

No. 4353 Equity.

John Rouzer
vs
James D. Dougherty
William D. Reilly & others

No. 4353 Equity.
In the Circuit Court for Frederick County
sitting as a Court of Equity.
February Term, 1878.

To the Honorable the Judges of the Circuit Court for Frederick County sitting as a Court of Equity.

The Bill of Complaint of John Rouzer of Frederick County, State of Maryland, show that James D. Dougherty, Nancy Dougherty, Hannah Middleton and Rose Reilly on the twenty ninth day of July, in the year Eighteen hundred and sixty seven, being indebted to your Complainants in the sum of Seven hundred dollars, with interest from that date to secure the payment of the said sum of money with the interest thereon on said day executed and delivered to your Complainants a Mortgage of certain lands and tenements situate in said County and State, described in a deed of said John Rouzer and wife, to said James D. Dougherty, Nancy Dougherty, Hannah Middle and Rose Reilly, bearing said date, in which deed of Mortgage there is a condition to be void on payment of the said sum of money with the interest from the date of said Mortgage on or before the first day of August in the year Eighteen hundred and sixty nine, all of which matters will more fully appear by Certified Copies of said Mortgage, and of said deed herewith exhibited marked Exhibit No. 1. And Exhibit No. 2, which with all other Exhibits hereafter produced your Complainants pray may be taken as part of this his Bill of Complaint. Your Complainant further states, that after the date and delivery of said Mortgage, the said James D. Dougherty, Ann Dougherty, Hannah Middle and Rose Reilly sold the said property so mortgaged premises to one John Fitzgerald of Frederick County, State of Maryland, but never executed a deed for the same. Your Complainant further states, that on part of said mortgaged debt or interest, was ever paid by the said James D. Dougherty, Ann Dougherty, Hannah Middle and Rose Reilly or either of them whilst they owned said land. But he admits that said John Fitzgerald since he became the purchaser paid to your Complainant the following sums of money, viz: on the 10th. July 1871, two hundred and fifty dollars, on the 4th. day of April, in the year 1873, two hundred and fifty dollars, and on the 9th. day of October, in the year 1876, the sum of fifty dollars. But he insists that the residue of said debt with interest thereon is still due, owing and unpaid. Your Complainant further states, that said John Fitzgerald died after making

Exhibit
No. 1.