

No. 6993 Equity,

Bill of Complaint

that your orator was indebted to the said David A. Ligg in the sum of two hundred and three dollars for labor done by him for your orator and for taxes on said property paid by the said David A. Ligg, your orator having then agreed to abate the interest which had accrued on account of the payment of said taxes by the said David A. Ligg, which said sum of two hundred and three dollars so due by your orator to the said David A. Ligg it was then understood and agreed by and between them, was to be appropriated by your orator on account of the purchase money of said Real Estate, and that following all of said credits including said sum of two hundred and three dollars so appropriated on account of said purchase money there still remains due your orator the sum of three hundred and twenty two dollars with interest from the seventeenth day of November in the year Eighteen hundred and ninety eight for which amount the said David A. Ligg gave a note dated November seventeenth Eighteen hundred and ninety eight, payable to your orator or order one day after date with interest from date and delivered the same to your orator, but which said note is lost and your orator is unable to find although he has made diligent search for the same among his papers and where he usually keeps such instruments.

5. That now so it is the said David A. Ligg not having regarded his aforesaid promises and engagement neglected and refused and his said widow and heirs set law since his death have neglected and refused and still neglect and refuse to pay unto your orator the said balance of said purchase money with the interest thereon although the time limited for the payment of the same, has long since passed and your orator is now able and willing and has been able and willing to give to those entitled thereto a proper conveyance of a good and unincumbered estate in fee.

6. That your orator claims and has a vendors lien for said residue of said purchase money due and owing by the said David A. Ligg in his lifetime to your orator for said Real Estate and that said vendors lien is enforceable by your orator in your honorable Court against the said widow and heirs set law of the said deceased vendor and that your orator is entitled to have said Real Estate sold to satisfy said vendors Lien, to the end therefore that the said Elizabeth Ligg, widow, John E. Ligg and Annie Ligg, his wife, Francessanna Nise and Henry A. Nise, her husband, David A. Ligg and Alice L. Ligg, his wife, Mary Glass and John Glass, her husband, Elizabeth R. Fleming and George Fleming, her husband, Joseph Ligg and - Ligg, his wife, Henry Ligg and - Ligg, his wife, and Emma Smith and George B. Smith, her husband, may answer the premises and that the said Elizabeth Ligg, widow, John E. Ligg, Francessanna Nise, David A. Ligg, Mary Glass, Elizabeth R. Fleming, Joseph Ligg, Henry Ligg and Emma Smith, may be decreed to pay unto your orator the balance of the principal sum of purchase money agreed to be paid by the said David A. Ligg in his lifetime with the arrears of interest accrued thereon and to accept from your orator a conveyance of the aforesaid Real Estate, and in default thereof that said Real Estate may be sold for the payment thereof and that your orator may have such other and further relief as the nature of this case may require.

the purchase money to the said David A. Ligg, your orator having then agreed to abate the interest which had accrued on account of the payment of said taxes by the said David A. Ligg, which said sum of two hundred and three dollars so due by your orator to the said David A. Ligg it was then understood and agreed by and between them, was to be appropriated by your orator on account of the purchase money of said Real Estate, and that following all of said credits including said sum of two hundred and three dollars so appropriated on account of said purchase money there still remains due your orator the sum of three hundred and twenty two dollars with interest from the seventeenth day of November in the year Eighteen hundred and ninety eight for which amount the said David A. Ligg gave a note dated November seventeenth Eighteen hundred and ninety eight, payable to your orator or order one day after date with interest from date and delivered the same to your orator, but which said note is lost and your orator is unable to find although he has made diligent search for the same among his papers and where he usually keeps such instruments.