

for the life of the longest lives of them and no longer and after the death of the longer lives of the said Thomas C. Ginn and Catharine Ginn his wife then to the Children of the said Catharine Ginn to be held by them persons in Commiseration all of which matters will more fully and at large appear reference being made to a Copy of said deed hereunto exhibited marked Exhibit No 1 which your Complainant prays together with all other exhibits hereinafter produced may be taken and considered as part of this his bill of Complaint. Your Complainant further states that at the time of the said sale and conveyance the said Thomas C. Ginn and no other person paid any part of the purchase money and that the whole of the purchase money with interest from the first of April 1859 is still due and unpaid. Your Complainant charges that the said Thomas C. Ginn being his son in Law and the husband of Complainant's daughter Catharine and being desirous to advance the interest of his said daughter Catharine and her children your Complainant sold the said property upon an extended credit and took from the said Thomas C. Ginn the following notes being part of the consideration of said land and are dated the 23^d day of June 1858 one for five hundred dollars payable two years after date with interest from the 1st day of April 1859 the interest to be paid annually one note for five hundred dollars payable three years after date with interest from the 1st day of April 1859 the interest payable annually the another note for two thousand dollars payable ten years after date with interest from the first day of April in the year 1859. The interest payable annually all which matters will be seen by reference to said notes hereunto exhibited marked Exhibit No 2, Exhibit No 3 and Exhibit No 4 your Complainant further states that for the balance of the said sum of five thousand dollars the purchase money for the said land amounting to the sum of two thousand dollars the said Thomas C. Ginn on the fourth day of January 1859 executed his single bill for said two thousand dollars payable fifteen months after date with interest thereon when the said single bill should become due the interest only to be paid to said Robert James Ginn by his life time the principle not to be collected from the said Thomas C. Ginn all which matters will more fully appear by reference to the said single bill hereunto exhibited marked Exhibit No 5. Your Complainant charges that the said single bills above exhibited from the exigency of the consideration for the sale of said land that the said note for five hundred dollars payable two years after date is due and payable and that the same with the interest thereon is still due and unpaid and that the interest on the notes of five hundred dollars and two thousand dollars marked Exhibits No 2 and No 4 from the first of April 1859 are due and unpaid and that the interest on the note of two thousand dollars marked Exhibit No 4 from the 1st day of April 1860 is due and unpaid. Your Complainant charges that the money represented & evidenced by said notes is the purchase money for said land and is alien from the charge. Your Complainant charges that neither the said Thomas C. Ginn or any other person has ever paid him the note nor due or any of the interest due on the said note demanded by