

Bill

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

Humbly Complaining sheweth unto your Honor your Orators Jeremiah O. Fisher, John S. Boyd and Nelson McHendra Boyd partners by the name and style of Fisher Boyd and Brother, that one Isaac Herbert on the 2<sup>nd</sup> day of November 1854 purchased of Isaac Michael of Frederick County, a house and lot of ground in Middletown in said County, distinguished by lot No. 1. Beginning at a bounded stone standing at the East side of the main road and running thence South 11 deg: West one perch to the middle of said road then running with said road South 5 deg: East 5 perches then North 11 deg: East 15 perches to intersect the end of 8 1/2 perches on the 9<sup>th</sup> line of a tract of land called Smithfield then running said line South 78 deg: West 4 1/2 perches then by a straight line to the beginning; for which House and Lot the said Isaac Michael in due form of law made and executed a deed of conveyance to the said Isaac Herbert a true and certified copy of which is here Exhibited marked Exhibit A, which together with all other Exhibits your Orators pray may be taken and considered as a part of this Bill as if here inserted in words and figures.

Your Orators further shew unto your Honor that the said Isaac Herbert contracted to sell the said described House and Lot to Alexander A. Cook of Middletown, in said County, for the price and sum of fifteen hundred dollars and it was agreed by and between the said Herbert and Cook that a deed of conveyance was to be made to said Cook of said House and Lot upon the payment of all the purchase money; and it is further stated that the said Alexander A. Cook did not pay to the said Isaac Herbert the purchase money for said House and Lot according to the terms of said agreement but that he utterly neglected and refused to do so. Your Orators further shew unto your Honor that the said Isaac Herbert instituted a suit against the said Alexander A. Cook in the Circuit Court for Frederick County as a Court of law on said agreement to recover the said purchase money, that on the 30<sup>th</sup> day of October 1858 the said Circuit Court under and by virtue of an agreement of the Council for the said plaintiff and defendant entered up a judgment for the sum of eight hundred and twenty eight dollars and thirteen cents with interest as the amount of the purchase money then due for said House and Lot, and that a true copy of said judgment is here Exhibited marked A No. 1, and a true copy of said agreement of Council is here Exhibited marked Exhibit A No. 2.

Your Orators further shew unto your Honor that on the 16<sup>th</sup> day of February 1858 the said Alexander A. Cook having taken possession of said House and Lot made and executed a deed of mortgage of said House and Lot to one Samuel Rowles of Frederick County, a true and certified copy of said deed of mortgage is here Exhibited marked A No. 3.

Your Orators further shew that on the 30<sup>th</sup> day of October 1858 the said Isaac Herbert lawfully assigned said judgment to Sifford and Lorentz, as collateral security for a claim due to them as your Orators are informed, which claim has been satisfied or the greater part thereof, which assignment of said judgment to Sifford and Lorentz is here Exhibited marked A No. 3.

Your Orators further shew unto your Honor that on the 14<sup>th</sup> of September 1859 the said Isaac Herbert for a full and valuable consideration assigned said judgment to your Orators under his hand and seal, which sum of money specified in said judgment is now bona fide due and owing to your Orators a true and certified copy of said assignment to your Orators is here Exhibited marked A No. 4.

Your Orators further shew that they are advised that the said amount of purchase money

Exhibits A  
No. 1.