of this Court, after deducting therefrom, the costs of the suit, and such commission to the said Trustee as the Court shall think proper to allow, on consideration of the skill, attention, and fidelity, wherewith he shall, appear to have discharged his trust.

John A. Lynch
Judge of the Cir Court

Filed July 12. 1876.

Courts' Opinion

Laura C. Main vs. Lawson H. Main

No 4086 Equity
In the Circuit Court for Frederick County in Equity. May Term, 1876.

This is a Bill filed to foreclose a mortgage executed by Lawson H. Main, in favor of Laura C. Main and Amanda C. Kooge. The mortgage was given to secure to Laura C. Main, the payment of two thousand nine hundred and fifty dollars ($2950), with interest from April 1st. 1872, and to secure to Amanda C. Kooge, the payment of two thousand two hundred and fifty dollars ($2250), with interest from April 1st. 1872. The- is no dispute as to the amount due to said Amanda C. Kooge. The only question is, as to the amount due to said Laura C. Main. She swears that no part of the principal or interest has been paid on her claim, whereas, Lawson H. Main, the Mortgagor, swears he has made several payments to her, on account of said debt. The Mortgage shows the indebtedness, and the testimony of the Mortgagor and Mortgagee availing nothing as to proof, the Court must be governed by the independent testimony of the other witnesses. Isaiah Main swears that he, in April 1873, paid Laura C. Main the sum of fifty dollars ($50) for the Mortgagor. This the Court must allow. The only other payment, that this witness speaks of, is the "pile" of money he saw Lawson pay to Laura, which he supposes might have been one hundred dollars ($100). This, from the evidence of Lawson and Laura, the Court thinks must have been the one hundred and twenty five dollars ($125). testified to by Laura as having been paid to her, and accounted for by her, in the settlement of back interest in the year 1874, as set out in the memorandum, marked as "Exhibit P." This payment therefore, ought not to be credited on the mortgage debt. There is no other third party that proves any other payment. The Court will therefore pass a decree for the sale of the said real estate, unless on or before a day to be named in said decree, the said Lawson H. Main shall pay, or bring into the Court to be paid to said Laura C. Main, the sum of two thousand nine hundred and fifty dollars ($2950), with legal interest thereon from the first day of April A.D. 1872, less the sum of fifty dollars ($50), to be credited on said interest; and shall also on or before said named day, pay, or bring into the Court to be paid to said Amanda C. Kooge, the sum of two thousand two hundred and fifty dollars ($2250), with legal interest thereon from April 1st A.D. 1872, less the sum of of one hundred and thirty two dollars ($132), to be credited on said interest, and also pay the Complainants costs in this suit, to be taxed by the clerk of this Court. The question as to the sale of the wife's potential rights of dower, as raised in this case, I think was properly abandoned by the solicitor for the Complainants.

John A. Lynch
Judge of the Cir. Court.

Filed July 12. 1876.