April Term 1863

Samuel Owens vs John T. Gray.	Be it remembered that now here on the fourth Tuesday in January being the twenty fourth day of the said Month in the year of our Lord one thousand Eight hundred and Sixty four the Judge of the Aforesaid Judicial Circuit of Maryland in pursuance of the directions of the Act of Assembly in such case made and provided transmit to the Court of Appeals here the Record of proceedings of a cause which was lately depending before him in Circuit Court for Montgomery County between Samuel Owens Complainant and John T. Gray defendant and wherein the said Circuit Court passed an Order for the said John T Gray against the said Samuel Owens and from which said Order the said Samuel Owens appeals to the Court of Appeals here the tenor of which said Record of proceedings is in form following to Wit

State of Maryland Montgomery County to Wit

At a Circuit Court sitting as a Court of Equity begun and held at the Court House in Rockville, in and for said County on the second Monday of August being the 8th day of the same Month in the year Eighteen hundred and Sixty four

Present.

The Honorable Nicholas Brewer, Circuit Judge
Perrie Leizear Sheriff. G. T. Bellyman Clerk

In the record and proceedings of the same Court among others is the following viz:

Samuel Owens vs John T. Gray	Be it remembered that heretofore to Wit on the 1st day of May 1863 a certain Samuel Owens filed in Court here the following Bill of Complaint to Wit.

State of Maryland. Montgomery County to Wit

To the Honorable the Circuit Court for said Montgomery County, sitting as a Court of Equity

The Bill of Complaint of Samuel Owens of said County humbly shews that heretofore on the first day of February in the year 1861, a certain John T. Gray of said County agreed in writing with your Orator, to purchase of him certain land and premises lying and being in said County, containing two hundred and thirty six acres and one hundred and twenty Eight perches of land more or less; and which is particularly described in said written agreement at and for the sum of twenty five dollars an acre for one hundred and seventy eight acres, and at and for the sum of twenty dollars an acre for the residue, amounting to the sum of $5618. 50, from which your Orator agreed to deduct $50. 50 leaving a balance of $5568. 00 to become and fall as hereinafter mentioned

And your Orator agree that as soon as he obtained a deed for said land from James McGeour and John McGeour from whom he purchased it, and the said John T. Gray should have duly filed said purchase money with all interest thereon your Orator would make execute and deliver to the said Gray his heirs and assigns a good and sufficient deed of conveyance of the said premises and thereon warrant and assure the same to him and then and there as warrant the same to him said Gray against the claims and demands of all persons whomsoever. That after the said purchase money should have been paid and before the execution of said deed that your orator wished of desiring my said May cause the said land to be surveyed at his own