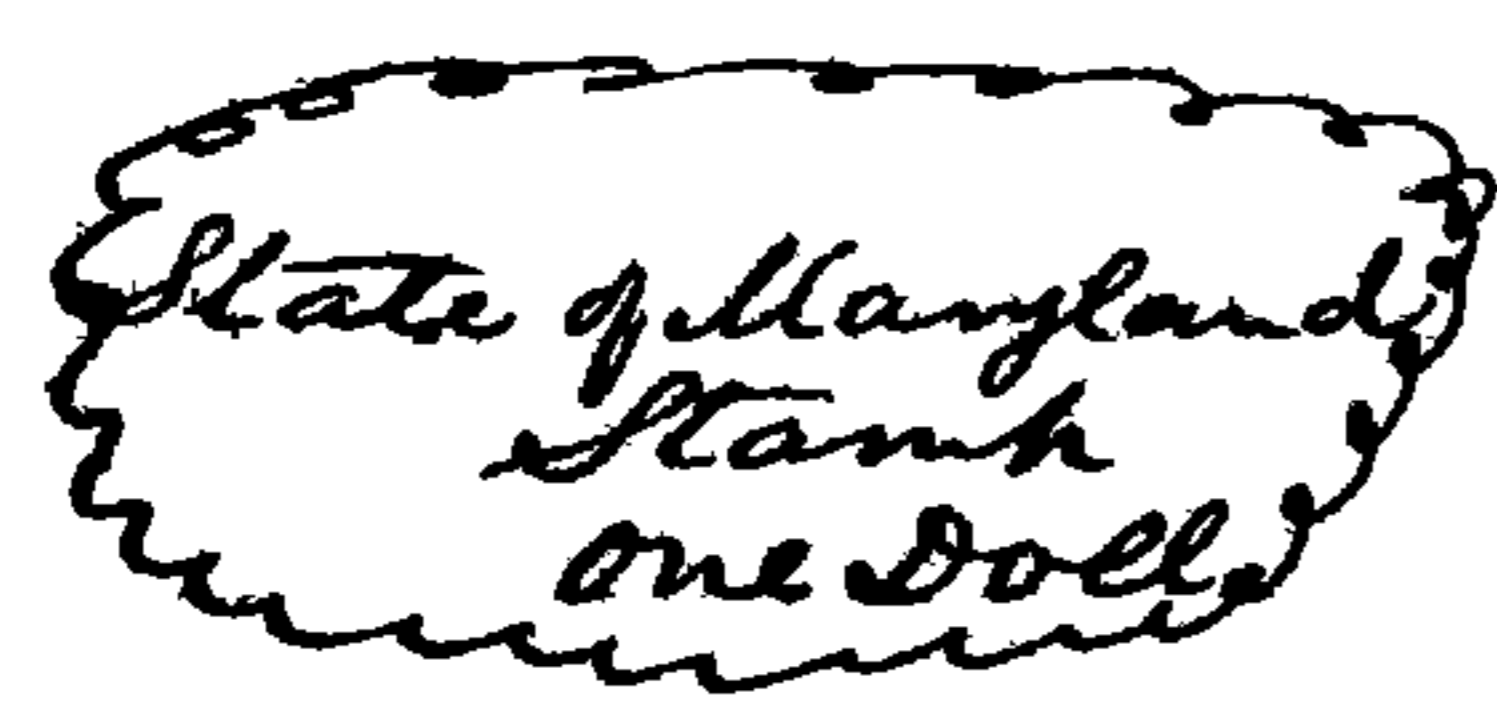


the children of said Mary P Crampton, in whom all the interest of said Violetta Hooskinson in said real estate has vested under and by virtue of said last will and testament subject to the rights of your Orators under said deed of mortgage as aforesaid and that said Clarence Crampton, Eda Frances Crampton and Violetta G. Crampton are infants under the age of twenty one years, your Orators further charge that but two hundred dollars of said sum of two thousand dollars have been paid to your Orators and that the balance of eighteen hundred dollars with legal interest thereon from the 13th day of December 1855 remains unpaid and due and owing to your Orators, although the time limited for the payment thereof by the condition of said deed of mortgage has passed and payment of the same has been duly demanded, your Orators further charge that, after the death of the said Violetta Hooskinson, the said John W. Crampton and Mary P Crampton by their deed of mortgage bearing date the 31st day of December 1852 conveyed all their remaining interest in said real Estate to the Mutual Insurance Company of Frederick County for the purpose of securing the payment to said Mutual Insurance Company of the sum of six hundred dollars due and owing by said John W. Crampton, as will fully appear by said deed of mortgage, a true & certified copy whereof is herewith filed Exhibit No. 11 To the end therefore that the said Mary P Hooskinson, Clarence A. Crampton, Eda Frances Crampton, Violetta G. Crampton & The Mutual Insurance Company of Frederick County may true, full and perfect answers make to all and singular the matters and things aforesaid, as fully in every respect as if the same were here again repeated and they thereunto particularly interrogated according to the best of their respective knowledge, information & belief and that the said defendants or some or one of them may be decreed to pay unto your Orators the said principal sum of eighteen hundred dollars hereinbefore mentioned and so due on said bond or obligation and deed of mortgage as herein before mentioned and set forth, with all legal interest now due and to grow due thereon, together with all your Orators' costs and charges in this behalf sustained, by a short day to be named by your Honor and in default thereof that said real estate specified and described in said deed of mortgage or so much thereof as may be necessary may be decreed to be sold by a Justice to be by your Honor appointed for that purpose and the proceeds of sale appropriated to the payment of said mortgage claim due and owing to your Orators and that your Orators may have all such other and further relief in the premises as the nature of the case may require and to your Honor shall seem meet. May it please your Honor to grant unto your Orators the State of Maryland, writ of subpoena to be directed to the said Mary P Crampton, Clarence A. Crampton, Eda Frances Crampton, Violetta Gwynn Crampton and The Mutual Insurance Company of Frederick County of Frederick County, thereby commanding them and each of them to be and appear before your Honor in your Honorable Court on a certain day & under a certain penalty therein to be specified, then and there to answer all and singular the premises and to stand to, and abide and perform such order and decree in the premises as to your Honor shall seem meet & and your Orators shall ever pray &c

Grayson Eichelberger, Solicitor for Complamant,

Exhibit No 1



Know all men by these presents, that we Violetta Hooskinson & Mary P Hooskinson of Frederick County and State of Maryland, are held and firmly bound to Anana M^o Elfresh, of the City of Frederick in the County and State aforesaid, in the sum of four thousand dollars,