

are liable to be sold, according to the rules of Equity, to pay said purchase money, your orator further sheweth that he instituted suit on both of said promissory notes, in Frederick County Court, as a Court of Law, at October term 1843. But that the said John Eyer kept himself out of the way of the Sheriff, and would not suffer himself to be taken, which writs were both returned "Non Est" by the Sheriff. Your orator further sheweth, unto your Honors that the said John Eyer is utterly Insolvent, and unable to pay his debts, and that your orator will not be able to get his purchase money for said land without the aid of this Honorable Court, as a Court of Equity: That the said John Eyer, threatens to dispose of said land, and promises to some person, so as to evade the said Equitable lien for the purchase money, and that your orator is advised that the application to your Honorable Court, as a Court of Equity, to obtain a Decree for the sale of said land, and promises to pay the balance of the purchase money due on said land, will be sufficient notice to the coils of the existence of the said lien for purchase money to prevent the threatened, and Contemplated fraud, of the said John Eyer and those Confederated with him, to cheat and defraud your orator out of the said purchase money, which Contemplated fraud is here expressly charged against the said John Eyer, which could be accomplished by selling and Conveying said land, and promises to some bona fide purchaser, without notice of the Equitable lien aforesaid for the purchase money. Your Honors are informed that all the purchase money specified in the two notes aforesaid is due, and owing to your orator in justice, and Equity, except the said sums endorsed and Credited on said notes. Your orator states that all the several tracts of land aforesaid specified were all reduced into one tract, and called "Walpo Harbour" and a true and Certified Copy of the Deed from the Sheriff to your orator is here exhibited, marked A. N. 3. In tender consideration whereof, and for that your orator is remediless in the premises by the strict rules of the Common Law, and relievable only in a Court of Equity, where matters of this nature are properly Cognizable. To the end therefore that the said John Eyer may full-ly, direct, and perfect answer make, upon his Corporal Oath, according to the best of his knowledge, information, and belief, to all & singular the facts, and Charges aforesaid, as fully, in every respect as if the same were here again repeated, and he thereunto particularly interrogated. - May it please your Honors - to order and decree that the land and promises specified in said Deed of Conveyance here exhibited be sold by a suitable Trustee to pay the balance of said purchase money - specified in said notes, and Interest, Costs, and Charges of this proceeding, and that your orator may have all such other and further relief in the premises, as the nature of the Case may require, and as to your Honors shall seem meet. And may it please your Honors to grant unto your orator, the State of Maryland writ of Subpoena to be directed to the said John Eyer, thereby Commanding him, at a certain day, to be specified to appear before your Honors, in your Honorable Court and then and there to answer, all and singular the premises aforesaid and to stand to, perform and abide such order, and Decree therein as to your Honors shall seem meet, and your orator will ever pray &c. &c.

J. W. Palmer } Sells. for
Guyson Eichelberger } Compt. &c.

The exhibits referred to in the foregoing Bill of Complaint, and which were therewith filed are as follows, to wit,