

Bill

Samuel L Boyer
John L Boyer
Columbia F Adwall
Samuel Craft Adwall
Adwin Samsonfeld Adwall
Benjamin N Dwall and
Arthur Delashmet

Be it remembered that heretofore to-wit on the 30th day of January A.D. 1869 came the said Complainants by their Solicitor in said Court here sitting as a Court of Equity and filed in said Court the following Bill an Exhibits.

To the Honourable the Judges of the Circuit Court for Frederick's County sitting in Equity

Humbly Complainin^g sheweth unto your Honors, your Orator Samuel L Boyer of Frederick's County, that Samuel Boyer late of said County deceased, died seized, among other, of the Lands and premises herein after mentioned and leaving a last Will and Testament in writing which was duly admitted to probate in the Orphan's Court of said County on the 4th day of March 1867, a copy of which is herewith filed marked Exhibit A which with all other Exhibits herewith filed your Orator prays may be taken and considered as parts of this Bill of Complaint, and that by said Will your Orator and John L Boyer were appointed as Executors thereof, and that Letters Testamentary were duly granted to them by said Orphan's Court, and that by said Will the said Executors were authorized to sell the real estate of said Testator, and that an order was duly passed by said Orphan's Court directing said Executors to make sale of said real estate, and that in pursuance of said Will, and said Order, the said Executors made sale thereof on the 1st day of June 1867, and duly reported the same to the said Orphan's Court, and that the sales of said real estate so made and reported were duly ratified on the 15th day of July 1867 all which will fully appear from the record of said proceedings remaining in said Orphan's Court, and he states that the said Executors sold one parcel of said real estate containing Thirty three acres, Three rods and thirty one perches to Crafton Dwall of said County, for the sum of Thirteen Hundred thirty six dollars, fifty cents which was duly reported to and ratified as aforesaid, and was part of the proceedings remaining of record in the Orphan's Court aforesaid, and by the terms of said sale the one third of said purchase money was to be paid on the ratification of said sale, and the remainder in two equal annual payments with interest from the day of sale, to be secured by the notes of the purchasers with security approved by said Executors. And your Orator further shews that after the said Crafton Dwall had become the purchaser of said parcel of Land as aforesaid, it was agreed between the said Dwall and your Orator that your Orator should purchase said parcel of Land from said Dwall, at the same price and on the same terms on and at which said Dwall had purchased from said Executors, and your Orator did purchase said Land from said Dwall as aforesaid, and that after the ratification of said sale to said Dwall, it was arranged and agreed between said Dwall and your Orator that your Orator should assume and make the payments for said Land and that the said Dwall should execute his notes in accordance with the terms of sale, and your Orator signs the same as security, but that in fact they were to be regarded as the obligations of your Orator, and to be paid by him at maturity, and that in all respects your Orator should comply with the terms of said sale in the place and stead of said Dwall, and that on the final payment of said purchase money, the said Executors would convey said Land to said Dwall as the Original purchaser thereof, and that thereupon the said Dwall would convey the same to your Orator, and your Orator states that the said arrangement was in all respects carried into execution, possession of said Land was delivered to your Orator in pursuance thereof, and that your Orator has been in possession thereof from shortly after the ratification of said sale to this time, with the full knowledge consent and approval of said Dwall

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