Court of Equity - begun and held at the Court House in Frederick Town in and for said County on the 15th day of March 1854

Present The Hon Madison Nelson Circuit Judge -
Isaac G O'Neal Esq Sheriff & Edw Shriver, Clerk -

Among other were the following proceedings -

John Putnam } Be it remembered, that hereofore to wit - on the 29th day of January
vs } 1853 - comes John Putnam into the court, sitting as a court of Equity, by
John Summers } Wm J & W Rob Esq Solicitors, & files in Court here the following Bill & Exhibits &c viz,
To The Honorable Madison Nelson, Judge of the Circuit Court for Frederick
County, sitting as a court of equity -

Bill

The Bill of Complaint of John Putnam of Frederick County, most respectfully states that on the 20th day of April 1844 a certain John Summers of the County aforesaid executed in favour of your Complainant his single bill for the sum of Four hundred and thirty four dollars and thirty five cents payable six Months after date & with interest from date - as will appear upon reference to said single bill herewith exhibited, marked Exhibit A which said exhibit together with all other Exhibits herein produced & filed - Your Complainant prays may be taken and considered as a part of this his Bill of Complaint - Your Complainant further states that the said John Summers on or about the 20th day of October 1847 executed in favour of your Complainant a deed of conveyance by way of mortgage, conveying unto your Complainant certain parcels of real estate, and articles of personal estate in order to secure the payment of said single bill and the interest accruing thereon, as will fully appear from a copy of said deed of mortgage herein filed and marked Exhibit B - Your Complainant further states that the day fixed in said mortgage for the payment of the money intended to be secured has long since passed, and no part of the principal sum has been paid or any part of the interest accruing thereon unto your Complainant, save & except the several Am^{ts} credited upon said single bill exhibited as aforesaid - But the whole of the principal and interest accruing thereon - with the exception of the credits endorsed upon the single bill as aforesaid - your Complainant charges are still due and unpaid, and although he has frequently demanded the same from the said John Summers, he has invariably refused to pay the same or come to any settlement whatever - In Tender consideration whereof and for as much as your Complainant is remediless in the premises by the strict rules of common law and only relievable in a court of equity where matters of this nature are properly cognizable - And to the end therefore that the said John Summers may answer the several matters and things herein charged as fully and particularly as if they were herein again repeated, and he was thereunto specially interrogated - And to the end that the whole of the property conveyed by the said deed of mortgage both real & personal or so much thereof as may be necessary to satisfy your Complainant's claim with interest as aforesaid, may be sold - And that your Complainant may have all such other & further relief in the premises as may be consistent with equity & the nature of his case - May it please your Honor to grant unto your Complainant the writ of subpoena in the usual form against the said John Summers of Frederick County, and to the Sheriff of said County to be directed, commanding him to be & appear in this Court at some certain day in said writ fixed to answer the premises & abide by & perform such decree as may be passed thereon - And your Complainant as in duty bound &c

Wm J Rob & Worthington Rob
Solicitors for Complainant