appear from a certified copy of said Deed of Trust herewith filed marked Exhibit No 1 which with all other Exhibits herewith filed or to be filed your Complainants pray may be taken as part of their bill of Complaint.

Your Complainants further state that on or about the 25th day of March in the year 1871 a certain Jacob Baker of Frederick County agreed with said Daniel Michael to purchase from him certain Real Estate described in two deeds herewith filed marked Exhibit No. 2 and Exhibit No. 3 respectively for the sum of Two thousand dollars Six hundred and Sixty six dollars and Sixty seven cents of which was to be paid in cash and notes taken as cash and a note payable in one year from date and the balance to be paid in three equal payments payable in two three and four years respectively with interest thereon said Baker to give his notes for the deferred payments and no deed to be executed till the whole purchase money was paid.

Your Complainants further state the said Jacob Baker paid to said Daniel Michael his cash payment as agreed upon and executed his three promissory notes (transferring cash notes and gave each note at one year and figures) and the same each for the sum of four hundred and forty four and forty four cents with interest from date dated on the 25th day of March A D 1871 payable respectively in two three and four years from date to said Daniel Michael or order. Your Complainants further state that said Daniel Michael in confidence of the legal validity of said agreement and of the promises of said Jacob Baker to pay said purchase money at the respective times agreed upon delivered up possession of said Real Estate described in Exhibit No. 2 to the said Jacob Baker who still occupies and enjoys the same.

Your Complainants further state that they had well hoped that said Jacob Baker would have faithfully complied with his engagements as aforesaid and paid said purchase money with the interest thereon as the same shall become due, but so it is that said Jacob Baker not regarding his said promises and engagements has always hitherto neglected and refused to pay that portion of the purchase money which is due although frequently requested by your Complainants so to do,

Your Complainants further state that upon one of said notes they instituted suit in the Circuit Court for Frederick County and obtained Judgment thereon a certified copy whereof is herewith filed marked Exhibit No. 6 of which Judgment no part has been paid that the second of said notes is now due and unpaid and is herewith filed marked Exhibit No. 4, and that the third note will be due on the 25th day of March A D 1875, and is herewith filed marked Exhibit No. 5.

Your Complainants further state that by virtue of said Deed of Trust said notes passed into the hands and belong to your Complainants and that the Vendors lien reserved by said Daniel Michael has also passed to and vests in your Complainants

To the end therefore that said Jacob Baker may answer the matters and things hereinbefore stated and that said Jacob Baker may be decreed to pay unto your Complainants the said purchase money now due and unpaid with all interest due thereon and upon failure thereof that said land be decreed to be sold for the purpose of raising the purchase money due and unpaid and that your Complainants may have such further and other relief as their case may require.

May it please your Honors to grant unto your Complainants the Writ of Subpoena against the said Jacob Baker of Frederick County commanding him to be and appear in this Court on some certain day to be therein named to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound &c.

Filed May 9 1874.

C. J. Levy, Solicitor for Complainant.