

may be taken as a part of thy her bill of Complaint as if here inserted in words & figures that the said Catharine Royer being so as aforesaid seized of said real estate on the 28th day of May 1853 entered into a contract with a certain Jacob Royer her son by which she leased said land to her son until the 1st day of April 1859 for certain rents which have been fully paid and satisfied that said Catharine Royer in & by said Contract agreed to sell & did sell said land to said Jacob Royer who agreed to purchase & did purchase the same of his said Mother upon the following terms viz the said Jacob Royer was to pay said Catharine Royer the sum of one thousand dollars on the 1st day of April 1859 at which time said Jacob Royer was to take possession of said land under said Contract and on the payment of said sum of one thousand dollars as aforesaid the said Catharine Royer was to execute to said Jacob Royer a good & sufficient deed of Conveyance for said land and it was further agreed that said Jacob Royer should pay said Catharine Royer the further sum of two thousand & one hundred & fifty dollars in four equal annual payments from said 1st day of April 1859 - said payments to be secured by approved note or mortgage bearing interest at the rate of five per cent per annum all of which will fully appear by said article of agreement a true and Certified Copy whereof is herewith filed marked Exhibit B Your orator further sheweth unto your Honor that said Catharine Royer departed this life some time in the fall of 1853 having previously made & executed in due form of law her last will & testament which was duly admitted to probate by the orphan's Court for Frederick County that in & by her said last will & testament said Catharine Royer appointed her said son Jacob Royer & Alexander Maymell Executors of said last will & testament that said Jacob Royer & Alexander Maymell declined accepting said trust & that thereupon letters of administration with the will annexed were by the orphan's Court of said County of Frederick granted to your orator on the estate of said Catharine Royer as will fully appear by said last will & testament a true and Certified Copy whereof with the letters of administration aforesaid is herewith filed as Exhibit B Your orator further states that said Jacob Royer on the first day of April 1859 took possession of said farm & land under said Contract & has been in possession of the same ever since although as your orator charges he has never paid said sum of one thousand dollars nor given his notes with personal or mortgage security

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