No. 6372. Equity.

Roddy surviving administrators of the goods and chattels of the said Abraham F. Roddy Sr.,

2nd That the said Abraham F. Roddy Sr. died intestate leaving surviving him the following heirs at law who are made parties to this suit for the purpose of clearing up the title to the land hereinafter mentioned, to wit Abraham F. Roddy Jr. Frank A. Roddy, Hugh F. Roddy whose wifes name is Sarah E. Roddy, Margaret A. Eckenrode whose husbands name is Henry J. Eckenrode, Annie J. Sebold whose husband name is Vincent Sebold, Daniel F. Roddy, John A. Roddy, Catharine E. Roddy, Mary H. Roddy, Abraham M. Roddy and Joseph H. Roddy sons of Joseph H. Roddy deceased who was a son of the said Abraham F. Roddy Sr. and that all of the said parties are adults and over twenty one years of age and resides in Frederick County except Abraham M. Roddy and Joseph H. Roddy children of the said Joseph H. Roddy who are infants under twenty one years of age and resides in Cambria County Pennsylvania and are now temporarily residing in Frederick County Md.

3rd That on about the first day of April A.D. 1887 a certain David J. B. Eyler of Frederick County, State of Maryland purchased from the said Abraham F. Roddy Sr. a certain tract of land lying and being in Election District No 5 of Frederick County State of Maryland which is more particularly described in a Deed from Jane McSherry Trustee to said Abraham F. Roddy (a duly certified copy of which said deed is herewith filed as part hereof marked Exhibit B) and for the sum of Six hundred and Seventy five dollars to be paid by said David J. B. Eyler to the said Abraham F. Roddy Sr. as follows, to wit: two hundred Dollars of the said purchase money to be paid Cash at that time, the balance in four Equal Annual payments, the said David J. B. Eyler to give his notes with security for the different payments bearing interest from the time of sale and the Deed therefor to be executed when all the purchase money was paid.

4th That in pursuance of said Agreement the said Abraham F. Roddy Sr. delivered up possession of the aforesaid tract of land to the said David J. B. Eyler who accordingly accepted and entered upon the same and does still hold and occupy the same.

5th That the said David J. B. Eyler has paid to the said Abraham F. Roddy Sr. the said two hundred dollars and the first and the second payments each of the sum of one hundred and Eighteen Dollars and seventy five Cents and the interest thereon, and forty one Dollars and seven Cents on the principal of the third payment and fifty seven dollars and seventy eight Cents on the interest due on the third and fourth deffered payments, but has always hitherto delayed and evaded the performance of this Agreement as aforesaid in so far as the remaining part of the purchase money is concerned and has refused and still refuses to pay unto your Complainants the residue of said purchase money Consisting of one hundred and Ninety six dollars and forty three Cents principal debt and the interest due thereon or any part thereof, although the time limited for the payment