

Susan E. Waechter as his widow, and Noah Waechter, Loretta Waechter, Sophia Waechter Charles Waechter and Amelia Ann Krise, wife of Geo. W. Krise, as his only children and heirs at law, all of whom are adults and reside in Frederick County. In tender consideration whereof and to the end that said Susan E. Waechter, Noah Waechter, Loretta Waechter, Sophia Waechter, Chas. Waechter and Geo. W. Krise and Amelia Ann Krise, his wife, may answer the premises fully and particularly, and that said real estate may be sold for the payment of the said claim of your Complainant, and that your Complainant may have such other and further relief in the premises as the nature of the case may require and to your Honor shall seem right, May it please your Honor to grant to your Complainant the State of Maryland's writ of Subpoena directed to said Susan E. Waechter Noah Waechter, Loretta Waechter, Sophia Waechter, Charles Waechter and Geo. W. Krise and Amelia Ann Krise his wife, directing and commanding them, and each of them to be and appear in your Honorable Court on some certain day to be therein named to answer the premises and to abide by and perform such order or decree as to your Honor shall seem right, and as in duty bound. Your Complainant will ever pray &c.

Milton G. Urwin  
Solv for Creditor

Dated September 5th, 1878.

Exhibit  
No. 1

Article of Agreement, made and entered into this 21st. day of August, 1871, by and between Henry A. Fishum and John Waechter, both of Frederick County, in the State of Maryland. — Witnesseth, that the said Henry A. Fishum for his part, doth hereby agree to sell his farm situate in said County, and adjoining the lands of John J. Cressy and others containing seventy five acres of land more or less, and his mountain lot adjoining the lands of Geo. W. Miller and others, containing twenty five acres of land more or less, to the said John Waechter for the sum of Four Thousand and fifty dollars, to be paid as herein after set forth. And the said Henry A. Fishum further agrees to give the said John Waechter possession of the said land and premises immediately after the signing and sealing of these presents, except so much thereof as is now under rent to W. H. Bowers which said portion he agrees to surrender and give over possession on or before the first day of April 1872 when the said Bowers term of tenancy shall expire, he further agrees to give all the corn and now on the said land, and one half of his share of all the corn now growing on said premises, along with said lands for the aforesaid consideration - Provided that he shall have no further trouble therewith, and the said Henry A. Fishum further agrees that when the purchase money is fully paid, he will execute a good and sufficient deed, clear of all encumbrance therein - And the said John Waechter for his part doth hereby agree

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