

quantity of acres in said land was ascertained - Your Complainant caused a deed to be prepared to be executed by him, conveying to said James O Easterday, John Easterday, and Gamaliel Easterday in fee simple, the lands heretofore sold by him to the said defendants, as conveyed according to the said article, and described in Exhibit No 2. And also caused a Mortgage to be prepared, to be executed by the said James O Easterday, John Easterday and Gamaliel Easterday, of the lands so sold and described, to secure to your Complainant, the residue of the said purchase money, according to the terms of said Article of Agreement, and tendered to said Defendants his readiness to execute and deliver the said deed to the said Defendants, demanding at the same time from the said Defendants, the execution of said Mortgage to secure to your Complainant the deferred payments according to the provisions of the said article of Agreement, ~

And your Complainant further charges that the said James O Easterday, John Easterday and Gamaliel Easterday, then and there refused to receive the deed so prepared by your Complainant, and then and there refused, and each of them refused and they and each of them still do refuse to pay the purchase money now due, and to execute a Mortgage to secure the deferred payments according to the terms of said articles of Agreement. ~

In tender consideration whereof, and to the end that James O Easterday, John Easterday, and Gamaliel Easterday, John Easterday and Gamaliel Easterday may answer the several matters and things charged in this Bill of Complaint, and may be compelled by a decree of this Court to pay to your Complainant, that part of the purchase money with interest, now due, and to secure the payments of the deferred payments, by a Mortgage, according to the provisions of said articles, or in case of refusal that the lands and premises herein before described may be sold, to pay the purchase money owing by said Defendants to your Complainant, and that your Complainant may have all such other and further relief in the premises, as the nature and Equity of his Case may require.

May it please your Honors to grant to your Complainant the Writ of Subpoena against the said James O Easterday, John Easterday, and Gamaliel Easterday of Frederick Commanding, them to appear on this Court at some certain day to be therein named, to answer the premises, and abide by and perform such decree as may be passed therein, And your Complainant will ever pray &c.

Wm J Ross  
Wm P Maulsby  
F J Nelson

Solicitors for Complainants

Filed Nov. 2<sup>nd</sup> 1868. ~

Exhibit F. No 1

5<sup>th</sup> Hand

Articles of agreement made and entered into this tenth day of October A.D. 1867, by Thomas Mayett of the one part, and James O Easterday, John Easterday, and Gamaliel Easterday of the other part, Witnesses, that in consideration of the sum of Forty five dollars per acre, to be paid as herein after named, the said Thomas Mayett covenants and agrees to sell to the said James O, John and Gamaliel Easterday, the following land, Situate, lying and being in Frederick County, Maryland, that is to say, part of a tract of land called "Daniel's Small Tract" containing Sixty Eight and a half acres of land, being the one half of One Hundred and thirty seven acres, which was conveyed to the said Thomas Mayett by John W Hammond Trustee, by deed dated the 26<sup>th</sup> day of May 1848, the other one half having been sold to Josiah S Wrenfels; Also Lot No 2, part of "Daniel's Small Tract", containing Forty two and one quarter and thirty two square perches

Exhibit D