

Frederick Co, Maryland

JS-11, 34-40 - Equity #1135 - Jun 1831

Estate of George HUMBERT

Metes & Bounds & Plat

referred to exhibit it. the same being immaterial, is for as regards this proceedings - Your complainant states, that George Humbert, the vendor, has since died, leaving a wife, married Robert C. and that John Jones is the executor; that Mary, the wife of the vendor is also dead; that the heirs at law of the vendor are his children, to wit, your petitioner John Humbert, Isaac Humbert and Catherine, wife of Daniel Chew, - Elizabeth, wife of Daniel Stilly - Susannah wife of Charles Erb and Sarah, wife of James Reader, and three grand children, to wit, William and Jacob Humbert, sons of Jacob Humbert, son of the deceased vendor, which said grand children are in this, and are within twenty one year of age. - Your complainant states, that he is ready in all respects to comply with his part of the agreement, and to pay all money now in arrear by said agreement, may it therefore please your Honours to decree, that the aforesaid devisor and heirs at law of the vendor, execute specifically said agreement and convey to your complainant said real estate, and may it please your Honours to appoint a trustee to make the conveyance, and may it please your Honours to cause the aforesaid John Humbert, Isaac Humbert, Daniel Chew and wife Catherine, Daniel Stilly and wife Elizabeth, Charles Erb and wife Susannah, James Reader and wife Sarah, to be summoned in the usual form as defendants, and to grant an order of publication against William and Jacob Humbert, residing in this as required by acts of assembly in case of non resident defendants and may it graciously please your Honours to grant all such other and further relief as the case may require and your orator will ever pray. -

T. Heymond, Sol. pro Scripto.

Exhibit A.

The article of agreement made and concluded upon this thirtieth second day of March in the year of our Lord one thousand eight hundred and twenty eight by and between George Humbert Senr of Frederick County, State of Maryland of the one part, and George Humbert Junr of the same place of the other part, containing that the said George Humbert Senr, doth sell and let to the said George Humbert Junr, a certain plantation, situate on the said George Senr's own land, which shall contain about two hundred acres, be the same parcel left, together with all privileges, benefits, and advantages, whatsoever can be made of all buildings, orchards, fruit trees of all kinds, and other therewith belonging, for the term of three years from the first day of April next ensuing, and for the consideration, be the said George Humbert Junr, shall well and faithfully deliver to George Humbert Senr the one third of all grain, that is made on the premises, the grain to be delivered to him the said Humbert Senr at his dwelling house the wheat, rye, oats, buckwheat and Indian Corn by the bushel and at the expiration of the above mentioned term of three years, expired the said George Humbert Junr, is to have the plantation with all the benefits therewith belonging to be conveyed to him, his heirs or assigns forever, by the said George Humbert Junr, paying the said George Humbert Senr, the sum of eight dollars per acre, be the same more or less, the payment to be as follows, vizt. six hundred dollars to be paid in hand, and the remainder in the yearly payments of eighty dollars to each 6 paid, and the said George Humbert Junr, doth further promise, as the dwelling house is not yet furnished, to pay for the boards to finish the upper floor and also pay for the oil and paint to complete the said building. - And for the true performance of this agreement the said parties do bind themselves the one to the other in sum of two thousand dollars to be paid by the party not complying, at the part complying, and withought thereto, the said parties have hereunto subscribed their names and affix their seals the day and year first within written.

Tells: John Jones. George Humbert, att. Test.
George Humbert, junr. Test.

Exhibit B.

Part of a tract of land called "addition"; part of a tract of land called "Gro. Wispensburga"; part of a tract of land called "Crosbyburgh" part of a tract of land called "Ohio" and a tract of a land, called "low's addition" lying contiguous to each other, situate, lying and being in Frederick County, to be conveyed to George Humbert, Junr - beginning for the rest here to include said tracts or parcels of land, at a store planted where formerly a white oak

and Hickory tree stood, being the beginning of a tract of land called 'High Germany' and running thence hitherfore marked and bounded, as agreed on by the parties within
 1. N. 1/4 E. 158 1/2 perches unto a stone planted near a large black oak tree, it being all for the end of the 5th line of Spelman's Discovery then 2. N. 62 1/2 E. 64 perches unto a stone planted at the root of a Hickory tree, marked with articles, still running as hitherfore marked and bounded 3. S. 4 1/2 W. 94 perches unto a stone planted at the end of 9 1/2 perches on the 4th line of the aforesaid tract of land called 'High Germany' and running thence with and bounding on said line as hitherfore marked and bounded allowing five degrees for variation to correspond with the former marks and bounds, 4. N. 22 1/2 E. 8 perches unto a stone planted, then running by dividing thence hitherfore fixed and agreed upon by and between George Humbert, late of Franklin County, Decr, and a certain Frederick Bachman & co. J. N. 38 1/2 E. 22 1/2 perches unto a stone planted by said parties still with said dividing lines as marked and bounded, 6. N. 38 1/2 W. 41 perches unto a stone planted at the end of 15 1/2 perches on the 4th line of the aforesaid tract of land called 'High Germany' then running with and bounding on said 4th line, reverse as hitherfore marked and bounded with an allowance of one degree of variation; 7. S. 11 1/2 W. 135 1/2 perches unto a stone planted, still with the land as marked and bounded surveyed as aforesaid 8. S. 54 1/2 W. 5 1/2 perches unto a stone planted, then running by lines of division hitherfore fixed by George Humbert Decr, and a certain John Sore, as marked and bounded, 9. S. 81 1/2 E. 60 perches unto a stone at the end of the first line of a tract of land, called 'Crypsburgh' as aforesaid and then with said land as hitherfore marked and bounded 10. S. 43 1/2 E. 46 perches unto a stone at the end of the second line of said tract called 'Crypsburgh' still with said line as marked and bounded by agreement 11. S. 72 1/2 E. 8 perches unto a stone planted then by lines of division as hitherfore fixed by said George Humbert and said John Sore as marked and bounded 12. S. 22 1/2 E. 22 1/2 perches unto a stone planted, 13. S. 18 1/2 W. 75 1/2 perches unto a stone, planted then, 14. S. 12 1/2 E. 26 to a stone, planted near a Cherry tree, then 15. S. 79 1/2 E. 67 1/2 to a stone planted at the end of six perches on the 6th line of the aforesaid tract of land, called 'Crypsburgh' and then 16. S. 10 1/2 E. 105 1/2 perches unto a stone, planted on the given line of a tract of land called 'High Germany' as aforesaid then running with and bounding on said given line to the first place of beginning - containing and amounting out for two hundred and twenty eight and a half acres of land, more or less.

Edw.

J. Mary Apple, Sen

