No. 4389. Equity.

at six and twelve months, the purchaser giving his, her or their notes for the deferred payments with approved security, bearing date on the day of sale, with interest from date, or all Cash, at the option of the purchaser, Conveyancing at expense of purchaser.

Wm. H. Miller Trustee
Charles B. Trout. Auct.

Office of Examiner and Union Printing and Publishing Co
Publishers of the Daily and Weekly Examiner.

This is to Certify, That the annexed Publication was published in the weekly Examiner" a newspaper published in Frederick County, once a week for three successive weeks prior to the 6 day of August 1891

Examiner Printing & Pub Co
per J. H. Stemen.

Filed August 22nd 1891.

Petition of John C Wilson

Elizabeth Ebert
vs.
Petition,

No. 4389 Equity
In the Circuit Court for Frederick County.

To the Honorable the Judges of said Court

The petition of John C Wilson of the City of Philadelphia in the State of Pennsylvania respectfully shows unto Your Honors:

1st That on the fifth day of August A.D. 1891. he bought of William H. Miller, Trustee in the above Case, at public sale, for the sum of five thousand dollars, a lot of ground containing ten acres and twenty two perches of land, subject to a lease to the Frederick and Pennsylvania Line Rail Road Company at an annual rent of three Hundred dollars per annum, as described in the Advertisement of sale filed in the above Case.

2nd That he is desirous to obtain said real Estate and is ready and willing to pay the Cash therefore upon getting a good title thereto.

3rd That he is advised there are certain irregularities in the proceedings in the above Case and some doubt as to the title your petitioner would obtain to said lot under said purchase, for the following reasons.

1st Because there is no description of said lot which is described as Lot No. 1. in said advertisement, filed in the proceedings in said Case.

2d Because the decree of sale while ordering that" the lands and premises mentioned in these proceedings be sold" further directs that the terms of sale shall be "for the ground rent of $300. per Annum Cash to be paid on the day of sale and for the lot of ground one third of the purchase money Cash &c" whereas your Petitioner believed at the time of his said purchase and he is still of it was so understood by said trustee, that your Petitioner was purchasing the entire reversionary interest in said lot of 10 acres and 22 perches of land and the fee simple title thereto subject to said lease, and was not simply purchasing a "ground rent"

3rd Because the petition upon which said decree of sale was passed