

Richard H. Phillips
vs
George G. Butler &
W. H. Heath

It is remembered that heretofore to-wit on the 3^d day of January 1861 came the said Richard H. Phillips in Court here sitting by Grayson Eichelberger Solicitor and filed in Court here the following Bill and Exhibits.

To the Honorable Madison Nelson Judge of the Circuit Court for Frederick County sitting as a Court of Equity.

The bill of Complaint of Richard H. Phillips respectfully sheweth unto your Honor that on the first day of May in the year Eighteen hundred and fifty seven, your Orator and a certain George G. Butler then of the County of Frederick and State of Maryland, entered into an agreement in writing, under the hand and Seal of your Orator and said George G. Butler, whereby the your Orator agreed to sell and did sell to the said George G. Butler, and the said George G. Butler agreed to purchase and did purchase of your Orator, the property and real estate called "Landon," situate near Urbana in Frederick County and State aforesaid, with all the improvements thereon and the land thereto attached, at and for the sum of four thousand nine hundred and seventy five dollars, for which the said George G. Butler was to give to your Orator six single bills, to be executed by himself and his wife, dated the first day of May in the year eighteen hundred and fifty seven and payable to your Orator, one, for eight hundred and fifty seven dollars and fifty cents, on the first day of May in the year eighteen hundred and fifty eight — one for the sum of four hundred and fifty seven dollars and fifty cents, on the first day of October in the year last aforesaid and four, each for the sum of nine hundred and fifteen dollars, payable one on the first day of October in the year eighteen hundred and fifty nine, one on the first day of October in the year eighteen hundred and sixty, one on the first day of October in the year eighteen hundred and sixty one and one on the first day of October in the year eighteen hundred and sixty two, the four last named notes to bear interest from the first day of May eighteen hundred and fifty eight — that said single bills were to be and remain a lien on the said property until they were fully paid and satisfied and that upon the full payment of said single bills and not before, your Orator was to convey said property to said Butler by a good and valid deed in fee, all of which will fully and at large appear by said article of agreement herewith filed as Exhibit No. 1. which with all other exhibits your Orator prays may be taken as a part of this his bill of Complaint, as if here inserted in words and figures. — Your Orator further states to your Honor, that said George G. Butler delivered to your Orator six single bills executed by himself and his wife, for the sums and payable as hereinbefore set forth, as fully appears by said single bills herewith filed as Exhibits No. 2, No. 3, No. 4, No. 5, No. 6 and No. 7 — that four of said single bills, being the first four hereinbefore specified are now due and that no part thereof has been paid or any part of the interest due thereon — that some time and shortly after the execution of the above single bills, the said George G. Butler went into possession of said property and occupied the same as a Female Seminary, until the Summer of eighteen hundred and fifty eight when he rented or leased the same to a certain William H. Heath and then removed to the State of Mississippi where he has resided ever since — that the said William H. Heath has remained in possession of said property since he rented the same and is still in possession thereof under said lease. — Your Orator further states that said George G. Butler has removed from the State of Maryland and has left no property, other than the real estate hereinbefore specified, out of which your Orator can realize and make the money due him as aforesaid, and your Orator is advised and informed