CARROLL COUNTY

CIRCUIT COURT

(Equity Record)

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Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland. begun and held at the Court House in the city of Westminster in Carroll County in the State of Maryland. on the 1st Monday of January. (it being the day of the same month) in the year. One thousand eight hundred and ninety eight.

Were Present.

The Hon. Charles B. Roberts. Chief Judge.

Ephraim Keamies Esq. Sheriff.

James H. Billingslea. Clerk.

Among other were the following proceedings to wit.

Be it remembered that on the Docket On the 6th day of May A. D. 1897. Frances N. Shipley and others by George L. Stockdale Esq their Solicitor came here into Court sitting as a Court of Equity and file their Bill of Complaint which appears in form & words as follows to wit.

In the Circuit Court for Carroll County.

In Equity.

No 8544 Equity.

To the Honorable the Judges of said Court.

The Bill of Complaint of Frances N. Shipley and Adaline E. Shipley his wife James H. Shipley J. Wilber Shipley and Ella M. Shipley his wife Annie M. E. Cromwell and James E. Cromwell her husband

Plaintiffs

against

Marshall N. Shipley Leslie R. Shipley Harry N. Shipley and Theodore Tolly Shipley infants and Eliza A. Shipley widow adult. Defendants

State of Maryland respectfully shows.

(1) That James H. Shipley late of Carroll County Maryland departed this life intestate. on or about the 24th day of April in the year eighteen hundred and ninety seven. leaving surviving him his widow Eliza A. Shipley and the following children and grand children his only heirs at law to wit.

(2.) His son Frances N. Shipley and Adelaide E. Shipley his wife his son James H. Shipley his son J. Wilber Shipley and Ella M. Shipley his wife his daughter Annie E. M. Shipley who intermarried with James H. Cromwell all adults and all residing in Carroll County in the State of Maryland and also a son Marshall N. Shipley and infant who does temporarily reside at #1117 Linden Avenue Baltimore Maryland and three infant Grand Children Orphans of intestate deceased son Theodore H. Shipley who departed this life in Carroll County Maryland before his father viz. Leslie R. Shipley Harry N. Shipley and Theodore Tolly Shipley and who now reside with their Mother in Carroll County Maryland

2. That the said James H. Shipley deceased was seized and possessed in fee simple at the time of his death of a valuable farm and

other Real estate, situate lying and being in Carroll County aforesaid, containing in the aggregate of — acres of land more or less, and being the same land described in the said Copies of deeds filed herewith, as parts of this Bill of Complaint and marked respectively Plaintiffs Exhibits Nos. 1, 2, 3, 4, 5 & 6,

3. That said Real Estate hereinbefore descended descended to said Baldwin and Jarrel children of said intestate as his only heirs at law subject however to the dower rights or interest of the said surviving widow Eliza A. Shipley and who resides in Carroll County Maryland

4. That the said Real estate, is not susceptible of partition among the parties interested, therein without great loss and injury to them, and in order to make advantageous division of said intestate among them, it will be necessary, that said real estate should be sold, and the proceeds thereof divided among the parties interested according to their respective rights and interests.

To the end therefore,

1. That the said Marshall A. Shipley, of Carroll County in the State of Maryland, now temporarily residing at No. 117 Linden Avenue, Baltimore City Md. Leslie R. Shipley, Lavy M. Shipley and Theodore Tilly Shipley infant defendants, and Eliza A. Shipley widow, adult defendant, may answer the premises

2. That a Decree may be passed by your Honorable Court, for a sale of the Real Estate mentioned in this Bill of Complaint.

3. That the proceeds of said sale may be distributed among the parties entitled thereto.

4. That your Orators and Oratrices may have such other and further relief as their case may require

May it please your Honorable Court, to grant unto your Orators and Oratrices the Writ of subpoena, against the said Marshall A. Shipley of Carroll County Md. now residing at No. 117 Linden Avenue Baltimore City and Leslie R. Shipley, Lavy M. Shipley, and Theodore Tilly Shipley infants and Eliza A. Shipley adult defendants, &c. & Carroll County Maryland commanding them and each of them to be & appear in this Court at some Court day, to be therein named Answer the premises and to abide by and perform such decree as may be passed therein and as in duty bound, they will ever pray &c.

1897 May 7

Geo. L. Sheckerdale
Solicitor for Complts.

Exhibit No. 1. Copy of Deed from Charles H. Allen & James M. Shipley dated April 21st 1868. Consideration $1123.44 Containing 12¼ acres 3 perches more or less, recorded in Liber W. G. M. K. No 35 Folio 465 &c

Exhibit No 2. Copy of Deed from Lewis & Sarah E. Shipley to James M. Shipley dated May 1st 1878. Consideration $330.75 Containing 15 acres 3 perches more or less recorded in Liber B. N. S. No 50 Folio 65 &c

Exhibit No 3. Copy of Deed from Sarah E. Shipley to James M. Shipley dated June 16th 1858, recorded in Liber G. E. H. No 24 Folio 30 &c, Consideration $165.00 Containing Interest in Farm of Nicholas Shipley

Exhibit No 4. Copy of Deed from Sarah Shipley and James M. Shipley dated

March 7th 1857. Consideration $625.00 Containing their interest in the Estate of Nicholas Shipley recorded in Liber J.B.B. No 21 folio 468 &c.

Exhibit No 5. Copy of Deed from William H. Baker to James H. Shipley. dated July 26th 1863. Consideration $80.00 Containing 44 acres 0 25 sq perches of land more or less. recorded in Liber H.E.H. No 30 folio 326 &c.

Exhibit No 6. Copy of Deed from Emma V. Baker wife &c to James H. Shipley. dated August 25th 1870. containing 5 acres. 2 roods & 15 perches more or less. Consideration $300.00 recorded in Liber J.W.B. No 39 folio 11 &c.

Answer of
Francis W. Shipley et als
Plaintiffs
vs.
Marshall R. Shipley et als
Defendants

Eliza A. Shipley widow.
In the Circuit Court for Harford County.
No 3574 Equity.

To the Honorable the Judges of said Court.

The Separate answer of Eliza A. Shipley widow of James H. Shipley late of Harford County in the State of Maryland, deceased to the Bill of Complaint against her and others in the above entitled cause exhibited respectfully shows,

That this respondent answering said Bill of Complaint, admits the matters and things set forth in said Bill of Complaint. and hereby consents that the said Real Estate mentioned in said Bill shall be sold. and hereby consents that an immediate decree shall be passed for said sale. and hereby consents that the same shall be sold free and clear of her dower interest therein. and elects to take in lieu thereof such part of the proceeds as shall be just and right in the premises. And further states that her age is 64 years.

Witness Roger E. Murphy.

Eliza A. [illegible] Shipley widow

Answer of Infant Defendants.

Francis W. Shipley et als
Plaintiffs
against
Marshall R. Shipley et als
Defendants

In the Circuit Court for Harford County.
No 3574 Equity.

To the Honorable the Judges of said Court.

The joint and separate answers of Marshall R. Shipley of Harford County. Grace Tomkins residing in Baltimore City Leslie R. Shipley Lonie Shipley and Tilly Shipley all of Harford County. infants. all of the State of Maryland. by Thomas H. Canfield. their guardian ad litem, to the Bill of Complaint of Francis W. Shipley and others Plaintiffs against these infant respondents. and others defendants. in your said Court. in said Cause exhibited is respectfully as follows to wit.

That being infants of tender years. they cannot either admit or deny the Matters of fact and things in said Bill

of Complaint filed in this Cause by the Plaintiffs, their Consent to leave the same to the decision and decree of your said Court, and to submit their rights and interests in said Cause to the protection of your Honorable Court.

Thomas H. Bankard
Guardian ad litem for infant respondents.

1897. June 1st.

Agreement for immediate Decree.

Francis M. Shipley et als
Plaintiffs
against
Marshall A. Shipley et als
Defendants

In the Circuit Court for Carroll County.
No 3544 Equity.

It is hereby agreed that this Cause be submitted for immediate decree.

Geo. L. Stockdale
Solicitor for Plaintiffs.
Thomas H. Bankard
Guardian ad litem for infant Defendants.

1897. June 7th.

Decree.

Francis M. Shipley et als
against
Marshall A. Shipley et als.

In the Circuit Court for Carroll County.
Sitting as a Court of Equity.
No 3544 Equity.

The above cause standing ready for hearing, and being submitted without argument, the Bill, Answers and all the proceedings had in the Cause, read and considered, It is therefore this 8th day of June in the year eighteen hundred and ninety seven, by the Circuit Court for Carroll County sitting as a Court of Equity, Adjudged, Ordered and Decreed that the Real Estate described in these proceedings be sold, clear and discharged of the widow's right of dower, and that Francis M. Shipley, Gilbert Shipley and George L. Stockdale be and they are hereby appointed Trustees to make said sale, and that the Terms and Manner of their proceedings shall be as follows: They shall forthwith enter into and file with the Clerk of this Court a Bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by this Court or by the Clerk thereof in the penalty of Six Thousand Dollars, conditioned for the faithful performance of the trusts reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale having given at least three weeks notice by advertisements inserted in some newspaper published in Carroll County, and by such other mode as they shall think proper, of the time, place, and terms of sale, to which shall be as follows, viz: One third part of the purchase money shall be paid by the purchasers or purchasers to the Trustees on the day of sale, or upon the ratification thereof by this Court, and the residue shall be paid in two equal payments, the one to be paid in one year, and the other in two years from the

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day of sale with interest, and to be secured by the notes of the purchaser or purchasers with security, to be approved of by the Trustees, and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale, and on obtaining the ratification of the sale, and on the payment of the whole purchase money (and not before) the said Trustees, shall by legal and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his her or their heirs, the property and estate to him her or them sold free clear and discharged from all claim of the parties hereto, complainants and defendants, and those claiming by from or under them or either of them; and the said Trustees, shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, the expenses of said sale, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill attention and fidelity wherewith they shall appear to have discharged their trust.

Charles B. Roberts,

Trustees Bond.

Know all men by these presents, that we Francis H. Shipley, J. Wilber Shipley, George L. Stockdale, George H. Yellowley, Wm. J. Bissell, of Queen Anne County in the State of Maryland, are held and firmly bound unto the State of Maryland, in the penal sum of Five Thousand dollars current money, to be paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this Eighth day of June, in the year of our Lord, One thousand eight hundred and forty seven. Whereas by a decree of the Circuit Court for Kent County, as a Court of Equity, bearing date the eighth day of June in the year eighteen hundred and forty seven, and passed in a cause in the said Court, wherein Francis H. Shipley et als are complainants and Marshall R. Shipley et als are defendants, it is decreed that Francis H. Shipley, J. Wilber Shipley & Geo. L. Stockdale have been appointed Trustees to make sale of certain Real Estate in the proceedings in said cause mentioned. Now the condition of the above obligation is such that if the above bound Francis H. Shipley, J. Wilber Shipley and George L. Stockdale, do and shall well and faithfully perform the Trust reposed in them by said decree or that may be reposed in them by any future decree or order of said Court in the premises, then the above obligation to be void and of no effect, otherwise to remain in full force and virtue in Law.

Signed, Sealed and Delivered
in the presence of R. H. Spencer

Francis H. Shipley (Seal)
J. Wilber Shipley (Seal)

George L. Stockdale. Seal
Geo. W. Albaugh Seal
Wm. G. Bazzell Seal

To the Clerk of the Circuit Court for Carroll County.

I hereby certify that the securities in the above Bond are amply sufficient for the penalty therein expressed.

Geo. L. Stockdale
Solicitor for Complainants.

The above Bond is approved this 10th day of June. 1897.

Chas. B. Penrose. Clerk.

Trustee's 1st Report of Sale.

Thomas W. Shipley et als
Against
Marshall R. Shipley et als,

In the Circuit Court for Carroll County.
No 3544 Equity.

To the Honorable the Judges of said Court.

The report of sale of Thomas W. Shipley, J. Wesley Shipley and George L. Stockdale, Trustees appointed by the decree passed in this Cause to make sale of the Real Estate therein mentioned, respectfully shows:

That after giving Bond with security for the faithful discharge of the Trust as required by said decree, and giving notice of the time, place manner and terms of sale by advertisements in the Democratic Advocate, "American Sentinel" and also by hand bills distributed throughout the vicinity of said property as required by said decree, before the day of sale, the said Trustee did in pursuance of said notice attend on the premises on Thursday November 25th 1897, at 1 o'clock P. M. and there and then offered all the Real Estate of the late James Henry Shipley viz: In the first place, your Trustees exhibited a plat of said property, and offered the same, containing 88 acres 3 roods and 26 square perches of land more or less, and then and there sold the same to Mrs. Adeline E. Shipley wife of James W. Shipley at and for the sum of $2850 per acre, aggregating the sum of $2532.43/100 dollars, (two thousand five hundred and thirty two dollars and forty three cents, she being then and there the highest bidder therefor, and said purchaser has signed the purchasers certificate of sale, and executed with her said husband the notes for the deferred payments of said purchase money. The said Trustee in the next place offered at public sale the Homestead of the late James Henry Shipley containing 1 acre, 1 rood and 0 perches of land more or less, and then and there sold the same to Mrs. Eliza M. Bremer at and for the sum of $100.00 One Hundred dollars Current money, she being then and there the highest bidder therefor and said purchaser has executed her notes (bearing interest) with said husband uniting therewith, for the deferred payments of said purchase money, and also signed the purchasers Certificate of purchase of said real estate. In the next place your Trustees offered the remaining two tracts of land lying contiguous to each other, being a part of the Real

estate of which said James Kemp Shipley died seized and possessed containing 2 Acres & 9 perches of land more or less but not receiving a sufficient offer for said property your Trustees withdrew the same and announced that the same could be purchased at private sale. Your Trustees files herewith as a part hereof the Plat & Courses of a part of said Real Estate marked respectively Exhibits Nos. 1 & 2. Your Trustees further report unto your Honorable Court, that said two purchasers desire to pay the full cash money for the respective properties purchased by them upon the ratification of said sales by your Honorable Court. Your Trustees further report unto your Honorable Court, that they have failed to make a private sale of the fifth (5th) parcel of land and that they will make a further report of the same when said sale is made. All of which is respectfully submitted.

Francis W. Shipley
J. Miller Shipley
Geo. L. Stockdale } Trustees

Geo. L. Stockdale
Oter for Trustees.

State of Maryland Carroll County Sct.

I hereby certify that on this — day of December in the year one thousand eight hundred and ninety seven before the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County aforesaid personally appeared Francis W. Shipley, J. Miller Shipley and Geo. L. Stockdale Trustees as set forth in the foregoing Report of Sale, and made oath on the Holy Evangels of Almighty God, that the matters facts and things set forth in the aforegoing Report of Sale and Plat as therein set forth, did further make oath in due form of law that the sales therein reported was bona fide and fairly made.

Sworn Before,
John M. Gingling J.P.

Exhibit No. 1.

Beginning for Lot No. 2. at a stone now planted in the County road leading from Eldersburg to Liberty at the end of the North 30½ degrees West 26 perches line of Lot No. 1. and with the centre of said road North 30½ degs. West 24⅘ perches to a stone now planted in the centre of the road leading from Eldersburg to the Liberty road, and with the centre of said road, South 21 degs West 18⅘ per. to a corner of Lot No. 1. and bounding thereon South 69 deg East 14⅗ per. to a stone, North 60 degs East 4⅖ per. to the place of beginning. Containing three and 50 perches more or less. August 16, 1897.

John A. DeBois.

Exhibit No. 2.

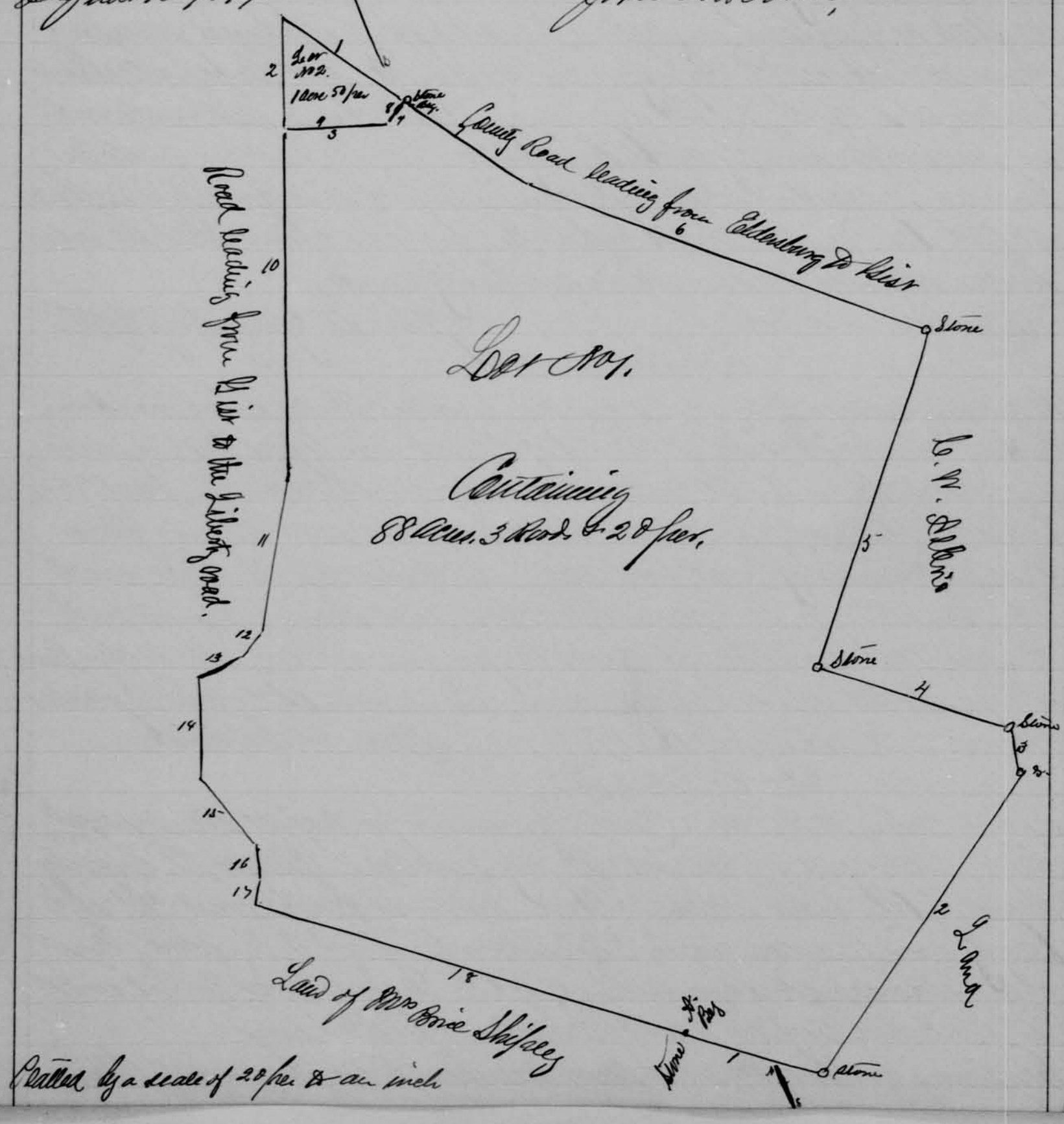
I hereby certify that I have carefully surveyed for and at the request of F. W. Shipley and J. Miller Shipley Trustees of James K. Shipley deceased, All those tracts of land that lies South west of the County road leading from Eldersburg to Liberty P.O. and East of the road leading from Liberty to the Liberty road, to the land of Wm Price Shipley and West of Charles N. Allen's land.

Beginning for Lot No. 1. at a stone marked A. on the end of the South

42 deg. West 118 perches, line of a tract of land which by deed dated June 3, 1830, conveyed by Enoch Shipley & Nicholas Shipley, and running South, 45 deg. East 24 perches, to a stone, North 58¼ deg. East, 59 per. to a stone, North 12¾ deg. East 7⅘ per. to a stone, North 47¼ deg. West 22⅘ per. to a stone situated on the aforesaid 118 perches line of Nicholas Shipley's land, North 42¾ deg. East 59 per. to a stone in the Centre of the County road leading from Ellicotts Mills to Elkridge, & East P.O. and with the centre of said road, North 46 deg West 70 per. North 30½ deg. West 26 per. to a stone a corner of Lot No. 2, and bounding thereon on said lot, South 60 deg. West 42⅘ per. to a stone, North 6 deg. West 14⅘ per. to a stone in the centre of the County road leading from Elkridge to the Liberty road and with the centre of said road, South 18 deg. West 58⅘ per. South 36½ deg. West 24⅘ per. South 63 deg. West 5¾ per. North 8½ deg. West 7 per. South 21½ deg. West 17 per. South 15 deg. East 13 per. South 18 deg. West 7 per. South 42½ deg. West 2⅘ per. to the land of Mrs. Brice Shipley, dec'd. bounding on said land, South 51½ deg. East 69⅘ per. to the first place of beginning containing 88 acres 3 roods and 28 perches more or less.

Surveyed May 16th 1877.

John A. Davies



Order nisi &c on Sale.

Francis W. Shipley et al Pltffs
vs
Marshall R. Shipley et al Defts } Equity. No 3544 Equity.

In the Circuit Court for Baltimore County.

Ordered this 3rd day of December in the year eighteen hundred and ninety seven that the Sales of the Real Estate made and reported in these proceedings by Francis W. Shipley & Wilbur Shipley and George L. Stockdale Trustees be ratified and confirmed unless cause to the contrary thereof be shown on or before the 3rd day of January 1898. Provided a copy of this Order be inserted in some newspaper printed and published in Baltimore County once in each of three successive weeks before the 27 day of December 1897. The report states the amount of sales of the Real Estate to be $3532.43 Cts.

Jos. H. Billingslea. Clerk.

Printers Certificate.

Office of American Sentinel.

Westminster Md. January 5th 1898.

This is to certify that the annexed Order nisi for Sale, has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of three successive weeks previous to the 27 day of December 1897. E. Reifsnider Publisher

per. John H. Mather.

Order ratifying Sale.

Ordered by the Circuit Court for Baltimore County this 15 day of January A.D. 1898. That the sales of the Real Estate made and reported by the Trustees aforesaid be and the same is hereby finally ratified and confirmed no cause to the contrary thereof being shown although notice thereof appears to have been given as required by the preceding Order nisi passed in this Cause, and the said Cause is hereby referred to the Auditor of this Court, to state the account of the Trustees in this Cause allowing to the said Trustees the usual Commissions and proper expenses, as they shall produce vouchers to the Auditor.

Charles W. Roberts,

2nd Report of Sale.

Francis W. Shipley and others
Plaintiffs.
against
Marshall R. Shipley and others
Defendants } No 3544 Equity.

In the Circuit Court for Baltimore County in Equity.

To the Honorable the Judges of said Court.

The 2nd Report made by Francis W. Shipley, J. Wilbur Shipley and George L. Stockdale Trustees aforesaid by your Honorable Court respectfully shows.

1st That your Trustees under and in pursuance of the decree passed in this Cause, aforesaid, your Trustees did after having given bond with approved Security, and after having duly advertised

the said real estate. attended upon the premises on the 25 day of November A.D. 1897. and there and there sold all the Real Estate of the late James H. Shipley of Carroll County. except two parcels lying contiguous to each other. containing 27 Acres and 9 sq pes of land more or less, as is more fully set forth in their 1st Report of Sale, and made as a part hereof.

2nd That since the said day of Sale aforesaid, Your Trustees, have succeeded in making a private sale of the said two parcels of land as aforesaid set out containing in the aggregate 27 acres, and 9 sq pes of land more or less, being the same land, described in the Exhibit No 2. filed with the Bill of Complaint in this cause, and the same land which was conveyed by Grove H. Shipley and John H. Shipley Trustees, to the said James H. Shipley, late of Carroll Co. and. and by the same last mentioned deed, and by certain Edgia A. Brenner (wife of Frederick Brenner) of Carroll County State of Maryland, and that said purchaser has given her notes with security for the 2nd and 3rd payments of said purchase money, with her said husband, as security thereon, and further satisfied Your Trustees that she desired to pay the said purchase money for said property purchased by her as aforesaid, as soon as the same could be conveniently for your Trustees to receive the same,

Third. Your Trustees further represents unto your Honorable Court that the purchase aforesaid made by them is the best and best offer for said land, either at public or private sale thereof.

All of which is respectfully submitted,

Witness.
John M. Geiselman

Francis M. Shipley
J. Wilber Shipley
Geo. L. Stockdale
} Trustees

State of Maryland Carroll County to wit:

I hereby certify that on this 27 day of December in the year eighteen hundred and ninety seven before me the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County aforesaid personally appeared Francis M. Shipley, J. Wilber Shipley and George L. Stockdale Trustees as named in the aforegoing Report of Sale and each made oath on the Holy Evangels of Almighty God that the matters facts and things as set forth in the aforegoing report are true as therein set forth, and that the sale thereof reported was bona fide and fairly made. Sworn before

John M. Geiselman Justice of the Peace,

Order nisi on Sale

Francis M. Shipley et al
Pltffs
against
Marshall R. Shipley et als
} In the Circuit Court for Carroll County in Equity
No 3544 Equity

Ordered this 28 day of December in the year eighteen hundred and ninety seven, that the Sale of the Real Estate made and reported by Francis M. Shipley, J. Wilber Shipley

and George L. Hoeckdale Trustees in the above cause, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 31st day of January A.D. 1898. Provided a copy of this Order be inserted in some newspaper printed and published in Carroll County, once in each of three successive weeks before the 24th day of January A.D. 1898. The report states the amount of sales of the Real Estate to be $4000.00

Jas. H. Billingslea, Clerk.

Printer's Certificate.

Office of American Sentinel.

Westminster Md. February 3rd 1898.

This is to certify that the annexed Order nisi in Equity has been published in The American Sentinel a newspaper printed and published at Westminster, Carroll County Md. once a week in each of three successive weeks previous to the 24th day of January 1898.

E. E. Clifton Publisher
per John H. Matten.

Order ratifying Sale.

Ordered this 3rd day of February A.D. 1898. by the Circuit Court for Carroll County, sitting as a Court of Equity, that the sale of the Real Estate made and reported by the Trustees aforesaid, be and the same is hereby finally ratified and confirmed. No cause to the contrary thereof having been shown, although notice thereof appears to have been given as required by the preceding order nisi in this cause, And the said cause is hereby referred to the Auditor of this Court to state an account of the Trust funds in this cause allowing to the said Trustees the usual commissions and expenses as they shall produce vouchers to the Auditor.

Charles B. Roberts,
Judge.

Auditor.

Francis M. Shipley et als Complainants
against
Marshall A. Shipley et als Defendants

No 3574 Equity.
In the Circuit Court for Carroll County
In Equity
To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court passed in this cause, he examined the papers filed in the Cause, and thereupon stated the following account as follows, He charges the Trustees with all the Trust funds in their hands and vouches allowed them their commissions and expenses, and all costs and fees to be allowed. He then distributed the sum of $402.00 to Eliza A. Shipley widow of said Eymes H. Shipley deceased intestate in her dower in the Real Estate sold by the Trustees in this Cause. The whole balance of Trust funds then left to $3216.48 he distributed among the children and grand-children

heirs at law of said James H. Shipley, deceased Intestate
Allowance which is respectfully submitted
1898. February 9th. Jno. J. Baumgartner, Auditor.
The Real Estate of James H. Shipley deceased
In account with
Francis M. Shipley, J. Miller Shipley and George L. Stockdale Trustees.

Debtor.

1897 December 25th	By Sale of the Real Estate thereof made by the Trustees to Mrs. Adelaide E. Shipley as per Report of Francis M. Shipley (88 A. 3 R. 208 &c) as appears by their Report filed in this Cause December 1st 1897, amounting to the sum of	$ 2532. 43
1897 November 25th	By Sale of the Real Estate thereof made by the Trustees to Mrs. Eliza H. Bremer, (16 A. 1 R. 100 &c) as appears by their Report filed in this Cause December 1st 1897, amounting to the sum of	1000. 00
By Sale of Real Estate	made by the Trustees at private sale to Eliza L. Bremer wife of Frederick Bremer (27 A. 9 &c) as appears by their Second Report filed in this Cause December 2nd 1897, amounting to the sum of	400. 00
By Sales of Hay	made by the Trustees at various times to various persons as appears by their instructions to the Auditor filed in this Cause, February 9th 1898 amounting to the sum of	51. 85
By Amounts of Interest	received by the Trustees from the Purchasers of the Real Estate, as appears by their instructions to the Auditor filed in this Cause February 9th 1898, aggregating the sum of	23. 54
	Amount of Debit Items	$ 4057. 82

Credit.

To the Trustees for their Commissions	$ 150. 23
To the Trustees amount paid Joseph W. Bennett for Auctioneering Sales, per Voucher No 1 filed	4. 00
To the Trustees do pay E. J. Hopkins for printing per Voucher No 2 filed.	20. 75
To the Trustees do pay Baudenford Bros. for printing per Voucher No 3 filed.	11. 25
To the Trustees do pay John C. Davies for surveying &c per Voucher No 4 filed.	6. 00
To the Trustees do pay Frederick Bremer assisting at Survey, per Voucher No 5 filed	9. 00
To the Trustees do pay [illegible] for assisting at Survey per Voucher No 6 filed	1. 00
To the Trustees do pay J. M. Shipley for assisting at Survey	

per Voucher No 5 filed.	1.	00
To the Trustees & pay. R. W. Shipley for assisting at survey. per Voucher No 5 filed.	1.	00
To the Trustees. & pay Robert Ogle. Clerk Superior Court. for Copy of Deed. per Voucher No 6 filed.	1.	50
To the Trustees & pay. John M. Gingling J.P. for acknowledgments &c per Voucher No 7. filed.	2.	70
To the Trustees & pay. George L. Stockdale Solicitor for professional Services rendered per Voucher No 8 filed.	100.	00
Costs of taking evidence,		
To Michael E. Slater Examiner.	8.	00
To John L. Shipley Witness	1.	75
To Roger E. Humphrey do	1.	75
To Francis W. Shipley do	1.	75
To Thomas H. Bankard Guardian ad litem.	4.	00
Costs as taxed by the Clerk.		
To George L. Stockdale Solicitor & performance fee.	10.	00
To Jas. H. Billingsley Clerk.	44.	40
To J. Oliver Hollow. Sheriff of Howard County.	1.	80
To Stephen R. Mason Sheriff of Baltimore City.		40
To Publication Order &c &c in this Account	1.	50
To Jno. J. Baumgartner Auditor. Examination of Papers. Stating this Account &c,	13.	50
Amount of Expenses	$ 389.	28
To Eliza A. Shipley widow & said James H. Shipley deceased Legislable Share & her dower in the Real Estate sold by the Trustees in this Cause. the sum of.	402.	06
Balance for distribution,	3216.	48
Amount of Trust Funds,	$ 4007.	82

Balance for distribution Brought forward.		$ 3216.	48
and distributed among the Children and Grand Children of said James H. Shipley deceased Intestate as follows Viz:			
To Francis W. Shipley a Son and Heir at law of said Intestate	1/6	$ 536.	08
To J. Wilber Shipley a Son and Heir at law of said Intestate	1/6	536	08
To James H. Shipley a Son and Heir at law of said Intestate	1/6	536.	08
To Annie H. E. Lenswell wife of James H. Lenswell a daughter Heir at law of said Intestate	1/6	536	08
To Marshall R. Shipley a Son and Heir at law of said Intestate	1/6.	536.	08
To Leslie R. Shipley a Grand Son and Heir at law			

of said Estate	1/30 of 1/6,	$	178.	69⅓	
To Harry H. Shipley a Grandson.	and heir at law				
of said Estate	1/30 of 1/6		178.	69⅓	
To Theodore F. Shipley a Grandson	and heir at law				
of said Estate	1/30 of 1/6,		178	69⅓	xxxx xx
		$	3216.	48	$ 3216. 48

Order nisi.

No 3544 Equity.

Francis H. Shipley et als Plaintiffs
against
Marshall C. Shipley et al Defendants

In the Circuit Court for Carroll County.

Ordered this 11th day of February, A.D. 1898, that the Accounts of the Auditor filed in this cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 28 day of February next; provided a copy of this Order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the last mentioned day in some newspaper published in Carroll County.

Jas H. Billingslea, Clerk.

True Extract.

Office of American Sentinel.

Westminster Md. February 28 1898.

This is to certify that the annexed Order No 3544 Equity has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Maryland, once a week in each of 3 successive weeks previous to the 28 day of February 1898.

H. Shipley Publisher.

Per Jno. H. Shriver,

Order ratifying Audit.

Ordered this 1st day of March in the year eighteen hundred and ninety eight by the Circuit Court for Carroll County sitting as a Court of Equity that the Accounts of the Auditor filed in the above entitled cause, be and the same is hereby finally ratified and confirmed no cause to the contrary thereof, although notice of the same has been given in conformity with the preceding Order nisi, The Trustees are hereby authorized and directed to pay out the proceeds in their hands in conformity with the Audit as above stated, with due proportions of such interest as has been or may be received.

J. Thomas Jones,

Recorded &c.

Per Jas. H. Billingslea. Clerk,

Maryland Sct.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland begun and held at the Court House, in the City of Westminster, in Carroll County in the State of Maryland on the 1st Monday of March (it being the 7th day of the same month) in the year One thousand eight hundred and ninety eight.

Were Present.

The Hon. Charles B. Roberts Chief Judge.

Ephraim Keaney Esq. Sheriff.

James H. Billingslea Clerk.

Among other were the following proceedings Do wit;

Be it remembered that heretofore Do wit: On the 12th day of March A.D. 1895. Catharine A. Abbott Mother &c. by Charles B. Keeney & Geo. L. Stockdale Esquires, her Attorneys, comes here into Court, sitting as a Court of Equity, and files her Bill of Complaint, which is in haec verba & words as follows Do wit;

Catharine A. Abbott, Mother and next friend of Leila M. Abbott, Emory T. Abbott and Hugh E. Abbott infants

Plaintiffs

vs.

Leila M. Abbott, Emory T. Abbott, Hugh E. Abbott, Etta C. Abbott, Emma L. Abbott, Albert B. Abbott, and Clara D. Abbott Infant Defendants and Catharine A. Abbott, other Defendants

No. 3342 Equity.

In the Circuit Court for Carroll County in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County sitting as a Court of Equity.

The Bill of Complaint of Catharine A. Abbott, mother and next friend of Leila M. Abbott, Emory T. Abbott and Hugh E. Abbott, Infants of No. 25 Rail Road Avenue, (Woodberry) in the City of Baltimore and State of Maryland respectfully shows;

That the said Frank J. Abbott departed this life, (at Woodberry) in the City of Baltimore in the State of Maryland, on or about the 16 day of June, in the year eighteen hundred and ninety four, leaving surviving him, his widow the said Catharine A. Abbott and the following children his only heirs at law viz; Leila M. Abbott, Emory T. Abbott, Hugh E. Abbott, Etta C. Abbott, Emma L. Abbott, Albert B. Abbott, and Clara D. Abbott all of whom are now with their mother, the said Catharine A. Abbott, (at Woodberry) in the City of Baltimore State of Maryland, and all are infants under the age of twenty one years.

2. That the said Frank J. Abbott departed this life as aforesaid seized, leaving a last will and testament, a certified Copy of which is hereunto filed as a part hereof together with all other exhibits are prayed to be taken and considered as a part hereof. Plaintiff. Exhibit A.

3. That at the time of the death of the said Frank J. Abbott

as aforesaid he was seized and possessed of all those three several lots tracts or parcels of land situate lying and being in Carroll County in the State of Maryland lying contiguous containing in the aggregate nineteen acres two roods and thirty six perches of land more or less

4. The first of said three tracts of land is known as Lot No 2 a part of "Bachelor's Prospect" and contains fourteen acres three roods and thirty five perches of land more or less and is particularly described in a deed of conveyance from L. D. Myers and wife to the said Emma J. Abbott and which deed is filed herewith as Plaintiff's Exhibit B.

5. The second of the said three tracts of land consists of two parcels of land being part of a tract of land called "Bowmans Meadows" and contains one hundred eight acres of land more or less which is particularly described in a deed of conveyance from Thomas Hamilton and wife unto Wagner & Frank & Abbott which deed is filed herewith as Plaintiff's Exhibit C.

6. The third of said three tracts of land consists of a piece of land known as part of "Bowmans Defence" and contains three acres and thirty five perches of land more or less which is particularly described in deed of conveyance from John J. Abbott and Lucie to the said Frank J. & Emma J. Abbott which deed is filed herewith as "Plaintiff's Exhibit"

4. That by said last will and testament (Plaintiff's Exhibit A as aforesaid) the said Testator gave and bequeathed all his estate Real and Personal unto his wife Catherine L. Abbott during her natural life, she to pay all his funeral expenses &c, and thereby took a particular estate for life in all the Real Estate of which the said Testator died seized and possessed, with the reversion thereof to the surviving seven Defendants children in fee as tenants in common share and share alike

5. Your Orators further charge that the estate of which the said Catherine L. Abbott became possessed as aforesaid of three small lots tracts or parcels of land lying contiguous containing in the aggregate fifty nine acres two roods and thirty six square perches of land more or less, with a small house and a few outbuildings thereon situate in Carroll County Maryland, is not sufficiently large that the same is of any material advantage to her in its present state, but that it would be for their interest benefit and advantage that the said land should be sold by a decree of your Honorable Court, and after the payment of such funeral costs, and charges as are usual to be allowed out of the proceeds of sale, are paid, that the balance of said Trust fund be invested in some safe Investment for her use during her life as the said land is now unproductive and of little use to her, and in fact growing more & more daily depreciate in value, not having any one that has sufficient funds to properly look after or care for the property.

6. Your Orators further charge that the said defendants if in more

25 × 10
32 × 10
25 × 10

not chargable with the particular estate of the said surviving widow during her natural life as aforesaid is not susceptible of partition without material loss and injury to the parties entitled to interest therein, but that it would be to the benefit and advantage of all the infant defendants, that the said property should be sold, and especially so much as it is chargable with the life estate of said surviving widow during her natural life,

To the end therefore,

1st That the said real estate may be sold, and the proceeds thereof reinvested under the authority of this Court,

2. That your Orators may have such other and further relief as their case may require,

May it please your Honors to grant unto your Orators the Writ of Subpoena directed to the said Leila M. Abbott, Emily T. Abbott, Hugh E. Abbott, Ella L. Abbott, Emma L. Abbott, Albert P. Abbott and Lloyd E. Abbott infants and Catharine A. Abbott, all defendants above named or their Guardians, Woodberry in the City of Baltimore commanding them and each of them to appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein,

And as in duty bound &c,

Charles P. Keating
George L. Storkbridge
Solicitors for Plaintiffs,

Exhibit A

Frank J. Abbotts Last Will and Testament.

Woodberry Baltimore June 16 1894.

In the Name of God Amen.

I Frank J. Abbott of Woodberry Balto. State of Maryland being of sound disposing mind and memory and understanding but being weak in bodily strength, and desirous of settling my worldly affairs I do make and publish this My Last Will and Testament.

First I give My Soul to Almighty God, and my body to be decently buried.

Second. I give and bequeath to my beloved wife Catharine A. Abbott all my real and personal property during her natural life, and she to pay all my funeral expenses after the death of my wife. My real Estate and personal property to be sold and equally divided among my Children.

In witness whereof I have hereto set my hand and seal,

Witness
Ella Sykes witness.

Frank J. [illegible] Abbott [seal]

Wm A. Abbott
John J. Abbott
Jesse [illegible] Brooks

Baltimore City to wit

On this 6th day of August, 1894, before the subscriber Register of Wills aforesaid William A. Abbott solemnly affirmed that he

doth not know of any will or Codicil of Frank J. Abbott late of Baltimore City deceased other than the above Instrument of writing that he received the same from the Testator at the time it was executed and has retained it in his possession down to the present time. And that the Testator died on the 16th day of June 1894.

Thos W. Morse. Register of Wills for Balto City.

Baltimore City SS,

On the 6th day of August 1894. came William A. Abbott. John J. Abbott. and Jesse Brooks the three subscribing witnesses to the aforegoing last will and Testament of Frank J. Abbott late of said City deceased. and the said two severally aforesaid and the last made oath on the Holy Evangelists of Almighty God that they did see the Testator sign and seal this Will. that they heard him publish pronounce and declare the same to be his last Will and Testament. that at the time of his so doing he was to the best of their apprehensions sound and disposing mind memory and understanding. and that they subscribed their names as witnesses to this Will in his presence at his request. and in the presence of each other. Sworn before the subscribers

Thos W. Morse, Register of Wills for Baltimore City.

In Baltimore City. Orphans Court.

The Court after having carefully examined the above last Will and Testament of Frank J. Abbott late of Baltimore City deceased, and also the evidence adduced as to its validity. Orders and Decrees this 6th day of August 1894, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Frank J. Abbott deceased.

Geo. W. Lindsay

Saml. Sands

State of Maryland. Baltimore City SS,

I Thos. W. Morse Register of Wills and by law Keeper of the Seal and of the Records and of the Original Papers of the Orphans Court of Baltimore City. do hereby certify that the aforegoing is a true and faithful copy of the last Will and Testament of Frank J. Abbott late of said City deceased. with the proofs and probate thereof taken from "Wills" Liber T. W. M. No 72 folio 315 &c. being one of the Records kept in the Office of the Register of Wills for Baltimore City. In testimony whereof I hereunto subscribe my name and affix the Seal of said Orphans Court Office this 25 day of February, in the year of our Lord eighteen hundred and ninety five.

(Seal)

Thos W. Morse

Register of Wills for Baltimore City

Exhibit B. Is the Original of the Deed from L. D. Meyle wife to Frank E. Abbott. dated March 27th 1886. Consideration $1.00 containing 4 acres 3 roods 25 perches. recorded among the Land Records of Carroll County in Liber W. A. No. No 63 folio 533 &c

Exhibit C. Is the Original of the Deed from Manspeath, Commissioner to Frank E. Abbott. dated October 2nd 1889. Consideration $75.00 containing 1 acre, 2 Roods 20 perches. recorded among the Land Records of Carroll County in

Liber W.H.M. No 70 folio 209 &c,
Exhibit D, is the Original of the Deed from John J. Abbott and wife to Emanuel J. Abbott
dated October 5th 1889, - consideration $300.00 containing 3 acres ± 31 sq perches of land
more or less. Recorded among the Land Records of Baltimore County in Liber W.H.M. No 70 folio 209 &c,

Answer of Catharine A. Abbott. et al.

Catherine A. Abbott. Mother and next friend of Leila M. Abbott & Et als Plaintiffs.

against

Leila M. Abbott. Emory T. Abbott. and Hugh E. Abbott. & et als Defendants

No 3342 Equity.

In the Circuit Court for Baltimore County

In Equity.

To the Honorable the Judges of the Circuit Court for Baltimore County. Sitting as a Court of Equity.

The Separate Answer of Catharine A. Abbott. (widow) Defendant, of No 25. Railroad Avenue, Woodberry in the City of Baltimore Maryland to the above entitled cause to the Bill of Complaint of Catharine A. Abbott mother and next friend of Leila M. Abbott & et als, Plaintiffs against this Respondent and others Defendants, respectfully shows unto your Honorable Court.

For her Answer to the Bill of Complaint says,

That she admits the matters facts and things charged in the Bill of Complaint to be true as therein stated and set forth, and she hereby consents that the property described and mentioned in said Bill of Complaint may be sold by a Decree of your Honorable Court as prayed for in said Bill, and after the payment of such costs and expenses as are proper to be allowed and paid out of the proceeds that the remainder of said fund shall be under the direction and supervision of your Honorable Court, invested for her use and benefit as is provided by the last Will and Testament of her deceased husband, and as set forth in Plaintiffs Exhibit A. to Bill of Complaint. And she hereby further agrees that this case may be submitted to the Honorable the Judges of the Circuit Court for Baltimore County for an immediate Decree, and prays to be hence dismissed with her reasonable costs in this behalf incurred.

Witness Henry Stone
E.E. Brown.

Catherine A. Abbott.
Answer Defendant,

Separate Answer

Catharine A. Abbott Mother and next friend of Leila M. Abbott & et als Plaintiffs

Against

Leila M. Abbott. Emory T. Abbott. Hugh E. Abbott & et als Defendants

No 3342 Equity.

In the Circuit Court for Baltimore County

In Equity.

To the Honorable the Judges of said Court.

The joint and separate answers of Leila M. Abbott. Emory T. Abbott. Hugh E. Abbott. Etta E. Abbott. Emory L. Abbott Albert L. Abbott. Albert R. Abbott and Lena R. Abbott. all of Baltimore City in the State of Maryland, infants by James H. Bankard

their guardian ad litem to the Bill of Complaint of Catherine A. Abbott, mother and next friend of Leila M. Abbott and others Complainants against these respondents and others defendants, in open said Court in said Cause to be heard is respectfully as by reference to said Bill appears. These respondents answering thereto by their Guardian ad litem, says,

That being infants of tender years, they can neither admit nor deny the matters facts and things in said Bill of Complaint to the Complainants in this Cause, but commit it to the justice of the decision and decree of your said Court, and submit their respective rights and interests in this Cause to the protection of your Honorable Court.

Thomas H. Bankard, Guardian ad litem
for Defendants.

Wirt & Richard P. Dorsey,
Solicitors.

Decree,

Catherine A. Abbott, Mother and next friend of Leila M. Abbott et al Complts.
vs
Leila M. Abbott et al Defendants.

In the Circuit Court for Carroll County sitting as a Court of Equity.
No 3342 Equity.

The above cause standing ready for hearing and being submitted without argument, the Bill, answer and all other proceedings were by the Court read and considered. It is therefore this twenty seventh day of January, in the year eighteen hundred and ninety six by the Circuit Court for Carroll County sitting as a Court of Equity, Adjudged, Ordered and decreed, that the Real Estate mentioned in the Bill of Complaint be sold, and that John J. Abbott, of Carroll County, Maryland, be and he is hereby appointed Trustee to make said sale, and that the terms and manner of his proceedings shall be as follows, he shall give bond with the Clerk of this Court, with security to be approved by this Court, or by the Clerk thereof, in the penalty of One thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or hereafter in him by any future decree or order in the premises. He shall then proceed to make the said sale, having given at least three weeks notice by advertisement inserted in some newspaper published in Carroll County and by such other mode, as he shall think proper, of the time place and terms of sale, which shall be as follows, to wit: One third part of the purchase money, shall be paid by the purchaser or purchasers, to the Trustee on the day of sale or upon the ratification thereof by this Court. And the residue shall be paid in two equal payments, the one to be paid in one year, and the other in two years from the day of sale with interest, and to be secured by the notes of the purchaser or purchasers with security to be approved of by the Trustee and as soon as may be convenient after any such sale or sales the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with all affidavits annexed of the truth thereof and of the

Sale of said sale, and on obtaining the Courts ratification of the sale, and on the payment of the whole purchase money, (and not before) the said Trustee shall by a good and sufficient Deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers his heirs, their heirs the property and estate therein sold, free clear and discharged from all claim of the parties hereto, Complainants and Defendants and those claiming by from or under them or either of them, And the said Trustee shall bring into this Court the money arising from said sale, to be invested according to the provisions of the will of said Francis J. Abbott, under the direction of this Court, after deducting the costs of this suit, the expenses of said sale and such Commission to the said Trustee as this Court shall think proper to allow in consideration of the skill attention and fidelity wherewith he shall appear to have discharged his trust.

Charles B. Roberts,

Trustee's Bond.

Know all men by these presents that we, John J. Abbott, I. J. Dick and Wm. A. Abbott, of Cecil County in the State of Maryland, are held and firmly bound unto the State of Maryland, in the penal sum of One thousand dollars, current money, to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 1st day of February, in the year of our Lord one thousand eight hundred and ninety six. Whereas by a decree of the Orphans Court for Cecil County, sitting as a Court of Equity, bearing date the 27th day of January in the year eighteen hundred and ninety six, and passed in a cause in the said Court, wherein Catharine J. Abbott mother and next friend of Leila M. Abbott and others, are complainants and Leila M. Abbott Elmer T. Abbott Hugh E. Abbott, Estie L. Abbott et als are defendants, the above bound John J. Abbott has been appointed Trustee to make sale of certain Real Estate in the proceedings in said cause mentioned. Now the condition of the above obligation is such, that if the above bound John J. Abbott do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any future decree or Order of said Court in the premises, then the above obligation to be void and of no effect, otherwise to remain in full force and virtue in law.

Signed, Sealed and delivered
in the presence of
A. E. Wells

John J. Abbott
I. J. Dick
Wm. A. Abbott

To the Clerk of the Orphans Court for Cecil County.

I hereby certify that the Securities in the above Bond are ample and sufficient for the penalty thereof expressed.

Leo L. Stockdale
Solicitor for Complainants.

The above Bond is approved this 3rd day of Feby. 1896.

Benj. H. Crouse Clerk.

Report of Sales

Catharine A. Abbott
Mother & next friend
Plaintiff

against

Leila M. Abbott et al
defendants.

No 3342 Equity.

In the Circuit Court for Carroll County
Sitting as a Court
of Equity.

To the Honorable the Judges of the Circuit Court for Carroll County

The report of John J. Abbott, Trustee aforesaid by the decree in this Cause, to make sale, of the real estate mentioned and described in the proceedings in this Cause, respectfully represents unto your Honorable Court,

That, after giving bond for the faithful discharge of the trust reposed in him by the decree in this Cause, and after having duly advertised the time and property in the Enterprise a newspaper printed and published in Carroll County, for four successive times, of the time, place, manner and terms of sale, did in pursuance of said notice, attend upon the premises in Carrollton, in Westminster District in Carroll County Maryland, on the third day of March, A.D. 1896, and then and there offered both of said parcels of land but did not receive any offer for either of them, as in his opinion would justify him to sell the same, he then and there withdrew the property, and announced that the property would afterwards be sold at private sale. That afterwards to wit: on the 4th day of September A.D. 1896, your Trustee received a private offer of Forty Dollars ($40.00) for all that lot or parcel of land described in the Bill, containing 4 Acres, 3 roods & 25 sq. perches of land more or less, from a certain Lucinda Abbott and upon the terms of cash upon the ratification of sale by your Honorable Court. Your Trustee further reports that your Honorable Court, that the aforesaid offer for said property was the very best that he could get for the same after making diligent efforts to sell the property.

All of which is respectfully submitted.

Geo. L. Stockdale Solicitor

John J. Abbott, Trustee.

State of Maryland Cecil County Sct:

I hereby certify that on this 29th day of September in the year eighteen hundred and ninety six, before me the subscriber a Justice of the Peace of the State of Maryland in and for Cecil County aforesaid personally appeared John F. Abbott Trustee as named in the foregoing Report of Sale and made oath on the Holy Evangels of Almighty God, that the matters facts and things set forth in the above Report of Sale are true as therein stated, and that the sales therein reported, were bona fide and fairly made.

Thos Pilson Jr Justice of the Peace.

Order nisi on Sale.

No 3342 Equity.

Alfarata A. Abbott mother and next friend Plaintiff
against
Leila M. Abbott et als Defendants.

In the Circuit Court for Cecil County
In Equity

Ordered this 30th day of September in the year eighteen hundred and ninety six by the Circuit Court for Cecil County that the sales of the Real Estate made and reported in these proceedings by John F. Abbott Trustee, appointed by a Decree of this Court, to make said sales, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 2nd day of November next; provided a copy of this order be inserted in some newspaper published in Cecil County once in each of three successive weeks before the 26th day of October next. The Report states the amount of sales to be $576.00

Benj. B. Crouse, Clerk.

Printer's Certificate.

Elkton Md. Oct. 27th 1896.

I hereby certify that the annexed notification notice was published three successive weeks prior to the 26th day of October 1896 in "The Enterprise" a newspaper published in Cecil County Md.

J. D. Whiteman & Son,
Editors and Publishers.

Order ratifying Sales.

Ordered this 19th day of March A.D. 1898, by the Circuit Court for Cecil County, sitting as a Court of Equity, that the sales of the Real Estate, made and reported by John F. Abbott, Trustee in the above entitled cause, be and the same is hereby finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th day of May next, provided a copy of this order be inserted in some newspaper published in Cecil County once in each of three successive weeks before the 9th day of April next.

The Report states the amount of sales to be $576.00

Test: Benj. B. Crouse, Clerk.

Printer's Certificate.

Elkton Md. March 19th 1898.

I hereby certify that the annexed notification was published three successive weeks prior to the 9th day of April 1898 in "The Enterprise" a newspaper published in Cecil County Md.

J. D. Whiteman & Son,
Editors and Publishers.

Order ratifying Sales.

Ordered this 19th day of March A.D. 1898, by the Circuit Court for Cecil County, sitting as a Court of Equity, that the sales of the Real Estate, made and reported by John F. Abbott, Trustee in the above entitled cause, be and the same is hereby finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th day of May next, provided a copy of this order be inserted in some newspaper published in Cecil County once in each of three successive weeks before the 9th day of April next.

The Report states the amount of sales to be $576.00

Test: Charles B. Roberts,
Clerk.

Catharine J. Abbott Mother
and next friend, Plaintiffs
vs
Leila M. Abbott and
Defendants.

No 3842 Equity
In the Circuit Court for Cuyahoga County
In Equity.
To the Honorable the Judges of the Circuit
Court for Cuyahoga County, sitting as a Court
of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court, passed in this Cause he has examined the pleadings filed in this Cause, and thereupon stated the following Account, he charged the Trustee with all the purchase money in his hands, and thereon allowed him his Commissions and expenses, and all costs further to be allowed. The whole balance of purchase money that he has in his hands, $390.42 he distributed to the Trustee, to be held and invested by him, and to be applied in accordance with the provisions of the last Will and Testament of said Frank J. Abbott deceased testator, and subject to the further order of this Court.
1898 March 22nd

Jno. J. Baumgartner Auditor.

The Real Estate of Frank J. Abbott, Dec'd Testator,
In Account with John J. Abbott Trustee,

Debtor.

1896 September 14th	By Sale of real estate then made by the Trustee at Private Sale to Ellen M. Mendor, as appears by his report filed in this Cause September 30 1896, amounting to the sum of	$ 525. 00
1896 September 25	By Sale of Real Estate then made by the Trustee at Private Sale to Augusta Abbott as appears by his report filed in this Cause Sept- ember 30 1896, amounting to the sum of	50. 00
	Amount of Sales	$ 575. 00

Credit.

To the Trustee for his Commissions	$	37. 50
To the Trustee amount paid Cleveland Brothers, for printing two Vouchers No 1 filed,		7. 50
To the Trustee amount paid the Enterprise Printing Co. for printing two Vouchers No 2 filed,		4. 00
To the Trustee amount paid W. H. Stone for Auction- -eering Sales two Vouchers No 3 filed		9. 50
To the Trustee amount paid Jacob Koch Collector Taxes for 1895 & 1896 per Vouchers No 4 & 5 filed,		7. 04
To the Trustee amount paid R. Manning Sec't Erie Insurance per Voucher No 6 filed,		6. 44
To the Trustee amount paid Leo M. Boyle Register for recording Will, per Voucher No 7 filed		78

To the Trustee amount paid Thos. H. Moss, Register of Wills for Probate Copy of Will, per Voucher No 8 filed	4.	00
To the Trustee Amount paid Thos. H. Moss, Register of Wills for Letters of Guardianship per Voucher No 9 filed	1.	25
To the Trustee Do pay George L. Stoddard, Solicitor for professional services rendered per Voucher No 10 filed	40.	00
To the Trustee Do pay Mrs. Catharine A. Abbott the amount paid by her to Dr. Noble H. Mitchell for medical attendance per Bill marked Voucher No 11 filed	12.	00
Costs of taking Evidence,		
To Enoch L. Walsh Examiner	4.	00
To William A. Abbott Witness	1.	75
To John L. Abbott Do	1.	75
To Thomas H. Bankhead Guardian ad litem,	4.	00
Costs as taxed by the Clerk,		
To George L. Stoddard Solicitor for services, fee,	10.	00
To James H. Billingslea Clerk	32.	30
To John Cairns Sheriff of Baltimore City	3.	20
To Publication Order nisi in this Case,	1.	50
To John J. Bannigan Auditor, Stating this Account, Advertising & Expenses, &c,	9.	00
	$ 184.	51
To the Trustee the whole balance of proceeds of sale of said lands to be held and invested by him and the Trustee appointed in accordance with the provisions of the Last Will and Testament of said Frank L. Abbott deceased Testator and subject to the further order of Court. Court. The amount of Account of Sales,	390.	49
	$ 575.	00

Order nisi on Audit.

Catharine A. Abbott, Mother and next friend Petitioner

vs.

Leila M. A. Abbott, et al Defendants

No 3342 Equity,

In the Circuit Court for Carroll County.

Ordered this 25th day of March A.D. 1898, that the Account of the Auditor filed in this Cause be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of April next, provided a copy of this Order be inserted for three successive weeks before the last named day, in some newspaper published in Carroll County.

Jas H. Billingslea, Clerk,

Trustees Certificate,

Westminster Md. April 11th 1898,

We hereby certify that the annexed Order nisi on Audit

was published for two successive weeks prior to the 11th day of April 1898 in The Democratic Advocate, a newspaper published in Carroll County Md.

Vanderford Bros.
Editors and Publishers,

Order ratifying Audit.

Ordered this 12th day of April A. D. 1898, by the Circuit Court for Carroll County, Sitting as a Court of Equity, that the Account of the Auditor filed in this Cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice thereof as by the Rules of this Court in conformity with the preceding Order was given, & the Trustee is hereby directed to pay over said trust funds in his hands in accordance with said Account.

Charles B. Roberts.

Recorded & E.

Per. Jas. H. Billingslea. Clerk.

Maryland Sct.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland on the first Monday of March (it being the 7th day of the same month) in the year of our Lord One thousand eight hundred and ninety eight.

Were Present.

The Hon. Charles B. Roberts Chief Judge.

Ephraim Harries Esq. Sheriff -

Jas. H. Billingslea. Clerk,

Among other were the following proceedings Docit:

Be it remembered That heretofore Docit: On the 13th day of January A.D. 1898, Ferdinand D. Schaeffer Assignee by Mesne Assignments of Mortgage & Charles T. Reifsnider his Attorneys comes here into Court sitting as a Court of Equity, and files his Order & Docket a Case, which is in the words and words as follows Docit:

Ferdinand D. Schaeffer
Assignee of Mortgagee
vs
Henry C. Shipley and
Rachel J. Shipley his wife
Mortgagors

No 3611 Equity.

In the Circuit Court for Carroll County, Sitting as a Court of Equity

Proceedings under the Acts of the Public General Laws of the State of Maryland, relating to Mortgages.

Dr. J. H. Billingslea. Clerk;

Please file above and die Bond of Ferdinand D. Schaeffer, Assignee of Mortgage and Charles T. Reifsnider to the State of Maryland in the penalty of Four thousand dollars, Also die the Original Mortgage herein from Henry C. Shipley and Rachel J. Shipley his wife to Benjamin W. Bennett bearing date the 24th day of July A.D. 1882, recorded in Liber B.B.C. No 16 folio 330 &c, and subsequently assigned to the said Ferdinand D. Schaeffer, on the 21st day of January A.D. 1896, by Irene C. Bennett Administrator de bonis non cum testamento annexo of Benjamin W. Bennett deceased, and marked Exhibit A, Also promissory note drawn by Henry C. Shipley in favor of Benjamin W. Bennett for the sum of Three hundred dollars bearing date July 24 1882, payable one year after date, with interest thereon, said on the 24th day of July A.D. 1897, and duly assigned to Ferdinand D. Schaeffer by Irene C. Bennett Administratrix d.b.n.c.t.a. of Benjamin W. Bennett deceased and marked Exhibit B, and docket case as above,

January 13th A.D. 1898,

Charles T. Reifsnider
Charles T. Reifsnider Jr.
Solicitors for Assignee of Mortgage.

Assignee's Bond.

Know all men by these presents That we Ferdinand D. Schaeffer assignee of Mortgage, and Charles T. Reifsnider of Carroll —and

State of Maryland, are held and firmly bound unto the State of Maryland,
in the full and just sum of One Thousand dollars, to be paid to the said
State, or its certain Attorney, to which payment well and truly to be made
we bind ourselves and each of us, our and each of our heirs, Executors and
Administrators, jointly and severally, firmly by these presents, sealed with
our seals, and dated this Nineteenth day of January, in the year of our
Lord, one thousand eight hundred and ninety eight.

Whereas by a deed of Mortgage dated the 24th day of July, 1882, and duly
recorded in Liber W.T.S. No 78 Folio 330 &c, one of the Land Records
of Harford County, certain Real Estate and Personal Estate in
said County, and therein described was conveyed by Henry C.
Shipley and Rachel L. Shipley his wife to Benjamin N. Bennett to secure the
payment of Twelve Hundred and Thirteen Dollars and the interest as set forth in said Mortgage.
And in said Mortgage is contained a Clause, authorizing a sale of
the Mortgaged premises by the Mortgagee his executors Administrators or assigns
in Case of default being made in payment of the Mortgage debt or the
interest thereon or in any covenant, condition or agreement therein
And whereas the said Mortgage has since been assigned by Henry C. Bennett
administrator de bonis non cum testamento annexo of Benjamin N. Bennett
deceased to the said Ferdinand D. Schaeffer. And whereas default has
been made in the payment of the Mortgage debt, and in other Con-
ditions of said Mortgage, and by virtue of the authority given
in said Mortgage, the above bounden Ferdinand D. Schaeffer
assignee as aforesaid, is about to sell the Mortgaged property.
Now the condition of the above obligation is such, that if the above
bounden Ferdinand D. Schaeffer, assignee as aforesaid, do and
shall abide by, and fulfill any Order or Decree which shall be made
by any Court of Equity in relation to the sale of said Mortgaged
property or the proceeds thereof, then the above obligation to be void,
otherwise to remain in full force and virtue in law.

Signed sealed and delivered in
the presence of
Edwin A. Manning.

Ferdinand D. Schaeffer (Seal)
Assignee of Mortgagee
Frederick S. Reifsnider (Seal)
Jas. H. Billingslea. Clerk,

Bond approved,
Exhibited.

$1300. Westminster Md. July 24th 1882.

One year after date I promise to pay to Benjamin N. Bennett,
or order the sum of Thirteen hundred dollars ($1300) current money,
for value received, with interest from date, interest payable semi-annually.
Witness Peter B. Wilhelm Henry C. Shipley,

This Note is secured by Mortgage of this date,
1896. Jan 26. Int paid to date. Endorsed B. J. Bennett.
For value received I hereby assign the within Note to Ferdinand D. Schaeffer.
Witness Francis Neal Parke, Henry C. Bennett.
Admr. d. b. n. c. t. a. of Benjamin N. Bennett deceased.

Exhibit B. Is the Original of a Mortgage from Hemp & Shipley & wife to Benjamin W. Bennett, dated July 24th 1882, for $1300.00 & recorded among the Real Estate Mortgage Records of Carroll County in Liber R.T.S. No 18 folio 332 &c, which Mortgage was duly assigned to Ferdinand D. Schaeffer. which assignment is duly recorded on the foot of said Mortgage.

Ferdinand D. Schaeffer Assignee &c. vs. Hemp b. Shipley and Helen J. Shipley his wife Mortgagors

Report of Sale.

No 3611 Equity.

In the Circuit Court for Carroll County. Sitting as a Court of Equity.

To the Honorable the Judges of said Court.

This the report of Sale made by Ferdinand D. Schaeffer. assignee of Irene L. Bennett Administratrix de bonis non cum testamento annexo of Benjamin W. Bennett. deceased Mortgagee, under and by virtue of the power contained in the Mortgage from Hemp b. Shipley and Helen J. Shipley his wife to the said Benjamin W. Bennett. the original of which is filed in the above entitled cause marked Exhibit B. as fully appears unto your Honorable Court.

First. That before proceeding to execute the powers in said Mortgage contained, he caused a Bond to be made & executed, in the penalty of four thousand dollars, conditioned to abide by and fulfill the Decree or Order which shall be made by said Court of Equity in relation to the sale of said Mortgaged premises & the proceeds thereof, which Bond was duly approved by the Clerk of this Court, and is filed in this Cause.

Second. That he advertised said Mortgaged property once a week for more than three successive weeks in the American Advance a newspaper published in Westminster Carroll County Maryland and for more than twenty days before the day of sale and by handbills extensively circulated in the vicinity of said premises one of which was posted upon the Court House door in Westminster Carroll County Maryland by which he gave notice of the time place manner and terms of sale which were as follows.

Cash. Or if desired by the purchaser. Credit will be given as follows. One third Cash on the day of Sale, or on the ratification thereof. one third in 6, and the other one third in 12 months from the day of sale, the deferred payments to be secured by the notes of the purchaser or purchasers with approved security, bearing interest from the day of sale. A cash deposit of $250 will be required upon the purchase on the day of sale.

That after the publication of said Notices, he did attend at the Court House door in Westminster aforesaid, on Monday the 7th day of February A.D. 1898, at the hour of 2 Oclock P.M. when and where said Mortgaged property was advertised to be sold, and then and there sold the Real Estate by said Mortgage conveyed at Public Sale. to the highest bidder for the penalty of

above described and one wood & land on the terms & usage as advertised, and
there and then sold the same to The Westminster Saving's Bank it being
there and then the highest bidder therefor, at and for the sum of Eighteen
hundred and twenty five dollars ($1825.00) And the said The Westminster
Saving's Bank, through its Treasurer has agreed to pay the whole of
said purchase money in Cash, upon the ratification of said sale by your
Honorable Court, All of which is respectfully submitted,

Charles J. Reifsnider
Charles J. Reifsnider Jr.
Solicitors for Assignee

Ferdinand D. Schaeffer
Assignee & Mortgagee,

State of Maryland Carroll County to wit

I hereby certify that on this 14th day of February in the year eighteen hundred and ninety eight, before me the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County aforesaid personally appeared Ferdinand D. Schaeffer, Assignee of Mortgage and made oath on the Holy Evangels of Almighty God, that the matters and things in the aforegoing report set forth to best and true as therein set forth, and that the sales therein reported is true and bona fide and was duly made, to the best of his knowledge and belief.

Sworn before,
Wm. H. Baer, J. P.

Order Nisi

Ferdinand D. Schaeffer.
Assignee &c.
vs
Henry C. Shipley and
Helen J. Shipley his wife
Mortgagors

In the Circuit Court for Carroll
County Sitting as a Court of Equity,
Ordered this 9th day of February,
A. D. 1898, that the sale of the Mortgaged
property, made and reported in the
above entitled cause, by Ferdinand D.
Schaeffer, assignee of the Mortgage from Henry C. Shipley and Helen J.
Shipley his wife to Benjamin N. Clement dated June 2nd A. D. 1892, and recorded
among the Real Estate Mortgage Records of Carroll County in Liber B. F. S. No. 78,
folio 33 &c, be finally ratified and confirmed unless cause to the contrary
be shown on or before the 15th day of March next. Provided a copy of this
Order be inserted in some newspaper published in Carroll County,
Maryland, once a week for three successive weeks previous to
the 7th day of March next. The report states the amount of sale
to be $1825.00

Geo. A. Billingslea, Clerk,

Printer's Receipt
Office of the American & Advocate.
Westminster Md, March 16th 1898,

This is to certify that the annexed Order Nisi on Sale has been
published in The American Advocate a newspaper printed and pub-
lished at Westminster Carroll County, Maryland, once a week in each
of three successive weeks previous to the 16th day of March 1898,

J. Shipley Publisher per John B. Matthews,

Order ratifying Sale &c,

Ordered this 17 day of March A.D. 1898, That the sale of the Mortgaged property mentioned and reported in this cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although notice appears to have been given as required by the preceding order, the case is hereby referred to the Auditor to state an account of the trust in accordance with the provisions of the Mortgage filed in this cause, and report the same to this Court for its further order in the premises,

Charles B. Roberts,

Auditor,

Ferdinand D. Schaeffer
Assignee &c,
vs
Hezekiah Shipley and
Helen J. Shipley his wife
Mortgagors

No 3611 Equity,

In the Circuit Court for
Harford County, In Equity,

To the Honorable the Judges of the
Circuit Court for Harford County, sitting as a Court
of Equity,

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court passed in this Cause, he examined the papers filed in the cause, and therefrom stated the certain account mentioned, He first made the Statement of the "Mortgage and Judgment Claims" which is herewith filed, He then charged the Assignee &c with all the purchase money in his hands, and thereon allowed him his commissions and expenses and all costs incident to the account, He then distributed to the said assignee the sum of $1352.22 being the amount paid himself in pursuance of the Decree of this Court for the debt and interest which appears by Claim No 1 in "Statement of Mortgage and Judgment Claims" herewith filed, The balance of the purchase money then left in his hands $46.00 he distributed to The Westminster Savings Institution, (a body Corporate of the State of Maryland) in part payment of its Judgment claim of $314.44 debt interest and costs which appears by Claim No 2, in "Statement of Mortgage and Judgment Claims" herewith filed, which balance on the date of this account (April 1st 1898) fails to pay said Judgment claim to the extent of two hundred and sixty seven 33/100 dollars, All of which is respectfully submitted,

1898 April 1st

Jno. J. Ratigan Auditor.

The Mortgaged Real Estate of Hezekiah Shipley & wife
In Account with Ferdinand D. Schaeffer assignee &c,

Debtor,

1898 February 7th By Sale of the Mortgaged Real Estate
then Made by the Assignee &c, to The Westminster
Savings Bank, as appears by this report filed in this
Cause to February 9th 1898, Amounting to the sum of $1625.00

Creditor,

To the Assignee &c, for his Commissions,	$ 80	88
To the Assignee &c, Amount paid E. L. Lipsard for printing sundry Order Nisi on this Account, per Voucher No 5 filed,	14.	50
To the Assignee &c, Amount paid W. J. Wilson for Auctioneering Sale per Voucher No 2 filed,	5.	00
To the Assignee &c, Amount paid for J. Brandenburg Collector for 1896 & 1897, per Vouchers No 3 & 4 filed,	29.	70
To the Assignee &c, Amount paid for Advertising per Voucher No 5 filed		30
To the Assignee &c, Amount paid Rodgers & Redmiles Solicitors for professional services rendered per Voucher No 6 filed,	67.	50
To Jas. H. Billingslea Clerk,	18.	80
To Joseph D. Roberts Register of Wills		50
To Jno. J. Bowington Auditor Making Statement of Mortgage and Judgment claims Stating Accounts &c, Amounts & Expenses &c	9.	00
	$ 226.	18
To the Assignee &c, the Amount paid Amount being in Judgment in favor of said Mortgage Claim debt & interest for which a Judgment Claim No 1 Statement of Mortgage and Judgment claims were duly filed in this Office.		
To The Westminster Savings Institution a body Corporate of the State of Maryland the balance of Purchase Money Debt in the Judgment of $ 1660 in favor of Said Judgment Claim of $ 314.44 debt interest and Costs, which appears by Claim No 2 in the Statement of Mortgage and Judgment Claims filed with a balance on the date of this Account (1st June 1898) Due & Owing said Judgment Claim of the Debt of $ 267.84 the Sum of.	46.	60
	$ 1625.	00

Amount of Sale.

Order Nisi.

Ferdinand D. Schaeffer
Assignee &c
vs
Henry B. Shipley and
Helen J. Shipley his wife
Mortgagors

No 3611 Equity.

In the Circuit Court for Carroll County.

Ordered this 1st day of April A.D. 1898, That the Report and the Accounts reported in this Cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 18th day of April next: Provided a Copy of this Order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the last mentioned day in some newspaper published in Carroll County.

Jas. H. Billingslea. Clerk,

True Copy Certificate.

Office of American Sentinel,
Westminster Md. April 25th 1898.

This is to certify that the annexed Order nisi on Audit has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of 3 successive weeks previous to the 18th day of April 1898.

E. J. Clifford. Publisher.
per John H. Mellor.

Order ratifying Audit.

Ordered this 25 day of April A. D. 1898, that the foregoing account of the Auditor be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although notice appears to have been given as required by the preceding order. The Assignee is directed to pay over and distribute the funds accordingly.

Charles B. Roberts,

Recorded Vol 9 Fol

per Jas. H. Billingslea. Clerk.

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland on the first Monday of March (it being the 7th day of the said Month) in the year one thousand eight hundred and ninety eight.

Were Present,

The Hon. Charles B. Roberts. Chief Judge

Ephraim Keener Esq. Sheriff.

Jas. H. Billingslea. Clerk.

Among other were the following proceedings Viz:

Be it remembered that before Viz: On the 15 day of December A.D. 1897. Charles T. Reifsnider Jr. Assignee by his Attorneys Messrs Reifsnider & Reifsnider. Comes here into Court. sitting as a Court of Equity. Files his Order to Docket a Case which appears in form words as follows Viz:

State of Maryland, Carroll County Viz:

In the Circuit Court for Carroll County sitting as a Court of Equity.

Dr. J. H. Billingslea Clerk of said Court.

Please docket and file Bond & Schedules Reifsnider Jr. and Charles T. Reifsnider Jr. to the State of Maryland in the penalty of three hundred dollars, promissory note dated May 9th 1897. drawn by George W. Brooks and Bertie Brooks his wife to William H. Starr for the sum of One hundred and forty five dollars. & with interest from date, interest payable semi-annually, and subsequently transferred to Charles T. Reifsnider Jr. Marked Exhibit A, Original Mortgage from George W. Brooks and Bertie M. Brooks his wife to William H. Starr dated May 9th 1897. and recorded among the Real Estate Mortgage Records of Carroll County in Liber D.C.C. No 70 folio 166 &c, assigned to the said Charles T. Reifsnider Jr. Marked Exhibit B. and Docket case under the provisions of the Code of Public General Laws of the State of Maryland, relating to Mortgages as follows:

Charles T. Reifsnider Jr. Assignee &c vs George W. Brooks and Bertie Brooks his wife Mortgagors

No 3605 Equity

Charles T. Reifsnider Jr.
Charles T. Reifsnider
Solicitor for Assignee.

December 15th 1897.

Assignee's Bond.

Know all men by these presents, that we Charles T. Reifsnider Jr. assignee and Charles T. Reifsnider of Carroll County and State of Maryland, are held and firmly bound unto the State of Maryland, in the

Seal and pay unto the said State or its certain Attorney, Executors or Administrators, Three hundred dollars, to be paid to the said State or its certain Attorney; to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this fifteenth day of December in the year of our Lord one thousand eight hundred and ninety seven.

Whereas by a deed of Mortgage dated the 19 day of May 1897 and duly recorded in Liber B.D.B. No 110 Folio 166 &c. one of the Rebt Mortgage Records of Carroll County reference to real estate and property situate in said Carroll County and State of Maryland, and herein described were conveyed by George W. Brooks and Sertie Brooks his wife to William H. Starr to secure the payment of certain Money and Interest as set forth in said Mortgage And in said Mortgage is contained a clause authorizing a sale of the Mortgaged premises by the Mortgagee his executors Administrators or assigns in case of default having been made in payment of the Mortgage debt or the interest thereon or in any covenant condition or agreement therein, and whereas said Mortgage has since been duly assigned to the said Charles T. Reifsnider Jr. And whereas default has been made in the payment of the interest on said Mortgage debt and in other conditions of said Mortgage and by virtue of the authority given in said Mortgage the above bounden Charles T. Reifsnider Jr. assignee of Mortgagee as aforesaid is about to sell the Mortgaged property, Now the condition of the above obligation is such that if the above bounden Charles T. Reifsnider Jr. assignee as aforesaid, do and shall abide by and perform any Order or Decree which shall be made by any Court of Equity in relation to the premises said Mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed Sealed and Delivered in the presence of Edwin H. Manning

Bond approved Dec. 15th 1897.

Charles T. Reifsnider Jr. (SEAL)

Charles T. Reifsnider (SEAL)

Jas. H. Billingslea, Clerk,

Exhibit A.

$145.00 Carroll County Maryland, May 19th 1897.

One year after date, we jointly and severally promise to pay William H. Starr or order the sum of One hundred and forty five dollars current money, for value received, with interest from date, interest payable semi annually.

Test:

Wm. J. Loats.

George W. Brooks

Sertie (mark) Brooks

This Note is secured by a Mortgage of even date herewith.

Endorsed as follows

Pay to the order of Charles T. Reifsnider Jr. For Collection,

William H. Starr

Exhibit B. Is the Original of a Mortgage from George W. Brooks and wife to William H. Starr dated May 19th 1897 for the sum of $145.00

and recorded among the Real Estate Mortgage Records of Carroll County in Liber B.P.C. No 40 folio 166 &c, which was duly assigned to Chas. T. Reifsnider Jr. for foreclosure which assignment is recorded at the foot of said Mortgage.

Assignee's Report of Sale

Charles T. Reifsnider Jr. Assignee &c
vs
George W. Brooks and Sadie Brooks his wife Mortgagors

No 3605 Equity.

In the Circuit Court for Carroll County, Sitting as a Court of Equity.

To the Honorable the Judges of said Court.

This the report of Sale made by Charles T. Reifsnider Jr. Assignee of Mortgagee, respectfully shows unto your Honorable Court:

First, That after having complied with the provisions of the law in such case provided by filing a Bond in this Cause, which was duly approved by the Clerk of your Honorable Court, he advertised the Mortgaged property described in the Mortgage filed in this Cause, once a week for more than twenty days previous to the day of Sale, in the American & Sentinel a newspaper published in Carroll County, Maryland by which he gave notice of the time, place, manner and terms of Sale, and in pursuance of said notices he attended at the Court House door in Westminster, Carroll County, Maryland where said property was advertised to be sold at the hour of 2 O'clock P.M. on Monday the 10th day of January A.D. 1898, and then and there offered said Mortgaged property at Public Sale to the highest bidder for the quantity of four Acres two Roods and three square perches of land more or less, upon the terms of sale as advertised to wit: Cash, or if desired reasonable Credit terms would be given the purchaser or purchasers, and sold the same to William H. Starr at and for the sum of two hundred and twenty five dollars, ($225.00) he being then and there the highest bidder therefor, And the said purchaser elects to pay the whole of said purchase money in cash on the ratification of said Sale by your Honorable Court.

Charles T. Reifsnider
Charles T. Reifsnider Jr.
Solicitors for Assignee of Mortgagee.

Charles T. Reifsnider Jr.
Assignee of Mortgagee.

State of Maryland Carroll County to wit:

I hereby certify that on this twelfth day of January in the year eighteen hundred and ninety eight, before the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County aforesaid, personally appeared Charles T. Reifsnider Jr. Assignee of Mortgagee, and made oath on the Holy Evangels of Almighty God, that the matters and things set forth in the aforegoing report are correct and true as therein set forth, and that the sale therein reported is fair and bona fide, and was duly made to the best of his knowledge and belief.

Sworn Before. William H. Baer. J.C.

Order nisi or Sale,

Charles T. Reifsnider Jr. Assignee of Mortgage vs George W. Brooks and Lettie Brooks his wife Mortgagors } No 3605 Equity. In the Circuit Court for Carroll County Sitting as a Court of Equity.

Ordered this 12 day of January A.D. 1898, That the sale of the Mortgage Property made and reported in this Cause by Charles T. Reifsnider Jr. Assignee of Mortgagee in a Mortgage filed in this Cause from George W. Brooks and Lettie Brooks his wife to William H. Baer bearing date May 19 A.D. 1897. and recorded among the Real Estate Mortgage Records of Carroll County in Liber B. No. 77 Folio 166 &c, and subsequently assigned to Charles T. Reifsnider Jr. be finally ratified and confirmed, unless cause to the contrary be shewn on or before the 15 day of February next. Provided a copy of this Order be inserted in some newspaper published in Carroll County, Maryland, once a week for three successive weeks previous to the 7 day of February next.

The report states the amount of Sale to be $325.00

Jas. H. Billingslea. Clerk.

Printed Certificate,

Office of American Sentinel,

Westminster Md. Feb 21 1898

This is to certify that the annexed Order No 3605, has been published in the American Sentinel, a newspaper printed and published at Westminster Carroll County Md. once a week in each of 3 successive weeks previous to the 7 day of February, 1898. E. Shipley Publisher per John H. Mitten,

Order ratifying Sale

Ordered this 21st day of February A.D. 1898, that the sale of the Mortgage Property, made and reported in the above entitled cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice of same to have been given as required by the preceding Order. The case is hereby returned to the Auditor to state an account of the proceeds, in accordance with the provisions of the Mortgage filed in this Cause, and report the same to this Court for its further order in the premises.

James R. Roberts,

Audit.

Charles T. Reifsnider Jr. Assignee of Mortgagee vs George W. Brooks and Lettie Brooks his wife Mortgagors } No 3605 Equity. In the Circuit Court for Carroll County in Equity. To the Honorable the Judges of the Circuit Court for Carroll County sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court, passed in this Cause, he appointed the Sheriff of said County Auditor in this Cause, and thereupon stated the within Account as follows,

He first made the "Statement of Mortgage Claim" which is hereunto filed, he then charged the Assignee, with all the purchase money in his hands, and thereon allowed him his Commissions and expenses and allowed him the whole balance of purchase money then left in his hands, viz: $140.38 he distributed to Charles T. Reifsnider Jr. assignee of William H. Stein, Mortgagee in part payment of his Mortgage Claim of $150.85 debt and interest, which appears by the Statement of Mortgage Claim, hereunto filed, which balance of the date of the notification of sale, (February 21 1898) failed to pay said Mortgage Claim in the sum of Two hundred & Twenty five dollars, All of which is respectfully submitted

Jno. J. Baumgardner
Auditor

1898 March 9th

The Mortgaged Real Estate of George W. Brooks and wife

In Account with Charles T. Reifsnider Jr. Assignee

Debtor.		
1898 January 11th By Sale of the Mortgaged Real Estate thereof made by the Assignee, to William H. Stein as appears by his Report filed in this cause January 12th 1898 amounting to the sum of		$ 225. 00
Credit.		
To the Assignee &c, for his Commissions	$ 15. 75	
To the Assignee &c, Amount paid E. J. Shipperd for printing including Order nisi as on this Account. per Voucher No 1 filed.	9. 50	
To the Assignee &c, Amount paid H. T. Wilson for Auctioneering Sale per Voucher No 2 filed,	5. 00	
To the Assignee &c, Amount paid George P. Buckey Collector Taxes for 1893. 1894. 1895 & 1896 per Voucher No 3 filed.	11. 26	
To the Assignee &c Amount paid A. Manning Fire Insurance per Voucher No 4 filed,	. 96	
To the Assignee &c, Amount paid Reifsnider & Reifsnider Solrs for Professional Services rendered per Voucher No 5 filed,	15. 00	
To Jos. L. Billingslea Clerk,	18. 15	
To Jno. J. Baumgardner Auditor for making Statement of Mortgage Claim. Stating this Account &c,	9. 00	
Amount of Expenses,	$ 84. 62	
To Charles T. Reifsnider Jr. Assignee of William H. Stein Mortgagee the whole balance of Purchase Money Viz: $140.38 in part payment of his Mortgage Claim of $150.85 debt and interest which appears by the Statement of Mortgage Claim hereunto filed. which balance on the date of the notification of sale, (February 21 1898) failed to pay said Mortgage Claim to the extent of $10.47 Amount of sale,	140. 38	
	$ 225. 00	

Order nisi ei on Audit.

Charles T. Redsecker
assignee of Mortgagee
vs
George W. Brooks and
Gertie Brooks his wife
Mortgagors

No 3605 Equity.

In the Circuit Court for Carroll County.

Ordered this 10 day of March A.D. 1898. That the account of the Auditor filed in this cause, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 28 day of March next provided a copy of this order, be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.

Jas. H. Billingslea. Clerk,

Printer's Certificate

Office of American Sentinel.

Westminster Md. April 23rd 1898.

This is to certify that the annexed Order nisi ei on Audit has been published in The American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of two successive weeks previous to the 28 day of March 1898.

E. J. Orphanal. Publisher
per John H. Potter,

Order ratifying Audit.

Ordered this 28 day of April A.D. 1898. That the aforegoing account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice of same has been given as required by the preceding Order, The assignee is directed to pay over and apply the fund accordingly.

Charles B. Roberts,

Recorded
By Jas H. Billingslea Clerk,

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the City of Westminster, in Carroll County in the State of Maryland on the 1st Monday of March, (it being the 5th day of the same Month,) in the year of our Lord One thousand eight hundred and ninety eight.

Were Present,

The Hon. Charles B. Roberts. Chief Judge.

Ephraim Hanies Esq. Sheriff.

Jas. H. Billingslea, Clerk.

Among other Were the following proceedings Viz:

Be it remembered that heretofore to wit: On the 21st day of January A.D. 1898. George E. Hughes & Odie S. Hughes his wife by E. M. Recknider Esq. their Solicitor came here into Court. sitting as a Court of Equity, and by their Bill of Complaint exhibited in a plea & words as follows Viz:

George Shelton administrator pendente lite of Joseph Arnold deceased Mortgagee

vs

George E. Hughes and Odie S. Hughes his wife Mortgagors

In the Circuit Court for Carroll County in Equity,

No 3613.

Proceedings to foreclose Mortgage,

Dr James H. Billingslea, Clerk

Please file Original Mortgage, Single Bill & file exhibited Bond herewith & issue copy letters of administration.

Jany 21st 1898. Jno. Milton Recknider Solicitor for administrator pendente lite

The Original Mortgage referred to is one from George E. Hughes & wife to Joseph Arnold, dated July 31st 1888, for $700.00 which is recorded among the Real Estate Mortgage Records of Carroll County in Liber W.O.H. No 27 folio 135 &c

Single Bill.

$700. Five years after date we jointly and severally promise to pay Joseph Arnold or order, Seven Hundred dollars, for value received, with five per cent interest, interest payable annually, Witness our hands and seals this 31st day of July, 1888.

Test:

Gustavus H. Shaffer.

George E. Hughes

Odie S. Hughes.

Endorsed as follows July 31st 1889. One years interest paid on the within $35.00 July 31st 1890 One years interest paid on the within note $35.00 July 31st 1891. One years interest paid on the within note $35.00 July 31st 1892. One years interest paid on the within note, $35.00 July 31st 1893 One years interest paid on the within note $35.00 July 31st 1894, One years interest paid on within note $35.00 July 31st 1895. One years interest paid on the within note $35.00

Copy of Letters Admx &c,
Letters Administration pendente lite.
Maryland Ser.

The State of Maryland. To all persons To whom these presents shall come. Greeting:

Know ye that whereas Joseph Arnold late of Cecil County Maryland deceased, did by a certain instrument of writing purporting to be his last Will and Testament and Codicil thereto, appoint George Balson, Executor thereof, And whereas also Anthony Arnold has filed his Petition and Caveat against the probate of the Testamentary writing purporting to be the last Will and Testament and Codicil thereto of the said Joseph Arnold deceased And whereas the said Joseph Arnold deceased, had at his decease personal property within the State, to the end therefore, that the personal estate of the said Joseph Arnold deceased may be collected, preserved and disposed of according to law. Administration pendente lite, of all the goods Chattels, Credits and personal estate of the deceased, is hereby granted and committed unto the said George Balson who is by these presents appointed Administrator pendente lite of the said Joseph Arnold deceased.

Seal
Cecil

Witness Jacob Reichart Esquire Chief Judge of the Orphans Court of Cecil County, this 28 day of January A.D. 1897.

Leo H. O'Byrne Register
of Wills for Cecil County.

Administrators Bond.

Know all men by these presents That we George Balson, administrator pendente lite of Joseph Arnold deceased George Balson and John Shilton of Principio Furnace in Cecil County and State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of fifteen hundred dollars, to be paid to the said State, or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 28th day of January in the year of our Lord One thousand eight hundred and ninety eight

Whereas by a deed of Mortgage dated the 30th day of July 1888, and duly recorded in Liber W. N. No. 15 27 folio 185 &c, one of the Real Estate Mortgage Records of Cecil County, certain Real Estate and property situate in said County and State and therein described was conveyed by George E. Hughes and Adie L. Hughes his wife to Joseph Arnold in his lifetime, to secure the payment of certain Money and the interest as set forth in said Mortgage, and in said Mortgage is contained a Power authorizing a sale of the Mortgaged premises by the Mortgagee his Executors Administrators or Assigns in case of default being made in payment of the Mortgage debt or the interest

thereon or in any covenant condition or agreement therein and whereas default has been made in the payment of the Mortgage debt and interest and in other conditions of said Mortgage and by virtue of the authority given in said Mortgage the above bounden George Balson, administrator pendente lite of the said Joseph Arnold now deceased is about to sell the Mortgaged property.

Now the condition of the above obligation is such that if the above bounden George Balson administrator pendente lite of Joseph Arnold deceased do and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged property and pay the proceeds thereof, then the above obligation to be void. Otherwise to remain in full force and virtue in law.

Signed sealed and delivered in the presence of Witness as to George Balson Administrator pendente lite of Joseph Arnold deceased
Chas. H. Baughman.
Witness as to Jno. Milton Reifsnider
William Whorrow

George Balson administrator pendente lite of Joseph Arnold deceased
Jno Milton Reifsnider
Bond approved
Jas. H. Billingslea, Clerk.

Report of Sale.

George Balson administrator pendente lite of Joseph Arnold deceased
Mortgagee
vs
George E. Hughes and Adie L. Hughes his wife Mortgagors

No. 3613 Equity.
In the Circuit Court for Harford County. In Equity.
To the Honorable the Judges of said Court.

The Report of the Sale of the Real Estate made in the above entitled cause by George Balson, administrator pendente lite of Joseph Arnold deceased Mortgagee, duly appointed as such administrator by an Order of the Orphans Court of Harford County, passed on the 18 day of January A.D. 1897, a certified copy thereof being filed in this cause, and by virtue of the power and authority contained in a Mortgage from George E. Hughes and Adie L. Hughes his wife to the said Joseph Arnold in his lifetime dated on the 30 day of July A.D. 1888, and recorded among the Real Estate Mortgage Records of Harford County in Liber J. W. W. No. 27 folio 135 &c, which said Original Mortgage is filed in this cause respectfully shows unto your Honorable Court,

1st That before proceeding to discharge the trust reposed in him by said Mortgage, as the Administrator pendente lite as aforesaid, he first executed a Bond to the State of Maryland in the penalty of fifteen hundred dollars, with the usual conditions, which said Bond was duly approved by the Clerk of your Honorable Court, and is also filed in this cause.

2nd That he first advertised the Real Estate in said Mortgage described and mentioned for sale, at public sale to the highest bidder, in the Democratic Advocate, a newspaper published in Harford County Maryland once a week for three successive weeks, having four publications and for

more than twenty one days before the day of sale, as required by said Mortgage and also by printed handbills extensively circulated in the vicinity of the place of sale, and elsewhere in Anne Arundel County, one of which was put up at the Court House door in West-minster, in the County aforesaid, by which said Advertisements he gave notice of the time, place manner and terms of said said sale which terms where as follows: One third cash on the day of sale, or on the ratification thereof by the Court. One third in six and the other one third in twelve months from the day of sale, the credit payments to be secured by the notes of the purchaser or purchasers with interest from the day of sale, the purchaser to pay all cash, at the option of the purchaser. 3rd That in pursuance of said Notice he attended at the premises situated in the Village of Patapsco in said County on Wednesday the 16th day of February A.D. 1898, at the hour of 2 o'clock P.M. and then and there offered the parcel of land mentioned and described in said Mortgage for sale at public sale, to the highest bidder upon the terms of sale aforesaid and all the quantity of seven acres of land more or less; and sold the same to your said Administrator pendente lite of Joseph Cowen deceased George Batson becoming the purchaser thereof at and for the sum of Six hundred dollars, he being then and there the highest bidder therefor. 4. That the said purchaser elects to take said property on a cash sale, as the mortgage debt aforesaid is payable to him, and the vendor and purchaser being one and the same person, it is prayed that in the order ratifying said sale, some suitable person be appointed Trustee to convey said property to the purchaser.

All of which is respectfully submitted,

Jno Ritchie Reifsnider
Solicitor for
Administrator pendente lite

George Batson,
Administrator pendente lite of Joseph Cowen deceased Mortgagee.

State of Maryland, Anne Arundel County to wit

I hereby certify that on this 28 day of February A.D. 1898, before me the subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared the above named George Batson Administrator pendente lite of Joseph Cowen deceased Mortgagee, and made oath in due form of law, that the facts and matters set forth in the foregoing Report of Sale, are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

John M. Longsdorf, J.C.

Order of Ratification of Sale

No 3613 Equity.

In the Circuit Court for Anne Arundel County in Equity.

Ordered this 31st day of March A.D. 1898 that the sale

George Batson Administrator pendente lite of Joseph Cowen deceased Mortgagee

vs

George E. Hughes and Adie S. Hughes his wife Mortgagors

of the Mortgaged Real Estate made and exhibited in the above entitled Cause by George Batson, administrator pendente lite of Joseph Arnold deceased Mortgagee heretofore sold, and confirmed unless cause to the contrary be shown on or before the fourth day of April next; provided a copy of this Order be inserted in some newspaper published in Carroll County Maryland, once a week for three successive weeks before the 28th day of March inst. The report states the aggregate of sale to be $600.00

Jas. H. Billingslea Clerk,

Petition of George Batson Adm.

No 3613 Equity,

George Batson administrator pendente lite of Joseph Arnold late of Carroll County deceased Mortgagee

vs

George E. Douglas and Alice S. Douglas his wife, Mortgagors

In the Circuit Court for Carroll County in Equity,

To the Honorable the Judges of said Court.

The Petition of George Batson Executor of the Last Will and Testament and Codicil of Joseph Arnold late of Carroll County deceased.

respectfully shows unto your Honorable Court,

1st That on the 16th day of February, 1878, in the capacity of administrator pendente lite of said Joseph Arnold deceased by virtue of the power and authority contained in the Mortgage filed in the above entitled cause he sold the Real Estate in said Mortgage named and he became the purchaser thereof as such administrator and duly filed his report of said sale to your Honorable Court in this cause, which report is more fully shown by said report now filed in this cause, and prays may be taken and considered as a part of this petition.

2nd That since that time On the 28th day of February 1878, the Last Will and Testament and Codicil thereto of the said Joseph Arnold deceased, has been duly admitted to probate by the Orphans Court of Carroll County and Letters Testamentary thereon have been duly granted to your Petitioner as the Executor therein named, as appears by exemplification of said Letters Testamentary herewith filed as a part hereof and marked Exhibit No 1.

3rd That said sale by him as the capacity of administrator pendente lite, as aforesaid has not yet been ratified by your Honorable Court.

4th That your Petitioner desires to be substituted as the purchaser of said Mortgaged Real Estate in his capacity as Executor as aforesaid in the place and stead of Administrator pendente lite as aforesaid.

He therefore prays your Honorable Court, that in your Order you ratify and confirm said sale he be substituted as the purchaser of said Mortgaged Real Estate in his said capacity as Executor instead of Administrator pendente lite, as aforesaid, and that some suitable person be appointed therein, Trustee, to convey said real estate to him as Executor as aforesaid (1)

Jno. Upton Reifsnider
Solicitor for
Petitioner.

George Batson Executor of the last Will and
Testament and Codicil of Joseph Arnold late of
Carroll County deceased.

Exhibit No.

Exemplification of Letters Testamentary,

State of Maryland Carroll County Sct:

The undersigned Register of Wills for Carroll County aforesaid, hereby certifies that it appears of record in his said Office, that the last Will and Testament of Joseph Arnold late of the County and State aforesaid deceased, with the exception of such bequests and devises as by the Laws thereof are prohibited from being recorded in his said Office, and the administration of all and singular the goods chattels and credits of the said deceased was granted and committed by the Orphans Court of Carroll County aforesaid on the 28 day of February in the year eighteen hundred and ninety eight unto George Batson, the Executor in the said Will named. In testimony whereof I have hereunto subscribed my name and affixed the Seal of my said Office this 31st day of March A.D. 1898.

Seal
Seal

Joseph D. Brooks, Register
Wills for Carroll County Maryland.

Printer's Certificate.

Westminster Md. March 29 - 1898.

We hereby certify that the annexed Order nisi in the case hereinafter mentioned was inserted in three successive weeks previous to the thirty eighth day of March, 1898, in "The Democratic Advocate" a newspaper published in Carroll County, Md. Printed for the Editors and Publishers,

Order ratifying Sale &c &c,

George Batson Administrator
pendente lite of Joseph Arnold
deceased Mortgagee

vs.

George E. Hughes and Adie
S. Hughes his wife Mortgagors

No 3613 Equity.

In the Circuit Court
for Carroll County in Equity

Ordered this 25th day of April 1898,
upon the Petition of George Batson,
Executor of the last Will and Testament
and Codicil annexed of Joseph Arnold,
late of Carroll County deceased filed in the above entitled cause, by the
Circuit Court for Carroll County in Equity, that the said George Batson
Executor as aforesaid be and he is hereby authorized as the Surveyor of the
Mortgaged Real Estate, sold and reported in this cause, in the proceedings and
of the said George Batson Administrator pendente lite of said Joseph
Arnold deceased. the purchaser named in the Report of Sale filed in
this cause, And it is further ordered that the Sale of the Mortgaged Real
Estate, made and reported herein, be and the same is hereby finally ratified
and confirmed if said substituted purchaser, no cause to the
contrary hereof being shown although notice of these proceedings be given
as required by the preceding Order or as required thereon, And it is

further Ordered, the Executor and Purchaser being one and the same person. That
John Milton Bridgewater of Howard County aforesaid, be and he is hereby appointed
Trustee to convey said property to the said purchaser. And the
case is hereby referred to the Auditor of this Court with instructions to state an account
of the Mortgage claim herein reported, allowing to the Administrator pendente lite
of said deceased Mortgagee the usual Commissions as provided by the Mort-
gage herein set forth, and such proper costs and expenses as he shall
produce vouchers for to the Auditor, and report the same to this Court for
its further action in the premises

Charles B. Roberts,

Judge.

George Batson administrator
Pendente Lite of Joseph Arnold
deceased Mortgagee.
vs
George E. Hughes and Ada S.
Hughes his wife Mortgagors

No 3613 Equity.

In the Circuit Court
for Baltimore County in Equity.

To the Honorable the Judges of the
Circuit Court for Baltimore County in Equity.

The Auditor respectfully reports that in pursu-
ance of the order of your Honorable Court, passed
in this Cause, he examined the papers filed in the Cause, and thereupon
stated the within account as follows, He first made the Statement of Mortgage
Claim, which is herewith filed. He then charged the administrator &c
with all the purchase money in his hands, and thereon allowed him
his Commissions and expenses, and all costs (proper to be allowed,
The whole balance of purchase money then left in his, $490.22 he distributed
to George Batson administrator pendente lite, (now Executor of the
last Will and Testament) of Joseph Arnold deceased Mortgagee
in part payment of his Mortgage claim of $793.82 debt and interest
which appears by the "Statement of Mortgage Claim" herewith filed,
which balance on the date of the Ratification of Sale (April 5th 1898) applied to said
said Mortgage claim is the sum of three hundred and two 90/100 dollars.

All of which is respectfully submitted.

1898. April 7th

Wm. J. Baumgartner Auditor.

The Mortgaged Real Estate of George E. Hughes and Wife
in accordance with George Batson Administrator &c.

Debtor.

1898. February 16th	By Sale of the Mortgaged Real Estate then made by the Administrator pendente lite of George Batson administrator pendente lite Ratified and confirmed by the Court to George Batson Executor of the last Will and Testament of Joseph Arnold deceased Mortgagee as appears by said Administrators &c Report and order of said ratification filed in this Cause March 6th 1898 and April 5th 1898. respectively, amounting to the sum of	$ 600. 00

Creditor.

To the Administrator &c for his Commissions	39.	00
To the Administrator &c. D[epu]ty Vaudeford Bros. for printing Sheriff Voucher No 1 Seed.	13.	00
To the Administrator &c. D[epu]ty Clerk C. C. Chas. for Certificate in Sale Dep[ut]y Voucher No 2 Seed	3.	00
To the Administrator &c. D[epu]ty John H. Hoffman Clerk. Fees for 1896 & 1897. per Voucher No 3 Seed.	13.	93
Costs as Taxed by the Clerk.		
To J. Milton Pentz Solicitor. Attendance &c.	10.	00
To Jas. H. Billingslea. Clerk.	19.	65
To Publication Order nisi on this account.	1.	50
To Jno. J. Baumgartner Auditor Making Statement of Mortgage Claim. Stating this Account &c.	9.	00
Amount of Expenses.	109.	08
To George Baton administrator Pendente Lite (now Executor) the last will and testament of Joseph Arnold deceased Mortgagee the whole balance of purchase money, Due on $490.92 it part payment of his Mortgage claim of $793.92 debt and interest which appears by the Statement of Mortgage claim herewith filed which balance on the date of the notification of sale (June 5th 1898) failed to pay said Mortgage claim to the extent of $302.92 the sum of.	490.	92
Amount of Sale.	600.	00

Order nisi

George Baton administrator Pendente Lite of Joseph Arnold deceased Mortgagee

vs

George E. Hughes and Ada S. Hughes his wife Mortgagors.

No 3643 Equity.

In the Circuit Court for Carroll County. Ordered this 7 day of June A.D. 1898. that the account of the Auditor filed in this cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 25 day of June next; provided a copy of this order be inserted for two successive weeks before the last named day, in some newspaper published in Carroll County.

Jas. H. Billingslea. Clerk.

Order ratifying Auditor

Ordered this 26 day of June 1898, that the foregoing account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice of the same have been given as required by the preceding Order nisi. And the Administrator pendente lite, of the deceased Mortgagee is hereby authorized and directed to pay out the funds in accordance with this Account.

Charles B. Roberts.

Recorded

Per

Jas. H. Billingslea. Clerk.

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County, in the State of Maryland, on the first Monday of March (it being the 7th day of the same Month) in the year of Our Lord One thousand eight hundred and ninety six.

Were Present.

The Hon. Charles B. Roberts. Chief Judge.

Ephraim Hains Esq. Sheriff.

Jos. H. Billingslea Clerk.

Among other Cases the following proceedings Do viz.

Be it remembered That heretofore Do viz. On the 29th day of January A.D. 1896. George W. Albaugh Assignee by Guy W. Steele Esq. his Attorney, comes here into Court sitting as a Court of Equity, and files his Bill of Complaint, which complains in Form and words as follows Do viz.

George W. Albaugh Assignee Plaintiff vs Benjamin B. Elliot Hedgepeth and Sarah E. Elliot his wife

No 3619 Equity.

In the Circuit Court for Carroll County.

To the Honorable the Judges of said Court.

The Bill of Complaint of George W. Albaugh assignee as hereinafter set forth, by Guy W. Steele his Attorney, respectfully sheweth.

1st That heretofore Do viz. On the 1st day of August 1887, a certain Benjamin B. Elliot did execute and deliver to James R. Hook, his promissory note for the sum of $1000.00 payable five years after date, with interest the interest being payable semi-annually in advance,

2nd That being desirous of securing the payment of said promissory note, the said Benj. B. Elliot did by his deed of the same date, convey by way of Mortgage to the said James R. Hook, certain Real Estate, situated in Carroll County, in this State of Maryland, which is particularly described in said deed of Mortgage, to which there is a condition annexed, that it should be void on the payment by the Mortgagor his heirs or assigns said sum of $1000.00 and the interest thereon according to the tenor of said promissory note, all of which will more fully appear by reference to said deed or Mortgage which is herewith filed as part hereof marked Exhibit A,

3rd That said deed or Mortgage, and said Mortgage or promissory note have been successively assigned by said James R. Hook to Isaac E. Pearson, by said Isaac E. Pearson to James R. Hook by said James R. Hook to Julia A. Hook, and by said Julia A. Hook and Frederick R. Hook her husband assigned to George W. Albaugh, your Orator, all of which will more fully appear by reference to Exhibit A, and the said promissory note herewith filed as part hereof marked Exhibit B,

4th That there is now due and owing on said sum of $1000.00 the sum of $45.00 and interest thereon from January 21st 1894, and that payment of the same

has been demanded of the said Benj. D. Elliot, who alleges that he is unable to pay the same although the time for its payment has long since passed.

5. That said deed or Mortgage contains a clause authorizing the Mortgagor or his assigns, in case of default being made in the payment of said sum of $1000.00 & the Mortgaged premises but fails to prescribe the terms manner and condition of said sale.

6. That since the execution of said Mortgage or deed, the said Benj. D. Elliot has married, and his wife Adah E. Elliot, is made a party defendant to this cause, that no question of her dower right can hereafter be raised.

To the end therefore,

a) That said Mortgaged real estate may be decreed to be sold, free and clear of all parties claiming under said Benj. D. Elliot subsequent to the execution and recording of said Mortgage for the payment of said sum of $1000.00 and the interest thereon and the costs of this suit.

b) That your Orator may have such other and further relief as his case may require.

May it please your Hon. to grant unto your Orator the Writ of Subpoena directed to said Benj. D. Elliot, Adah E. Elliot, commanding them to be and appear in this Court on a certain day to be named therein to show cause if any they have, why the relief should not be granted unto your Orator as prayed. And as in duty bound &c.

Guy. H. Steele Sol. for Plaintiff

Exhibit A. Is the Original of a Mortgage from Benj. D. Elliot to Jno. W. Hook, dated August 1st 1881. for $1000.00 recorded among the Land Estate Mortgage Records of Carroll County in Liber N.S.S. No 16 Folio 372 &c. and the several assignments thereof recorded at the foot of said Mortgage in the aforesaid Record.

Exhibit B.

$1000.00 Westminster Md. August 1st 1881.

Five years after date, I promise to pay to John W. Hook or order One thousand Dollars, for value received, with interest from date. Interest to be paid semi annually in advance.

Benjamin D. Elliot.

Endorsed

Aug 1st 1881 Received thirty dollars, interest on written note to February 1st 1882.
February 27th 1883. Interest paid on the written note up to this date. May 1st 1883. Interest paid up to this date October 1st 1883. Interest paid up to this date February 1st 1884. Interest paid up to this date August 1st 1884.

Westminster Md. March 15 1888.

For value received I hereby assign the within note and interest due thereon to Isaac E. Pearson

Witness Gustavus W. Englar

John W. Hook

Witness the hand of said Isaac E. Pearson on Five hundred dollars of above note from March 19. 1888.

Isaac E. Pearson.

For value received I hereby assign the within note to James W. Hook. without recourse.
January 18 1890 Isaac E. Pearson.
Endorsed the within note of $550.00 and interest paid to January 21st 1894. For value received I hereby assign the within note to Julia A. Hook. Witness my hand this 9th day of October 1895
Test: Geo. A. Miller. James W. Hook.
For value received we hereby assign the within note to George W. Albaugh.
Witness our hands this 4th day of Feby 1897.
Test:
Jane L. List. Julia A. Hook
Frederick N. Hook.

Answer of defendants.
No 3619 Equity.
George W. Albaugh Assignee Plaintiff vs Benj: F. List and Sarah E. List his wife } In the Circuit Court for Carroll County.
To the Honorable the Judges of said Court.
The joint and several answer of Benj F. List and Sarah E. List his wife defendants in the above cause respectfully showeth,
That these defendants admit all the allegations of the Plaintiffs Bill of Complaint to be true, and consent to the immediate passage of a decree as prayed for the the sale of the Mortgaged premises.
And they will ever pray.
Test: Guy W. Steele Benjamin F. List
Sarah E. List } defendants.

Agreement for decree,
No 3619 Equity.
George W. Albaugh Assignee Plaintiff vs Benj: F. List and wife defendants } In the Circuit Court for Carroll County.
It is hereby agreed this 29th day of June 1898, by and between Guy W. Steele Atty for Plaintiff and Benj: F. List and Sarah E. List his wife defendants, that this cause be submitted to the Court for immediate decree on Exhibits, Bill and answer.
Guy W. Steele Sol for Pl.
Benjamin F. List
Sarah E. List } defendants.

Decree,
George W. Albaugh Assignee Plff. vs Benj: F. List Mortgagor and Sarah E. List his wife } In the Circuit Court for Carroll County. Sitting as a Court of Equity.
The above cause standing ready for hearing and being submitted by agreement, the Bill Answers and all other proceedings were by the Court read and considered.
It is thereupon this 2nd day of January in the year eighteen hundred and ninety eight by the Circuit Court for Carroll County, sitting as a Court of Equity, adjudged ordered and decreed, that the Mortgaged Real Estate mentioned

in these proceedings and described in Exhibit A be sold, and that George
W. Albaugh, Jr. be and he is hereby appointed Trustee to make said sale and that
the time and manner of his proceedings shall be as follows, he shall first
file with the Clerk of this Court a Bond to the State of Maryland, executed by
himself and a surety or sureties to be approved by this Court or by the
Clerk thereof in the penalty of Sixteen hundred dollars, conditioned
for the faithful performance by the said Trustee of the duties imposed by this decree
or to be imposed in this cause by any future decree or order and in like manner
he shall then proceed to make the said sale, having given at least
three weeks notice by advertisement inserted in some newspaper published in
Carroll County, and by such other mode, as he shall think proper of the time
place and terms of sale, which shall be as follows to wit: Cash on the day
of sale or upon the ratification thereof by this Court, and as soon as may
be conveniently done after such sale or sales, the said Trustee shall return to this
Court a full and particular account of his proceedings relative thereto and
file with an affidavit annexed of the truth thereof, the fairness
of said sale, the cash obtained upon the same to ratification of the sale, and
on the payment of the whole purchase money (and not before) the said
Trustee shall by a good and sufficient deed to be executed, acknowledged
and recorded according to law, convey to the purchaser or purchasers his,
her or their heirs the property and estate of him her or them sold free clear and discharged
from all claim of the parties hereto Complainants and Defendants and those
claiming by from or under them or either of them, and the said Trustee shall bring
into this Court the money arising from said sale, to be distributed under the direction
of this Court after deducting the costs of this suit the expenses of said sale and such
commission to the said Trustee, as this Court shall think proper to allow in
consideration of his skill attention and fidelity to be made apparent to have
discharged his trust.

Charles B. Roberts.

Trustee's Bond.

Know all men by these presents that we George W. Albaugh and
Ella E. Albaugh both of Carroll County in the State of Maryland
are held and firmly bound unto the State of Maryland in the full and
just sum of Sixteen hundred dollars current money to be paid
to the said State of Maryland, or its certain Attorney to which payment
well and truly to be made we do bind ourselves and
each of us, our and each of our heirs executors and administrators
jointly and severally firmly by these presents, sealed with our seals and
dated this 29 day of January in the year of our Lord one thousand
eight hundred and ninety eight. Whereas by a decree of the Circuit
Court for Carroll County as a Court of Equity bearing date the
29 day of January in the year eighteen hundred and ninety
eight was passed in a cause in the said Court wherein George
W. Albaugh Assignee is Complainant and Benjamin F. Geist
Mortgagor and Sarah E. Geist his wife are defendants the above

bound George W. Albaugh has been appointed Trustee to make sale of certain real estate in the proceedings in said cause mentioned. Now the condition of the above obligation is such that if the above bound George W. Albaugh do and shall well and faithfully perform the trust reposed in him by said decree or that may be exposed in him by any further decree or order of said Court in the premises then the above obligation to be void and of no effect. Otherwise to remain in full force and virtue in law.

Signed sealed and delivered in the presence of Levy W. Steele

Lee W. Albaugh (L.S.)
Ella E. Albaugh (L.S.)

The above Bond is approved this 29th day of January, 1898.

Chas. A. Billingslea. Clerk.

Report of Sale

No. 3619 Equity.

George W. Albaugh Assignee of Record, vs. Benjamin F. Blizzard and Sarah C. Blizzard his wife defendants

In the Circuit Court for Carroll County.

To the Honorable the Judges of said Court.

The report of George W. Albaugh Trustee appointed by a decree of this Court, passed in the above entitled cause, dated January 29th A.D. 1898, to make sale of certain real estate therein mentioned respectfully sheweth, that after giving bond with approved security for the faithful performance of his trust and after having complied with all the requirements as required by said decree, and after giving notice of the time, manner and terms of sale, in the "Democratic Advocate" a weekly newspaper published in Carroll County, and by handbills extensively circulated and posted in the Neighborhood of said property. One of which was posted up at the Court House door in said County, for at least three successive weeks before the day of sale. He did in pursuance of said notice attend at the Court House door in the City of Westminster in said Carroll County, on the 28th day of February A.D. 1898, at 10 o'clock A.M. and did then and there proceed to sell the property mentioned in said decree in manner following that is to say: That Trustee offered at public sale to the highest bidder the property mentioned in said Deed, situated in said Carroll County, it being the same property described in a Mortgage from Benj. F. Blizzard & Sarah C. Blizzard his wife to James M. Hook bearing date the 2 day of August A.D. 1881, and recorded among the Real Estate Mortgage Records of said Carroll County, which has been duly assigned to George W. Albaugh, and is mentioned in this Cause and marked Exhibit. And upon public sale the aforesaid property to Josephine E. Fowler for the sum of Seventy Five Dollars, she being at that time the highest bidder therefor, the Terms of Sale being cash on the day of sale, for the satisfaction thereof by the Court, and that said purchaser complied to pay therefore on the satisfaction of said sale as will fully appear

by the certificate of purchase herewith filed and marked Exhibit "C. C."
And for which is respectfully submitted

Geo. W. Albaugh Trustee,

State of Maryland Carroll County Sct.

I hereby certify that on this second day of March A.D. 1898 before the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County personally appeared George W. Albaugh Trustee named in the above report & made oath in due form of law that the matters and things therein set forth in the foregoing report stated are true to the best of his knowledge and belief and that said sales were bona fide and fairly made. Sworn & subscribed before

William L. Baer. J.P.

Order nisi on Sale.

George W. Albaugh
Assignee Plaintiff
vs
Benj. B. Elliot and Sarah E. Elliot his wife
Defendants
} No. 3619 Equity.
In the Circuit Court for Carroll County

Ordered this 2 day of March A.D. 1898 by the Circuit Court for Carroll County sitting as a Court of Equity that the sale of property mentioned in these proceedings made and reported by George W. Albaugh Trustee appointed by a decree of this Court to make said sale be ratified and confirmed unless cause to the contrary thereof be shown on or before the 4 day of April next provided a copy of this Order be inserted in some newspaper printed in said County once in each of three successive weeks before the 28 day of March inst. The report states the amount of sales to be $625.00

Test H. Billingslea Clerk.

Printers Certificate.

Westminster Md. April 5th 1898.

We hereby certify that the annexed Order nisi on Sale, was published once in each of three successive weeks prior to the twenty eighth day of March 1898 in The Democratic Advocate, a newspaper published in Carroll County Md.

Vanderford Bros.
Editors and Publishers.

Order ratifying Sale
No. 3619 Equity.

George W. Albaugh
Assignee Plaintiff
vs
Benj. B. Elliot and Sarah E. Elliot his wife
Defendants
} In the Circuit Court for Carroll County

Docketed by the Circuit Court for Carroll County sitting as a Court of Equity this 5 day of April A.D. 1898 that the sale of the Real Estate made and reported by George W. Albaugh Trustee in this cause be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although due notice as by law required has been given by the preceding order nisi passed in said cause. And it is further ordered that this cause be and the same is hereby referred to the auditor of this Court to state an account in which he is directed to allow the Trustee

aforesaid the usual commissions and such proper costs and expenses as he shall produce satisfactory vouchers for. And he report the same to this Court for its further order.

Charles B. Roberts,
Auditor.

George W. Albaugh
Assignee Plaintiff
vs
Benj. F. Gist and Sarah E. Gist his wife
Defendants.

No 3619 Equity.
In the Circuit Court for Carroll County.
In Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports. That in pursuance of the Order of Your Honorable Court passed in this Cause, he appointed the fourth day of this Cause, he appointed the fourth day of April 1898 at which time and place he attended and stated the within account as follows.

He first made the "Statement of Mortgage claim" which is herewith filed. Has therein charged the Trustee with all the purchase money of Trust Funds in his hands, and therein allowed him his Commissions and Expenses, and all costs which he be allowed. The whole balance of purchase money of Trust Fund then left, to wit; $466.73 he distributed to George W. Albaugh assignee of Julia A. Hook assignee of James W. Hook assignee of Edward E. Pearson assignee of Lewis W. Hook Mortgagee in part payment of his Mortgage claim of $563.55 debt and interest, which belongs by the "Statement of Mortgage claim" here with filed, which balance on the date of the publication of Sale April 5th 1898 failed to pay said Mortgage claim by the sum of ninety six 82/100 dollars, All of which is respectfully submitted.

April 7th 1898

Jno. F. Bauer
Auditor

The Real Estate of Benjamin F. Gist deceased
In account with George W. Albaugh Trustee,

Debtor.

1898 February 28	By Sale of Real Estate this day made by the Trustee to Josephine E. Fowler, as appears by his report filed in this Cause. March 2nd 1898 amounting to the sum of	$625.00

Credit.

To the Trustee for his Commissions	$40	25
To the Trustee to pay Baumgardner and Bro for printing per voucher No 1 filed	10.	50
To the Trustee to pay Mrs. S. Wilson for auctioneering Sale per voucher No 2 filed	5.	00
To the Trustee to pay Wm. G. Conehan Coller. Taxes for 1894, 1895 & 1896 per vouchers No 3, 4 & 5 filed	18.	24
To the Trustee to pay Wesley Beggs Coller Taxes for 1897 per voucher No 6 filed	5.	18.

To the Trustee to pay Guy W. Steele Solicitor for professional services rendered in Equity Cause, No. 3619, 35.00

Costs as taxed by the Clerk,

To Guy W. Steele, Solicitor, Appearance fee 10.00

To Jas. H. Billingslea Clerk 22.70

To Solomon Harris Sheriff. .90

To Publication Order nisi & for this account, 1.50

To Jno. J. Beauregard Auditor Making Statement of Mortgage Claim, Stating this account & Vouchers 9.00

Amount of Expenses $ 158.27

To George W. Albaugh Assignee of Julia A. Hook Assignee of James D. Hook Assignee of Isaac E. Pierson Assignee of James D. Hook Mortgage. the whole Amount of purchase money of Lot No. 5 in Block D as it is $466.73 the same being the Mortgage Claim of $563.65 less Credits entered on the Mortgage Claim herein filed which balance on the date of the publication of sale, (April 5 1898) failed to pay said Mortgage Claim & the costs of $96.27 the same.

Amount of Lot No. 5 Block D. 466.73

$ 625.00

Order nisi &c.

No. 3619 Equity.

George W. Albaugh Assignee Plaintiff vs Benj. F. Lusby and Sarah E. Lusby his wife defendants

In the Circuit Court for Cecil County. Ordered this 7th day of April A.D. 1898, that the account of the Auditor filed in this cause, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25 day of April next. Provided a copy of this order be inserted in two newspapers published in Cecil County, once in each of three weeks before the last named day in some newspaper published in Cecil County.

Jas. H. Billingslea. Clerk.

Order ratifying Auditor.

No. 3619 Equity.

Geo. W. Albaugh assignee vs Benj. F. Lusby et wife

Ordered this 26 day of April A.D. 1898. by the Circuit Court for Cecil County, sitting as a Court of Equity that the report of the Auditor filed in this cause be finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given in accordance with the foregoing order nisi &c. And the Trustee is hereby authorized to pay over the Trust funds in accordance with the report.

Charles B. Roberts.

Recorded & Examd

Jas. H. Billingslea. Clerk,

per

Maryland Set.

At a Circuit Court for the Fifth Judicial District of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the first Monday of May, (it being the 2nd day of the same Month,) in the year of our Lord One thousand eight hundred and ninety eight.

Present.

The Hon. Charles B. Roberts Chief Judge.

Ephraim Hanies Esq. Sheriff.

James H. Billingslea. Clerk.

Among other were the following proceedings viz:

Be it remembered that before viz: On the 2nd day of February A.D. 1898. George L. Stonebraker Mortgagee by George L. Stonebraker Esq. his Attorney. Comes here into Court sitting as a Court of Equity, and files his Order to Docket a case, which appears in the form and words as follows viz:

George W. Stansbury. Mortgagee Plaintiff
vs
David Denlinger and Mary A. M. Denlinger his wife Mortgagors

No 3621 Equity.

In the Circuit Court for Carroll County.

In Equity.

Proceedings under the Maryland Code of Public General Laws, relating to Mortgages.

To James H. Billingslea

Clerk Circuit Court for Carroll County.

Please file this Order and Docket a Case on the Equity Docket of your said Court. File Original promissory note and Mortgage from David Denlinger and wife to George W. Stansbury dated April 6th 1893 and said Mortgage duly recorded among the Mortgage Real Estate Records of Carroll County in Liber B.B.B. No 132 folio 15 &c herewith filed and mark the Exhibits A and B. 1897. Dec 2nd

George L. Stonebraker.
Solicitor for Mortgagee.

Exhibit A.

$1300.00

April 6th 1893.

One year after date I promise to pay George W. Stansbury or order, Thirteen hundred dollars, for value received, with Interest from date.

Test: Jacob S. Ballinger. David Denlinger.

This Note secured by Mortgage of even date

Endorsed as follows.

Interest paid on the within note up to April 6th 1893 $78.00 Received Sept. 3rd 1893. two hundred dollars on the within note. Interest paid on the within note up to April 6th 1894. $71.00. Interest paid on the within note up to April 6th 1895 $66.00 Interest paid on the within note up to April 6th 1896 $66.00 Jan 2nd 1897. Received $37.00 Interest on the within. Interest paid on the within up to April 6th 1897 $28.50 —

Exhibit B. Is the original of a Mortgage from David Denlinger wife to George W. Stansbury dated April 6 1892. For the sum of $1300.00 and recorded among the Real Estate Mortgage Records of Carroll Co. in Liber B.B.C. No 32 folio 150 &c.

Mortgagees Bond.

Know all men by these presents that we, George W. Stansbury, George L. Stansbury and Geo L. Brookdale of Carroll County and State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of three thousand dollars. To the paid to the said State or its certain Attorney. To which payment well and truly to be made, we bind ourselves and each of us by and each of our heirs executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 31st day of January in the year of our Lord One thousand eight hundred and ninety eight.

Whereas by a deed of Mortgage dated the 6th day of April 1892, and duly recorded in Liber B.D.C. No 32 folio 150 &c, one of the Real Estate Mortgage Records of Carroll Co. certain real estate and personal property in said County and therein described were conveyed by David Denlinger and wife to George W. Stansburg to secure the payment of certain sums and the interest as set forth in said Mortgage, and in said Mortgage is contained a clause authorizing a sale of the Mortgaged premises by the Mortgagee his executors Administrators or assigns in case default should be made in payment of the Mortgage debt or the interest thereon or in each & every or any condition or agreement therein. And whereas default has been made in the payment of said Mortgage debt and of interest thereon, and in other conditions of said Mortgage. And by virtue of the authority given in said Mortgage the above bounden George W. Stansburg is about to sell the Mortgaged property. Now the condition of the above obligation is such that if the above bounden George W. Stansburg do and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged property & the proceeds thereof then the above obligation to be void. Otherwise to remain in full force and virtue in law.

Signed Sealed and delivered in the presence of Guy W. Steele

And approved February 2nd 1898. Test:

Report of Sale

George W. Stansbury Mortgagee Plaintiff

against

David Denlinger & Mary A. Denlinger his wife Mortgagors

No 3621 Equity.

In the Circuit Court for Carroll County In Equity.

To the Honorable the Judges of said Court.

The report of George W. Stansbury Mortgagee in the above entitled cause respectfully reports unto your Honorable Court.

1st. That in pursuance of the power and authority contained in a deed of Mortgage from David Denlinger and wife to George W. Stansbury dated

Geo. W. Stansbury (Seal)
George L. Stansbury (Seal)
George L. Brookdale (Seal)
Jas. H. Billingslea. Clerk.

on the 6th day of April A.D. 1892, and recorded among the Real Estate Mortgage Records of Carroll County, in Liber B.O.C. No 32 folio 15 &c. he did purchase the said property and before executing the Trustees Deed aforesaid duly executed a Bond to the State of Maryland, in the penalty of three thousand dollars conditioned to abide by and perform any order or decree which may be made by any Court of equity in relation to the sale of said Mortgaged property or the proceeds thereof, which said Bond was duly approved and filed by the Clerk of your Honorable Court in the above entitled cause.

2nd That he advertised the said Mortgaged property once in each of four successive publications being three successive times in the "Democratic Advocate" a newspaper printed and published in Carroll County State of Maryland by which he gave notice of the time manner place and terms of said sale.

3rd That in pursuance of said notice as aforesaid, the said Mortgagee attended upon the premises on Wednesday at the hour of One Oclock P.M. March 2nd 1892, and thereupon proceeded to make said sale of said property mentioned in and conveyed by said Mortgage containing 7 acres 2 roods and 6 perches of land more or less and thereupon offered the same upon said terms as advertised as follows viz: One third part of the purchase money to be paid upon the day of sale, or upon the ratification thereof by the Court, the balance in two equal payments of 6 and 12 months. The purchaser or purchasers giving their notes with approved security, bearing interest from the day of sale, or all cash at the option of the purchaser and that he did then and there sell the same unto George W. Stansbury Mortgagee, for and for the sum of Eleven Hundred dollars, he being the highest bidder therefor, and said purchaser elects to pay the cash for said property upon the ratification of said sale by your Honorable Court. All of which is respectfully submitted,

Geo. L. Stockdale
Sol'r for Mortgagee.

George W. Stansbury
Mortgagee.

State of Maryland Carroll County, to wit:

I hereby certify that on this 3rd day of March in the year eighteen hundred and ninety two before the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County aforesaid personally appeared George W. Stansbury Mortgagee and made oath on the Holy Evangels of Almighty God that the matters facts and things contained in the foregoing affidavit are true as therein stated, and that the sale therein mentioned was bona fide and duly made.

Sworn to before
Order nisi on Sale.

Jno. M. Gist
Justice of the Peace.

George W. Stansbury
Mortgagee
against
David Denlinger & wife
Mortgagors

No. 3621 Equity.
In the Circuit Court for Carroll County.
Ordered this 3rd day of March in the year eighteen hundred and ninety eight that the sale of the

Mortgage property, made and reported in the above entitled cause, by George W. Stansbury Mortgagee, under and by virtue of the power of sale contained in a deed of Mortgage from David Denlinger and wife to George W. Stansbury Mortgagee, and filed in the above entitled cause be finally ratified and confirmed, unless cause to the contrary be shown on or before the 4th day of April next. Provided a copy of this order be inserted in some newspaper published in Carroll County once a week for three successive weeks previous to the 28th day of March inst.

The Report states the amount of sale to be $1.100.00

Jas. H. Billingslea. Clerk.

Printer's Certificate,

Office of American Sentinel

Westminster Md. April 4th 1898.

This is to certify that the annexed Order nisi has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of three successive weeks previous to the 4th day of April 1898.

E. E. Lyford. Publisher.

per W. H. B. Miller.

Order of Court ratifying sale.

Ordered this 4th day of April in the year eighteen hundred and ninety eight that the sale of the Mortgaged property made and reported by George W. Stansbury Mortgagee in the above entitled cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice of this Order has been given as required by the preceding Order passed in this cause. It is hereby further Ordered that George L. Stockdale of Frederick County State of Maryland, be and he is hereby appointed Trustee to convey the land and premises mentioned in the above cause to George W. Stansbury Mortgagee by the said George W. Stansbury being first duly sworn and before delivery of said property this Court is hereby informed by the Auditor of this Court of State of account of the proceeds in this cause allowing to the Mortgagee the usual Commissions as allowed Trustees in the sale of real estate, and the usual expenses upon the production of vouchers therefor and in accordance with the provisions of the Mortgage filed in this cause.

Charles B. Roberts.

Judge.

Auditor.

George W. Stansbury Mortgagee
against
David Denlinger and wife Mortgagors.

No 3621 Equity.

In the Circuit Court for Carroll County.

In Equity.

To the Honorable the Judges of the Circuit Court for Carroll County sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court passed in this cause, he examined the papers filed in the cause and therefrom stated the within account as follows. He first made the Statement of Mortgage claim which is herewith filed, he then charged-

the Mortgagee with all the purchase money in his hands, and thereon allowed him his Commissions and Expenses, and all costs whether Fee allowed. The whole balance of purchase money then Ledger Brook $924.84 he distributed to George H. Stansbury Mortgagee, the last payment of his Mortgage claim of $1165.82 debt and interest which abates by the "Statement of Mortgage Claim" herewith filed, which balance on the date of the ratification of Sale (April 5th 1898) failed to pay said Mortgage claim to the extent of Two hundred and forty 28/100 dollars, All of which is respectfully submitted, 1898 April 7th

Wm. J. Saunderson Master Auditor

The Mortgaged Real Estate of David Denlinger and wife

In account with George H. Stansbury Mortgagee

Debtor.

1898 March 3rd By Sale of the Mortgaged Real Estate this Made by the Mortgagee to George H. Stansbury as appears by his return filed in this cause, March 3rd 1898 amounting to the sum of	$1100.	00

Credit.

To the Mortgagee for his commissions,	$ 62.	00
To the Mortgagee amount paid S. S. Abell Company for printing per Voucher No 1 filed,	2.	50
To the Mortgagee amount paid Jacob Hoffman for auctioneering Sale as Voucher No 2 filed,	3.	00
To the Mortgagee Amount paid Jacob Leigh, Collr. Taxes for 1897 per Voucher No 3 filed,	22.	37
To the Mortgagee amount paid W. H. Getzler Collr. Corporation taxes, per Voucher No 4 filed	3.	24
To the Mortgagee & his Solicitor Wm. Saunderson for printing per Voucher No 5 filed,	10.	00
To the Mortgagee & his Solicitor E. J. Richard for printing per Voucher No 6 filed,	3.	00
To the Mortgagee & his Solicitor George L. Stockdale, Solicitor for mortgagee, Counsel Services rendered per Voucher No 7 filed,	40.	00
To James A. Billingslea Clerk,	18.	25
To Publication Order nisi as in this cause,	1.	50
To Wm. J. Saunderson Auditor Making Statement of Mortgage Claim, Stating this Account &c.	9.	00
Amount of Expenses	$ 175.	16
By amount of Purchase money Debt $924.84 the last payment of this Mortgage claim of $1165.82 debt and interest which abates by the Statement of Mortgage Claim herewith filed. Which balance on the date of the ratification of Sale, (April 5th 1898) failed to pay said Mortgage claim to the extent of $240.28 the sum of.	924.	84
Amount of Sale	$ 1100.	00

Order Nisi Ad Audr.

George W. Stansbury
Mortgagee
vs
David Denlinger & wife
Mortgagors

No 3621 Equity.

In the Circuit Court for Carroll County.
Ordered this 7th day of June A.D. 1898.
That the Account of the Auditor filed in this Cause
be finally ratified and Confirmed, unless Cause
to the Contrary thereof be shown on or before the
25th day of June next; Provided a Copy of this Order be inserted
in some newspaper published in Carroll County
once in each of three successive weeks before the first insertion
thereof.

Chas. H. Billingslea, Clerk

True Copy Test.
Chas. H. Billingslea, Clerk

Westminster Md. June 3rd 1898

We hereby certify that the annexed Order Nisi in Equity was published in the Democratic Advocate, a newspaper published in Carroll County Md.

Varden Bros.
Editors and Publishers.

Order of Court, ratifying Auditor
Passed this 2nd day of May, A.D. 1898, that the Account of the
Auditor filed in the above Cause, be and the same is
hereby finally ratified and confirmed, unless Cause to the con-
trary thereof hereby be shown, although notice hereof be
not given to be given in accordance with the preceding
Order Nisi. The Mortgagee is hereby authorized to receive the
Trust Funds in his hands and forthwith settle and state
his account.

Charles B. Roberts.

Recorded &c

per Chas. H. Billingslea.
Clerk &c

Maryland Sct.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland begun and held at the Court House in the city of Westminster in Carroll County in the State of Maryland on the Fifth Monday of May (it being the 2nd day of the same month) in the year One thousand Eight hundred and ninety eight.

Were Present.

The Hon. Charles B. Roberts. Chief Judge.

Ephraim Lewis Esq. Sheriff.

Jno. H. Billingslea. Clerk.

Among other were the following proceedings Do wit:

Be it remembered that heretofore Do wit: On the 27th day of October A.D. 1897. Charles S. Rich Assignee by Edward N. Rich Esq. his Attorney comes here into Court sitting as a Court of Equity, and files his Order to Docket a case wherein appears in form and words as follows Do wit:

Charles S. Rich, Assignee vs Amanda Redman, Charles M. Redman, Jennie Redman, } In the Circuit Court for Carroll County. In Equity. No 3597.

Docket, Please Docket this case file Mortgage and assignments, Marked Plaintiffs Exhibits A. B. & D. and file and oblige Edward N. Rich Attorney for Plaintiff.

Note,

$1000.00 Baltimore County Md. June 16th 1889.

Two years after date we jointly and severally promise to pay to Jeremiah T. Ducker, or order, One thousand dollars, for value received,

Amanda Redman
Chas M. Redman
Jennie Redman

Endorsed,

Jan 25th 1892. Without recourse,

Register Russell. Henry T. Ducker administrators b.n.c.t.a. of Jeremiah T. Ducker dec'd.

Without recourse, Henry T. Ducker, Julia D. Sears, Executors of George E. Ducker dec'd.

Exhibits A. B. & D. To the Original Mortgage from Amanda Redman & others to Jeremiah T. Ducker, dated 16 June 1889. for the sum of $1000.00 January 25th 1892. assigned to George E. Ducker. 1896 February 8 Assigned to Henry T. Ducker & October 22nd 1897. Assigned to Charles S. Rich. Which Mortgage and assignments are recorded among the Real Estate Mortgage Records of Carroll County in Liber W. A. H. No 28 folio 170 &c,

Assignee's Bond.

Know all men by these presents, That we Charles S. Rich Edward N. Rich and Henry T. Decker of Baltimore City, State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of two thousand dollars to be paid to the said State, or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this eighteenth day of October, in the year one thousand eight hundred and ninety seven. Whereas the above bounden Charles S. Rich assignee of a certain mortgage from Amanda Redman and others to Jeremiah T. Decker dated April 26th 1887, and recorded among the Land Records of Howard County, in Liber W. T. H. No 28 folio 1700 &c, is about to sell the property in said Mortgage described, Now the condition of the above obligation is such that if the above bounden, do and shall abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of such property, or the proceeds thereof, then the above obligation to be void. Otherwise to be and remain in full force and virtue in law.

Signed Sealed and Delivered in the presence of
Henry W. Weeks
and Witness. Oct. 27th 1897.

Charles S. Rich
Edward N. Rich
Henry T. Decker

Test: Benj. B. Crouse, Clerk.

Report of Sale.

Charles S. Rich
Assignee
vs
Amanda Redman
et al

In the Circuit Court for Howard County
In Equity.

To the Honorable the Judge of said Court.

The report of Charles S. Rich assignee of the Mortgage filed in this Cause respectfully shows that a default had been made in the payment of the principal and interest due under the terms of the Mortgage filed in the Cause, and in other terms and conditions of said Mortgage. Whereupon said Mortgagee and assignee and also the said Court, by its Order and Decree duly passed by the Clerk of this Court, and after giving more than twenty days notice of the date, place, manner and terms of sale by advertisements inserted in the Democratic Advocate, a weekly newspaper published in Howard County, said advertisements being inserted once a week for more than three consecutive weeks prior to the day of sale, a copy of said advertisements being hereto annexed, and also by handbills extensively circulated in the neighborhood of said property, he did on Saturday November 20th 1897. at or about the hour of One Oclock in the afternoon attend in person on the premises, and did then and there in accordance with the terms of said advertisements and handbills and the provisions of said Mortgage, offer the property described in said Mortgage for sale at public Auction, and did then and there

sell the same to Henry T. Duncker, at and for the sum of One Thousand Dollars, he being the highest bidder therefor and there for the same,

Respectfully submitted

Charles L. Rich Assignee,

Affy of Advertisements.

Assignee's Sale of a very desirable small farm, situated on the Littlestown & Hanover road, about two Miles from Union Mills, and five Miles from Westminster.

By virtue of a power contained in a Mortgage from Amanda Red. man, Charles M. Redman and Jennie Redman to Jeremiah T. Duncker. dated June 16 1889, and recorded among the Mortgage Records of Carroll County, in Liber W. N. M. No 28 folio 170 &c, the undersigned as Assignee of said Mortgage, will sell at public auction, on the premises on Saturday November 23 1897 at 1 O'M, all that tract of ground and premises on which Wm Amanda Redman formerly resided, and which is now occupied by Frank Miller, situate in Carroll County, and which is described in the two following deeds, one from Bernard Reese & George Redman dated October 25 1886 and recorded among said Records of Carroll County, in Liber W. C. M. No 34 folio 472 &c, the other from Murray Schilling & George Redman dated December 15 1888, and recorded among aforesaid Land Records in Liber J. B. B. No 36 folio 439 &c, and supposed to contain 11 acres of land more or less. Improved by a two-story dwelling house, barn, stable and other outbuildings.

Terms of Sale; One third Cash at the time of the ratification of sale, one third in six months and the balance in twelve Months, or all cash at the option of Purchaser. Credit payments to bear interest from day of sale and to be secured to satisfaction of assignee.

A deposit of $50.00 will be required of the purchaser at time of sale. Taxes adjusted to day of sale.

Geo. W. Stonesifer Auct.

Charles L. Rich Assignee,

State of Maryland, Carroll County Sct.

I hereby certify that on this 20 day of November in the year eighteen hundred and ninety seven, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Carroll County aforesaid, personally appeared Charles L. Rich, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly and bona fide made.

William H. Baer, J. P.

Order Nisi on Sale

Charles L. Rich Assignee
vs
Amanda Redman et al Mortgagors

In the Circuit Court for Carroll County No 3597 Equity.

Ordered this 20 day of November A. D. 1897, That the sale of the Real Estate mentioned in these proceedings, made and reported by Charles L. Rich Assignee of Mortgage Acting under the power of

sale contained in the Mortgage filed among the proceedings in this cause, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th day of December next; provided a copy of this Order be inserted in some newspaper printed in Carroll County aforesaid, once a week for three successive weeks before the 20th day of December next. The report states the amount of sale to be $1000.00

Benj. F. Crouse, Clerk.

Printers Certificate.

Westminster Md. December 21st 1897.

We hereby certify that the annexed Order of Sale, was published once a week for three successive weeks, prior to the 21st day of December 1897, in the Democratic Advocate, a newspaper published in Carroll County, Md.

Vickroy & Bro. Editors and Publishers.

Order ratifying Sale &c

Charles S. Reich Assignee
vs
Amanda Redmond et al
Mortgagors

No 3597 Equity.
In the Circuit Court for Carroll County.
Ordered this 31 day of December 1897, that the sale of the Real Estate made and reported in the above entitled cause by Charles S. Reich Assignee of Mortgage named in the Mortgage filed therein, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof being shown, although notice as by law directed has been given in accordance with the preceding Order.

Charles B. Roberts,
Judge.

Charles S. Reich Assignee
vs
Amanda Redmond et al
Mortgagors

No 3597 Equity.
In the Circuit Court for Carroll County.
In Equity.

To the Honorable the Judges of the Circuit Court for Carroll County. Sitting as a Court of Equity.

The Auditor respectfully reports, that he commenced the business filed in the cause and therefrom states the following account as follows. He first made the statement of Mortgage Claim which is herein filed. He then charges the Assignee with all the proceeds money in his hands, and thereto allowed his commissions and expenses and all costs and fees to be allowed. The whole balance of proceeds money then to be Two Hundred & Eighty Six 33/100 $286.33 he distributed to Charles S. Reich assignee of Henry T. Decker. Assignee of Henry T. Decker and Julia D. Sloan Executrix of George E. Dushane, deceased assignee of Reuter Bosted and Henry T. Decker Administrators C. T. A. of Jeremiah T. Decker deceased Mortgagee in part payment of his Mortgage Claim of $1087.33 debt and interest which appears by the Statement of

Mortgage claim heretofore filed, which balance on the date of the satisfaction of sale (December 31st 1897) failed to pay said Mortgage claim to the sum of $224.21/100 All of which is respectfully submitted

1898. January 17th Jno. J. Baumgartner. Auditor.

The Mortgaged Real Estate of Amanda Reduneau et al

In Accounts with Charles S. Rich Assignee &c,

Debtor.

1897. November 30th By Sale of the Mortgaged Real Estate thereof made by the Assignee &c, to Henry T. Ducher as appears by his report filed in this Cause November 20th 1897. Amounting to the sum of. $1000 00

Credit.

To the Assignee &c, for his Commissions $ 58. 00

To the Assignee &c Do pay Vandeford Bro's for printing Inj Vouchers No 1 filed Do. 13. 00

To the Assignee &c Do pay George W. Stockdale for Auctioneering Sale per Voucher No 2 filed. 10. 00

To the Assignee &c, Do pay John B. Mains Clerk, Taxes for 1896 & 1897 per Voucher No. 3 & 4 Do. 27. 33

To Earle B. Billingslea Clerk Do 18 05

To Publication of notice of Sale per Voucher No 5 Do 1. 50

To Jno. J. Baumgartner Auditor. Making "Statement of Mortgage Claim" Stating this Account &c Do 9. 00

Amount of Expenses, $ 136. 88

To Charles S. Rich Assignee of Henry T. Ducher Assignee of Henry T. Ducher and Julia D. Sears Executors of George E. Ducher deceased. assignee of Wesley Russell and Henry T. Ducher, Administrators C. T. A. of Jeremiah T. Ducher deceased, Mortgagee the whole balance of Purchase Money Debt $ 863.12 in part payment of his Mortgage Claim of $ 1087.33 debt and interest which appears by the Statement of Mortgage Claim herein filed which balance on the date of the satisfaction of Sale (December 31st 1897) failed to pay said Mortgage Claim to the extent of $ 224.21 the sum of. 863. 12

Amount of Sale $1000. 00

Order nisi to Audit,

No 3597 Equity.

In the Circuit Court for Carroll County.

Charles S. Rich Assignee &c of Amanda Reduneau et al Mortgagors

Ordered this 17th day of January A. D. 1898 that the Account

of the Auditor filed in this cause, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 7th day of February next; provided a copy of this Order be inserted for two successive weeks before the said named day, in some newspaper published in Carroll County.

Jas. H. Billingslea. Clerk

Printer's Certificate,

Westminster Md. May 14th 1898,

We hereby certify that the annexed Order Nisi in re. Orphans Court published for two successive weeks prior to the Seventh day of February 1898, in The Democratic Advocate, a newspaper published in Carroll County Md.

Vandeford Bros.

Editors and Publishers,

Order ratifying Auditor,

Ordered this 16th day of May, A.D. 1898, that the foregoing account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as required by the preceding Order Nisi, and the Collector is hereby authorized to pay over the fund in this Cause in accordance with this decree,

Charles B. Roberts,

Recorded

per Jas. H. Billingslea. Clerk,

Maryland Sct.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the city of Westminster in Carroll County in the State of Maryland, on the first Monday of May (it being the 2nd day of the same Month) in the year eighteen hundred and ninety eight,

Present

The Hon. Charles B. Roberts, Chief Judge,
Ephraim H. Miller Esq. Sheriff.
Jas H. Billingslea Clerk.

Among other were the following proceedings viz:

Be it remembered that heretofore viz: On the 2nd day of February A.D. 1898 John A. House assignee &c by his Attorneys Messrs Reifsnider & Reifsnider Esqrs. Obtained into Court sitting as a Court of Equity, and files his Order & Docket a Case, to which shall be prefixed & annexed words as follows viz:

John A. House
Assignee of Mortgagee
vs
George A. House and
Annie House his wife
Mortgagors

No 3622 Equity.
In the Circuit Court for Carroll County,
sitting as a Court of Equity.
Proceedings under the Code of Public
General Laws of the State of Maryland
relating to Mortgages.
Jas. H. Billingslea Esq., Clerk,

Please Docket and File &c

Charles T. Reifsnider Attorney or Agent and John A. House, by the State of Maryland, in the penalty of Three thousand dollars, files the Original Mortgage hereinafter from George A. House and Annie House his wife to John N. Nelson, bearing date November 2nd A.D. 1881, recorded among the Real Estate Mortgage Records of Carroll County, in Liber B.S.S. No 46 Folio 700 &c and subsequently on the 21st day of November A.D. 1893, assigned to the said John A. House, and marked Exhibit A. file promissory note drawn by George A. House, in favor of John N. Nelson for the sum of eight hundred dollars, bearing date November 2nd 1881, payable two years after date, with interest thereon paid to May 2nd 1885. by George A. House, the interest credits thereon, having been paid by John A. House, from May 2nd 1885, to whom the same is due with &c Exhibit B. and other papers as above.

February 2nd 1898.

Charles T. Reifsnider
Charles T. Reifsnider Jr.
Solicitors for assignee of Mortgagee.

Exhibit A. Is the Original Mortgage from George A. House wife to John N. Nelson dated November 2nd 1881. for the sum of $800.00 assigned to Charles B. Roberts Guardian June 22nd 1885. & assigned to John A. House November 2nd 1893. which

Mortgage and Assignments are recorded among the Real Estate Mortgage Records of Carroll County in Liber D. T. S. No 16 folio 470 &c,

Exhibit B.

$800.00 Carroll County Md. November 2nd 1881,

Two years after date, I promise to pay, John H. Nelson or order the sum of Eight Hundred dollars, current money, for value received, with interest from date, interest payable semi-annually,

Witness, Peter B. Michael. George A. Haouse

(This Note is secured by a Mortgage of Even date)

Credits of Interest paid to May 2nd 1888. Credits of Interest paid from May 2nd 1883 to May 2nd 1891. by John.

For value received I hereby assign the within Note to Charles B. Roberts Guardian without recourse to me, John H. Nelson,

Credits of Interest paid to May 2nd 1893.

1893 November 2nd For value received I hereby assign the within note to John A. Haouse, without recourse to me,

Charles B. Roberts Guardian,

Attorney or Agents Bond.

Know all men by these Presents that we Charles T. Reifsnider Attorney or Agent named in Mortgage and John A. Haouse of Carroll County and State of Maryland, are held and firmly bound unto the State of Maryland in the just and full sum of three thousand dollars to be paid to the said State, or its certain Attorney to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this second day of January in the year of our Lord, One thousand eight hundred and ninety eight. Whereas by deed of Mortgage dated the second day of November 1881 and duly recorded in Liber D. T. S. No 16 folio 470 &c one of the Real Estate Mortgage Records of Carroll County certain Real Estate and Property situate in said Carroll County in the State of Maryland, and therein described, were conveyed by George A. Haouse, and Jennie Haouse his wife to John H. Nelson, to secure the payment of certain Money and the interest as set forth in said Mortgage, and in said Mortgage is contained a clause authorizing a sale of the Mortgaged premises by the Mortgagee his Executors Administrators or assigns or Charles T. Reifsnider the Attorney or Agent named therein in case of default being made in payment of the Mortgage debt or the interest thereon, or in any covenant, condition or agreement therein, and whereas said Mortgage was by the said John H. Nelson, on the 22 day of June A. D. 1885, assigned to Charles B Roberts Guardian

and afterwards to wit: on the Second day of November A.D. 1893. assigned by said Charles B. Roberts Guardian to John A. House. And whereas default has been made in the payment of the Mortgage debt and interest and in other conditions of said Mortgage, and by virtue of the authority given in said Mortgage the above bounden Charles T. Reifsnider Attorney or Agent named therein is about to sell the Mortgaged property: Now the condition of the above obligation is such that if the above bounden Charles T. Reifsnider Attorney or Agent named in said Mortgage, do and shall abide by and fulfill any Order or Decree which shall be made, by any Court of Equity in relation to the sale of said Mortgaged property, or the proceeds thereof, then the above Obligation to be void, otherwise to remain in full force and virtue in law.

Signed Sealed and Delivered
in the presence of
Charles S. Reifsnider Jr.
and approved Feby 2nd 1898
Report of Sale

Chas T. Reifsnider (Seal)
Attorney or Agent named in Mortgage
John A. House (Seal)
Test: Jas H. Billingslea, Clerk.

John A. House
Assignee of Mortgage
vs
George A. Bowman and
Annie House his wife
Mortgagors.

No 3622 Equity
In the Circuit Court for Carroll County.
Billingslea Clerk of Equity.

To the Honorable the Judges of said Court.

This the report of Sale made by Charles T. Reifsnider Attorney or Agent named in Mortgage by virtue of the power and authority contained in the Mortgage filed in above entitled cause, marked Exhibit A. respectfully shows unto your Honorable Court.

First: That after having complied with the laws in such case required, he advertised the Real Estate by said Mortgage conveyed, in the "American Sentinel" a newspaper published in Carroll County once a week for more than three successive weeks, and being more than twenty days previous to day of Sale, also by printed Handbills one of which was posted up at the Court House door in Westminster Carroll County Maryland, by which he gave notice of the time place manner and terms of Sale which were as follows, and in pursuance of said notice he did attend at the Court House door in Westminster aforesaid, on Monday the 28 day of February A.D. 1898, at the hour of two O'clock P.M. when and where said Mortgaged property was advertised to be sold, and then and there offered at public sale the property described in said Mortgage property, viz: The parcel of land with the buildings thereon containing one acre three roods and twelve perches more or less, at Public Sale, to the highest bidder on the terms of Sale aforesaid, and sold the same to John A. House he being there and there the

highest bidder therefor at and for the sum of fifteen hundred and forty Dollars ($1540.) the aforesaid purchaser being the assignee of the Mortgage in this Cause & from the Mortgage debt is due, and agreed to pay the whole of said purchase money in cash on the ratification of said sale by your Honorable Court. All of which is respectfully submitted,

Reifsnider & Reifsnider
Solicitors &c.

Charles S. Reifsnider
Attorney & Agent named in Mortgage.

Attorney or Agent named in Mortgage.

State of Maryland Carroll County Sct:

I hereby certify that on this first day of March, in the year eighteen hundred and ninety eight before me the subscriber a Justice of the Peace in and for Carroll County aforesaid, personally appeared Charles S. Reifsnider the above named Attorney or Agent, and made oath in due form of law that the matters and things are correct and true as set forth in the aforegoing report and that the sale therein reported is just and bona fide, and was fairly made to the best of his knowledge and belief.

Sworn before
Wm. H. Baer. J.P.

Order nisi &c. in Sale

No 3622 Equity.

John S. Krouse
Assignee of Mortgagee
vs
George A. Krouse and
Annie Krouse his wife
Mortgagors

In the Circuit Court for Carroll County
Sitting as a Court of Equity
Ordered this first day of March
1898, that the sales by the Mortgagee
properly made and reported in the above
entitled cause by Charles S. Reifsnider
Attorney or Agent named in the Mortgage from George A. Krouse
and Annie Krouse his wife to Wm. H. Baer, dated December 2nd
A.D. 1895, recorded among the Real Estate Mortgage Records of Carroll
County in Liber J. J. S. No 76 folio 470 &c, and duly assigned to John
S. Krouse, be finally ratified and confirmed unless cause to
the contrary be shown on or before the 5 day of April next.
Provided a copy of this Order be inserted in some newspaper
published in Carroll County Maryland once a week for three
successive weeks previous to the 28 day of March inst.
The report states the amount of sale to be $1540.00

Geo. H. Billingslea, Clerk.

Printer's Certificate,
Office of American Sentinel.
Westminster Md. April 5th 1898

This is to certify that the annexed Order nisi &c in case has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of three successive weeks previous to the 28 day of

March 1898.

E. J. Richardson Publisher
per John E. Mutter,

Order notifying Sale &c,

Ordered this 6th day of April A.D. 1898. That the sale of the Mortgaged premises, made and reported in the aforegoing cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice of same have been given as required by the preceding order. The case is hereby referred to the Auditor to state an account of the proceedings in accordance with the provisions of the Mortgage filed in this cause, and report the same to this Court for further order in the premises.

Charles B. Roberts,

Auditor.

John D. Keuse
Assignee of Mortgagee
vs
George D. Keuse and
Annie Keuse his wife
Mortgagors

No 3622 Equity.

In the Circuit Court for
Baltimore County.
In Equity.

To the Honorable the Judges of the
Circuit Court for Baltimore County, sitting
as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court, passed in this cause, he has examined the proofs filed in the cause, and therefrom stated the following account as follows,

He first made the statement of Mortgage and Judgment Claims which is herewith filed, he then charged the Attorney or Agent with all the purchase money in his hands and thereto allowed him his commissions and expenses, and all costs proper to be allowed. The whole balance of purchase money thereby to wit: $1006.85 he distributed to John D. Keuse Assignee of Charles B. Roberts, Guardian, Assignee of John W. Nelson Mortgagee, on part payment of his Mortgage Claim of $1420.53 with interest to which he appears by Claim No. 1. in statement of Mortgage and Judgment Claims herewith filed, which balance on the date of the ratification of Sale April 6 1898 I have to pay said Mortgage Claim to the extent of One hundred and forty three 68/100 dollars, all of which is respectfully submitted,

April 7th 1898

Jno. L. Bachmann Auditor.

A portion of the Mortgaged Real Estate of George D. Keuse & wife
In account with Charles B. Roberts Trustee Attorney or Agent.

Debtor.

1898 February 28th	By Sale of a portion of the Mortgaged Real Estate of George D. Keuse made by the Attorney or Agent. To John D. Keuse Deeds. The parcel of land with the buildings thereon containing three hundred and twelve perches more or less, as appears by his report filed in this cause March 1st 1898. and ratified by the Court of	$1340.00

Creditor.

To the Attorney or Agent for his Commissions [illegible] 77.90

To the Attorney or Auditor paid Expenses for printing including Order on it in this Account for Voucher No 1 filed, 9.50

To the Attorney or Auditor paid O. A. Stevens for Auctioneering Sale as Voucher No 2 filed, 2.50

To the Attorney or Deputy John A. Krouse Amount paid by him for Taxes for 1881. 1882 1883. 1884. 1885. 1886. 1887. 1888. 1889. 1890. 1891. 1892. 1893 1894. 1895. 1896 & 1889. including interest thereon, as appears by the Statement of Cash paid by John A. Krouse for taxes, and by Vouchers No's 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. & 19 attached to said Statement and all filed in this Cause aggregating the Amount, 328.90

To the Attorney &c, Deputy John A. Krouse Amount paid by him to the Mutual Fire Insurance Company of Lemon County, for Insurance for 1883. 1884. 1885. 1886. 1887. 1888. 1889. 1890. 1891. 1892. 1893. 1894. 1895. 1896. & 1897 & 1898, 17 years at $2.50 per year, as appears by the Statement of Cash paid by John A. Krouse, for Insurance filed in this Cause, aggregating the Amount, 30. 80

To the Attorney &c, Deputy Alexander Alexander Solicitor for Complainant Services rendered per Voucher No 3 filed, 50. 00

To Jas. E. Billingsley, Clerk, 20. 05

To Jno. Barnhagen Master Making Statement of Mortgage Indebtedness, and filing this Cause &c 18. 50

Amount of Expenses 533. 15

To John A. Krouse Assignee of Charles B. Roberts Executor Assignee of John M. Nelson Mortgagee the whole balance of Principal money Due it $1006.85 in Satisfaction of his Mortgage Claim of $1420.53 debt and Interest which appears by Statement & Mortgage and Judgment Claims" herewith filed, which Statement the date of the Satisfaction of Sale, (April 6th 1897) said Deputy Said Mortgage Claim & the Interest of $443.68 the Amount of, 1006.85

Amount of Sale, $1540.00

Order on the Auditor,

No 3622 Equity.

In the Circuit Court for Lemon County,

John A. Krouse Assignee of Mortgagee vs George A. Krouse and Annie Krouse his wife Mortgagors

Ordered this 7th day of April A.D. 1898 that the Accounts of the Auditor filed in this Cause be finally ratified and confirmed, unless Cause to the Contrary thereof be shown on or before the 25th day of April next, provided a Copy of this Order be inserted for two

successive weeks before the last named day, in some newspaper published in Carroll County.

Jas. H. Billingslea. Clerk,

Printers Certificate

Office of American Sentinel.

Westminster Md June 25 1898.

This is to certify that the annexed Order 3632, has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of 2. successive weeks previous to the 25 day of June 1898. E. H. Gehrand. Publisher per John L. Miller.

Agreement.

We hereby agree that the aforegoing Account shall be ratified June 27th 1898. Edgar Parke Atty for Objectors. Chas. T. Reifsnider Chas. T. Reifsnider Jr. Solicitors for Attorney V Jno. A. Crouse

Order ratifying Auditr.

In pursuance of the aforegoing assent. It is ordered this 27th day of June A.D. 1898. That the aforegoing Account be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although notice appears to have been given as required by the preceding order. The Attorney is hereby directed to pay over and distribute the fund accordingly.

Charles B. Roberts.

Recorded

per Jas. H. Billingslea. Clerk

Maryland Ser.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County, in the State of Maryland, on the first Monday in May (it being the 2nd day of the same Month), in the year of our Lord, one thousand eight hundred and ninety eight.

Were Present.

The Hon. Charles B. Roberts, Chief Judge.

Ephraim Hanies, Esq. Sheriff.

James H. Billingslea, Clerk.

Among other were the following proceedings Viz:

Be it remembered that heretofore Viz: On the 5th day of January A.D. 1898. John M. Roberts Assignee by Messrs Eldredge & Roberts his Attorneys, comes into Court, sitting as a Court of Equity and files his order to docket a Case wherein appears as John M. Roberts Assignee of Mortgagee Complainant and Lizzie S. H. Shipley and Edwin M. Shipley her husband Mortgagors Defendants and states that the matters and things therein mentioned and set forth are true as he believes and prays that he may be allowed to docket the same and proceed to a decree for sale of the property mentioned in the Mortgage from the Defendants to the Complainant, which order is in the words and figures following, Viz:

In the Circuit Court for Carroll County. Sitting as a Court of Equity Proceedings under the Code of Public General Laws, Article 66 relating to Mortgages, James H. Billingslea, Clerk,

Please docket the above entitled cause, and file the accompanying Exhibits A and B, and docket and issue Writs of John M. Roberts Assignee of Mortgagee,

Eldredge & Roberts
Solicitors for Assignee

Exhibit A. Is the original of the Mortgage from Lizzie S. H. Shipley Husband to Charles B. Roberts, dated April 26th 1895 for the sum of $6186.00 assigned to William B. Thomas July 18th 1895. & assigned to John M. Roberts for collection Jany. 4th 1898. Which Mortgage & assignments are recorded among the Real Estate Mortgage Records of Carroll County in Liber B.B.6. No 37 folio 113 &c

Exhibit B.

$6186.00 Carroll County, Md July 7th 1894.

Twelve months after date, We jointly and severally promise to pay to Charles B. Roberts, or order, Six thousand one hundred and eighty six dollars for value received, with interest from date.

Witness W. Benj Violette
Europes

Lizzie S. H. Shipley
Edwin M. Shipley.

Interest paid on the within note to June 27th 1895.
1894 July 7th For value received I hereby assign the within note to

the extent of one half interest to William B. Thomas, or order without recourse
to me.
Chas B. Roberts
Cr. July 5 1898. By cash pd on a/c interest on the within note of Com
has accounting to $32.50
1898 January 4. For value received we hereby assign the within
note to John M. Roberts for Collection.
Wm B Thomas.
Charles B. Roberts.

Assignee's Bond.

Know all men by these presents That we John M. Roberts, William B. Thomas
and Charles B. Roberts of Howard County and State of Maryland, are held
and firmly bound unto the State of Maryland, in the full and just
sum of twelve thousand dollars, to be paid to the said State or
its certain Attorney, to which payment well and truly to be made,
we bind ourselves and each of us, our and each of our heirs, execu-
tors and administrators jointly and severally, firmly by these pres-
ents, sealed with our seals, and dated this fourth day of January in
the year of our Lord, One thousand eight hundred and ninety six.
Whereas by deed of Mortgage dated the twenty eighth day of June
1895, and duly recorded in Liber C.B.C. No 87, folio 138, one of the
Mortgage Records of Carroll County, certain real estate and proper-
ty in said Carroll County and therein described was conveyed by
Lizzie A. Shipley and Eleanor A. Shipley unto said Charles
B. Roberts, to secure the payment of certain moneys and the in-
terest as set forth in said Mortgage, and in said Mortgage is con-
tained a clause authorizing a sale of the Mortgaged premises by the
Mortgagee his Executors administrators or assigns in case of default
being made in payment of the Mortgage debt or the interest thereon
or in any covenant condition or agreement therein, which said
Mortgage was in part assigned by William B. Thomas on July 18 1895, and
was duly assigned by said Charles B. Roberts and William B. Thomas to
John M. Roberts for Collection on the 4th day of January 1898, which said as-
signments have been duly recorded. And whereas default has been
made in the payment of the principal and interest of said Mortgage note
and in other conditions of said Mortgage, and by virtue of the
authority given in said Mortgage the above bounden John M. Roberts
is about to sell the Mortgaged property. Now the condition of the
above obligation is, such, That if the above bounden John M.
Roberts, do and shall abide by and fulfill any order or decree which
shall be made by any Court of Equity in relation to the sale of
said Mortgaged property, or the proceeds thereof, upon the above
obligation to be void otherwise to remain in full force and
virtue in law.
Signed Sealed and delivered in the
presence of

John M. Roberts (Seal)
Charles B. Roberts (Seal)

Jones vs. J. Brooks Long.
Bond & Sureties Jany 5th 1898.
Report of Sale.

Test: Wm. B. Thomas Clerk
Jas. H. Billingslea, Clerk.

John M. Roberts
Assignee of Mortgagee.
vs
Lizzie S. H. Shipley and
Edwin M. Shipley her
husband.

In the Circuit Court for Dorchester County.
Sitting as a Court of Equity.
No 3610 Equity.

To the Honorable the Judges of the Circuit Court
for Dorchester County, Sitting as a Court of Equity.
The report of John M. Roberts, Assignee of Mortgagee
acting in pursuance of the power of sale contained in the Mort-
gage filed among the proceedings in this cause, to make sale of
Estate of Real Estate and personal property therein mentioned & report
fully shows that after giving Bond with Security for the faithful
discharge of his trust, and after giving notice of the time place
manner and terms of sale, by advertisement in the "Cambridge
Advocate" and "Democratic Messenger" two newspapers printed
and published in the City of Baltimore, in Cecil County and
State of Maryland, for more than three successive weeks before the
day of sale, as well as per the Certificate of Publication
herewith filed, and marked respectively Exhibit A and B, pro-
ceeded to sell the same as part of his report, and also by hand
bills extensively circulated throughout said County, he
did pursuant to said notice attend on the premises
situate in Hoopers District in Cecil County, and State aforesaid,
on the fourth day of February in the year eighteen
hundred and ninety eight at eleven o'clock A.M. and there
and then proceed to sell said property.
In the first place the said John M. Roberts Assignee of Mortgage, as afore-
said offered at public sale a part of said Real Estate to the highest
bidder, containing one hundred and eighty nine acres more
or less, and sold the same to William B.
Hopkins, of Dorchester County and State aforesaid, he being then and there
the highest bidder therefor, at and for the sum of four thousand one
hundred and twenty five dollars, to be paid for in cash upon the
ratification of this sale by your Honorable Court.
And in the second place the said John M. Roberts Assignee of Mortgagee as a
foresaid offered at public sale, a part of said Real Estate to the high-
est bidder containing one hundred and four acres of land more
or less, subject to the life estate of a certain Eugenia Hughes and wife
of Hoopers Hughes, and sold the same to Lizzie S. H. Shipley and Edwin M.
Shipley both of aforesaid County and State aforesaid, they being then and
there the highest bidders therefor, at and for the sum of four hundred
and fifteen dollars to be paid in cash upon the ratification of
this sale by your Honorable Court. And in the third place the said

John M. Roberts assignee of Mortgagee as aforesaid offered at public sale the following described personal property, and sold the same to the highest bidders therefor at and for the respective amounts set opposite their respective names as follows Viz:

W. A. Carr.	2 housends	$ .80
Lizzie Shipley	lead bridle	.50
" "	" hames	2.00
" "	Horse pad	.10
" "	One Collar and Strap	2.00
" "	two sets breechings	12.00
" "	One collar	1.00
" "	one bridle	.50
" "	" "	1.00
W. A. Carr	One collar and two pads	.25
Lizzie Shipley	One Set lead Harness	3.00
" "	" Bridle	.25
" "	" Whip	.35
Harry Beecraft	One Sweigle shovel	.80
Lizzie Shipley	two shovel plows	1.00
Allen Collins	two shovel plows	.15
Lizzie Shipley	two Deers plows	.25
" "	three shovel plows	.70
" "	one Bissell plow	1.00
George Boone	One Woodcock shovel	.25
Lizzie Shipley	One hinge harrow	.50
" "	one wagon bed	2.00
Simon Gallipart	One Scoop	1.50
William R. Shipley	One S S harrow	.25
" " "	One Buckeye Mower	1.00
A. Phillips	One Binder	.50
William R. Shipley	One Roller.	1.50
Ella Shipley	One rake.	3.00
" "	One Webster Wagon	15.00
" "	One carriage	2.40
James B. Hewitt	One wagon and bed,	2.10
Charles L. Hughes	One hay Carriage	2.50
Charles L Hughes	One broad tread wagon	5.50
William R. Shipley	One bay horse named Tony	31.00
William R. Shipley	One bay horse named Charley.	5.50
Jennie Shipley	One old cow named Belle	21.00
L. H. Hoff	One roan cow	18.50
J. B. Dorsey	One wheat fan	4.75
N. J. Heyn	One Wheat Drill	16.50
W. R. Shipley	One Capt.	6.50
	Total amount of Sales of personal property	$ 169.40

25×10

32×10

25×10

All of which is respectfully submitted John M. Roberts.
Assignee of Mortgagee.

State of Maryland, Carroll County to wit:

I hereby certify that on this twenty fifth day of February, in the year, eighteen hundred and ninety eight, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Carroll County, personally appeared John M. Roberts the above named Assignee of Mortgagee and made oath in due form of law on the Holy Evangels of Almighty God, that the matters and facts stated in the aforegoing Report of Sale are true as therein set forth, to the best of his knowledge and belief, and that said sale were bona fide and fairly made,

William H. Baer, Justice of the Peace.

Order nisi on Sale

John M. Roberts
Assignee of Mortgagee &c
vs
Lizzie J. G. Shipley and
Edwin M. Shipley
Mortgagors

In the Circuit Court for Carroll County.
Sitting as a Court of Equity.
Ordered this 25 day of February, in the year, eighteen hundred and ninety eight that the sale of the Real Estate and Personal property mentioned in these proceedings made and reported by John M. Roberts Assignee of Mortgagee acting under the power of sale contained in the Mortgage filed among the proceedings in this cause be ratified and confirmed unless cause to the contrary thereof be shown on or before the 28th day of March next; provided a copy of this order be inserted in some newspaper printed in Carroll County once a week for three successive weeks before the 21 day of March next. The report states the amount of sales to be $4970.00

Jno. H. Billingslea. Clerk.

Printer's Certificate.

Westminster Md. March 29 1898.

We hereby certify that the annexed Order nisi in case was published once a week for three successive weeks prior to the twenty first day of March 1898, in The Democratic Advocate, a newspaper published in Carroll County, Md. Vandeford Bros.
Editors and Publishers.

Order ratifying Sales

John M. Roberts
Assignee of Mortgagee
vs
Lizzie J. G. Shipley and
Edwin M. Shipley Her husband
Mortgagors

In the Circuit Court for Carroll County
Sitting as a Court of Equity.
No 3610 Eq Docket

Ordered by the Circuit Court for Carroll County, sitting as a Court of Equity, this 29 day of March in the year eighteen hundred and ninety eight that the sale made and reported in this cause by John M. Roberts, assignee of Mortgagee of said leased

the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the preceding Ordinance. And it is further ordered that this cause be and the same is hereby referred to the Auditor of this Court to state an account in which he is directed to allow to the Assignee of Mortgagee the usual commissions and such proper expenses for which he shall produce satisfactory vouchers, and the Auditor shall report said account subject to the further order of this Court.

S. Thomas Jones,
Judge.

John M. Roberts Assignee &c
of Mortgagee &c
vs
Lizzie S. E. Shipley and
Edwin M. Shipley her husband
Mortgagors

No 3616 Equity
In the Circuit Court for
Kanawha County, In Equity
In the Vacation of the Judges of
the Circuit Court for Kanawha County sitting
as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court passed in this cause, he has examined the papers filed in the cause, and having first stated the matters hereinafter reported, he finds and states the amount due on a Mortgage Claim, which is herewith filed, he then charges the Assignee with the purchase money in his hands and thereby allowed him his commissions and expenses, and all other costs to be allowed.

The whole balance of purchase money then left in his hands is $428.12 to be distributed to John M. Roberts Assignee of William B. Thomas Assignee and Charles B. Roberts Mortgagee in part payment of his Mortgage Claim of $687.25 debt and interest which belongs to the 1st Element of Mortgage Claim herewith filed which balance on the date of the ratification of sale, March 29 1898 applied to said Mortgage Claim to the extent of leaving due, including date Eighty nine 15/100 dollars. All of which is respectfully submitted.

1898 June 3rd.

Jno. Q. Dickinson Jr. Auditor.

The Mortgaged Real Estate and Personal property of Lizzie S. E. Shipley and Edwin M. Shipley her husband. On account with.

John M. Roberts Assignee &c,

Debtor

1898. February 4th	By Sale of the Mortgaged Real Estate thereof made by the Assignee &c. to William B. Thomas as appears by his Report filed in this cause February 25 1898, amounting to the sum of.	$ 412.50
1898 February 4th	By Sale of the Mortgaged Real Estate thereof made by the Assignee &c. to E. E. Ellen Shipley and Jennie Shipley subject to the life estate of a Certain Eugenia Knights.	

as appears by his report filed in this Cause, February 25th 1898.
Amounting to the sum of $ 416.00

1898 February 4th By Sales of the Mortgaged personal property thereof made by the Assignee &c. to various persons, as appears by his report filed in this Cause February 25th 1898 aggregating the sum of 169.40

Amounting to $ 4710.40

Credit

To the Assignee &c. for his commissions 171.31
To the Assignee &c. Amount paid Joseph M. Benet, for auctioneering Sales per Voucher No 1 filed. 5.00
To the Assignee &c. Amount paid H. A. Coulbourne for Clerking Sales per Voucher No 2 filed 5.00
To the Assignee &c. Amount paid John H. Wales for measuring Corn, per Voucher No 3 filed 2.00
To the Assignee &c. Amount paid Joseph L. Brandenburg, Collr. Taxes for 1896 & 1897. per Voucher No 4 & 5 filed, 88.27
To the Assignee &c. for Stamps Vouchers No 6 for printing per Voucher No 6 filed, 22.75
To the Assignee &c. for Stamps E. J. Richardson. for printing per Voucher No 7 filed. 15.00
To the Assignee &c. for Messrs Clabaugh & Roberts, Solicitors for professional services rendered per Voucher No 8 filed costs as taxed by the Clerk. 75.00
To Clabaugh & Roberts, Solicitors Assurance fee, 10.00
To Jas. H. Billingslea, Clerk, 18.45
To Publication Order in this Account. 1.50
To Wm. H. Bayne acting Auditor, Making Statement of Mortgage Claim, stating this Account &c, 9.00

Amount of Expenses $ 423.28

To John M. Roberts Assignee & William B. Thomas Assignee, and Charles B. Roberts, Mortgagee the whole balance of purchase money Debt $ 4287.12 in part payment of this Mortgage Claim of $ 6876.25 Debt and Interest & which appears by the Statement of Mortgage Claim filed, which Balance on the date of the ratification of Sale March 29th 1898 failed to pay said Mortgage Claim to the extent of $ 2589.13 the sum of 4287.12

Amount of Sales, $ 4710.40

Auditor's Report

John M. Roberts Assignee of Mortgagee &c vs Lizzie S. Shipley and Edwin H. Shipley her Husband Mortgagors

No 3610 Equity.

In the Circuit Court for Carroll County

Ordered this 3rd day of June A.D. 1898, that the Account of the Auditor filed in

this cause, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 21st day of June inst: provided a copy of this Order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.

Jas. H. Billingslea. Clerk,

Printers Certificate

Westminster Md. June 21 1898

We hereby certify that the annexed Order was published for two successive weeks prior to the 21st day of June 1898 in the Democratic Advocate, a newspaper published in Carroll County Md.

Vandeford Bros.
Editors and Publishers.

Order ratifying Order.

Ordered this 21st day of June, 1898, that the aforegoing account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice as by law is required has been given in compliance with the aforegoing order nisi, while the assignee is directed to pay over accordingly.

J. Thomas Jones.

Recorded

By

Jas. H. Billingslea. Clerk,

Third Account of Auditor in No 2225 Equity,

No 2225 Equity.

In the Circuit Court for

Carroll County in Equity.

John H. Hollingsworth and
Richard J. Hollingsworth
surviving Trustees
vs.
Edward Ireland Jr.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the order of your Honorable Court passed in this Cause, he has examined the papers filed in the Cause, and therefrom stated the within Third Account as follows, He charges the sole surviving acting Trustee with the amount of Trust Funds in his hands, with the interest thereon as stayed by his Petition and Order filed in this Cause March 25 1898, amounting in the aggregate to the sum of $2633.59 and claims allowed him his Commissions and all disbursements made by him to Edward Ireland Jr. on account of Trusts, and all disbursements on account of Taxes Insurance &c, also allowed all his Costs and expenses in the above cause including the Auditors fee & Solicitor for funeral expenses of said Edward Ireland & all other allowances aggregating the sum of $649.31 leaving the Balance of Trust Fund or Estate the sum of $1984.28 which the Auditor distributed among the Creditors & Legatees of said Edward Ireland Junior & heirs and Devisees as provided by the Deed of Trust, a copy of which is filed in this Cause as follows, to wit:

To Thomas Ireland, a son of said Edward Ireland Jr. the 1/4 share of $496.07

To Elizabeth Ireland (now the wife of Thomas Glass) a daughter of said Edward Ireland Junior, the 1/4 share of $496.07

The distributive share of George Ireland a son of said Edward Ireland Junior Dr. the 1/4 share of $496.07

the Auditor distributed as follows $207.38 thereof to William B. Thomas in payment in full of his claim under the Assignment from said George Ireland to him dated March 14 1898, recorded March 14 1898 at 11 Oclk A.M. among the Chattel and Bond Records of Carroll County, in Liber J.H.B. No 78 folio 1354, and filed in this Cause March 14 1898, The balance of said distributive share to wit the sum of $291.69 he distributed to the said George Ireland.

The distributive share of Benjamin C. Ireland a son of said Edward Ireland Junior Dr. the 1/4 share of $496.07 the Auditor distributed as follows: $221.31 thereof to Reuben Russell in payment in full of his claim under the Assignment from the said Benjamin C. Ireland to him dated March 14 1898, recorded March 22 1898 at 10 45 Oclk A.M. among the Chattel and Bond Records of

Carroll County in Liber B.B.6. No. 78, folio 132 &c, and filed in this cause March 17 1898. The balance of said distributive share Dr. $2274.75 Dr. William B. Thomas assignee of Charles B. Roberts and William T. Thomas in part payment of his attachment claim of $1303.75 debt interest and costs, which appears by the proceedings of Attachment therein against the estate of Edward Ireland deceased, which balance of said distributive share on the date of this Supplement (April 6, 1898) with the aforesaid attachment claim to the extent of twenty eight hundred dollars.

All of which is respectfully submitted,

1898 April 6th. Wm. Blandgatine Executor.

The Trust Estate of Edward Ireland Junior.

In account with

Richard J. Bellingsworth Sole Surviving Acting Trustee,

Debtor.

By Amount of Trust Fund, in the hands of the Sole Surviving Acting Trustee invested by him in Two $1000. Suffolk and Carolina Rail Road Bonds and $224.84 in Stock of the Maryland Fire Insurance Company of Baltimore, as appears by the Second Account of the Executor filed in this Cause, February 7th 1895. and by the Trustees Petition and Final Report filed in this Cause March 25 1898, the sum of		$2224. 84
By Amount received by the Sole Surviving Acting Trustee being interest on said Two $1000.00 Suffolk & Carolina Rail Road Bonds as appears by his said Petition and Final Report filed in this Cause March 25 1898 the sum of		360. 00
By Amount received by the Sole Surviving Trustee being interest on said $224.84 invested in stock of the Maryland Fire Insurance Company of Baltimore as appears by his said Petition and Final Report filed in this Cause March 25th 1898 the sum of		48. 75
Amount of Trust Estate		$2633. 59

Credit.

To the Sole Surviving Acting Trustee for his Commissions on $408.25 Dr. bal. $204.14 less the sum of $19.00 being Amount retained by him as Commissions out of the Payments made by said Dr. said Edward Ireland Junior as per Vouchers Nos 2-5-7 filed, leaving the sum of		$ 11. 42
To the said Trustee Amount paid Oliver P. Buckingham Collector Taxes for 1894 $62.50 also Amount retained by Trustee expense of Ship. to Sam $5.00 also retained his Commissions $2.64 all of which appears by Vouchers Nos 1-2. filed. aggregating the sum of		69. 75
To the Trustee Amount paid Baltimore Fire and Guarantee		

Company, Receipt No 86. Also said Mrs. Deonis Collateral Tax for 1895 $5.95
Also said Tax Also retained Commissions $3.00 all of which appear by
Vouchers, Nos 3, 4 & 5 filed, aggregating the sum of $ 68.88
To the Trustee aforesaid Edward Ireland Junior $54 Also said Fire
Insurance for 1895 = $6.37 Also said Baltimore Insurance Co
Company Receipt No 86 Also retained Commissions $3.82 all of which
appears by Vouchers Nos 6 & 7 filed, aggregating the sum of 69.73
To the said Trustee aforesaid Mrs. H. Stevens Attorney for Edward Ireland
the Amount of their Claim and interest against said Edward Ireland
appears by Voucher No 8 filed — 112.00
To the said Trustee aforesaid Joseph J. Brandenburg Collateral Tax
for 1896 per Receipt No 85 filed 64.67
To the Trustee aforesaid said Joseph J. Brandenburg Collateral Tax for
1897, per Receipt No 10 filed, 33.59
To the Trustee aforesaid said Milton Dance, Fire Insurance
for 1896, per Voucher No 11 filed, 6.37
To the Trustee aforesaid said Milton Dance Fire Insurance,
for 1897, per Voucher No 12 filed, 5.31
To the Trustee aforesaid said Milton Dance Fire Insurance
for 1898, per Voucher No 13 filed, 6.37
To the Trustee to pay E. L. Selby for Clerk hire services at
General Sale of said Edward Ireland Junior, Embalming
Body &c per Voucher No 14 filed, 100.00
To the said Trustee to pay Receivers and Registers Fees
for professional services allowed per Voucher No 15 filed, 75.00
To Jas. A. Billingsley, Clerk, 11.20
To Publication Order dated in this Estate Account 1.50
To the Register of Wills Auditor & Examination of Papers,
Making Statements & Attachments Claim against the Estate
of Edward Ireland Stating this Account &c, 03.50
Amount of Allowances &c. $ 649.31
Balance for distribution 1984.28
Amount of Estate $ 2633.59

Balance for distribution brought forward, $ 1984.28
and distributed among the surviving Children of said
Edward Ireland Junior share and share alike as pro-
vided by the Deed of Trust a copy of which is filed
in this cause & viz:
To Thomas Ireland a son of said Edward Ireland
Junior the ¼ thereof. $ 496.07
To Elizabeth Ireland now the wife of Thomas Lassell
a daughter of said Edward Ireland Junior the
¼ thereof, 496.07

The distributive share of George Ireland, a son of said Edward Ireland Junior to wit: the 1/4 thereof carried forward and distributed. $ 496 07

The distributive share of Benjamin C. Ireland a son of said Edward Ireland Junior to wit: the 1/4 thereof — carried forward and distributed. 496 07 xxxx xx

$ 1984 28 $ 1984 28

The distributive share of George Ireland brought forward and distributed as follows, $ 496. 07

To William B. Thomas, in payment in full of his claim under the assignment from said George Ireland, to him dated March 11th 1898. Recorded March 14 1898. at 11 Oclk A.M. among the Deeds and Land Records of Kennell County in Liber C.B. No 18 folio 125 &c, and filed in this Cause, March 14 1898. to wit: the sum of $ 204.38

To George Ireland the balance of said distributive share the sum of. 291.69 xxxx xx

$ 496 07 $ 496 07

The distributive share of Benjamin C Ireland brought forward, $ 496. 07

and distributed as follows,

To Wister Russell in payment in full of his claim under the assignment from said Benjamin C. Ireland to him dated March 14 1898. Recorded March 22nd 1898 at 10 45 Oclk A.M. among the Deeds and Land Records of Kennell County in Liber C.B. No 18 folio 132 &c, and filed in this Cause March 17th 1898. to wit: the sum of $ 221.31

To William B. Thomas, Assignee of Alexander B. Roberts and William H. Thomas, the balance of above distributive share to wit: $ 274.76 in part payment of his attachment claim of $ 393.75 debt, interest and costs which appears by the Statement of Attachment claim against the interest of Benjamin C. Ireland, pending in said Court which balance of said distributive share on the date of this Third Account, (June 1st 1898) pays and pays said Attachment claim to the extent of $ 28.92 the sum of. 274.76 xxx xx

$ 496 07 $ 496. 07

Order Nisi

John H. Hollingsworth and Richard J. Hollingsworth Surviving Trustees vs Edward Ireland Jr. } No 2225 Equity. In the Circuit Court for Kennell County.

Ordered this 1st day of June A.D. 1898. that the Third Account of the Auditor filed in this cause, be finally ratified and confirmed, unless cause to the contrary thereof,

be shown on or before the 18 day of April inst. provided a copy of this order be inserted for two successive weeks before the last named day, in some newspaper published in Carroll County.

Jas. H. Billingslea, Clerk,

Order Adjudging Assets.

Ordered this 19th day of June A.D. 1895, that the aforegoing Account of the Auditor be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although notice appears to have been given as required by the aforegoing order, and the Trustee is directed to apply and pay over the said funds accordingly.

Charles B. Roberts.

Recorded &c.

per Jas. H. Billingslea. Clerk,

25 × 10
32 × 10
25 × 10

Maryland, Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Westminster, in Carroll County in the State of Maryland, on the first monday of May (it being the 2nd day of that same Month) in the year of our Lord One thousand eight hundred and ninety eight,

Present

The Hon. Chas. B. Roberts. Chief Judge.

Ephraim Harris Esq. Sheriff.

Jas. C. Billingslea. Clerk.

Among other were the following proceedings to wit:

Be it remembered that heretofore to wit: on the 24th day of January A.D. 1898. Henly E. Baer et al &c. by Theodore D. & Fleming Isaac H. Bond Esqrs. their Attorneys Came here into said Court sitting as a Court of Equity and filed their Bill of Complaint which is in form and words as follows to wit:

Henly E. Baer and Alice Baer his wife. Charles E. Baer and Eugene Baer his wife Minnie L. Koontz and Lewis H. Koontz her Husband Maggie M. Haines and Nathan Haines her Husband. William S. Baer, Jesse C. Baer. and Caroline his wife Hannah Baer and Mary Elizabeth Baer Complainants

vs

Elmer S. Baer Harry F. Baer and Carrie V. Baer Defendants

No 3614 Equity.

In the Circuit Court for Carroll County.

To the Honorable the Judges of said Court.

Your Orators Complaining say,

1st That a certain James Baer deceased late of Carroll County State of Maryland, on the [illegible] day of May 1890, being at the time a resident of said State and County, and leaving a last will and testament which was duly admitted to probate by the Orphans Court of Carroll County, Maryland, on the 27 day of June, 1890, as recorded in Liber of Wills No. [illegible] folio 403, in the Office of the Register of Wills of said Carroll County.

2nd That by the provisions of said will said Testator devised and bequeathed as follows, I give and bequeath to my dear wife the residue of my estate, during her natural life & shall full control over it, consisting of the following portions of land, hereinafter named that is to say: The farm or tract I now reside, containing one hundred and forty seven acres, three roods and twelve perches which I obtained from my father Samuel Baer. Also one hundred and forty two square perches of land which I obtained from John Harris also six acres, two (2) roods and thirty square perches of land which I obtained from John Fike. the said farm I die kept in good condition by my wife during her life and all the taxes paid. the said farm I die gained by my son—

Continued on Page 96.

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the city of Westminster in Carroll County, in the State of Maryland, on the first Monday of March it being the 2nd day of the same month, in the year of our Lord One thousand eight hundred and ninety eight.

Present

The Hon. Charles B. Roberts. Chief Judge.

Ephraim Keefer Esq. Sheriff.

Jno. H. Billingslea. Clerk.

Among other were the following proceedings viz:

On the 18 day of September A.D. 1896 Clinton C. Bishop Trustee by James A. Bond Esq. his Solicitor Comes here into Court, sitting as a Court of Equity, and files his Petition, which appears in form words and figures as follows viz:

Clinton C. Bishop Trustee Plaintiff
vs
William Keefer Defendant

In the Circuit Court for Carroll County.
No 3478 Equity.

To the Honorable the Judges of said Court.

The Petition of Clinton C. Bishop of Carroll County in the State of Maryland respectfully represents:

First: That heretofore viz: On the 13 day of August 1896 William Keefer, did by his deed duly executed and delivered grant, convey and assign unto your Petitioner all of the estate, real personal and mixed of which the said William Keefer, died seized or was by your petitioner for the purposes as in said deed declared, all of which will more fully appear by reference to a certified copy of said deed hereunto filed and marked Exhibit A. which together with all other exhibits filed herein by your petitioner may or may be taken and considered as part of this petition.

Second: Your Petitioner further shows, that he accepted said trust deed & has said deed duly recorded with the Clerk of this Court, for the due execution of the trust confered upon him by said deed as shown by a certified copy of said deed hereunto filed and marked Exhibit B.

Third: That your petitioner is desirous of settling the trust estate of said William Keefer, under the supervision and control of this Court, and to that end may it your Honors to pass an order assuming jurisdiction in the premises and to take supervision and control over your petitioner and said estate and as in duty bound &c. Clinton C. Bishop

Jas. A. Bond. Solicitor, Trustee and Petitioner.

State of Maryland Carroll County Sscit:

I hereby certify that on this fifteenth day of September in the year eighteen hundred and ninety six before me the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County personally appeared Clinton J. Lippy the within Petitioner and made oath on the Holy Evangels of Almighty God that the matters and things stated in the aforegoing Petition are true as therein set forth to the best of his knowledge and belief.

Daniel L. Devilbiss, J.P.

Exhibit A. Is a Copy of a deed of Trust from William Keefer to Clinton J. Lippy dated August 13th 1896. which deed is recorded among the Land Records of Carroll County in Liber B.P.C. No 85 folio 192 &c

Exhibit B. Is a Copy of a Bond from Clinton J. Lippy to State of Maryland dated August 13 1896. which Bond is recorded among the Latter Bond Records of Carroll County in Liber B.P.C. No 7 folio 286 &c,

Order of Court assuming jurisdiction &c,

No 3478 Equity.

Clinton J. Lippy Trustee and Plaintiff vs William Keefer Defendant.

In the Circuit Court for Carroll County.

In the Matter of the Trust Estate of William Keefer.

Ordered on the aforegoing petition this 18 day of September, 1896. that the Circuit Court for Carroll County, sitting as a Court of Equity, take jurisdiction of the Trust estate of the said William Keefer and that the Trustee settle said Trust estate under the supervision and control of the said Court, and it is further ordered that Clinton J. Lippy the Trustee in the above cause mentioned, give notice to all persons having claims against William Keefer, to file said claims properly authenticated with the Clerk of the Circuit Court for Carroll County, on or before the 26 day of November 1896, by causing a copy of this Order to be inserted in some newspaper published in Carroll County once a week for four successive weeks before the 2 day of November next.

Charles B. Roberts.

Report of Sale.

No 3478 Equity,

In the Matter of the Trust Estate of William Keefer. Clinton J. Lippy Trustee } For Carroll County.

In the Circuit Court

To the Honorable the Judges of said Court.

Clinton J. Lippy Trustee and Plaintiff in this case respectfully reports to your Honorable Court.

1. That having given Bond in the case as required by law, and accepted the Trust conferred upon him by the Deed of Trust hereinbefore mentioned a copy of which is filed herein, as Exhibit A. he did pursuant to the power and authority given in and by said deed, sell at private sale unto Mary Keefer, wife of William Keefer, the grantor, of

Carroll County Maryland. All the real estate and farm consisting of 163 acres of land more or less. situate in Manchester District Carroll County Maryland. and conveyed by said deed of trust, or and for the sum of three thousand and five hundred dollars. One paid in Cash on the day of the ratification of said sale by this Court, That said sale was made to the said Jno. T. Keefer for said sum of Money and at said price. And with the further understanding and consideration that the releases all claim of dower or potential right in said land and as evidence thereof he files his certificate of purchase herewith filed marked Exhibit B.

2. That in the opinion and judgment of your Trustee he considers the sale made and herein reported for the best interest of the Creditors of said William Keefer, deceased as he has reason to believe that the purchaser has complied heretofore by his agent as Trustee for said sum of money and has furnished security to the satisfaction of your Trustee and for the payment thereof. All of which is respectfully submitted.

Clinton V. Leister, Trustee.

Exhibit B.

This is to certify that I, John T. Keefer the undersigned, has purchased of Clinton V. Leister Trustee of my husband, William T. Keefer, all that Real Estate and farm, consisting of 163 acres of land more or less, situate in Carroll County Maryland, and being in Manchester District, and being the same land which the said William T. Keefer conveyed by a deed of trust to said Clinton V. Leister recorded among the Land Records of Carroll County, at and for the sum of Three Thousand Five hundred dollars cash, to be paid on the ratification of said sale by the Circuit Court for Carroll County in Equity, unless a further and additional consideration be paid by said John T. Keefer hereby releases and waives all claim of dower or potential right of dower in said land. December 11 1896

Witness Clinton V. Leister. John T. Keefer

State of Maryland, Carroll County, to wit:

I hereby certify that on this 11th day of December, in the year eighteen hundred and ninety six before me the subscriber a Justice of the Peace of the State of Maryland, in and for Carroll County, personally appeared Clinton V. Leister, Trustee, as aforesaid and made oath on the Holy Evangely of Almighty God that the matters and things stated in the foregoing report of sale are true as therein stated to the best of his knowledge and belief and that the sale was duly made

Daniel L. Devilbiss J.P.

Order nisi on Sale.

In the Matter of the Trust Estate of William T. Keefer. Clinton V. Leister, Trustee } No 3478 Equity. In the Circuit Court for Carroll County.

Ordered this 15th day of December 1896

Rep of the sale of the real estate made and reported in the above entitled cause by Clinton J. Lefty, Trustee, under and by virtue of a deed of trust from William Healer, be finally ratified and confirmed, unless cause to the contrary be shown, on or before this 15th day of January next; Provided a copy of this order be inserted in some newspaper published in Carroll County, Maryland, once a week for four successive weeks prior to the said 15th day of January next.

The report states the amount of sale to be $350.00

J. Thomas Jones.

True Copy Test,

Westminster, Md. January 16th 1897.

We hereby certify that the annexed Order nisi in the case was published once a week for four successive weeks prior to the 15th day of January 1897, in The Democratic Advocate, a newspaper published in Carroll County, Md.

Gaither & Bro.
Editors and Publishers.

Order ratifying Sales.

No 3478 Equity.

In the Circuit Court for Carroll County in Equity.

In the Matter of the Trust Estate of William Healer. / Clinton J. Lefty, Trustee

Ordered by the Court, this 16th day of January, 1897 that the sale of the Real Estate, made and reported by Clinton J. Lefty, Trustee, be and the same is hereby finally ratified and confirmed unless cause to the contrary thereof hearing been shown on or before the 15th day of February next provided a copy of this order be inserted in some newspaper published in Carroll County, Md. once a week for four successive weeks prior to the 15th day of January next; The report states the amount of sales to be $350.00

True Copy Test,

Chas. B. Roberts, Clerk.

Auditor.

No 3478 Equity.

In the Circuit Court for Carroll County in Equity.

In the Matter of the Trust Estate of William Healer. / Clinton J. Lefty, Trustee

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court passed in this cause he has stated the accounts filed in the cause, and therefore states the within account as follows, He first made the "Statement of Claims" which is herewith filed. He then charged the Trustee with all the trust funds in his hands and thereto allowed him his Commissions and expenses and all costs taxed or due allowed as provided by the Deed of Trust a copy of which is filed in this Cause. He then distributed the amount of sales to the Trustee being the amount paid by him to the said William Healer being the

exceptions provided by said deed of Trust. The whole balance of Trust Funds in said Trustees hands, $116.35 he distributed among the Creditors of said William Kelaer whose claims appear by the "Statement of Claims" herewith filed at the rate of .94 1538136 cents in the dollar. Further reports that under and by directions of the Order of your Honorable Court passed and filed in this Cause the Trustee gave notice to the Creditors of said William Kelaer to file their claims, respectively proven and authenticated with the Clerk of the Circuit Court for Carroll County, which notice has expired,

1898 March 1st. All of which is respectfully submitted,

Jno. J. Bachenheimer. Auditor.

The Trust Estate of William Kelaer.

In Account with Clinton J. Lippy Trustee.

Debtor.

By Sale of the Real Estate made by the Trustee at private Sale to Mary Kecaler wife of William Kealer. Consisting of 163 acres of land more or less, for the sum of $3500.00 and with the further understanding and consideration that she abandon all claim of dower in said land, as fully appears by Trustees report of Sale and Exhibit thereto filed in this Cause December 5 1896, said sale amounting to the sum of	$	3500 00
By Sale of Sales of all the growing Crops and personal property made by said Trustee as appears by his report of Sale of personal property, filed in this Cause May 25 1897. amounting to the sum of		335. 99
By Amount of dividend allowed and distributed to said William Kelaer on his claim filed in Cause No 3457. Equity being the Trust estate of Adam Rohbach, said claim being No 46 in Statement of Unpresented claims, and the Account of the Auditor filed in said Cause No 3457. Equity as appears by the instructions to the Auditor filed in this Cause Dec 5th the sum of		13. 84
Total amount of Trust Estate	$	3849. 83

Credit.

To the Trustee for his Commissions as provided by the Deed of Trust.	$	307. 99
To the Trustee amount paid Jacob Rudy Collector Taxes for 1896. See Voucher No 1 filed		37. 04
To the Trustee amount paid Jacob H. Bloecher for Abstract See Voucher No 2 filed		54. 00
To the Trustee Chas Baumgardner Bros. for printing See Voucher No 3 filed.		9. 00
To the Trustee Chas James H. Bond Solicitor for professional services rendered See Voucher No 4 filed		160. 00

Costs as taxed by the Clerk.

To James A.C. Bond. Solicitor aforesaid fee.	$	10. 00
To Jas H. Billingslea. Clerk,		26. 95
To Publication Order nisi as on this account.		1. 50
To Jno J. Baumgartner Auditor. getting up claims and vouchers, Examination of Papers, Calculations Making Statement of Claims Stating this Account &c,		27. 00
Amount of Expenses &c,	$	633. 48
To the Trustee amount paid William Keller being the Exemption provided by the Deed of Trust. a copy of Docket in said Cause per Voucher No 5 filed		100. 00
Balance for distribution,		3116. 35
Total Amount of Trust Estate,	$	3849. 83

Balance for distribution brought forward. $ 3116. 35

And distributed among the Creditors of said William Keller whose Claims appear by the Statements of Claims herewith filed at the date of Sept. 1538136 Cents in the dollar.

No.	Names of Creditors	Amt. of Claim		Dividend			
1	Shrewsbury Savings Institution On its claim of.	$ 455.	53	$ 428.	90		
2.	First National Bank of Glen Rock Pa, On its claim of	794.	61	748.	15		
3	The Taneytown Savings Bank On its claim of	760	36	715.	91		
4	The Farmers & Mechanics National Bank of Westminster Md. on its claim of.	265.	33⅓	249.	84		
5.	First National Bank of Hanover Pa. On its claim of.	396	09	372.	93		
6	Wm Keller on her claim of.	606.	40	570.	95		
7	Nimrod Armstrong on his claim of	13.	31	12.	53		
8	Samuel and Levi Stemmer on their claim of	14.	21	13.	38		
9	Jeremiah Yaingling on his claim of.	3.	99	3.	76	XXXX	XX
		$ 3309.	85⅓	$ 3116.	35	$ 3116.	35

Order nisi as on Audit.

In the Matter of the Trust Estate of William Keller. Clinton T. Lippy Trustee } for Carroll County.

No 3478 Equity

In the Circuit Court

Ordered this 3rd day of March A.D. 1898. that the Account of the Auditor filed

in this cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 21st day of March inst: provided a copy of this Order be inserted for two successive weeks before the last named day, in some newspaper published in Carroll County.

Jas. H. Billingslea. Clerk,

Printer's Certificate,

Westminster Md. March 22nd 1898.

We hereby certify that the annexed Order nisi or Audit was published for two successive weeks prior to the twenty first day of March 1898. in The Democratic Advocate, a newspaper published in Carroll County, Md.

Vandeford Bros.

Editors and Publishers,

Order ratifying Auditor.

In the Matter of the Equit. Estate of William Keefer Clinton D. Leister Trustee } No 2478 Equity. In the Circuit Court for Carroll County. In Equity

Ordered this 22nd day of March, 1898, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the foregoing report and Account of the Auditor, be and the same is hereby finally ratified and confirmed unless cause to the contrary thereof being shown, although due notice appears to have been given in accordance with the preceding Order nisi; and the said Trustee is hereby directed to pay the fund accordingly,

Charles B. Roberts,

Recorded & Eq'd

per Jas. H. Billingslea. Clerk,

Continued from page 88.

William T. Carr." "Item. I give and bequeath to my wife all my personal property consisting of household and kitchen furniture, all my stock and farming utensils, or whatever can be found on the farm: after the death of my wife, I give and bequeath the said farm to my son William T. Carr. during his natural life to have full control over it. After his death, the said farm and parcels of land, are to be sold and the proceeds to be equally divided between the children of the said William T. Carr. share and share alike.

3. That Sarah Carr wife of said testator departed this life in Carroll County, on the 21st day of January 1878.

4th That prior to the death of said Sarah Carr to wit: in or about the year 1876, said William T. Carr mentioned in the above provisions of said Will, as the son of testator departed this life in Carroll County Maryland.

5. That said William T. Carr. left surviving him the following children, Charles E. Carr a son, who now is intermarried with Alice Carr, Charles E. Carr a son, intermarried with Emma Carr. Minnie L. a daughter, intermarried with Lewis G. Zepp, Maggie M. a daughter intermarried with Nathan Hagies, William T. Carr a son. Jesse O. Carr a son intermarried with Cora Carr. Harry E. Carr a son, Mary Elizabeth Carr a daughter, Elenor S. Carr a daughter Harry E. Carr a son and Carrie E. Carr a daughter all which children are living, and residents of Carroll County Maryland, and all of age above twenty one years old, except Elenor S. Carr Harry E. Carr and Carrie E. Carr, who are infants under 21 years of age, and made defendants in this suit.

6. That the said real estate mentioned and devised by the will of James Carr deceased, lies in Carroll County Maryland and now belongs to the plaintiffs and Defendants, as the children of said William T. Carr. deceased. That the same was devised to the said James Carr under and by the will of Samuel Carr deceased, as mentioned, which was admitted to probate March 26th 1864, by the Orphans Court of Carroll County, and recorded in Liber J.W.B. No 3. folio 266. That the Testator, James Carr acquired the said parcel of land mentioned in his Will, as having been conveyed to him by James Harris, by deed dated the 9th day of September 1862, and recorded among the Land Records of Carroll County, Maryland in Liber W.B. E.H. No 29 folio 176, and the other parcel of land mentioned in said Will as acquired by him the Testator from whom title was obtained by deed dated 19 day of May 1855, and recorded among the Land Records of Carroll County, Maryland, in Liber J.B.S. No 19 folio 92.

7th That said Real Estate is now held by the plaintiffs and Defendants as tenants in Common, and cannot be divided amongst them without loss and injury to them the parties interested. That it is not

susceptible of partition among the parties interested, as aforesaid, and that it is to the interest of the parties concerned, that the same be sold, by a Trustee or Trustees, appointed by this Court, and the proceeds of said sale divided amongst them in accordance with their respective interests and rights. To the end therefore that said real estate may be sold, by a Trustee or Trustees, appointed by this Court, by its decree, passed in this cause, for the purpose of distributing the proceeds of the sale of said land among the parties interested, and that your Orators may have such further and other relief as they may be entitled, May it please your Honorable Court to grant unto your Orators the Writ of Subpoena, directed against the said Elenor V. Barr, Harvey E. Barr and Carrie V. Barr, Defendants in this case to be and appear in this Court on some certain day to be therein named, and your Orators will ever pray &c.

D. N. Henning
Jno. A. B. Boord
} Solicitors for Complts.

Answer of Infant Defendants.

Henly E. Barr et al
vs
Elmer V. Barr, Harvey E. Barr and Carrie V. Barr Infants
} No 3614 Equity.
In the Circuit Court for Carroll County, sitting as a Court of Equity.
To the Honorable the Judges of said Court.

The joint and several answer of Elmer V. Barr, Harry E. Barr, and Carrie V. Barr, infants by Edward O. Weaver, Solicitor and Guardian ad litem duly appointed by order of this Court, to the Bill of Complaint of Henly E. Barr et al against them in this Cause exhibited. These Defendants being infants, cannot admit any of the matters and things in said Bill alleged, and submit their rights thereunder to the protection of this Court,

Edward O. Weaver, Solicitor and Guardian ad litem for Infant defendants, Elmer V. Barr Harvey E. Barr and Carrie V. Barr,

Answer of Infant defendant.

Henly E. Barr et al
vs
Elmer V. Barr et al
} No 3614 Equity.
In the Circuit Court for Carroll County, sitting as a Court of Equity.
To the Honorable the Judges of said Court.

The Answer of Harry E. Barr infant by Edward O. Weaver, Solicitor and Guardian ad litem, duly appointed by Order of this Court, to the Bill of Complaint of Henly E. Barr et al against Elmer V. Barr et al in this Cause exhibited. This defendant being an infant cannot admit any of the matters and things in said Bill alleged and submits his rights thereunder to the protection of this Court,

And he duly prays &c, Edward O. Weaver,
Solicitor and Guardian ad litem for Infant defendant
Harry E. Barr.

Agreement for decree,

Kenly E. Carr & Charles E. Carr
vs
Elmer A. Carr et al

No 3614 Equity.

In the Circuit Court for Carroll County.
In Equity.

It is agreed this 12 day of March, 1898. That this case be and the same is submitted to the Court for an immediate decree.

Wm. T. Fleming Solicitor for Plaintiffs
Edward O. Weaver. Counsel Solicitor for Defendants.

Decree.

Kenly E. Carr et al
vs
Elmer A. Carr et al

In the Circuit Court for Carroll County, Sitting as a Court of Equity.
In the Circuit Court for Carroll County in Equity.

No 3614 Equity.

The above Cause standing ready for hearing, and the Bill and all other proceedings were by the Court read and considered, It is thereupon this fifteenth day of June in the year eighteen hundred and ninety eight, by the Circuit Court for Carroll County as a Court of Equity, Adjudged Ordered and Decreed, that the Real Estate mentioned in this Cause, be sold for the purposes stated in the Bill of Complaint, and to construe and execute the provisions of the Last Will and Testament of James Carr deceased referred to in the testimony in this Cause, by distributing the proceeds arising from the sales in question to the children of William T. Carr deceased alone alike, and that David T. Fleming and Charles T. Reifsnider be and they are hereby appointed Trustees to make sale, and that the Cause be docketed by number of their proceedings shall be as follows, they shall first give bond with the Clerk of this Court, in the sum of Twenty Thousand Dollars executed by themselves and a surety or sureties to be approved by this Court, or by the Clerk thereof for the penalty of Forty Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or else reposed in them by any further decree or Order in the premises. They shall then proceed to make the said sale having given at least three weeks notice by advertisements inserted in some newspaper published in Carroll County, Md. by such other mode as they shall think proper. Of the time place and terms of sale, which shall be as follows to wit: One third part of the purchase money shall be paid by the purchaser or purchasers to the Trustees on the day of sale, or upon the ratification thereof by this Court, and the residue shall be paid in two equal payments, the one to be paid in six months, and the other in one year from the day of sale with interest, and to be secured by the Notes of the purchaser or purchasers with security to be approved of by the Trustees, or the whole of the purchase money cash at the option of the purchaser. And as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their

proceedings relative to such sale, with an affidavit annexed of the truth thereof and of the fairness of said sale, and on obtaining the Court's ratification of the same and the judgment of the whole purchase money (and not before) the said Trustees shall execute and sufficient deed to be executed, acknowledged and recorded according to law on or to the purchaser or purchasers his her or their heirs the property and estate to him her or them sold free clear and discharged from all claim of the parties hereto Complainant and Defendant, and those claiming by from or under them or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the Costs of this suit, the expenses of said sale, and such Commissions to the said Trustees, as this Court may think proper to allow for the consideration of the said trusts and duties they shall have performed and discharged upon said trust.

Charles B. Roberts,

The Last Will and Testament referred to in the foregoing decree is the same referred to in the Bill of Complaint in this Cause,

Trustees' Bond

Know all men by these presents, That we David N. Hemming & Charles T. Reifsnider and John L. Reifsnider of Carroll County in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of five thousand dollars, current money, to be paid to the said State of Maryland or its certain Attorney; to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this Eighteenth day of March in the year of our Lord One thousand eight hundred and ninety eight, Whereas by a decree of the Circuit Court for Carroll County, as a Court of Equity, bearing date the fifteenth day of March, in the year eighteen hundred and ninety eight, and passed in a Cause in the said Court, wherein Henry C. Starr et al are Complainants and Elmer L. Starr et als are Defendants, the above bounden David N. Hemming and Charles T. Reifsnider have been appointed Trustees to make sale of certain Real Estate in the proceedings in said Cause mentioned, Now the condition of the above obligation is such that if the said David N. Hemming and Charles T. Reifsnider do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order of said Court in the premises then the above obligation to be void and of no effect, otherwise to remain in full force and virtue in law.

Signed Sealed and Delivered in the presence of
Charles T. Reifsnider Jr.

David N. Hemming. (Seal)
Charles T. Reifsnider (Seal)
John L. Reifsnider (Seal)

The above Bond is approved this 21st day of March 1898.

Jas. H. Billingslea. Clerk,

Report of Sale.

Stanley E. Barr and Alice Barr his wife and others Plaintiffs

vs

Elmer H. Barr. Harvey B. Barr and Jennie V. Barr Defendants.

No 3614 Equity.

In the Circuit Court for Kanawha County.

To the Honorable the Judges of said Court,

The report of David M. Fleming and Charles S. Ruffner Trustees appointed by the Decree in this Cause, to make Sale of Certain Real Estate therein mentioned and described, giving bond and security for the faithful discharge of their trust, as required by said Decree, and giving notice of the time place and terms of sale by advertisements in the "American Sentinel" and the Democratic Advocate, newspapers published in Westminster Carroll County Maryland, for more than three successive weeks before the day of sale, and by handbills extensively circulated in the vicinity of said premises, they did subsequent to said notice attend on the premises on Saturday the 16 day of April A.D. 1898 at two Oclock P.M. and then and there proceeded to sell said real estate as advertised.

Second. That Trustees in their said advertisements described said Real Estate as containing 137 acres of land more or less, and that a survey and plat of the same would be made before the day of sale, and a plat of the same would there be exhibited by which said land would be offered and sold.

Third That they did have a survey and plat of said Real Estate made by which the quantity of said land is ascertained to be 149 acres, 3 roods and 19½ perches more or less, as appears by said plat herewith filed as part of this their report marked Exhibit A. D. Trustees Report of Sale.

Fourth That they did attend on said premises on said day and year aforesaid, and then and there at the hour of two Oclock P.M. offered said Real Estate with the growing Crops, and premises thereunto appertaining according to said plat, by the quantity of 149 acres 3 roods and 19½ perches of land more or less, at public sale, to the highest bidder on the terms of sale as prescribed by the Decree passed in this Cause, and the highest bid received therefor was seventeen dollars per acre, which your Trustees declined to accept, and did not then sell the same for said bid.

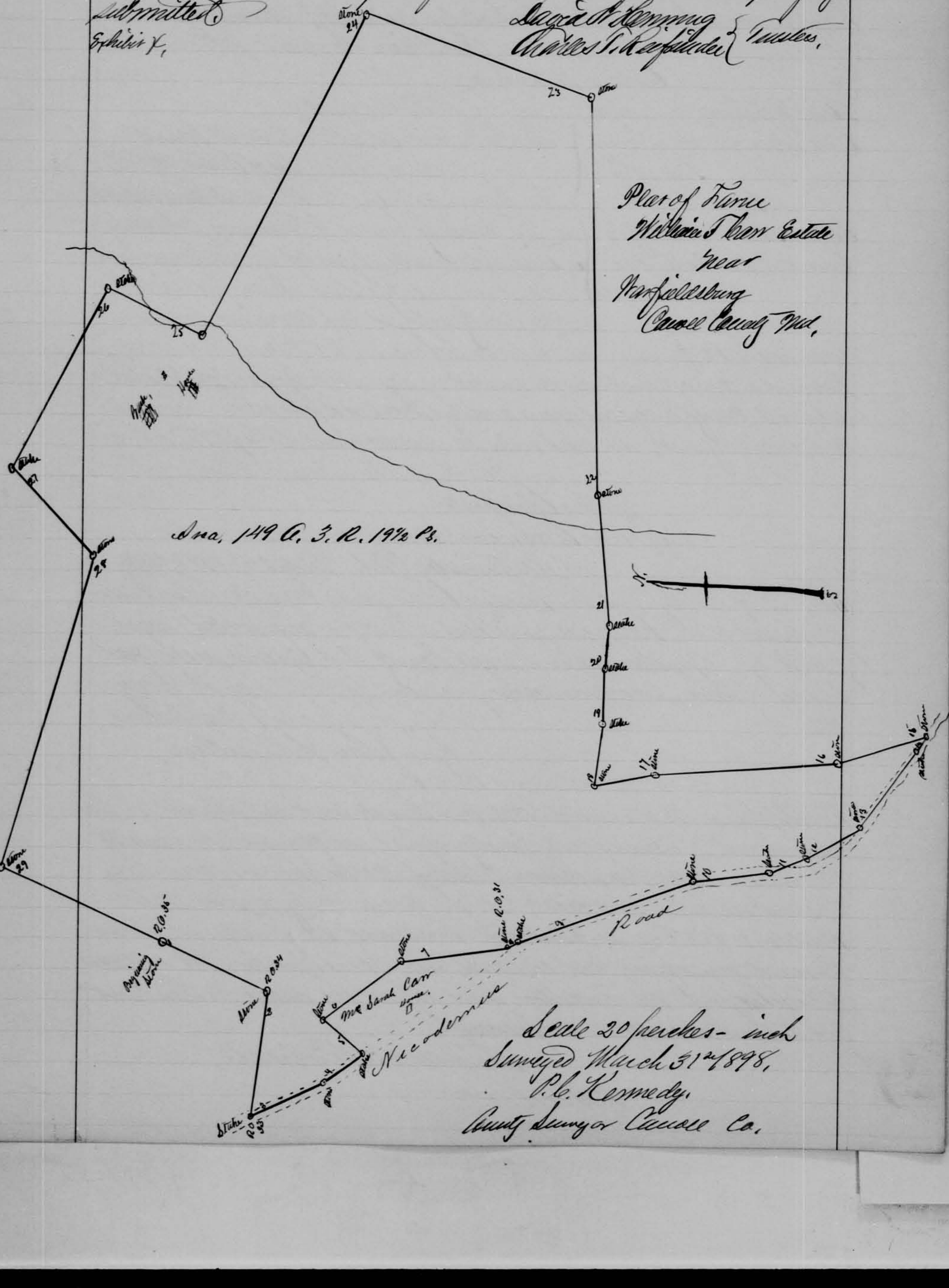
Fifth That they did afterwards on said day sell said Real Estate subject to the foregoing Exceptions to Jonathan Hale to Ellsworth E. Lovell for the quantity of 149 acres, 3 roods and 19½ perches more or less, at and for the sum of twenty dollars per acre, making the aggre-

gate deed of ten thousand nine hundred and ninety seven dollars, and forty three cents ($10997.43) And the said purchaser did then and there pay in cash the sum of three thousand dollars, ($3000.00) and has agreed to pay the whole residue of said purchase money in cash upon the ratification of said sale by your Honorable Court.

Eight. In the opinion of your Trustees, the price obtained for said Real Estate is a fair and reasonable price for the same, and for which is respectfully submitted.

Exhibit X.

Jacob A. Hemming
Charles S. Repp Under } Trustees.



Plat of Farm
William T Carr Estate
near
Hanfieldsburg
Carroll County Md.

Area, 149 A. 3. R. 19½ Ps.

Scale 20 perches - inch
Surveyed March 31st 1898.
P. C. Kennedy.
County Surveyor Carroll Co.

State of Maryland Carroll County sct:

I hereby certify that on this 19th day of April A.D. 1898. before me the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County aforesaid personally appeared Daniel K. Fleming and Charles T. Reifsnider the above named Trustees, and did each make oath on the Holy Evangels of Almighty God that the matters and things stated in the aforegoing Report are true to the best of their knowledge and belief. and that the sale therein reported is true and bona fide, and was fairly made, to the best of their knowledge and belief. Sworn before

William H. Baer, J.P.

Order nisi &c Sale.

No 3614 Equity

Henry E. Baer and Alice Baer his wife and others Plaintiffs

vs

Elmer E. Baer. Henry E. Baer and Harrie Baer Defendants

In the Circuit Court for Carroll County

Ordered this 19th day of April A.D. 1898

that the sale of the Real Estate made and reported in this cause by David K. Fleming and Charles T. Reifsnider Trustees aforesaid by the decree passed herein to sell the Real Estate therein described be ratified and confirmed unless cause to the contrary be shown on or before the 24th day of May next. Provided a copy of this Order be inserted in some newspaper published in Carroll County Maryland once a week for three successive weeks previous to the 16th day of May next. The report states the amount of sale to be $2997.43.

Jas. H. Billingslea. Clerk,

Trustees Certificate.

Office of American Sentinel,

Westminster Md. May 24th 1898.

This is to certify that the annexed Order nisi &c Sale, has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week for three successive weeks previous to the 16th day of May 1898.

E. J. Wilhelm & Publishers.

per John H. Miller,

Order ratifying Sale &c

Ordered this 6th day of June A.D. 1898. That the sale made and reported in this cause, be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although notice by news shave been as required by the preceding order. The case is hereby referred to the Auditor to state an account &c. The Trustees are allowed the usual commissions and expenses. The vouchers for the expenses to be filed with the Auditor. and report the same to this Court for its further order in the premises.

Charles B. Roberts.

Audit.

Henley E. Carr and others
Carr his wife and others
Plaintiffs
vs
Elmer S. Carr. Henry R. Carr and Harris Carr
Defendants

No 3614 Equity.

In the Circuit Court for Carroll County. In Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports, that he pursuant to the Order of Your Honorable Court passed in this Cause, has examined the proofs filed in the within proceedings and

Finds charged the Trustees with all the moneys or Trust funds in their hands, and the same allowed them their Commissions and expenses and all costs properly to be allowed.

The whole balance of Purchase money or Trust funds to be distributed among the Children devisees of James H. Carr deceased Testator, in accordance with the provisions of the Last Will and Testament of said testator, a copy of which is filed in this Cause.

The Auditor awards the distributive shares of Charles E. Carr, Jesse E. Carr and Harry Carr, Children devisees of said Testator, and distributes each three to Edward S. Reese, assignee of each of said Shares so by Deeds of Assignment filed in this Cause June 6th 1898.

All of which is respectfully submitted.

June 8th 1898

Jno. J. Bollinger Auditor.

The Real Estate of James H. Carr dec'd Testator.

In account with.

David A. Fleming and Charles L. Reifsnider Trustees.

Debtor.		
1898 April 16 To Sale of the Real Estate thereof made by the Trustees to Private sale to Ellsworth E. Lockard as shown by their report filed in this Cause April 9th 1898.		
Amounting to the sum of		$2997.43
Credit.		
By the Trustees for their Commissions	$119.94	
By the Trustees amount paid by them for Printing Reporting Order Nisi in this Proceeding, per Voucher No 1 filed	14.50	
By the Trustees amount paid James A. Easton for Advertising Sale per Voucher No 2 filed	10.00	
By the Trustees amount paid A. A. Fleming for Surveying per Voucher No 3 filed	19.50	
By the Trustee amount paid James E. Smith for Charles L. Reifsnider for Title Insurance per Voucher No 4 filed	5.35	

To the Trustees under said Deed N Fleming Esq Solicitor for professional services attended for Executor to filed,	150.	00
To the Trustees D Fay, Crawford Bros. for printing for Executor No filed	8.	75
To the Trustees D Fay Mark L Kimball Coll Taxes for 1895&1896 for Executor No 7 & filed,	55.	02
To the Trustees D Fay J. Wesley Boggs Collector Taxes for 1897 for Executor No 9 filed,	24.	58
To the Trustees D Fay Nathan Harris for carrying Chain at survey for Executor No 10 filed,	3.	00
To the Trustees D Fay Henry E Carr for carrying Chain at survey for Executor No 11 filed,	3.	00
To the Trustees D Fay Charles E Carr for Carrying Pole at survey for Executor No 12 filed,	3.	00
Costs of taking Evidence		
To Michael F Walsh Examiner,	8.	00
To Sarah E Carr Witness	2.	10
To Ephraim Harris Sheriff		45
To Joseph D Brooks Register of Wills	1.	90
To Edward O Wright Executor ad litem,	4.	00
Costs as taxed by the Clerk		
To David N Fleming and James H. Ford Solicitors of Insurance &c,	10.	00
To Jas H. Bullock Jr Clerk	34.	75
To Ephraim Harris Sheriff	1.	80
To Henry J Baumgartner Solicitor & Executor of Estate dealing this account &c.	13.	50
Amounts & Expenses,	493.	14
Balance for distribution	2504.	39
Amount of Sale,	2997.	43
Balance for distribution Carried forward.	2504.	39

And distributed among the Grand-Children devisees of said James H. Carr deceased Testator in accordance with the provisions of the Last Will and Testament of said Testator, Except which this filed in this cause as follows Viz:

To Henry E Carr a Grandson devisee of said Testator	1/11	227. 66 3/11
The distributive share of Charles E. Carr a Grandson devisee of said Testator carried before and distributed	1/11	227. 66 3/11
To Minnie L Young wife of Lewis H Young a Granddaughter devisee of said Testator	1/11	227. 66 3/11
To Maggie M Harris wife of Nathan Harris a Granddaughter devisee of said Testator	1/11	227. 66 3/11
To William T. Carr a Grandson devisee		

of said Testator 1/11 | 227 | 66 3/11
The distributive share of Jesse P. Carr a Grandson devisee of
said Testator. Carried below and distributed 1/11 | 227. | 66 3/11
The distributive share of Harry B. Carr a Grandson devisee of
said Testator Carried below and distributed 1/11 | 227. | 66 3/11
To Mary Elizabeth Carr a Grand daughter devisee
of said Testator. 1/11 | 227. | 66 3/11
To Elmer A. Carr a Grandson devisee of
said Testator 1/11 | 227. | 66 3/11
To Harry B. Carr a Grand Son devisee of
said Testator 1/11 | 227 | 66 3/11
To Carrie E. Carr a Grand Daughter, devisee of
said Testator 1/11 | 227. | 66 3/11 | xxxx | xx
 | $2504 | 29 | $2504 | 29

The distributive Share of Charles E. Carr a Grandson-
devisee of said Testator brought forward Credit
and distributed as follows, | $ 227 | 66 3/11
To Edward C. Wrenn Assignee of said Charles
E. Carr and Emma Carr his wife the whole
Amount of said distributive share under his
deed of Assignment bearing date March 22
1898 recorded among the Land Records of
Cecil County in Liber J.H.B. No 86 folio 372 &c
and filed in this Cause June 6 1898 the same of | $ 227 | 66 3/11 | xxx | xx x/x
 | $227. | 66 3/11 | 227. | 66 3/11

The distributive share of Jesse P. Carr a Grandson
Devisee of said Testator brought forward Credit
and distributed as follows. | $ 227 | 66 3/11
To Edward C. Wrenn Assignee of said Jesse P. Carr
and Rose E. Carr his wife the whole amount
of said distributive share under his deed of As-
-signment bearing date February 14 1898 Recorded
among the Land Records of Cecil County in
Liber J.H.B. No 86 folio 219 &c. and filed in
this Cause June 6 1898 the same of | $ 227 | 66 3/11 | xxx | xx x/xx
 | $227. | 66 3/11 | 227. | 66 3/11

The distributive share of Harry B. Carr a Grandson
of said Testator brought forward and distributed as follows Credit
To Edward C. Wrenn Assignee of said Harry B. Carr the
whole amount of said distributive share under his deed of
Assignment bearing date March 12 1898 recorded among the
Land Records of Cecil County in Liber J.H.B. No 86 folio 325 &c
and filed in this cause June 6 1898 the same of | $ 227. | 66 3/11
 | $ 227 | 66 3/11 | xxx | xx x/xx
 | $227. | 66 3/11 | $227. | 66 3/11

Order of Publication.

Emily E. Barr and Alice Barr his wife and others
Plaintiffs
vs
Elmer G. Barr Harry F. Barr and Carrie Barr
Defendants

No 3416 Equity.

In the Circuit Court for Carroll County.

Ordered this 1st day of June A.D. 1898, that the Account of the Auditor filed in this cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 27th day of June next: provided a copy of this Order be inserted for two successive weeks before the last named day, in some newspaper

Test H. Billingslea. Clerk.

Published in Carroll County.

Printers Certificate

Office of American Sentinel. Westminster Md June 27th 1898.

This is to certify that the annexed Order of Court has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of two successive weeks previous to the 27th day of June 1898.

E. Stefanski. Publisher per J. Walter Miller.

Order ratifying Auditor.

Ordered this 28th day of June A.D. 1898, that the aforegoing account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although more than due notice as required by the foregoing order. As per as the share of William T. Barr, which has been attached, and shall be held subject to the judgment in attachment cases. The Trustees are directed to pay over the said share of the said fund in accordance to said account.

Charles B. Roberts.

Recorded By Test Jas. H. Billingslea. Clerk,

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland on the first Monday of July, (it being the 4th day of the same Month) in the year of our Lord One Thousand eight hundred and ninety eight,

Present,

The Hon. Charles B. Roberts Chief Judge,

Ephraim Hawkins Esq. Sheriff.

Jas. H. Billingslea, Clerk,

Among other acts the following Proceedings Docit,

Be it remembered that heretofore to wit: On the 3rd day of August, A.D. 1898, Adam M. Miller by Joan L. Hoff Esq his Attorney Comes into Court here sitting as a Court of Equity, and files his Bill of Complaint, which is in the words and figures as follows Docit:

Adam M. Miller

vs

Maggie L. Miller widow and Cora R. Miller Infant

} In the Circuit Court for Carroll County in Equity,

No 3565 Equity.

To the Honorable the Judges of said Court.

Your Orator who sues for himself as for all other creditors of William H. Miller, late of Carroll County State of Maryland deceased, who will come in and contribute to the expenses of this suit complaining says,

1. That the said William H. Miller was in his lifetime indebted unto your Orator Adam M. Miller in the full and just sum of four hundred dollars, by his Promissory note dated March 24, 1896, for the payment of the said sum of four hundred dollars one year after date, with interest from date thereof which note is long since duly due and unpaid as will fully appear by reference to said note herewith filed as part hereof marked Exhibit A, which together with all other exhibits herewith filed your Orator prays may be taken and considered as part of this his Bill of Complaint.

2. That the said William H. Miller being so indebted as aforesaid unto your Orator and also unto divers other persons in large sums of money, and having real estate of great value, and only a small amount of personal property, departed this life on or about the 21st day of July in the year eighteen hundred and ninety seven, intestate and leaving a widow Maggie L. Miller and one child surviving him as his heirs at law i.e. a daughter Cora R. Miller, who is over the age of 21 years,

3 And your Orator further charges that the personal property is not sufficient to discharge all the just debts due and owing by the said decedent at the

time of his death, that therefore your Orator together with the other creditors of the said Intestate who may come into this Cause, as aforesaid, are entitled to have the real estate of said intestate, or so much thereof as may be necessary, sold, for the purpose of satisfying his creditors.

4. That said William H. Miller died seized and possessed of certain parcels of land, one parcel containing 23 acres, and 36 sq perches, and another, 2. acres - 103 sq perches, real estate lying and being in Carroll County aforesaid.

First parcel 23 acres 36 sq perches being the same land that was conveyed to the said Intestate by Philip H. L. Myers, Executor by deed dated March 21, 1896, and recorded among the Land Records of Carroll County, in Liber B.B.B. No 85 folio 88, Second parcel 2 acres 103 sq perches, being the same land that was conveyed to said Intestate by Henry E. Vace and wife by deed dated March 26 1896, and recorded among the Land Records of Carroll County in Liber B.B.B. No 85 folio 89, as will appear by certified copies thereof, herewith filed and marked respectively Exhibit B and C,

To the end therefore

(1) That an account may be taken under the direction of this Court of the said debts so as aforesaid due by your Orator, and all other debts which were owing by said intestate at the time of his death.

(2) That the said real estate of the said William H. Miller deceased or so much thereof as may be necessary for the purpose may be sold for the payment of the debts of the intestate due by your Orator and to all other Creditors who may come in and contribute to the expense of this suit.

(3) That your Orator may have such other and further relief as his case may require.

May it please your Honorable Court to grant unto your Orator the Writ of Subpoena directed to the said Maggie L. Miller widow and Lord R. Miller infant under the age of 21 years all of whom reside in Carroll County, State of Maryland Commanding them and each of them to appear either in person or by Solicitor in this Court on or before a certain day the matters thereof to hear and to show cause if any they have why a decree ought not to be passed as prayed. And in duty bound your Orator will ever pray &c.

Isaac L. Hoff
Solicitor for Complainant.

Exhibit A.

$ 100.00 March 24th 1896.

One year after date I promise to pay to the Order of Adam H. Miller Four hundred dollars, at six per cent interest, without deduction, value received, waiving the right of all valuation, appraisement, stay, homestead or exemption laws. Witness my hand

Wm. H. Miller.

Endorsed as follows to wit:

March 2nd 1897. Interest paid on within note for one year $24.00

Exhibit B. is a Copy of a deed from Philip H. L. Myers Executor to William H. Miller dated March 21st 1896. and

recorded among the Land Records of Cumberland County in Liber B.F.G. No 85, folio 88 &c,

Exhibit C, Is a Copy of a deed from Henry E. Nace and wife to William H. Miller dated March 26 1896, and recorded among the Land Records of Cumberland County in Liber B.F.G. No 85 folio 89 &c,

Exhibit D, Is the Original deed from Annetta Stamen Executrix of William H. Miller to Maggie L. Miller his wife, dated February 1st 1896, and recorded among the Land Records of Cumberland County in Liber B.F.G. No 85 folio 86 &c

Petition to make Additional Defendant,

Adam M. Miller
vs
Maggie L. Miller et al } Cumberland County. No 336 Equity.

In the Circuit Court for Sitting in Equity,
To the Honorable the Judges of said Court,

The Petition of Adam M. Miller Complainant in the above entitled cause respectfully shows,

1st That a Bill of Complainant in the above entitled cause was filed August 3rd 1899, in which Maggie L. Miller widow and Cora K. Miller infant were made Defendants and are the legal heirs of William H. Miller deceased.

2nd That since the filing of said Bill there has been born Paul Wm Henry Miller, a son of Maggie L. Miller, widow and said Paul Wm Henry Miller is a son and legal heir of William H. Miller deceased who is mentioned in the Bill of Complainant filed in this Cause.

3rd Therefore that the said Paul Wm Henry Miller infant be made a party Defendant in this Cause

May it please your Honorable Court to grant the Writ of Subpoena against the said Paul Wm Henry Miller, infant commanding him to appear in this Court, at some certain day to be therein named, to answer said Bill of Complainant, and abide by and perform such decrees as may be passed therein, According to duty bound he,

Sworn to
Jos Fox Petitioner.

State of Pennsylvania, York County ss:

I hereby certify that on this 24th day of August, in the year 1899, before the subscriber a Notary Public of the State of Pennsylvania, in and for York County, personally appeared Adam M. Miller, and made oath on the Holy Evangels of Almighty God that the facts stated in the within Petition to make an additional defendant are true as set out in said Petition.

Adam M. Miller.

Seal

Witness my hand and Notarial Seal, Edward A. Michael
Notary Public.

Order of Court.

Ordered by the Circuit Court for Carroll County, Sitting as a Court of Equity this 25 day of August A. D. 1897, that Paul Wm. Miller be and is hereby made a party defendant to the above entitled cause and that subpoena issue as prayed in the foregoing petition,

James B. Roberts

Answer of Maggie L. Miller widow

Adam M. Miller
vs
Maggie L. Miller
et al Defendants

} In the Circuit Court for Carroll County.
Sitting in Equity.
To the Honorable the Judges
of said Court.

The Answer of Maggie L. Miller, to the Bill of Complaint in the above entitled cause, against her and others exhibited respectfully shows,

1. That she admits the matters and facts set forth in said Bill of Complaint to be true as therein stated, and she hereby agrees that the Real Estate of the said deceased mentioned in said Bill of Complaint in the above entitled cause shall be sold under the direction of this Honorable Court, free and discharged of her dower therein, for the purpose therein prayed in said Bill of Complaint, and that in lieu of her dower she is willing to accept such proportion of the proceeds of the sale of said real estate as this Honorable Court may see just and reasonable, and prays to be hence dismissed with a reasonable cost in this behalf sustained,

Tuck & J. Brassamore

Maggie L. Miller,

Infants Answers

Adam M. Miller
vs
Maggie L. Miller
et al

} No. 3565 Equity.
In the Circuit Court for Carroll County.
Sitting in Equity,
To the Honorable the Judges
of said Court,

The joint and several answers of Nora K. Miller and Paul Wm. Miller, by Michael E. Walsh their Guardian ad litem duly appointed by the Order of this Court, to the Bill of Complaint of Adam M. Miller against them and others in this Court exhibited,

These defendants being infants, cannot admit any of the matters and things in said Bill set forth, but submit their rights thereunder to the protection of this Court,

Michael E. Walsh
Guardian Ad litem,

Engagement for Final Decree,

Adam M. Miller
vs
Maggie L. Miller
et al

No 3565 Equity.

In the Circuit Court for
Carroll County in Equity.

It is agreed this first day of September A.D.
1897. that the above cause be and the same is hereby submitted for final
and immediate decision and decree.

Maggie L. Miller. widow.
Isaac L. Hoff Attorney for Plaintiff.
Michael E. Walsh. Solicitor of Defendant.

Decree

Adam M. Miller
vs.
Maggie L. Miller
et al

In the Circuit Court for Carroll County,
Sitting as a Court of Equity,
No 3565 Equity.

The above cause standing ready for hearing
and being submitted by all parties counsel
herein upon the Bill, Exhibits, Answers and all the pro-
ceedings were by the Court read and considered. It is thereupon,
this first day of September in the year eighteen hundred and
ninety seven by the Circuit Court for Carroll County, sitting as
a Court of Equity, Adjudged Ordered and Decreed that the Real
Estate mentioned in these proceedings be sold, and that Isaac
L. Hoff of Carroll County be and he is hereby appointed Trustee
to make said sale, and that the terms and manner of his proceedings shall
be as follows, he shall enter into with the Clerk of this Court, a bond in
the penalty of Seven thousand dollars, conditioned for the
faithful performance of the trust reposed in him by
this decree, or to be reposed in him by any future decree
or order in the premises, he shall then proceed to make the
said sale having given at least ~~twenty days~~ three weeks notice by
advertisement inserted in some newspaper published in Carroll
County, and by such other mode as he shall think proper of
the time place manner and terms of sale, which shall be as
follows, viz: One third part of the purchase money, shall be paid
by the purchaser or purchasers to the Trustee on the day of sale or
upon the ratification thereof by this Court, and the residue shall
be paid in two equal payments, the one half paid in one
year, and the other in two years from the day of sale,
with interest and to be secured by the notes of the purchaser
or purchasers, with security to be approved of by the Trustee
Judge as soon as may be convenient after any such sale or sales
the said Trustee shall return to this Court, a full and par-
ticular account of his proceedings relative to such sale with

an affidavit annexed of the mailing thereof and of the terms of said sale, and of obtaining the Courts ratification of the sale, and on the payment of the whole purchase money (and not before) the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers his heir or their heirs the property and estate to him her or them sold, free cleared and discharged from all claim of the parties hereto complainants and defendants, and those claiming by, from or under them or either of them, and the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit, the expenses of said sale, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill attention and fidelity wherewith he shall appear to have discharged his trust. And at the time of advertising said sale, the Trustee is directed to give notice to the Creditors of the said William B. Miller deceased to file their claims with the vouchers thereof with the Clerk of the said Court within two months from the day of said sale.

Charles B. Roberts,

Trustees Bond.

Know all men by these presents that we, Isaac L. Hoff, David N. Stamer, Levi Stamer and Adam H. Miller of Carroll County in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of twenty three hundred dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs executors and administrators, jointly and severally firmly by these presents, sealed with our seals and dated this 9th day of September in the year of our Lord, One thousand eight hundred and Sixty seven. Whereas by decree of the Circuit Court for Carroll County sitting as a Court of Equity, bearing date, the 21st day of September, in the year eighteen hundred and Sixty seven, and passed in a cause in the said Court wherein Adam H. Miller and Complainants and Maggie L. Miller et als are defendants, the above bound Isaac L. Hoff has been appointed Trustee to make sale of certain real estate in the proceedings in said Cause mentioned. Now the condition of the above obligation is such that if the above bound Isaac L. Hoff do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or Order of said Court in the premises then the above obligation to be void and of no effect, otherwise to remain in full force and virtue in law.

Signed Sealed and
Delivered in the presence
of Michael E. Walsh

Isaac L. Hoff
David N. Stamer
Levi Stamer
Adam H. Miller

To the Clerk of the Circuit Court for Carroll County.

I hereby certify that the Securities in the above Bond are ample sufficient for the penalty thereon expressed.

Isaac L. Hoff
Solicitor for Complainant.

The above Bond is approved this 1st day of Sept. 1897.

Benj. F. Crouse, Clerk,

Report of Sale.

Adam M. Miller
&
Maggie L. Millerman
} In the Circuit Court for Carroll County.
Sitting in Equity.
No 3565 Equity.

To the Honorable the Judges of said Court.

The report of Isaac L. Hoff Trustee appointed by the decree passed in this Cause, to make sale of the certain real estate therein mentioned respectfully shows that after giving bond with security for the faithful discharge of his trust as required by said decree and giving notice of the time place manner and terms of sale, by advertisement in The Democratic Advocate a newspaper printed and published at Westminster in Carroll County Maryland for more than three successive weeks before the day of sale, and by handbills extensively circulated throughout said County of Carroll he did proceed on said notice attend on the premises at Wells Post Office in Carroll County Maryland, on Tuesday the 5th day of October A.D. 1897, at one o'clock P.M. and then and there proceeded to sell said property.

Your Trustee then did there offer at public sale to the highest bidder all that lot or parcel of land, situate near Wells Post Office in Carroll County Maryland as described in Exhibits B. C. and D. filed in said Cause, and sold the same to Charles E. Miller of Allegheny County State of Pennsylvania, at and for the sum of fifteen hundred and eight Dollars, he being then and there the highest bidder therefor.

Your Trustee further reports, That said property was offered at public sale as aforesaid upon the terms of sale prescribed by said Decree, and that said purchaser has complied with the terms thereof. All of which is respectfully submitted.

Isaac L. Hoff. Trustee.

State of Maryland Carroll County to wit.

I hereby certify that on this fifth day of October in the year eighteen Hundred and ninety seven, before me the subscriber a Justice of the Peace, of the State of Maryland, for Carroll County aforesaid, personally appeared Isaac L. Hoff Trustee named in the above report of sale, and made oath on the Holy Evangels of Almighty God, that the Matters and things stated in the foregoing report are true as therein stated to the best of his knowledge and belief and that the sale therein reported was fairly made

and is bona fide.

John M. Ganglug J.C.

Order nisi on Sale.

Adam M. Miller
vs
Maggie L. Miller
et al

In the Circuit Court for Carroll County.
Sitting in Equity.
No 3565 Equity.

Ordered this 6th day of Nov. 1897, that the sale of the property mentioned in these proceedings & made and reported by Jesse L. Hoff, Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 8th day of November next. Provided a copy of this Order be inserted in some newspaper printed in Carroll County once in each of three successive weeks before the 1st day of November next. The report states the amount of Sale to be $1508.00

Benj. F. Pearre, Clerk,

Printers Certificate.

Westminster Md. November 5th 1897.

We hereby certify that the annexed Order nisi in the case was published once in each of three successive weeks prior to the 1st day of November 1897, in The Democratic Advocate, a newspaper published in Carroll County Md.

Vandeford Bros.
Editors and Publishers,

Order ratifying Sale.

Adam M. Miller
vs
Maggie L. Miller et al

In the Circuit Court for Carroll County.
Sitting in Equity.
No 3565 Equity.

Ordered by the Court this ninth day of November A.D. 1897, that the sale of the Real Estate, made and reported in the above entitled cause by Jesse L. Hoff, Trustee, be and the same is is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice as by law required given in accordance with the preceding order. And this cause is hereby referred to the Auditor of this Court to state an account of the Trust Funds in this cause, and report the same subject to all legal exceptions and further order of the Court.

Charles B. Roberts,

Petition to receive purchase money in full.

Adam M. Miller
vs
Maggie L. Miller

No 3565 Equity
In the Circuit Court for Carroll County.
Sitting in Equity.

To the Honorable the Judges of said Court

Jesse L. Hoff, Trustee in the above entitled cause respectfully represents that the Court by its decree passed in this cause on the 6th day of November 1897, did ratify and confirm the sale of the property mentioned in said proceedings and reported by your petitioner, and did direct that the purchase money should be paid to your petitioner as Trustee aforesaid, on the ratification of said sale by this Court.

That the terms of said sale have been complied with by the purchaser, and the purchase money has been paid in full to your petitioner, and your petitioner has executed a deed to the purchaser for the property sold, and has filed his report of said sale, which is now pending before this Court.

That the debts due and owing by the said Trust Estate are more than the amount of the purchase money, and your petitioner is advised that he is entitled to receive the purchase money in order to pay the debts of said Trust Estate.

Your petitioner therefore prays that this Court will pass an order directing the purchase money to be paid to your petitioner, and your petitioner will pay the debts of said Trust Estate as directed by this Court.

And as in duty bound will ever pray &c.

Jesse L. Hoff, Trustee.

Order to receive purchase money in full.

Adam M. Miller
vs
Maggie L. Miller

No 3565 Equity
In the Circuit Court for Carroll County.
Sitting in Equity.

Ordered this 9th day of November A.D. 1897, that the Trustee named in the above petition be and he is hereby authorized to receive the purchase money in full for the property mentioned in said petition and sold by him as Trustee aforesaid, and to pay the debts of said Trust Estate as directed by this Court.

John M. Ganglug J.C.

by sale of said realty, and that they are drawing interest
to the said therefore, there cannot be any loss by the payment of the balance of
purchase money before due. That purchaser of said realty is desirous of
paying in full before same is due.

Isaac L. Hoff. Trustee.

Order of Court.

Ordered by the Circuit Court for Bedford County, sitting as a Court of Equity,
this 28th day of March A.D. 1898, that Isaac L. Hoff Trustee in above titled
cause be allowed to receive in full the purchase money, with interest
to date of payment, for said realty as set out in report of sale in
this cause.

Charles B. Roberts.
Judge.

Adam M. Miller
vs
Maggie L. Miller et al } In Equity.
No 3565 Equity.
In the Circuit Court for Bedford
County in Equity.

To the Honorable the Judges of the Circuit Court
for Bedford County, sitting in a Court of Equity.

The Auditor respectfully reports that in pursuance of
the Order of your Honorable Court, passed in this cause, he attended
the parties filed in the cause, and thereupon stated the following ac-
count and report, He first made the statement of claims which
is herewith filed, He then charged the Trustee with all the purchase
money or bond funds in his hands and thereon allowed him his com-
missions and expenses and all costs and fees allowed. He
then distributed the sum of $174.58 to Maggie L. Miller widow of
William H. Miller, deceased, intestate in lieu of her dower
in the Real Estate sold by the Trustee in this cause
the balance of purchase money or bond funds
then held, to wit: $1046.26 he distributed among the Creditors of
said William H. Miller deceased intestate, whose claims
appear by the statement of claims herewith filed at the
rate of 78.613 cents in the dollar. Further reports that the Trustee
at the time of advertising the real estate gave notice to the
Creditors of said Intestate, of which notice has arisen
All of which is respectfully submitted.

J. M. J. Blackburn
Auditor.

1898, June 24th

The Real Estate of William H. Miller deceased
In Account with Isaac L. Hoff Trustee

Debtor

1897. October 5th	By Sale of Real Estate this day made by the Trustee to Charles E. Miller of York County, State of Pennsylvania as appears by his report filed in this cause October 6th 1897 amounting to the sum of	$1508.00

Credit.

To the Trustee for his Commissions	$ 76.	78
To the Trustee amount paid Standard Pub. Co. for printing fee. Voucher No 1 filed.	10.	50
To the Trustee amount paid John B. Mann Clk. Fees for 1897 per Voucher No 2 filed.	9.	43
To the Trustee Hon Edgar L. Scott, Solicitor for professional services rendered per Voucher No 3 filed,	100.	00
Cost of taking evidence,		
To Michael & Walsh Examiner (Paid) per Voucher No 4 filed	6.	00
To David N. Stamer Witness	1.	95
To Edgar Stamer Do	1.	95
To Michael & Walsh Guardian ad litem (paid) per Voucher No 5 filed,	4.	00
Costs as taxed by the Clerk,		
To Evan L. Scott, Solicitor & Summons fee,	10.	00
To Jno. L. Illingsworth Clerk	34.	95
To Geo. Deem Attorney Cost Sheriff's Wills	1.	35
To Geo. M. Cooke late Register of Wills		50
To Jos. L. Brooks Register of Wills		50
To Publication Order on file in this account	1.	45
To Jno. J. Illingsworth Auditor. Filing 96 Claims & Exceptions & Taken. Notices & Reference of Claims, Stating Distribution & Filed	27.	00
Amount of Expenses,	$ 287.	36
To Maggie L. Miller widow & Chas. Milleam & Miller Heirs Intestate in Lieu of Her dower in the Real Estate sold by the Trustee in this Cause the sum of	174	38
Balance for distribution	1046	26
Amount of Sale	$ 1508.	00

Balance for distribution being the sum to be paid and distributed among the Creditors of said Milliam H. Miller deceased Intestate whose claims appear by the Statement of Claims hereunto filed at the rate of 78 6/100 cents in the dollar,

No.	Names of Creditors,	Amt. of Claims	Dividends.
1.	Adam H. Miller, on his claim of	$ 315. 12	$ 247. 73
2.	David N. Stamer on his claim of	18. 28	14. 37
3.	Dr. L. L. Zeigler on his claim of	23. 15	18. 20
4	Jos. E. Ware on his claim of	55. 78	43. 85
5	Wm. Smeed on his claim of	3. 68	2 89
6	David N. Earhart on his claim of	4. 66	3. 66
7	L. L. Zeiger on his claim of	15. 72	12. 36
8	Adam Stamer on his claim of	15. 44	12. 14
9	Elmer L. Leffler on his claim of	1. 51	1. 19

10	Ephraim S. Bish	on his claim of	$ 233.	80	$ 183.	80	
11	Elmer Stamer	on his claim of	7.	35	5.	78	
12	Jesse Wantz	on his claim of		96		76	
13	George Bemiger	on his claim of	19.	72	15.	50	
14	William O. Wantz	on his claim of	12.	20	9.	59	
15	John Bengston	on his claim of	16.	36	12.	86	
16	John A. Stamper	on his claim of	4.	15	3.	26	
17	Harvey Legg	on his claim of	8.	83	6.	94	
18	Alpha J. Myers	on his claim of	3.	53	2.	78	
19.	A. Teeter	on his claim of	13.	27	10.	43	
20	Cornelius J. Barnhart	on his claim of	1.	47	1.	16	
21	A. R. Bradbeer	on his claim of	4.	41	3.	47	
22	William E. Shultz	on his claim of	9.	58	7.	51	
23.	M. Fleshedone	on his claim of	16.	86	13.	25	
24	Jesse Bray	on his claim of	8	82	6.	93	
25	Samuel Wolf	on his claim of	1.	36	1.	07	
26	First National Bank of Hanover Pa.	on his claim of	62.	63	49.	24	
27	Ephraim Race	on his claim of	443.	53	348	68	
28	Warren K. Duncan	on his claim of	1.	37	1.	08	
29	John A. Hymiller	on his claim of	2.	58	2.	03	
30	Henry Wantz	on his claim of	3.	46	2.	72	
31.	John T. Bixler	on his claim of	3.	31	2.	60	xxxx xx
			$ 1330	86	$ 1046.	26	$ 1046. 26

Order nisi on Audit.

Adam M. Miller, vs. Maggie L. Miller et al } In the Circuit Court for Carroll County. No 3565 Equity.

Ordered this 24th day of June A. D. 1898, that the account of the Auditor stated in this cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 11th day of July next: Provided a copy of this Order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the last named day. In three newspapers published in Carroll County.

Jas. H. Billingslea Clerk.

Appellee's Certificate.

Westminster Md. July 11-1898.

We hereby certify that the annexed Order nisi in the above cause was published in two successive weeks prior to the 11th day of July 1898 in The Democratic Advocate, a newspaper published in Carroll County Md.

Vandiford Bros.
Editor and Publishers,
Order ratifying Audit.

Ordered this 12 day of July, A.D. 1898. That the foregoing account of the Auditor filed in the above cause, be and the same is hereby finally settled and confirmed in case to the contrary hearing been shown, although notice appears to have been given as required by the preceding order issued. The Trustee is hereby authorized and directed to pay over the fund, in accordance with said account.

Charles B. Roberts.

Recorded &c.

Jas H. Billingslea. Clerk,

Maryland Sct.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the City of Westminster for Carroll County, in the State of Maryland on the first Monday of March (it being the 7th day of the same Month) in the year of our Lord. One thousand Eight hundred and ninety Eight.

Steve Dasher.

The Hon. Charles B. Roberts, Chief Judge.

Ephraim Haines, Esq, Sheriff.

Jas. H. Billingslea, Clerk.

Among other work the following proceedings Docit.

Be it remembered that heretofore Docit. On the 3rd day of September A.D. 1897. John M. Roberts assignee by his Attorney, Hughes Clabaugh & Roberts, Comes here into Court sitting as a Court of Equity, and files his Order to Docket a case, which appears in form, and words as follows, Docit.

John M. Roberts assignee of Mortgagee

vs

Joseph G. Kellenberger
Katie B. Kellenberger
his wife Mortgagors

In the Circuit Court for Carroll County Sitting as a Court of Equity.

No 3579 Equity.

Proceedings under the Maryland Code of Public General Laws. Article 66. relating to Mortgages.

Benj. P. Reese, Clerk.

Please Docket the above entitled cause and file the accompanying Exhibits A and B, and file and approve the bond of John M. Roberts Assignee of Mortgage.

Clabaugh & Roberts, Solicitors for Assignee

Exhibit A. Is the Original Mortgage from Joseph G. Kellenberger and wife to Edward E. Reindollar dated March 31st 1894 for $1800.00 which is recorded among the Real Estate Mortgage Records of Carroll County, in Liber G. E. S. No 35 Folio 33 &c. which Mortgage was duly assigned to John M. Roberts for Collection dated 31st 1897.

Exhibit B.

$1800.00

Taneytown March 31st 1894.

For value received, Twelve months after date, I promise to pay, to Edward E. Reindollar or order eighteen hundred dollars, with interest from date.

Witness: Henry Galt.

Jos. G. Kellenberger.

Endorsed

Int paid to Mar 31st 1895 — $108. Int. paid to Mar 31-1896 $108. 1896 Mar 31st Credit on within $97.20

For value received I hereby assign the within Note to John M. Roberts for Collection

Edward E. Reindollar.

Assignee's Bond.

Know all men by these Presents that we John M. Roberts and Edward E. Reindollar of Harford County and State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of three thousand dollars, to be paid to the said State or its certain Attorney to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this first day of September in the year of our Lord, One thousand eight hundred and ninety seven, Whereas by Deed of Mortgage dated the thirtieth day of March 1894, and duly recorded in Liber G.B.C. No. 35 folio 33 &c. one of the Mortgage Records of Carroll County, certain personal property and real estate and premises situate in said Carroll County and therein described were conveyed by Joseph H. Hellenberger and Katie B. Hellenberger, his wife to Edward E. Reindollar to secure the payment of certain Money, and the interest as set forth in said Mortgage, and in said Mortgage is contained a Clause authorizing a sale of the Mortgaged premises by the Mortgagee, his Executors, administrators or assigns, in case of default being made in payment of the Mortgage debt, or the interest thereon or in any covenant condition or agreement therein, and whereas said Mortgage was duly assigned by said Edward E. Reindollar to said John M. Roberts for Collection on the 31st day of August 1897, and whereas default has been made in the payment of the principal and interest as well as in other conditions of said Mortgage, and by virtue of the Authority given in said Mortgage, the above bounden John M. Roberts as assignee of said Mortgage, is about to sell the Mortgaged property. Now the condition of the above obligation is such, that if the above bounden John M. Roberts, do and shall abide by and fulfill any order or decree, which shall be made by any Court of Equity in relation to the sale of said Mortgaged property, & the proceeds thereof, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed Sealed and delivered in the presence of C. Binnie

Bond approved Sept. 3rd 1897. Test: Benj. R. Brooks Clerk,

John M. Roberts [Seal]
Edward E. Reindollar [Seal]

Report of Sale.

John M. Roberts
Assignee of Mortgagee
to
Joseph H. Hellenberger and
Katie B. Hellenberger
his wife Mortgagors

In the Circuit Court for Carroll County. Sitting as a Court of Equity.
No 3579 Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, Sitting as a Court of Equity.

The Report of Sale of John M. Roberts, assignee of Mortgagee, acting in pursuance of the power of sale, contained in the Mortgage filed among the proceedings in this cause, & made sale of certain personal property and Real Estate therein

mentioned, respectfully shows, that after giving Bond with security for the faithful discharge of his trust, and after giving notice of the time, place, manner and terms of sale, by advertisement in The Cumberland Times a newspaper printed and published in Allegany County, and State of Maryland, for more than three successive weeks before the day of sale, as will appear by a Certificate of publication hereto with filed, and marked Exhibit A, and posted the notices as required by said Decree, and also by Handbills, extensively circulated in Cumberland, he did pursuant to said notice attend at the Court House in Cumberland, and State aforesaid, on the fourth day of December, in the year eighteen Hundred and ninety seven, between the hours of 12 o'clock M. and 4 o'clock P. M. and then and there proceeded to sell and expose at public sale, at the Court House door, the Real Estate mentioned in said Mortgage, and described in said Decree, and the several parcels thereof mentioned in said Mortgage, and sold the same to the following named persons for the amounts opposite their names, they being then and there the highest bidders therefor, to wit:

One pair of Brown Mules to James B. Beaver for	$59.50
One Black Horse to James Mahaney for	19.50
One Grass Mower to Calvin T. Dawson for	9.50
One Red Horse Wagon to Samuel Ecker for	2.00
One Red Cow to Samuel Graham for	25.50
One Red Cow to Wm Joachim Hollenberger for	13.25
One Red Cow to Emanuel Hawk for	25.00
The amount of sales of personal property	$154.25

And in the second place, the said John M. Roberts, Assignee of Mortgagee, offered at public sale, on the same day and place, the Real Estate mentioned in said Mortgage, containing thirty nine acres of land more or less, to the highest bidder, and sold the same to Edward E. Reynolds, of said County and State he being the highest bidder therefor, for the sum of Eighteen hundred and fifty dollars, to be paid for in cash upon the ratification of said sale by your Honorable Court, as will appear from the Certificate of Purchase hereto with filed and marked Exhibit B.

All of which is respectfully submitted

John M. Roberts, Assignee & Mortgagee.

State of Maryland, Cumberland County to wit:

I hereby certify that on this twenty ninth day of September in the year eighteen hundred and ninety seven, before me the subscriber, a Justice of the Peace, of the State of Maryland in and for Cumberland County, personally appeared John M. Roberts, the within named assignee & Mortgagee, and made oath on the Holy Evangels of Almighty God, that the matters and facts stated in the foregoing report of sale, are true as therein set forth to the best

of his knowledge and belief and that the sales therein reported were bona fide and fairly made.

William H. Baer. Justice of the Peace.

Order nisi on Sale.

John M. Roberts
Assignee of Mortgagee
vs
Joseph H. Hellenberger and
Katie B. Hellenberger
his wife Mortgagors

In the Circuit Court for Carroll County.
Sitting as a Court of Equity.
No 3579 Equity.

Ordered this 29th day of September, in the year eighteen hundred and ninety seven, that the sales of the personal property and Real Estate mentioned in these proceedings made and reported by John M. Roberts Assignee of Mortgagee acting under the power of sale contained in the Mortgage filed and the proceedings in this cause be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th day of November next. Provided a copy of this Order be inserted in one of the newspapers printed in Carroll County aforesaid, once a week for three successive weeks before the 25th day of October next. The report states the amount of sales to be $1804.25

Test: J. H. Crouse. Clerk.

True Copy
Test
J. H. Crouse. Clerk.

Office of the Carroll Record. Oct. 23, 1897.

I hereby certify that the annexed notice was published three successive weeks prior to the 25th day of October 1897 in the Carroll Record a newspaper published in Carroll County Maryland.

P. B. Englar, Editor and Manager
Carroll Record Printing and Publishing Co. Hanoverton Md.

Order ratifying Sale.

John M. Roberts
Assignee of Mortgagee
vs
Joseph H. Hellenberger and
Katie B. Hellenberger
his wife Mortgagors

In the Circuit Court for Carroll County
Sitting as a Court of Equity.
No 3579 Equity.

Ordered by the Circuit Court for Carroll County, sitting as a Court of Equity, this 12th day of March in the year eighteen hundred and ninety seven, that the sales made and reported in this cause by John M. Roberts, Assignee of Mortgagee aforesaid be and the same are hereby finally ratified and confirmed, and cause to the contrary having been shown, although due notice appears to have been given as required by the preceding Order nisi. And it is further Ordered that this cause be and the same is hereby referred to the Auditor of this Court to state an account in which he is directed to allow to the said John M. Roberts, Assignee of Mortgagee the usual Commissions and such other expenses for which he shall produce satisfactory vouchers, and the Auditor shall report said account subject to the further Order of this Court.

Charles B. Roberts.

Auditor.

John M. Roberts Assignee of Mortgagee
vs
Jos. H. Kellenberger and Kate B. Kellenberger his wife Mortgagors
Equity.

No 3579 Equity.
In Orphans Court for Carroll County sit

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity,

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court passed in this Cause, he examined the papers filed in said Cause, and thereupon stated the within Account as follows, He first made the Statement of Mortgage claim which is herewith filed, He then charged the Assignee &c. with all the purchase money in his hands and interest allowed upon his commissions and expenses and all costs - hereby to be allowed. The whole balance of purchase money then left in said $1605.89 he distributed to John M. Roberts assignee of Edward E. Reindollar Mortgagee, in part payment of his Mortgage claim of $1878.05 debt and interest which appears by the statement of Mortgage claim herewith filed leaving a balance on the date of the ratification of Sales (March 12 1898) of said unpaid Mortgage claim in the sum of two hundred and twelve 76 dollars All of which is respectfully submitted.

1898 March 14th — Wm. J. Baumgardner Auditor

The Mortgaged Real Estate and Personal Property of Joseph H. Kellenberger et ux

In Account with John M. Roberts Assignee &c,

Debtor.

1897 September 25th	By Sales of the Mortgaged Real and Personal Property then made by the Assignee &c, to Purchasers thereof, as appears by his report filed in this Cause September 29 1897 amounting to the sum of	$ 1654. 25
1897 September 25	By Sale of the Mortgaged Real Estate then made by the Assignee &c to Edward E. Reindollar, as appears by his report filed in this Cause September 29 1897. amounting to the sum of	1650 00
	Amount of Sales	$ 1884. 25

Credit

To the Assignee &c, for his Commissions	$	87. 13
To the Assignee &c. Amount paid the Carroll Record Printing and Publishing Co for printing proceedings filed		7. 00
To the Assignee &c. Amount paid W. C. Smith for Auctioneers Sales fee Voucher No 2 filed		5. 00
To the Assignee &c. Amount paid J. W. Easterday, Collector of Taxes for 1896 & 1897. per Voucher No 3 & 4 filed		35. 18
To the Assignee &c. Paid Edebaugh & Roberts Solicitors for professional services rendered, per Voucher No 5 filed		25. 00
To Edebaugh & Roberts, Solicitors Appearance fee		10 00
To Jas H. Billingslea Clerk		18. 55

To Publication Order nisi on this Account.	1.	50
To Jno. J. Bumgartner Auditor Making Statement of Mortgage Claim, Stating this Reference,	9.	00
Amount of Expenses,	$ 198.	36
To John M. Roberts, Assignee of Edward E. Randolph Mortgagee the whole balance of Purchase money Debt $ 1605.89 no part payment of this Mortgage Claim of $ 1818.89 Debt and interest thereon Allowed by the Statement of Mortgage Claim heretofore filed Which balance on the date of Satisfaction of Sale (March 23 1898 Daily to pay said Mortgage Claim Debt and interest of $ 212.20 the Sum of.	1605.	89
Amount of Sales,	$ 1804.	25

Order nisi on Auditor's Report.

No 3579 Equity.

In the Circuit Court for Carroll County.

Ordered this 11 day of March A.D. 1898, that the Account of the Auditor filed in this Cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 4 day of Court next; provided a copy of this Order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.

Jas. H. Billingslea, Clerk.

John M. Roberts assignee of Mortgagee

vs

Jos. H. Hellenberger and Katie B. Hellenberger his wife Mortgagors

Amount Certificate, Sales (omitted)

Order ratifying Auditor's

Agreed this 6 day of April 1898, that the aforegoing Account of the Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given in compliance with the preceding Order nisi. And the assignee of Mortgagee is directed to pay accordingly.

Katie B. Roberts,

Recorded Etc.

Jas. H. Billingslea, Clerk.

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the city of Westminster Ei Carroll County in the State of Maryland on the first Monday of July (it being the 4th day of the same Month) in the year of our Lord One Thousand eight hundred and ninety eight.

Were Present.

The Hon. Charles B. Roberts Chief Judge,

Ephraim Hawkins Esq Sheriff,

Jas. H. Billingslea Clerk,

Among other things the following proceedings occur.

Be it remembered that heretofore, On the 22 day of March A.D. 1898, John W. Engel Mortgagee by Chas. T. Reifsnider & Reifsnider Esqrs. his Solicitors &c Comes here into Court, sitting as a Court of Equity, and files his Order to docket a Case which appears as follows Docket

John W. Engel
Mortgagee
vs
David G. Ogle
Mortgagor

No 3631 Equity,
In the Circuit Court for Carroll County,
Sitting as a Court of Equity,
Proceedings under the Code of Public General Laws of the State of Maryland, relating to Mortgages.

Dr Jas Howell Billingslea Clerk,

Please docket and file Bond of John W. Engel Mortgagee and Chas T. Reifsnider, Jr Substituted Trustee in the penalty of three thousand dollars, also file the Original Mortgage therein from David G. Ogle to John W. Engel bearing date January 2nd 1893, recorded by Liber B.S.G. No 76 Folio 86 and marked Exhibit No. 1. Defendant's Answer filed and marked Exhibit No. 2. Plaintiff's Replication filed and marked Exhibit No. 3. Testimony taken in open Court and marked Exhibit No. 4. Decree for the sum of fifteen hundred dollars bearing date January 31st 1893 payable one year after date with the following credits thereon to wit

Rec'd Interest on the within note for one year $75.00
Rec'd June 6th 1895 Interest on the within note to March 31st 1894 for two Mos $12.50 Rec'd May 31st 1895, twenty five dollars as interest. Rec'd Jany 18th 1896 thirty dollars as interest, Rec'd April 27th 1896 forty dollars as interest, Rec'd Oct. 14th 1896, thirty two dollars & 50 cts. as interest, in interest paid up to Jany 31st 1896. Rec'd Sept. 15th 1897 as interest $25.00 Rec'd Nov 13th 1897 as interest $35.00 And marked Exhibit No. 5 and Docket Cases as above, Charles T. Reifsnider

March 22nd 1898.

Charles T. Reifsnider Jr.
Solicitors for Mortgagee.

Exhibit No 1.

State of Maryland, Carroll County

On the third day of January in the year eighteen hundred and ninety four, I promise to pay John W. Unger or order, fifteen hundred dollars, for value received with interest from date at five per cent per annum,

January 31/1894. David H. Ogle

This Note is secured by Mortgage

Endorsed

Rec'd Interest on the within Note, for one year ending Jan 31/1894. for five years $75.00 Rec'd Sept 6/1895, Interest on the within note, up to Dec 31/1894. for two Mos. $12.50 Rec'd Jan 31/1895, twenty five dollars as interest Rec'd Jan 18/1896 thirty dollars as interest, Rec'd Sept 27/1896, fifty dollars as interest, Rec'd Oct 14/1896, thirty two dollars & 50 cts as interest, interest paid up to Jan. 31/1896. Rec'd Sept 15/1897, as interest $25. Rec'd Nov 15/1897 as interest $35.00

Exhibit No 2, Is the Original of a Mortgage from David H. Ogle to John W. Unger, dated Jany 31/1893 for $1050.00 which Mortgage is recorded among the Land Records of Carroll County in Liber B. D. G. No 76 Folio 866 &c,

Mortgagees Bond.

Know all men by these presents that we David H. Ogle Mortgagor and Charles T. Reifsnider of Carroll County and State of Maryland are held and firmly bound unto the State of Maryland in the just and full sum of three thousand dollars, to be paid to the said State, or its certain Attorney to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs executors and administrators, jointly and severally firmly by these presents, sealed with our seals, and dated this thirty first day of March in the year One Thousand Eight Hundred and ninety eight Whereas by a deed of Mortgage dated the third first day of January 1893, and duly recorded in Liber B. D. G. No 76 Folio 866 &c of the Real Estate Mortgage Records of Carroll County in the State of Maryland and therein described were conveyed by David H. Ogle, to John W. Unger to secure the payment of certain money and the interest as set forth in said Mortgage, and in said Mortgage is contained a clause authorizing a sale of the Mortgaged premises by the Mortgagee his executors administrators or assigns in case of default being made in payment of the Mortgage debt or the interest thereon, or in any covenant condition or agreement therein and Whereas default has been made in the payment of the Mortgage debt and the interest thereon and in other conditions of said Mortgage, and by virtue of the authority given in said Mortgage the above bounden David H. Ogle is about to sell the Mortgaged property. Now the condition of the above obligation is such, that if the above bounden David H. Ogle Mortgagor

do and shall abide by and fulfill any order or decree which shall be made by
any Court of Equity in relation to the sale of said Mortgaged property or the proceeds
thereof. Then the above obligation to be void, Otherwise to remain in full force and
virtue in law.

Signed sealed and delivered
in the presence of Charles T. Reifsnider Jr.
Bond acknowledged March 22 1898. Test:

Jno. W. Angel (Seal)
Mortgagee.
Charles T. Reifsnider (Seal)
Jas. H. Billingslea, Clerk.

Mortgagees Report of Sale

John W. Angel
Mortgagee
vs
David A. Ogle
Mortgagor

No 3631 Equity.
In the Circuit Court for Carroll County,
Sitting as a Court of Equity.
To the Honorable the Judge of said Court.

This the report of sale, made by John W. Angel, made and by virtue of the power contained in the Mortgage from David A. Ogle, to him, the undersigned, which is filed in this Cause and to which reference is hereby made.

First. That default had been made in the conditions of said Mortgage he executed a Bond to the late of Maryland, in the penalty of three thousand dollars ($3000.00) current money, conditioned to abide by, and fulfill any order or decree which should be made by said Court of Equity in relation to the sale of said Mortgaged property, and proceeds thereof, which bond was duly approved by the Clerk of your Honorable Court, and is filed in this cause.

Second. That he advertised said Mortgaged property once a week for more than four successive weeks in the Democratic Advocate a newspaper published in Westminster Carroll County Maryland, previous to the day of sale, also by posted bills conspicuously circulated in the vicinity of said Mortgaged property, one of which was posted upon the Court House door. The said County and State, as by said Mortgage required, and he did in pursuance of said notice attend at said premises on Wednesday the 20th day of June A.D. 1898, at the hour of One Oclock P. M. when and where said sale was advertised to take place and there and there offered said Mortgaged property at Public sale to the highest bidder in the terms of sale as advertised to wit. That it would be offered as an entire parcel for
eight acres of land more or less. Also in three separate parcels as follows:
First. A parcel containing about one quarter of an acre with the buildings thereon fronting on Main Street.
Second. a parcel, containing about four and one half acres lying between the said and the Railroad.
Third a parcel containing about three and one quarter acres, adjoining the last mentioned parcel.

terms of sale as prescribed by the Mortgage; One Cash, four credit terms will be given as follows; One third on the day of Sale, one third in six and the other one third in twelve months from the day of sale, the credit payments to be secured by the notes of the purchaser or purchasers with approved security, bearing interest from the day of sale, The whole tract was subdivided into One Thousand dollars, One of said Parcels of land containing one quarter of an acre, with the buildings thereon, and the Mortgagee became the purchaser thereof, bidding therefor the highest bidder therefor in the sum of Four hundred and ninety nine dollars ($499.00) Dollars. He offered the second parcel of land containing about one and one half acres and the same being known as Lot No. 1, adjoining the lot bidden therefor by the highest bidder therefor in the sum of One hundred and forty five dollars per acre,

He offered the third parcel of land containing three and three quarter acres, and nine perches according to the new survey and sold the same for Eighty Dollars P. Acre or and for the sum of One Hundred and fifty five dollars per acre,

That Edgar said sale, to the said Charles F. Beck, he transferred all his right title claim and interest, he and to said three and three quarters acres and nine perches of land purchased as aforesaid to Henry L. Stein, and it is hereby prayed that the said Henry L. Stein may be substituted as the purchaser thereof in the place and stead of him the said Charles F. Beck, who paid one fourth of the purchase money, And the said Henry L. Stein has paid to John W. Angel Mortgagee the sum of two hundred and twenty seven dollars and ninety six cents, on account thereof and will pay the balance of said purchase money upon the ratification of said sale by your Honorable Court.

Third. That previous to offering said Real Estate, as above it was arranged that a survey should be made after the sale of each of said parcels of land and the purchaser or purchasers would pay for the quantity of land ascertained by said survey, at said prices per acre.

Fourth. Further shows that he caused a survey of the same, to be made, which is herewith filed marked Exhibit, which shows the quantity of each parcel,

Fifth. The Vendor and Vendee of the said two parcels of land being one and the same person, namely the said John W. Angel it is further prayed that in the order of your Honorable Court ratifying said sales, some suitable person be appointed by your Honorable Court to convey said parcels of land to the said purchaser. The aggregate amount of said sales is $577.53 All of which is respectfully submitted,

Charles F. Repsher

Chas F. Repsher Jr

Solicitors for Mortgagee.

John W. Angel

Mortgagee.

State of Maryland Carroll County to wit:

I hereby certify that on this Eleventh day of May, in the year eighteen hundred and ninety eight before me the subscriber a Justice of the Peace of the State of Maryland, in and for Carroll County aforesaid, personally appeared John W. Engel Mortgagee, and made oath on the Holy Evangels of Almighty God, that the matters and things set forth in the aforegoing Report are correct and true as therein set forth, and that the sales therein reported, are true and bona fide and were fairly made to the best of his knowledge and belief.

Sworn to before,
William H. Baer, J.P.

Exhibit A.

Plat of part of the Real Estate of David S. Ogle, situated at Union Bridge in Carroll County Maryland, sold by John W. Engel Mortgagee

Beginning for said part at a point in the middle of the Main road leading from Union Bridge to Emmitsburg being the beginning of the deed from the said David S. Ogle and wife and David Stonesifer to Pemberton Wood dated May 2nd 1886, and running thence with the last line of said deed reversed allowing for variation N 69½° W 27½ pes. to the land late of Jacob Wilhide Stull to the said David S. Ogle, dated April 1st 1871. thence by the said line reversed S 21¾° W 21 9/10 pes. to a stake on the south side of an Old Mill tail race, thence by lines of division now located, three courses S 54½ E 11 9/10 pes, S 66 E 10 6/10 pes. thence N 17½ E 8 2/10 pes. S 70¼ E 5 13/20 pes to the middle of the road aforesaid, thence along the middle of said road, N 23 E 16 9/10 pes to the beginning containing 3¾ 9 square perches of land.

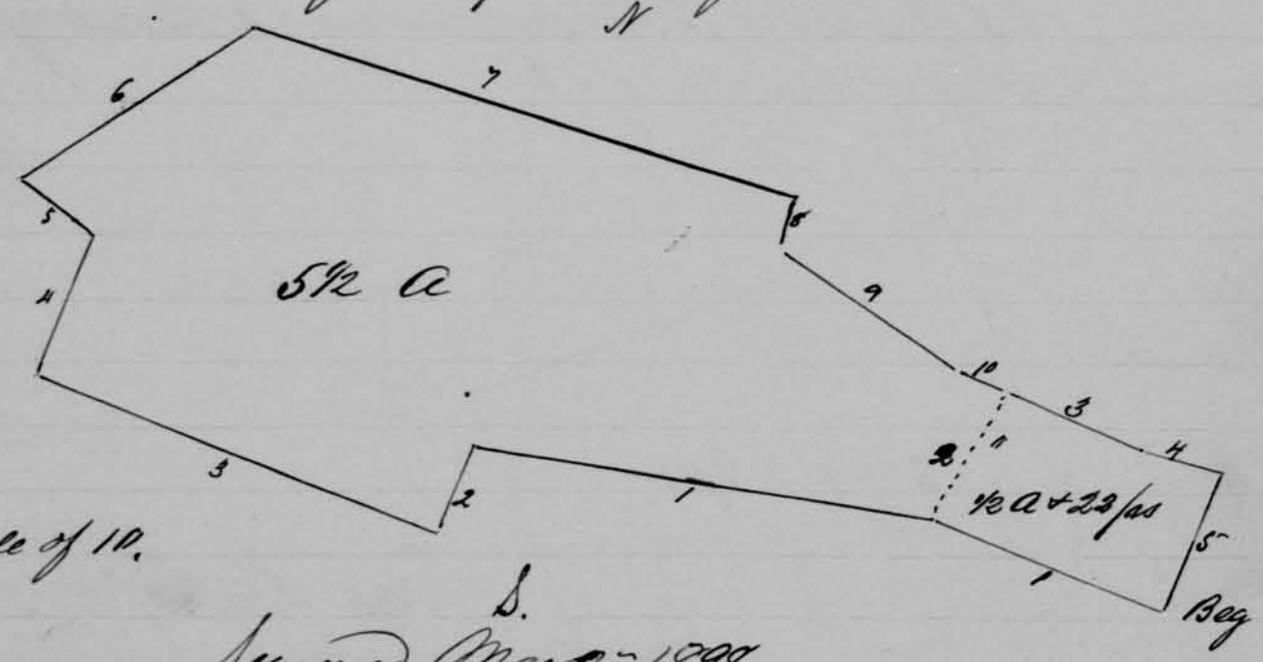
Surveyed May 2 1898.
Jas. A. G. Frier

Plat of two parts of the Real Estate of David S. Ogle situated at Union Bridge, in Carroll County, Maryland, sold by John W. Engel Mortgagee.

Beginning for the longer of said two parts at a corner on the south side of and near the track of the Western Maryland Railroad, in line of the second line of the deed from William Zimmerman and wife to Josiah Moore and Benjamin Shirk to George P. Bucher and running thence along the side of and

near the track of said Railroad, N 81° W 25½ lks thence, S 22¾ W 5 10/100 lks. To the West line of an Alley, and intersecting a line of the Lot of C. B. Myers, thence along the West line of said Alley, N 6¾ W 23 lks. To, intersect the third line of a Lot conveyed by Joseph Moore, & Ephraim Kosher. thence bounding on the lines of said Koshers Lot- two courses viz: N 23¼ E 8¼ lks. N 52 W 5 10/100 lks. To the North bank of an old tail race, intersecting a line of land formerly belonging to Sarah Matthias. thence along the lines of said land two courses, N 57. E 15 3/20 lks. N 73¾ E 30 7/10 lks. thence S 21¾ W 2 70/100 lks to a stake on the South bank of said tail race, thence by lines of division now located, three courses, S 54½ E 11 90/100 lks S 66 E 2¾ 10/100 lks S 27¾ W 8 lks to the beginning containing 5½ acres of land.

Beginning for the smaller of said two tracts or parcels, in the middle of the Railroad at Union Bridge, it being at the end of the first line of the deed from William Zimmerman and wife Joseph Moore and Benjamin Shirk & George R. Buckey, and running thence with the second line of said deed, N 68 W 3½ lks. thence by lines of division now located, N 27¾ E 8 lks. To a stone planted, S 66 E 8 2/10 lks S 78¼ E 4 7/10 lks. To the Middle of the Main Road. To and said To the beginning of the last line in a deed from James L. Hamilton and Clarissa Ann Stoner to Ann Shaw dated March 6th 1868, it being the end of the 12th line in a deed from Samuel Shunk Trustee to Jacob Hess dated Feb'y 22, 1868, thence with said 12th line of said deed reversed. S 24. W 8 10/100 lks To the beginning containing one half acre and 22 square perches & allowance.



By a Scale of 10.

S.

Surveyed May 2nd 1898,
per H. L. Watt.

Order nisi &c Sale

John M. Engel
Mortgagee
vs
David S. Ogle
Mortgagor

No 3631 Equity.
In the Circuit Court for Carroll County.
Sitting as a Court of Equity.

Ordered this twelfth day of May A.D. 1898. That the sale of the Mortgaged property mentioned and described in the above entitled cause by John M. Engel Mortgagee under and by virtue of power contained in a Mortgage from David S. Ogle & Wife and filed in this cause, be finally ratified and confirmed unless cause

to the contrary be shown on or before the 2nd day of June next. Provided a copy of this Order be inserted in some newspaper published in Carroll County Maryland once a week for three successive weeks previous to the 5th day of June next.
The report states the amount of sale the seventeen hundred and four dollars and fifty three cents. $1704.53)

Jas. H. Billingslea, Clerk.

Printer's Certificate

Office of American Sentinel,

Westminster Md. June 18th 1898.

This is to certify that the annexed Order No 3631 Equity, has been published in the American Sentinel a newspaper printed and published at Westminster, Carroll County Md. once a week in each of 3 successive weeks previous to the 6 day of June 1898.

Ed. Reifsnyder Publisher
per Geo. H. Shriver,

Order ratifying Sale &c,

Ordered this 18 day of June A.D. 1898, that the sale of the Mortgaged property made and reported in the aforegoing Cause, be and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as required by the preceding order. The case is hereby referred to the Auditor to state an account in accordance with the provisions of the Mortgage filed in this Cause, and report the same to this Court with further order in the premises. And it is directed that the Vendor and Vendee is the same purchaser of both of the parcels of land in the petition and Order mentioned. It is further ordered that Charles B. Roberts be and he is hereby appointed Trustee to convey said two parcels of land to the said John M. Engel the purchaser thereof,

Charles B. Roberts,

Auditor,

John M. Engel, Mortgagee of David S. Ogle, Mortgagor } No 3631 Equity,
In the Circuit Court for Carroll County in Equity,
To the Honorable the Judges of the Circuit Court for Carroll County sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court, passed in this Cause he has examined the papers filed in the Cause, and thereupon states the within account as follows. He first made the "Statement of Mortgage Claim" which is herewith filed. He then charged the Mortgagee with the purchase money in his hands, and thereto allowed him his Commissions and expenses and all costs incurred to be allowed. The whole balance of purchase money thus left to wit: $1478.92 he distributed to John M. Engel Mortgagee

in part payment of his Mortgage Claim of $1608.52 debt and interest, which
appears by the Statement of Mortgage Claim herewith filed, which Ex-
hibit, on the date of the ratification of Sale (June 18/898) I asked to pay
said Mortgage claim to the extent of one hundred & twenty-
nine & 50/100 Dollars, All of which is respectfully submitted.
1898 June 30th Jno. J. Blanchard Auctioneer.

The Mortgaged Real Estate of David A. Ogle,
In Account with John N. Angel Mortgagee.

Debtor

1898. June 28th By Sales of the portions of the Mortgaged
Real Estate, then made by the Mortgagee John N. Angel
as appears by his report filed in this Cause May 12-
1898, aggregating the amount. $ 1076. 50
1898. June 28th By Sale of the portion of the Mortgaged
Real Estate then made by the Mortgagee to Charles Rock
and afterwards transferred to Henry L. Stein, and
he also titled as the purchaser thereof, as appears
by his report filed in this Cause May 12 1898
aggregating the sum of. 628. 03
Amount of Sales, $ 1704. 53

Credit.

To the Mortgagee, for his Commissions. $ 83. 66
To the Mortgagee, Amount paid Ed Ashley for printing, ad-
vertising Orders of Sale in this Cause, per Vouchers No 1 filed, 14. 50
To the Mortgagee Amount paid to Henry Stein, Texas Corporation
Taxes for 1896 & 97, per Vouchers Nos 2 & 3 filed, 6. 96
To the Mortgagee, Amount paid George P. Bobbey, Collr. Texas for
1895, 1896 & 1897, per Vouchers Nos 4, 5 & 6 filed, 55. 50
To the Mortgagee Amount paid Cook, Linder & Cook, Linder Solicitors
for Professional Services rendered per Voucher No 7 filed, 35. 00
To the Mortgagee to pay Thomas Cook for advertising Sales
per Voucher No 8 filed, 2. 50
To Jas. E. Billingsley Clerk, 18. 45
To Jno. J. Blanchard Auctioneer Making Statement of
Mortgage Claim, Stating this Account &c. 9. 00
Amount of Expenses, $ 225. 57

To John N. Angel Mortgagee the Whole Balance of
Purchase Money Debt $1478.52 in part payment of
his Mortgage Claim of $1608.52 debt and interest, which
appears by the Statement of Mortgage Claim herewith filed
which Balance on the date of the ratification of Sale June 18
1898 I asked to pay said Mortgage Claim & the extent of $425.52 the sum $ 1478. 96
Amount of Sale $ 1704. 53

Order nisi on Auditor.

No. 3631 Equity.

John H. Angel
Mortgagee
vs
David S. Ogle
Mortgagor

To the Circuit Court for Carroll County.

Ordered this 30th day of June A.D. 1898, that the Account of the Auditor filed in this Cause, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18 day of July next, provided a copy of this Order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.

Geo. H. Billingslea, Clerk,
Carroll County.

Office of American Sentinel,
Westminster Md. July 19th 1898,

This is to certify that the annexed Order nisi on Auditor has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of three successive weeks previous to the 18th day of July 1898,

H. Mumford, Publisher
per John H. Mutter,

Order ratifying Auditor

Ordered this 21st day of July A.D. 1898, that the aforegoing Account be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof being shown although notice as required by the preceding order. The Mortgagee is directed to collect and pay over accordingly.

Thaddeus B. Roberts,

Recorded

per Jas. H. Billingslea. Clerk,

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the City of Westminster, in Carroll County in the State of Maryland, on the first Monday of July for being the 4th day of the same Month, in the year of our Lord, one thousand eight hundred and ninety eight.

Were Present,

The Hon. Charles B. Roberts, Chief Judge,

Ephraim Hanies, Esq, Sheriff,

Jas. H. Billingslea, Clerk,

Among other were the following proceedings to wit:

Be it remembered that heretofore to wit: William Penrose assignee &c, Comes into Court here, sitting as a Court of Equity: and files his Order to Docket a Case, which appears in form and words as follows to wit:

William Penrose Assignee of Mortgage vs William M. Brown } Carroll County.

State of Maryland Carroll County to wit:

In the Circuit Court for Carroll County

In Equity.

To Jas. Billingslea, Clerk,

Please Docket suit in the above entitled case, file the Mortgage from William M. Brown to John McDonald dated June 4th 1892, and recorded among the Real Estate Mortgage Records of Carroll County in Liber B.D.G. No 32 folio 257 &c, given to secure the Mortgage debt of $1210.00 assigned on November 23rd 1897, by John McDonald to Robert J. Stanfield and assigned on April 21st 1898, by Robert J. Stanfield to William Penrose,

William Penrose, Solicitor,

Note,

$1210.00

Carroll County Md. June 4th 1892.

Three years after date, I promise to pay to John McDonald or order the sum of twelve hundred and ten dollars for value received with interest from date, the interest payable semi-annually, Test: J. Dennis Shipley.

William M. Brown,

This Note is secured by a Mortgage of even date,

Pay to the order of Robert J. Stanfield, Endorsed. John McDonald

The Mortgage from Wm M. Brown to John McDonald dated June 4th 1892, for $1210. which is recorded among the Real Estate Mortgage Records of Carroll County in Liber B.D.G. No 32 folio 257 &c, and assignments also recorded at the foot of said Mortgage,

Assignee's Bond,

Know all men by these presents, That we William Penrose of Baltimore City in the State of Maryland and the Fidelity and Deposit Company of Maryland, a body Corporate, duly authorized by its Charter to become sole surety on bonds, are held and firmly-

bound unto the State of Maryland in the full and just sum of twenty five hundred dollars, to be paid to the said State, or its certain attorney, to which payment well and truly to be made, we bind ourselves and each of us, and our and each of our heirs, executors, administrators successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this tenth day of May, in the year of our Lord one thousand eight hundred and ninety eight.

Whereas the above bounden William Penrose, by virtue of a power contained in a mortgage from William H. Brown to John M. Gould, dated June 4th 1892, and recorded in Liber B.C.K. No 2 folio 257 &c, one of the Land Real Estate Mortgage Record Books of Carroll County is authorized and empowered to sell the property described in said Mortgage in case of default being made in any of the covenants contained therein. And whereas such default has occurred and the said William Penrose is about to execute the power vested in him in said Mortgage, Now the condition of the above obligation is such that if the above bounden do and shall abide by and perform any order or decree which shall be passed by this Court of Equity in relation to the sale of said property & the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law,

Signed sealed and delivered in the presence of Robt. J. Stanton Attest. H. E. Biler Secretary.

William Penrose (Seal)
Fidelity and Deposit Company of Maryland per Edwd. W. Warifield President.

Test: Jas. H. Billingslea. Clerk.

Exd. & approved May 11th 1898. Report of Sale.

William Penrose, Assignee of Mortgagee Plaintiff
vs
William H. Brown Defendant.

In the Circuit Court for Carroll County.
In Equity.

To the Honorable the Judges of said Court,

The report of sale of William Penrose, assignee of Mortgagee in the above entitled cause, respectfully represents unto your Honors,

That after giving bond for the security of the trust reposed in him by this Honorable Court, which bond was duly approved and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Democratic Advocate, a newspaper published in Carroll County for more than twenty days preceding the day of sale, a copy of said advertisement being hereto annexed, and by hand bills distributed throughout the County, said Assignee of Mortgagee did, pursuant to said notice, on Wednesday the 25 day of May, 1898, at 11 o'clock, A.M., attend on the premises and then and there sold the real estate described in the aforesaid Mortgage,

in manner following, that is to say;
Your Assignee of Mortgage, offered at public sale to the highest bidder the property mentioned in said Mortgage, situated in Carroll County, in the State of Maryland and described as follows,
All those lots or parcels of land, situate lying and being in Carroll County aforesaid, First: All that lot or parcel of land which the said William H. Brown obtained from Edward D. Brown, Samuel T. Brown, and Susannah A. Pearce, and described, by deed dated 14th November 1891. described as follows, to-wit: Beginning for the same at a stone now planted at the intersection of the road leading from the Mansion House of Elias Brown, with the public road leading from Manchesterville to the Liberty road at Leaches Shop, and bounding westerly on the land devised to Elias Brown as now known, with two deg. allowance to correct the variation, South 77½ deg. East 11¼ perches, North 42 deg. East 39 perches to a white stone, at the beginning of Samuel T. Brown's lot, and bounding westerly on said lot, North 17½ deg. West 18⅝ perches to a stone, North 86 deg. East 12 5/10 perches to intersect the South 85 deg. East 68 perches line of Edward D. Brown's lot, and bounding westerly on said lot, North 85 deg. West 44½ perches, to a stone, North ¾ deg. West 26 perches to a stone, South 51 deg. West 73 perches, to a stone now planted, at the end of the South 37 deg. East 1 1/2 perches line of Susannah A. Pearce's lot, and thence with the outline of the whole tract as now run, with two deg. allowance to correct variation South 49 deg. East 96¼ perches to the first place of beginning containing 66 acres, 3 roods and 20 perches more or less, being and intending to be the same land and premises conveyed to Edward D. Brown by deed bearing date the 4th day of June 1892, the above described land being a part of the same land which Mordecai T. Ecker, Trustee appointed by William H. Brown and others, by deed dated the 14th day of December 1890, and recorded among the Land Records of Carroll County in Liber B. D. C. No. 73 Folio 459 &c.
Second, All that lot or parcel of land, composed of Grants called "Cumberland Enclosure" and "Addition to a Tract called "Hardwoods Enclosure" which the said William H. Brown obtained from Edward D. Brown, Samuel T. Brown and wife, and Susannah A. Pearce and husband bearing date June 4th 1892, and containing seventy (70) acres and three (3) roods of land more or less and fully described in said deed.
Third, Also all that lot or parcel of ground, which the said William H. Brown obtained from Edward D. Brown by deed bearing date the 4th of June 1892, as above stated being a part of the same land more fully and at large described, being a part of the same land which the said Edward D. Brown obtained from William H. Brown, Samuel T. Brown and wife and Susannah A. Pearce and husband also

bearing date the fourth day of June, 1892. this said lot or parcel of land containing thirty four (34) acres of land more or less. And the said Assignee of Mortgage sold the above described property as aforesaid to Wm. Brinton and Benj. C. Brinton his wife for the sum of two thousand and fifteen dollars ($2015.00) they being the highest bidders therefor. the terms of said sale having been complied with as the ratification of said sale by this Honorable Court.

Respectfully submitted.

William Penrose, Assignee of Mortgage.

State of Maryland, City of Baltimore sct.

I hereby certify that on this 31st. day of May, eighteen hundred and ninety eight, before me the subscriber a Justice of the Peace, of the State of Maryland, in and for the City of Baltimore aforesaid personally appeared William Penrose assignee of Mortgage, and made oath that the facts stated in the foregoing report of sale, are true as therein set forth and that the sale thereby reported was duly made.

As witness my hand and seal.

H. B. Esmond, J.P.

State of Maryland, Baltimore City Sct.

I hereby certify that H. B. Esmond Esquire, before whom the annexed affidavit was made and who has thereto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland, in and for the City of Baltimore duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgments, As Witness my hand and seal of office.

Robt. Ogle

Clerk of the Superior Court of Baltimore City.

Order nisi for sale.

No. 3640 Equity.

William Penrose, Assignee of Mortgage vs William M. Brown, Defendant. } In the Circuit Court for Carroll County, Ordered this 1st day of June, 1898, that the sale of the Mortgaged property made and reported in the above entitled Cause by William Penrose assignee of Mortgage, of the Mortgage from William M. Brown to John M. Arnold, dated June 4th, 1892, and recorded among the Real Estate Mortgage Records of Carroll County in Liber B.B.B. No. 32, folio 257 &c, be finally ratified and confirmed unless cause to the contrary be shown on or before the 1st day of July next. Provided a copy of this order be inserted in some newspaper published in Carroll County, Maryland, once a week for three successive weeks previous to the 27th day of June next.

The report states the amount of sale to be $2015.00

Jas. H. Billingslea, Clerk.

Printer's Certificate.

Westminster Md. July 5th 1898.

We hereby certify that the annexed Order nisi or Sale was published for three successive weeks prior to the 4th day of July 1898, in the Democratic Advocate, a newspaper published in Carroll County, Md.

Vandeford Bros.
Editors and Publishers.

Order ratifying Sale.

William Penrose
Assignee
vs
William M. Brown
Mortgagor

No 3640 Equity.

In the Circuit Court for Carroll County.

Ordered by the Circuit Court for Carroll County, on this 5th day of July, A.D. 1898, That the Sale of the Mortgaged Real Estate made and reported by William Penrose Assignee in this Cause, be and the same is hereby finally ratified and confirmed, unless Cause to the contrary shewn on or before the 4th day of August next, provided a copy of this Order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the 4th day of July next; The report states that the amount of sales is $1574.00.

The Court further ordered that the Assignee do pay unto the Solicitors of the Mortgagee their costs in this behalf.

True Copy Test
Charles B. Roberts
Clerk.

Audit.

William Penrose
Assignee of Mortgagee
vs
William M. Brown
Defendant.

No 3640 Equity.

In the Circuit Court for Carroll County, in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court passed in this Cause, he has examined the papers filed in the Cause and therefrom states the following accounts & allows.

He first proceeds the "Statement of Mortgage Claim" then proceeds the "Statement of Claims" which Statements are herewith filed. He then charged the Assignee with all the purchase money in his hands and thereon allowed him his Commissions and expenses, and all costs incident to be allowed. He then distributed the amount of $1574.00 to William Penrose, Assignee of Robert J. Stanfield, Assignee of John McDonald, Mortgagee in payment in full of his "Mortgage Claim, debt and interest" which appears by the "Statement of Mortgage Claim" hereto filed. He then distributed the amount of $68.81 to William B. Thomas in payment in full

of his Judgment Claim debt interest and costs, which appears by Claim No. iii Statement of Claims filed with filed, The balance of Franchise money there of Dec'r $235.83 to be distributed to William B. Thomas, Mortgagee in part payment of his Mortgage Claim of $253.09 debt and interest which appears by Claim No 2 in Statement of Claims" herewith filed, which balance on the date of this account fails to pay said Mortgage Claim in the extent of $17.26

1898 July 12th All of which is respectfully submitted.

Jno. J. Bonnegantzer. Auditor.

The Mortgaged Real Estate of William B. Brown,

in account with William Penrose Assignee &c,

Debtor.		
1898 May 25th By Sale of the Mortgaged Real Estate thereof made by the Assignee &c, to Amos G. Symington and Emma A. Symington his wife as appears by Deed filed in this Cause, June 4th 1898, amounting to the sum of		$2015. 00
Credit.		
To the Assignee &c, for his commissions,	$ 93. 45	
To the Assignee &c, amount paid U.S. Stamps for Auctioneers Sale, per Voucher No 1, filed,	15. 00	
To the Assignee &c, amount paid for Internal Revenue Stamps for Deed to the purchaser,	2. 50	
To the Assignee &c, Disbursements for printing per Voucher No 2 filed,	13. 00	
To the Assignee &c, Disbursements Joseph G. Brandenburg Collr. Taxes for 1896, 1897 & 1898 per Vouchers No 2, 3, 4 & 5 filed,	60. 12	
To the Assignee &c, Disbursements Charles P. Woods, Solr. for professional services rendered per Voucher No 6 filed,	50. 00	
To Jas. A. Billingslea Solr.	20. 00	
To Publication Order nisi on this account,	1. 50	
To Jno. J. Bonnegantzer Auditor. Making Statement of Mortgage Claim, Making Statement of Claims, Making Copies &c,	13. 50	
To the Assignee &c, Disbursements Robert V. Stansfield Collr. Taxes for 1894, paid by John McDonald Mortgagee May 15th 1897, and due him as assigned to wit: $30.03 with interest on $29.03 thereof from May 15 1897 to July 12 1898 $2.22 aggregating	32. 05	
To the Assignee &c, Disbursements Robert V. Stansfield, Collr. for taxes for 1895 paid by John McDonald, Mortgagee, April 12 1897, and due him as Assignee to wit $32.22 with interest on $29.82 thereof from April 12 1897 to July 12 1898, $2.24 Aggregating,	34. 46	
Amount Expended.	$ 335. 58	

To William Penrose, Assignee of Robert V. Stansfield Assignee of John McDonald, Mortgagee in payment in part of his Mortgage Claim debt and interest which appears by the Statement of

Mortgage Claim" herewith filed. the sum of $ 137.78

To William B. Thomas, in payment in full of his judgment claim, debt interest and costs, which appears by Claim No. in "Statement of Claims" herewith filed the sum of. 68.81

To William B. Thomas. Mortgage. the balance of purchase money due with $235.83 in part payment of his Mortgage Claim of $253.59 debt and interest. which appears by Claim No2. in "Statement of Claims" herewith filed. which balance, on the date of this Account falls due upon said Mortgage claim. To the credit of $17.26 the sum of 235.83

Amount of Claim. $2015.02

Order nisi on Audit.

No 3640 Equity.

William Penrose, Assignee of Mortgage vs William N. Brown, defendant

In the Circuit Court for Carroll County.

Ordered this 2d day of July A.D. 1898, that the Account of the Auditor filed in this cause, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of August next. Provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.

Jas. H. Billingslea. Clerk,

Penless Certificate.

Westminster Md. Aug 2 1898.

We hereby certify that the annexed Order nisi on Audit. was published four successive weeks prior to the 1st day of August 1898 in The Democratic Advocate, a newspaper published in Carroll County Md.

Vandeford Bros.,

Editors and Publishers.

Order ratifying Audit.

No 3640 Equity,

Wm Penrose vs Wm N. Brown

Ordered this 2 day of August, A.D. 1898, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the foregoing Account and report of the Auditor, be and the same is hereby finally ratified and confirmed unless cause to the contrary thereof be shown, although due notice appears to have been given by the preceding Order nisi, and the Assignee of Mortgage is directed to pay the proceeds of sale in accordance with said Audit.

Charles B. Roberts,

Recorded

By Jas. H. Billingslea. Clerk,

Maryland Set.

At a Circuit Court for the Fifth Judicial District of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the 1st Monday of July (it being the 5th day of the same Month) in the year of our Lord One thousand eight Hundred and ninety eight.

Were Present.

The Hon. Charles B. Roberts Chief Judge,

Ephraim Harris Esq. Sheriff,

James H. Billingslea. Clerk.

Among other Orders the following Proceedings Viz:

Be it remembered that heretofore Viz: on the 28th day of July A.D. 1897, S. Franklin Hale by John S. Rogers his Attorney, Came here into Court, Sitting as a Court of Equity, and files his Order & Docket case, which appears in form words as follows Viz:

Ellicott City July 27th 1897.

B. F. Crouse Esq.

Dear Sir, Please record these assignments, and Docket case of

S. Franklin Hale
vs
Edward D. Brown et ux } Eq. Docket.

for Note,

Carroll County Maryland, June 4th, 1892.

$1275.00 Three years after date I promise to pay to John W. McDonald or Order or order the sum of twelve hundred and seventy five dollars, for value received, with interest from date, the interest payable semi annually,

Test: Frank Shipley. Edward D. Brown,

Endorsed. This Note is secured by Mortgage of even date, July 19th 1897. Witness Recorded, John W. McDonald,

per Mortgage

1st Mortgage is from Edward D. Brown, to John W. McDonald dated June 4th 1892 for $1275.00 and recorded among the Real Estate Mortgage Records of Carroll County in Liber B. No. 132 folio 252 &c, which Mortgage was duly assigned to S. Franklin Hale, on the 19th day of July 1897, which assignment is duly recorded on the Docket of said Mortgage.

2nd Note

$645.50 Carroll Co. Md. January 1st 1894.

Three years after date, we jointly and severally promise to pay to the order of John W. McDonald the sum of Six hundred and forty five & fifty cents, for value received, with interest from date,

the interest payable semi annually.

Witness.

Edward D. Brown
Susan A. Brown

Endorsed as follows,

This Note is secured by a Mortgage of even date herewith.

July 19th 1897 Without recourse

Jno. M. McDonald.

For Mortgage, see from Edward D. Brown and wife to John M. McDonald, dated June 1st 1894 for $645.50 and recorded among the Real Estate Mortgage Records of Carroll County, in Liber B.P.C. No 35 folio 383 &c, which Mortgage was duly assigned to S. Franklin Hale, on the 19th day of July 1897, which assignment is duly recorded on the foot of said Mortgage.

Assignees Bond.

Know all men by these presents, That we S. Franklin Hale, Caleb D. Hale and John S. Rogers, all of Howard County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of five thousand dollars, current money, to be paid to the said State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves, each of us, and each of our heirs executors and administrators, jointly and severally firmly by these presents sealed with our seals and dated this 31st day of July 1897. Whereas by virtue of a power contained in two Mortgages, from Edward D. Brown and wife dated respectively the fourth day of June 1892, and Eleventh day of September 1894 and recorded respectively in Libers B.D.G. No 32 folio 352 &c and B.P.C. No 35 folio 383 &c of Carroll County, Mortgage Real Estate Records, which Mortgages have been assigned to S. Franklin Hale and said Assignments recorded, the aforesaid S. Franklin Hale as assignee, of said Mortgages is about to sell the property thereby Mortgaged. Now the condition of the above obligation is such, That if the above bounden S. Franklin Hale do and shall well and faithfully perform the trust reposed by him by said Mortgages and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such Mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, Sealed and delivered
in the presence of
Jno. E. Koontzler

S. Franklin Hale (Seal)
Caleb D. Hale, (Seal)
Jno. S. Rogers (Seal)

The within Bond is hereby approved this 4th day of Aug. 1897.

Test; Jacob D. Wantz Clerk.

Report of Sale.

S. Franklin Hale
Assignee
vs
Edward D. Brown and wife

In the Circuit Court for Carroll County in Equity.

To the Honorable the Judges,

The report of S. Franklin

Hale, assignee of two several Mortgages filed in this case respectfully shows,
1st. That there being default in the payment of the principal sums, and
interest, The Assignee proceeded to execute the power of sale mentioned
in said Mortgages, and that the manner and course of this pro-
ceeding was as follows,
That after giving bond with security for the faithful discharge
of his trust as required by law, and giving notice of the time
place, manner & terms of sale by advertisement in the Westminster
Democratic Advocate a weekly paper published in Carroll County, for more
than three weeks before the day of sale, and by hand bills, extensively
circulated, and set up at the Court House door in Westminster,
he did pursuant to said notices attend at the same on Saturday
the 21st day of August A.D. 1897, at Eleven O'clock A.M. and there and
then proceeded to sell said Mortgaged Real Estate as a whole, and
became the purchaser thereof himself, he being there, and there the
highest bidder therefor, at the sum of two hundred and seventy
five dollars, which is respectfully submitted
S. Franklin Hale Assignee.

Carroll County, Set.

On this 23rd day of August, 1897, before the subscriber
Clerk of the Circuit Court for Carroll County, personally ap-
peared, S. Franklin Hale, assignee, and made oath in due
form of law that the matters and things set forth in the foregoing re-
port are true to the best of his knowledge and belief and
that the sale therein reported was fairly made
J. H. Owings, Clerk.

Order nisi on Sale.

S. Franklin Hale, assignee
vs
Edward D. Bowers et wife
} In the Circuit Court for Carroll County.
In Equity. No 3563

Ordered this 24th day of August
A.D. 1897, that the sale made and reported by
S. Franklin Hale, assignee, of the sale of the
real estate of Edward D Bowers, and wife, be ratified and con-
firmed unless cause to the contrary thereof be shown on or
before the 27th day of September next; Provided a copy of this Order
be inserted in some newspaper published in Carroll County, once
in each of three successive weeks, before the 20th day of September
next. The report states the amount of sale to be $275.00
Benj. F. Crouse, Clerk,

Printer's Certificate.

Westminster, Md. September 29th 1897.
We hereby certify that the annexed Order nisi on Sale, was published
once in each of three successive weeks, prior to the twentieth day
of September 1897, in The Democratic Advocate a newspaper

Published in Carroll County Md.

Vanderford Bros.
Editors and Publishers.

Order ratifying Sale.

S. Franklin Hale
Assignee
to
Edward D. Brown and wife

No 3563 Equity.
In the Circuit Court for Carroll County.
Ordered this 24th day of October, A.D. 1897.
That the sale made and reported by S. Franklin Hale Assignee aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order in this cause, and that the said Assignee be allowed the usual commissions and such proper expenses, as he shall produce vouchers for to the Auditor. And it is further ordered and decreed, that the Mortgagor and Purchaser in this cause being one and the same person, that John A. Rogers, of Howard County Maryland, be and he is hereby authorized & directed to convey to said S. Franklin Hale the Mortgaged property described in said Mortgage and sold in this Cause.

True Copy Test.
Charles B. Roberts.
Clerk.

Audit.

S. Franklin Hale
Assignee
vs
Edward D. Brown and wife

No 3563 Equity.
In the Circuit Court for Carroll County in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, Sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court passed in this Cause he has examined the papers filed in the Cause, and therefore states the within Account as follows,

He first made the "Statement of Mortgage claims" which is herewith filed. He then charged the Assignee, with all the purchase money sales Bonds, and interest allowed him his Commissions and expenses, and all costs properly to be allowed, The whole balance of purchase money, thus left in his hands $2067.87 he distributed to S. Franklin Hale, Assignee of John McDonald Mortgagee, in part payment of his two Mortgage Claims aggregating $2088.99 debt and interest which appears by the "Statement of Mortgage claims" herewith filed, which balance by the date of the ratification of sale, October 24th 1897, failed to pay said Mortgage claim to the extent of Nineteen 03/100 dollars.

All of which is respectfully submitted.

1897, December 3rd

Jno. J. Baumgardner
Auditor.

The Mortgaged Real Estate of Edward L. Brown and wife
In account with S. Franklin Hale Assignee &c

Debtor.

1897. August 21st. By Sale of the Mortgaged Real Estate thereof made by the Assignee S. Franklin Hale, as will appear by his report filed in this cause August 24th 1897. amounting to the sum of. $2275.00

Credit.

To the Assignee &c, for his Commissions	$	101.25
To the Assignee &c, Amount paid Sauerbrod Bros. for printing including Order nisi on this Account, per Voucher Filed,		12.00
To the Assignee &c, Amount paid Joseph J. Bodenheimer, Circt. Clerk for 1897, per Voucher No 2 filed,		31.88
To the Assignee &c, to pay, Joseph W. Bennett for Auctioneering Sale per Voucher No 3 filed,		10.00
To the Assignee &c to pay John L. Rogers, Solicitor for professional Services included per Voucher No 4 filed		25.00
To Benj. F. Crouse Clerk,		18.00
To Jos. H. Baumgartner, Auditor making Statement of Mortgage Claims stating this Account &c, including Extracts		9.00
	$	207.13

To S. Franklin Hale, Assignee of John McDonald Mortgagee the whole balance of Purchase money to wit: $2067.87 in part payment of his two Mortgage Claims aggregating $2080.00 debt and interest which appears by the Statement of Mortgage Claims herewith filed, which balance on the date of the ratification of Sale, October 4th 1897 failed to pay said Mortgage claims to the extent of $13.00 the same of.

~~Amount of Sale~~
Amount of Sale

	2067.87
	$2275.00

Order nisi on Auditor.

S. Franklin Hale Assignee vs Edward L. Brown and wife

No 3563 Equity.

In the Circuit Court for Carroll County, Ordered this 2nd day of December, A.D. 1897, that the account of the Auditor filed in this cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 20th day of December inst: Provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County

Jas. H. Billingslea.
Clerk.

No - Omitted Certificate, & No Order ratifying same.

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the City of Westminster in Carroll County in the State of Maryland, on the 1st Monday of July, it being the day of the same Month, in the year of our Lord one thousand eight hundred and ninety three,

Were Present,

The Hon. Charles B. Roberts, Chief Judge,

Albert A. Dorsey, Esq. Sheriff

Benj. F. Crouse Clerk,

Among other were the following proceedings viz:

Be it remembered that heretofore to wit: on the 2nd day of July A.D. 1892, Charles Jones and Elizabeth G. Smith Executors &c of W.H.H. Thomas & James H. Bond Esqrs. their Solicitors come here into Court sitting as a Court of Equity, and file their Bill of Complaint, which appears in form and words as follows to wit:

Charles Jones and Elizabeth G. Smith Executors of Dennis H. Maynard deceased and Charles Jones surviving partner of the firm of Dennis H. Maynard and Charles Jones trading as D. H. Maynard and Co.

Plaintiffs

vs

Columbus Cover and Julia A. Cover his wife Addie E. Bale and William B. Thomas

Defendants.

No 3068 Equity.

In the Circuit Court for Carroll County.

To the Honorable the Judges of said Court,

Your Orator and Orator says:

1st That Dennis H. Maynard departed this life in Carroll County Maryland in the Month of September 1890 leaving a last will, which was admitted to probate by the Orphans Court of Carroll County, and your Orator is duly and legally appointed as Executor & acting as Executor thereof.

2. That at the time of the death of their testator the defendant, Columbus Cover was indebted to him in the sum of several thousand dollars incurred during the years, 1885. 1886. 1887 and 1888, on account of sales of phosphate and fertilizers made to him by said testator,

3. That said Cover, owes on a like account for 1889, indebted to your Orator Charles Jones, the surviving partner of the firm of D. H. Maynard & Co. in the sum of $400.

4. That in the early part of October 1890, your Orator and Orator endeavored to secure a settlement of said accounts, and to that end caused said Cover to come to an adjustment and settlement thereof, but to their success, and thereafter brought suit on the law side of this Court on the 29th day of November 1890.

5 That said suits, on application of the defendant, Cover, were removed to the Court of Common Pleas of Baltimore City for trial,

and judgments recovered therein against the defendant on the 24th day of June 1892, as follows, In the suit brought by your Orator, and Oratrix, as Executors and Executor, the sum of $1600 debt, and $47.95 Costs, In the suit of your Orator as surviving partner the sum of $400, and $37.20 cents Costs, As will appear by certified Copies of said Judgments hereunto filed marked Exhibit A. & B.

6. That your Orators and Orator caused Writs issued out of the Court of Common Pleas of Baltimore City, upon said several Judgments, the Writs of Fieri Facias directed to the Sheriff of Carroll County, returnable to the first term for Carroll County, on the first Monday of July 1893, together with the Docket Entries in said Cases; That the Sheriff by virtue of said Writs, proceeded to execute the same and to his execution, did the following described tracts, parts of tracts, pieces or parcels of land, situate in Carroll County aforesaid, which were conveyed by John S. Watt, and wife to the said Columbus Cover, by deed bearing date the twenty fourth day of August, in the year eighteen hundred and seventy eight and recorded among the Land Records of Carroll County in Liber J. W. No. 65 folio 226 &c, and containing forty three acres, three roods and twelve square perches of land more or less. And also the following described tract, part of a tract piece or parcel of land, which was conveyed by Lewis Bair and wife to the said Columbus Cover, by deed bearing date the seventh day of May, in the year eighteen hundred and sixty seven and recorded among the Land Records of Carroll County, in Liber W. N. W. No. 68 folio 170 &c, containing two acres, three roods and twenty three square perches of land more or less, saving and excepting therefrom all that land which the said Columbus Cover and wife conveyed to Jesse A. Bair by deed bearing date the seventh day of May, in the year eighteen hundred and eighty eight and recorded among the Land Records of Carroll County, in Liber W. N. W. No. 71 folio 69 containing one quarter of an acre of land more or less. And also the following described tract, piece or parcel of land which was conveyed by Lewis M. Shuey, to the said Columbus Cover, by deed bearing date the twenty fifth day of March in the year eighteen hundred and eighty, and recorded among the Land Records of Carroll County, in Liber D. F. S. No. 53 folio 131 &c containing thirty seven acres, three roods and twelve square perches of land more or less, saving and excepting therefrom the following described pieces or parcels of land, all that lot piece or parcel of land, which the said Columbus Cover and wife conveyed to Joseph Bushman by deed bearing date the ninth day of April in the year Eighteen hundred and eighty, and recorded among the Land Records of Carroll County in Liber D. F. S. No. 53 folio 142 &c, containing nine acres, three roods and thirteen square perches of land more or less, And also all that lot piece or parcel of land which the said Columbus Cover and wife conveyed to John W. Hellen by deed

bearing date the ninth day of April in the year eighteen hundred and eighty, and recorded among the said Records of Carroll County in Liber R. T. No 53 folio 433 &c, containing thirteen acres one rood and twelve square perches of land more or less. The said several parcels of land lying contiguous and containing 61 acres of land more or less, and appraised at $60.00 per acre, the amount of which is $3660.00 and also the following personal property with the appraised value thereof. 1 Cook stove, table and 6 chairs $30.00 one sheet stove 4.00 1 side board 5.00 1 table 2.00 1 sewing Machine 5.00 one Organ 35.00 12-chairs, 6.00 1 sofa 5.00 1 Bedroom suit $50.00 1 Bedroom suit, 20.00 1 bed and 2 chests 8.00 2 beds and 1 bureau, 10.00 1 bedstead 2.00 2 barrels vinegar 2.00 1 bay horse 100.00 1 Brown horse 100.00 1 bay mare and colt 60.00 1 set wagon harness, 25.00 1 set buggy harness 5.00 1 dog cart, 10.00 1 jagger 3.00 1 Corn sheller 4.00 1 heavy wagon $40.00 1 light wagon 25.00 1 platform Scales 5.00 1 Western wagon 25.00 1 rake 4.00 1 chopping Mill 30.00 1 Cutting box 2.00 1 hay Carriage 2.00 2 bright Cows 50.00 2 dark Cows 50.00 1 black Cow 20.00 1 Bull 5.00 2 Calves 15.00 1 sleigh 5.00 1 Mule, 25.00. 1 Wagon 8.00. a. amounting in all to $858.00

7th That said Cows is possessed of no other property either real or personal, other than that enumerated in said Schedules mentioned in the preceding 6th paragraph,

8. That said real estate so sold as in execution under said judgments aforesaid is encumbered by a Mortgage from said Baker and wife to Adelbert F. Baile, bearing date on the 7th day of May 1892, to secure the sum of $1200.00 as will appear by certified copy of same herewith filed marked Exhibit B,

9th That said personal property so seized and taken in Execution is appraised at $858.00 as will appear upon said Schedules thereof. And your Orator and Orator charges that the same is claimed by the defendant Sallie E. Corbett as her separate property and estate and not liable for the debts of her husband nor to the further use and satisfaction of said judgments,

10th Your Orator and Orator charge that the said Columbus Corbett being indebted unto their debtor, and unto your Orator, does now or some time prior to the filing of this Bill, and as shown by said judgments, designing to delay, and prevent the collection of said debts, and to defraud and defraud your Orators of their just claims fraudulently and in prejudice of the rights of his said Creditors confessed a judgment in the Circuit Court for Carroll County, on the 25 day of October 1890 the Month following the death of said Mayfield for the sum of $2500. with interest from the 25 day of October 1890 and $2.50 Costs of suit in favor of William B. Thomas. That on the first day of November 1890. three days after said judgment was confessed

the said William B. Thomas entered the same to the use of Julia A. Bower wife of said Columbus without recourse, That on May 7th 1892, said defendants Bower and wife waived said Judgment both in favor of the Mortgage claim of said Addie F. Baile, as well appears by a certified Copy of said Judgment herewith filed & marked Exhibit D,

11. Your Orator and Oratrix are advised that the Mortgage claim of said Addie F. Baile is founded upon a just and bona fide consideration, and that the same as appears thereon is a legal one,

12. But they charge that said Judgment was confessed by said Thomas in collusion and in fraud of their rights, and that the same was assigned to said wife for the purpose of covering up the property of their debtor said Columbus, and withdrawing the same from the reach of your orator's and Oratrix's claims thereby, against him, and preserving the same for his own use and in prejudice of their just rights, That said Judgment was confessed as a part of a scheme to cheat and defraud these plaintiffs in the collection of their just debts,

To the end that said Judgment may be set aside and annulled and declared fraudulent and void as against them and that your Orator and Oratrix may have such further and other relief as their case may require,

May it please your Honor to grant unto your Orator and Oratrix the writ of subpoena against the said Columbus Bower Julia A. Bower his wife Addie F. Baile and William B. Thomas of Howard County Commanding them to appear in this Court at some certain day to be therein named, to answer the premises and abide by and perform such decree as may be passed therein and as is duly bound &c.

Wm. B. Thomas } Solicitors for
Jas. A. C. Bond, } Complainants,

State of Maryland Howard County Sct.

I hereby certify that on this 2nd day of July in the year eighteen hundred and ninety two, before me the subscriber a Justice of the Peace of the State of Maryland in and for Howard County, personally appeared Charles Jones one of the Defendants and made oath in due form of law that the matters and facts in the foregoing Bill of Complaint are true to the best of his knowledge and belief as therein stated.

Wm. J. Mattern, J.P.

Ex. Filed A.

Charles Jones surviving partner of Dennis A. Maryland and Charles Jones Co-partners trading under the name and style of D. A. Maryland & Co

vs

Columbus Bower.

In the Circuit Court for Howard County.

1892 June 25th Copy of Docket Entries from the Clerk of the Court of Common Pleas of Baltimore City. Filed.

1892, June 24th Judgment in the sum of $400.22 for the plaintiff

with interest from date, each party to pay half the Costs including the Arbitration fee of $25.00 Plaintiffs Costs $27.90. Defendants Costs $26.85
Docket No 1 folio 71. Test. Benj. D. Crouse Clerk,

State of Maryland Carroll County Sct.

I Hereby Certify that the aforegoing is a true short copy of the Judgment in the above entitled Case, taken from the Record of Proceedings of the Circuit Court for Carroll County; and I hereby further certify that there is no writ or other proceeding in said case to shew that the said Judgment hath been paid or satisfied. In testimony whereof I have hereunto subscribed my name and affixed the seal of the Circuit Court for Carroll County this 25th day of July A.D. 1892.

Seal

Benj. D. Crouse Clerk of the Circuit Court for Carroll County.

Exhibit B.

Charles Jones & Elizabeth S. Smith Executors of Dennis A. Magruder vs Columbus Cover. } In the Circuit Court for Carroll Co. 1892. June 25th Copy of Docket Entries from the Docket of the Court of Common Pleas of Baltimore City Filed.

June 24th 1892. Judgment on the award for $1600.00 for the plaintiffs with interest from date each party to pay half the Costs including the Arbitrators fee of $25.00 Plaintiffs Costs $47.95 Defendants costs $27.45
Docket No 1 folio 71. Test. Benj. D. Crouse, Clerk,

State of Maryland Carroll County Sct:

I Hereby certify that the aforegoing is a true short copy of the Judgment in the above entitled Case, taken from the Record of Proceedings of the Circuit Court for Carroll County; and I hereby further certify that there is no writ or other proceeding in said case to shew that the said Judgment hath been paid or satisfied.

Seal

In testimony whereof I have hereunto set my hand and affixed the seal of the Circuit Court for Carroll County this 25th day of July A.D. 1892

Benj. D. Crouse, Clerk of the Circuit Court for Carroll County.

Exhibit C. Is a Copy of a Mortgage from Columbus Cover and wife to Addie S. Baile, dated May 7th 1892. for the sum of $1200.00 which Mortgage is recorded among the Real Estate Mortgage Records of Carroll County in Liber B.D.C. No 32 folio 159 &c,

Exhibit D.

William B. Thomas vs Columbus Cover. } In the Circuit Court for Carroll Co. August Term 1890.

1890 October 27th Judgment by confession for the sum of $2500.00 with interest from the 25 day of October A.D. 1890. and $2.50 Costs of suit.

1890 Nov 1st Judgment entered to the use of Julia A. Cover without recourse &c.

Order by D.H. Reed,

1892. May 7th We hereby waive the priority of issue of this Judgment on the

Real Estate of the defendant Columbus Cover. in favor of Mortgage from said Columbus Cover wife. to Addie B. Baile of this date. to the same effect. as if said Mortgage were executed and recorded prior to the Judgment lien of this case. Witness our hands and seals.

Test;

Benj: B. Crouse.

Julia Ann Cover. (L.S.)

Columbus Cover (L.S.)

Test; Benj: B. Crouse Clerk. Docket No 1 folio 60.

State of Maryland Garrett County Set:

I hereby certify that the foregoing is a true Copy of the Judgment in the above entitled case, taken from the Record of Proceedings of the Circuit Court for Garrett County; and I hereby further certify that there is no entry or other proceeding in said case to show that the said Judgment has been paid or satisfied

In testimony whereof I have hereunto set my hand and affix the seal of the Circuit Court for Garrett County, this 1st day of June, 1892.

Benj: B. Crouse, Clerk of the Circuit Court for Garrett County.

Answer of Columbus Cover wife.

Charles Jones & Elizabeth L. Smith Executors of Dennis H. Maynard deceased and Others Plaintiffs

vs

Columbus Cover, Julia A. Cover, his wife, Addie B. Baile & William B. Thomas Defendants

No 3068 Equity,

In the Circuit Court for Garrett County.

To the Honorable the Judges of said Court,

Columbus Cover and Julia A. Cover his wife, two of the defendants in this cause, for their answer to the Bill of Complaint herein exhibited, jointly as to all matters alleged against them, jointly and severally as to all matters alleged against them severally respectfully say,

1st That they admit the matters and things set out in the 1st paragraph of said Bill.

2nd That they deny that there was any ascertained indebtedness or known indebtedness of the defendant Columbus Cover as alleged in the 2nd 3rd and 4th paragraphs of said Bill, but admit that there was a dispute between the parties thereto as to matters charged to be due by said Cover, which could not be adjusted or settled or admitted as a debt at the time alleged.

3rd That they admit the matters and things alleged in the 5th 6th 7th 8th 9th paragraphs of said Bill to be true as stated.

4th That in answer to the matters alleged in the 10th paragraph of said Bill, these defendants admit that a Judgment by confession was entered up in favor of William B. Thomas by Columbus Cover, and entered to the use of the defendant Julia A. Cover and the said Judgment lien covered in favor of the Mortgage claim of Addie B. Baile, as alleged in the said 4th paragraph of said Bill, but these defendants absolutely and positively deny that said Judgment in favor of said William B. Thomas was confessed by the defendant Columbus Cover, or entered to the use of the said Julia A. Cover to delay or prevent the collection of the claims of the plaintiffs or to cheat or defraud

the plaintiffs of their just claims but on the contrary the said Columbus Cover
assents and positively avers that he borrowed the sum of money which was the
consideration of said Judgment from the said William B. Thomas for the pur-
pose of paying therewith certain debts then due and owing by him and
applied the same as obtained from said Thomas to that purpose,
and that he confessed said Judgment to said Thomas and gave
him his promissory note with security as collateral for the money
so obtained from him and further that the said Julia A. Cover knew
nothing of the transaction aforesaid made between him and said
Thomas, and did not receive have or use any part or sum of the
money so received by him from said Thomas,
5. That they admit the matters and things alleged against them in the 11th paragraph
of said Bill and in explanation of the waiver by the said Julia A. Cover of the
Judgment aforesaid in favor of the Mortgage of Addie D. Bailey say, that said
Mortgage was executed to cure a supposed defect in a Mortgage to her-
mentioned at the entry and confession by said Columbus Cover of said Judgment and
that the consideration of the Mortgage had passed between the parties on the
execution of the original Mortgage,
6. That these defendants deny the allegations in the 12th paragraph that
said Judgment confessed by said Cover to said Thomas and entered at the
suit of the said Julia A. Cover was in fraud of the plaintiffs rights or
for the purposes of covering the property of them said
Cover, or for the purposes of withdrawing the same from the reach of the
plaintiffs claims alleged to be existing against him or preventing the
same for his use in prejudice of their rights or that said Judgment was con-
ceived as a part of a scheme to cheat and defraud these plaintiffs in the col-
lection of their just debts. But the defendant Julia A. Cover further says
in answer to the 12th paragraph of said Bill that at the time said Judgment
was confessed she had no knowledge of it. That after discovering it she had
the same entered because by the said Thomas on payment of their quota thereof
moneys and property the amount of said Judgment for the purpose of protecting
her home, that she neither received nor used any part of the moneys received
by her husband for the purchase of said Judgment nor did she enter into
any scheme whatsoever with either her said husband or any other person or
persons to protect her husband Cover with his property or to defraud the plain-
tiffs. And these defendants pray to be hence dismissed with their reasonable
costs &c

D. N. Hemming
George L. Stackhouse
Wm B. Thomas. } Solicitors for Defendants,

Answer of
Charles Jones & Elizabeth C. Smith Executors &c Complts
vs
Columbus Cover &c &c Defendants

No 3068 Equity.
In the Circuit Court for Baltimore County.
To the Honorable the Judges of said Court.

William B. Thomas one of the Defendants in the above cause for his answer to the Bill of Complaint exhibited says.

1st That he knows nothing of the matters and things alleged in the 1st 2. 3. 4. 5. 6th 7th & 8th paragraphs of said Bill and can therefore neither admit or deny the same,

2nd That he admits as alleged in the 9th paragraph that he took a Judgment by Confession from Columbus Cover for the Consideration named in said Judgment which he paid at the time to said Cover, and says that he took said Cover's promissory note with security for the latter security of said sum of money. But the transaction was in his usual course of business, and as such was intended to be perfected by said Cover in the progress of said Judgment. This defendant had no knowledge of it. That he had no knowledge of the said Julia A. Cover whatever, in the transaction of the confession of said Judgment, nor had he any knowledge of any intent on the part of said Cover or any one else to cheat or delay his Creditors, or to prevent the creditors from seizing any claims they may have had against said Cover.

3rd That in the transaction between him and the defendant Julia A. Cover, the consideration of the transaction, said Judgment was paid by him, that this defendant had no knowledge as to where she obtained the money with the said sum for the purchase of said Judgment, that the entry of said Judgment was in the usual and regular course of this defendants business for the consideration set out in said Judgment, and that this defendant had no understanding agreement or purpose whatsoever with either of the defendants Columbus Cover or Julia A. Cover to cover up the property of said Cover or delay or prevent any creditors he may have had in collecting any claim against him nor had he then nor has he now any knowledge of such or in any such transaction as is alleged in the 10th and 12th paragraphs of said Bill, but on the contrary this defendant presents and positively avers that the transaction had between him and Columbus Cover and between him and said Julia A. Cover were bona fide for the consideration set out in the Judgment, and therefore prays to be hence dismissed with his reasonable costs and charges in this behalf expended.

And he will ever pray &c.

Wm. L. Fleming
Geo. L. Rochdale } Solicitors for Defendant.

Decree pro Confesso.

No 3068 Equity.

In the Chancery Court

For Carroll County.

The Defendants having been duly summoned to appear

Charles Jones and Elizabeth L. Smith Executors of Dennis A. Maynard deceased and Charles Jones surviving partner of the firm of Dennis A. Maynard and Charles Jones trading as D. A. Maynard Ples Plaintiffs

vs

Columbus Cover and Julia A. Cover his wife Addie E. Baile and William B. Thomas Defendants

to the Bill of Complaint filed in this Cause and said Addie D. Baile one of said Defendants having failed to appear thereto. It is thereupon this 13th day of December A.D. 1892, by the Circuit Court for Carroll County, sitting as a Court of Equity, Adjudged Ordered and decreed that said Bill of Complaint be and the same is hereby taken pro confesso against the said Addie D. Baile, defendant.

Charles B. Roberts
Circuit Judge.

Petition of Plaintiffs

Charles Jones and Elizabeth S. Smith Executors etc
vs
Columbus Cover and others
Defendants

In the Circuit Court for Carroll County
In Equity.
No 3068 Equity.

To the Honorable the Judges of the said Court.

The Petition of Charles Jones and Elizabeth S. Smith Executors and Charles Jones Surviving Partner of the Partnership in the above entitled Cause who filed their Bill of Complaint in said Cause on the 2 day of July 1892 for the purpose of obtaining an order or decree of this Honorable Court, directing the Real Estate mentioned in the proceedings in said Cause to be sold for the purpose of paying the Claims of the Plaintiffs in said Cause, mentioned in the proceedings thereon, and of the other Creditors of the said Columbus Cover. And upon petitioners therefore pray that a Decree may be passed by your Honorable Court, declaring said Judgments null and void as against Complainants in this Cause and all other Creditors of the said Columbus Cover. and authorizing the sale of the real estate in said Cause mentioned, and adjudicating a Trustee or Trustees to make such sale, in such manner and upon such Terms as your Honorable Court may prescribe.

And as in duty bound &c

J. McB. Boyd.
Wm. H. Thomas
Solrs for Petitioners

Decree,

Charles Jones and Elizabeth
L. Smith Executors Petitioners
&
Columbus Cover and others

No 3068 Equity

In the Circuit Court for
Lamar County.

This Cause coming on to be heard on the Petition of Charles Jones and Elizabeth L. Smith Executors of the last will and testament of Columbus Cover deceased and the proceedings had and considered in this Cause, and it appearing to the Court that the Petitioners were duly appointed Executors of the last will and testament of Columbus Cover deceased by the County Court of Lamar County, Mississippi, sitting as a Court of Equity and by the authority thereof, Ordered adjudged and decreed that the following mentioned Real Estate belonging to the said Columbus Cover at the time of his death in favor of William B. Thomas for the sum of $250.00 on the 25th day of October 1890 and afterwards to wit: on the 1st day of December 1890 entered the house of the Defendant Julia C. Cover, by said William B. Thomas and fully ejected and dispossessed as the Sheriff's return on the process in this Cause, be and the same is hereby set aside and declared to be void and no effect and that all and singular the Complainants and all other Creditors of the said defendant Columbus Cover who were such at the date of the filing of said Judgment or decree and who may come in as parties to this cause, and it is further adjudged, Ordered and Decreed that the Real Estate mentioned in said proceedings be sold, and that William B. Thomas Charles Jones & James L. Bond of Lamar County Mississippi, be and they are hereby appointed Trustees to make said sale. And that the conducting manner of their proceedings shall be as follows they shall first give bond with the Clerk of this Court, a Bond in the sum of Three thousand dollars, executed by themselves and a surety or sureties to be approved by this Court, or by the Clerk thereof in the penalty of Three thousand dollars, conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises, they shall then proceed to make the said sale having given at least three weeks notice by advertisement inserted in some newspaper published in Lamar County, and by such other mode as they shall think proper of the time place and terms of sale, which shall be as follows; One third part of the purchase money shall be paid by the purchaser or purchasers to the Trustees on the day of sale or upon the ratification thereof by this Court, and the residue shall be paid in two equal payments, the one to be paid in one year, and the other in two years from the day of sale, with interest, and to be secured by the notes of the purchaser or purchasers with security to be approved of by the Trustees. And be soon as may be convenient after any such sale or sales the said Trustees shall return to this Court a full and particular account of their proceedings relative thereto, under oath, an affidavit annexed of the truth thereof, and of the Bonds of said sale, and on obtaining the Courts ratification

of the sale and on the payment of the whole purchase money (and not before) the said Trustees shall by a good and sufficient deed duly executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his her or their heirs the property and estate to him her or them sold, free, clear and discharged from all claim of the parties hereto, Contingents and defendants, and those claiming by from or under them or either of them; And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit, the expenses of said sale, and such Commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill attention and fidelity wherewith they shall appear to have discharged their trust, and at the time of advertising said sale, the Trustees are directed to give notice to the Creditors of the said Columbus Cover, who were such at the date of the entry of record of the judgment aforesaid, to file their claims with the vouchers thereof with the Clerk of the said Court within two months from the day of said sale.

Wm H. Thomas Jones

Trustees Bond

Know all men by these presents that we Wm H. Thomas, Charles Jones Jas A.C. Bond and George W. Parke of Charles County are the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of four thousand dollars current money, to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made and done, we bind our-selves and each of us, our and each of our heirs executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this eighteenth day of March in the year of our Lord One thousand eight hundred and seventy three. Whereas by a decree of the Circuit Court for Charles County as Court of Equity, bearing date the seventeenth day of March, in the year eighteen hun-dred and seventy three, and passed in a Cause in the said Court wherein Charles Jones and Elizabeth A. Smith Executors are Complainants and Columbus Cover, Julia A. Cover his wife and William B. Thomas are Defendants, the above bound Wm H. Thomas, Chas Jones & Jas A.C. Bond have been appointed Trustees to make sale of certain real estate in the proceedings in said Cause mentioned, Now the condition of the above obligation is such, that if the above bound Wm H. Thomas, Charles Jones and Jas A.C. Bond, do and shall well and faithfully perform the trust reposed in them by said Decree, or that may be reposed in them by any future Decree or Order of said Court in the premises then the above obligation to be void and of no effect, otherwise to remain in full force and virtue in law.

Signed Sealed and delivered
in the presence of

Jas A.C. Bond (L.S.)
Charles Jones (L.S.)

R. A. Parke

William H. Thomas
Geo. M. Parke

The above Bond is approved this 17th day of April 1893.
Benj. F. Crouse. Clerk

Report of Sales

Chas. Jones and Elizabeth G. Smith Executors,
vs
Columbus Cover, Julia A. Cover his wife & Wm. H. Thomas

In the Circuit Court for Carroll County.
Sec Equity
To the Honorable the Judges
of the Circuit Court for Carroll County.
William H. Thomas, Charles Jones & Jas. A. G. Bond,
Trustees appointed by the Decree passed in this
Cause, to make sale of the Real Estate therein mentioned, Show that after
giving Bond with security for the faithful discharge of the Trust as
required by said decree, and giving notice of the time, place, manner
and terms of sale by a Advertisement in the Democratic Advocate,
a paper printed in Westminster Carroll County, once a week for
four successive weeks before the day of sale, and by hand Bills
extensively circulated throughout said County, they did, pursuant to said
notice attend at the Court House in Carroll County, Maryland on Mon-
day the seventeenth day of April in the year Eighteen hundred and
Ninety three, at 11 Oclock P.M. and then and there proceed to sell
said property. And offered said Real Estate, at public sale to the
highest Bidder Viz containing 65 acres of land more or less,
and sold the same to Thomas Upton of Carroll County Maryland,
on the terms prescribed by said Decree, at and for $43.00 per Acre,
making the gross sum of $2795. he being then and there
the highest Bidder therefor. That said land was sold with
the understanding that the Mortgage claim of Miss Addie P.
Bair now assigned Dyer & Fowler and mentioned and
described in the proceedings in this Cause, should be paid in the first
place out of the proceeds of said sale. That the purchaser has
complied with the terms of sale as prescribed by said Decree.

Charles Jones
Wm. H. Thomas
Jas. A. G. Bond } Trustees.

State of Maryland, Carroll County Set.

On this 19th day of April eighteen hundred and ninety three personally
appeared before me a Justice of the Peace of the State of Maryland
in and for Carroll County, William H. Thomas, Jas. A. G. Bond, Charles
Jones, Trustees named in the above report of sale, and made oath in
due form of law, that the matter and things stated in the foregoing report
are true to the best of their knowledge and belief, and that said sale
was fairly made.

Gustavus W. Craster. J. P.

Order nisi on Sale.

Chas. Jones & Elizabeth S. Smith Executors. vs. Columbus Cover, Julia A. Cover his wife & Wm. B. Thomas

In the Circuit Court for Carroll County.
No 3068 Equity.

Ordered this 19th day of April A.D. 1893 that the sale of the property mentioned in these proceedings, made and reported by Wm. B. Thomas. Chas. Jones & Jas. H. Bond. Trustees, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 22nd day of May next. Provided a copy of this order be inserted in some newspaper printed in Carroll Co. Md. once in each of three successive weeks before the 15 day of May next. The report states the amount of sales due $2795.00

Benj. F. Crouse, Clerk.

Printer's Certificate.

Westminster, Md. May 5th 1893.

We hereby certify that the annexed Order nisi on sale was published once in each of three successive weeks prior to the 15th day of May 1893, in The Democratic Advocate, a newspaper published in Carroll County Md.

Saunderson Bros. Editors and Publishers

Order ratifying Sale.

Chas Jones & Elizabeth S. Smith Executors vs. Columbus Cover, Julia A. Cover his wife & Wm. B. Thomas.

In the Circuit Court for Carroll County.

Ordered by the Court this twenty third day of May, 1893, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally ratified and confirmed, unless due cause to the contrary thereof be shown on or before the 22nd day of June next, provided a copy of this order be inserted in some newspaper printed in Carroll County once in each of three successive weeks before the 15th day of June next. The report states the amount of sales to be $2795.00

Charles B. Roberts,

Judge.

Charles Jones and Elizabeth S. Smith Executors vs. Columbus Cover, Julia A. Cover his wife and William B. Thomas.

No 3068 Equity

In the Circuit Court for Carroll County, in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court passed in this Cause, he examined the papers filed in the Cause, and therefrom stated the within account as follows.

He first made the "Statement of Mortgage Claim" then made the "Statement of Judgment Claims" which Statements are herewith filed.

he then charged the Trustees with all the purchase money in their hands, and thereon allowed them their Commissions and Expenses, and all costs properly due allowed. He then distributed to James A.C. Bond, William H. Thomas and Charles Jones assignees of Addie D. Baile Mortgagee, the sum of $1355.22 in payment in full of their Mortgage claim debt and interest and Solicitors fee, said costs (in all $12.75 Equity) and Expenses by the "Statement of Mortgage Claim" herewith filed. The balance of purchase money then left in hand $46.75 he distributed among the Judgment Creditors of Columbus Boker, whose Judgment Claims appear by the "Statement of Judgment Claims" herewith filed at the rate of 2.16 cents in the dollar.

Trustee reports that the Trustees, at the time of advertising the Real Estate in this cause gave notice to the creditors of said Columbus Boker, to file their Claims duly proven and authenticated with the Clerk of this Circuit Court for Cambell County, within a certain day therein named, which notice has expired.

Therefore is respectfully submitted.

1893 June 22nd. Geo. T. Blackmore, Auditor.

The Real Estate of Columbus Boker wife

In account with

James A.C. Bond, William H. Thomas & Charles Jones Trustees.

Debtor.		
1893 April 17 By Sale of the Real Estate then made by the Trustees as appears by their report filed in this Cause April 19th 1893. for the sum of		$2795.00
Credit.		
To the Trustees for their Commissions	$114.88	
To the Trustees do pay Vandeford Bro. for printing per Voucher No 1 filed	15.25	
To the Trustees do pay The Carroll Tornico for printing per Voucher No 2 filed	9.00	
To the Trustees do pay, John T. Diffenbaugh for Advertising Sale per Voucher No 3 filed	5.00	
To the Trustees do pay George E. Wright, Collector Taxes for 1892 per Voucher No 4 filed	15.74	
To the Trustees do pay William H. Thomas, James A.C. Bond and William Bryan Jr. Solicitors for professional services rendered per Voucher No 5 filed.	675.00	
Costs of taking evidence on part of Plaintiff.		
To Joseph M. Parks Examiner	36.00	
To William B. Thomas Witness	1.50	
To Dr J. W. Herring "	.75	
To David E. Slemp "	1.65	
To Wm R. Causey "	1.95	
To Henry S. Jordan "	4.00	

To Columbus Cover Witness		2. 40
In Rebuttal.		
To Wm B. Thomas. Witness		.75
To John T. Cassell "		.95
To Ellsworth E. Lovell "		2. 30
To Florence A. Carey "		1. 95
To Alice R. Carey "		1. 95
To Wm R. Carey "		1. 95
To Charles C. Engel "		1. 80
To Wm B. Vanderford "		.75
To Wm D Lovell "		1. 45
To Isaac S Sumner. Sheriff. Baltimore City		.95
To Albert A. Dorsey Witness.		4. 50
Costs as taxed by the Clerk		
To Wm B. Thomas Jas A.C. Bond. Solicitors. appearance fee,		10. 00
To Benj. D. Crouse Clerk		28. 75
To Albert A. Dorsey Sheriff.		1. 80
De Feudavits Costs		
To George L. Stockdale & David N. Fleming Solicitors appeal fee,		10. 00
To Benj. D. Crouse Clerk,		1. 00
To publication order nisi on this account.		1. 50
To Jno J. Baumgartner, Auditor, Examination of papers,		
Making Statement of Mortgage Claims, Attending		
Confirmation of Judgment Claims. Stating the		
Costs.		18. 00
Amount of Estate		$ 972. 37
To Jas A.C. Bond, William B. Thomas, and Charles		
Jones, Assignees of Lottie D. Bile. Mortgagee		
in pursuance to decree of their Mortgage Claim		
debt and interest and Solicitors fee, Equity Costs		
(in No 3127 Equity) which appears by the Statement		
of Mortgage Claim herewith filed & the amount.		1355. 20
Balance for distribution.		467. 53
Amount of Sale.		$ 2795. 00

Balance for distribution. Brought forward. $ 467. 53

and distributed among the Judgment Creditors of said Columbus Cover whose Judgment Claims appear by the Statement of Judgment Claims, herewith filed at the rate of .2.16 cents in the dollar.

No	Names of Creditors	Amount of Claim		Dividends	
1	Charles Jones and Elizabeth G. Smith Executors of Dennis A. Magruder deceased on their Judgment Claim of	$ 1,745	66	$ 369	40

25×10
32×10
25×10

2, Charles Jones surviving partner of dem'd, Maynard and Charles Jones. A partnership trading under the name firm and style of D. H. Maynard &c. on his Judgment claim of.

$	463.	74	98.	18	xxx xx
$	2209.	40	467.	53	467. 53

Order nisi on Auditor,
No 3068 Equity.

Charles Jones and Elizabeth S. Smith Executors
vs.
Columbus Beaver Julia A. Beaver his wife and William B. Thomas.

In the Circuit Court for Carroll County.

Ordered this 22d day of June A.D. 1893, that the account of the Auditor filed in this cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 10th day of August next; provided a copy of this order be inserted for two successive weeks, before the last named day, in some newspaper published in Carroll County.

Chas. F. Crouse, Clerk,

Printer's Certificate

Westminster, Md. July 11th 1893,

We hereby certify that the annexed Order nisi &c. and Auditor was published for two successive weeks prior to the tenth day of July 1893, in The Democratic Advocate, a newspaper published in Carroll County, Md.

Vanderford Bros, Editors and Publishers,

Order Ratifying Auditor

Chas. Jones & Elizabeth S. Smith Executors
vs.
Columbus Beaver, Julia A. Beaver his wife and Wm. B. Thomas.

No 3068 Equity.
In the Circuit Court for Carroll County.

Ordered by the Court this twenty-second (22nd) day of August in the year eighteen hundred and ninety three, that the account of the Auditor filed in this Cause be and the same is hereby finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 10th day of September next, provided a copy of this order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the 10th day of September next.

The report states the amount of the Auditor's account to be $467.53 and that he has stated an account between the parties and reported a balance in favor of the plaintiffs of $467.53 and that he has distributed the same to the plaintiffs.

J. Thomas Jones,

1893 Aug 22 Same day received
and filed Jno. H. Billingslea, Clerk,

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the first Monday of August, (it being the _ day of the same Month) in the year of our Lord, One thousand eight hundred and ninety three.

Were Present,

The Hon. Charles B. Roberts. Chief Judge,

Albert A. Dorsey Esq. Sheriff.

Benj. F. Crouse Clerk,

Among other work the following proceedings Do viz:

Be it remembered that Bonds or Davis on the 12 day of September 1892, Emily Frances Davis by Stanley their father &c. by Joseph L. Brooks Esq. their Solicitor, came here into Court sitting as a Court of Equity, and file their Bill of Complaint which appears in words and figures Do viz:

Emily Frances Davis.
Florence Davis and Henry Davis by their father and next friend Whiting L. Davis
vs
Eliza A. Byrnes, Hannah V. Steele, Nicholas H. Steele, James H. Steele, Emily Davis Davis, Florence Davis and Henry Davis,

No 3088 Equity.

In the Circuit Court

For Carroll County.

To the Honorable the Judges of said Court

Your Orators Complaining say;

1st That on the _ day of January A.D. 1891, James H. Steele Sr. departed this life in Carroll County, intestate, leaving the owned in his life time in fee of the lands described in the deed from Henry Davis and wife. a certified Copy of which is herewith filed, and marked Exhibit A.

2. That said James H. Steele Sr. in his lifetime leased the above real estate to Eliza A. Byrnes of Howard County Maryland, one of the defendants to this Bill of Complaint, as will duly appear by reference to the certified Copy of said deed of Lease herewith filed and marked Exhibit B, which together with all other exhibits Your Orators may may file taken and considered as part of this Bill of Complaint.

3. That in pursuance of the terms and conditions of said Lease, the defendant Eliza A. Byrnes, entered into possession of said land or some and continues to hold and possess the same, by virtue of the conditions therein through the said term defaulted in payment of the rent therein reserved as hereinafter stated.

4. That said Intestate left surviving him a Widow Hannah V. Steele, and the following Child, and Grand Children heirs at law or issue of issue said deceased Intestate has descended subject to the dower right of said Widow, Viz: the Defendant, Nicholas H. Steele, his son and the plaintiffs Emily +

Frances Davis, Florence Davis and Henry Davis, infant children of said testators deceased daughter Florence who had intermarried with the plaintiff Chinney L. Davis and departed this life some time in the Month of December A.D. 1885, and the defendant James H. Steele the infant son of Intestates son James H. Steele who departed this life some time in the year A.D. 1887.

5, That the said Emily Frances Davis, Florence Davis and Henry Davis and James H. Steele are infants under the age of 21 years, the said Emily Frances Davis and Florence Davis reside with their father Chinney L. Davis in Baltimore City at No 746 Dolphin Street, the said Henry Davis resides with his grandmother Mrs. Mathias at Waterville Gaspar County Maryland and the said James H. Steele resides with his mother Mrs Lillie Steele at Waterville Gaspar County Maryland.

6, That under the covenants of said Lease the said Real Estate is subject to the payment of the yearly sum of $78.00 beginning from the 12 day of January A.D. 1886, and payable in equal half yearly instalments on the 12 day of July and January in each and every year respectively hereafter and your Orators charge that the said Eliza A. Byrnes the defendant herein has neglected and refused and still neglects and refuses to pay said ground rent as in said Lease provided and stipulated for.

7, That said Lessee is in arrear for more than five (5) instalments of said rent, and that it is made lawful under the terms of the said Lease for the said James H. Steele or his heirs to re enter into the demised premises and the same to have again and repossess as in his or their former estate,

8, That said Real estate cannot be divided without loss or injury to the parties hereto, and that it would be to the advantage and interest of all the parties hereto that said real estate be sold and the proceeds distributed among the parties entitled according to their respective rights and interests. To the end therefore

(A) That a decree may be passed for the sale of said real estate herein mentioned, and that the said Lease may be declared null and void.

(B) That your Orators may have such further and other relief as their case may require.

May it please your Honor, to grant unto your Orators the writ of subpoena directed against the said Eliza A. Byrnes, Hannah V. Steele, Nicholas N. Steele, Henry Davis and James H. Steele residing in Gaspar County Maryland, and Emily Frances Davis and Florence Davis residing at No 746 Dolphin St. in the City of Baltimore, commanding them and each of them the said Eliza A. Byrnes, Hannah V. Steele, Nicholas N. Steele, Henry Davis and James H. Steele on some certain day to be therein named, and answer the premises and abide by and perform such decree as may be passed therein, and as in duty bound &c.

Joseph D. Bishop,
Jas. H. C. Bond.
Solrs for Plaintiffs.

Exhibit A, is a copy of a Deed from Wm. L. Davis and others to James H. Steele as recorded among the Land Records of Carroll County, in Liber J.W.B. No 73 folio 136 &c

Exhibit B, is a Copy of a Lease from James H. Steele to Elijah G. Byrnes, as recorded among the Land Records of Carroll County in Liber W.B. No 54 folio 142 &c

Answer of Legal Guardian of Jas. H. Steele Jr.

Emily Francis Davis
Florence Davis others
Plaintiffs
vs
Eliza G. Byrnes others
Defendants

No 3088 Equity.
In the Circuit Court for Carroll County
In Equity.

In the Circuit Court for Carroll County in Equity,

The Answer of Lodema A. Steele, Legal Guardian of James H. Steele Jr. infant defendant to the Bill of Complaint filed in the above entitled cause, this of said James H. Steele Jr. Defendant by his Guardian states, that said defendant James H. Steele Jr. being an infant can neither admit nor deny any of the facts alleged in said Bill and prays that said Bill of Complaint, and this defendant his rights due interest be protected by this Honorable Court,

Lorena A. Steele
Legal Guardian,

Answer of Emily Francis Davis et al infants &c

Emily Francis Davis, Florence Davis, Henry Davis by their father and next friend Pinkney L. Davis
vs
Eliza G. Byrnes et al

In the Circuit Court for Carroll County
Sitting as a Court of Equity.
No 3088 Equity
To the Honorable the Judges of said Court.

The joint and separate answer of Emily Francis Davis, Florence Davis and Henry Davis infants by Pinkney L. Davis Guardian, to the Bill of Complaint against them filed in this Court by filed,

These defendants being infants cannot admit any of the matters and things in said Bill alleged and submit their rights thereunder to the protection of this Court.

And as in duty bound,

Pinkney L. Davis Legal Guardian,

Answer of N. H. Steele

Emily F. Davis et al
vs
Eliza G. Byrne et al

No 3088 Equity
In the Circuit Court for Carroll County
in Equity

The answer of Nicholas H. Steele one of the defendants in the above entitled Cause to the Bill of Complaint against him and others therein exhibited.

This Defendant for answer thereto says, That he admits the matters and facts stated in said Bill of Complaint to be true as

therein set forth, and hereby consents to the passage of an immediate decree as prayed for therein, and that he may be hence dismissed with his reasonable costs and charges in this behalf sustained. And he will ever pray &c.

Charles E. Fink Solr for N. W. Steele

Answer of Hannah V. ~~Davis~~ Steele widow &c.

Emily F. Davis, Florence Davis and Henry Davis by their father and next friend Pinkney L. Davis

&c

Eliza V. Byrnes, Hannah V. Steele, Nicholas W. Steele, James H. Steele, Emily F. Davis, Florence Davis & Henry Davis

No 3088 Equity.

In the Circuit Court for Carroll County.

To the Honorable the Judges of the Circuit Court for Carroll County, Sitting in Equity.

The answer of Hannah V. Steele of Carroll County, to the Bill of Complaint of Emily F. Davis and others, by Pinkney L. Davis their next friend &c, against this respondent, and others defendants, in the above Cause, in said Court exhibited, is respectfully as follows to wit.

This respondent answering thereunto says, that she admits the matters facts and things charged in said Bill to be true as stated, to the best of her knowledge and belief, and as widow of James H. Steele, late of Carroll County deceased intestate will Consent to a sale of the said real estate in the proceedings in said Cause mentioned, free of her right or Claim of dower therein, in case your Honorable Court shall decree in the above cause that the leasehold estate therein granted by intestate Eliza V. Byrnes, one of Defendants mentioned in Exhibit B. in said Cause, is void and void, as prayed and that the entire estate in fee simple in said Real Estate, be sold. Provided she is allowed out of the proceeds of sale aforesaid, real estate as widow aforesaid, such sums of money, as the law in this State and the rules of your said Court allow widows of the age. The date of my birth was April 18 1838, December 16th 1872.

Test; E. M. Anderson

Hannah V. Steele

The foregoing Answer of Hannah V. Steele widow of James H. Steele deceased is hereby Ratified & the following exceptions that respondent consents to a sale of the reversionary interest of said James H. Steele intestate in the real estate in the Bill in the said Cause mentioned, should the Court decree, free of her right of dower therein, and to receive in lieu thereof such portion of the proceeds of said sale as the law and Equity rules allow her.

February 18 1873.

Jos. H. Parke

Solicitor for Respondent.

Decree Pro Confesso.

Emily Frances Davis, Florence Davis and Kemp Davis by their father and next friend Pinkney L. Davis

vs

Eliza A. Byrne et al

In the Circuit Court for Baltimore County, sitting as a Court of Equity, No 3088 Equity

The Defendant Eliza A. Byrne, having been duly returned Summoned by the Sheriff of Baltimore City, to appear and answer the Bill of Complaint filed against her in the above entitled Cause, and having failed to appear and answer, It is therefore ordered this 25 day of October A.D. 1892, by the Circuit Court for Baltimore County, sitting as a Court of Equity, and by the authority thereof, adjudged and decreed that the said Bill of Complaint be taken pro confesso against the said defendant. Eliza A. Byrne.

J. Thomas Jones,

Decree

Emily F. Davis et al

vs

Eliza A. Byrne et al

In the Circuit Court for Baltimore County, sitting as a Court of Equity, No 3088 Equity.

The above cause standing ready for hearing and being submitted, the Bill, Answers, Testimony and all other proceedings were by the Court read and considered. It is thereupon this twenty fifth day of March in the year eighteen hundred and ninety three, by the Circuit Court for Baltimore County, sitting as a Court of Equity, adjudged, ordered and decreed that the Bill be dismissed as to Eliza A. Byrne, and that the testimony taken and filed in the cause by and on behalf of the complainants and which discloses no lien or charge not mentioned in said proceedings be sold, subject to the Leasehold estate of the defendant Eliza A. Byrne, and discharged of the dower of the widow Hannah C. Steele, and that Josiah D. Brooks, Charles E. Dick and James A. C. Bond, of Baltimore County, be and they are hereby appointed Trustees to make said sale, and that the terms and manner of their proceedings shall be as follows, they shall first report to this Court a bond to the State of Maryland, to be taken by themselves and by sureties to be approved by this Court or by the Clerk thereof in the penalty of twelve thousand dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises, they shall proceed to make the said sale, having given at least three weeks notice by advertisements inserted in some daily newspaper published

lished in Carroll County, and by such other mode as they shall think best as to the time place and terms of sale, which shall be as follows to wit. One third part of the purchase money, shall be paid by the purchaser or purchasers, to the Trustees on the day of sale, or when the ratification thereof by this Court. And the residue shall be paid in two equal payments, the one to be paid in one year, and the other in two years from the day of sale with interest, and to be secured by the notes of the purchaser or purchasers, with security to be approved by the Trustees, or all cash at the option of the purchaser. And as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an affidavit annexed of the truth thereof and of the fairness of said sale, and on obtaining the Courts ratification of the sale, and on the payment of the whole purchase money, (and not before) the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers his her or their heirs. The property and estate so sold, her or them, cleared and discharged from all claims of the parties hereto, Complainants and Defendants and those claiming by from or under them or either of them, and the said Trustees shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit, the expenses of said sale and such commissions to the said Trustees as this Court shall think proper to allow, in consideration of the skill attention and fidelity wherewith they shall appear to have discharged their trust.

J. Thomas Jones,

Trustee's Bond.

Know all men by these presents that we Joseph D. Brooks, Charles E. Fink and Edward L. Boyd of Westminster Carroll County in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of three thousand dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. sealed with our seals and dated this 28 day of March, in the year of our Lord one thousand eight hundred and ninety three. Whereas by a decree of the Circuit Court for Carroll County, as a Court of Equity, bearing date the first day of March in the year eighteen hundred and ninety three, passed in a cause in the said Court, wherein Emily Frances Davis Florence Davis, and Henry Davis by their father and next friend Pinkney L. Davis are complainants and Eliza A. G. Bayne Nicholas W. Steele and als are defendants, the above bound Joseph D. Brooks,

Charles E. Fink and James A. C. Bond have been appointed Trustees to make sale of certain Real Estate in the proceedings in said Cause mentioned, Now the condition of the above obligation is such, That if the above bound Joseph D. Brooks, Charles E. Fink and James A. C. Bond do and shall well and faithfully perform the Trust reposed in them by said decree or that may be reposed in them by any further decree or order of said Court, in the premises then the above obligation to be void and of no effect, Otherwise to remain in full force and virtue in law.

Signed Sealed and delivered in the presence of C. A. Clarke

Joseph D. Brooks. (Seal)
Jas. A. C. Bond (Seal)
Charles E. Fink (Seal)
Geo. W. Albaugh (Seal)

The above Bond is approved this 24 day of March 1893.

Benj. H. Morse, Clerk.

Report of Sale.

Emily Francis Davis Henry Hughes and Florence Davis by their father and next friend

vs

Eliza G. Byrnes et al

In the Circuit Court for Carroll County, sitting as a Court of Equity.
No 3088 Equity.

To the Honorable the Judges of said Court.

The report of Joseph D. Brooks, Chas E. Fink and Jas A. C. Bond Trustees aforesaid to whom was by a decree of your Honorable Court in the above entitled cause, to make a sale of certain reversionary interest of Jas H. Steele late of Carroll County deceased therein mentioned respectfully shows.

That after giving bond to the State of Maryland in the sum of three thousand dollars for the faithful performance of their trust, and after having complied with all the other prerequisites as required by law, and the said decree and giving notice of the time place and manner and terms of sale by advertisement inserted in the Democratic Advocate and the American Sentinel two newspapers published in Carroll County Maryland for at least three successive weeks before the day of sale and by bills extensively circulated, they did pursuant to said notice attend on the premises on the 18 day of April A. D. 1893 at 10:30 A. M. and then and there proceeded to sell said reversionary interest in said property in pursuance of the terms of sale. That having received an adequate bid for said property the undersigned as Trustees in the above entitled cause did sell the said property, and on the 28 day of April A. D. 1893. did sell the said reversionary interest of Jas H. Steele late of Carroll County deceased to Mary E. Englar at private sale for the sum of One Thousand dollars. in manner following to wit: Five hundred dollars to be paid cash on the ratification of the sale and Five hundred dollars to be paid one year after date,

with interest thereon at 6 per cent. as reference being had to an agreement entered into by Mary E. Englar dated the 26 day of April A.D. 1893. will appear. Total amount of sale $1000.00 All of which is respectfully submitted.

Joseph D. Brooks.
Chas E. Fink
Jas A. C. Bond } Trustees.

State of Maryland Carroll County to wit.

I hereby certify that on this 27 day of April A.D. 1893. before me the subscriber Justice of the Peace, of the State of Maryland in and for Carroll County personally appeared, Joseph D. Brooks, Chas E. Fink and Jas A. C. Bond the Trustees named in the foregoing report of sale, and made oath, on the Holy Evangels of Almighty God, that the matters and things as stated in the foregoing report of sale, are true and bona fide as therein set forth to the best of their knowledge and belief, and that the sale was duly made.

Jeremiah H. Englar, J.P.

Order nisi on Sale

Ordered this 29 day of April A.D. 1893. that the sale of the property mentioned in these proceedings made and reported in this cause by Joseph D. Brooks, Chas E. Fink and Jas A. C. Bond Trustees be ratified and confirmed, unless cause to the contrary, be shown on or before the 29 day of May, A.D. 1893. provided a copy of this order be inserted in some newspaper printed and publishing in Carroll County, Maryland once in each of three successive weeks before the 22 day of May next.

The report states the amount of sale to be $1000.00

Benj. F. Crouse Clerk.

Trustees Certificate.

Westminster Md June 2 1893.

We hereby certify that the annexed Order Nisi on sale was published once in each of three successive weeks prior to the twenty second day of May 1893. in the Democratic Advocate a newspaper published in Carroll County Md.

Vandeford Bros
Editors and Publishers.

Order ratifying Sale

Ordered this third day of June A.D. 1893. that the report of sale of the property mentioned be ratified and confirmed, no cause to the contrary thereof having been shown, although due notice as by the rules of this Court required has been duly given by the publication aforesaid, and the cause is hereby referred to the Auditor of this Court to state an account of the Trustees, and to allow the Trustees the usual commissions on the proceeds of the property sold.

Jas. S. Bell
Associate Judge.

Audit.

Emily Francis Davis Henry Davis and Florence Davis by their father and next friend
vs
Eliza A. Byrnes et al

No 3088 Equity.

In the Circuit Court for Baltimore County in Equity.

To the Honorable the Judges of the Circuit Court for Baltimore County, Sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court, passed in this Cause, he required the parties thereto in the Cause, and thereupon, stated the Written Account as follows,

He charged the Trustees with all the purchase money in their hands, and thereto allowed them their Commissions and expenses, and all Costs to be allowed, he then distributed the sum of $2281— Reynolds E. Steele widow of said James H. Steele deceased in lieu of her dower in the real estate sold by the Trustees in this Cause. The balance of purchase money then left in said $621.08 he distributed among the heirs at law of said James H. Steele deceased intestate, & further reports, that he distributed to Nicholas H. Steele a son and heir at law of the Intestate the share to which he is entitled he deducted from his distributive share the sum of $50.00 distributed to Charles E. Smith Esq. his Solicitor for professional services rendered him in this Cause as appears by Receipt No 6 filed in this Cause,

All of which is respectfully submitted,

1893 June 16th

J. A. J. Bruns Junior Auditor.

The Pecuniary Interest and title of James H. Steele deceased in and to the Real Estate mentioned in the proceedings in this Cause

In Account with

Joseph D. Brooks, James H. Steel and Charles E. Smith Trustees,

Debtor.

1893. April 26th	By Sale of the reversionary Interest and title of James H. Steele late of Baltimore County State of Maryland deceased, in and to the Real Estate mentioned in the proceedings in this Cause, then made by the Trustees to Mary E. Englar, at private sale, as appears by their report filed in this Cause April 28 1893. for the sum of		$1000. 00

Credit.

To the Trustees for their Commissions	$	58. 00
To the Trustees do pay Vandeford Bros. for Examining Sale, Voucher No 1 filed.		18. 25
To the Trustees do pay Joseph H. Bennett for Auctioneering Sale Voucher No 2 filed		5. 00
To the Trustees do pay George E. Waghorn Collector Taxes for 1891 & 1892 Voucher No 3 and 4 filed		23. 15

To the Trustees &c. Joseph D. Brooks James H. Steele Solicitors for plaintiff

For professional services rendered & as per vouchers filed,	$ 100.	00
Costs of taking Testimony.		
To Michael E. Walsh Examiner	8.	00
To Wesley P. Carnell Witness	2.	45
To Henry England "	2.	45
To Nicholas H. Steele "	2.	65
To Albert A. Dorsey Sheriff	1.	20
Costs to be taxed by the Clerk,		
To Joseph D. Brooks James H. Steele Solicitors appearance fee,	10.	00
To Benj: B. Crouse Clerk.	85.	75
To Albert A. Dorsey Sheriff	1.	61
To Isaac E. Latimer Sheriff Baltimore City.	1.	60
Defendants Costs,		
To Wm. Gunby, Arthur W. Smith Charles E. Fisk Joseph M. Cohen. Solicitors appearance fee,	10.	00
To Benj: B. Crouse, Clerk,	1.	00
To Publication Order nisi in this account,	1.	50
To Jno. J. Baumgarten Auditor, Stating this account &c.	13.	50
Amount of Expenses,	$ 296.	11
To Hannah E. Steele, widow of said James H. Steele deceased in lieu of her dower, in the Real Estate, sold by the Trustees in this Cause, the sum of.	82.	81
Balance for distribution	621.	08
Amount of Sale,	$ 1000	00

Balance for distribution brought forward. $ 621. 08

Cash distributed among the heirs at law of James H. Steele deceased Intestate as follows Viz:

To Nicholas H. Steele a son and heir at law of the Intestate, 1/3 of said balance Viz: $ 207.02 2/3		
Less the sum of $ 50.00 distributed before &c. to Charles E. Fisk Esq. his Solicitor for professional services rendered him in this Cause as per Voucher No. 1 filed, leaving the Amount distributed said Nicholas H. Steele the sum of.	$ 157.	02 2/3
To Charles E. Fisk Solicitor for professional services rendered said Nicholas H. Steele a son and heir at law of the Intestate, as per Voucher No 6. filed in this Cause the sum of.	50.	00
To James H. Steele Jr. a Grandson and heir at law of the Intestate 1/3.	207.	02 2/3
To Emily Frances Davis this a Granddaughter and heir at law of the Intestate 1/3 of 1/3,	69	00 2/3

To Florence Davis a Grand daughter, and Devisee
of the Intestate 1/3 69 00 8/9
To Henry Davis a Grand Son, and Devisee
of the Intestate 1/3 69. 00 8/8 +++ ++
$621. 08 $621. 08

Order Nisi on Caveat.

No 3088 Equity.

Emily Francis Davis, Henry Davis and Florence Davis by their father and next friend
vs
Eliza S. Baynes et al.

In the Circuit Court for Carroll County.

Ordered this 16th day of June A.D. 1893, that the Account of the Auditor filed in this cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 3rd day of July next, provided a copy of this Order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.

Benj. B. Crouse, Clerk.

Printers Certificate.

Westminster Md. August 11th 1893.

We hereby certify that the annexed Order Nisi on Caveat, was published for two successive weeks, prior to the 3rd day of July, 1893 in the Democratic Advocate, a newspaper published in Carroll County Md.

Wanderford Bro. Editors and Publishers.

Order ratifying Auditor.

Ordered this 12th day of August, 1893, that the foregoing Account of the Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice of the same has been given as directed by the previous order of this Court. The Trustee is authorized and directed to pay over the fund accordingly with a due proportion of such interest as has been or may be received.

J. Thomas Jones.

Recorded Aug 26 1893.

Per

Jas. H. Billingslea, Clerk.

Maryland Sct.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland on the 1st Monday of January (it being the 4th of the same Month) in the Year of our Lord One Thousand eight Hundred and ninety ~~eight~~ four.

Were Present,

The Hon. Charles B. Roberts, Chief Judge.

Elias B. Dorsey, Esq. Sheriff.

Ray. D. Crouse Clerk.

Among other work the following proceedings to wit:

Be it remembered, that heretofore to wit: On the 5th day of October A.D. 1893, Laura J. Arnold of Howard by their Attorney Jesse D. Bond Esq. Came here into Court sitting as a Court of Equity, and filed their Bill of Complaint, which complains in form and words as follows to wit:

In the Circuit Court for Carroll County

To the Honorable the Judges of said Court.

Your Orators and Orators complaining say,

1. That heretofore to wit: In the Month of May 1885, a certain Amos Shipley, late of Carroll County Maryland, departed this life in said County, leaving a last will and testament which was duly probated in the Orphans Court of Carroll County aforesaid, as appears from a certified copy thereof, herewith filed marked "Exhibit A" to this Bill,

2. That said testator left surviving him a widow Mary Ann, to whom he devised all the Real Estate of which he died seized and possessed supposed to be about 140 acres, lying in Carroll County aforesaid, during her lifetime as by said Will appears,

3. And Mary Ann Shipley widow as aforesaid departed this life in Carroll County in the Month of June 1893, leaving the following Children your Orator, Laura J. wife of Elias B. Arnold, your Orator Ruth A. wife of George Lewis Shipley, your Orator Phineas J. Shipley, the Defendant Casper Shipley and Joseph H. Shipley and also Children of the testator Amos.

4. That said real estate devised to said widow for life as

In Equity.

In the Circuit Court for Carroll County

To the Honorable the Judges of said Court.

Your Orators and Orators complaining say,

aforesaid became the property and estate of the following children of said widow viz; Edward J. Arnold, Ruth A. Shipley, Thomas W. Shipley and Daniel Shipley under the devise of said Will. said Joseph B. Shipley being excluded by the provisions of said Will.

5. That the real estate, of which said Testator was seized at his death and which he devised to his widow for life and to said four children as aforesaid lies in Carroll County, Maryland, and consists of one hundred and seventy acres more or less, mentioned in the following conveyances to wit; in a deed from Joseph Parrish and wife dated 23 day of April 1849, containing 150 acres & certified copy whereof is herewith filed marked Exhibit B, diminished however by the following conveyance made by said Anon in his lifetime viz; To Lloyd Shipley the quantity of 59¾ acres and 26 perches by deed dated 20 day of August 1864, and recorded among the Land Records of Carroll County in Liber W.G.M. No 31 folio 211 &c, also by a deed to Stephen W. Parrish the quantity of 3 acres and 26 perches dated 5th day of March 1873, and recorded among the Land Records of Carroll County in Liber J.B.W. No 30 folio 229, also by deed to Julia A. Shipley the quantity of 1 acre, 1 rood and 5 perches dated Dec. 13th 1881, and recorded among the Land Records of Frederick County in Liber D.L.S. No 57 folio 205 &c, leaving the quantity of 85 acres 3 roods and 23 perches of land unsold & Exhibit B, In a deed from William Jordan and wife to said Anon dated 15 day of October 1841, containing 38 acres and 20 perches, a certified copy of which is hereunto filed marked Exhibit B, diminished by the following conveyance, one to Joseph B. Shipley dated May 14th 1879 for 64 perches land 3 roods, and recorded among the Land Records of Carroll County in Liber D.L.S. No 51 folio 449 &c, and one to Stephen W. Parrish dated April 7, 1869, of 38 acres, 3 roods and 24 perches, recorded among the Land Records of Carroll County in Liber J.B.B. No 30 folio 76 and which was subsequently conveyed by said Parrish and wife as aforesaid by the certified copy of deed hereunto filed marked Exhibit D,

6. That said real estate is held by said four Children as Tenants in Common,

7. The interest in said land of the Defendant Lemuel Shipley, is encumbered by the following judgments and liens, viz; Judgment dated 20 day of June 1889, for $23.06 and $1.40 Costs, in favor of Dennis & Maynard, subsequently assigned to Lewis J. Lamotte, a Judgment dated Oct. 12 1889, for $17.96 and $1.25 Costs in favor of Dennis & Maynard, a Judgment dated Sept 28th 1889, for $29.61 and 1.40 Costs, in favor of Richard M. Barnes use of William B. Thomas, a Judgment dated July 15 1887, for $56.29 and 6.50 Costs in favor of Dennis & Maynard and assigned to Lewis J. Lamotte, Credited February 16th 1887, with $35.00 a Judgment dated

February 1st 1889. for $83.59 in favor of your Orator Elias B. Dorsey, and a Judgment dated February 1st 1889. in favor of your Orator Thomas H. Shipley for $69.95 all said Judgments duly recorded in the Magistrates Books for the Eastern Dist of Cecil County said constituting liens as aforesaid on the interest of said Carroll in said land.

8. That said Louis D. Lamotte died in Cecil County on the 11th day of Nov 1890. leaving a Will which was probated in the Orphans Court of Cecil County, and the Defendants Alice D. Lamotte, Herschel V. Lamotte and Howell Lamotte were appointed Executrix and Executors thereof, and qualified as such.

9. That said Dennis L. Maynard died in Cecil County in the month of September 1891, also leaving a Will which was probated in the Orphans Court of Cecil County, appointing Elizabeth G. Smith and Charles Jones Executors and Executors thereof, and who qualified as such.

10. That said land is not susceptible of partition among said persons interested, and cannot be divided among them without loss and injury. And it would be to the interest and advantage of all parties concerned that said land be sold by a decree of this Court, and the proceeds thereof distributed to them according to their respective interests and rights therein.

11. To the end therefore that a decree may be passed for the sale of the aforesaid land and the proceeds thereof be distributed to the said Laura Shipley, Ruth D. Shipley, Thomas H. Shipley and to the other creditors of said Edmond Shipley according to the priority of their respective liens or Judgments, and the balance if any remaining after the payment of same, paid over to said Edmond Shipley that your Orators may have such further and other relief as their case may require

May it please your Honorable Court to grant unto your Orators your Writs of Subpoena against the said Edmond Shipley, Alice D. Lamotte, Herschel V. Lamotte, Howell Lamotte, Executors of said Louis D. Lamotte, Elizabeth G. Smith and Charles Jones Executors of Dennis L. Maynard, William B. Thomas and Richard W. Barnes all of Cecil County Maryland commanding them and each of them to be and appear in this Court in some certain day to be therein named, to answer the premises and further to perform and abide such decree as may be passed therein &c,

And as in duty bound &c

Jas. A. C. Bell, Solicitor for Plaintiffs.

Ex. Nisi D.

In the Name of God Amen. I Edmond Shipley of Cecil County in the State of Maryland, being in health of body and of sound and disposing mind memory and understanding, considering the certainty of death, and the uncertainty of the time thereof,

and being desirous to settle my worldly affairs and thereby be the better prepared to leave this world when it shall please God to call me hence, do therefore make and publish this my last Will and Testament in the manner and form following that is to say.

First and principally I commit my soul into the hands of Almighty God. and my body to the earth. to be decently buried at the discretion of my Executrix hereinafter named and after my debts and funeral charges are paid. I devise and bequeath as follows.

Item. I give and bequeath to my dear wife Hannah all my land supposed to be about one hundred and forty acres of land it being the land lying in the County and State above written. to have and to hold during her natural life. and at her death I will that said land shall be equally divided between the children there and there alike. except Joseph K. Shipley. he having received his share in land in my life time.

Item. I give and bequeath to my dear wife Hannah all my personal property. consisting of horses. cows. hogs and sheep also farming utensils. waggons and harness. and buggy and horses. also all outstanding debts all the grain that may be on hand and all the grain that may be growing. also notes in the House or in the field. all of which I give to my wife during her natural life and at her death. I will that all the above bequeathed to my wife shall be divided between the children there and there alike except said Joseph K. Shipley. he having his part.

I also will and bequeath to my first children as follows. to Thomas S. Shipley one hundred dollars. and to Eliza K. Shipley one dollar and to Hannah Shipley one dollar and to Mira Phillips one dollar.

Item. I give all my household and kitchen furniture to my dear wife and at her death to children there and there alike.

And lastly I hereby constitute and appoint my dear wife to be sole Executrix of this my last will and testament revoking and annulling all former wills by me heretofore made ratifying and confirming this and none other to be my last will and testament whereof I have hereunto set my hand and affixed my seal this seventeenth day of December. in the year of our Lord one thousand eight hundred and seventy nine.

Simon [illegible] Shipley [seal]

Signed Sealed. published and declared by Simon Shipley the above named Testator. as and for his last will and testament in the presence of us who at his request in his presence and in the presence of each other have subscribed our names as witnesses thereto.

William H. Lindsay
Moses Parrish
John T. Barnes.

Maryland Carroll County Sc.

On the 11th day of May, 1885, before the Orphans Court of Carroll County, came William H. Lindsay the person who exhibited the aforegoing Instrument of Writing, and in open Court made oath on the Holy Evangelist of Almighty God, that the same is the true and whole last will and testament of Simon Shipley, late of Carroll County deceased, that he received the same from the Testator in his lifetime for safe keeping and that he does not know of any other will or Codicil left by said deceased,

Test: J. Oliver Wadlow
Register of Wills.

Maryland, Carroll County to wit:

On the 11th Day of May 1885, before the Orphans Court of Carroll County, came William H. Lindsay, and on the 19th day of May 1885, came Moses Parrish and John T. Barnes, the two subscribing witnesses to the aforegoing last will and testament of Simon Shipley late of Carroll County, deceased, and in open Court made oath on the Holy Evangelist of Almighty God, that they did see Simon Shipley the Testator in said will named, sign and seal said Will, & setting his mark thereto, that they heard him publish, pronounce and declare the same to be his last will and testament, that at the time of so doing, he the said Simon Shipley was to the best of their apprehension knowledge and belief of sound and disposing mind memory and understanding. And that they subscribed their respective names as witnesses to said will at the request of the said Testator in his presence and in the presence of each other.

Test: J. Oliver Wadlow, Register of Wills.

In the Orphans Court of Carroll County.

The Court, after having carefully examined the above last will and also the evidence adduced as to its validity, orders and decrees this 19th day of May A.D. 1885, that the same be admitted to probate in this Court as the true and genuine last will and testament of the said Simon Shipley deceased.

William Bosley
William T. Smith } Judges.
Elias Myers

Renunciation of Executrix.

To the Orphans Court of Carroll County, Maryland.

The undersigned Mary Ann Shipley appointed Executrix in the last will and testament of Simon Shipley, late of Carroll County deceased, do hereby refuse to act as Executrix of said Will, and do therefore renounce all my rights to Letters testamentary upon said deceased's Estate.

and all right, title and claim I may or could have had by virtue of said assignment.
In testimony whereof, I hereunto subscribe my name this 19 day of May 1885.
Test: Elias S. Blizzard. Mary A. X her mark Shipley (Seal)
I recommend my son Thomas A. Shipley and son in law Elias B. Arnold
be appointed administrators of said estate with said Will annexed.
May 19th 1885.
Witness Elias S. Blizzard. Mary A. X her mark Shipley (Seal)

State of Maryland Carroll County Court.

I hereby certify that the aforegoing is a true copy taken from the original filed and remaining of record in the office of the Register of Wills for Carroll County. In testimony whereof I hereunto subscribe my name and affix the Seal of my office this 3rd day of October 1893.
(Seal) Geo. M. Shyrock
Register of Wills for Carroll County.

Exhibit B. is a Copy of a Deed from Josiah Parrish wife to Thomas Shipley, as recorded in Liber J.S. No 7 folio 362 &c one of the Land Records of Carroll County.
Exhibit C. is a Copy of a deed from Wm Jordan wife to Thomas Shipley, as recorded in Liber W.W. No 6 folio 225 &c one of the Land Records of Carroll County.
Exhibit D. is a Copy of a deed from Stephen W. [illegible] Parish to Thomas Shipley as recorded in Liber J.B.S. No 43 folio 373 &c, one of the Land Records of Carroll County.

Answer of Alice A. Lamotte et al Etc Defendants,
No 3190 Equity,
In the Circuit Court
for Carroll County.

Laura J. Arnold et al
vs
Carroll Shipley et al
Defendants

To the Honorable the Judges of said Court.

The Joint and several Answer of Alice A. Lamotte, Herschel F. Lamotte, and Roswell Lamotte, Executors and Executors of Louis A. Lamotte deceased, Elizabeth L. Smith and Charles Jones Executors and Executor of Dennis A. Magruder deceased, Wm B. Thomas, and Richard Barnes Defendants to the Bill of Complaint & Exhibits against them and Carroll Shipley in this case.
These Answering Defendants saving and reserving unto themselves all benefit and advantage of exception to the many errors uncertainties and other imperfections in the said Bill of Complaint contained for answer thereto or to so much thereof as they are advised it is necessary for them to make answer unto they answer and say that they have no knowledge or information sufficient to form a belief as to the matters and things charged in said Bill of Complaint and therefore they leave the complainants to make such proof thereof as they may be advised they are bound to make and these Defendants pray to be hence dismissed with their reasonable costs and charges in this behalf sustained.
And as to the matters and things charged in said Bill of Complaint these Defendants say that they are informed and believe that the matters and things therein charged are true and they are willing that the same may be taken as confessed against them.
And these Defendants further say that they are informed and believe that the said Thomas Shipley died seized and possessed of the property mentioned in said Bill of Complaint and that he left a Will and Testament which has been duly admitted to Probate by the Register of Wills for Carroll County and that Letters Testamentary have been duly granted to Carroll Shipley and Elias B. Arnold the Executors named in said Will and that they have duly qualified as such Executors and are now acting as such Executors

The separate answer of the Defendant Carroll Shipley to the Bill of Complaint & Exhibits against him and Others.

For answer thereto this defendant admits the several matters and things charged in said Bill of Complaint to be true as therein alleged and consents to an immediate decree as prayed.

L Harwell Lancaster,
Solicitor for Defendant Carroll Shipley.

Decree.

Laura J. Arnold
vs.
Carroll Shipley
Others.

In the Circuit Court for Carroll County,
Sitting as a Court of Equity.
No 3190 Equity

The above cause standing ready for hearing and being submitted by agreement of Counsel, the Bill Answers and all the proceedings were by the Court read and considered, It is thereupon this Eleventh day of October in the year nineteen hundred and ninety three, by the Circuit Court for Carroll County, sitting as a Court of Equity, Adjudged Ordered and decreed, That the real estate mentioned in the proceedings in this cause be sold, and that Ellis B. Arnold, of Carroll County, and State of Maryland, be and he is hereby appointed Trustee to make said sale and that the time and manner of his proceedings shall be as follows, he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court or by the Clerk, thereof in the penalty of Three Thousand Dollars, conditioned for the faithful performance of the Trusts reposed in him by this decree, & to be bound in like by any future decree or order in the premises he shall thereupon proceed to make the said sale, having given at least three weeks notice by advertisement inserted in some Newspaper published in Carroll County, and by such other mode as he shall think proper of the time place and terms of sale, which shall be as follows, viz: One third part of the purchase money shall be paid by the purchaser or purchasers, to the Trustee on the day of sale, or upon the ratification thereof by this Court, and the residue shall be paid in two equal payments, the one to be paid in one year, and the other in two years from the day of sale with interest and to be secured by the notes of the purchaser or purchasers with security to be approved of by the Trustee as soon as may be thereafter & after any such sale or sales the said Trustee shall return to this Court, a full and particular account of his proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of such sale, and on obtaining the Courts ratification of the said sale & on the payment of the whole purchase money, and not before, the said Trustee, shall by a good and sufficient deed to be executed acknowledged and recorded according to law, convey to the purchaser or purchasers, his her or their heirs, the property and estate to him her or

them sold free clear and discharged from all claim of the parties hereto. Complainant and Defendant, and those claiming by from or under them or either of them. And the said Trustee, shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit. The expenses of said sale, and such commission to the said Trustee, as this Court shall think proper and allow in consideration of the skill attention and fidelity which he shall appear to have discharged his Trust. Charles B. Roberts.

Agreement.

It is agreed that the written decree pass by consent and immediately. Oct. 11th 1893.

Jno. A. C. Bond Jr. for Complt.
L. Edward Lamotte Sol. for Defendant.

Trustee's Bond.

Know all men by these presents That we Ellis B. Arnold and James A. C. Bond, of Calvert County, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the just and full sum of three thousand dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this eleventh day of October in the year of our Lord one thousand eight hundred and ninety three. Whereas by a decree of the Circuit Court for Calvert County, as a Court of Equity, bearing date, the 4 eleventh day of October in the year Eighteen hundred and ninety three, and passed in a cause in the said Court, wherein Laura J. Arnold et als are complainants, and Samuel Shilling et als are defendants, the above bound Ellis B. Arnold, has been appointed Trustee to make sale of certain Real Estate, in the proceedings in said cause mentioned. Now the condition of the above obligation is such that if the above bound, Ellis B. Arnold, do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any further decree or order of said Court in the premises then the above obligation to be void and of no effect, otherwise to remain in full force and virtue in law.

Signed sealed and delivered in the
presence of R. A. Parke

Ellis B. Arnold
Jno. A. C. Bond

The above Bond is approved, this 11th day of October 1893.

Benj. S. Grouse, Clerk

Report of Sale.

Laura J. Arnold et al vs. } In the Circuit Court for Calvert
Samuel Shilling et al vs. } County in Equity. No. 3190 Equity.

To the Honorable the Judges of the Circuit Court for Calvert County in Equity.

Elias B. Arnold Trustee aforesaid by the Decree passed in this Cause, to make sale of the Real Estate therein mentioned, Decree, that he giving Bond with security for the faithful discharge of the Trust ~~reposed~~ as required by said Decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Union Court Advocate, and Democratic Republican newspapers printed in Westminster Carroll County, once a week for four successive weeks, before the day of sale, and by handbills, & otherwise as circumstances may require, & ratifying such Notice, should be given as in Carroll County aforesaid, on the 11 day of November in the year Eighteen hundred and ninety three, at 2 o'clock P.M. and there and thereby to report to this Court, the proceedings had in the premises, and return the Bond, which he the said Trustee offered for the land and the parcel of land in said proceedings and the proceedings in the Cause, containing one hundred and fifty nine acres of land more or less, and lying and being in Election District No. 8 of Carroll County Maryland, he having therein and thereby complied with the requisites required by the Decree, and having received ninety dollars and said purchaser has agreed to pay the cash or the ratification of sale

Elias B. Arnold Trustee,

State of Maryland Carroll County Set,

On this 15 day of November, eighteen hundred and ninety three personally appeared before me, a Justice of the Peace, of the State of Maryland, in and for Carroll County, Elias B. Arnold Trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief. And that the sale was fairly made

William Moore, J.P.

Order Nisi on Sale

Emma J. Arnold etc } In the Circuit Court for Carroll County,
vs. } In Equity
Conrad Shipley etc }

Ordered this 16 day of November, A.D. 1893, that the sale of the property mentioned in these proceedings made and reported by Elias B. Arnold Trustee be ratified and confirmed unless cause to the contrary thereof be shown on or before the 18 day of December next. Provided a copy of this Order be inserted in some newspaper printed in Carroll County, once in each of three successive weeks before the 11th day of December next. The report states the amount of sale to be $1570.

Benj. F. Crouse, Clerk

Westminster Md. Dec. 14 - 1893.

We hereby certify that the annexed Order Nisi was published for three successive weeks prior to the 11 day of December 1893 in the Democratic Advocate, a newspaper published in Carroll County Md.

Vandeford Bros.
Editors and Publishers.

Order ratifying Sale,

Laura J. Arnold et al
vs
Samuel Shipley et al.

In the Circuit Court for Carroll County.
No 3190 Equity.

Ordered by the Court, this 19th day of December, 1893, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order of Court passed in said Cause, and that Trustee allowed the usual Commissions and such further expense as he shall produce vouchers for to the Auditor,

Charles B. Roberts,
Judge.

Laura J. Arnold et al
vs
Samuel Shipley et al

No 3190 Equity.
In the Circuit Court for Carroll County in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court, passed in this cause, he appointed the 19th day of December 1893 at his office in the City of Westminster Carroll County Maryland for the purpose of making the statement of judgment claims against the interest of Samuel Shipley one of the Devisees, which statement is herewith filed, he then charged the Trustee with all the purchase money in his hands, as Trustee allowed him his Commissions and expenses, and all costs that he then produced. The balance of purchase money then left in his hands $1290.53 he distributed among the seven devisees under the last will and testament of Samuel Shipley deceased Testator (a copy of which is filed in this cause) as follows. To Laura J. Arnold, wife of Elias B. Arnold one of said devisees 1/4 thereof, to wit: $322.63¼ To Ruth A. Shipley wife of Columbus A. Shipley, another of said devisees 1/4 thereof to wit: $322.63¼ To Phenias A. Shipley one of said devisees 1/4 thereof to wit: $322.63¼ The distributive share of Samuel Shipley one of said devisees 1/4 thereof to wit: $322.63¼ he claimed before and distributed among his judgment creditors (according to priority) whose claims appear by the "Statement of Judgment Claims" against the interest of Samuel Shipley one of the devisees, herewith filed. Said distributive share paying the first the judgment Creditors whose claims appear by Claims Nos 1. 2. 3. 6. 7. in said Statement, leaving a balance of $1.91¼ which he distributed in part payment of Judgment Claim No 5. in said Statement. Which balance on the date of this Account (January 11th 1894) fails to pay said Judgment Claim to the extent of $29.36¼ All of which is respectfully submitted.

1894 January 11th

Jno. J. Baumgartner.
Auditor.

The Real Estate of Amos Shipley deceased Testator
In Succession with Ellis B. Arnold Trustee

Debtor.

1893 November 11th. By Sale of the Real Estate mentioned in this Cause, this Sale made by the Trustee to Joseph D. Parrish as appears by his report filed in this Cause November 16th 1893. Amounting to Two Thousand Five Hundred & Ninety Dollars	$1590.	00

Credit.

To the Trustee for his Commissions	$ 78.	65
To the Trustee Amount paid P. C. Closson for auctioneering Sale, per Voucher No 1 filed,	7.	00
To the Trustee Amount paid Oliver P. Buckingham Coll. Taxes for 1887 & 1888. per Vouchers No. 2 & 3 filed.	19.	56
To the Trustee, Amount paid James E. Smith Agent. Fire Insurance, for 1886 per Voucher No 4 filed	3.	40
To the Trustee Amount paid James E. Smith. Agent Fire Insurance for 1887. per Voucher No 5 filed,	2.	40
To the Trustee Amount paid James E. Smith Agent Fire Insurance for 1888 per Voucher No 6 filed	2.	40
To the Trustee Amount paid James E. Smith Agent Fire Insurance for 1889. per Voucher No 7 filed,	2.	40
To the Trustee Amount paid James E. Smith Agent Fire Insurance for 1890 per Voucher No 8 filed	2.	40
To the Trustee Amount paid James E. Smith Agent. Fire Insurance for 1891 per Voucher No 9 filed	2.	40
To the Trustee Amount paid James E. Smith Agent, Fire Insurance for 1892. per Voucher No 10 filed,	2.	40
To the Trustee Amount paid James E. Smith Agent, Fire Insurance, for 1893 per Voucher No 11 filed	3.	00
To the Trustee Amount paid James H. Bond. Solicitor for Professional services allowed per Voucher No 12 filed	50.	00
To the Trustee & Jay Chauncey Bros. for printing. per Voucher No 13 filed.	15.	50
To the Trustee & Jay E. J. Richard. for printing per Voucher No 14 filed,	6.	25
To the Trustee & Jay. Oliver P. Buckingham Coll. Taxes for 1892 & 1893. per Vouchers Nos 15 & 16 filed.	20.	71
Costs as taxed by the Clerk.		
To James H. Bond Solicitors Appearance fee (Paid per Voucher No 12 filed)	10.	00
To Benj. F. Crouse Clerk,	35.	65
To Albert A. Dorsey Sheriff	3.	60
To George M. Parke Register	1.	50

Defendants Costs.

To L. Howell Lamotte Solicitor & fee,	10.	50
To Benj. F. Grove clerk,		75
To Attachment Order ret'd on this account,	1.	50
To Jno. J. Blumgartner. Auditor. Examination of papers.		
Making statement of Judgment claims against the Estate of		
Daniel Shipley one of the devisees. Stating this account &c,	18.	50
Amount of Expenses,	$ 299.	47
Balance for distribution,	1290	53
Amount of Sale,	$ 1590.	00

Balance for distribution brought forward $ 1290. 53

and distributed among the four devisees under the last Will and Testament of said Solomon Shipley deceased Testator. (a copy of which is filed in this Cause) as follows,

To Laura J. Arnold wife of Elias B. Arnold				
and one of said devisees	¼	$ 322	63¾	
To Ruth S. Shipley wife of Coelandus S. Shipley				
one of said devisees	¼	322	63¾	
To Theonis W. Shipley one of said devisees	¼	322	63¾	
The distributive share of Samuel Shipley one of				
said devisees distributed below viz:¼		322	63¾	xxxx xx
		$ 1290	53	$ 1290. 53

The distributive share of Samuel Shipley one of said devisees as above brought forward $ 322. 63¾

and distributed among his Judgment Debt Creditors according to priority whose claims appear by the Statement of Judgment claims against the estate of Samuel Shipley one of said devisees herewith filed as follows,

To Alice L. Lamotte, Rachel D. Lamotte, and Samuel Lamotte Executors and Executors of Louis J. Lamotte, deceased assignee of Dennis L. Maynard in payment in full of their Judgment Claim debt interest and costs which appears by Claim No. in Statement of Judgment claims against the Estate of Samuel Shipley one of the devisees herewith filed the sum of.

To Elias B. Arnold assignee of Charles Jones, and Elizabeth L. Smith Executor and Executrix of Dennis L. Maynard deceased assignee of Elias B. Arnold. in payment in full of his Judgment Claim debt interest and costs. which appears by Claim No. in Statement of Judgment Claims against the Estate of Samuel Shipley one of the devisees herewith filed the sum of. $ 31. 42

108. 64

To Phineas H. Shipley in payment in full of his Judgment Claim debt interest and costs which Judgment Claim No 3 in Statement of Judgment Claims against the interest of Randle Shipley one of the Devisees Jerrie Court filed the 11th day of Jan 1894 to Alice Lamotte, Theodore Lamotte and Leonce Lamotte, Executors and Executors of Louis D. Lamotte, deceased, Assignees of Maryland Building and Manufacturing Company, (a body Corporate) the balance of said Judgment Claim Principal $89.71 in favor of Judgment Creditor, $89.71 in favor of Judgment Claim $0.91 Cts Cost and Interest and Costs, which applies by Claim No 5 in Statement of Judgment Claims against the interest of Randle Shipley one of the Devisees Jerrie Court filed which balance on the date of this Account January 11th 1894, fails to pay said Judgment Claim Principal and Interest of $29.58¼ the sum of. $1. 91¼ +++ ++

$322. 63¼ $322. 63¼

Order nisi on Account.

Laura J. Arnold et al
as
Randall Shipley et al

} In the Circuit Court for Carroll County. No 3190 Equity.

Ordered this 11th day of January, A.D. 1894, that the Account of the Auditor filed in this Cause be finally ratified and confirmed unless Cause to the contrary thereof be shown on or before the 29th day of January inst; provided a Copy of this Order be inserted in some newspaper published in Carroll County, once in each of three successive weeks before the first named day for Exceptions.

Benj. F. Crouse, Clerk,

True Certificate,

Westminster Md January 29th 1894,

We hereby certify that the annexed Order nisi in the Cause was published for two successive weeks prior to the 29th day of January 1894, in The Democratic Advocate a newspaper published in Carroll County Md.

Vandiford Bro.
Editors and Publishers,

Order ratifying Auditor

Laura J. Arnold et al
vs
Daniel Shipley et al

No 3190 Equity

In the Circuit Court

for Carroll County.

Ordered by the Court, this 31st day of January 1894,
that the Account of the Auditor filed in this Cause, be and the same
is hereby finally ratified and confirmed. No Cause to the contrary
thereof having been shown, although due notice as by law required
given by the preceding Order of Court in this Cause, and the Trustee
is hereby directed to pay out said Trust fund accordingly, with such
interest as may be due, on Credit Warrants to those entitled thereto.

Charles B. Roberts.

1894 Jany 29 Recorded

Per Jno. J. Billingslea, Clerk,

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Maryland to Wit.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the first Monday of January (it being the — day of the same Month) in the year of our Lord One thousand eight hundred and ninety four.

Were Present.

The Hon. Charles B. Roberts, Chief Judge.

Elias B. Arnold, Esq. Sheriff.

Benj. F. Crouse, Clerk.

Among other were the following proceedings to wit:

Be it remembered that heretofore to wit: on the 26th day of December A.D. 1893, Wm. V. Albaugh & Jacob Rohrback, Attorneys to the Mortgagee Solicitor Jacob Rohrback Esq. came here into Court sitting as a Court of Equity, and filed their Petition & Report of Sale which appears in words as follows to wit:

In the Matter of the Mortgage Sale of William J. Albaugh and Jacob Rohrback Attorneys named in the Mortgage from Washington D. Wales and Virginia Wales his wife and Eliza A. Wales to Veronica E. Reifsnider and Margaret M. Bimmer.

No. 3207 Equity.

In the Circuit Court for Carroll County Maryland in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County Maryland sitting as a Court of Equity.

The Petition and Report of Sale of William J. Albaugh and Jacob Rohrback, Attorneys named in the Mortgage from Washington D. Wales Virginia Wales his wife and Eliza A. Wales to Veronica E. Reifsnider and Margaret M. Bimmer, acting under a power of sale contained in said Mortgage, respectfully shows unto your Honors, That Washington D. Wales, Virginia Wales his wife, and Eliza A. Wales residents of Montgomery County Maryland, together with Washington Wales, then residing in Baltimore City, Maryland, were indebted unto Veronica E. Reifsnider of Frederick County, Maryland, by their joint and several single bill, dated April 25th 1891, payable twelve months after the date to the order of Veronica E. Reifsnider for the sum of four thousand and two hundred dollars, with interest from date at 6% per annum, the interest payable semi-annually, said single bill being indorsed as paid hereon marked Exhibit A, and being indebted unto Margaret M. Bimmer of Frederick County Maryland by their joint and several single bill dated April 25th 89, payable twelve months after date to the order of Margaret M. Bimmer for the sum of two thousand dollars, with interest from date at 6% per annum. the interest payable semi-annually, said single bill being

herewith filed as part hereof marked Exhibit B. for the purpose of securing the
payment of said single bills together with all interest that might accrue
thereon before said single bills would become due and payable, excepting
-ting Washington Waters;- by way of Mortgage dated on the 25th day
of April 1891, do the said Romona E. Redfearn and Margaret M. Benner
certain tracts, parts of tracts, pieces or parcels of land with the buildings
and improvements thereon and the rights and ways thereunto belonging or
used, lying and being in Carroll County, State of Maryland, containing in
the aggregate four hundred and thirty two acres and seventy perches
of land more or less, and fully described in said Mortgage, and to which
said Mortgage there is a condition annexed that if default shall be
made in the payment of said single bills or either of them when the
same shall become due and payable by the terms of said single bills
or either of them, or if default shall be made in the performance of any
one of the covenants as contained in said Mortgage, then the whole of
said Mortgage debt, as named in both of said single bills, shall become
due and payable, and it may and shall be lawful for William T.
Shaeffer, as the Attorney for Romona E. Redfearn and Jacob Rinehart
as the Attorney for Margaret M. Benner to sell the said Mortgaged Real
Estate, at the Court House door in Westminster Carroll County Mary-
land, by public Auction for cash, after having given at least
three weeks public notice of the time place manner and terms
of sale, all of which will more fully & expressly reference to duly
certified Copy of said Mortgage filed herewith as part hereof
marked Exhibit A. And your Petitioner further reports that default having
been made in the payment of both said single bills, when due and payable,
and default having been made by said Mortgagors in the payment of State
and County taxes for the years 1891. 1892 and 1893, in accordance with Act of 1866
and which they have covenanted in said Mortgage to pay, and that the
whole of said sums of $650.00, excepting the sum of $300. as paid March 8
1893 by said Mortgagors on the principal of the $1450, single bill thus
due to Romona E. Redfearn leaving the sum of $600, then over
due said Mortgagee, at this date with interest from the 25th day of
April 1893. And said Attorney named in the said Mortgage, under the
direction of said Mortgagee being desirous to enforce the power
of sale as contained in said Mortgage, have duly filed with
the Clerk of your Honorable Court their duly executed Bond
to the State of Maryland in the penalty of twelve thousand dollars
conditioned as required by law, a duly certified copy of which Bond
is herewith filed as part hereof marked Exhibit D. And having duly
advertised the said Mortgaged Real Estate for at least three weeks
prior to the day of sale by advertisement inserted in "The Advocate"
a newspaper published in Carroll County Maryland as will appear
by the printer's Certificate herewith filed as part hereof marked Exhibit E.

25×10
32×10
25×10

and also by large sale bills extensively circulated in Carroll Howard Baltimore Montgomery and Frederick Counties Maryland, setting forth the time, place, manner and terms of sale, did, in pursuance of said notice attend in person at the Court House door in Westminster Carroll County Maryland on Tuesday December 19th 1893. at the hour of 2 Oclock P. M. and then and there proceed to sell said real estate, and as described in said Mortgage. And your Petitioners state that they offered at Public sale to the highest bidder the said Lots or parcels of real estate situated in Carroll County Maryland and fully described in the advertisements of said sale and in the Exhibits hereto filed and being the same property conveyed by the said Rowena E. Hopkins and Thomas W. Plummer by Washington D. Wales Virginia Wales his wife and Elgie A. Wales by their deed of Mortgage aforesaid, a copy of which is herewith filed, and sold the same to Eldridge L. Hammond and William L. Hammond of Carroll County Maryland, at and for the sum of Six thousand four hundred and eighty two dollars, and fifty cents, and upon the terms of sale as set forth in the advertisement annexed to the Memorandum Order of sale. They being then and there the highest bidders therefor. And your Petitioners further report that the purchasers aforesaid have signed the Memorandum of sale hereto filed and Marked Exhibit C. and have not as yet complied with the terms of sale, with the exception of the payment by your Petitioners of the sum of $160.00 the Proper Costs Charges and Expenses of sale. Upon the final ratification of said sale by your Honorable Court, the said William V. Albaugh and Jacob Rohrback Attorney report the proceedings of sale by them had in the premises as by the Exhibits hereto filed will more fully appear. All of which is respectfully submitted.

$6487.62.

Jacob Rohrback
Solicitor.

William V. Albaugh
Jacob Rohrback
Attorneys named in the Mortgage.

State of Maryland, Frederick County Set.

I hereby certify that on this 21st day of December in the year eighteen hundred and ninety three, before me the subscriber a Justice of the Peace of the State of Maryland in and for Frederick County personally appeared William V. Albaugh and Jacob Rohrback attorneys above named, and each made oath in due form of law that the matters and things stated in the above report of sale, are true as therein stated to the best of their knowledge, information and belief. And that the sale therein reported, was duly made.

Alfred Ritter, J. P.

State of Maryland Frederick County Set.

I hereby certify that Alfred Ritter Esquire before whom the annexed affidavit were made, and who has thereto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland in and for Frederick County duly appointed, commissioned and

sworn, and authorized by law to take acknowledgments and administer oaths and to exercise the jurisdiction conferred by law on such Justices, and that the signature attached thereto subscribing to be his I believe to be genuine.

In testimony whereof I have hereunto subscribed my name and affixed the Seal of the Circuit Court for Frederick County this 21st day of December, A.D. 1893.

John L. Jordan,
Clerk of the Circuit Court for Frederick County.

Exhibit A.

$4500.00 — Montgomery County, Maryland. June 25th 1891.

Twelve months after date we jointly and severally promise to pay to the order of Naomi E. Reifsnider the sum of four thousand five hundred dollars, for value received with interest from date at six per cent per annum. the interest payable semi-annually.

Witness our hands and seals.

Witness
Lillian B. Keener.

Washington D. Waters. (Seal)
Virginia Waters. (Seal)
Eliza D. Waters (Seal)
Washington Waters (Seal)

Endorsed as follows,

1891 October 26th	By 6 mos Interest	on within note	$135.00
1892 April 26th	By " " "	" " "	$135.00
" November 2nd	By " " "	" " "	$135.00
1893 March 8th	By Credit on the within note,		$500.00
" August 22nd	By 6 mos Interest on within note to Apl 25 93.		$135.00

Naomi E. Reifsnider.

Ex Libor B.

$2.000.— Montgomery County, Maryland. (April 25th 1891.

Twelve months after date. we jointly and severally promise to pay to the order of Margaret M. Brumer. the sum of two thousand dollars for value received. with interest from date at six per cent per annum. the interest payable semi-annually

Witness our hands and Seals.

Witness
Lillian B. Keener.

Washington D. Waters (Seal)
Virginia Waters (Seal)
Eliza D. Waters (Seal)
Washington Waters. (Seal)

Endorsed as follows.

October 26th 1891.	By 6 mos. int.	on within note	$60.00
April 26th 1892	" "	" " "	$60.
Nov 2nd	" "	" " "	$60.
Aug 22nd 1893	" "	" " "	$60.

Margaret M. Brumer.

Ex Libor C. Is a Certified Copy of a Mortgage from Washington D. Waters et ux to Naomi E. Reifsnider and Margaret M. Brumer dated April 25th 1891. and recorded among the Real Estate Mortgage Records of Carroll County in Liber B.B.No. 30 folio 513 &c.

Ex Libor D.

William U. Albaugh &
Jacob Rohrbach Attys vs
Bond
State of Maryland

Know all men by these presents, That we William U. Albaugh, Jacob Rohrbach and J. Calvin Easonie of Frederick and State of Maryland, and George N. Albaugh of Carroll County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of twelve thousand dollars, to be paid to the said State, or its certain Attorney, To which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs executors and administrators jointly and severally firmly by these presents, sealed with our seals, and dated this 19 day of December in the year one thousand eight hundred and ninety three. Whereas by a deed of Mortgage dated the 25 day of April 1893 and duly recorded in Liber B.D.C. No 80 folio 513 &c one of the Mortgage Records of Carroll County Md. certain Real Estate and property situate in said County Maryland and therein described was conveyed by Washington D. Waters, Virginia Waters and Eliza J. Waters to Veronica E. Kefauver and Margaret M. Baumer, to secure the payment of certain Money and the interest as set forth in said Mortgage, And in said Mortgage is contained a clause authorizing a sale of the Mortgaged premises by the Mortgagees their Executors administrators or assigns, or by William U. Albaugh and Jacob Rohrbach as the Attorneys of the said Veronica E. Kefauver and Margaret M. Baumer Mortgagees in case of default being made in payment of the Mortgage debt or the interest thereon or in any covenant condition or agreement therein And whereas default has been made in payment of the said Mortgage and in other conditions of said Mortgage And by virtue of the authority given in said Mortgage the above bounden William U. Albaugh and Jacob Rohrbach Attorneys named in the Mortgage, are about to sell the Mortgaged property Now the condition of the above obligation is such That if the above bounden William U. Albaugh and Jacob Rohrbach, Attorneys named in the Mortgage do and shall abide by and stand to any order or decree which shall be made by the Court of Equity in relation to the sale of said Mortgaged property or the proceeds thereof, then the above obligation to be void. Otherwise to remain in full force and virtue in law.

Signed Sealed and delivered
in the presence of
David Stoner

Wm. U. Albaugh (Seal)
Jacob Rohrbach (Seal)
J. C. Easonie (Seal)
Geo. N. Albaugh (Seal)

Bond approved Dec 19th 1893. Test: Guy. P. Crouse clerk,
Received for record Dec 19th 1893 at 12 M. & same day recorded
Test Guy. P. Crouse. Clerk,
State of Maryland Carroll County Sct.
I hereby certify that the foregoing is a true copy of Bond from
Liber B.D.C. No 15 folio 483 &c, one of the Chattel Bond Records of

Seal
Peace.

Carroll County, Set. Testimony whereof I have set my hand and affixed the Seal of the Circuit Court for Carroll County this 26th day of December A.D. 1893.

Benj. F. Crouse, Clerk

Exhibits E & F. Are Omitted Certificate of Notice of Sale and Purchasers Acknowledgment of Sale.

(Omitted)

Order nisi on Sale.

In the Matter of the Mortgage of William V. Yellaugh and Jacob Rohbeck unto Peter Gans of Washington D.C. Walter S. Virginia Waterhouse wife of Ella A. Yates & Honora E. Redgwick and Margaret A. Bonner

No 3207 Equity.

In the Circuit Court for Carroll County.

In Equity.

Ordered this 26th day of December A.D. 1893, that the sale of the Real Estate mentioned in these proceedings made and reported by William V. Yellaugh and Jacob Rohbeck Attorneys &c, acting under the power of sale contained in the Mortgage filed among the proceedings in this cause, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 22 day of January A.D. 1894. Provided a copy of this Order be inserted in some newspaper printed in Carroll County once in each of three successive weeks before the 22 day of January A.D. 1894.

The report states the amount of sale to be $6481.62

Benj. F. Crouse Clerk.

Omitted Certificate

Westminster Md. January 29th 1894.

We hereby certify that the annexed Order nisi on sale was published for three successive weeks prior to the 22nd day of January 1894 in the Democratic Advocate, a newspaper published in Carroll County Md.

Vandeford Bros.

Editors and Publishers Per W.E.B.

Order ratifying Sale &c

Ordered by the Circuit Court for Carroll County Maryland, sitting as a Court of Equity, this 31st day of January in the year eighteen hundred and ninety four, that the aforegoing report of sale, fee and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears by the Omitted Certificate here with filed, shown & opportunity given as required by the Order nisi. And it is further Ordered that William V. Yellaugh and Jacob Rohbeck the persons named in the Mortgage with power to sell and who made sale of the Real Estate in these proceedings mentioned and reported said sale to this Court which Sale is hereby ratified, execute a deed to the purchasers of said real estate upon payment of the full amount of the purchase money. And it is further ordered that this cause be then passed

To the Auditor of this Court, for the purpose of stating an Account of the Trust Funds, and the said William V. Albaugh and Jacob Rohrbach, the Trustees making said sale as above reported, are allowed the usual Trustees Commissions and also a reasonable fee to the Solicitor of record, and the Auditor will report his proceedings to this Court for its further action.

Charles B. Roberts,

Auditor.

William V. Albaugh and Jacob Rohrbach Attorneys of record

vs

Washington D. Waters, and Virginia Waters his wife and Eliza A. Waters

No 3207 Equity

In the Circuit Court for Carroll County in Equity

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court passed in this Cause, he examined the papers filed in the Cause, and thereupon stated the within account as follows,

He first made the Statement of Mortgage Claim, which is herewith filed, He then charged the Attorneys of record with the purchase money in their hands, to wit: $6481.62 and interest allowed them their Commissions and Expenses and all costs ought to be allowed, amounting to the sum of $709.44 He then distributed to Henry E. Shriver Mortgagee, the sum of $3848,34 being the proportion of the whole balance of purchase money, to wit: $5772.51 in part payment of the amount due her under the Mortgage Claim, to wit: $4184+ debt and interest which appears by the Statement of Mortgage Claim, herewith filed, which said portion of balance of purchase money, on the date of this account, (February 1st 1894) fails to pay said sum of indebtedness to the extent of $335.76

He then distributed to Margaret H. Brunner, Mortgagee the sum of $1924.17 being her proportion of the whole balance of purchase money to wit: $5772.51 in part payment of the account due her under the Mortgage Claim to wit: $2092+ debt and interest which appears by the Statement of Mortgage Claim herewith filed which said portion of balance of purchase money, on the date of this account, (February 1st 1894) fails to pay said sum of indebtedness to the extent of $167.83

All of which is respectfully submitted.

Jacob F. Baldwin Auditor.

1894. February 1st.

The Mortgaged Real Estate of Washington D. Wales, Virginia Wales and Eliza D. Wales, In account with William V. Albaugh and Jacob Rohrback Attorneys &c

Debtor,

1893. December 19th By Sale of the Mortgaged Real Estate thereof made by Eldridge J. Hammond and William L. Hammond by the Attorneys &c, as appears by their Report filed in this Cause, December 26th 1893, amounting to the sum of		$6481.62
Credit,		
To the Attorneys &c for their Commissions	$224.45	
To the Attorneys &c, Amount paid W. C. Matthews for Auctioneering Sale per Voucher No 6 filed.	5.00	
To the Attorneys &c, Do pay Baltimore Bros. for printing &c per Voucher No 2, filed,	10.50	
To the Attorneys &c, Do pay Great Southern Printing & Manufacturing Co. for printing &c. per Voucher No 3 filed,	3.50	
To the Attorneys &c Do pay Clerk P. Buckingham Clerk. Fees for 89. 1892 & 1893 per Vouchers No. 4 & 5 & 6 filed,	220.31	
To the Attorneys &c, Do pay Jacob Rohrback Solicitor for professional services rendered per Voucher No 7 filed.	200.00	
Costs as taxed by the Clerk,		
To Jacob Rohrback Solicitor &c per account filed,	10.00	
To Benj. P. Crouse. Clerk,	20.35	
To Publication Order on file in this Account.	1.50	
To Jno. J. Baumgardner Auditor Examination of papers, Making Statement of Mortgage Claim. Stating Account &c,	13.50	
Amount of Expenses,	$709.11	
To Georgia E. Reisinger Mortgagee, the sum of $3848.34 being her 2nd portion of the whole balance of purchase money Dist. $5772.51 in part payment of the amount due her under the Mortgage claim Docket $4184, debt and interest which appears by the Statement of Mortgage Claim herewith filed, which said portion of balance of purchase money on the date of this Account February 6th 1894, fails to pay said sum of indebtedness the sum of $167.83. the sum of	3848.34	
To Margaret M. Brunner Mortgagee the sum of $1924.17 being per cent of the whole aggregate of purchase money Dist. $5772.51. in part payment of the amount due her under the Mortgage claim Docket $2092, debt and interest which appears by the Statement of Mortgage claim herewith filed which said portion of balance of purchase money on the date of this Account February 6th 1894, fails to pay said sum of indebtedness the sum of $167.83. the sum of	1924.17	
Amount of such as Moneys,	$6481.62	

Order nisi on Audit.

William J. Albaugh and Jacob Rohrback Attorneys &c
vs
Washington D. Waters and Virginia Waters his wife and Eliza A. Waters

No 3207 Equity.

In the Circuit Court for Carroll County.

Ordered this 1st day of February, A.D. 1894, that the Account of the Auditor filed in this Cause, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 19 day of February next: provided a copy of this Order be inserted for two successive weeks, before the last ordered day, in some newspaper published in Carroll County.

Benj. F. Crouse, Clerk,

Printer's Certificate.

Westminster Md. February 20th 1894.

We hereby certify that the annexed Order nisi on Audit, was published for two successive weeks prior to the 19th day of February 1894 in the Democratic Advocate, a newspaper published in Carroll County, Md.

Saunderson Bros.
Editors and Publishers.

Order ratifying Audit.

William J. Albaugh and Jacob Rohrback Attorneys &c
vs
Washington D. Waters and Virginia Waters his wife and Eliza A. Waters

No 3207 Equity.

In the Circuit Court for Carroll County in Equity.

Dated this 28 day of February 1894 by the Circuit Court for Carroll County, sitting as a Court of Equity.

The foregoing Account of the Auditor in the above entitled Cause stated and reported is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding Order nisi. And said Trustee Attorneys are hereby directed to pay over said funds accordingly.

Charles B. Roberts.

1898 August 31st Recorded
By per Jas. H. Billingslea.
Clerk.

25×10
32×10
25×

Maryland to wit.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the city of Westminster, in Carroll County in the State of Maryland, on the first monday of January (it being the day of the same month) in the year one thousand eight hundred and ninety four.

Present.

The Hon. Charles B. Roberts Chief Judge,

Elias B. Arnold Esq Sheriff.

Benj. H. Crouse Clerk.

Among other were the following proceedings to wit.

Be it remembered that heretofore to wit: On the 29th day of November A.D. 1893, James A.C. Bond Mortgagee in Person. Came into Court here, sitting as a Court of Equity, and filed his Order & Docket a Case, which appears in proceedings as follows to wit:

James A.C. Bond
Mortgagee
vs
Sarah R. Bloxsom
William H. Bloxsom
Mortgagors

In the Circuit Court for Carroll County.
No. 3203 Equity.
B. F. Crouse Esq.
Clk C.C. for Carroll County.
Please Docket Papers above on Equity Docket. File Bond, Mortgage, Note, & Mortgage Note, Marked respectively A.B.C. Nov 29th 1893.
Jas. A.C. Bond. Mortgagee

Exhibit A. To the Original Mortgage from Sarah R. Bloxsom and Husband to James A.C. Bond, as recorded among the Real Estate Mortgage Records of Carroll County in Liber W.N.W. No 24 folio 230 &c,

Exhibit B.

$1860.50 Carroll County Md. September 13th 1886.

One year after date we jointly and severally promise to pay to James A.C. Bond, or order Eighteen hundred and sixty dollars, and fifty cents, for value received with interest from date,

Sarah R. Bloxsom
William H. Bloxsom

Witness W. Chrystie Forster.

Endorsed I waive all prior liens in favor of Mortgage Claim of J. A.C. Bond.
Elias B. Arnold.

Secured by Mortgage; The payment of this Mortgage note Int. paid Sept 13th 1892.

Mortgagee Bond,

Know all men by these presents, That we James A.C. Bond, Elias B. Arnold and Charles Jones, of Carroll County and State of Maryland are held and firmly bound unto the State of Maryland, in the full and just sum of four thousand dollars, to be paid to the said State, or its certain

Attorney; to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs executors and administrators, jointly and severally, by these presents, sealed with our seals, and dated this 29 day of December in the year of our Lord One thousand eight hundred and ninety three. Whereas by a deed of Mortgage dated the 13 day of September 1886, and duly recorded in Liber W.D. No 24 Folio 220 &c, one of the Real Estate Mortgage Records of Iredell County, certain real estate, and property situate in said Iredell County, and therein described were conveyed by Sarah R. Blizzard and William H. Blizzard her husband of said County, to said James A.G. Bond, to secure the payment of certain money and the interest as set forth in said Mortgage, and in said Mortgage is contained a clause authorizing a sale of the Mortgaged premises by the Mortgagee his executors, administrators or assigns in case of default being made in payment of the Mortgage debt or the interest thereon or in any covenant condition or agreement therein, And whereas default has been made in the payment of the Mortgage debt and interest, and in other conditions of said Mortgage, and by virtue of the authority given in said Mortgage, the above bounden James A.G. Bond Mortgagee, is about to sell the Mortgaged property Now the Condition of the above obligation is such That if the above bounden James A.G. Bond, do and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged property or the proceeds thereof, then the the above obligation to be void. Otherwise to remain in full force and virtue in law.

Signed Sealed and delivered
in presence of R. L. Burke,
Bond approved Nov 29 1893 Test;

James A.G. Bond (Seal)
Eliza B. Amos (Seal)
Charles Jones (Seal)
Elijah B. Crouse, Clerk,

Report of Sale.

James A.G. Bond
Mortgagee
vs
Sarah R. Blizzard and
William H. Blizzard
her husband Mortgagors

No 3203 Equity
In the Superior Court
for Iredell County,
To the Honorable the
Judges of said Court.

The petition of James A.G. Bond Mortgagee in the above cause, respectfully shows unto your Honors, That by virtue of a power of sale contained in a Mortgage from Sarah R. Blizzard and husband to him, the said Jas A.G. Bond bearing date the 13 day of September 1886, and recorded among the Real Estate Mortgage Records of Iredell County in Liber W.D. No 24 Folio 220 &c the original of which is filed in this cause as Exhibit A. and after giving bond with security for the faithful performance and discharge of the trust reposed by the terms of said Mortgage, and to abide by and fulfill any order or decree which might be

made by any Court of Equity, in relation to the sale of the said Mortgaged property or the proceeds thereof, as will appear from said Bond, duly filed and approved by the Clerk of your Honorable Court, and after notice of the time place manner and terms of sale in the Democratic Advocate, a newspaper printed in Carroll County Maryland, once a week for four successive weeks, before the day of sale. Said notice being more than twenty days and by hand bills extensively circulated throughout said County, as by said Mortgage provided, he did pursuant to said Notice attend at the Court House door in Westminster Carroll County Maryland on Saturday the 23rd day of December, 1893 at 2 o'clock P.M. and then and there proceeded to sell said property, and sold the same to Elias B. Arnold at and for the sum of $65.00 per acre, making the aggregate amount of $2239.75 and the said Elias B. Arnold the purchaser aforesaid has elected to take the same at Cash & agreeable accordance with the terms of said sale, upon the ratification thereof by this Court, he being the highest bidder therefor. All of which is respectfully submitted.

Jas. L. Bond Mortgagee.

State of Maryland Carroll County to wit

I hereby certify that on this 29 day of December, in the year eighteen hundred and ninety three, before me the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County personally appeared Jas. L. Bond Mortgagee, and made oath in due form of law that the matters and things, charged and alleged in the foregoing report are true as therein stated and that the sale was duly made.

William Shorb. J.P.

Order nisi on Sale

Jas. L. Bond Mortgagee
vs
Sarah A. Blizzard et al.
Blizzard her husband
Mortgagors

No 3202 Equity.

In the Circuit Court for Carroll County,

August this 29 day of December 1893.

The sale of the Mortgaged property mentioned in these proceedings, made and reported by Jas. L. Bond Mortgagee in the above cause, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 29 day of January next provided a copy of this order be inserted in some newspaper printed in Carroll County once in each of three successive weeks before the 22nd day of January next.

The report states the Indebtedness of said sale due $2239.75

Ray. S. Crouse Clerk.

Trustees Certificate.

Westminster Md. January 27th 1894

We hereby certify that the annexed Order nisi in said case, was published once in each of three successive weeks prior to the 22nd day of January 1894, in The Democratic Advocate, a newspaper published in Carroll County Md.

Vanderford Bros. Editors and Publishers.

Order ratifying Sale

No 3203 Equity

James A. C. Bond
Mortgagee
vs
Sarah A. Blizzard and
William H. Blizzard her
husband Mortgagors

In the Circuit Court for Carroll County.

Ordered by the Court this 30th day of January 1894 that the sale made and reported by the Mortgagee aforesaid be and the same is hereby finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5th day of March next provided a copy of this order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the 5th day of March next, the report states the amount of sales to be $2074.92.

The Report states that notice has been given as required by the Order nisi.

And the said Mortgagee by Wm. Pinkney Whyte his Solicitor has filed his petition praying for the ratification of said sale.

Charles B. Roberts,
Clerk.

Auditor.

James A. C. Bond
Mortgagee
vs
Sarah A. Blizzard and
William H. Blizzard her
husband Mortgagors

No 3203 Equity.

In the Circuit Court for Carroll County in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court passed in this Cause, he examined the papers filed in the Cause and therefrom stated the following Account as follows: He first made the Statement of Mortgage Claim, then made the Statement of Judgment Claim, said Statements being herewith filed. He then charged the Mortgagee with all the purchase money in his hands and interest allowed upon his commissions and expenses, and all costs to be allowed. He then distributed to James A. C. Bond Mortgagee the sum of $2074.92 in payment in part of his Mortgage Claim and interest which appears by the Statement of Mortgage Claim herewith filed. The balance of purchase money then left in his hands $3.54. He distributed to Elias B. Arnold assignee of The Farmers Company of Carroll, a body Corporate under the Laws of Maryland the part payment of his Judgment Claim of $206.36 debt interest and costs as appears by the Statement of Judgment Claim herewith filed which balance on the date of this Account, he has to pay said

25×10

32×10

25×10

Judgment claim to the extent of one hundred and seventy five 75/100 dollars,
All of which is respectfully submitted,
1894 January 3rd. Jno. J. Baumgartner Auditor,
The Mortgaged Real Estate of Hugh A. Bayard & husband.
In account with James Mc. Bond. Mortgagee.

Debtor.

1893. December 23rd By Sale of the Mortgaged Real Estate, then made to Elias B. Dorsey, by the Mortgagee as appears by his return filed in this Cause, December 23rd 1893.		
Amounting to the sum of.		$ 239. 75
Credit.		
To the Mortgagee for his Commissions,	$ 100	19
To the Mortgagee Amount paid C. A. Woodcock for Auctioneering Sale per Voucher No 1 filed,	5.	00
To the Mortgagee do. do. Amount paid Bond for printing per Voucher No 2 filed,	14.	00
To the Mortgagee do. do. John A. Hoffman, Collr. Taxes for Baltimore per Voucher No 3 & 4 filed,	35.	05
Costs as stated by the Clerk,		
To James Mc. Bond, Solicitor, Appearance fee,	10.	00
To Benj. F. Crouse Clerk,	18.	55
To Publication Order nisi on this Account,	1.	50
To Jno. J. Baumgartner Auditor Making "Statement of Mortgage Claim" Making "Statement of Judgment Claim" Stating this Account,	9.	00
Amount of Expenses,	$ 193.	29
To James Mc. Bond, Mortgagee in payment in part of his Mortgage Claim debt and interest ascertained by the Statement of Mortgage Claim herewith filed, the sum of	2014.	92
To Elias B. Dorsey, Assignee of The Chemical Company of Canton, a body Corporate, under the laws of Maryland, the balance of purchase money Bond, $ 31.67 in part payment of his Judgment Claim of $ 206.57 debt, interest and Costs, as appears by the Statement of Judgment Claim herewith filed. which balance on the date of this Account fails to pay said Judgment Claim & the Costs of $ 178.82 the sum of	31	54
Amount of Sale,	$ 2239	75

Order nisi &c,

James H. Bond
Mortgagee
vs
Sarah R. Blizzard and
Willaim H. Blizzard
her husband Mortgagors

No 3202 Equity.

In the Circuit Court for Howard County

Ordered this 31st day of January A.D. 1894, that the Accounts of the Auditor filed in this Cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 19 day of February next. Provided a copy of this Order be inserted for four successive weeks before the last named day in some newspaper published in Howard County.

Benj. H. Reese Clerk.

True Certificate

We hereby certify that the annexed Order in Equity was published for the necessary weeks prior to the 19 day of February 1894 in the Democratic Advocate, a newspaper published in Howard County Md.

Vandiver Bros.
Editors and Publishers,

Order ratifying Audit

James H. Bond
Mortgagee
vs
Sarah R. Blizzard and
Willaim H. Blizzard
her husband Mortgagors

No 3202 Equity

In the Circuit Court for Howard County

Ordered by the Court this 24 day of February A.D. 1894, that the Accounts of the Auditor filed in this Cause be and the same is hereby finally ratified and confirmed. Because to the Contrary thereof having been shown, although due notice thereof has been given by the preceding Order. And it is in this Cause ordered that the Mortgagee as Trustee is hereby directed to pay over the trust funds accordingly.

Charles B. Roberts.

1894 Feb 24

Recorded

Per Jas. H. Billingslea, Clerk

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County, in the State of Maryland, on the 3rd Monday of July (it being the 4th day of the same Month,) in the year of our Lord one thousand eight hundred and ninety eight.

Present.

The Hon. Charles B. Roberts Chief Judge.

Ephraim Hamies Esq. Sheriff.

James H. Billingslea. Clerk.

Among other were the following proceedings Viz:

Be it remembered that heretofore Viz: On the 11th day of November A.D. 1897, Joshua W. Herring Trustee assignee of Mortgagee, by Thos. L. Murray Esq his Attorney, comes into Court here sitting as a Court of Equity, & files his Order to docket a case which appears in form & terms as follows to wit.

Joshua W. Herring Trustee Assignee of Mortgagee vs Samuel D. Shipley exr } No 3599 Equity. In the Circuit Court for Carroll County in Equity. 4th Clerk.

File this Mortgage, with annexed Order of Sale, and docket case

Thomas L. Murray Sol. for Joshua W. Herring Trustee Assignee of Mortgagee.

The Mortgage referred to in the foregoing Order is the Original & which is recorded among the Real Estate Mortgage Records of Carroll County in Liber W. O. No. 102 Folio 276 &c,

Copy of Decree.

Order of Court Dated 16 April 1891.

Samuel H. Tagert Extrx &c vs Olivier Parker Legatee &c } In the Circuit Court of Baltimore City. A. 107 1883.

Ordered on the foregoing petition this 16th day of April A.D. 1891, by the Circuit Court of Baltimore City that Joshua W. Herring of Carroll County be and he is hereby appointed Trustee in the place and stead of Louis D. Jaquett, dec'd to act hereafter in the execution of the trusts & the legacy under the fifth clause of the will of Edward Tagert deceased filed in these proceedings with all the rights, powers, liberties and authorities vested in the Trustee named in said Will, and subject to all the limitations restrictions and provisions thereof contained as to said legacy. But before the said Joshua W. Herring shall proceed to act as such Trustee, he shall file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and two securities,

to be approved by the Clerk of this Court in the penalty of twenty three thousand dollars, ($23,000.00) conditioned for the faithful performance of the trust reposed in him by this Decree, or that may be reposed in him by any future Decree or order in the premises, And it is further ordered that Alice E. Lamotte, Herschel F. Lamotte and J. St. Lambert the Executors of Lewis D. Lamotte late Trustee now deceased, file in this Court on behalf of said deceased Trustee a statement of the trust fund which has come into his hands, and that upon filing said account and running over said trust fund the said Executors of said Trustee shall have qualified, the balance of said trust fund, which shall appear by this Court to be due from said deceased Trustee to be ascertained by one of the Auditors of this Court, by an account to be stated by him and by and with all securities in which the same or any part thereof may be invested, said Executors of said Lewis D. Lamotte deceased shall be relieved and discharged from the further administration of said trust.

J. Upshur Dennis,

I Alvin Robertson Clerk of the Circuit Court of Baltimore City do hereby certify that the above is a true copy of the Original Order filed 16th April 1891, now on file in this Office in the above entitled Case, And I further certify that the Security named in said Order has filed his Approval Bond as per said Order required.

In testimony whereof I have hereto set my hand and affixed the Seal of the Circuit Court this 18th day of December 1897.

Seal Affixed

Alvin Robertson, Clerk,

Trustee's Bond.

Know all men by these presents That we, Joshua W. Herring Trustee Joshua W. Herring, Thomas L. Billingslea & Hugh E. Biddison are bound unto the State of Maryland, the United States of America and the State of Maryland, in the full and just sum of twelve thousand dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs Executors and administrators, jointly and severally firmly by these presents, Sealed with our seals and dated this twenty second day of November in the year, eighteen hundred and ninety seven. Whereas the above bounden Joshua W. Herring Trustee, &c assignee of a certain Mortgage from Samuel D. Shipley and others to David Sands dated Nov 16th 1886, and recorded among the Mortgage Records of Carroll County in Liber W.D.M. No 24 folio 276 &c by virtue of a power of sale therein contained is about to make sale of the land and premises mentioned and described in said Mortgage. Now the condition of the above obligation is such, that if the above bounden Joshua W. Herring, Trustee do and shall well and truly perform the trust reposed in him in the premises, and shall abide by and fulfill any order or decree

25×10
32×10
25×10

which shall be passed by the Circuit Court for Carroll County in Equity, or any Court of Equity, in relation to the sale of said property, or the proceeds thereof, these the above obligations to be void, otherwise to be and remain in full force and virtue in law.

Joshua W. Hering, Trustee (Seal)
Joshua W. Hering (Seal)
James H. Billingslea (Seal)
Hugo E. Fiddis (Seal)

Signed Sealed and delivered in the presence of
Benj. F. Crouse
1897 Nov 29th Bond & Securities Filed.

Benj. F. Crouse, Clerk.

Report of Sale.

Joshua W. Hering Trustee
Assignee of Mortgagee
vs
Samuel D. Shipley et al

In the Circuit Court for Carroll County in Equity. No 3589.

To the Honorable Charles B. Roberts
Judge of the Equity Court for Carroll County.

The report of Joshua W. Hering, Trustee, in the cause of Vagart vs Lyon et al, in the Circuit Court for Baltimore City, and assignee of the Mortgage from said Samuel D. Shipley et al to David Fautz, dated in these proceedings shows that after giving bond with security for the due discharge of the trust and giving twenty one days notice of the time place manner and terms of sale by advertisement in the "Advocate" a paper printed in Carroll County, and by hand bills extensively circulated throughout said County, he did subsequent to said notice attend the place of sale, on the 8 day of December 1897 the day appointed and named between the hours of 1 o'clock P.M. and 5 o'clock P.M. and there proceed to sell the property mentioned in said Mortgage, in pursuance of the power and authority contained in the same, of which said advertisements (a copy of which is hereto annexed) offering the property for sale in the manner following, viz: Mortgagee Sale of Valuable and Desirable Real Estate in Carroll County, containing about 172 acres of land, situate on the public road leading from the Liberty Turnpike to Sachs Church, Baltimore and about 22 miles from Baltimore and one mile South of Eldersburg, adjoining the Springfield estate formerly owned by Hooper Brown. By virtue of the power contained in a Mortgage from Samuel D. Shipley and Genevieve Shipley his wife and Laura A. Shipley to David Fautz, dated October 16th 1886, and recorded among the Mortgage Records of Carroll County in Liber W. J. G. No. 102 folio 276 &c, which said Mortgage was subsequently assigned by the Executors of said David Fautz to Louis J. Lamotte, Trustee the undersigned as the present holder and assignee of said Mortgage by virtue of his appointment by the Circuit Court of Baltimore City as Trustee in the place and stead of Louis J. Lamotte Trustee deceased, will sell at public auction on the premises on Wednesday December 8th 1897 at 1 o'clock P.M. all that valuable farm upon which the said Samuel D. Shipley now resides containing 172 acres and 3 square perches of land, more or less, situate in Carroll County called "Adams's Garden" "Wilkins's Purchase" and "Richards"

25 × 10
32 × 10
25 × 10

Purchase" being the same land which was conveyed to the said Samuel L. Shipley by Wm. T. Mankley and Charles B. Roberts Trustees, by deed dated March 3rd 1897. and recorded among the Land Records for said County in Liber T. No. 148 folio 39 &c. This is one of the most desirable farms in Anne Arundel County and is especially adapted to dairying purposes. The land is in a high state of cultivation there being about 25 acres of fine Meadow land, and about 5 acres of good timber. The improvements consist of a large 2½ story frame dwelling house, two story tenant house, large barn and stable, wagon shed, corn crib, tobacco, dairy, smoke house, chicken house, and other necessary outbuildings. There is good water at the buildings and the property is well watered throughout. Terms of sale; One third cash on the day of sale, if upon the ratification thereof by the Court, one third in one year, and the balance in two years, or all cash at the option of the purchaser. Credit payments to bear interest from the day of sale, and to be secured by the notes of the purchaser with approved securities acceptable to the undersigned trustee.

Jas. W. Bennett Auc,

Joshua W. Hering Trustee,
Assignee & Mortgagee.

I have sold the same to C. Frank Shipley he being the highest bidder therefor at the sum of Forty three dollars per acre aggregating the sum of forty seven hundred and 75 100 dollars ($4775.00) and said purchaser has complied with the terms of sale by delivering to said Trustee his promissory note for the first of each payment of one third of said purchase money, viz: $1900.25 payable upon the ratification of said sale, in 30 days from the date of sale, and his two promissory notes of said deferred payments, each for the sum of $1900.25 and payable in one and two years from the date of said sale, with interest, said notes also being signed by John C. Dennis, and Leonard Dennis, of good and sufficient security therefor to the best of my knowledge and belief of said Trustee, Joshua W. Hering Trustee
Assignee & Mortgagee,

State of Maryland Anne Arundel County to wit.

On the tenth day of December eighteen hundred and ninety seven personally appeared before me a Justice of the Peace of the State of Maryland in and for Anne Arundel County, Joshua W. Hering Trustee and Assignee & Mortgagee named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale was fairly made.

John M. Hinkley J.P.

Order Nisi on Sale,

Joshua W. Herring Trustee. Assignee of Mortgagee. vs Samuel D. Shipley et al

In the Circuit Court for Cecil County.

No 3,599 Equity.

Ordered this 10 day of December. A.D. 1897. That the sale of the property mentioned in these proceedings made and reported by Joshua W. Herring Trustee Assignee of Mortgagee be ratified and confirmed unless cause to the contrary be shown on or before the 10th day of January next. provided a copy of this order be inserted in some newspaper printed in Cecil County once in each of three successive weeks before the 3rd day of January next. The report states the amount of sale to be $5700.00

Jas. H. Willis. Clerk,

True Copy Test

Westminster Md. Jan. 14th 1898.

We hereby certify that the annexed Order ni si for sale was published on each of three successive weeks prior to the 3rd day of January 1898, in the Democratic Advocate, a newspaper published in Cecil County Md.

Vandeford & Co.

Editors and Publishers.

Order ratifying Sale

In the Circuit Court For Cecil County

Ordered by the Court, this 14 day of January, 1898, That the sale made and reported by Joshua W. Herring Trustee Assignee of Mortgage, aforesaid be and the same is hereby finally ratified and confirmed. No cause to the contrary having been shown although due notice appears to have been given as required by the Order nisi passed in said cause. And the said Assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor. And leave he and is hereby granted to distribute the whole amount of purchase money in cash to the parties entitled

Charles B. Roberts,

Auditor.

Joshua W. Herring Trustee Assignee of Mortgagee vs Samuel D. Shipley et al

No 3599 Equity.

In the Circuit Court for Cecil County. In Equity.

To the Honorable the Judges of the Circuit Court for Cecil County, sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court passed in this Cause, he examined the papers filed in the cause, and thereupon stated the within Account as follows. He first made the statement of Mortgage claim, which is herewith filed. He then charged the Assignee &c. with all the purchase money in his

and thereof allowed him his compensations and expenses, and all costs properly allowed. The whole balance of purchase money then due $5264.78 he directed Joshua W. Comly, Trustee in Mortgage and Estate of Lewis D. Laquette, deceased Trustee Assignee of Solomon Stover, Charles P. Roberts, Joseph Pentz, Executors of David Pentz, deceased Mortgagee, for payment of his Mortgage Claim of $6286.00 debt and interest which appears by the Statement of Mortgage Claim hereunto filed, which balance on the date of the ratification of sale, (January 14th 1898) with interest of said Mortgage Claim to the extent of One thousand and twenty one 22/100 dollars,

All of which is respectfully submitted.

1898 May 21st

Wm. J. Buckingham Auditor

The Mortgaged Real Estate of Samuel D. Shipley et al

In account with Joshua W. Comly Trustee, Assignee &c.

Debtor		
1897. December 8th By sale of the Mortgaged Real Estate sold made by the Assignee &c. to J. Frank Shipley as appears by this report filed in this Cause December 18th 1897. subject to the sum of,	$ 5700.	75
Credit,		
To the Assignee &c. for his Commissions	$ 171.	02
To the Assignee &c. Amount paid Saunderson Bros. for printing &c. according Order of Sale &c. as this Account Fee Voucher No. 1 filed,	23.	00
To the Assignee &c. Amount paid Eg. A. Hilyard for printing Fee Voucher No. 2 filed,	13.	75
To the Assignee &c. Amount paid Joseph M. Bennett for auctioneering Sale Fee Voucher No. 3 filed,	15.	00
To the Assignee &c. Amount paid Joseph M. Bennett Costs Taxes 1896. and 1897. Fee Vouchers Nos. 4 & 5 filed,	85.	95
To the Assignee &c. Amount paid Thomas J. Murray Sheriff for Personal Services rendered Fee Voucher No. 6 filed,	100.	00
To Jos. H. Billingslea. Clerk,	18.	25
To Wm. J. Buckingham Auditor Making Statement of Mortgage Claim Stating this Account &c	9.	00
Amount of Expenses	435.	97
To Joshua W. Comly Trustee in the place and stead of Lewis D. Laquette deceased Trustee Assignee of Solomon Stover Charles P. Roberts and Joseph Pentz Executors of David Pentz deceased Mortgagee the whole balance of purchase money due with $ 5264.78 subsequent payment of this Mortgage Claim of $6286.00 debt and interest which appears by the Statement of Mortgage Claim hereunto filed which balance on the date of the ratification of sale (January 14th 1898) of said Mortgage Claim to the extent of $1021.22 One thousand	5264.	78
Amount of Sale,	$ 5700.	75

Order Nisi on Audit.

Joshua W. Heming Trustee
Assignee of Mortgagee
vs
Samuel D. Shipley et al

No 3599 Equity.

In the Circuit Court for
Carroll County.

Ordered this 20th day of May A.D. 1898, that the Account of the Auditor filed in this cause be finally ratified and confirmed unless cause to the contrary be shown on or before the 6th day of June next: provided a copy of this order be inserted for two successive weeks before the last named day, in some newspaper published in Carroll County,

Jas. H. Billingslea Clerk,

Printer's Certificate.

Westminster Md. August 31st 1898,

We hereby certify that the annexed Order Nisi on Audit, was published for two successive weeks prior to the 6th day of June, 1898, in The Democratic Advocate a newspaper published in Carroll County Md.

Vanderford Bro.
Editors and Publishers.

Order ratifying Audit.

Ordered this 31st day of August, A.D. 1898, that the foregoing Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as required by the preceding Order Nisi, and Joshua W. Heming, Trustee Mortgagee is hereby authorized and directed to distribute the funds in this Cause in accordance with this Account.

Charles B. Roberts,

Recorded & Ex'd

Jas. H. Billingslea Clerk,

Auditor,

Leonard Zile
vs
Eliza A. Zile
} Lunacy Ex parte.

No 3188 Equity.

In the Circuit Court for Carroll

To the Honorable the Judges of the Circuit Court for Carroll County, Sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court, passed in this Cause, he examined the papers filed in the Cause, and therefrom stated the within account as follows.

He charged the Trustee and Committee with all the trust fund in his hands, and thereon allowed him his Commissions and Expenses, Disbursements &c, and all costs proper to be allowed. The whole balance of Trust Fund, then left in Court, $479.22 to be distributed to the Trustee and Committee to be invested by him for the support and maintenance of said Eliza A. Zile Lunatic, subject to the further Order of your Honorable Court.

All of which is respectfully submitted.

1894 January 31st.

Jno. G. Bridgewater Auditor.

The Estate of Eliza A. Zile Lunatic

In account with Leonard Zile, Trustee and Committee.

Debtor.		
By amount of Collections made by the Trustee and Committee on account of two promissory notes in favor of said Lunatic, as appears by his report and Exhibit No. 1 filed in this Cause January 8th 1894, said Collections amounting in the aggregate to the sum of	$ 494.	50
By Sales of two paid up shares and two running shares of Patterson Building Association Stock made by the Trustee and Committee as appears by his Report and Exhibit No. 1 filed in this Cause, January 8th 1894, said Sales amounting in the aggregate to the sum of.	406.	61
	$ 901.	11
Credit		
To the Trustee and Committee for his Commissions 2½ per Cent on receipts $901.11 - Also 2½ per Cent on Disbursements $206.74 the sum of	$ 27.	70
To the Trustee & Committee as Credit paid L. N. Snader for Merchandise for said Lunatic per Voucher No 1 filed	2.	45
To the Trustee and Committee as Credit paid The Maryland Hospital for the Insane, for 13 weeks Board and Medical attendance, for said Lunatic per Voucher No 2 filed	91.	00

To the Trustee and Committee amount paid Expenses to Hospital per Voucher No 3 filed,	9.	29
To the Trustee and Committee, amounts paid the following Jurors per Voucher No 4 filed to wit:-		
Amount paid Alfred Fuzzle Junr.	1.	00
" " Silas M. Bish "	1.	00
" " Curtis H. Brown "	1.	00
" " Wm Brown "	1.	00
" " Israel Derr "	1.	00
" " Ephraim Hawley "	1.	00
" " Jonathan Cable "	1.	00
" " George W. Babylon "	1.	00
" " David H. Warfield "	1.	00
" " Wm H. Cable "	1.	00
" " Jesse Babylon "	1.	00
" " Charles Warfield "	1.	00
" " Abraham Miller "	1.	00
To the Trustee and Committee amount paid The Maryland Hospital for the Insane, for boarding and Medical Attendance for said Lunatic per Voucher No 5 filed,	91.	00
To the Trustee and Committee to pay Leonard Zile for Boarding attention to said Lunatic per Voucher No 6 filed,	100.	00
To the Trustee Committee to pay James H. Bond, Solicitor for professional Services rendered per Voucher No 7 filed,	50.	00
Costs as taxed by the Clerk,		
To James H. Bond Solicitor appearance &c.	10.	00
To Benj F. Crouse Clerk	12.	70
To Albert A. Bonsey Sheriff.	13.	25
To Subpoenas order nisi &c in this account,	1.	50
To Jno J. Baumgartner, Auditor. Stating this account &c,	9.	00
Amount of Disbursements &c	430.	89
Balance of Trust Funds in the hands of the Trustee and Committee, to be invested by him for the support and maintenance of said Lunatic subject to the further order of Court. To wit: the sum of,	470.	22
Amount of Trust Fund.	901.	11

Printers Certificate.

Leonard Zile
vs
Eliza A. Zile
} for Carroll County.

No 3188 Equity.

In the Circuit Court

Ordered this 31st day of January A. D. 1893. That the account of the Auditor filed in this cause be ratified and confirmed unless cause to the contrary thereof be shown on or before the 19th day of February next. Provided a copy

of this Order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.

Benj. F. Crouse, Clerk,

Auditor's Certificate.

Westminster Md. February 23rd 1894.

We hereby certify that the annexed Order nisi in Chancery was published for two successive weeks prior to the 19th day of February 1894. in The Democratic Advocate, a newspaper published in Carroll County Md.

Vandeford Bros.

Editors and Publishers.

Order ratifying Audit.

Leonard Zile
vs
Eliza A. Zile
} No. 3188 Equity.

In the Circuit Court for Carroll County.

Ordered by the Court this 5th day of March, 1894. that the account of the Auditor filed in this cause, be and the same is hereby finally ratified and confirmed, in cause no the contrary thereof having been shown, on or before the notice of sale heretofore given by the preceding order nisi in this cause, and the Trustee is hereby directed to pay over said proceeds accordingly.

J. Thomas Jones,

1894 Mch 12 Recorded

By Jas. H. Billingslea, Clerk,

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the first Monday in March it being the day of the same Month, in the year of our Lord One thousand eight hundred and ninety four.

Were Present.

The Hon. Charles B. Roberts. Chief Judge.

Elias B. Amoss. Esq. Sheriff.

Benj. F. Crouse. Clerk.

Among other were the following proceedings Viz:

Be it remembered that heretofore Viz: on the 19 day of January A.D. 1893 James Shildt by W. H. Parke Esq. his Attorney Comes here into Court. and files his Bill of Complaint, which appears in Chancery Docket No 3413 Equity, and is in the following words & figures Viz:

James Shildt
Plaintiff
vs.
Thomas Smith, Badger
Sprinkle & Daniel Sprinkle
her husband Ann Lynch
& Walter Lynch her husband
and Dr. Jacob J. Matter Admr of
Peter Smith dec'd. Defendants

In the Circuit Court for Carroll County
Sitting in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County.
Sitting as a Court of Equity.

The Bill of Complaint of James Shildt of Carroll County, who sues as well for himself as all other creditors of Peter Smith late of Carroll County deceased, who will come in and contribute to the expenses of this suit, and also at the instance of the heirs of said deceased in this County and of the administrator of said deceased, respectfully shows

1. That the said Peter Smith departed this life at Westminster in Carroll County Maryland, on or about the 12th of November 1892 intestate, unmarried and without Issue, being indebted at the time of his death to your Orator James Shildt on a due Bill or Settlement for fifty dollars dated June 2nd 1876 signed by the said Peter Smith. On which there has been paid the following sums of money as Credited thereon Viz: the 30th January A.D. 1879, and the 15th March 17 1890 as will appear on reference to said due Bill. Passed by the Orphans Court and hereunto filed as part of this Bill and marked Exhibit A. And your Orator Peter Smith was also indebted at his death to your Orator in the further sum of $2.14 Cts balance due on account dated May 22 1878 & Nov 24 1892, for matters and things chargeable in account for $290.81 after deducting $76.65 payments made and credits given thereon as per check from said account, sworn proved by the Orphans Court and docketed, and herewith filed as part of this Bill marked Exhibit B.

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25×10

2nd That the said Peter Smith at the time of his death was possessed of a small personal estate in Carroll County, which is now in the hands of his administrator for settlement viz: D. George T. Mellor of Taneytown in Carroll County, to whom letters of administration on said personal estate were granted by the Orphans Court of said Carroll County on the 13 day of December 1892.

3rd That said Intestate, at the time of his death was also indebted unto a number of other persons in considerable sums of money, and that said personal estate in the hands of said administrator will be deficient to a large extent to pay the debts owing by said Intestate, besides as aforesaid, and to said other Creditors as aforesaid, and will require a resort be had to a sale of the Real estate left by said Intestate to pay said deficiency,

4th That said Peter Smith, Intestate at the time of his death was seized and possessed in fee of all that lot or parcel of land fronting 54 feet on New Street in Hampstown Carroll County Maryland, and running back 216 feet, containing 11664 square feet, which was conveyed to him by Lewis Elliott and Mary A. his wife by deed dated May 4th 1882 recorded among the Land Records of Carroll County, in Liber B. F. J. No 57 folio 144 &c, as on reference to said deed which is herewith filed, as part of this Bill of Complaint marked Exhibit B, will appear,

5th That the said Peter Smith the Intestate left no wife surviving him, his wife having died before him, and no issue or descendants, and no heirs at law except a brother named Thomas Smith who resides at Benicia in Solano County, in the State of California, a sister whose name is Bridget O'Rourke, who is intermarried with Daniel O'Rourke, and resides with her said husband at Suttland in Nevada County, in the State of California, and another sister whose name is Anne Lynch, who is intermarried with Stiles Lynch, and resided with her said husband about three years ago at 1029 Ashworth Street Off Coydon Road Lancashire England. But it is not known more whether the said Anne is now living or dead and if dead, what Children she left, if any,

6th That on account of the large deficiency of the personal estate of said intestate in said administrators hands to pay the debts of said Intestate in full as aforesaid, it is necessary to resort to a sale of the Real Estate of which he died seized as aforesaid, to make the said deficiency, and as the residue of said debts to be paid out of the proceeds of sale of said real estate will likely be large, and said real estate being small in quantity, in fact a house and town lot, it will be absolutely necessary to sell it entire (it being indivisible) and to divide the residue of the proceeds of sale thereof, after paying intestates said debts in full and all costs and expenses, if any residue be there left, among the heirs at law of said estate it being understood that such is the desire of the only two heirs at law of said Intestate

in this County

7th To the end therefore, that the defendants hereinafter named shall answer the several matters and things hereinbefore set forth, and that the said George T. Mester administrator of said Peter Smith deceased may set forth the accounts of his said Intestate, and the amount and particulars thereof, and how much has been disposed of by him in payment of said intestates debts or otherwise, and what debts and the other amounts remain to be satisfied, and that an account may be taken under the direction of this Court, of the debts so as aforesaid due by your Orator, and of all other debts owing by said Intestate as aforesaid, which still remain unsatisfied by said personal estate as aforesaid, and that the aforesaid real estate or so much thereof as may be necessary for the purpose, may be decreed to be sold for the payment of so much of said debts as may be left after the exhaustion of the personal estate, and that your Orator may have such other and further relief in the premises as his case may require

May it please your Honors to grant unto your Orator the writ of subpoena against the said Dr George T. Mester of Carroll County as administrator of said Peter Smith deceased, commanding him to be and appear in this Court, at some certain day to be therein named, to answer the premises and abide by and perform such decree as may be passed therein, And may it also please your Honors, to grant unto your Orator an order of publication giving notice to the said Thomas Smith, Bridget O'Rourke and Daniel O'Rourke her husband and Henry and Walter Lynch her husband, who are non residents of this State, as before stated, of the substance and object of this Bill and warning them to appear in this Court in person or by Solicitor on or before certain day, to answer the premises and show cause if any they have why a decree should not pass as prayed, which as in duty bound he will ever pray,

Jos. M. Parke, Solicitor for Complt.

Exhibits Nos. 1, 2, 3, is a due bill and accounts as set forth in the Bill of Complaint.
Exhibit 4. is the Original Deed from Lewis Elliott & wife to Peter Smith dated May 4th 1882, and recorded among the Land Records of Carroll County in Liber B. T. S. No 57 folio 144 &c,

Joint & Separate answer of Thomas Smith et al,

James Shields
vs
Thomas Smith et al
Defendants

No 3113 Equity,
In the Circuit Court for Carroll County,
To the Honorable the Judges of said Court,

The Defendants Thomas Smith Bridget O'Rourke and Daniel O'Rourke her husband, for answer to the Bill filed against them and Henry Lynch and Walter Lynch her husband in this Cause, admit the several matters and things charged in said Bill, to be true as therein alleged, and they consent to a sale of the Real Estate mentioned in said Cause, as prayed for the payment of the debts of the

deceased Peter Smith and that the remainder, after payment of said debt and costs, be distributed to the defendants as the heirs at law of said deceased.

And as in duty bound &c.

Jas. A. G. Boyd. Attorney for Defendants
Thomas Smith, Bridget O'Rourke and Daniel O'Rourke her husband.

Answer of George T. Motter Admr.

James Shildt
vs.
Thomas Smith & others

No 3113 Equity.
In the Circuit Court for Carroll County.
To the Honorable the Judges of the Circuit Court for Carroll County.

The Answer of Dr George T. Motter Admr of Peter Smith deceased to the Bill of Complaint of James Shildt Plaintiff against this respondent and others in your said Court, in the above Cause instituted is respectfully as follows to wit:

This respondent answering thereunto says, That as administrator of said Peter Smith deceased, he admits the death of said Peter Smith, intestate unmarried without leaving issue, or heirs other than as herein and above as charged in said Bill of Complaint. Admits also that said intestate has left some personal estate now in the hands of said administrator (this respondent) for settlement. And also that owing of the real estate in said Bill mentioned, and that said personal estate will be insufficient by a great deal to pay the claims of the plaintiff and other creditors of said deceased, as charged in said Bill, and renders it absolutely necessary to resort to a sale of Intestates Real Estate to satisfy said Claims in part. He admits also all other matters and facts charged in said Bill of Complaint to be true as stated to the best of his knowledge and belief, and consents to an immediate decree. Respondent further admits that plaintiff had filed the Bill in this Case, in behalf of himself and the Creditors of said Intestate at his request, and with consent of the only heirs of Intestate, in this County, for their Solicitor, so as to effect a sale of Intestates Real Estate, and after making up the deficiency of the personal estate to pay debts, to divide the Net proceeds of sale of real estate after paying Costs, expenses, and counsel fees, if any be then left among the heirs of estate, as the least expensive mode of settling said estate in full, And respondent will settle said personal estate according thereto. And accounts therefor in your said Court as required by the decree in said Cause. And prays to be hence dismissed &c.

Test: Geo. M. Parke

George T. Motter.
Admr of Peter Smith dec'd.

Decree Pro Confesso.

James Shildt
vs.
Thomas Smith & others

No 3113 Equity.
In the Circuit Court
for Carroll County.

The Order of Publication heretofore passed in this Cause, against the Non residen defendants in the Case, having been duly published, and Ann Lynch, aged Walter Lynch her husband two of said Non resident defendants having failed to appear and answer the Bill of Complaint in said Cause It is Whereupon this 9th day of March 1893. by the Judges of the Circuit Court for Cecil County, Sitting as a Court of Equity, Decreed by the authority thereof, Adjudged Ordered and Decreed, that the said Bill of Complaint be and the same is hereby taken pro Confesso against the said defendants, Ann Lynch and Walter Lynch her husband. It is further ordered that the allegations of the Bill in this Case be supported by evidence or depositions to be taken as usual before one of the Regular Examiners of this Court.

S. Thomas Jones,

James Shuler
vs
Thomas Smith
and others

Decree
In the Circuit Court for Cecil County.
Sitting as a Court of Equity,
No 813,

The above cause standing ready for hearing on bill taken pro confesso against two absent defendants, and answers of the infants, the Bill, Answers, Decree pro confesso, evidence and proceedings were by the Court read and considered, It is thereupon this 6th day of May, in the year eighteen hundred and ninety three, by the Circuit Court for Cecil County, sitting as a Court of Equity Adjudged Ordered and Decreed, That the real estate in the proceedings in this Cause mentioned, or so much thereof as may be necessary, if possible be sold for the purpose of paying the claims of the plaintiff & creditors in this Case, and the claims of all other creditors of the deceased as may come in and file their claims under the notice hereafter directed to be given, & if unsatisfied after the application of the personal estate & Collaterals, and distributing the proceeds of sale (if any) among Collaterals legally entitled thereto, and that Dr George T. Porter of Cecil County be and he is hereby appointed Trustee to make said sale, and that the manner of his proceedings shall be as follows, he shall first give bond with the Clerk of this Court, a bond to the State of Maryland executed by himself & two sureties to be approved by this Court or by the Clerk thereof in the penalty of eighteen hundred dollars conditioned for the faithful performance of the trust reposed in him by this Decree or Rule & such other Decree or Order in the premises, he shall then proceed to make the said sale, having given at least twenty days notice by advertisements inserted in some newspaper published in Cecil County and

by such other mode as he shall think proper, of the time place and terms of sale, which shall be as follows viz: One third part of the purchase money shall be paid by the purchaser or purchasers of the Trustee on the day of sale, or upon the ratification thereof by this Court, and the residue shall be paid in two equal payments, the one of the said in one year and the other in two years from the day of sale with interest, and to be secured by the notes of the purchaser or purchasers, both securities to be approved of by the Trustee, and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative thereto, such account to be verified by his affidavit annexed to the truth thereof, and of the payments & notes taken and retained by him, and the Court being satisfied with the fairness of such sale, and the ratification of the same, and upon the payment of the whole purchase money, (and not before) the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his her or their heirs the property and estate to him her or them sold, free, cleared and discharged from all claim of the parties hereto complainant and defendants, and those claiming by from or under them or either of them, and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, the expenses of said sale, and such Commission to the said Trustee, as this Court shall think proper to allow to him consideration of his skill attention and fidelity herewith he shall also produce & have discharged his bond, and at the time of advertising said sale the Trustee is directed to give notice to the creditors of the said Peter Smith deceased, to file their claims with the vouchers thereof with the Clerk of this Court within two months from the day of sale and it is also hereby further ordered and decreed that Dr George S. Potter administrator of said deceased make a settlement before this Court of the estate in his hands, after paying the debts according to law, as appears to the payment of the debts of his intestate, and also how the same has been distributed and paid to said Creditors, & whom paid and how much & when, and the net proceeds of sale, & said personal estate after the payment of the debts of intestate to be paid by purchaser personal estate and all proper costs and expenses in this Cause, if any be left, he shall pay and distribute among the heirs of intestate under the direction of this Court.

Charles D. Roberts,

Complts Bond.

Know all men by these presents that we George S. Potter and Samuel Sharpe of Baltimore County in the State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of eight hundred dollars current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this fourth day of May in the year of

and Sealed this eighth day of May in the year eighteen hundred and ninety three.

Witness Lyde Lee Clerk of the Circuit Court for Carroll County as a Court of Equity bearing date on the eighth day of May in the year eighteen hundred and ninety three and passed in a cause in the said Court of Equity wherein James Shuler is Complainant and Thomas Smith et als are defendants, the above bound George F. Mellor has been appointed Trustee to make sale of certain Real Estate in the proceedings in said cause mentioned, Now the condition of the above obligation is such that if the above bound George F. Mellor, do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any further decree or order of said Court in the premises, the the above obligation to be void and of no effect, otherwise to remain in full force and virtue in law.

Signed Sealed and delivered
in the presence of
David Randall,
to the Clerk of the Circuit Court for Carroll County,
I hereby certify that the security in the above Bond is amply sufficient
for the penalty thereof expressed

George F. Mellor (L.S.)
Saml Snively (L.S.)

Jas. M. Clarke
Solicitor for Complainant.

The above Bond is approved this 11th day of May 1893

Reg. B. Crouse, Clerk.

Return of Sale.

James Shuler
vs
Thomas Smith
et als

No 3193 Equity
In the Circuit Court for Carroll County.

To the Honorable the Judges of the Circuit Court for Carroll County sitting in Equity,

The report of George F. Mellor Trustee appointed by decree of equity Dec. Court, in the above cause to sell the Real Estate of Peter Smith late of Carroll County deceased, respectfully shows, That he gave Bond with security for the faithful discharge of his Trust, as required by said decree, and giving notice of the time place manner and terms of sale, by advertisements inserted in the Carroll County Times a newspaper printed and published at Westminster in Carroll County, for more than three successive weeks before the day of sale, and also by printed handbills set up extensively in the neighborhood of the premises, he did pursuant to such notice, attend on the premises in Taneytown District Carroll County Maryland on Saturday the 3rd day of June, 1893, at 2 o'clock P. M. the time and place in said advertisements mentioned and did then and there proceed to offer at public sale to the highest bidder on the terms in said advertisements and decree mentioned, all the real estate, whereof the said Peter Smith died seized and possessed, to wit; a House and Lot of ground containing 1164 square perches of land more or less, fronting 54 feet on New Street in said town by 214 feet in length, to which it is extended in front, not receiving any bid for said property over $675.00 which he deemed inadequate, he did not succeed in making a sale of said property on said day. Afterwards having

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25×10

again given notice of the time place manner and terms of sale by advertisement inserted in said newspaper, and by printed handbills for more than three successive weeks before the day of sale in said second advertisement mentioned he did on Saturday the 17th day of August 1893. at 2 Oclock P.M. proceed to the premises the time and place in said last advertisement mentioned and did then and there again expose to offer said real estate to wit: said lot of ground whereof the said Peter Smith died seized as aforesaid situated in said Town and County, with the improvements thereon to the highest bidder on the terms aforesaid, and did then and there expose to sale said lot to a certain James Shields the highest bidder, all said property and real estate for the price or sum of Seven hundred and twenty five dollars, payable on the terms following to wit: $257.50 on the day of sale or ratification thereof, $257.50 in one year, and $257.50 in two years from said the last two payments to bear interest from date, and thus taken from said purchaser his Certificate in writing binding himself his heirs and legal representatives to comply fully with said terms of sale.

He further reports that at the time of first advertising said property for sale he gave notice to the Creditors of said Peter Smith deceased, of the time & place of sale by causing a notice thereof to be inserted in the Maryland Banner a newspaper published in Westminster in Carroll County once in each of three successive weeks before the 18th day of September 1893. All which is respectfully reported for ratification this 23 day of August 1893.

George J. Walter Trustee.

Maryland Carroll County to wit:

I hereby certify that on this 23rd day of August 1893, before the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County, personally appeared George J. Walter, Trustee in the foregoing Report named, and made oath, on the Holy Evangels of Almighty God, that the matters and facts in his foregoing report mentioned & set forth as therein stated, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Marquis D. Arnold J.P.

Order nisi on Sale

James Shields vs Thomas Smith et al } No 3113 Equity. In the Circuit Court for Carroll County.

Ordered this 24th day of August 1893, that the sale of the Real Estate of the late Peter Smith, deceased, made by the said George J. Walter Trustee, and reported by said Trustee to this Court in this Case, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 25th day of September 1893. Provided a Copy of this Order be inserted in some newspaper printed and published at Westminster in Carroll County once in each of three successive weeks before the 18th day of September 1893.

The report states the amount of sale to be $771.00

Benj. F. Crouse. Clerk.

Trustees Certificate.

Office of The Carrollonian. Westminster Md. September 23rd 1893.

I hereby certify that the annexed advertisement of Order nisi in case dated, was published in The Carrollonian, a weekly newspaper printed and published in Carroll County Md. once a week for three successive weeks before the 5th day of September 1893.

John M. Roberts, Member of The Carrollonian Printing and Publishing Company of Westminster Incorporated.

Order ratifying Sale

James Shuler
by
Thomas Smith
Admrs

No 3113 Equity.

In the Circuit Court for Carroll County,

Ordered this 2nd day of October 1893 by the Circuit Court for Carroll County sitting in Equity, that the case of the real estate in the proceedings in this cause mentioned made and reported by George T. Baile, Trustee, in this cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding order nisi in this cause, and on motion said case is hereby referred to the Auditor of this Court to state an account of the proceeds in the case with the Trustee, allowing him the usual commissions and necessary costs and expenses of execution of the proper vouchers therefor, and report said account to this Court for its further action,

Frances W. Roberts,
Clerk.

James Shuler
by
Thomas Smith
and others

No 3113 Equity.

In the Circuit Court for Carroll County in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the order of your Honorable Court passed in this cause, he examined the papers filed in said cause, and thereupon stated the following account as follows, to wit: He first made the debit side of the account which is herewith filed. He then charged the Trustee with all the proceeds in his hands, and allowed him his commissions and expenses and all costs and fees to the different parties entitled to the same, and made the following credits, to wit: By the dividend allowed the other creditors by the Orphans Court October 24th 1893, which dividend equalizes him with said Creditors, the balance of proceeds after last credit, $578.82 to be distributed among the Creditors of Peter Smith deceased whose claims appear by the "Statement of Claims" herewith filed at the rate of .75.8964 Cents the dollar. The Trustee reports that the Trustee at the time of advertising the real estate gave notice to the Creditors of said Peter Smith deceased to file their claims in this cause which notice has expired. All of which is respectfully submitted.

1894 February 23

Jno. J. Bannenberg Auditor,

The Real Estate of Peter Smith deceased
In account with George I. Matter. Trustee,

Debtor.

1893, August 17th. By Sale of the Real Estate, this day made by the Trustee James Shields, as appears by his Report filed in this cause August 24th 1893, amounting to the sum of.	$ 771.	00
By the amount of interest due 2d of Feb. on mortgage upon which the Estate was to be charged with as appears by his Supplemental Report filed in this cause February 9th 1894. the sum of.	20.	56
By amount of rent received by the Trustee since the death of Intestate to be given by his Supplemental Report filed in this Cause February 9th 1894. the sum of.	53.	91
By amount received by the Trustee being return Premium on Fire Insurance Policy cancelled as appears by his Supplemental Report filed in this Cause February 9th 1894. the sum of.	2.	72
Amount of Assets,	$ 848.	19

Credit.

To the Trustee for his Commissions	$ 51.	41
To the Trustee amount paid John J. Reid for printing per Voucher No 1 filed,	3.	00
To the Trustee Amount paid George A. Buehring for auctioneering Sale. per Voucher No 2 filed,	10.	00
To the Trustee do pay Valentine Bros for printing per. Voucher No 3 filed.	13.	50
To the Trustee do pay The Cambetarian for printing per Voucher No 4 filed.	13.	50
To the Trustee do pay Joseph M. Cake, Solicitor for professional services rendered per Voucher No 5 filed	40	00
To the Trustee do pay James A. C. Boyd Solicitor for professional services rendered per Voucher No 6 filed	81.	00
Costs of taking testimony.		
To Michael E. Walsh Examiner	8.	00
To Dr George I. Matter. Witness.	2.	05
To Max E. Hochsmith "	2.	05
To Harvey E. Hull "	2.	05
Costs as taxed by the Clerk,		
To Joseph M. Cake, Solicitor appearance fee	10.	00
To Benj. F. Causse Clerk,	38.	60
To Albert L. Bozey Sheriff.		45
To George M. Pape Register	2.	60
Solicitors Costs,		
To James A. C. Boyd Solicitor appearance fee.	10.	00
To Benj. F. Causse, Clerk.		75

To Publication Order nisi on this Account.	1. 50
To Jno J. Baumgartner, Auditor Examination of Papers Making "Statement of Claims" Stating this Account &c,	31. 50
Amount of Expenses,	$ 271. 16
To J. V. Echenrode, the dividend allowed the other Creditors in the Orphans Court, October 24/893, which dividend equalizes him with said Creditors the sum of	6. 19
Balance for distribution,	570 84
Amount of this fund,	$ 878. 84

Balance for distribution brought forward. $ 570 84

and distributed among the creditors of said Peter Smith deceased Intestate whose claims appear by the Statement of Claims thereof filed at the rate of 75,89645 cents on the dollar.

No	Name of Creditor				
1	James Shields on his claim of	$	58. 99	$ 44.	77
2.	James Shields on his claim of		177. 83	134.	96
3.	do George S. Potter, on his claim of		36. 90	28.	01.
4.	H. B. Brink on his claim of		1. 08		.82
5	do G. Binnie on his claim of		70. 53	53.	52
6	H. Thomas Smith on his claim of		8. 88	6.	74
7	Charles A. Lile on his claim of		10. 53	7.	84
8	Jno McCulley on his claim of		13. 40	10.	17
9	Ephraim S. Harner on his claim of		.60		.46
10	Wm E. Burke, on his claim of		.96		.73
11	Edward Kemper on his claim of		1. 94	1.	47
12	Jacob Billington on his claim of		9. 87	7.	49
13	Benjamin Stevenson on his claim of		4. 12	3.	93
14	Charles A. Elliott on his claim of		3. 25	2.	47
15	John Lamer on his claim of		2. 21	1.	68
16	Emma H. Hetzel on her claim of		18. 43	13.	98
17	Nancy Bold on her claim of		113. 93	86.	47
18	Casaberry Neal on his claim of		8. 71	6.	61
19	Reindeer &c on their claim of		14. 69	11.	15
20	James Keith on his claim of		2. 34	1.	78
21	James Kelso on his claim of		5. 33	4.	05
22	Samuel L Angel on his claim of		.81		.61
23	Wm Zantzinger on his claim of		5. 41	4.	11
24	Caleb E Pellman on his claim of		1. 64	1.	24
25	John S. Bowen on his claim of		1. 00		.76
26	Abraham Hesson on his claim of		2. 61	1.	98
27	Wm Reindeer on his claim of		27. 13	20.	59
28	John H. Wichide on his claim of		5. 28	4.	42
29	Thomas Angell on his claim of,		1. 76	1.	34

30	Margaret A. Baugh on her claim of		6.	26	4.	75	
31.	George N. Reid on his claim of		63.	41	48.	13	
32	Charles B. Timmons on his claim of		3.	90	2.	96	
33	Wm Reindollar on his claim of		2.	08	1.	58	
34	John H. Hildebrand on his claim of		42.	71	32.	41	
35	J. D. Echenrode on his claim of		23.	27	17.	66	xxx xx
		$	752.	13	570	84	570. 84

Order nisi on Auditor.

James Shidler
vs
Thomas Smith
and others

No 3113 Equity.

In the Circuit Court for Carroll County.

Ordered this 23rd day of February A.D. 1894 that the account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 12 day of March next; provided a copy of this Order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.

Benj. D. Crouse, Clerk,

Printer's Certificate,

Westminster Md. March 12 1894

We hereby certify that the annexed Order nisi was published for two successive weeks prior to the 12 day of March 1894 in the Democratic Advocate, a newspaper published in Carroll County Md.

Vandeford Bro.
Editors and Publishers,

Order ratifying Audit.

James Shidler
vs
Thomas Smith
and others

No 3113 Equity.

In the Circuit Court for Carroll County.

Ordered this 13th day of March 1894 by the Circuit Court for Carroll County, sitting in Equity, that the foregoing report of the Auditor filed in this cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice thereof has been given and published as required by a preceding order nisi in this case. The Trustee is directed to pay over the moneys in the case to the several parties entitled according to said Audit.

Charles B. Roberts,

Petition & alter terms of Sale

James Shidler
vs
Thomas Smith
and others

No 3113 Equity.

In the Circuit Court for Carroll County.

To the Honorable the Judges of the Circuit Court for Carroll County.

The Petition of George S. Mosher Trustee

in above cause respectfully shows,

That the purchaser of the Real Estate sold and reported in said Cause is ready and willing to pay the entire purchase money and interest by the 1st of April 1894 and to receive his deed therefor. Other than allowed by the terms of the decree and sale, but as the Order of the 8th of June 1893 in the case has already been made and finally adjusted in the case, and your Trustee is ready to pay all parties interested according to said Order, He respectfully asks your said Court to modify the terms of the decree in this Cause accordingly.

Jos. M. Payne, Solicitor for Trustee,

Order of Court thereon.

Entered this 31st day of March 1894 by the Circuit Court for Carroll County, Md. Ordered, That Dr. George T. Mather Trustee in above Cause, be and he is hereby authorized to receive from the purchaser the entire proceeds of sale, of the real estate reported in said Cause and to convey said real estate to purchaser on receiving the principal and interest of said purchase money as same is now allowed by the original terms, as prayed for in above Petition,

Charles B. Roberts,

Recorded &c Septr 7th 1898,
Jas. H. Billingslea, Clerk.

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the first Monday of March (it being the 3d day of the same month), in the year of our Lord one thousand eight hundred and ninety four

Were Present.

The Hon Charles B. Roberts. Chief Judge,

Ellis B. Arnold Esq. Sheriff.

Benj. F. Crouse Clerk.

Among other were the following proceedings had viz.

Be it remembered that heretofore to wit. On the 22nd day of April A.D. 1891. The Westminster Savings Institution by Albert Reifsnider & Reifsnider Esqrs. their Solicitors. Came here into Court, sitting as a Court of Equity, and file their Order to docket a case, which aforesaid order is in words as follows,

The Westminster Savings Institution (a body Corporate of the State of Maryland Complainee

vs

Joseph Erb and Ruth A. Erb his wife Mortgagors

In the Circuit Court for Carroll County. Sitting as a Court of Equity. No 2930.

Proceedings under the Article of the Maryland Code of Public General Laws relating to Mortgages.

Mr Benj F. Crouse

Please docket case as above and file. Chas. T. Reifsnider and Albert Reifsnider Solicitors for Complainant.

Exhibits A. B. C & D. herewith.

J. Milton Reifsnider Solicitor for Complainant.

Exhibit A.

$600.00 Westminster Md March 21st 1881.

One year after date I promise to pay to the Westminster Savings Institution, or order the sum of six hundred dollars for value received. With interest from date, interest payable semi-annually.

Witness Chas. T. Reifsnider Joseph Erb

This Note is secured by Mortgage of this date

Endorsed. "1886 Augt 4th Recd $20.00 1888 July 18th Recd. $130.00 - and Interest paid to March 21st 1890.

Exhibit B. Is the Original of the Mortgage from Joseph Erb & Wife to The Westminster Savings Institution for $600. dated March 21st 1881 and recorded among the Real Estate Mortgage Records of Carroll County in Liber D. J. S. No 15 folio 445 &c.

Exhibit C.

$600.00 Westminsterley May 5th 1879.

One year after date I promise to pay to the Westminster Savings

Institution or its order the sum of Six hundred dollars, for value received, with interest from date, interest payable semi annually, secured by Mortgage.
Endorsed. Interest paid to May 5th 1880. Joseph Erb

Exhibit A. Of the original Mortgage from Joseph Erb & wife to The Westminster Savings Institution. for $600. dated May 5th 1879 and recorded among the Real Estate Mortgage Records of Carroll County in Liber B. T. S. No 13 folio 314 &c

Attorney & Agents Bond.

Know all men by these presents that we Charles T. Reifsnider and John D. Reifsnider of Carroll County in the State of Maryland, are held and firmly bound unto the State of Maryland, in the just and full sum of three thousand dollars, current money, to be paid to the said State of Maryland or its certain Attorney to which payment well and truly to be made and done, we bind ourselves and each of us our and each of our heirs executors administrators and assigns, jointly and severally, firmly by these presents, sealed with our seals. dated this twenty fifth day of June, in the year eighteen hundred and ninety one.

Whereas by a Mortgage deed from Joseph Erb and Ruth A. Erb his wife to The Westminster Savings Institution a body Corporate of the State of Maryland, dated the the fifth day of May, in the year eighteen hundred and seventy nine, and duly recorded among the Real Estate Mortgage Records of Carroll County in Liber B. T. S. No 13 folio 314 &c,

And whereas by said the Mortgage deed from the said Joseph Erb and Ruth A. Erb his wife, to the said The Westminster Savings Institution a body Corporate of the State of Maryland, dated on the twenty first day of March, in the year eighteen hundred and eighty one, power is given to the said The Westminster Savings Institution its successors and assigns, or Charles T. Reifsnider the Attorney or Agent named therein, in each of said Mortgages, to sell the Mortgaged premises in each of said Mortgages described on the event of default by the said Joseph Erb, in complying with the terms of said the Mortgages.

And whereas, there has been a default in each of said Mortgages, authorizing the said Charles T. Reifsnider the Attorney or Agent named in said Mortgages to exercise the power of sale aforesaid which it is the intention of the said Charles T. Reifsnider Attorney or Agent as aforesaid to do. Now the condition of the above obligation is such that if the said Charles T. Reifsnider Attorney or Agent, as aforesaid shall abide by and fulfill

any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged property or the proceeds thereof, then this obligation to be void, else to be and remain in full force and virtue in law.
Signed and Sealed in the
presence of Chas. T. Reifsnider Jr. Charles T. Reifsnider (SEAL)
attorney or agent named in Mortgage
John L. Reifsnider (SEAL)
The within Bond is hereby approved this 22th day of June 1891.
Test: Benj. F. Coonse. Clerk.

Report of Sale.

The Westminster Savings Institution, Mortgagee
vs
Joseph Erb and Ruth E. Erb his wife Mortgagors
} No 2930 Equity
In the Circuit Court for Carroll County. Sitting as a Court of Equity.

To the Honorable the Judges of the Circuit Court for Carroll County Sitting as a Court of Equity.

The Report of Sale made by Charles T. Reifsnider Attorney or Agent named in the two Mortgages filed in this cause respectfully shows unto your Honorable Court First, That by virtue of the provisions of the Law in such case provided, and in pursuance of the power contained in two Mortgages from Joseph Erb and Ruth E. Erb his wife to the Westminster Savings Institution one bearing date May 5th A.D. 1879, and recorded among the Real Estate Mortgage Records of Carroll County, in Liber J. T. S. No 13 folio 314 &c, and the other bearing date, March 21st A.D. 1881, and recorded among said Real Estate Mortgage Records aforesaid, in Liber J. T. S. No 15 folio 445 &c both of which are filed in this cause, and marked respectively Exhibits B & D which are referred to as parts of this Report of Sales
Second. That before proceeding to discharge the trust reposed in him as Attorney or Agent in said Mortgages named, he executed a Bond to the State of Maryland in the penalty of three thousand dollars as required by law which said bond was duly approved by the Clerk of this Court, and is filed in this Cause.
Third. That he advertised the land described in and conveyed by said two Mortgages once a week for three successive weeks and for more than twenty days before the day of sale in the Democrat & Advocate, a newspaper published in Carroll County, Maryland, and by handbills circulated in the vicinity of the place of sale, one of which was posted up at the Court House door in Westminster Maryland, by which he gave notice of the time, place manner and terms of sale, as follows that he would sell at public sale on the premises the land named in said Mortgages for the quantity of about forty six acres of land with the improvements thereon and that the land would be

laid off in several lots previous to the day of sale, and that a plan of the same would be made and exhibited on the day of sale by which the sale would be made, and that the land upon which are the buildings would be laid in lots so as to contain about one half an acre.

Fourth, That being of the opinion that the said moneys by said Mortgages owned will not more than sufficient to pay the Mortgage debt and interest and costs aforesaid, he caused a division of said land to be made by a Copyholder, surveyor, and a plat thereof to be made as appears by said plats herewith filed marked Exhibits E & F.

Fifth, That in pursuance of said advertisements he did attend on the Mortgaged premises at Union Mills in the County and State aforesaid on Saturday the 16th day of May A.D. 1891. at the hour of 2½ Oclock P.M. when and where said sale was advertised to take place, and there and there offered the Real Estate by said Mortgage mentioned and described upon the terms & sale as advertised at public sale upon the terms & sale as advertised to wit: One third cash on the day of sale or on the ratification thereof, one third in nine and the other one third in eighteen months from the day of sale, the credit payments to be secured by the Notes of the purchaser or purchasers with approved security bearing interest from the day of sale, or all cash at the option of the purchaser.

Sixth, That he first offered Lot No. in Exhibit E containing 107 perches of land more or less, and sold the same to Andrew Byers, he being there and there the highest bidder therefor at and for the sum of $425.00 Next offered Lot No. 102 on Exhibit E. containing 81 perches of land more or less and sold the same to John Byington at and for the sum of $384.00 he being there and there the highest bidder therefor. Next offered Lot No. 3 containing 86 perches of land more or less, and sold the same to David E. Gilbert he being there and there the highest bidder therefor at and for the sum of $338.00 These three several lots were sold with an alley as set forth in said plat marked Exhibit E. Next offered Lot No. 101 on Plat marked Exhibit D containing 5 acres, 1 rood & 14 perches more or less, and sold the same to Charles E. Husbands he being there and there the highest bidder therefor at and for the sum of $40.25 making the gross sum of $214.00

Next offered Lot No. 2 on plat marked Exhibit B containing 6 acres one rood & 8 perches of land more or less, and sold the same to Charles E. Husbands, he being there and there the highest bidder therefor at and for the sum of $40.00 per acre, making the aggregate sum of $252.00

Further shows that all of said purchasers have elected to take their respective purchases upon the credit terms of sale as advertised and have executed and delivered their notes with security to the satisfaction of this Attorney or Agent.

Further that the aggregate amount of sales is $1610.25 which said

sum this Attorney or Agent is of the opinion will be sufficient to cover the liabilities here-
under. And provided to be paid under said Mortgage, and he did not therefore sell
all of said Mortgaged Property leaving the Heedles thereof unsold. One Lot of 6 acres,
2 roods & 9 perches and another of about 28 acres of land,

All of which is respectfully submitted,

Chas. T. Reifsnider Attorney or Agent named in Mortgage.

State of Maryland Carroll County to wit:

I hereby certify that on this 29 day of May A.D. 1891. before me the
subscriber a Justice of the Peace of the State of Maryland, in and for Carroll
County aforesaid, personally appeared, Charles T. Reifsnider the above
named Attorney & Agent, and made oath on the Holy Evangels of Al-
mighty God that the matters and things set forth in the aforegoing
report of sales are correct and true as therein set forth and that
the sales therein reported are true and bona fide and were fairly &
made to the best of his knowledge and belief. Sworn before me

William Moore, J.P.

Exhibit E.

Plat of the Real Estate of Joseph Orf, late of Carroll County State
of Maryland, deceased, which I have carefully surveyed and di-
vided into three lots, lying on the Westminster and Littlestown Turn-
pike Road, in the Village of Union Mills

Part of a tract or parcel of land called "The Resurvey on Ten Foods"
situate lying and being in Carroll County in the State of Maryland,
and laid off into three different lots as follows to wit

Lot No 1. Beginning for the outlines to include said Lot No 1.
a parcel of land on a stone heretofore planted, at the end of the
third line of 62 square perches of land, heretofore sold and
conveyed by Joseph Orf, to Catharine Humbert, wife of Jacob H.
Humbert, and running thence along said turnpike Road. 1st. S 57
E 3½ perches to a stone now planted, then by a dividing line as now
fixed and located, 2 N 34 E 26½ pes to a stone on the outline of
Shriner's land, bounding on said line, 3 N 13 W 4 9/10 pes to a stone here
to fore planted, for the end of the 2nd line of Humbert's lot, thence
bounding on the 3rd line of said Lot No 1 S 33. W 30 pes. to the first
mentioned place of beginning containing 10½ square perches
of land more or less

Lot No 2. Beginning for the outlines to include said lot on a stone
heretofore planted at the end of the first line of Lot No 1 and running
thence 1. S 57 E 3 6/10 pes to the margin of a 12 feet alley then running
with and bounding on said Jubilee Alley, 2 N 36. E 22 10 pes to
the Margin of another Jubilee Alley, along said Alley 3 N
13 W 4 10 pes to a stone planted at the end of 12 perches agreed
on the 2nd line of No 1, then leaving said line, S 34 W 25 pes to the first
mentioned place of beginning containing 8 square perches of land more or less

Lot #3. Beginning for said lot or parcel of land at a stone now planted on the South East margin of a twenty foot alley, then running with and bounding on the aforesaid Turnpike Road. 1 S 57. E 4 7/10 ps. To the end of the first line of the lot described and conveyed by Joseph Eck to Jesse Deegan and now belonging to Rebecca Stonesifer, then running with the 2nd line of said Lot. 2 N 33. E 18 3/10 ps To a stone planted then bounding on Simons land. 3 N 35 W 6 7/10 ps To a stone planted at a 12 foot alley, then bounding on said Alley, 4 S 33 1/4 W 22 8/10 ps To the first mentioned place of beginning containing 86 square perches of land more or less.

Surveyed 8th of and divided May 8th 1891.

J. Wm. Earhart. Surveyor

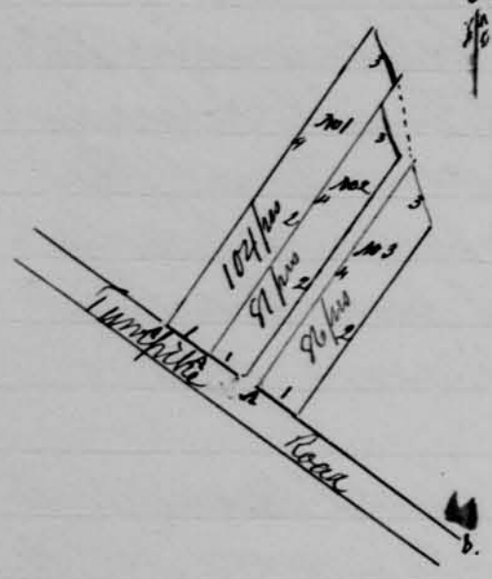


Exhibit B.

Part of a tract or parcel of land called "The Resurvey on Tee Tracts," situate lying and being in Carroll County in the State of Maryland, and is a part of the Real Estate of which Joseph Eck died seized and possessed of. And which I have carefully surveyed and divided into three parcels as follows viz:

No 1. Is a part of the aforesaid Tract or parcel of land called The Resurvey on Tee Tracts, and is contained within the following metes and bounds courses and distances and beginning for the outlines to include said part or parcel of land at a stone heretofore planted on one of the outlines of said Joseph Ecks deceased land. Being also at the end of the first line of 5 1/2 acres of land heretofore sold and conveyed by Joseph Eck to William Leese. Then running with and bounding on the said outline as heretofore marked and bounded. 1 N 13 1/2 W 30 1/10 ps To a stone heretofore planted. Thence a division line as now fixed and located. 2 S 77 W 27 3/10 ps. To a stone now planted, then beginning on land of Martin Gaugling. 3 S 8 1/2 E 29 1/10 ps To a stone heretofore planted, for the end of the 2nd line of said William Leese tract, reversing said line 4 W 78 1/2 E 30 3/10 ps to the first mentioned place of beginning containing 5 A. 1 R. 14 ps. of land more or less.

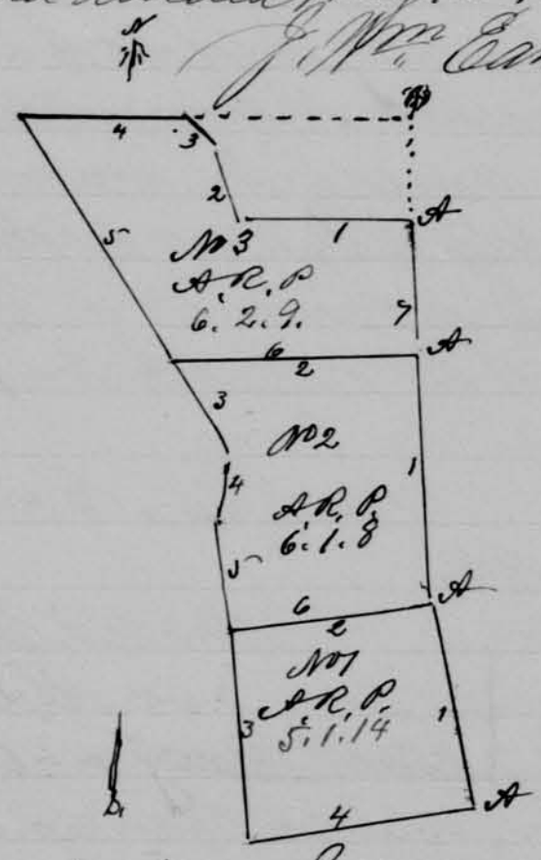
No 2. Is a part of the aforesaid tract or parcel of land, called "The Resurvey on Tee Tracts," and is contained within the following metes and bounds courses and distances, Beginning for the same on a stone heretofore planted, it being the beginning of 25 1/2 acres and 17 ps of land in the tract known as Eck and Wife to Joseph Eck, then running with the division line of said tract 1. N 4 1/2 W 34 ps. To a stake now planted there by a division line as now fixed and located, 2 S 84 W 33 1/10 ps To a stone

[illegible] on a line of Mountain Ginseng land bearing on said land S 34. E 15 7/10 lks to a stake, thence S 35 3/4 W 9 4/10 lks to a stone heretofore planted, thence S 82 E 1 4/10 lks to a stone heretofore planted for the end of the 2nd line of No. 1 reversing said line and bearing thereon, N 7 E 2 7/10 lks to the first mentioned place of beginning containing 6. 1 R 8 lks of land more or less.

No 3. Part of a tract of land called "Hallamore or Ingrams" and is contained within the following metes and bounds courses and distances to wit. Beginning for the same on a stone heretofore planted for the end of 51 perches on the 1st line of 25 A. 2 R 17 perches of land mentioned in a deed from Wm Ent and wife to Joseph Ent bearing also at the end of the 4th line of 20 A 31 lks of land sold and conveyed by Joseph Ent to Charles H. Webster, thence reversing said last mentioned line the 3 following courses, 1 S 88 1/2 W 22 6/10 lks to a stone heretofore planted, 2 N 2 3/4 W. 11 lks to a stone heretofore planted, 3 N 3 1/2 W 5 lks to a stone on the end of 30 perches on the 2nd line of the aforementioned deed, thence running with said line, 4 S 88 1/2 W. 23 3/10 lks to a stone heretofore planted, 5 S 34. E 39 1/2 lks to a stone on the end of the 2nd line of Lot No 2, thence reversing said line, 6 N 84 E 33 6/10 lks to a stone at the end of 34 lks on the first line aforesaid, thence running with said line, 7 N 4 1/2 W 17 lks to the first mentioned place of beginning. Containing 6 A 2 R 9 lks of land more or less.

Surveyed and divided May 12th 1891

J. Wm Earhart. Surveyor.



Order nisi on Sale.

The Westminster Savings Institution.
vs
Joseph Ent and Ruth A. Ent his wife

No 2930 Equity

In the Circuit Court for Carroll County, Sitting as a Court of Equity

Ordered this 21st day of May A.D. 1891, that the sales of the Mortgaged Real Estate made and reported in the above entitled cause by Charles J. Reifsnider Attorney or Agent named in Mortgages under and by virtue of the Powers of Sale contained in two Mortgages from Joseph Ent and Ruth A. Ent his wife to The Westminster Savings Institution one dated May 5th A.D. 1879, and recorded among the Real

Estate Mortgage Records of Carroll County, in Liber D.T.S. No 13 folio 314 &c, and the sales
bearing date March 2nd A.D. 1881 and recorded among said Mortgage Records in
Liber D.T.S. No 15 Folio 445 &c, be finally ratified and confirmed unless cause to the
contrary be shewn on or before the 24th day of June next. Provided a copy of this
Order be inserted in one newspaper published in Carroll County, Maryland,
once a week in each of three successive weeks previous to the 25 day of
June next. The report states the amount of sales to be $1610.$^{54}/_{100}$

Benj. F. Crouse, Clerk.

Printer's Certificate.

Office of American Sentinel

Westminster Md. June 25th 1891.

This is to certify That the annexed Order No 2930 Equity has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of three successive weeks previous to the 18 day of June 1891.

E. Shipley Publisher per Jno. H. Mellor,

Order Ratifying Sale

Ordered this 25 day of June A.D. 1891. That the sales made and reported in the aforegoing Report by Charles J. Reifsnider Agent and Attorney, be and the same are hereby finally ratified and confirmed unless cause to the contrary be shewn on or before the 24th day of July next, provided a copy of this Order be inserted in one newspaper published in Carroll County, Maryland, once a week in each of three successive weeks previous to the 25 day of July next. The Report states the amount of sales to be $1610.$^{54}/_{100}$

Jas. A. C. Bond.

Judge.

The Westminster Savings Institution Mortgagee

vs

Joseph Erb and Ruth A. Erb his wife

No 2930 Equity.

In the Circuit Court for Carroll County in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County sitting as a Court of Equity

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court passed in this cause, he examined the papers filed in the cause and the vouchers stated by the parties and their accounts as follows

He has made & stated the Mortgage claims which is herewith filed.

He has charged the Attorney Agent with all the purchase money in his hands and has credited allowed him his commissions and expenses and all costs to be allowed. Has allowed him the sums of 2308.26^{30}/_{100}$ and 2.99 being the amounts paid by the Westminster Savings Institution Mortgagee on account of the Mortgage Claims filed in the cause which appears by vouchers No 10. 1872 filed and attached

Of said Mortgage claims. The balance of purchase money then left due is $527.77 he distributed to the Westminster Savings Institution Mortgagee, in part payment of the balance of its Mortgage claims due it, $590.82 debt and interest which appears by the statement of Mortgage claims herewith filed, which balance of purchase money on the date of this account (October 6th 1893) fails to pay said balance of Mortgage claims & the costs & duty two 75/100 dollars. All of which is respectfully submitted.

Jno. J. Cunningham.
Auditor.

1893. October 6th.

The Mortgaged Real Estate of Joseph Eckerle
In Account with Charles T. Reifsnider Attorney or Agent.

Debtor

1891 May 16th By Sales of the Mortgaged Real Estate then made by the Attorney or Agent. To various persons at public sale, as appears by his report filed in this Cause May 21st 1891. Amounting to the sum of $1610.84

Credit

To the Attorney or Agent. For his Commissions	$	80.38
To the Attorney the Amount paid E. J. Rickards for printing including Order on it in this Account. per Voucher No 1 filed		29.25
To the Attorney the Amount paid R. C. Matthews for Advertising per Voucher No 2 filed		10.00
To the Attorney &c. Amount paid Emanuel Geiser Coller. Taxes for 1889. per Voucher No 3 filed		19.18
To the Attorney &c. Amount paid Jno. Bowman Coller. Taxes for 1890 & 1891. per Vouchers No 4 & 5 filed		32.20
To the Attorney &c. Amount paid R. Manning for Fire Insurance per Voucher No 6 filed		.85
To the Attorney &c. To pay to Wm. Earhart for surveying plats &c per Voucher No 7 filed.		30.00
To the Attorney &c. Amount paid for Acknowledging Deeds per Voucher No 8 filed		1.20
To the Attorney &c. To pay to Jno. Reifsnider Solicitor for professional Services rendered per Voucher No 9 filed.		40.00
Costs as taxed by the Clerk		
To Jno. M. Reifsnider Solicitor Appearance Fee		10.00
To Benj. F. Crouse Clerk "		21.60
To Prof. Baumgartner Auditor Making Statement of Mortgage Claims. Stating this Account & Vouchers		9.00
Amount of Expenses	$	283.66
To the Attorney or Agent. Amount paid Wm. H. Starr Treasurer of The Westminster Savings Institution Mortgagee, on Account of the Mortgage Claims filed in this Cause, as appears by Voucher No 10, filed and attached to said Mortgage claims Debit the sum of		230.86

To the Attorney or Agent. amount paid Wm H. Starr Treasurer of the Westminster Savings Institution Mortgagee, on account of the Mortgage claims filed in this cause, as appears by Voucher No 1 filed. and attached & said Mortgage claims Dollrs. the sum of. 269.30

To the Attorney or Agent amount paid Wm H. Starr. Treasurer of the Westminster Savings Institution. Mortgagee on account of the Mortgage claims filed in this cause as appears by Voucher No 2 filed and attached & said Mortgage claims Dollrs the sum of. 299.25

To The Westminster Savings Institution Mortgagee the balance of purchase money Dollrs $527.77 in part payment of the balance of its Mortgage Claims Dollrs $570.52 debt and interest which appears by the "Statement of Mortgage Claims" herewith filed, to which balance of purchase money, on the date of this Account (October 6/893) daily & pay'd said balance of Mortgage claims & the interest of $62.75 the amount

Amount of Sales, 527.77

$1610.84

Order nisi on Audit.

No 2930 Equity.

In the Circuit Court for Carroll County.

Ordered this 6th day of October A.D. 1893.

That the Account of the Auditor filed in this Cause, be finally ratified and confirmed unless Cause to the contrary thereof be shown, on or before the 23rd day of October inst. Provided a copy of this Order be inserted for two successive weeks before the last named day, in some newspaper published in Carroll County.

Chas. B. Reese, Clerk,

The Westminster Savings Institution Mortgagee

vs

Joseph Esh and Rachel A. Esh his wife

Order ratifying Auditor

Ordered this 7th day of April A.D. 1894 That the aforegoing Account and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although notice appears to have been given as required by the preceding Order. The Attorney or Agent is directed. and apply the money and accordingly.

Charles B. Roberts,

1898 Sept 23rd Recorded

Per Chas. Jas. H. Billingslea, Clerk,

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the First Monday of March (it being the day of the same Month) in the year of our Lord One thousand eight hundred and ninety four.

Were Present.

The Hon. Charles B. Roberts. Chief Judge.

Elias B. Arnold Esq. Sheriff.

Benj. F. Crouse. Clerk.

Among other were the following proceedings Viz:

Be it remembered that heretofore Viz: On the 26th day of December A.D. 1893. Charles T. Reifsnider Assignee by Charles T. Reifsnider Esq his Attorney. Came here into Court sitting as a Court of Equity, and files his Order in Docket a case, which appears in form words & figures to Viz:

In the Circuit Court for Carroll County, sitting as a Court of Equity.

To B. F. Crouse, Clerk of said Court.

Please approve and file bond of Charles T. Reifsnider, and Jonathan Bixler to the State of Maryland, in the penalty of Eight Thousand dollars, dated December 26th 1893. Single Bill & Cond. & Duly to Jonathan Bixler for One hundred and sixty dollars, dated June 24th 82, assigned to Charles T. Reifsnider endorsed interest paid to August 24th 1893, marked Exhibit A, and Mortgage of same date to said Jonathan Bixler recorded in Liber D. T. S. No 78 folio 592 &c, and assigned to Charles T. Reifsnider, marked Exhibit B, and docket case on the Equity Docket as follows.

Charles T. Reifsnider
Assignee
vs
George W. Null and
Barbara E. Null his wife

No 2208 Equity.
Chas T. Reifsnider
Sole Assignee.

Assignees Bond.

Know all men by these presents, that we Charles T. Reifsnider and Jonathan Bixler of Carroll County and State of Maryland, are held and firmly bound unto the State of Maryland, in the just and full sum of Eight Thousand dollars, the said to the said State, or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents sealed with our seals, and dated this twenty eighth day of December, in the year of our Lord One thousand eight hundred and ninety three. Whereas by a deed of Mortgage dated the twenty seventh day of June 1882, and duly recorded in Liber D. T. S. No 78 folio 592, one of the Real Estate Mortgage Records of Carroll County, certain Real Estate and Leasehold situate in said Carroll County, and therein described were conveyed by

George N. Null and Barbara E. Null his wife to Jonathan Bifler to secure the payment of certain money and the interest as set forth in said Mortgage. And in said Mortgage is contained a clause authorizing a sale of the Mortgaged premises by the Mortgagee his Executors administrators or assigns, in case of default being made in payment of the Mortgage debt or the interest thereon, or in any covenant, condition or agreement therein. And whereas said Mortgage was on the 26 day of December A.D. 1893, by the said Jonathan Bifler assigned to the said Charles T. Reifsnider, And whereas default has been made in the payment of the Mortgage debt aforesaid, and in other conditions of said Mortgage. And by virtue of the authority given in said Mortgage the above bounden Charles T. Reifsnider assignee as aforesaid is about to sell the said Mortgaged property. Now the condition of the above obligation is such that if the above bounden Charles T. Reifsnider assignee as aforesaid, do and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed Sealed and delivered
in the presence of
Charles T. Reifsnider Jr.

Charles T. Reifsnider as Assignee of Jonathan Bifler Mortgagee (Seal)

Jonathan Bifler (Seal)

Bond acknowledged Dec. 26/893. Test: Benj. B. Crouse, Clk.

Exhibit A.

$150.00 One year after date I promise to pay to Jonathan Bifler or order the sum of One hundred and fifty dollars, current money, with interest from date for value received. As witness my hand and seal this 24 day of June 1882.

Test: John Bertgen

George N. Null (Seal)

Endorsed. Interest paid to August 24th 1893.

For value received I hereby assign the within Single Bill to Charles T. Reifsnider. Witness my hand and seal this 26 day of December A.D. 1893.

Test: Charles T. Reifsnider Jr.

Jonathan Bifler (Seal)

Exhibit B. Is a Mortgage from George N. Null and wife to Jonathan Bifler dated June 24th 1882 for $150.00 and recorded among the Real Estate Mortgage Record of Carroll County in Liber B.F.T. No 18 folio 594 &c and duly assigned to Charles T. Reifsnider which assignment was duly recorded on the foot of said Mortgage.

Report of Sale.

Charles T. Reifsnider assignee of Jonathan Bifler Mortgagee
vs
George N. Null and Barbara E. Null his wife Mortgagors

No 3208 Equity.

In the Circuit Court for Carroll County, sitting as a Court of Equity.

To the Honorable the Judges of said Court.

This is the report of sale made by Charles T. Reifsnider assignee of Jonathan Butler Mortgagee under and by virtue of the power contained in the Mortgage filed in this Cause respectfully shows unto your Honorable Court,

First, That before proceeding to execute the power of sale aforesaid he executed a Bond to the State of Maryland in the penalty of eight hundred dollars, which was duly approved by the Clerk of your Honorable Court, and is filed in this Cause, Second, That he advertised said Mortgage in full in the Democratic Advocate, a newspaper published in Westminster Carroll County Maryland, once a week for more than twenty days previous to the day of sale, and also by hand bills circulated in the vicinity of the place of sale, one of which was posted up at the Court House door in Westminster aforesaid Maryland, by which he gave notice of the time place manner and terms of sale, which were as follows, Cash, or if desired by the purchaser or purchasers one half cash on the day of sale, or on the ratification of the sale and the credit payment to be secured by the note of the purchaser or purchasers with approved security, bearing interest from day of sale, and in pursuance of said notice, he did attend at the Court House door in Westminster Carroll County Maryland, where said Mortgaged property was advertised to be sold on Monday the 22 day of January A.D. 1894 at the hour of One O'clock P.M. and there and then offered said Mortgaged property for the penalty of two cents, two goods and twenty three dollars and more or less, at and when the terms aforesaid at public sale to the highest bidder and only bidder for cash, at and for the sum of Eight hundred and fifty dollars, he being then and there the highest bidder therefor, and the said purchaser has paid one hundred dollars in cash, and executed and delivered his promissory note with security for the residue of said purchase money, money payable six months after date with interest from date, which is respectfully submitted

Chas. T. Reifsnider Assignee of Jonathan Butler Mortgagee,

State of Maryland Carroll County to wit:

I hereby certify that on this 23rd day of January A.D. 1894, before the subscriber a Notary Public of the State of Maryland in and for Carroll County aforesaid personally appeared Charles T. Reifsnider the above named Assignee of Jonathan Butler Mortgagee, and made oath on the Holy Evangels of Almighty God, that the matters and things set forth in the aforegoing Report of Sale, are true and bona fide, and that the sale therein reported is true and bona fide and was fairly made to the best of his knowledge and belief. And sworn before William Moore, J.P.

Order nisi on Sale.

No 3208 Equity.

Charles T. Reifsnider
Assignee of Mortgage
vs
George W. Null and
Barbara E. Null his
wife Mortgagors.

In the Circuit Court for Carroll County, sitting as a Court of Equity.

Ordered this 23rd day of January A.D. 1894, that the sale of the Mortgaged property mentioned in the above entitled cause, by Charles T. Reifsnider assignee named and by virtue of the power contained in a Mortgage from George W. Null and Barbara E. Null his wife to Jonathan Bixler dated June 24, 1882, recorded among the Real Estate Mortgage Records of Carroll County in Liber J. T. S. No 18 folio 890, be ratified and confirmed unless cause to the contrary be shown on or before the 28 day of February next; provided a copy of this order be inserted in some newspaper published in Carroll County Maryland, once a week for three successive weeks previous to the 20 day of February next.

The report states the amount of sale to be $256.00

Benj. F. Crouse, Clerk,

Printers Certificate

Westminster Md. March 6 - 1894.

We hereby certify that the annexed Order nisi was published once a week for three successive weeks prior to the 20 day of February 1894, in the Democratic Advocate, a newspaper published in Carroll County Maryland.

Vaughan Bros. Editors and Publishers,

Order absolute confirming Sale.

Ordered this 6 day of March A.D. 1894, that the sale made and reported in the above entitled cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although more than the time required by the preceding Order. The case is hereby referred to the Auditor to state the account of the trustee in accordance with the provisions of the Mortgage filed in this cause, and to report the same to this Court for its further order in the premises.

James B. Roberts,

Judge.

No 3208 Equity.

Charles T. Reifsnider
Assignee of Mortgage
vs
George W. Null and
Barbara E. Null his
wife Mortgagors

In the Circuit Court for Carroll County.

In Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court passed in this cause, he has examined the papers filed in the cause, and therefrom states the following

account as follows,
The Assignee made the "Statement of Mortgage Claim" which is herewith filed. He therein charged the Assignee &c, with all the purchase money in his hands, and therein allowed him his Commissions and expenses and all costs properly allowed.
The whole balance of purchase money then left in Court, $143.43 he distributed to Charles T. Heisleder assignee of Jonathan Bigler Mortgagee pursuant to his Mortgage claim of $156.55 debt and interest which appears by the "Statement of Mortgage claim" herewith filed, which balance on the date of this Account (March 16/894) fails to pay said Mortgage claim to the extent of Thirteen 12/100 dollars,
1894 March 16th
All of which is respectfully submitted,
Jno. J. Baumgartner Auditor
The Mortgaged Real Estate of Hodge St. Trust.
In Account with Charles T. Heisleder Assignee &c,

Debtor		
1894 January 22nd By Sales of the Mortgaged Real Estate, duly made by the Assignee &c, to Henry E. Rice, as appears by his Report filed in this cause January 22nd 1894, including Interest.	$ 256.	00
Credit,		
To the Assignee &c, for his Commissions,	$ 17.	92
To the Assignee &c, Amount paid Vandeventer Bro's. for printing Order of Sale in this Account. See Voucher No. filed,	13.	25
To the Assignee &c, Amount paid R.C. Matthews for advertising Sale, per Voucher No 2 filed,	5.	00
To the Assignee &c, for paying Emanuel Heisler Collector Taxes for 1886. 1887. 1888 & 1889. per Vouchers No. 3. 4. 5 & 6 filed.	7.	02
To the Assignee &c, for paying Amos Brennan Collector Taxes for 1890. 1891. 1892 & 1893 per Vouchers No. 7. 8. 9 & 10 filed,	11.	63
To the Assignee &c, for paying Charles T. Heisleder Solicitor for professional services rendered per Voucher No 1 filed,	20.	00
Costs as taxed by the Clerk,		
To Charles T. Heisleder Solicitor's Appearance fee,	10.	00
To Benj. F. Reese, Clerk,	18.	75
To Jno. J. Baumgartner Auditor Making Statement of Mortgage Claim stating this Account &c.	9.	00
Amount of Expenses,	112.	57
To Charles T. Heisleder Assignee of Jonathan Bigler Mortgagee the whole balance of purchase money, viz: $143.43 the part payment of his Mortgage claim of $156.55 debt and interest which appears by the Statement of Mortgage claim herewith filed, which balance on the date of this Account (March 16/894) fails to pay said Mortgage claim to the extent of $13.12 the same being Amount of Sale,	143	43
	$ 256.	00

Order nisi on Auditor

No 3208 Equity.

Charles T. Reifsnider Assignee of Mortgage
To
George W. Null and Barbara E. Null his wife Mortgagors

In the Circuit Court for Carroll County.

Ordered this 16 day of March A.D. 1894, that the Accounts of the Auditor filed in this Cause be finally ratified and confirmed unless Cause to the contrary thereof be shown on or before the 2nd day of April next provided a Copy of this Order be inserted in one of the newspapers published in Carroll County, once in each of three successive weeks before the said second day of April next.

Benj. F. Crouse, Clerk.

Printers Certificate.

Westminster Md April 4th 1894.

We hereby certify that the annexed Order Nisi on Auditor was published in the Democratic Advocate, a newspaper published in Carroll County, Md. three successive weeks prior to the 2 day of April 1894.

Democratic Advocate, Editors and Publishers,

Per Jas. H. Billingslea, Clk.

Order ratifying Auditor.

Ordered this 7th day of April A.D. 1894, that the aforegoing Account be and the same is hereby finally ratified and confirmed, unless Cause to the contrary thereof be shown on or before the 7th day of May next, although notice appears to have been inserted as required by the preceding Order. The Assignee is directed to apply and pay over the Proceeds accordingly.

Charles B. Roberts.

1894 Sept. 25 Recorded & Exd

Jas. H. Billingslea, Clk.

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the City of Westminster, in Carroll County in the State of Maryland, on the first Monday of June (it being the day of the same month,) in the year of our Lord One thousand eight hundred and ninety four.

Present,

The Hon. Charles B. Roberts Chief Judge.

Elias B. Arnold Esq. Sheriff.

Benj. E. Crouse, Clerk.

Among other were the following proceedings Viz:

Be it remembered that heretofore Viz: On the 3rd day of January A.D. 1894, D. Arthur Kemp, father and next friend of Hester E. Kemp, Herbert A. Kemp & John T. Kemp infants by George W. Stockdale Esq. his Solicitor comes into Court here sitting as a Court of Equity, and files his Bill of Complaint, which appears upon the docket in words and figures as follows Viz:

No 3210 Equity.

In the Circuit Court

for Carroll County in Equity.

To the Honorable the Judge of the Circuit Court for Carroll County sitting in Equity.

The Bill of Complaint of D. Arthur Kemp of Howard County, as father and next friend of Hester E. Kemp, Herbert A. Kemp and John T. Kemp, infants all of Howard County, State of Maryland, respectfully shows

First: That Frances E. Kemp, formerly of Carroll County, departed this life intestate, at Finksburg in Carroll County, State of Maryland, on the 24th day of July A.D. 1893, seized and possessed during her coverture and until the time of her death of all those lots or parcels of land and premises containing about 10 acres more and 28 square perches of land more or less, improved with a frame weatherboarded house, stable, and other outbuildings, situate in the Village of Finksburg in Carroll County Maryland, which is particularly described in two deeds of conveyance one of which is from D. Arthur Kemp and George W. Stockdale Trustees to the said Frances E. Kemp, dated February 10th A.D. 1890, and recorded among the Land Records of Carroll County in Liber B.P.C. No 72 folio 180 &c and the other from Thomas M. Ireland and wife to the said Frances E. Kemp, dated June 23rd A.D. 1892, and recorded among the Land Records of Carroll County in Liber B.P.C. No 75 folio 100 &c. as will fully appear upon reference to said two deeds filed as part of this Bill marked Exhibit A. and Exhibit B.

Second, That said Frances E. Kemp left surviving her a husband the said D. Arthur Kemp who is entitled to a life estate in all

the real estate of which his said wife died seized and possessed, subject to the Mortgage hereinafter mentioned, and the following infant children hereby their heirs at law viz: Esther C. Kemp, who is about twelve years of age, Herbert A. Kemp, who is about nine years of age, and John T. Kemp, who is about seven years of age, all of Carroll County, Maryland, who are all infants under the age of twenty one years of age, are defendants in this case and to whom said Real Estate at the death of the said Frances E. Kemp their Mother, Intestate as aforesaid descended at law in equal shares, as tenants in Common, subject to the Mortgage hereinafter mentioned and the life estate hereinbefore duly set forth.

Third. That the said Frances E. Kemp, and her husband, by their deed of Mortgage dated June 24th A.D. 1892, recorded among the Real Estate Mortgage Records of Carroll County in Liber B.P.B. No. 82 Folio 282 &c, to Elizabeth R. Shipley, wife of John S. Shipley, to secure the payment of a promissory note for $650.00 payable one year after the date of said Mortgage, with interest, along by the said Frances E. Kemp, and husband, to the said Elizabeth R. Shipley, wife of said John S. Shipley, did convey said Real Estate to the said Elizabeth R. Shipley, her heirs and legal representatives, subject to the terms and conditions therein mentioned, as will fully appear on reference to said original Mortgage and note hereunto filed as part of this Bill, marked Exhibit C. and Exhibit D.

Fourth. That there is yet due and owing upon said promissory note by the said Frances E. Kemp and her said husband the whole amount of said $650.00 with the interest thereon from the date of said Mortgage, no part of said principal or the interest upon said Mortgage having been paid by the said Intestate in her lifetime.

Fifth. That it will be for the interest, benefit and advantage of the surviving husband and the three infant defendants, to sell the aforesaid Real Estate, and after the payment of the said Mortgage claim, or their amount out of the proceeds of sale thereof, and procuring a release thereof, to invest the proceeds of sale thereof, according, subject to the interest share or proportion that the said surviving husband may or shall be entitled to in some productive fund for their respective benefit according to law, or be subject to any order or decree that may be passed by this Honorable Court, of the disposition of the same.

Sixth. To the end therefore that the said infants, surviving husband and the said Mortgagee and her said husband may answer the premises, and that the aforesaid Real Estate may be sold, under the authority and decree of your said Court, discharged from the lien of said Mortgage, and that your Orator may be decreed to aforesaid may have such further and other relief as his case may require,

May it please your Honorable Court to grant unto your Orator, the Writ of Subpoena, of the State of Maryland, directed unto the said Esther C. Kemp, Herbert A. Kemp, and John T. Kemp infants, the said Esther

25×10
32×10
25×

Kemp, surviving adeer husband, and the said Elizabeth R. Shipley and her said husband John R. Shipley, mortgagees, adeer defendants, all of Caroll County, commanding them and each of them to appear in this Court at some certain day to be therein named to answer the premises and to abide by and perform such decree as may be passed therein, which, as in duty bound &c will ever pray &c,

1893, December 28th

George L. Stockbridge,
Solicitor for Plaintiff.

Authority to sue atty.

To George L. Stockbridge Esq.
Attorney at Law. Westminster. Maryland.

Dear Sir,

You are hereby authorized to use my name as Father and next friend of Esther V. Kemp, Herbert E. Kemp and John T. Kemp infants as plaintiffs in a bill to be filed in the Circuit Court for Carroll County, praying a decree for sale of the Real Estate of said infants, in the Circuit Court for Carroll County in Equity.

1893, Dec br. 28th

S. Arthur Kemp, father and next friend of Esther V. Kemp, Herbert E. Kemp and John T. Kemp infants

Exhibit A. Is the original deed from S. Arthur Kemp & George L. Stockbridge Trustees to Frances E. Kemp, dated February 10th 1890, and recorded among the Land Records of Carroll County, in Liber B.P.C. No 72 folio 128 &c,

Exhibit B. Is the original deed from Thomas M. Ireland and wife to Frances E. Kemp, bearing date June 25th 1892 and recorded among the Land Records of Carroll County in Liber B.P.C. No 75 folio 100 &c,

Exhibit C.

$650.00 Carroll County Md. June 24th 1892,

One year after date, we jointly and severally promise to pay to Elizabeth R. Shipley or order the sum of Six hundred and fifty dollars, for value received with interest from date,

Witness our hands,

Witness
Geo L. Stockbridge

Frances E. Kemp.
S. Arthur Kemp.

Secured by Mortgage of even date,

Exhibit D, Is the Original Mortgage from Frances E. Kemp husband to Elizabeth R. Shipley dated June 24th 1892 and recorded among the Real Estate Mortgage Records of Carroll County in Liber B.P.C. No 32 folio 284 &c,

Infants Answer.

S. Arthur Kemp
next friend &c
Plaintiff

vs

Esther V. Kemp and others
defendants

No 3210 Equity.

In the Circuit Court for Carroll County.

To the Honorable the Judges of the Circuit Court for Carroll County, Sitting in Equity.

The joint and separate answers of Esther E. Kemp, Herbert A. Kemp, and John A. Kemp of Carroll County infants by Robert L. Shipley, their Guardian ad litem, to the Bill of Complaint of J. Arthur Kemp, their next friend, against these respondents and others defendants in a certain cause exhibited, is as hereinafter as follows to wit:

These respondents answering thereunto by their said Guardian ad litem say: That being infants of tender years they can neither admit nor deny the matters facts and things charged in the Bill of Complaint of the plaintiff in the said cause, but crave leave the same to the decision and decree of your said Court. And to submit their respective rights and interests in the cause to the protection of your Honorable Court.

Robert L. Shipley, Guardian ad litem for the infant defendants,

Answer of J. Arthur Kemp.

J. Arthur Kemp Catherine
next friend Plaintiff
against
Esther E. Kemp and others
defendants

No 3210 Equity.
In the Circuit Court for Carroll County. In Equity.
To the Honorable the Judges of the Circuit Court for Carroll County, sitting in Equity.

The undersigned J. Arthur Kemp of Carroll County Maryland, respectfully begs leave to file this his separate answer to the Bill of Complaint of J. Arthur Kemp, Esther and others against this respondent and others defendants in your said Court, exhibited as follows to wit:

This respondent answering said Bill of Complaint says that the matters facts and things charged in said Bill are true as therein stated and charged to the best of his knowledge ~~and belief~~, and he admits that the Real Estate of which Frances E. Kemp died seized and possessed and in which your respondent is entitled to a life estate therein subject to said Mortgage therein shall be sold by a Trustee to be appointed by your Honorable Court, under a decree for the said sale, free clear and discharged of his life estate therein, and admits to take in lieu thereof the absolute portion of the proceeds of said sale that he may or shall be entitled to in Equity subject to the payment of said Mortgage, and hereby consents to the passage of an immediate decree for the sale of said real estate as prayed for in said Bill and prays to be hence dismissed with his reasonable costs in this behalf expended. And as in duty bound &c.

J. Arthur Kemp Defendant.

Answer of Elizabeth A. Shipley thro.

J. Arthur Kemp Catherine
next friend Plaintiff
against
Esther E. Kemp and others
Defendants

No 3210 Equity.
In the Circuit Court for Carroll County. In Equity.
To the Honorable the Judges of the Circuit Court for Carroll County, sitting in Equity.

The undersigned Elizabeth A. Shipley and John A. Shipley, her husband

Mortgagees of Baltimore County, respectfully make to your said Court their joint answer to the Bill of Complaint of Solomon Kemp mentioned &c. against these respondents and others defendants. In your said Court in said Cause exhibited as follows Viz: These respondents as Mortgagee defendants answering said Bill, say, that the matters facts and things charged in said Bill are true as herein stated and charged. To the best of their knowledge ~~and belief~~. And that the said Frances E. Kemp, now deceased is indebted unto them upon a promissory note for the sum of $650.00 with interest thereon from the 24 day of June 1892 as stated in said Bill of Complaint and that they consent to release said Mortgage upon payment to them of the principal interest and costs due on said Mortgage claim as a preferred lien out of the purchase money of the Mortgage estate, when sold under a decree of Your said Court in said Case, and that said sale be made without delay.

Witness

Elizabeth G. Shipley
John L. Shipley Mortgagee Defendants

Agreement for immediate decree

S. Solomon Kemp father and next friend of Plaintiff
against
Luther V. Kemp and others Defendants

No 3210 Equity.

In the Circuit Court for Baltimore County, In Equity.

To the Honorable the Judge of said Court

The undersigned agree to submit the foregoing answers of the Mortgagee Defendants for immediate decree.

Le Roy Stockbridge
Solicitor for Complainant
Robert L. Shipley Guardian ad litem
of Luther V. Kemp one of the
S. Solomon Kemp et al Defendants.
Elizabeth G. Shipley
John L. Shipley Mortgagee Defendants.

Decree

S. Solomon Kemp father and next friend of Plaintiff
against
Luther V. Kemp and others Defendants

In the Circuit Court for Baltimore County, Sitting as a Court of Equity.

No 3210 Equity.

The above cause standing ready for hearing and being submitted on the Bill Answers and agreement of parties, and on the proceedings were by the Court read and considered. It is thereupon this 5th day of January in the year eighteen hundred and ninety four by the Circuit Court for Baltimore County, sitting as a Court of Equity, Adjudged Ordered and Decreed, That the Real Estate mentioned in the proceedings in this cause be sold, and that George L. Steinsdale of Baltimore County be and he is hereby appointed Trustee to make said sale, and that the terms and manner of his proceedings shall be as follows. He shall give bond with the Clerk of this Court in the State of Maryland, executed by himself and a surety or sureties to be approved by this Court or

by the said Trustee in the penalty of two thousand dollars, conditioned for the performance of the trust reposed in him by this decree or that may be reposed in him by any future decree or order in the premises, he shall then proceed to make the said sale, having given at least three weeks notice by advertisement inserted in some newspaper published in Carroll County, and by such other mode as he shall think proper of the time, place and terms of sale, which shall be as follows, viz: One third part of the purchase money shall be paid by the purchaser or purchasers to the Trustee on the day of sale, or upon the ratification thereof by this Court. And the residue shall be paid in two equal payments, the one payment in one year, and the other in two years from the day of sale with interest, and to be secured by the notes of the purchaser or purchasers, with security, to be approved of by the Trustee. And as soon as may be convenient after any such sale or sales the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the manner of said sale. And on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, and not before, the said Trustee shall by a good and sufficient deed, duly executed, acknowledged and recorded according to law, convey to the purchaser or purchasers his, her or their heirs the property so sold, free clear and discharged from all claim of the parties hereto of complainant and defendants, and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the costs of this suit, the expenses of said sale and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Charles B. Roberts,

Trustees' Bond.

Know all men by these presents that we Geo. L. Stockdale, William B. Thomas, and Geo. W. Yaugh, of Carroll County, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of two thousand dollars, current money, to be paid to the said State of Maryland or its certain Attorney: To which payment well and truly to be made and done, we bind ourselves and each of us our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this — day of January, in the year of our Lord one thousand eight hundred and ninety four. Whereas by a decree of the Circuit Court for Carroll County, as a Court of Equity, bearing date the — day of January in the year eighteen hundred and ninety four, and passed in a cause in the said Court, wherein S. Luther Yaugh and Esther Yaugh are Complainants and Luther D. Yaugh, and others are Defendants, the above bound George L. Stockdale has been

appointed Trustee to make sale of certain Real Estate in the proceedings in said Cause mentioned, Now the Condition of the above obligation is such that if the above bound George L. Stockdale do and shall well and faithfully perform the Trust reposed in him by any further Decree or order of said Court in the premises then the above obligation to be void and of no effect, otherwise to remain in full force and virtue in law.

Signed Sealed and delivered in the presence of, Theo. A. Kaufman / Witness as to Stockdale & Thomas

Geo. L. Stockdale (L.S.)
Geo. W. Albaugh (L.S.)
Wm. B. Thomas (L.S.)

To the Clerk of the Circuit Court for Howard County.

I hereby certify that the securities in the above Bond are amply sufficient for the penalty thereof, & proper.

Geo. L. Stockdale Solicitor for Complainant

The above Bond is approved this 5 day of January, 1894.

Benj. F. Owens Clerk,

Report of Sale.

No 3210 Equity.

In the Circuit Court for Howard County.

In Equity.

D. Arthur Kemp Carter & next friend &c Plaintiff
Against
Letha V. Kemp and others Defendants

To the Honorable, the Judges of the Circuit Court for Howard County, sitting as a Court of Equity.

The report of George L. Stockdale Trustee, appointed by the Decree in this Cause to make sale of certain Real Estate, therein mentioned & dated, That after giving bond with approved security for the faithful discharge of the Trust reposed in him by said Decree, and after giving notice of the time place manner, and terms of sale by advertisement in "The Democratic Advocate" a news paper printed and published in Westminster in Carroll County Md. & Weekly, for four successive times prior to the 31st day of January last, 1894, being the day of sale, and also by handbills extensively circulated throughout the neighborhood of said property, And that in pursuance of said notice, your Trustee aforesaid attended at the premises at Finksburg in Howard County Md. on said 31st day of January aforesaid at the hour of 2 o'clock P.M. and then and there offered said Real Estate, at Public Auction to the highest bidder, on the terms as prescribed by said Decree as follows, to wit, Your Trustee offered the said property as an entirety and then & there received bids on the same, and offered the same in three separate parcels, but the three separate offers did not in the aggregate amount to the sum offered for the same in the entirety whereupon your Trustee again offered the said Real Estate as advertised for sale, viz. said Lot of ground & premises of land more or less, and announced in person and through the Auctioneer Charles R. Matthews Esq that the

said real estate would be sold to the highest bidder, and that on said 31st day of January A.D. 1894, upon said premises the said trustee sell the same unto Jacob L. Stockdale of Uniontown Carroll County Maryland, for the sum of One thousand and fifty dollars he being the said and there the highest bidder therefor, and the said purchaser has given his promissory notes for deferred payments, and fully complied with the terms of sale of said property, all of which is respectfully submitted.

Geo. L. Stockdale. George L. Stockdale

Solicitor Trustee.

State of Maryland Howard County to wit:

I hereby certify that on this 21st day of February in the year eighteen hundred and ninety four before me the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid personally appeared George L. Stockdale Trustee named in the foregoing report of sale, and made oath upon the Holy Evangelist of Almighty God that the matters and things set forth in this report are true as therein stated, and that the sale therein reported was fairly made

Gustavus N. Brashears Justice of the Peace.

Order nisi on Sale.

No 3210 Equity.

S. Arthur Kemp Father and Next Friend &c Complaintiff

vs

Luther T. Kemp and others Defendants

In the Circuit Court for Howard County in Equity.

Ordered this 21st day of February, A.D. 1894, by the Circuit Court for Howard County that the sales of the Real Estate mentioned in these proceedings made and reported by George L. Stockdale, Trustee aforesaid by a decree of this Court, to make said sale, be ratified, and confirmed unless cause to the contrary thereof be shown on or before the 5 day of March next, provided a copy of this order be inserted in some newspaper published in Howard County once in each of three successive weeks before the 26 day of February next. The report states the amount of said sale to be $1050.00

Benj. F. Crouse, Clerk,

Order ratifying Sale &c

No 3210 Equity.

S. Arthur Kemp Father and Next Friend &c Complaintiff

vs

Luther T. Kemp and others Defendants.

In the Circuit Court for Howard County in Equity.

Ordered this 5th day of March in the year eighteen hundred and ninety four, that the sale made and reported by George L. Stockdale Trustee in the above entitled cause be finally ratified and confirmed no cause having been shown to the contrary thereof although notice aforesaid to have been

given in conformity with the Order as it should be passed in this Cause, the said Cause is referred to the Auditor to state an account of the Trust and following to the Trustee the usual commissions and expenses on the production of Vouchers for same,

Charles B. Roberts,

Petition of Trustee to receive Purchase money

No 3210 Equity.

S. Arthur Kemp Esther
Plaintiff
vs
Esther V. Kemp
et al Defts.

In the Circuit Court for
Caswell County in Equity.
To the Honorable the Judges of said Court.

This the Petition of George L. Stockdale
Trustee in the above entitled Cause, respectfully shows
unto your Honorable Court,

1st That on the 31st day of January A.D. 1894, he sold all the Real Estate in
this Cause decreed to be sold, unto said G. L. Stockdale agreed for the
sum of one thousand and fifty dollars, and the said purchaser has
complied with the terms of said sale, and the same has been duly
reported and confirmed by your Honorable Court,

2nd That the said purchaser aforesaid desires to pay all the purchase
money in cash for said land, and your Petitioner is desirous
of receiving the same, and close up the said estate, and that it will
be to the interest and advantage of all the parties interested in this cause
that leave be granted your Petitioner to receive the same, whereby the
incumbered lien (Mortgage) can be paid off in full, and the surplus
(the trust fund) lay idle in the Bank for the year or more and become
due and interested in the simple form, and your Petitioner will
ever pray,

Geo. L. Stockdale

Geo. L. Stockdale Esq for Trustee Petitioner

Trustee Petitioner

On the foregoing Petition it is ordered this 19 day of
March A.D. 1894, that leave is hereby granted George L. Stock-
dale Trustee and Petitioner in this Cause to receive the pur-
chase money of the purchaser money in this Cause, subject to
the further order of this Court when the Trustee shall have
been stated,

Charles B. Roberts,

Auditor.

No 3210 Equity.

S. Arthur Kemp Esther
and others Plaintiff
vs
Esther V. Kemp and others
Defendants.

In the Circuit Court for Caswell
County in Equity.
To the Honorable the Judges
of the Circuit Court for Caswell County.
Sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your
Honorable Court, passed in this Cause, he appointed the 8th day of
the Cause, and therefore stated the following account as follows.

He first made the Statement of Mortgage Claim which is herewith

filed. He then charged the Trustee with all the Trust Funds in his hands and thereof allowed him his Commissions and expenses, and all costs properly allowed. He then distributed the sum of $777.81 to Elizabeth R. Shipley Mortgagee in payment in full of the Mortgage Claim debt and interest, which appears by the Statement of Mortgage claim herewith filed. He then distributed the sum of $51.75 to Arthur Kemp, in lieu of his life estate in the Real Estate, sold by the Trustee in this cause. The balance of Trust Fund then left in the sum of $177.63 he distributed among the children and heirs at Law of Frances E. Kemp, deceased Intestate, share and share alike,

All of which is respectfully submitted,

1894, March 20th. Jno. J. Baumgartner, Auditor.

The Real Estate of Frances E. Kemp, deceased

In account with George L. Stockdale, Trustee,

Debtor,

1894, January 31st.	By Sale of Real Estate, then made by the Trustee to George L. Stockdale as appears by his Report of Sale, filed in this Cause, February 1st 1894, amounting to the sum of	$1050,00
	By amount of Interest received by the Trustee as appears by his second or Supplemental Report filed in this Cause, March 1st 1894, the sum of	5,80
	Amount of Trust Fund	$1055,80

Credit,

	To the Trustee for his Commissions,	$ 59,25
	To the Trustee to pay Vaudeford Bro. for printing per Voucher No 1 filed,	10,50
	To the Trustee to pay Edward Kessler for printing per Voucher No 2 filed,	2,25
	To the Trustee to pay R. Charles Matthews, for Auctioneering Sale, per Voucher No 3 filed,	7,50
	To the Trustee to pay John G. Hoffman Collector Sales for 1892 & 1893, per Vouchers Nos 4 & 5 filed,	10,16
	To the Trustee to pay George L. Stockdale, Solicitor for professional services rendered, per Voucher No 6 filed,	40,00
	Costs & taxed testimony.	
	To Michael E. Walsh Examiner	4,00
	To S. Arthur Keyser Witness	1,75
	To Robert L. Shipley "	1,75
	To Robert L. Shipley Guardian ad litem.	4,00
	Costs to be paid by the Clerk.	
	To George L. Stockdale Solicitor appearance fee.	10,00
	To Levy J. Crouse Clerk	39,75
	To Elias B. Dorsey Sheriff	2,70

To Publication Order nisi on this Account,		1.	50
To Jos. S. Baumgartner, Auditor, Examination of Papers, Making Statement of Mortgage Claim, Stating this Account, & Amount of Expenses,		13.	50
		$ 208.	61
To Elizabeth R. Shipley Mortgagee in payment in full of her Mortgage Claim debt and interest, which appears by the Statement of Mortgage Claim herein filed this date,		717.	81
To S. Luther Kemp, in lieu of his Life estate in the Real Estate sold by the Trustee this date,		51.	75
Balance for distribution,		77.	63
Amount of Sales Reed.		$ 1055.	80
Balance for distribution,		$ 77.	63
and distributed among the Children and Heirs at law of said Frances E. Kemp, deceased intestate, share and share alike as follows,			
To Luther S. Kemp, a daughter and Heir at law of said Intestate	1/3	$ 25.	87 1/3
To Herbert A. Kemp a Son and Heir at law of said Intestate,	1/3	25.	87 1/3
To John L. Kemp, a Son and Heir at law of said Intestate	1/3,	25.	87 1/3
		$ 77.	63
		$ 77.	63

Order nisi sic ou Auditor.

No 3210 Equity,

Luther S. Kemp Father and Next Friend of Plaintiff

vs

Luther S. Kemp and others, Defendants

Carroll County, to wit: Ordered this 22nd day of March A.D. 1894, that the Account & the Report of Auditor filed in this Cause, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 9th day of April next; provided a copy of this Order be inserted in some newspaper published in Carroll County, once in each of two successive weeks before the last named day.

Benj. S. Crouse, Clerk,

True Copy Certificate.

Westminster, Md. April 9th 1894.

We hereby certify that the annexed Order nisi on Auditor's Report was published for two successive weeks prior to the 9th day of April 1894, in The Democratic Advocate, a newspaper published in Carroll County, Md.

Vandeford Bros.

Editors and Publishers.

Order ratifying Auditor,

S. Arthur Kemp. Father
and next friend Petitioner
Against
Luther V. Kemp et al
Defendants

No 3210 Equity.
In the Circuit Court for Carroll
County.

Ordered this 14th day of April in the year eighteen hundred and ninety four. By the Circuit Court for Carroll County, sitting as a Court of Equity, that the Account of the Auditor filed in this cause, be and the same is hereby finally ratified and confirmed. no cause to the contrary having been shown, although notice appears to have been given and published as required by the last preceding Order in this Cause, The Trustee is directed to pay over the Trust funds in his hands to the parties entitled, according to said Audit.

Charles B. Roberts.

Recorded Oct. 7th 1898.
By Order Jas. H. Billingslea, Clerk.

Maryland Ser.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the first monday of March (it being the day of the same month) in the year of our Lord One thousand eight hundred and Ninety three,

Were Present,

The Hon. Charles B. Roberts Chief Judge,

Albert A. Dorsey, Esq. Sheriff,

Benj. F. Crouse, Clerk,

among other work the following proceedings Viz:

Be it remembered that heretofore Viz: on the 13th day of October A.D. 1892, Isaiah Stear, by James A. Byrd, Esq his Attorney, Came here into Court, sitting as a Court of Equity, and files his Bill of Complaint, which aforesaid is in words as follows Viz:

Isaiah Stear, Plaintiff,

vs

Sarah E. Crouse, David Crouse, her husband, Sarilla E. Koontz, Levi E. Stear, George W. Stear, Mary Stear his wife and Amos Stear and James Kelley Defendants

No 3097 Equity.

In the Circuit Court for Carroll County

To the Honorable the Judges of said Court

Your Orator Complaining says:

1. That heretofore Viz: in the month of May 1892, a certain Elias Stear late of Carroll County Maryland, departed this life in said County intestate, leaving seized and possessed in his lifetime, and at the time of his death in fee, of the two following parcels of land lying and being in Carroll County aforesaid, containing 107½ acres of land more or less, and described in the deeds herewith filed marked Exhibits No 1 & 2, which are prayed to be taken and considered as part hereof

2. That said deceased, in his lifetime acquired an interest by purchase from a certain James Kelly, of the State of Pennsylvania in and to the real estate, mentioned and described in the certified copy of deed herewith filed, marked Exhibit 6, That said interest consists of an equitable title in and to said land by reason of the payment of part of the purchase money thereof, leaving due and unpaid to said Vendor Kelly, the sum of $ 13.00 with interest from June 21 1890 being the bill as per part of said purchase money,

3. That said intestate left surviving him, the following children and heirs at law, John Orator, a son, Sarah E. a daughter wife of David Crouse, Sarilla E. Koontz, a daughter, widow of Alonzo Koontz, Levi E. Stear, George W. Stear, a son of the intermarried with the defendant Mary, and Amos Stear, a son, all of Carroll County, Maryland, the defendants herein and all adults over twenty one years,

4, That said deceased left inconsiderable personal property not sufficient for the payment of his funeral charges and expenses,
5, That letters of administration thereon were committed by the Orphans Court of Cardell County Maryland, to your Orator as appears from letters of administration hereto filed marked Exhibit A. That your Orator has acted and qualified as such administrator and has returned to the said Orphans Court, the appraised value thereof amounting to £75.2s. for which he will account,
6, That after accounting for said personal estate as aforesaid there will exist a large deficiency of said estate as will appear from the Registers Statement herewith filed marked Exhibit B
7, That said deceased was in his lifetime indebted unto your Orator in the sum of £38.3 upon an open account, herewith filed, marked Exhibit C, and was also indebted upon a Judgment to Benjamin Bantz, now assigned to your Orator for $80, with interest thereon, as shown by a certified Copy thereof, herewith filed marked Exhibit D,
That this Bill is filed in behalf of all the Creditors of said deceased who will come in and contribute to the expenses of this suit,
To the end therefore that said Real Estate, or so much thereof as may be necessary for the purpose, may be decreed to be sold, for the payment of so much of the aforesaid debts as may remain unsatisfied by the application of the personal estate as aforesaid, and that your Orator may have such further or other relief as his case may require May it please your Honor to grant unto your Orator the Writs of Subpoena against the said Jacob E. Krause, Sarah Krause her husband, Orilla E. Koontz, Levi H. Stear, George W. Stear, Mary Stear his wife, and Amos Stear, all of Carroll County, Maryland, and James Kelly of Adams County, State of Pennsylvania, commanding them & each of them in this Court, at some certain day to be therein named, to answer the premises and abide by and perform such decree as may be passed therein, And in duty bound &c,

Jas. A. G. Boyd. Solicitor for Plaintiff.

Exhibit A.

Levi Harner } Deed to } Elias Ster

This Indenture made this twenty seventh day of February in the year of our Lord One thousand eight hundred and fifty nine, between Levi Harner, of Liberty Township, Adams County, in the State of Pennsylvania of the first part, and Elias Ster, of Frederick District, Carroll County in the State of Maryland of the second part, Witnesseth, that the said Levi Harner, for and in consideration of the sum of One hundred and fifty seven dollars and fifty cents $157.50 lawful money of U.S. of which said sum is hereby well and truly paid by the said Elias Ster, at and before the ensealing and delivery hereof, the receipt whereof he does hereby acknowledge and therewith being fully satisfied, has granted bargained and sold, aliened

and confirmed and by these presents doth fully freely and absolutely grant bargain and sell alien enfeoff and confirm unto the said Elias Ster, his heirs and assigns all that the hereafter described tract or parcel of land, situate lying and being in Frs's district Carroll County in the State of Maryland, and bounded as follows viz; Beginning at a stone heretofore planted, on a line of other lands of the said Elias Ster, thence by the same, South four degrees, East (Magnetic Variation 3° West) seventeen perches to another stone on the same line thence by the Schoolhouse land, North seventy degrees, East eight perches to a stone thence by land of Jesse Reindollar South three degrees and three quarts, West two perches and five tenths to a stone, North eighty eight degrees and a half, East thirty three perches and five tenths to a stone thence by the land of the said Levi Kramer South seventy degrees and a half East sixteen perches and two tenths to a post, thence by the same, South seventy six degrees and a half, West thirty three perches and five tenths to a stone the place of beginning Containing three acres and eighty perches of land as above described, It being part of the "Resurvey on Tom Rubs" and owned by the Party of the first part by good legal conveyances and assurances in the law, Saving and excepting a certain lot heretofore sold to Benjamin Bish (with the privilege of his wife) by their Indenture dated May the fourth one thousand eight hundred and sixty seven, And Saving and excepting the above mentioned Levi Kramer's family Lot, to be and remain his heirs and assigns forever, said Indenture being recorded amongst the Land Records of the County of Carroll State of Maryland in Liber W. D. M. K No 34 folio 308 &c. reference being had to the same, Together with all and singular the buildings and improvements thereon made or erected, profits, commodities advantages, and appurtenances and appurtenances whatsoever to the said described tract or parcel of land belonging, or in anywise appertaining and the reversions, remainders, rents issues and profits thereof; Also all the estate, right, title, interest, use, possession, property claim and demand whatsoever of him the said Levi Kramer, in law and in Equity, or otherwise howsoever, of in to or out of the same, To have and to hold the said three acres and eighty perches of land as above described and the premises hereby granted, mentioned or intended so to be, with the appurtenances unto the aforesaid Elias Ster, his heirs and assigns forever, to his and their proper use benefit and behoof. And to and for no other uses intents or purposes whatsoever, And the said Levi Kramer, for himself and his heirs does covenant, promise grant and agree to and with the said Elias Ster, his heirs and assigns by these presents, That he the said Levi Kramer and his heirs the above described tract or parcel of land, hereby granted bargained and sold with the appurtenances unto the said Elias Ster, his heirs and assigns against him the said Levi Kramer and his heirs and against all and every other person or persons whomsoever legally claiming or to claim the same or any part thereof, shall and will warrant and forever defend. In testimony whereof the said Levi Kramer has hereunto set his hand and affixed his seal this day and year first above written,

Signed Sealed and delivered in the presence of John Maus

Levi Hamer (L.S.)

Received on the day of the date of the above Indenture of the therein named Elias Stear, the sum of One hundred fifty seven dollars, and fifty cents, in full for the consideration money above mentioned.

Carroll County S.S.

Be it remembered, that on the twenty seventh day of February, Anno Domini one thousand eight hundred and eighty nine, before me the subscriber one of the Peace in and for the said County, personally appeared the above named Levi Hamer, and acknowledged the above Indenture to be his act and deed to the intent that as such the same might be recorded according to law. Witness my hand and seal the day and year last above written.

John Maus J.P.

Exhibit B, Is the Original of a deed from Jacob Stoner & wife to Elias Stear dated August 12th 1854, and recorded among the Land Records of Carroll County in Liber W.G.N. No 29 folio 430 &c,

Exhibit C, Is a Copy of a deed from Elizabeth Kershner to James Kelly dated April 2nd 1877, and recorded among the Land Records of Carroll County in Liber D.J.S. No 79 folio 160 &c,

Exhibit D, Is a Copy of the Exemplification of Letters Administration, of the Personal Estate of Elias Stear dec'd, granted to Isaiah Stear, admr June 7th 1892,

Exhibit E, Is a Certificate of Register of Wills of Carroll County, showing a deficiency of the personal estate of Elias Stear dec'd to be (worthless expenses of administration &c — $197.57

Exhibit F, Is an Account of Isaiah Stear against Elias Stear dec'd for the sum of $150.00

Exhibit G, Is a Copy of a Judgment from Elias Stear to Thomas Parker, dated May 11th 1889 for $100.00 with Interest $7.50 costs & assigned to Isaiah Stear Aug 21st 1892, as appears on Judgment Record No 10 folio 227,

Defendants Answer.

No 3097 Equity.

Isaiah Stair
Plaintiff

vs

Sarah E. Krouse, David Krouse her husband, Amelia Hoover, Levi H. Stair, George W. Stair, Manzo Stair, his wife Laura Stair & Jas. Kelly
Defendants

In the Circuit Court for Carroll County.

To the Honorable the Judges of said Court.

These Defendants, admit the matters and things, stated in the Bill of Complaint of the plaintiff Isaiah Stair to be true as therein stated, Saving, Consent to the passage of a decree as prayed in said Bill for the sale of the Real Estate of said Elias Stear,

Sarah E. Krouse
David Krouse

Witness.
William Bowers,

25 x 10
32 x 10
25 x 10

Emanuel Steudz.
Abraham Koontz
Reuben K. Hess.
J. Augustus Wenner
Jno. T. Leffenbaugh Jas H
Mary Stair

Sarilla E. Koontz
Levi K. Stair
George W. Stair
Amos Stair
Jas N. Kelly.
Mary her X Stair mark

Decree

Isaiah Stair
vs
Sarah E. Krause
&
others

In the Circuit Court for Carroll County.
Sitting as a Court of Equity.
No 3097 Equity.

The above cause standing ready for hearing and being submitted on the Bill Answers and all other proceedings done by the Court read and considered,

It is thereupon this 29 day of October in the year eighteen hundred and sixty two by the Circuit Court for Carroll County sitting as a Court of Equity, Adjudged Ordered and decreed that the Real Estate mentioned in proceedings be sold and that Lewis Stair of Carroll County State of Maryland, be and he is hereby appointed Trustee to make said sale, and that his proceedings in the manner of his proceedings shall be as follows. He shall previous to the Clerk of this Court a bond in the State of Maryland, penalty, with security to be approved by this Court or by the Clerk thereof in the penalty of fifteen hundred dollars conditioned for the faithful performance of the trust reposed in him by this decree, & to be reposed in him by any future decree or order in the premises. He shall then proceed to make the said sale having given at least three weeks notice by advertisement inserted in some Newspaper published in Carroll County, and by such other modes as he shall think proper, of the time, place, and terms of sale which shall be as follows, to wit One third part of the purchase money shall be paid by the purchaser or purchasers to the Trustee on the day of sale & the residue shall be paid in two equal payments, the one to be paid in six months, and the other in one year from the day of sale with interest and to be secured by the Notes of the purchasers or purchasers with security to be approved of by the Trustee, & as soon as may be convenient after any such sale or sales the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale, and on obtaining the Courts ratification of the sale, and on the payment of the whole purchase money, (and not before) the said Trustee, shall by a good and sufficient deed to be executed acknowledged and recorded according to law, convey to the purchaser or purchasers his her or their heirs the property and estate so him her or them sold, free, clear and discharged from all claims

of the parties hereto. Complainant and defendants, and those claiming by from or under them or either of them, And the said Trustee, shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the Costs of this suit, the expenses of said sale and such Commission to the said Trustee, as this Court shall think proper to allow in consideration of the skill attention and fidelity wherewith he shall appear to have discharged his trust. And at the time of advertising said sale, the Trustee is directed to give notice to the Creditors of the said Elias Stear deceased, to file their claims with the vouchers thereof with the Clerk of the said Court within two months from the day of sale,

Charles B. Roberts,

Trustees Bond.

Know all men by these presents that we Isaiah Stear and Jesse Hauff, of Dorchester County in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of fifteen hundred dollars, current money, to be paid to the said State of Maryland or its certain Attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 29 day of October in the year of our Lord one thousand eight hundred and ninety two. Whereas by a decree of the Circuit Court for Dorchester County as a Court of Equity, bearing date the 29 day of October in the year eighteen hundred and ninety two and passed in a cause in the said Court wherein Isaiah Stear is Complainant and Sarah E. Crouse et als are defendants the above bound Isaiah Stear, was been appointed Trustee to make sale of certain Real Estate, in the proceedings in said Cause mentioned

Now the Condition of the above Obligation is such that if the above bound, Isaiah Stear, do and shall well and faithfully perform the Trust reposed in him by said decree or that may be imposed in him by any further decree or Order of said Court in the premises, then the above obligation to be void and of no effect otherwise to remain in full force and virtue in law,

Signed Sealed and delivered
in the presence of Jas. A. Bond
to the Clerk of the Circuit Court for Dorchester County.

Isaiah Stear (L.S.)
Jesse Hauff (L.S.)

I hereby certify that the security in the above Bond is satisfactory to me personally and I approved

Jas. A. Bond Solicitor for Complainants.

The above Bond is approved this 31st day of Dec. 1892.

Levi D. Crouse Clerk.

Report of Sale
In the Circuit Court for
Dorchester County in Equity.
No 3097 Equity.

Isaiah Stear
vs
Sarah E. Crouse et als

To the Honorable the Judges of the Circuit Court for Carroll County in Equity.

Isaiah Stair of Carroll County Maryland, Trustee appointed by the decree passed in this cause to make sale of the Real Estate therein mentioned, shows that after giving bond with security for the faithful discharge of the trust as required by said decree, and giving notice of the time place manner and terms of sale, by advertisement in the Democratic Advocate, a paper printed in Carroll County, once a week for four successive weeks before the day of sale, and by handbills extensively circulated throughout said County, he did summon and duly attend on the premises on Saturday, the third day of December, in the year eighteen hundred and ninety two, at 1 o'clock P.M. said place and there proceed to sell said property. In the first place your Trustee offered the parcel of property containing 10½ acres of land more or less, mentioned in said advertisement, which is herein annexed marked Exhibit No. and sold the same at public sale, to David Bowse at and for three hundred and eighty dollars, he being there and there the highest bidder therefor. That said lot was sold on the terms prescribed by the decree, in said Cause and set out in said advertisement.

In the next place your Trustee sold to Henry J. Messinger, all the right title interest and estate, of the said Elias Stair, deceased, in and to that lot advertised in said Exhibit No. containing 1 Acre 1 rood & 10 perches of land more or less, at & for $20. he being there and there the highest bidder therefor. That said Messinger purchased said interest on the terms mentioned & prescribed by the decree and said advertisement.

Isaiah Stair Trustee,

State of Maryland, Carroll County Sct.

On this eleventh day of December, eighteen hundred and ninety two, personally appeared before me, a Justice of the Peace of the State of Maryland in and for Carroll County, Isaiah Stair, Trustee named in the above report of sale and made oath in due form of law that the matters and things stated, in the foregoing report are true to the best of his knowledge and belief and that the sales were duly made,

J. Wm. Burkhart, Justice of the Peace.

Ordered nisi &c &c

Isaiah Stair
vs
Sarah E. Bruce
et ux

In the Circuit Court for Carroll County,
No 3097 Eq.

Ordered that the sale of the property mentioned in these proceedings made and reported by Isaiah Stair Trustee be ratified and confirmed unless cause to the contrary thereof be shown on or before the 9th day of January 1893. Provided a copy of this order be inserted in some newspaper printed in Carroll County once in each of three successive weeks before the 2nd day of January 1893

The report states the amount of sales to be $400.00

Test: R. Bruce, Clerk.

Trustees Certificate.

Westminster Md. January 9th 1893

We hereby certify that the annexed Order of Sale was published once in each of three successive weeks prior to the second day of January, 1893 in The Democratic Advocate, a newspaper published in Carroll County Md.

Vandeford Bros. Editors and Publishers,

Order ratifying Sale

Isaiah Stair
vs
Sarah E. Krouse et al

In the Circuit Court for Carroll County.
In Equity.

Ordered by the Court this fourteenth day of January, 1893, that the sales made and reported by the Trustee aforesaid, be and the same is hereby finally ratified and confirmed in cause to the contrary hearing day shown, although due notice thereof have been given as required by the Order in this cause, and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Charles B. Roberts,

Auditor.

Isaiah Stair
vs
Sarah E. Krouse et al

No 3097 Equity.
In the Circuit Court for Carroll County, in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court passed in this cause, he examined the papers filed in the cause and therein stated the within account as follows. He first made the "Statement of Proposed claims" then made the "State ment of Unproposed Claims" which statements are herewith filed.

He then charged the Trustee with all the purchase money notes bonds and interest allowed him his commissions and expenses and all costs proper to be allowed. He then distributed the sum of $105.28 to James Tilley in payment in full of his claim, debt and interest, which appears by Claim No. in Statement of Proposed claims herewith filed. He then distributed the sum of $130.72 to Isaiah Stair assignee of Thomas Parker, in payment in full of his Judgment claim debt interest and costs, which appears by Claim No 2, in Statement of Proposed claims herewith filed. The balance of purchase money then left to wit: $98.40 he distributed among the creditors of Elias Stair the deceased Intestate in proportion to their claims appearing by the Statement of Unproposed Claims herewith filed, at the rate of .52.5696 cents in the dollar. Further reports that at the time of advertising the real estate for sale the Trustee gave notice to the Creditors of said Elias Stair deceased Intestate to file their claims duly proven and authenticated with the Clerk of the Circuit Court for Carroll County, which notice has expired, all of which is respectfully submitted.

1893 March 24th

Jno. J. Lecompte Auditor.

The Real Estate of Elias Stair deceased
In Account with Isaiah Stair Trustee,

Debtor.

1892. December 3rd By Sale of the Real Estate thus made by the Trustee, as appears by his report filed in this cause December 7 1892 Viz:	$ 380.	00
1892 December 3rd By Sale thus made by the Trustee to Henry G Messinger of all the right title interest and estate of the said Elias Stair deceased, in and to that lot of land which he purchased in his lifetime from James Kelly of the State of Pennsylvania as appears by this report filed in this Cause December 7 1892, the sum of.	20.	00
	$ 400.	00

Amount of Sales.

Credit.

To the Trustee for his Commissions.	$ 27.	00
To the Trustee to pay Vandeford Bro's. for printing, per Voucher No 1 filed.	14.	25
To the Trustee to pay J. Wm Earhart. for auctioneering Sales, per Voucher No 2 filed.	5.	00
To the Trustee to pay James & C. Bond. Solicitor for professional services rendered, per Voucher No 3 filed.	50.	00
Costs as taxed by the Clerk.		
To James & C. Bond. Solicitor Appearance &c.	10.	00
To Benj. F. Crouse. Clerk,	29.	00
To Delbert A. Boner. Sheriff.	3.	60
To George M. Parke. Register.	1.	75
To Publication Order &c &c. on this Account.	1.	50
To Jno. Baumgartner Auditor. Examination of papers. Making Statement of Preferred Claims, Making Statement of Unpreferred Claims stating this Account,	13.	50
Amount of Expenses	$ 155.	60
To James Kelly in payment in full of his claim. debt and interest which appears by Claim No 1. in Statement of Preferred Claims hereto filed the sum of.	15.	28
To Isaiah Stair assignee of Thomas Clarke, in payment in full of his Judgment Claim debt interest and costs which appears by Claim No 2 in Statement of Preferred Claims hereto filed the sum of.	130.	72
Balance for distribution.	98.	40
Amount of Sales.	$ 400.	00
Balance for distribution Brought forward.	$ 98.	40

And distributed among the Creditors of said Elias Stair deceased Intestate. whose Claims appearing the Statement of Unpreferred Claims hereto filed for the sum of $2,5796. cents in the dollar.

No	Names of Creditors	Amt of Claim		Dividend			
1.	Isaiah Starr on his Claim of	$ 153.	50	$ 80.	69		
2.	John Bangson on his Claim of	8.	51	4.	37		
3.	Simon Ramsay on his Claim of	2.	50	1.	32		
4	Emanuel Stamp. on his Claim of	8.	37	4.	40		
5.	David Messinger on his Claim of	5.	75	3.	02		
6	Do S. B. Weaver on his Claim of	8.	75	4.	60	++	++
		$ 187.	18	$ 98.	40	$ 98.	40

Order nisi on Auditor,

Isaiah Starr
vs
Sarah E. Lemmerman } Carroll County,
No 3697 Equity,
In the Circuit Court for

Ordered this 24 day of March A.D. 1893. That the account of the Auditor filed in this Cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 10 day of April next; provided a copy of this Order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County,

Benj. F. Crouse. Clerk,

Trustees Certificate,

Westminster Md. April 11 1893.

We hereby certify that the annexed Order nisi in our Cause was published for two successive weeks prior to the 10 day of April 1893. in The Democratic Advocate a newspaper published in Carroll County Md.

Vandeford Bros.
Editors and Publishers.

Order ratifying Audit,

Ordered this 11 day of April A.D. 1893, that the aforegoing account of the Auditor be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown. And that the costs be paid in accordance with the aforesaid Order nisi, the Trustee is directed to pay out the said funds in accordance therewith.

Charles B. Roberts,
Judge.

1893. April 11 Recorded

Per Jno. H. Billingslea.
Clerk,

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the City of Westminster in Carroll County, in the State of Maryland, on the first Monday of May (it being the 2nd day of the same Month) in the year of our Lord One thousand eight hundred and ninety four.

Present.

The Hon. Charles B. Roberts. Chief Judge.

Elias B. Arnold Esq. Sheriff.

Benj. F. Crouse. Clerk.

Among other work the following proceedings Docit.

Be it remembered that heretofore Docit. On the 17th day of September A.D. 1892, Joseph Hedberg, by Jos. M. Cole Esq. his Solicitor, comes here into Court, sitting as a Court of Equity, and files his Bill of Complaint, which is in the words and figures following Docit.

Joseph Hedberg

Plaintiff

vs

Benjamin H. Eckle, widow.
William H. Eckle, Adela A. Eckle, Emma C. Eckle, Mary Viola Eckle, Clarence E. Eckle, Jesse Eckle & Jeremiah Eckle Jr. heirs at law of Jeremiah Eckle late of Carroll County deceased. Martha A. Devilbiss & Amos Devilbiss her husband Mortgagee & Defendants.

No 3093 Equity.

To the Circuit Court for Carroll County sitting as Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Bill of Complaint of Joseph Hedberg of Carroll County, Maryland, who sues as well for himself as for all other Creditors of Jeremiah Eckle late of Carroll County deceased, who shall come in and contribute to the expenses of this suit, and who sues also on the behalf of the Widow and Administratrix of said deceased in this cause, for the benefit of the estate and heirs of said deceased, respectfully shows,

1st That the said Jeremiah Eckle, late of said County deceased was in his lifetime and at the time of his death indebted to your Orator Joseph Hedberg, on his single bill for the sum of $ 43.50 dated the 25th day of March 1891, payable one year after date, with interest from date, by which there is endorsed or credited the sum of $ 30.00 paid March 25 1892, leaving still due thereon the sum of $ 13.50 and interest, as will appear from said single bill duly proven, and passed by the Orphans Court, and hereunto filed as part of this Bill marked Exhibit A.

2nd That the said Jeremiah Eckle, being so indebted to your Orator as well as to other Creditors in large sums of money,

departed this life intestate in Carroll County Maryland on the 3rd of July 1892. leaving a small amount of personal property said estate in said County which is now in the hands of Susanna Rebecca Zepp his widow & settlement as administratrix of said intestate, & whom letters of administration on said personal estate were granted by the Orphans Court of said County on the 19th July 1892. upon which said personal estate, when duly administered will be largely insufficient to pay upon bonds said claim and other debts owing by said Intestate at his death as aforesaid.

3rd That said Intestate at his death was seized and possessed of the following Real Estate, situate in Carroll County aforesaid. Containing 27 Acres 3 square perches of land more or less. Reputation & Deed. Those two parcels of land containing together 16 acres of land more or less, as may be seen Carroll Co. Deeds Liber [illegible] folio [illegible] conveyed Jeremiah Zepp by Amos Dutterer and wife by deed dated June 15th 1891. said deed recorded, as aforesaid & prayed said deed herewith filed as part of this Bill, marked Exhibit A.

That the other two parcels of land containing together 11 acres 6 perches more or less situated in Myers District Carroll County, described in deed from David S. Fleming and others to Jeremiah Zepp & said Intestate dated April 3rd 1884 and duly recorded as aforesaid & prayed said deed herewith filed as part of this Bill, marked Exhibit B.

4th That said Jeremiah Zepp at his death left surviving him a widow whose name is Susanna Rebecca Zepp, and four children his only heirs at law & next of kin, a son, named William S. Zepp. born 28 July 1872. three daughters, viz: Adela A. Zepp and Emma A. Zepp twins born Sept. 12 1879, and Mary Viola Zepp born Sept. 6 1887, all of whom are minors under the age of 21 years and reside with said Susanna R. Zepp, their mother in Carroll Co.

5. That the portion of said real estate of which said Intestate died seized, containing 16 acres of land described in said Deed Exhibit B. was and is subject to the preferred lien of a Mortgage deed for $700.00 executed by said Jeremiah Zepp and Susanna R. Zepp. his wife to certain Martha A. Dutterer, wife of Amos Dutterer, Mortgage dated April 18th 1891. and duly recorded, to secure a promissory note of same date, for the sum of $700.00 from said Jeremiah Zepp & said Martha A. Dutterer, Mortgagee payable on or before the 1st day of April 1892. with interest, as will appear on reference to a certified Copy of said Mortgage herewith filed as part of this Bill, marked Exhibit C.

6. That in view of complications existing in this case, the more valuable portion of said real estate described in said Exhibit B. being subject to the preferred lien of said Mortgage which must be first satisfied, the said widow being entitled to dower in all said real estate not covered by said Mortgage, and it being necessary

to sell so much of said real estate, after satisfying said Mortgage claim in full as will raise the amount sufficient to pay all said intestates other debts or so much thereof as may be then unpaid after exhausting said personal estate in payment thereof, it will be necessary, and greatly to the benefit and advantage of the heirs of said estate, who are now all minors, that therefore of said real estate be sold, in this case, after satisfying said Mortgage claim, and residue of the debts and widows claim for dower, (who is understood to be willing to have said land sold clear of her dower) to divide the residue of the proceeds of sale amongst said heirs at law,

7. To the end, therefore, that the defendants hereinafter named, may answer the several matters and things hereinbefore set forth, and the said Mortgage, Notes & Deeds, and record thereof, if any, and any Deeds or writings relating thereto may be produced to set forth under oath the amount and particulars of the said Mortgage claim, and how much thereof is now due and unpaid, that the said Susanna R. Zelp, Administratrix of said Jeremiah Zelp, deceased, may be required to set forth an account of the personal estate of the intestate, and the amount and particulars thereof, so far as the same has been collected by her, and how much thereof after the settlement of her administration remains to be applied to the payment of intestates debts, and to what creditors the same has been paid or distributed and to what amount to each, on their respective claims, and what amount if any, there is applicable to pay debts, arrears in her hands, and that such account may be taken under the direction of your said Court, of the debts of the aforesaid due by your Orator, and of all other debts owing by said Intestate at his death, remaining unsatisfied, or unpaid out of intestates personal estate as aforesaid, and that the aforesaid real estate or so much thereof as may be deemed necessary for the purpose may be decreed to be sold for the payment of said Mortgage claim, and the claims of all other Creditors of said Intestate whose claims are left unsatisfied out of his personal estate as aforesaid and who shall come in and contribute to the expenses hereof, and that your Orator may have such other relief in the premises as Equity allows.

8. May it please your Honorable Court to grant unto your Orator the Writ of Subpoena against the said Susanna R. Zelp, widow and administratrix of said Intestate, against the said Martha A. Sullens, Mortgagee and reputed husband of Amos Sullens, and against the said William G. Zelp, Adelaide Zelp, Emma C. Zelp, and Mary Viola Zelp, all of Carroll County, commanding them and each of them to appear in this Court on some certain day to be therein named and answer the premises and abide by and perform such decree as may be passed therein, which as in duty bound he will ever pray &c.

Jos. M. Parke, Solicitor for Plaintiff.

Exhibit A. Is a single bill dated March 23 1891 from Jeremiah Zepp to Joseph Kellerig for $125.00 payable one year after date, subject to a credit of $30.00 March 25 92.

Exhibit B. Is the original of a Deed from Susan Luttera wife to Jeremiah Zepp dated April 18 1891, & recorded among the Land Records of Carroll County in Liber B.P.C. No 72, folio 525 &c,

Exhibit C. Is the original of a Deed from Fleming & Pasquier Trustees to Jeremiah Zepp dated April 23 1884, & recorded among the Land Records of Carroll County in Liber B. P.C. No 60 folio 353 &c,

Exhibit D. Is a Copy of a Mortgage from Jeremiah Zepp & wife to Susan Luttera dated April 18 1891, & recorded among the Real Estate Mortgage Records of Carroll County in Liber B.P.C. No 37 folio 479 &c,

Answer of Susanna R. Zepp widow & Susan Dasco Real Estate,

Joseph Kellerig
vs
Susanna R. Zepp
widow and others

No 3092 Equity.

In the Circuit Court for Carroll County.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting in Equity.

The answer of Susanna R. Zepp widow of the late of Carroll County to the Bill of Complaint of Joseph Kellerig filed against this respondent and others defendants, in your Honorable Court and Cause exhibited & &c.

This respondent answering thereunto in her private capacity reserves to all the benefits & advantages of exception to the many errors & uncertainties in the said Bill of Complaint contained as to her answer thereto as if she had pleaded or demurred thereto for the same, for answer thereto or to so much thereof as she is advised it is necessary for her to answer, answers & says that she is informed believes & charges that her late husband Jeremiah Zepp late of Carroll County deceased intestate was seized & possessed of the real estate mentioned & described in the said Bill of Complaint & that he died intestate leaving this respondent & the children of the said Jeremiah Zepp deceased & the said Bill of Complaint mentioned & described as his only heirs at law & next of kin & that he left no personal estate whatever except a small amount of household furniture which has been appraised at the sum of Two Hundred & Fifty Dollars ($250.00) & which this respondent has taken possession of & has converted to her own use & has paid the debts of the said deceased & the charges of administration & funeral expenses & has still in her hands a balance of about Fifty Dollars ($50.00) & this respondent further answering says that she is informed believes & charges that the said Jeremiah Zepp deceased died seized & possessed of the real estate mentioned & described in the said Bill of Complaint & that the same is subject to the payment of his debts & that the personal estate of the said deceased is insufficient to pay the debts of the said deceased & that it will be necessary to sell the real estate of the said deceased for the payment of the debts of the said deceased & that the said real estate is not subject to any mortgage or incumbrance except a mortgage for the sum of Two Thousand Dollars ($2000.00) & interest thereon from the 18th day of April 1891 executed by the said deceased to Susan Luttera & that the said mortgage is not due & payable until the 18th day of April 1896 & that the said real estate is not subject to any other mortgage or incumbrance

The answer of Susanna R. Zepp. of Carroll County, as administratrix of Jeremiah Zepp late of said County deceased, to the Bill of Complaint of Joseph Hedrick Complainant against this respondent and others defendants in your said Court in the above cause exhibited &c wit:- This respondent answering thereunto admits that she is the administratrix of Jeremiah Zepp late of Carroll County Md. deceased intestate, and as such has the personal estate of said intestate in her hands for settlement, and that said personal estate is insufficient by a large amount to pay the debts owing by said Intestate at his death, as charged in said Bill of Complainant. She further admits all other matters and facts charged in said Bill of Complainant to be as stated, and that it will be necessary to resort to a sale of Intestates real estate, to make good said deficiency. She admits also that in consequence of the Mortgage claim mentioned in said Bill and hereon claim of dower, it will be to the interest and advantage of the heirs of said Intestate, to sell all said real estate, and divide the residue after payment of debts mortgage, dower claim, Costs Counsel fee and expenses attending there if any be left. As administratrix she will settle said personal estate according to law, and account therefor as required by your said Court in this case. Respectfully &c,

Test; William S. Zepp. Susanna R. Zepp administratrix.

Solicitors of Defendants.

Joseph Hedrick
vs
Susanna R. Zepp. widow
& Adm. of Jeremiah Zepp dec'd
and others

No 3092 Equity.
In the Circuit Court for Carroll County.
To the Honorable the Judges of the Circuit Court for Carroll County. Sitting in Equity.

The joint answer of William S. Zepp, Adela A. Zepp, Emma R. Zepp, and Mary Viola Zepp, infant Defendants in the above cause by Susanna R. Zepp, their Mother and Guardian ad litem to the Bill of Complaint of Joseph Hedrick Complainant against them and others defendants in the above cause in Equity said Court exhibited is respectfully as follows to wit:- These respondents answering thereunto by their said Guardian ad litem say, that they being infants under the age of twenty one years, can neither admit nor deny the allegations in said Bill of Complainant in said Cause, but consent to submit their respective rights in the cause to the care and protection of your said Court, and do submit to an immediate decree in your said Court in said cause.

Dec. 3rd 1893.

Test; Geo. M. Parke. Susanna R. Zepp
Guardian ad litem of said infant defendants.

Solicitors of Martha Deltera Shue

Joseph Hedrick;
vs
Susanna R. Zepp widow.
William S. Zepp et al
Defendants

In the Circuit Court for Carroll County
Sitting in Equity.
No 3092 Equity.

To the Honorable the Judges of the said Court.

The joint and several answer of Martha L. Dutton and Amos Dutton her husband to the Bill of Complaint against them and others in this Cause exhibited Answering say.

1. That they admit the matters and things stated in said Bill of Complaint to be true as therein stated, and they hereby consent to the passage of a Decree for the sale of the Real Estate, as in said Bill prayed. Provided however that this Answer shall in no wise waive the lien created on the part of the said Real Estate in said Bill mentioned by the Mortgage held by the said Martha L. Dutton upon the said Real Estate as described in said Bill of Complaint, except upon the payment by her of all money due under said Mortgage. Having answered all the allegations of said Bill these defendants pray to be hence discharged with all their reasonable costs in this Cause incurred.

And as in duty bound &c,

Oldbaugh & Roberts
Sols for Defts,

Decree,
In the Circuit Court for Carroll County,
Sitting as a Court of Equity,
No 3093,

Joseph Kelbey
vs
Susanna R. Zepp
and others

The above cause standing ready for hearing and being submitted, the Bill answers, evidence and all other proceedings were by the Court read and considered, It is thereupon this twenty second day of October in the year eighteen hundred and ninety two by the Circuit Court for Carroll County, Sitting as a Court of Equity, Adjudged Ordered and decreed. That the Real Estate in the proceedings in this Cause mentioned of which Jeremiah Zepp late of Carroll County died seized and possessed, or such part thereof as may be sufficient to pay the Mortgage Claim therein mentioned and Claim of the Plaintiff filed in this Cause and the Claim of all other creditors of said deceased who will come under the notice hereinafter directed to be given, or so much of said Claims as may be left unsatisfied after full settlement of said intestates personal Estate, and for other purposes in said Bill and Cause mentioned and that Joseph Kelbey of Carroll County be and he is hereby appointed Trustee to make said Sale, and that the Cause and manner of his proceedings shall be as follows, He shall give Bond with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof in the penalty of Four Thousand Four Hundred dollars, conditioned for the faithful performance of the trust reposed in him by this Decree or by the Decree to be passed in this Cause by any future Decree or Order in the premises, He shall then proceed to make the said Sale, having given at least three weeks notice by advertisement inserted in some newspaper published in Carroll County and by such other mode as he shall think proper, of the time, place and terms of sale, which shall

be as follows to wit: One third part of the purchase money, shall be paid by the purchaser or purchasers to the Trustee on the day of sale, or upon the ratification thereof by this Court; and the residue shall be paid in two equal payments, the one to be paid in one year, and the other in two years from the day of sale, with interest, and to be secured by the notes of the purchaser or purchasers, with security to be approved of by the Trustee. And as soon as may be convenient after any such sale or sales, the said Trustee, shall return to this Court a full and particular account of his proceedings relative to such sale, with the affidavit annexed of the truth thereof, and of the fairness of said sale, and of obtaining the best ratification of the sale and on the payment of the whole purchase money (and not before) the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers his her and their heirs the property and estate to him her or them sold free clear and discharged of the widows dower and from all claim of the testators heirs representatives and devisees, and those claiming by from or under them or either of them, and the said Trustee, shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit, the expenses of said sale and such commissions to the said Trustee, as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust. And at the time of advertising said sale, the Trustee is desired to give notice to the creditors of the said Jeremiah Zehr, deceased to file their claims, with the vouchers thereof with the Clerk of the said Court within two months from the day of said sale. And it is also hereby further ordered and decreed, that Susannah K. Zehr administratrix of said Jeremiah Zehr deceased and defendant in this cause, account in this Court for the entire balance or residue of the personal estate of said intestate in her hands after full settlement thereof according to law, after the payment of the debts owing by the said intestate; and show how the same has been distributed and paid to said creditors and to whom and how much to each of them, and the net proceeds of sale of said real estate after the payment of said mortgage claim, widows claim for dower costs and expenses of the case, and the claims of all creditors unsatisfied out of said personal estate, or so much if any as shall be then left, shall be distributed to the children & heirs of said intestate according to their respective rights & interests.

Charles B. Roberts,

Trustee's Bond

Know all men by these presents, that we Joseph Young, Absalom Zehr and Reuben Hedding, of Carroll County, in the State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand four hundred dollars current money, to be paid to the said State of Maryland or its certain Attorney; to which payment well and truly to be made and done we bind ourselves and each of us, our

25×10
32×10
25×10

and each of our heirs, executors and administrators, jointly and severally firmly by these presents, sealed with our seals, and dated this 25 day of October, in the year of our Lord, one thousand eight hundred and ninety two. Whereas by a decree of the Circuit Court for Carroll County as a Court of Equity bearing date the twenty second day of October, in the year eighteen hundred and ninety two and passed in a cause in the said Court wherein Joseph Kellerig is Complainant and Susanna R. Eckels et als are defendants, the above bound Joseph Kellerig has been appointed Trustee to make sale of certain Real Estate in the proceedings in said Cause mentioned, Now the condition of the above obligation is such, that if the above named Joseph Kellerig do and shall well and faithfully perform the trust reposed in him by said decree or that may hereafter be passed in this or any further decree or order of said Court in the premises, then the above obligation to be void and of no effect, otherwise to remain in full force and virtue in law,

Signed Sealed and Delivered
in the presence of
J. E. Clemmahew,

Joseph Kellerig [Seal]
Absalom Zepp [Seal]
Henry C. Kellerig [Seal]

To the Clerk of the Circuit Court for Carroll County.

I hereby certify that the securities in the above Bond are sufficient for the penalty thereof inserted. Jos. M. Parke.
Solicitor for Complainants.

The above Bond is approved this 26 day of October 1892.

Benj. F. Crouse, Clerk,

Trustees Report of Sale.

Joseph Kellerig
vs
Susanna R. Eckels et al

No 3092, Equity,
In the Circuit Court for Carroll County,
To the Honorable the Judges of the Circuit Court for Carroll County sitting in Equity,

The report of Joseph Kellerig, Trustee appointed by Decree of your said Court, in the above cause to sell the Real Estate of the late Jeremiah Eckels deceased respectfully shows, That after having given Bond as directed the duties of said Trust, as required by said Decree and having given at least three weeks previous notice of the time place manner and terms of sale by advertisement inserted in the Century a newspaper published at Westminster in Carroll County and by printed handbills put up in the neighborhood of said property he proceeded to the premises in the town of Mayberry, Carroll County, on Tuesday the 22 day of November 1892, at 1 o'clock P. M. the time and place in said advertisement mentioned, and there and there proceeded to offer at public sale to the highest bidder on the terms aforesaid all that part of the Real Estate of said deceased therein situate, called the Mill property containing 16 acres of land more or less and there and there said property was knocked off by the Petitioner to Susanna R. Eckels deceased's widow as the highest bidder for the sum of $1212.00 dollars she subsequently agreed to be considered as the purchaser. And has not as yet complied with the terms of said sale so that your said Trustee cannot

gor report said sale of said real estate, as sold,
Your Trustee then proceed to sell portion of said real estate on the lands in Myers District Carroll County containing 11 acres 5 perches of land more or less on said 22nd day of November 1892, at 2 o'clock P.M. the time and place in said advertisements mentioned and offered the same there and there to the highest bidder on the terms in said advertisements, and hereinmentioned, viz: 1/3 of purchase money on ratification of sale, 1/3 in one year and 1/3 in two years from the date, with interest from date, and did there and then succeed in selling said last mentioned part of said real estate, to one Eustace George P. Mantz of said County, for the price or sum of $1100. payable on terms aforesaid and on said day gave said purchaser his certificate of purchase under his hand and seal ratifying and confirming his sale and the representatives to comply fully with said terms of sale.

Your Trustee reports that said purchaser desires to pay said purchase money in full on ratification of said sale, and as soon as it can be made to appear that the money can be applied to the payment of deceased's debts, and to advantage of the estate, Your Trustee asks for permission to receive it. Your Trustee states that in advertising said sale he gave notice to the creditors of said deceased, to exhibit their claims as required by said decree, all of which is respectfully reported this 22nd December, 1892.

Test;
Jos. M. Parke Sol.

Joseph Hedberg Trustee,

Maryland, Carroll County Set.

I certify that on this 22 day of December 1892, before the subscriber a Justice of the Peace of the State of Maryland, in and for Carroll County personally came Joseph Hedberg and made oath on the Holy Evangely of Almighty God that the matters and facts contained in his foregoing report as Trustee thereof mentioned, are true as stated to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Gustavus P. Caspari J.P.

Order Nisi on Sale.

Joseph Hedberg
vs
Susanna R. Zepp & others

No 3092 Equity.

In the Circuit Court for Carroll County.

Ordered this 23 day of December 1892 that the sale of the Real Estate in the proceedings in this cause mentioned, by and reported by Joseph Hedberg Trustee, be ratified and confirmed unless cause to the contrary be shown on or before the 23 day of January 1893. Provided a copy of this order be published once a week for three successive weeks before the 16 day of January 1893, in some newspaper published in Carroll County. The report states the sale of a parcel of land 11 acres 5 perches more or less, in Myers District Carroll County sold for $1100.

Benj. F. Crouse, Clerk.

True Copy Certificate,

Office of Democrat Sentinel Westminster Md. January 28th 1893.
This is to certify that the annexed Order No 3092 Equity, was duly published in the Democrat Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of three successive weeks previous to the 16 day of January, 1893.

E. A. Crisfield. Publisher
per John H. Mitten,

Order ratifying Sale

No 3092 Equity

Joseph H. Elwig
vs
Susanna R. Zepp
et als

In the Circuit Court for Carroll County,
Ordered this 28 day of January, 1893. by the Circuit Court for Carroll County, in Equity, That the sale of the Real Estate of Jeremiah Zepp deceased made and reported in this case by Joseph H. Elwig Trustee, be and the same is hereby finally ratified and confirmed unless cause to the contrary thereof be shown on or before the first Monday in March next provided a copy of this order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the 16 day of February next.
The report states the amount of sales to be $1212.00
Chas. B. Roberts.

Report of Sale of Residue of Real Estate.

No 3092 Equity.

Joseph H. Elwig
vs
Susanna R. Zepp
et als

In the Circuit Court for Carroll County.
To the Honorable the Judges of the Circuit Court for Carroll County, sitting in Equity.
The report and further report of Sale of Real Estate made by Joseph H. Elwig Trustee appointed by decree of your Hon. Court in the above cause to sell the Real Estate of the late Jeremiah Zepp deceased, respectfully shows,
That in his report of sale of Real Estate in this cause, dated 23rd 1892, part of said Real Estate was returned as sold to 11 Acres 5 perches more or less, described in said report, and finally ratified in said cause, January 28th 1893. and that the residue of said real estate the Mill property containing 16 Acres of land more or less, situated at Mayberry in Carroll County, was also offered at said sale and knocked off by the auctioneer to the widow Susanna R. Zepp, for $1212.00 who afterwards refused said sale, and refused to comply with the terms of sale thereof by reason whereof your Trustee in his said report reported that said property was then sold,
That your said Trustee after waiting some time for her to comply, as best he could, and the best he could do did procure said residue of real estate at private sale, but could not get any offer therefor equal to the said offer of $1212.00, so he finally concluded to offer the same again at public sale, and after giving at least 3 weeks

notice of the time, place, manner and terms of sale, previous to the sale by advertisement inserted in the Sentinel a newspaper published at Westminster in Carroll County and by hand bills printed and set up extensively in the neighborhood of said property. he did proceed on Friday the 23rd day of February 1894, at 1 Oclock P.M. to the premises at Mayberry in Carroll County. the time and place in said advertisement mentioned, and did there and then proceed to offer said property at private sale to the highest bidder and did there and then sell the same (said residue of said estate, Dan Englar Edward Harper of said County who was the highest bidder as and for the price or sum of One thousand and fifty dollars, on the terms of said decree viz: One third on ratification of sale & in one year and 1/3 in two years from date, with interest from sale, & he reports & that he has taken the bonds & certificate of said purchaser binding him to comply with said terms,

That said purchaser, desiring to pay the whole of said purchase money in cash on the ratification of said sale by your Honorable Court, produces your said Court here present to such ratification of said sale, and the purchaser of that portion of said real estate sold at private sale is also desirous to pay the residue of his purchase money and interest as soon as said ratification is given. and as that will be most advantageous to the creditors of the deceased and all parties interested in enabling your Trustee to make the earliest possible settlement of his said trust, he respectfully prays that on the final ratification of said last sale by your Honor said Court, he may be permitted to receive all said purchase money in case from said purchasers and to convey said real estate to said purchasers, respectively somewhat allowed by the terms of said decree, and that said case may be referred to the Auditor of your said Court, to state an account of said trust funds, at the earliest date possible thereafter, all which is respectfully submitted this 27 day of February 1894.

Tesi: Jos. M. Parke, Solicitor. Joseph Hellwig Trustee.

State of Maryland Carroll County to wit

I hereby certify that on this 27 day of February, 1894, before the subscriber a Justice of the Peace of the State of Maryland, in and for Carroll County, personally appeared Joseph Hellwig and made oath on the Holy Evangels of Almighty God that the matters and facts contained in his aforegoing report, so far as the same mentioned are just and true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

William Moore, J.P.

Order Nisi on Sale.

Joseph Hellwig
vs
Susanna R. Zepp
et als

No. 3092 Equity.

In the Circuit Court for Carroll County.

Ordered this 27 day of February 1894 that the sale of the residue of the Real Estate of Jeremiah Zepp deceased in the proceedings in this cause mentioned and this day reported to said Court by Joseph Hellwig Trustee in said Cause, be ratified and confirmed

unless cause to the contrary be shown on or before the 31st day of March 1894. Provided a copy of this Order, be published once a week, in each of three successive weeks before the 24 day of March 1894, in some newspaper published at Westminster in said Carroll County. The report states the sale, 16 acres of land, more or less with the improvements at Mayberry in Carroll County for the sum of $105.00

Jno. B. Crouse, Clerk,

Printer's Certificate.

Office of Democratic Advocate. Westminster Md. March 31st 1894.

This is to certify that the annexed Order nisi on sale, has been published in the Democratic Advocate a newspaper printed and published at Westminster Carroll County Md. once a week in each of three successive weeks previous to the 24 day of March 1894.

E. J. Stephens. Publisher
per J. H. Miller,

Order ratifying Sale.

Joseph Kelley
vs
Susanna R. Zepp
Heirs

No 3092 Eq. suit.

In the Circuit Court for
Carroll County.

Ordered this 2nd day of April, 1894, by the Circuit Court for Carroll County, sitting in Equity that the sale of the residue of the Real Estate, of the late Jeremiah Zepp deceased made by Joseph Kelley Trustee, and mentioned in his second and supplemental Report and Account filed in this cause, be and is hereby finally ratified and confirmed, no cause to the contrary having been shown although notice of said Report & Account has been given, and published as required by the last preceding order in this Cause, and the said Cause is hereby referred to the Auditor of this Court, with directions to state the Account of the Trustee with the proceeds in the case, in the hands of the Trustee, allowing him the usual Commissions, and all costs and expenses in the case, not to be allowed on producing the Vouchers therefor, and report the same to this Court, for its further action, and it is also hereby further ordered and decreed that said Trustee be allowed to receive from the purchasers the unpaid proceeds of purchase money and interest due from them respectively and to carry the same to them when paid, or sooner than allowed in the decree in this Cause, as prayed for the Trustee 2nd Report & State.

Charles B. Roberts.

Audit.

Joseph Kelley
vs
Susanna R. Zepp
and others

No 3092 Equity.

In the Circuit Court for Carroll County in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the order of

your Honorable Court, passed in this cause, he examined the papers filed in the cause and thereupon stated the within account as follows,

He first made the "Statement of Mortgage Claim" then made the "Statement of Unforeseen Claims" which Statements are now on file, He then charges the Trustee with all the Trust Funds in his hands, and then allowed him his commissions and expenses and all costs proper to be allowed. He then distributed to the Trustee the sum of $742, being the amount paid by him to Martha E. Sutton, Mortgagee, in full of her Mortgage claim, debt and interest, which appears by the Statement of Mortgage claim heretofore filed. He then distributed to Susanna R. Zepp widow of Jeremiah Zepp, deceased Intestate the sum of $1147.21 as heir of her deceased, in the Real Estate sold by the Trustee in this cause. The balance of Trust Funds then left to wit $1002.49 he distributed among the Creditors of said Jeremiah Zepp deceased Intestate, whose claims appear in the Statement of Unforeseen Claims hereinbefore filed at the rate of 61.726 cents in the dollar.

All of which is respectfully submitted,

1894. April 13th

John J. Cummingsmiller. Auditor.

The Real Estate of Jeremiah Zepp, deceased.

In Accordance with Joseph Helbig Trustee,

Debtor.

1892 November 22	By Sale of Real Estate then Made by the Trustee to George F. Wentz, as appears by his Report of Sale filed in this Cause, December 23 1892, amounting to the sum of	$	1100. 00
1894 February 23	By Sale of Real Estate then Made by the Trustee to Edward Scarbrough, as appears by his report of Sale filed in this Cause, February 27 1894 amounting to the sum of		1050. 00
	By Interest received by the Trustee, on purchase money, as appears by his Petition filed in this Cause April 7th 1894 to wit the sum of		61 48
	Amount of Trust Funds	$	2211. 48

Credit.

	To the Trustee for his Commissions	$	99 34
	To the Trustee amount paid Wm Brown for Auctioneering Sales per Voucher No 2 filed		10. 00
	To the Trustee amount paid E. J. Stephens for printing per Voucher No 4 filed		16. 50
	To the Trustee Amount paid Wm. Brown for Auctioneering Sale per Voucher No 3 filed		5. 00
	To the Trustee Amount paid Wm. A. Mauhen Coll. Taxes for 1892 & 1893. per Vouchers Nos 4 & 5 filed		17. 89
	To the Trustee Amount paid for H. Parke Solicitor for		

Professional services rendered per Voucher No 6 filed,	50.	00
To the Trustee & Jas. E. Ritchie for printing per Voucher No 7 filed,	13.	00
Costs of taking evidence.		
To Michael E. Walsh Examiner, (Paid per Voucher No 8 filed)	8.	00
To Susanna B. Zepp Witness,	1.	75
To William S. Zepp "	1.	75
To Susanna B. Zepp, Stenographic services,	4.	00
Costs as taxed by the Clerk,		
To Jos. M. Parke, Solicitor appearance fee,	10.	00
To Benj. F. Crouse Clerk,	38.	50
To Albert A. Dorsey Sheriff	3.	60
To George M. Parke Register	1.	75
Defendants Costs.		
To Clabaugh & Roberts, Solicitors appearance fee,	10.	00
To Benj. F. Crouse, Clerk,		50
To Publication Order nisi on this account,	1.	50
To Jos. Baumgartner Auditor Examination of Papers, Making Statement of Mortgage Claim, Making Statement of Unexpired Claims, Stating this Account &c,	27.	00
Amount of Expenses,	$ 319.	78
To the Trustee, Amount paid Martha C. Dutton, wife of Amos Dutton, Mortgagee, in full of her Mortgage Claim debt and interest which appears by the Statement of Mortgage Claim herewith filed to wit: the sum of,	742.	00
To Susanna B. Zepp, widow of Jeremiah Zepp, deceased Intestate, in lieu of her dower in the Real Estate sold by the Trustee, in this cause to wit: the sum of,	147.	21
Balance for distribution.	1002.	49
Amount of Taxes Fees.	$ 2211.	48
Balance for distribution brought forward.	$ 1002.	49

and distributed among the Creditors of said Jeremiah Zepp deceased Intestate, whose claims appear by the Statement of Unexpired claims herewith filed, at the rate of .61.726 cents on the dollar.

No	Names of Creditors.	Amt. of Claim	Dividend
1	Joseph Hedrick on his claim of	$ 92. 69	$ 57. 21
2	Susanna Zepp on her claim of	20 32	12 54
3	Susanna Zepp on her claim of	25. 74	15. 89
4	Joseph Hedrick on his claim of	31. 22	19. 27
5	Sarah A. Brosius Potter on her claim of	536. 16	330. 95
6	The Westminster Savings Institution on its Claim of	87. 51	54. 02
7	The Westminster Savings Institution on its Claim of	206. 86	127. 69
8	Sarah Diffenbaugh on her claim of	59. 18	36. 50

9. George H. Birnie &c. on their Claim of	$ 500	25	$ 308.	78		
10 Mary Heldebrandle on her claim of	22.	01	13.	59		
11. Susanna R. Zepp assignee of Dr Jacob Rinehart on her claim of	5.	27	3.	25		
12 The Barnes Distillery Co. on its claim of	7.	58	4.	68		
13 Dr George T. Keller on his claim of	4.	71	2.	91		
14 Kalleichoffer & Bro. on their claim of	13.	87	8.	56		
15 Susanna R. Zepp assignee of H. H. Weaver M.D. on her claim of	2	67	1.	65		
16 Susanna R. Zepp assignee of Reynolds Study on her claim of	5.	33	3.	23		
17 Susanna R. Zepp assignee of Adelia T. Lumbert on her claim of	2.	82	1.	74	xx xx	xx
	$ 1624.	09	$ 1052.	49	$ 1052.	49

Order nisi on Audit.

No 3092 Equity.

Joseph Hedberg
vs
Susanna R. Zepp
and others

In the Circuit Court for Carroll County.

Ordered this 13 day of April A.D. 1894 that the Account of the Auditor filed in this cause, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 31 day of May next, provided a copy of this Order be inserted in one newspaper published in Carroll County, once in each of three successive weeks before the last named day.

Benj. F. Crouse, Clerk.

Printer's Certificate.

Office of American Sentinel, Westminster, Md. April 27 1894.

This is to certify that the annexed Order nisi on Auditor's Report was published in the American Sentinel a newspaper printed and published in Westminster, Carroll County, Md. once a week in each of three successive weeks previous to the 30 day of April 1894.

E. J. Clifford Publisher per Jas. H. Weiten.

Order ratifying Auditor.

Joseph Hedberg
vs
Susanna R. Zepp et others

No 3092 Equity.

In the Circuit Court for Carroll County.

Ordered this 31st day of May 1894, by the Circuit Court for Carroll County, in Equity, that the Account of the Auditor made and filed in this cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof being shown, although notice appears to have been given and published as required by the preceding Order nisi; and in this case the Trustee is authorized to pay over the funds in his hands to the parties entitled according to said Account of the Auditor.

Charles B. Roberts,

1894 Oct. 14th Recorded
H. E. Per Jas. H. Billingslea. Clerk.

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the City of Westminster, in Carroll County, in the State of Maryland, on the first Monday of September, (it being the 5th day of the same Month,) in the year One thousand eight hundred and Ninety eight.

Present.

The Hon. Charles B. Roberts Chief Judge.

Ephraim Hamer Esq Sheriff.

Jas. H. Billingslea, Clerk.

among other were the following proceedings Viz:

Be it remembered that heretofore Viz: On the 3rd day of February A.D. 1898. Louisa Weaver, assignee of Mortgagee by Myers Reifsnider & Reifsnider her Solicitors. comes here into Court. & files as a Court of Equity and file thereto Order to docket Case, on which appears as follows Viz:

State of Maryland Carroll County, to wit:

In the Circuit Court for Carroll County, sitting as a Court of Equity.

To Jas. H. Billingslea Clerk of said Court,

Please docket and file Bond of Louisa Weaver, assignee of Mortgagee, Simon P. Weaver & Charles S. Reifsnider & the State of Maryland, in the penalty of Three hundred dollars, mentioning date, Joseph Kercheval to Henry F. Warner, dated Jan 2 1889, at one year for $1800, with Int. & Int. paid to Jan 2 1896, transferred to Jeremiah Kimhart by him transferred to Louisa Weaver, marked Exhibit No. Original Mortgage, Joseph Kercheval to Henry F. Warner, dated January 2, 1889, recorded among the Real Estate Mortgage Records of Carroll County in Liber W. A. No. 102 folio 382 &c, assigned to Jeremiah Kimhart, and by him assigned to Louisa Weaver, marked Exhibit No. 2, and docket case under the provisions of the Code of Public General Laws of the State of Maryland, relating to Mortgages as follows, Viz

No. 3624 Equity.

Louisa Weaver
Assignee of Mortgagee
vs
Joseph Kercheval
Mortgagor

Myers F. Reifsnider
Thos. F. Reifsnider Jr.
Sols for Assignee

Feb 3 1898

Assigned Bond.

Know all men by these presents, That we Louisa Weaver Assignee of Mortgagee, Simon P. Weaver her husband, and Charles S. Reifsnider of Carroll County and State of Maryland, are held and firmly bound unto the State of Maryland, in the just and true sum of Three hundred

dollars, to be paid to the said State, or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs executors and administrators jointly and severally, firmly by these presents, sealed with our seals, and dated this third day of February in the year of our Lord one thousand eight hundred and ninety-one.

Whereas, by a deed of Mortgage dated the second day of January 1889 and duly recorded in Liber W. N. H. No 29 folio 382 &c, one of the Real Estate Mortgage Records of Carroll County, certain Real Estate and the personal property in said Carroll County in said State of Maryland and thereinafter described were conveyed by Joseph Kershner & Henry F. Warner, to secure the payment of certain Money, and the interest as set forth in said Mortgage, and in said Mortgage is contained a clause authorizing a sale of the Mortgaged premises by the Mortgagee his executors administrators or assigns in case of default being made in payment of the Mortgage debt or the interest thereon, or in any Covenant, condition or agreement therein, and whereas said Mortgage was subsequently duly assigned to the said Louisa Weaver, and whereas default has been made in the payment of the Mortgage debt and the interest thereon and in other conditions of said Mortgage, and by virtue of the authority given in said Mortgage the above bounden Louisa Weaver, Assignee of Mortgagee as aforesaid is about to sell the Mortgaged property, Now the condition of the above obligation is such that if the above bounden, Louisa Weaver, assignee as aforesaid do and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged property or the proceeds thereof, then the above obligation to be void otherwise to remain in full force and virtue in law.

Signed sealed and delivered
in the presence of
Charles J. Reifsnider Jr.
Bond approved Feby 3rd 1898.
Test:
Exhibit No 1.

Louisa Weaver [Seal]
assignee of mortgagee
Simon P. Weaver [Seal]
Charles S. Reifsnider [Seal]
Jas H. Billingslea Clerk.

$1800.00 Carroll County Md. January 2nd 1889.

One year after date, I promise to pay Henry F. Warner or order, One thousand eight hundred dollars, for value received, with interest from date.

Test: John R. Stevens

Joseph Kershner.

This Note is secured by Mortgage bearing even date herewith
March 29th 1890 Received interest on the within note for one year $108.00
Interest paid to January 2nd 1891. $108
Pay to the Order of Jeremiah Brichart
Dec 31st 1891. Rec. one years int $108.00

Henry F. Warner.
Henry F. Warner.

Pay to the order of Louisa Weaver.
Rec. dec 29th 1893. Interest to Jan 2nd 1894. Rec. dec 26th 1894 interest to
Jan 2nd 1895. Rec'd Mch 29th 1897. interest to Jan 2nd 1896.

Jeremiah Brichart

Exhibit No 2. Is the Original Mortgage from Joseph Kershner & Henry F. Warner dated January 2nd 1889 for $1800.00 assigned to Louisa Weaver

which Mortgage & assignment is recorded among the Real Estate Mortgage Records of Carroll County in Liber W. A. N. No 27 folio 382 &c.

Assignee's Report of Sale

Louisa R. Weaver
Assignee of Mortgagee
vs
Joseph Kuchner
Mortgagor

No 3634 Equity.

In the Circuit Court for Carroll County, sitting as a Court of Equity.

To the Honorable the Judges of said Court.

This the Report of Sale made by Louisa R. Weaver, assignee of the Mortgage from Joseph Kuchner, Adam B. Warner, dated January 2nd A.D. 1889, and recorded among the Real Estate Mortgage Records of Carroll County in Liber W. A. N. No 27 folio 382 &c.

Respectfully shows unto your Honorable Court,

First: That after having complied with the requirements of the Law in such case required, she advertised the Real Estate of said Mortgage in the American Sentinel a newspaper published in Carroll County Maryland, once a week for more than three successive weeks, & twenty more than twenty days previous to the day of sale, also by handbills posted up in the vicinity of the premises, one of which was posted up at the Court House door in Westminster, Carroll County Maryland, by which she gave notice of the time, place & manner & terms of sale, which terms were as follows: Cash, or Credit terms will be given as follows. One third cash on the day of sale, or on the ratification thereof. One third in six months, and the other third in twelve months from the day of sale, the credit payments to be secured by the note of the purchaser or purchasers with approved security, bearing interest from the day of sale

Second. That in pursuance of said notice she did attend at the Court House door in Westminster Maryland, on Monday the 28th day of February A.D. 1898, about the hour of 2 o'clock P.M. when & where said Mortgaged property was advertised to be sold, and there and then offered the same for the quantity of seventy seven acres one rood & twelve perches of land more or less, at Public sale, to the highest bidder on the terms of sale aforesaid and the said Louisa R. Weaver wife of Edward O. Weaver became the purchaser thereof at and for the sum of twelve dollars per acre, ($12.00) she being then and there the highest bidder therefor, making the aggregate sum of nine hundred and twenty four dollars and sixty seven cents ($924.67) which she is willing to take as a cash purchase upon the ratification of said sale. Further shows that being both the Vendor and Vendee she prays that in the order ratifying said sale, some suitable person may be appointed & instructed to convey said parcel of land to the said Louisa R. Weaver the purchaser. All of which is respectfully submitted.

Louisa R. Weaver
Assignee of Mortgagee.

Witness: William H. Baer
Register & Referee in Chancery
for Louisa R. Weaver assignee of Mortgagee.

State of Maryland Carroll County to wit

I hereby certify that on this 2 day of March A.D. 1898, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Carroll County aforesaid, personally appeared Louisa R. Weaver the above named Assignee of Mortgagee and made oath on the Holy Evangels of Almighty God, that the matters and things are concerned true as are herein stated to the aforesaid Report of Sale, and that the Sale therein reported is in every particular fairly and properly made to the best of her knowledge and belief. Sworn to before me

William H. Baer, J.P.

Order Nisi on Sale

No 3626 Equity

Louisa R. Weaver
Assignee of Mortgagee
vs
Joseph Kuehner
Mortgagor

In the Circuit Court for Carroll County, Sitting as a Court of Equity

Ordered this 3 day of March A.D. 1898, that the sale made and reported in the above entitled Case by Louisa R. Weaver, Assignee of the Mortgagee from Joseph Kuehner to Jacob K. Warner, dated January 2 A.D. 1889, recorded among the Real Estate Mortgage Records of Carroll County in Liber W.M.H. No 27 folio 382 &c and duly assigned thereto, be ratified and confirmed, unless cause to the contrary be shown on or before the 5 day of April next. Provided a Copy of this Order be inserted in some Newspaper published in Carroll County once a week for three successive weeks previous to the 28 day of March inst. The Report states the amount of Sale to be $1924.00

Jos. H. Billingslea. Clerk,

True Copy Test

Office of Circuit Court, Westminster Md. April 5 1898.

This is to certify that the annexed Order Nisi on sale has been published in the Democratic Advance a newspaper printed and published at Westminster, Carroll County Md. once a week for three successive weeks previous to the 28 day of March 1898. E. Stephan. Publisher

per Jos. H. Billingslea.

Order ratifying Sale &c

Ordered this 6 day of April A.D. 1898, that the sale of the Mortgaged property made and reported in the above entitled cause be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice as directed have been given as required by the preceding order. The case is hereby referred to the Auditor to state the accounts of the Trustee, in accordance with the provisions of the Mortgage filed in this Cause, and report the same to this Court for its further order in the premises. And it appearing to this Court that the Purchaser is one of the Solicitors of this Court, it is further ordered that Charles J. Benjamin Jr. be and he is hereby appointed Trustee to convey the Real Estate in the above proceedings mentioned to Louisa R. Weaver the purchaser thereof

Chas. J. Roberts.

Auditor.

Louisa A. Weaver
Assignee of Mortgage
vs
Joseph Kerchner
Mortgagor

No 3624 Equity

In the Orphan's Court for Lancaster County in Equity

To the Honorable the Judges of the Orphan's Court for Lancaster County, sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court, fixed in this cause, he examined the papers filed in the cause, and therefrom stated the within account as follows.

The first made the "Statement of Mortgage Claim" which is hereto filed, and therein charged the Assignee of Mortgagee with all the purchase money in her hands. And thereout allowed her her Commissions and expenses, and the costs proper to be allowed. The whole balance of purchase money then left in hand $776.88 he distributed to Louisa Weaver (wife of Solomon A. Weaver) Assignee of Jeremiah Kinghart assignee of Henry B. Warner Mortgagee. On said payment of her Mortgage claim of $2074.20 debt and interest which appears by the Statement of Mortgage Claim hereto filed which balance on the date of the distribution of sale (June 6 1898) failed to pay said Mortgage claim by the amount of twelve dollars and eighty cents.

All of which is respectfully submitted.

April 15th 1898

Wm. F. Baumgardner, Auditor.

The Mortgaged Real Estate of Joseph Kerchner.

In Account with Louisa A. Weaver Assignee of Mortgagee.

Debtor		
1898 February 28. By Sale of the Mortgaged Real Estate then made by the Assignee of Mortgagee. Louisa A. Weaver, whose Solomon A. Weaver has appears by her report filed in this cause. March 3 1898 Confirmed by the Court of Common Pleas		$924 67
Credits.		
To the Assignee of Mortgagee for her Commissions.	54.	99
To the Auditor, Amount allowed by him for attending distributing Order as it appears by his Account filed	12.	25
To the Assignee of Mortgagee, Amount paid R. L. Worsch, for Advertising sale per Voucher No 2 filed	2.	50
To the Assignee of Mortgagee, Amount paid Jacob Rupp, Coll. Taxes for 1897. per Voucher No 3 filed.	11.	00
To the Assignee of Mortgagee, Amount paid Conestoga & Rapho Turnpike Co for professional services rendered per Voucher No 4 filed	40.	00
To James H. Billingfelt Clerk	18.	05
To Wm. F. Baumgardner Esquire Auditor, Making Statement of Mortgage Claim, stating this Account &c	2.	00
Amount of Expenses	$ 142.	79

To Louisa Weaver (wife of Simon A. Weaver) assignee of Jeremiah Rinehart assignee of Henry B. Wagner, Mortgagee, the whole balance of purchase money Dower $776.88 & six per cent interest of the Mortgage Claim of $2044.20 debt and interest, which appears by the Statement of Mortgage Claim herewith filed which balance on the date of the ratification of Sale (June 6th 1898) [illegible] of said Mortgage Claim to the extent of $1267.32 the sum of

776.	88
924.	67

Amount of Sale.

Order of Court.

No 3624 Equity.

Louisa A. Weaver assignee of Mortgagee vs Joseph Kercheval Mortgagor

In the Circuit Court for Carroll County.

Ordered this 15th day of October A.D. 1898, that the account of the Auditor filed in this cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 2nd day of May next; provided a copy of this Order be inserted in two newspapers published in Carroll County, once in each of three successive weeks before the last mentioned day, in some newspaper published in Carroll County.

Jas. H. Billingslea, Clerk.

Printer's Certificate.

Office of American Sentinel, Westminster Md. October 12, 1898.

This is to certify that the annexed Order of Court, has been published in the American Sentinel a newspaper printed and published in Westminster Carroll County Md. once a week for three successive weeks previous to the 2nd day of May 1898.

Sentinel Publishing Co.

per Charles H. Mather.

Order ratifying Report.

Ordered this 15th day of October 1898, by the Circuit Court for Carroll County, that the foregoing report and account of the Auditor be and the same is hereby approved ratified and confirmed unless cause to the contrary thereof be shown on or before the 2nd day of May next; provided a copy of this Order be inserted in some newspaper published in Carroll County, once in each of three successive weeks before the 2nd day of May next.

Charles B. Roberts,

Recorded per

Jas. H. Billingslea, Clerk.

Maryland Sct.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland begun and held at the Court House, in the City of Westminster, in Carroll County in the State of Maryland, on the First Monday of September, it being the 5th day of the same month, in the year of our Lord one thousand eight hundred and ninety eight.

Were Present.

The Hon. Charles B. Roberts. Chief Judge,

Ephraim Hamer Esq. Sheriff.

Jas. H. Billingslea Clerk.

Among other were the following proceedings to wit,

Be it remembered that before Court on the 12th day of May A. D. 1898, Milton E. Koons et al. by George L. Stockdale Esq. their Solicitor came here into Court, pitting as a Court of Equity and filed their Bill of Complaint, which is in the words and words as follows to wit,

Milton E. Koons, and Annie E. Koons his wife, Eliza J. Stockdale and George L. Stockdale her husband Petitioners,

Against

Joshua Smith, and Margaret Smith his wife, Catie E. Engler and Walter Engler, her husband Defendants

In the Circuit Court for Carroll County.

In Equity.

No 3642 Equity.

To the Honorable the Judges of the Circuit Court for Carroll County sitting as a Court of Equity.

The Bill of Complaint of Milton E. Koons, and Annie E. Koons, his wife and Eliza J. Stockdale and George L. Stockdale her husband, of Carroll County, in the State of Maryland, respectfully shows unto your Honorable Court,

1st That heretofore to wit on the 24th day of January in the year 1891, William T. Smith, departed this life in Carroll County, State of Maryland, leaving a last will and testament bearing date on the 27th day of October in the year 1885, and which said last will and testament was duly executed, and admitted to probate by the Orphans Court for Carroll County, and recorded in the Office of the Register of Wills for Carroll County, in Liber S. M. S. No 76 folio 476 &c, as will more fully appear by reference to a certified Copy thereof, filed herewith marked Exhibit A, and prayed, to be taken with all other Exhibits to be taken and considered as a part of this Bill of Complaint,

2nd That said Testator at the time of his said death aforesaid, left surviving him his wife Eliza J. Smith, now Eliza J. Stockdale wife of George L. Stockdale, but no child or children, or any descendants of any child or children,

3rd That said Testator in and by his said last will and Testament aforesaid, gave devised and bequeathed among other things as follows, viz; Item 3rd After the payment of my just debts and funeral expenses I give and bequeath unto my dear wife Eliza J. Smith all the balance

of any estates real personal or mixed or of whatsoever description during her natural life without giving any bond. with power and authority to her to unite with my brother Joshua R. Smith in the sale and conveyance of any land or real estate which she may hold with him as my representative and devise for life and may invest the proceeds of such sale belonging to her in some productive fund. bond. note. or mortgage or other security for her benefit during her life and at the death of my dear wife the remainder of my estate to be divided share and share alike between Milton E. Koontz. Carrie E. Smith and Joshua R. Smith.

4th That said Milton E. Koontz mentioned in the above 3rd paragraph of this Bill of Complaint, and one of the Complainants herein is a son of Testators surviving sister deceased Koontz. And the said Carrie E. Smith and Joshua R. Smith mentioned in the above 3rd paragraph of this Bill of Complaint are children and son of Testators surviving brother. Joshua Smith. And being named in said Testators last Will and Testament. as residuary legatees thereof subject to the life estate of said Testators surviving widow Eliza J. Smith as aforesaid.

5th That said Complainants and Defendants named in the above Bill of Complaint are all residents of Carroll County in the State of Maryland.

6th That said Joshua R. Smith one of the residuary legatees mentioned in Testators last Will and Testament departed this life in Carroll County Maryland on or about the 23rd day of April in the year 1888, intestate and without leaving any child or children or any descendants of any child or children, but surviving sister. Carrie E. Smith who is intermarried with J. Wallis Englar of Carroll County Maryland. and also Joshua Smith and Mary Leary Smith. his surviving father and Mother

7th That said Testator was seized and possessed at the time of his death of the following lots or parcels of land as follows viz;

1. All that lot or parcel of land. situate lying and being in Carroll County, State of Maryland. containing 2 acres and 12½ eq perches of land more or less as will fully appear by reference to a certified copy of said deed bearing date the 3rd day of April A.D. 1886 and recorded among the Land Records of Carroll County in Liber W.D.N. No 89 folio 460 &c, and filed herewith as Plaintiffs Exhibit marked Exhibit A.

2. Also all those several lots or parcels of land lying on Bayard Street in the City of Baltimore, State of Maryland, and being Lots Nos 1311, 1313, 1315 and 1317, and also being more fully described in two certified copies thereof. filed herewith, marked Exhibits "B." "C." viz; Levi H. Condon and wife to William T. Smith dated October 9th A.D. 1886, and recorded among the Land Records of Baltimore City in Liber J.B. No 1114 folio 200 &c. Also from Levi H. Condon and wife to William T. Smith dated January 20 A.D. 1887. and recorded among the Land Records of Baltimore City in Liber J.B. No 1126 folio 562 &c,

8 That all of the Real Estate of Testator at the time of his death was of the value of about $3,000.00

9th That the surviving widow of said Testator aforesaid the said Eliza J.

Smith (now the wife of George L. Stockdale) and one of the Complainants in this cause in pursuance of the power and authority vested in her in and by the last Will and Testament of her deceased husband the Testator aforesaid has collected and received the rents and income from said Real estate.

10th Your Complainants further shows unto your Honorable Court, that the said lots of land situate lying and being in the City of Baltimore as aforesaid, do not realize such an annual rental therefrom as they should and in fact the said lots are now depreciating in value very fast in fact so much so, that two of said lots have depreciated in value the one half thereof, and of the actual costs of the same, and that said real estate situate lying and being in Carroll County will year by year in value, fact that the same will depreciate in value from year to year, that the same will require considerable repairing, and expenditure to keep the property from depreciating in its real value at this time,

11th Your Complainants further shows unto your Honorable Court that it is for the benefit advantage and interest of all the parties interested therein, and especially for and not only to the annexing Widow the said Eliza J. Stockdale, one of the Complainants in the above entitled cause, but especially to the remaindermen that the property above described and referred to in said Exhibits B. & D. should be sold by a decree of your Honorable Court, and the proceeds from said sale, after the usual costs and expenses are duly paid that the balance of the proceeds from said sales, should be paid unto your Complainant the said Eliza J. Stockdale the annexing widow of said Testator, to be held and invested by her as directed by said Will as aforesaid, and that no further depreciation of the property should occur, whereby the life tenant would be deprived of her reasonable income therefrom, and the remaindermen absolutely deprived of their just and reasonable equitable property therein,

To the end therefore,

1st, That the said real estate may be sold and the proceeds thereof shall be paid over to the said Eliza J. Smith now Eliza J. Stockdale to be by her invested under the direction of said Will as aforesaid for her said use and benefit during her life &c,

2d. And that your Orators may have such further and other relief as their case may require

May it please your Honorable Court to grant unto your Honorable Court to grant unto your Complainant the Writ of Subpoena directed to the said Joshua Smith and Mahlon Smith his wife, and Leonie E. Englar and Walter Englar, her husband, and all adults, and all of the minor

County in the State of Maryland, commanding them and each of them to be and appear either in person or by Solicitor in this Court, on or before a certain day to be named therein, to show cause if any they have, why a decree ought not to be passed as prayed. And as in duty bound they will ever pray,

George L. Stockdale
Solicitor for Complainants.

1898. May 12th.

Exhibit A.

In the Name of God Amen. I William T. Smith of Carroll County in the State of Maryland, do make and publish this my last Will and Testament in manner and form following, that is to say: First and principally I commit my soul into the hands of Almighty God, and my body to the earth to be decently buried at the discretion of my Executors hereinafter named. I give devise and bequeath, as follows to wit:

First: I give and bequeath to my dear brother, Joshua Smith, all bonds, stocks, and money that we have invested in common, together by the said Joshua Smith to pay Susannah Kemp the interest on Six thousand dollars as provided for in the last Will and Testament of our dear father Thomas Smith, pay all taxes and necessary expenses of collecting the interest to pay over annually the one half of the interest remaining to my dear wife Eliza J. Smith during her natural life, and at her death the one half of the principal over and above the Six thousand dollars remaining to be divided share and share alike between Milton E. Kemp, Carrie E. Smith, and Joshua R. Smith second. I give and devise unto my Brother Joshua Smith my undivided one half interest in a wood lot situated in Franklin District containing forty acres of land more or less upon the condition that he furnish annually my dear wife Eliza J. Smith during her natural life so much fire wood as may be needful, not less than six cords.

Third. After the payment of my just debts and funeral expenses I give and bequeath unto my dear wife Eliza J. Smith all the balance of my estate real personal and mixed or of whatsoever description during her natural life to hold with power and authority to her to invest with my Brother Joshua Smith in the sale and money and of any land or real estate which she may hold with him or any reinvestment and devise for life and may invest the proceeds of such sale belonging to her in some productive bond note or Mortgage or other security for her benefit during her life. And at the death of my dear wife the remainder of my estate to be divided share and share alike between Milton E. Kemp, Carrie E. Smith and Joshua R. Smith.

And lastly I do hereby constitute and appoint my dear-

wife Eliza J. Smith and Joshua Smith to be the Executors of this my last
Will and Testament, revoking and annulling all former wills by me
heretofore made, ratifying and confirming this and none other to be my
last will and testament. It is my desire that my Executors give as small
a bond as the Court having Jurisdiction may determine as I owe no debts.
In testimony whereof I the said testator have hereunto set my hand and seal this twenty seventh
day of October in the year of our Lord one thousand eight hundred and
eighty five.

William T. Smith (SEAL)

Signed Sealed Published and declared by the above named
William T. Smith as and for his last will and testament in our
presence who at his request in his presence and in the presence
of each other have hereunto set our names as witnesses thereto.

Jacob Brownfelter
Jonas Edward West.

Maryland Cecil County Sct:

On the 9th day of February 1891. before the Orphans Court of Cecil County
came Eliza J. Smith and upon her oath in open Court made oath on the Holy
Evangels of Almighty God, that the above instrument of writing
is the true and whole last will and testament of William
T. Smith late of Cecil County deceased, that she received it from
the testator in his lifetime for safe keeping, and that she does
not know of any other will or codicil left by said deceased.

Test, Leo. M. Parke,
Register of Wills for Cecil County.

Maryland, Cecil County Sct:

On the 9th day of February 1891. before the Orphans Court of Cecil
County came Jacob Brownfelter and Jonas Edward West. the sub-
scribing witnesses to the aforegoing last will and testament of William
T. Smith late of Cecil County deceased, and in open Court made
oath on the Holy Evangels of Almighty God that they saw the Wil-
liam T. Smith the testator, sign seal publish pronounce
and declare the same to be his last will and testament.
that at the time of so doing he the said testator was to the
best of their apprehension knowledge and belief of sound and
disposing mind memory and understanding and that they
subscribed their respective names as witnesses to said
will, at the request of the said testator in his presence and in the
presence of each other.

Test, Leo. M. Parke,
Register of Wills for Cecil County.

In the Orphans Court of Cecil County.

The Court having carefully examined the above last will and testament
of William T. Smith late of Cecil County deceased, and also the
evidence adduced as to its validity orders and decrees this 9th

day of February, 1891. that the same be admitted to Probate in this Court as the true and genuine last will and testament of the said William T. Smith, deceased.

David H. Hoffacher.
James P. Timmons.
James M. White
} Judges.

State of Maryland Carroll County sct.

I hereby certify that the aforegoing is a true copy taken from the original Order and Memorandum of Record in the Office of the Register of Wills of Carroll County.

In testimony whereof I hereunto subscribe my name and affix the Seal of my Office this 9th day of February, 1891.

Seal

Geo. M. Diehl Register of Wills
for Carroll County.

Exhibit B, is a copy of a deed from Levi R. Snader, Junr. Exor. of William T. Smith dated April 6th 1886, and recorded among the Land Records of Carroll County in Liber W.M.N. No. 64 folio 460 &c,

Exhibit C,

Levi J. Condon wife
Deed to
William T. Smith

This deed made this ninth day of October in the year one thousand eight hundred and eighty six, by Levi J. Condon and Emily Condon his wife, Of Baltimore City, State of Maryland. Witnesseth that in consideration of the sum of five hundred dollars, the receipt whereof is hereby acknowledged, the said Levi J. Condon and Emily Condon his wife do grant unto William T. Smith of Carroll County, State of Maryland his heirs and assigns in fee simple, All that piece or parcel of ground situate lying and being in the City and State aforesaid and described as follows that is Beginning for the same on the line of the North east side of Bayard Street distant fifty three feet Southeasterly from the corner formed by the intersection of the Southeast side of Howard Street and the Northeast side of Bayard Street, thence Southeasterly along the Northeast side of Bayard Street twelve feet, thence Northeasterly seventy feet to an alley ten feet wide, said alley for common use, thence Northwesterly along said Alley twelve feet, and thence Southwesterly and parallel with Howard Street seventy feet to the place of beginning. Being the same lot of ground which James T. Miller and wife by Deed dated December 23rd 1884, and recorded in Liber J.B. No 1012, folio 383 &c, conveyed unto the said Levi J. Condon and wife, and George M. Maby subject to the payment of Sixty Eight dollars of Ground Rent, in half yearly instalments on the first days of January and July in each and every year. Together with the buildings and improvements thereupon erected made or being, and all and every the rights alleys ways, waters privileges appurtenances and advantages to the same belonging

or in any wise appertaining and especially and particularly the clear annual rent issuing arising and payable out of said lot of ground. To have and to hold the piece or parcel of ground and premises above described or mentioned and hereby intended to be conveyed, together with the rights, privileges appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said William T. Smith, his personal representatives and assigns in fee simple subject however to the Lease aforesaid and the interest of the Lessee therein and the said Grantors, covenant that they will warrant specially the property hereby granted, and that they will execute such further assurances of said land as may be requisite. Witness the hands and seals of said Grantors,

Test
Geo. M. Caffrey,

Levi Z. Condon (Seal)
Emily Condon (Seal)

State of Maryland Baltimore City to wit:

I hereby certify that on this ninth day of October, in the year one thousand eight hundred and eighty six, before the subscriber a Justice of the Peace of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Levi Z. Condon and Emily Condon, his wife, and each acknowledged the foregoing deed to be their respective act.

Geo. M. Caffrey, J.P.

Rec'd for record Oct. 12 1886, at 10.45 A.M. & same day recorded

Per Jas. Bond, Clk.

I hereby certify that the aforegoing is a true copy taken from Liber J.B. No 114 folio 200 &c, one of the Land Records of Baltimore City,

In witness whereof, I hereto set my hand and affix the Seal of the Superior Court of Baltimore City this 9 day of May A.D. 1888,

Robt. Ogle, Clerk of the Superior Court of Baltimore City.

Seal

Exhibit A.

Levi Z. London ux to William T. Smith

This deed made this twelfth day of January in the year one thousand eight hundred and eighty seven by Levi Z. London and Emily London his wife of Baltimore City, State of Maryland, Witnesseth that in consideration of the sum of eighteen hundred dollars, the receipt whereof is hereby acknowledged, the said Levi Z. London and Emily London his wife do grant unto William T. Smith of Carroll County State of Maryland, his heirs and assigns in fee simple, all those three lots or parcels of ground, situate lying and being in the City and State aforesaid, and described as follows, to wit: Beginning for the first lot on the line of the North east side of Bayard Street, distant seventy six feet Southeasterly from the corner formed by the intersection of the South east side of Carroll Street, and the North east side of Bayard, thence Southeasterly along the North east side of Bayard Street twelve feet, thence Northeasterly seventy feet to an alley twelve feet wide, said alley or Common pass, thence North westerly along said alley twelve feet, and thence South westerly and parallel with

Carroll Street, seventy feet to the place of beginning, and beginning for the second thereof, on the line of the Northeast side of Bayard Street, distant eighty three feet Southeasterly from the corner formed by the intersection of the Southeast side of Carroll Street and the North east side of Bayard Street thence Southeasterly along the Northeast side of Bayard Street twelve feet, thence Northeasterly seventy feet to an alley ten feet wide, laid out for common use, thence Northwesterly along said Alley twelve feet, and thence South westerly and parallel with Carroll Street seventy feet to the place of beginning, being the seventh, eighth and ninth described lot which by indenture dated December 31 1884, and recorded in Liber J.B. No 1042 folio 373 &c was demised and leased by Levi & London and wife to George H. Hoke subject to the payment of the yearly rent of two hundred dollars, on each one of said lots, in five yearly instalments on the first days of January and July, in each and every year and redeemable at any time after the expiration of fifteen years from the date of said lease each for the sum of money equal to the capitalization of said rent at the rate of seven (4) per cent in gold Coin of the United States, together with the buildings and improvements thereupon erected made or being and all and every the rights alleys ways waters privileges appurtenances and advantages to the same belonging or in anywise appertaining and especially and particularly the three clear annual rents issuing arising and payable out of said lots of ground, to have and to hold the three pieces or parcels of ground and premises above described or mentioned and hereby intended to be conveyed together with the rights privileges appurtenances and advantages thereto belonging or appertaining unto and to the proper use and behoof of the said William T. Smith his heirs and assigns or such person or persons as he shall appoint subject however to the Lease aforesaid. And the said Levi J. London, covenants that he will warrant specially the property hereby granted, and that he will execute such further assurances of said land as may be requisite. Witness the hands and seals of the said grantors,

Test:
Les. McCaffrey

Levi J. London. (Seal)
Emily London (Seal)

State of Maryland, Baltimore City, to wit:

I hereby certify that on this twentieth day of January in the year one thousand eight hundred and eighty seven, before me the subscriber a Justice of the Peace of the State of Maryland in and for Baltimore City aforesaid personally appeared Levi J. London

and Emily London his wife and each acknowledge the foregoing deed to be their respective act.

Leo. McCaffray, J.P.

Filed for record Jany 21 1887 at 12 Oclk M. Same day recorded

Test Jno. Bond, Clerk,

I hereby certify that the aforegoing is a true copy taken from Liber J.B.M. 1126 folio 566, one of the Land Records of Baltimore City.

In testimony whereof I hereto put my hand and affix the seal of the Superior Court of Baltimore City, this 9th day of May A.D. 1898,

Test Robert Ogle, Clerk of the Superior
Jno. Pearce Court of Baltimore City.

Answer of Defendants.

Helen E. Hoont and others
Complainants
vs.
Joshua Smith and others
Defendants

No 3642 Equity

In the Circuit Court for Carroll County, sitting as a Court of Equity,

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity

The joint and several answers of Joshua Smith and Mary Cora Smith, his wife and Annie E. Englar and J. Walter Englar her husband of Howard County, in the State of Maryland, to the Bill of Complaint against them exhibited in the above entitled cause, for answer thereto say.

That they admit the matters facts and things set forth in the Bill of Complaint in the above entitled cause, to be true as therein set forth, and that they hereby consent to a sale of the real estate mentioned in the Bill of Complaint as therein prayed, and may be hence dismissed with their reasonable costs in this behalf expended.

Witness
Leo. M. Abbott
Witness
Josephine Burns.

Joshua Smith
Mary Cora Smith
Annie E. Englar
J. Walter Englar
Defendants.

Agreement for immediate decree

Helen E. Hoont and others
Complainants
vs.
Joshua Smith and others
Defendants

No 3642 Equity.

In the Circuit Court for Carroll County, sitting as a Court of Equity.

To the Honorable the Judges of the Circuit Court for Carroll County sitting as a Court of Equity,

We hereby consent to the passage of an immediate decree in the above entitled Case,

George L. Stockdale
Solicitor for Complainants.

Witness
Leo. M. Abbott
Witness
Josephine Burns.

Joshua Smith
Mary Cora Smith
Annie E. Englar.
J. Walter Englar
Defendants.

Decree,

Milton E. Smith et ux
Eliza J. Smith Husband
vs
against
Joshua Smith et al
Annie E. Engler Husband
Defendants.

In the Circuit Court for Howard County Sitting as a Court of Equity

No 3642 Equity.

The above cause standing ready for hearing and being submitted without Argument, the Bill Answer and all the proceedings were by the Court read and fully considered. It is thereupon this 31st day of May, in the year eighteen hundred and ninety eight by the Circuit Court for Howard County, sitting as a Court of Equity, Adjudged Ordered and Decreed, that the Real Estate mentioned in the Bill of Complaint, situate in Howard County, and in the City of Baltimore in the State of Maryland, be sold and that George L. Snowden of Howard County State of Maryland, be and he is hereby appointed Trustee to make said sales or sale, and that the Terms and manner of his proceeding shall be as follows, He shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of three thousand dollars conditioned for the faithful performance of the Trust reposed in him by this Decree, or hereafter imposed on him by any future Decree or order in the premises, he shall then proceed to make the said sale or sales, having given at least three weeks notice by advertisement inserted in some newspaper published in Howard County or in Baltimore City Maryland, and by such other mode as he shall think proper, of the time place and terms of sale or sales, which shall be as follows to wit: One third part of the purchase money shall be paid by the purchaser or purchasers to the Trustee on the day of Sale, or upon the ratification thereof by this Court, and the residue shall be paid in two equal payments, the one to be paid in one year and the other in two years from the day of sale, with interest and to be secured by the notes of the purchasers with security to be approved by the Trustee, and as soon as may be convenient after any such sale or sales the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale or sales, with an affidavit annexed of the truth thereof, and of the amount of said sale or sales, and on ratifying the same and upon the payment of the whole purchase money (and not before) the said Trustee shall by a good and sufficient deed to be executed and acknowledged and recorded according to Law, convey to the purchaser or purchasers his her or their heirs the property and estate to him she or them sold, free clear and discharged from all claim of the parties hereto Complainants and Defendants and those claiming by from or under them or either of them, and the said Trustee shall bring into this Court the money arising from said sale or sales to be distributed according to the provisions of the Will of said William T. Smith late of Ilchester

County deceased, after deducting the costs of this suit, the expenses of said sale or sales, and such commission to the said Trustee, as this Court shall think proper to allow in consideration of his skill attention and fidelity herewith he shall appear to have discharged his trust.

Charles B. Roberts,

Trustee's Bond.

Know all men by these presents that we, George L. Stockdale, Eliza J. Stockdale, George L. Stockdale & William G. Purzell, of Carroll County, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of three thousand dollars, current money, to be paid to the said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 31st day of May, in the year of our Lord one thousand eight hundred and ninety eight. Whereas by a decree of the Circuit Court for Carroll County, as a Court of Equity, bearing date the 31st day of May, in the year eighteen hundred and ninety eight, and passed in a cause in the said Court wherein Milton E. Koontz & wife and Eliza J. Stockdale & husband are Complainants and Joshua Smith & wife and Isaac E. Englar & husband are defendants, the above bound George L. Stockdale has been appointed Trustee to make sale of certain Real Estate in the proceedings in said Cause mentioned & private in Carroll County, and in Baltimore City, State of Maryland. Now the condition of the above obligation is such, that if the above bound George L. Stockdale Trustee do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or Order of said Court in the premises, then the above obligation to be void and of no effect, otherwise to remain in full force and virtue in law.

Signed sealed and delivered
in the presence of
Jacob Rinehart

George L. Stockdale [L.S.]
Eliza J. Stockdale [L.S.]
George L. Stockdale [L.S.]
Wm. G. Purzell [L.S.]

To the Clerk of the Circuit Court for Carroll County.

I hereby certify that the securities in the above bond are amply sufficient for the penalty therein expressed.

George L. Stockdale.
Solicitor for Complainants.

The above Bond is approved this 1st day of June 1898.

Jas. H. Billingslea. Clerk.

Report of Sale

Milton E. Koontz & wife Eliza J. Stockdale & husband Plaintiffs.
vs.
Joshua Smith & wife Carrie E. Englar & husband Defendants

In the Circuit Court for Carroll County. In Equity. No. 3642 Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The petition of George L. Stockdale Trustee in the above entitled cause, respectfully shows unto your Honorable Court,

1st That after giving bond with security for the faithful discharge of his trust, and having given more than twenty one days notice in "The Sun" a newspaper printed and published in the City of Baltimore State of Maryland, of the time place manner and terms of said sale by advertisement as aforesaid viz; on the 21st & 28th days of July last, and on the 4th 11th & 17th days of August inst, he did, pursuant to said notice as aforesaid, attend at the Real Estate Exchange, Corner of Lexington and Charles Streets, in the City of Baltimore Maryland on Wednesday August 17th 1898, at the hour of 12 o'clock P.M. and there and there offered the following ground rents decreed to be sold at public auction,

2nd Your Trustee believing it to be to the best interest of all parties concerned, Vendor and Vendee or Owners, offered said lots together, being Lots Nos. 1314 & 1317 situate on Bayard Street in the City of Baltimore said lots fronting 42 feet and running back with a depth of - feet to a 10 foot alley, and there abutting thereon said Lots Nos. 1316 & 1317 situate on said Bayard Street, in said City of Baltimore and the 2nd and 3rd lots described in deed marked Exhibit D. to Bill of Complaint were knocked down to the Westminster Deposit and Trust Company, a body Corporate of Carroll County, in the State of Maryland for the sum of three hundred dollars each, making in the aggregate, the sum of six hundred dollars, to your said Westminster Deposit and Trust Company, refused to take said lots at said sale, for the following reasons, said Company was not present at said sale, but its representative instructed your Trustee to bid for a bid of two hundred and twenty five dollars, on each of said lots, and not to advance any unless there should be a bona fide bid, and as against bona fide bidders said Company would go as high as three hundred dollars for each lot, but through a lack of a thorough understanding of said instructions the Auctioneer started said lots at three hundred dollars each and no bid being received the knocked them down at three hundred dollars each to said Company, and your Trustee believes it to be reasonable and just to release said Company from complying with said sale, at three hundred dollars for each lot.

Subsequently to wit on August 19th 1898, your Trustee sold said lots at private sale to said Westminster Deposit and Trust Company for and for the sum of two hundred and twenty five dollars for each lot aggregating the sum of four hundred and sixty dollars, which is in the opinion of your Trustee and others whom he consulted including the parties to these proceedings the highest and best price he could obtain for the same, said Westminster Deposit and Trust Company, has complied with the terms of said sale and pay all Cash upon the ratification of these sales, your Trustee further reports that the sales as made as aforesaid were bona fide and fairly made, all of which is respectfully submitted.

George L. Stockdale
Sol for Trustee.

George L. Stockdale Trustee

State of Maryland, Carroll County, to wit:

I hereby certify that on this 20 day of August, in the year eighteen hundred and ninety eight personally appeared before me a Justice of the Peace, of the State of Maryland, in and for Carroll County, George L. Stocksdale Trustee, as named in the above report of sale, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sales was fairly and bona fide made.

John M. Springling, Justice of the Peace.

Agreement to Ratify Sale

Milton E. Koontz & Annie E. Koontz his wife, Eliza J. Stocksdale & George L. Stocksdale her husband, Plaintiffs

against

Joshua Smith & Mary Cora Smith his wife & Carrie E. Englar & J. Walter Englar her husband, Defendants

In the Circuit Court for Carroll County.

No 3642 Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, Sitting as a Court of Equity.

We the undersigned parties to the above entitled cause, hereby respectfully submit unto your Honorable Court, this our agreement in this cause, and hereby respectfully ask that the sale of the Real Estate reported in this cause be ratified by consent, and without the usual notice of ratification &c,

Witness

George L. Stocksdale

Eliza J. Stocksdale

Witness

Eliza J. Stocksdale

George L. Stocksdale
Solicitor for Plaintiffs

Joshua Smith
Mary Cora Smith his wife
Carrie Smith Englar
J. Walter Englar
her husband Other Defendants.

Order ratifying Sale

Milton E. Koontz and wife
Eliza J. Stocksdale and husband
Plaintiffs

against

Joshua Smith and wife Carrie
E. Englar and husband
Defendants

No 3642. Equity.

In the Circuit Court for Carroll County, in Equity.

Ordered this 15th day of September, in the year eighteen hundred and ninety eight, by the Circuit Court for Carroll County, Sitting as a Court of Equity, That all parties to the above entitled cause having filed their consent, in writing to the immediate ratification of the sales, made and reported in the above entitled cause by the Trustee therein to The Westminster Deposit and Trust Company, a body Corporate of the State of Maryland, That the sales made and reported as aforesaid be and the same are hereby finally ratified and confirmed without the usual preceding Order nisi having been passed in this cause, and the Trustee is allowed the

usual Commissions and such proper expenses as he shall produce vouchers for to the Auditor. And the papers and proceedings in this Cause are hereby referred to the Auditor of this Court to state an account of the Trust funds, and to report the same to this Court for its further order.

Charles B. Roberts.

Audit.

Milton E. Koontz and Annie E. Koontz his wife. Eliza J. Stockdale and Geo. L. Stockdale her husband Plaintiffs

vs.

Joshua Smith and Mary Ann Smith his wife Lane E. Englar and Walter Englar her husband Defendants,

No 3642 Equity

In the Circuit Court

for Carroll County.

In Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of this Honorable Court passed in this Cause, he appointed the Auditor passed in the Cause, and thereafter stated the within account as follows.

He charged the Trustee with all the purchase money of Trust Fund in his hands, and thereon allowed him his Commissions and expenses, and all costs properly allowed. The whole balance of purchase money of Trust fund then left in Court, $1774.45 he distributed to Eliza Stockdale formerly Eliza J. Smith surviving widow of said William J. Smith deceased Testator to be held and invested by her, and the income applied by her as directed by the last will and testament of said Testator, a copy of which is filed in this cause. All of which is respectfully submitted.

1898 September 26th

Jno. J. Bannigan Jr.

Auditor.

A portion of the Real Estate of William J. Smith dec'd

In account with George L. Stockdale, Trustee,

Debtor

1898 August 19th By sale of that portion of the Real Estate of said William J. Smith deceased Testator by it the two Lots or ground rents, decreed to be sold, being Nos 315 and 317 Bayard Street in the City of Baltimore and sale made by the Trustee at Private Sale, to the Westminster Deposit and Trust Company, as appears by his report filed in this Cause August 20 1898, aggregating the sum of $450.00

Credit.

To the Trustee for his Commissions $ 30.00

To the Trustee amount paid for Balt. County State and Baltimore City taxes for 1895, $2.19 1896 $2.24 and $3.30 1897 $2.46 and 1898 $2.57 - aggregating $12.76 less the amount of $7.02 amounts of taxes refunded and credited by the Westminster Deposit and Trust Company

All of which appears by Vouchers No. 1. 2. 3. 4. 5 and 6 filed. leaving actual Amount of Costs paid by Trustee the sum of. 72. 57

To the Trustee Amount paid for Inheritance Revenue Stamp on deed See Voucher No 7 filed, .50

To the Trustee Amount paid Robert Ogle, Clerk of the Superior Court of Baltimore City for Copies of deeds per endorsement on back of each Copy. 2. 95

To the Trustee Dep'y, A. S. Kirkland Auctioneer for Advertising Sale, Stamps Delly and Exchange &c, per Voucher No 8 filed, 14. 00

To the Trustee Dep'y, A. S. Abell Company, for Advertising &c— The Sun, per Voucher No 9 filed 19. 50

To the Trustee Dep'y, Alfred P. Schultz, Clerk of Circuit Court No 2 of Baltimore City Costs per Voucher No 10 filed. 20. 00

To the Trustee Dep'y George L. Stockdale Solicitor for Professional Services rendered. per Voucher No 11 filed, 60. 00

Costs as taxed by the Clerk,

To George L. Stockdale, Solicitor Appearance fee. 10. 00

To James H. Billingslea Clerk, 32. 50

To Publication Order nisi &c. on this account. 1. 50

To Jno. H. Baumgarten, Auditor, Examination of Papers Stating this Account &c. 9. 00

Amount of Expenses, $ 272. 53

To Eliza J. Stockdale formerly Eliza J. Smith surviving Widow of said William J. Smith deceased Testator the whole balance of Purchase money or Trust Fund to be held and invested by her, and the income applied by her as directed by the last Will and Testament of said Testator a copy of which is filed in this Cause Credit the Same. 177 48

Amount of Purchase money or Trust Funds, $ 450. 02

Order nisi on Audit.

No 3642 Equity.

In the Circuit Court for Carroll County.

Milton E. Coons and Annie E. Coons his wife, Eliza J. Stockdale and George L. Stockdale her husband, Plaintiffs

against

Joshua Smith and Mary Cora Smith his wife Annie E. Englar and J. Walter Englar her husband Defendants

Ordered this 27 day of September A. D. 1898 that the Account of the Auditor filed in this Cause be finally ratified and confirmed unless Cause to the contrary thereof be shown on or before the 7th day of October next: provided a copy of this Order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the last mentioned day.

Jas. H. Billingslea. Clerk.

Printers Certificate,

Office of American Sentinel

Westminster Md. Oct. 17 1898.

This is to certify that the annexed Order #3642 has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of 2 successive weeks previous to the 17 day of October 1898.

E. J. Hoffman Publisher

per. Jno. H. Mitten,

Order relating to Sale.

Ordered this 18 day of October A.D. 1898, by the Equity Court for Carroll County, sitting as a Court of Equity, that the Report of the Auditor filed in the Cause (No 3642 Equity) be and the same is hereby finally ratified and confirmed, no cause having been shown to the contrary thereof, although notice of this Order has been given in conformity with the preceding Order nisi. The Trustee is hereby authorized to convey the Property sold in conformity with the preceding Order.

Wade H Roberts.

Recorded

Per Jas. H. Billingslea, Clerk,

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County, in the State of Maryland, on the First Monday of September (it being the 5 day of the same month) in the year One Thousand eight hundred and ninety eight.

Were Present.

The Hon. Charles B. Roberts Chief Judge.

Ephraim Harnies, Esq. Sheriff.

Jas. H. Billingslea Sheriff.

Among other were the following proceedings to wit

Be it remembered that heretofore to wit: on the 8 day of June A. D. 1898, John M. Donald & Co. by their Solicitor Charles E. Fink, Esq. came here into Court, sitting as a Court of Equity, and file their Bill of Complaint, which is filed as follows,

John M. Donald & Co. Mortimer J. Donald partners trading under the name, firm and style of John M. Donald & Co. Plaintiffs

vs.

Emma A. Slack as Executrix & Widow administratrix of William D. Slack late of Carroll County Maryland deceased, and Emma A. Slack Maud Davies and Herbert Davies her husband J. Oliver Wallow and Ellen W. Tracy Defendants.

No. 3644 Equity.

In the Circuit Court for Carroll County.

To the Honorable the Judges of said Court.

Your Orators, who sue as well for themselves as for all other Creditors of William D. Slack, late of Carroll County deceased, who shall come in and contribute to the expenses of this suit, complaining say;

1st That the said William D. Slack, was in his lifetime indebted unto your Orators John M. Donald Mortimer J. M. Donald partners trading under the name firm and style of John M. Donald & Co. in the full and just sum of One hundred and fifty dollars, by his promissory note to the said John M. Donald & Co. in his lifetime dated the 31st day of January 1890, and payable nine months after the date thereof, the interest thereon having been paid to the first day of October 1897, as will fully & sufficiently appear by reference to the same hereto with filed as part hereof Exhibit A. And also in the sum of $85.88 for sundry matters and things before charged in the account hereunto filed as part hereof and marked Exhibit B. And the said William D. Slack was also at the time of his death indebted unto your Orators in the sum of $215.50 with interest from the 2 day of November 1895 and $7.50 Costs of suit by a certain Judgment in the Circuit Court for Carroll County, against him and the said Emma A. Slack as well as appears

by certified copy thereof herewith filed as part hereof and marked Exhibit 6,

2, That the said William D. Slack being so indebted as aforesaid unto your Orators, and also unto divers other persons, and having real and personal estate of great value, departed this life February, 1898, intestate and leaving surviving him a widow Emma K. Slack, and one child, a daughter Mabel his only heir at law, the said Emma K. Slack, being an adult above the age of twenty one years, and residing in Carroll County, Maryland, and the said Maud is intermarried with Herbert Derries, both of whom reside in Carroll County aforesaid, the said Maud being an infant under the age of twenty one years, and the said Herbert Derries being an adult above the age of 21 years.

3, That the said William D. Slack and wife in his lifetime executed a Mortgage to a certain Joseph Slack dated April 9th 1889, to secure the payment of $1875, and two years after date upon certain Real Estate, of which the said William D. Slack died seized and possessed. That J. Oliver Wadlow is now the owner and holder of said Mortgage as assignee thereof, as will fully appear by reference to the certified Copy thereof herewith filed as part hereof, and marked Exhibit 2, which Mortgage your Orators believe is still a subsisting lien upon the land described therein,

4, That the said William D. Slack, on the 31st day of December 1895 executed a Mortgage upon certain other real estate, of which he died seized and possessed to a certain Ellen N. Tracy, to secure the payment of eight hundred dollars, payable one year from the date thereof, as will fully appear by a certified Copy thereof herewith filed as part hereof marked Exhibit 3, which Mortgage your Orators believe is still a subsisting lien upon the land described therein,

5, That the administration of all and singular the personal estate of the said William D. Slack has been duly granted by the Orphans Court of Carroll County to Emma K. Slack and J. Oliver Wadlow of said County who in Justice thereto have no fund wherewithal to pay the said personal estate of the said William D. Slack, as will fully appear by reference to the certificate of letters of administration granted on the estate of the said William D. Slack, herewith filed as part hereof marked Exhibit 5,

6, That your Orators are informed and believe that said personal estate is not sufficient to discharge all just debts due and owing by the said intestate William D. Slack, at the time of his death, but they are advised that the same now in the hands of the said Emma K. Slack and J. Oliver Wadlow ought to be applied to the payment of the claims of your Orators and of other creditors of the said William D. Slack, so far as the same will extend, and that any deficiency in said personal estate ought to be supplied by the sale of all or such part thereof as may be necessary of the real estate of their aforesaid debtor,

7, That the said Emma K. Slack and J. Oliver Wadlow—

administrators as aforesaid have wholly refused to pay any part of their aforesaid claims, or to render unto them any discovery of the aforesaid personal estate in their hands, and your Orators are unable to obtain adequate relief against them, or against the aforesaid real estate without the aid of this Court.

To the end therefore

(1) That the Defendants hereinbefore named may answer the several matters and things hereinbefore set forth as fully and particularly as if the same were herein again repeated, and they were thereunto interrogated.

(2) That the said Ellen H. Tooley and Clive Wadlow Mortgagees may answer this Bill and set forth fully and particularly the amount due to them respectively under and by virtue of their respective Mortgages.

(3) That the said Emma K. Sleach and Oliver Wadlow administrators aforesaid may also set forth an account of the personal estate of their intestate and what part thereof is in their hands, and how much thereof has been disposed of by them in payment of their intestates debts or otherwise and what debts, and to what amount remain unsatisfied.

(4) And that the defendants Emma K. Sleach, and Maud Leonie the wife of the said William D. Sleach, may discover all and singular the Real Estate of which the said intestate was seized or entitled at the time of his death, and where the same and every part thereof is or lies situate.

5 That an account may be taken under the direction of this Court of the said debts so due aforesaid due to your Orators, and of all other debts which were owing by the said intestate at the time of his death, and which remain unpaid, and also the personal estate and effects of the said Intestate received by or for the use of the said Emma K. Sleach and Oliver Wadlow as administrators aforesaid, and that the personal estate may be applied in a due course of administration in payment of the debts of the Intestate due to your Orators, and to other creditors who may come in and contribute to the expenses of this suit. And that the aforesaid real estate or so much thereof as may be necessary for the purpose, may be decreed to be sold clear free and discharged of any of the aforesaid liens thereon and decreed discharge of the Widow's dower rights therein for the payment of so much of the aforesaid debts, as may remain unsatisfied by the application of the personal estate aforesaid, and that the proceeds of the sale of said Real estate be applied in payment of the amount to which said Widow shall be entitled in lieu of her dower, and in payment of the liens hereinbefore mentioned according to their legal priority.

(6) And that your Orators may have such other and further relief as the case may require.

25 x 10
32 x 10
25 x 10

May it please your Honor. Pursuant unto your Orders the Writ of Subpoena directed to the said Emma K. Slack, and J. Oliver Stadler, administrators of the said William D. Slack deceased, and to the said J. Oliver Stadler, Ellen W. Tracey, Emma K. Slack, Herbert Devries and to the said Maud Devries as infant, two of whom reside in Carroll County aforesaid commanding them, and each of them or their Solicitor in this Cause or before a certain day to be named therein to answer the premises and to show cause, if any they have why a decree ought not to be passed as prayed, as in duty bound your Orators will ever pray &c,

Charles E. Fink.
Solicitor for Complts.

Exhibits A & B. Contained among the Papers, therefore omitted.

Exhibit C. Is a Copy of a Judgment recorded in the Judgment Record of Carroll County in Liber B.P.C. No 12 folio 103,

Exhibit D, Is a Copy of a Mortgage from Wm. D. Slack & wife to Joseph Slack, dated Apl 9th 1887. for $1375.00 Recorded among the Real Estate Mortgage Records of Carroll County in Liber N.H.W. No 28 folio 123 &c assigned to Oliver Stadler,

Exhibit E, Is a Copy of a Mortgage from Wm. D. Slack & Ella W. Tracey dated Dec. 31st 1895 for $800.00 Recorded among the Real Estate Mortgage Records of Carroll County, in Liber B.P.C. No 137 folio 499 &c,

Exhibit F

Exemplification of Letters Administration.

State of Maryland Carroll County Sct.

The Undersigned Register of Wills for Carroll County aforesaid hereby certifies that it appears from the Records in his said Office, that Administration of all the goods, Chattels, rights, credits and personal estate of William D. Slack late of Carroll County deceased, who died intestate leaving personal property within this State was granted and committed by the Orphans Court of Carroll County, on the 4th day of February, in the year eighteen hundred and ninety eight, unto Emma K. Slack, duly sworn, who were duly appointed administrators of said deceased, as testamony whereof I hereunto subscribe my name and affix the Seal of my said Office,

Test 2 This 8th day of June A.D. 1898.
Clerk 3

Joseph D. Brooks
Register of Wills for Carroll County, Maryland.

Answer & Petition of Emma K. Slack

No 3674 Equity.

John McDonald and Mortimer J. McDonald, Trading as John McDonald & Co.
vs
Emma K. Slack nee

Carroll Co.

To the Honorable the Judges of said Court.

The Answer and Petition of Emma K. Slack, by her Attorney Guy W. Steele to the Bill of Complaint filed in this Cause respectfully sheweth,

1st That she neither admits nor denies the allegations of the 1st 3rd 4th

6th & 7th paragraphs of the defendants Bill of Complaint.
2nd That she admits the allegations of the 2nd paragraph of said Bill of Complaint, having and accepting the allegation of indebtedness of said William D. Slack, while allegation of indebtedness she neither admits nor denies,
3rd That she admits the allegations of the 3rd paragraph of said Bill of Complaint,
4th That the said William D. Slack was seized and possessed in fee simple during his life of two tracts and a lot of land lying contiguous to and adjoining each other and containing in the aggregate about 161 acres of land on which land is situated along the Elkton road about one mile from the village of Elkton in said Cecil County and was held by the said Wm D. Slack at the time of his death.
5th That she objects to said real estate or any part thereof being sold free and clear of her dower therein.

Therefore the said Emma K. Slack respectfully prays your Honorable Court to assign and set off to her a one third part of the said real estate of which the said William D. Slack died seized and possessed, or for her dower. And that she be decreed to hold and possess the same for her life and she further prays your Honor to order that Commissioners may lay off her dower, and make a return of their proceedings to this Court, subject to its further order, That she may have such other relief as her case may require. And as in duty bound &c,

Levy H. Steele
Sol. for Emma K. Slack,

Order of Court appointing Commissioners

It appearing to the Court from the proceedings in this Cause that Emma K. Slack, widow of William D. Slack is entitled to dower in the Real Estate of which the said William D. Slack died seized and possessed and which is in these proceedings mentioned, and to the end that this Court may be enabled to make a just assignment to the said Emma K. Slack of her dower in the said Real Estate, It is thereupon Ordered this twenty ninth day of July A.D. 1878, by the Circuit Court for Cecil County, sitting as a Court of Equity, that a Commission issue to Simon Veditbert, Booth Dillon, Theophilus Shewbrick, Henry Bernard & Ralph Lee, of said Cecil County, authorizing them or any four or three of them to go upon, walk over, survey, lay off and designate one third part of the said premises as asked for by dower of the said Emma K. Slack, in the same, And that the said Commissioners be directed to make out a plat and certificate exhibiting an accurate description of the third part of the dower so by them laid out. and to make a return of their proceedings to this Court as soon as may be subject to its further order upon the same, And the Clerk of the Circuit Court for Cecil County as a

PLAT OF WILDSLACK ESTATE
Dresden District
From Survey by J.O. Davies 1870
Showing Widow's Dower surveyed
August 8th 1959 by H. Hoffmeyer
Dom. Land Surveyor
for Dominion Coal Co.

Scale 20/per = inch.

AREA
30.5.15

Widows Dower
80 Acres
(Shown edged on the plan)

Chapter Line on Oak Posts

Chapter Line on Oak Posts

Chapter Line on Oak Posts

Court of Equity, be & he is hereby directed & desired said Commission in accordance with this Order, & which commission shall be annexed the usual oath of office, and said Commissioners shall act in pursuance with and subject to the rights of the Mortgage mentioned in this Cause

Charles B. Roberts.

Commission.

Maryland Set.

The State of Maryland, to Simon Sheibert, Brook Slacker, Adolphus Dellworth, Henry Bryan and Edward Phillips Lee, Greeting;

Know ye, that we have pursuant to an order of the Circuit Court in Equity, this day passed in a cause in our said Court, between John McDonald or de Plaintiffs and Emma K. Slack and others Defendants, No 3644 Equity, duly authorized and empowered you or any four or three of you Docket upon, mark out, survey, locate, and lay off one third part of the real estate, whereof William D. Slack, late of Carroll County died seized, and which is described in these proceedings consisting of a tract of land in the said Carroll County, containing in the aggregate about one hundred and sixty acres of land, situated along the Liberty road, about one mile from the Village of Eldersburg in said County, as and for the dower of the said Emma K. Slack in the said Real Estate, and that you make out & cause to be made out a plat and certificate of the said Real Estate, and an accurate description of the said one third part or dower so laid out, and when you shall have done so, you or such of you as shall act, are to certify and return unto this Court without delay your acts and proceedings in the premises by your certificate, plainly and distinctly written, closed up, sealed with your seals, by such of you as shall act in the premises, provided that before you or any of you shall act in the premises, you or such of you as are to act, shall each take the oath hereunto annexed, and be duly sworn and authorized faithfully and severally to administer said oath,

Witness the Honorable Charles B. Roberts Chief Judge of the Circuit Court for Carroll County, this fourth day of July A.D. 1898,

Issued this 29th day of July A.D. 1898,

Seal

Jas. B. Billingslea. Clerk,

Commissioner's Oath.

You shall according to the best of your skill and judgment lay off the dower as directed by the foregoing Commission and in all things truly and faithfully execute the powers given, and perform the duties required of you by the said Commission without favor or partiality to or prejudice or ill will against any person interested therein

Commissioner's Return.

John McDonald et al vs Emma K. Slack et al } No 3644 Equity. In the Circuit Court for Carroll Co.

To the Honorable the Judge of said Court.

We the subscribers commissioners appointed by a commission out of this Court, in the above case, and which Commission is hereunto annexed do hereby certify that after having taken the oath annexed, and said Commission for us to be taken, and given notice to the parties concerned of the time and place of our meeting, we did in pursuance of said notice meet on the land mentioned in the Commission, it being the land that William L. Slack deceased, died seized and possessed of, and did walk over and examine and appraise said real estate, and we do further certify that in obedience to the said Commission, we have located and laid off one third part of the Real Estate in the proceedings mentioned, having regard to the quality and quantity, as dower for the dower of the said Emma K. Slack. And in pursuance with and subject to the rights of the mortgagees, in this case, we did lay off said dower in two tracts, one tract being in the land covered by a Mortgage from William L. Slack to Joseph Slack, a copy of which is filed in this cause, marked "Exhibit D," and we included in the said dower in this tract a small house and lot, all of which we have designated in our return, and the plats accompanying the same by the name and name of "Division A," and the other tract of the said dower, we laid off, in the tract of land covered by a Mortgage from said William L. Slack, to Ella H. Tracy, a copy of which is filed in this cause and marked Exhibit E, which we have designated in our return, and the plats accompanying the same as Division B, the two dower tracts containing in the aggregate, 58 acres of land, the particulars of which will fully appear by the Schedule hereto annexed, forming part of this return, containing a plat and certificate of said lands, and an accurate description of the one third part or dower so laid off, all of which proceedings with the Schedule, and the aforesaid Commission, we return, closed under our hands and seals this — day of — A.D. 1898.

Simon Colebert (Seal)
Brook Gallion (Seal)
Adolphus Skowcroft (Seal)
Philip L. Lee (Seal)

Expenses of the Commission.

Commissioners Simon Colebert, Brook Gallion, Adolphus Skowcroft and Philip Lee. $8.00
Surveyor for Surveying and making Plat. 7.00
Total, $15.00

Schedule

Of the Real Estate that Wm. L. Slack died seized and possessed of.

About one hundred and sixty one acres of land, situated along the Liberty road, about one mile from the Village of Eldersburg, in Carroll County, of the State of Maryland. It consists of three tracts of land, one tract containing about 69 a. 1 R. 7 P. and being the same

tract of land that the said Wm D. Slack obtained from Joseph Slack and wife by deed dated June 4th 1875 and recorded among the Land Records of said Carroll County in Liber W.B.S. No 45 folio 386 &c, a second tract of land containing 90 a. 3 R. 4 1/2 P. being the same tract of land that said William D. Slack obtained from Joseph Slack et ux. by deed dated March 18th 1891, and recorded among the Land Records of said Carroll County in Liber W.B.C. No 72, folio 334 &c, about one acre of this tract of land was exchanged by said William D. Slack, with John A. Davis for about the same quantity of land by deeds under date of Dec 1st 1896, which deeds were duly recorded among the Land Records of said Carroll County. This exchange was made for the purpose of straightening their division line, and a third tract consisting of about one acre of land which was obtained by the said Wm D. Slack from Joshua Senseney et al by deed dated September 6th 1882, and recorded among the Land Records of said Carroll County in Liber W.B.T.S. No 57 folio 454 &c. All of these tracts adjoin and form in the whole, a single tract of land as appears by the plat of same, hereunto filed as part hereof, the said tract the first colored orange is the tract of land obtained from Joseph Slack and wife as aforesaid, and contains 69 a. 1 R. & 7 P. the tract colored light blue is the tract of land obtained from Joseph Slack et al as aforesaid, and contains about 90 a. 3 R. 4 1/2 P. and the tract colored green, the tract of land obtained from Joshua Senseney et al as aforesaid and contains about one acre of land. The whole of said tracts of land and the improvements thereon valued at. $ 6780.00

Division A.

Consisting of the one acre obtained from Joshua Senseney et al. as aforesaid and 69 A 1 R & 7 P obtained from Joseph Slack and wife as aforementioned,

Land valued at, $1750.00

Improvements thereon, 2300.00

Total $ 4050.00

Said tract of land designated as the dower of Emmie K. Slack widow of the said William D. Slack, deceased, thirty acres of said land as follows, Beginning for the same at a point in the centre of the Liberty Road, 24.35 perches from the end of the 6th line in a deed from Joseph Slack and wife to Wm D. Slack, under date of June 4th 1875, and recorded among the Land Records of said Carroll County in Liber W.B.T.S. No 45 folio 386 &c, and running thence in centre of said Liberty Road, South 6 1/2 degrees, East 28 perches to a corner, thence South 20 3/4 degrees, East 98 1/10 perches to a stone marked with the letters S. thence South 56 degrees, West 47 perches to the centre of the Ridge Road, thence for the centre of said road, North 21 degrees West 33 1/10 perches, thence North 32 1/2 degrees East 114 2/10 perches to the place of beginning the one acre of land obtained from Joshua Senseney et al to be included in this thirty acres,

Thirty acres of land valued at. $1050.00

Improvements thereon valued at 300.00

Total $1350.00

Division B.

All of the balance of the Land of said William D. Slack, consisting of about 90 & 3 R. 0 18 P. and being the Land Colored Blue on the said Plat hereunto filed. Valued at $2730.00

Said off Land designated as and for the dower of said Emma K. Slack in said tract of Land, 28 acres of said tract laid as follows, Beginning for the same at a stone in the centre of the Liberty Road, at a Corner between the Lands of John A. Davies and said William D. Slack deceased, being the end of the second line in a deed from said William D. Slack to John A. Davies under date of December 1st 1876 and recorded among the Land Records of said Carroll County in Liber J.B.C. No 83 folio 490 &c, and running thence on the centre of said Liberty Road, South 65¾ degrees, East 32 perches thence South 18½ degrees, West 142⅝ perches to intersect the second line of deed from Joseph Slack et al to W.D. Slack, under date of March 1st 1871. and recorded among the Land Records of said Carroll County in Liber J.B.C. No 73 folio 334 &c, at the end of 27 perches from the beginning of said line, thence with said line reversed, North 61¼ degrees, West 27 perches, thence North, 14 degrees, East 2⅞ perches, thence North 78¼ degrees, West 5⅝ perches to a Locust on the Line of the Land of John A. Davies thence North 18½ degrees, East 138⅛ perches to the place of beginning, and containing Twenty eight Acres &. as mentioned in a deed from John A. Davies to said W.D. Slack, dated December 1st 1876, and duly recorded among the Land Records of said Carroll County. Said 28 Acres valued at. $910.00

The lines of the widows dower as above described will fully appear by reference to the certificates of Philip C. Kennedy C.S. for Carroll Co. marked No 1 & No 2, and hereto filed as part of this declaration and return,

Courses and distances of the Widows dower in estate of W.D. Slack, near Eldersburg, Carroll County Maryland.

No 1, Beginning at a point in the centre of the Liberty road, 25 perches and the end of the 6th line in a deed from Joseph Slack, et ux to William D. Slack, dated June 1875, recorded in the Land Records of Carroll County, in Liber J.B.C. No 73 folio 334 &c, and running thence in centre of said road, South 65½° East 28 perches to a corner thence South 20¾° West 98⅝ perches to a stone marked with the letters S, thence South 56° West 47 perches to the centre of the Ridge road, thence on centre of said road, North 21° West 33⅝ perches thence North 32½° East 114½ perches to beginning as directed by the deed aforesaid Commissioners and containing 36 acres of land. The above described tract including one acre of land conveyed to by Joshua Lemmon and others to William D. Slack by deed of September 8th 1882.

Philip C. Kennedy
C.S. for Carroll County

Aug 5 1898.

25×10

32×10

25×

Courses and distances of Widows dower in estate of William D. Slack, near Elkton, Cecil Co. Maryland.

No 2. Beginning at a stone in the centre of the Lebanon road, a corner between lands of John A. Davies and said Slack being the end of the 2nd line of a deed of William D. Slack to John A. Davies dated December 1st 1896 and recorded in the Land Records of Cecil County in Liber B. & C. 83 folio 490 &c, and running thence on centre of said road South 65¾° East 32 perches thence South 18½° West 142 9/10 perches to intersect the second line of a deed of Joseph Slack and wife to Wm. D. Slack, dated March 18th 1891, and recorded in Land Records of Cecil County in Liber D. T. S. 72 folio 334 &c, at the end of twenty seven perches from the beginning of said line, thence with said line reversed North 6¾° West 27 perches thence North 14° East 28 perches thence North 78¼° West 5 5/10 perches to a point in line with lands of John A. Davies thence North 18½° East 138 2/10 perches to beginning, and containing three acres as mentioned in a deed from John A. Davies to Wm. D. Slack dated December 1st 1896, as directed by the duly appointed Commissioners. Containing 28 acres of land more or less.

Philip C. Kennedy,
C. C. of Cecil County.

Aug 5th 1898,

Agreement waiving notice of the return of Commissioners.

John McDonald et al
vs
Emma H. Slack et al

No 3644 Eq suit.
In the Circuit Court for Cecil County.

It is agreed this 6th day of September A.D. 1898, by and between Emma H. Slack, widow of William D. Slack, deceased, and Maud Davies the only child and heir at law of said William D. Slack, and Herbert Davies her husband, that they waive all notice of the return of the Commission issued in the above cause to lay off the dower of said Emma H. Slack, in the real estate mentioned in these proceedings and agree to the immediate ratification of said return.

Guy W. Steele
Sol for Emma H. Slack
Boyd & Parke, Solicitors for
Maud Davies & husband.

Emma H. Slack,
Maud De Vries
Herbert De Vries,

Final decree,

John McDonald et al
vs
Emma H. Slack et al

No 3644 Eq suit.
In the Circuit Court for Cecil County.

The Court having read and considered the proceedings in this cause and the return of the Commissioners appointed to lay off and set aside the dower of Emma H. Slack, and it being agreed that an immediate decree shall be passed thereon:

It is thereupon this 7th day of September A.D. 1898. by the Circuit Court for Carroll County sitting as a Court of Equity, Ordered, Adjudged and Decreed, that the return of the Commissioners filed in this Cause be and the same is hereby ratified and Confirmed; and that the said Emma H. Slack, shall have and hold in severalty for and during the term of her natural life, as and for her dower in the real estate in the proceedings mentioned, all that part of the said Real Estate which is described and designated in the aforesaid return of the Commissioners and the plats accompanying the same as "Division A." and "Division B." containing in the aggregate fifty eight acres of land more or less, the boundaries whereof the part which is designated and described in the aforesaid return of the Commissioners as Division A, containing fifty acres of land more or less, subject to such rights as Isabella Shallow Assignee of Mortgagee and his assigns may have therein,

Lincoln B. Roberts.

Recorded & Ex'd

per Jas. H. Billingslea

Clerk,

Auditor.

Joshua W. Herring
Trustee Mortgagee
vs
Samuel D. Shipley

No 3598 Equity.

In the Circuit Court for Carroll County in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court passed in this Cause, he examined the papers filed in the Cause, and thereupon stated the within Account as follows.

He first made the Statement of Chattel Mortgage Claim which is herewith filed. He then charges the Mortgage with the purchase money and interest in his hands Debit. the sum of $517.58 and the costs allowed him in his Commission and expenses, and all costs to him yet to be allowed. He then distributed the credit of $183.53 of Rosada D. Shipley being the amount agreed upon to be allowed her in the Assignment in lieu of her claim as set out in her petition and Chattel Mortgage filed in this Cause, as appears by the Agreement of Solicitors in the Petition of Rosada D. Shipley, filed in this Cause, July 19 1898. The balance of purchase money Debit $23.54 the Auditor distributed to Joshua W. Herring Trustee Mortgagee in part payment of the balance of his Chattel Mortgage Claim of $57.47 debt and interest, which appears by the Statement of Chattel Mortgage Claim herewith filed, which said balance of said Claim he pays said balance of Chattel Mortgage Claim, to the extent of Eight hundred and twenty three 70/100 dollars.

All of which is respectfully submitted,

1898 August 17th — Wm. J. Bloodsworth Auditor.

The Mortgagee Personal Property of Samuel D. Shipley

In Account with Joshua W. Herring Trustee Mortgagee.

Debtor		
1897. December 8th. By Sales of the Mortgaged Personal property, then made by the Mortgagee to various persons, at public sales as appears by his report filed in this Cause, December 10 1897. aggregating the sum of.	$ 504.	25
By Amount proceeded by the Mortgagee, being interest due him for purchase money, as appears by the Testimony & Auditors filed in this Cause August 15 1898 Debit by same as	13.	33
Amount of Trust fund	$ 517	58
Creditor.		
To the Mortgagee for his Commissions	$ 34.	05
To the Mortgagee Amount paid Wm. J. Bloodsworth, Collr. One half of taxes for 1896 & 1897. per Vouchers No. 1 and 2 filed	7.	79

To the Mortgagee Amount paid Thomas A. Murray, Solicitor for professional Services rendered per Voucher No 3 filed.	35.	00
To the Mortgagee Amount paid Vandeford Bros. for printing per Voucher No 4 filed,	3.	00
To Jas. H. Billingslea, Clerk,	13.	10
To Publication Order nisi on this account,	1.	50
To Jno. J. Baumgartner, Auditor. making Statement of Mortgage Claim. Stating this account &c,	6.	75
Amount of Expenses, &c,	101.	19
To Rosalie L. Shipley the amount agreed upon to be allowed her in payment in fee of her claim as set out in her Petition and Chattel Mortgage filed in this Cause, as appears by the Agreement of Solicitors in the matter of the Petition of Rosalie L. Shipley filed in this Cause July 19th 1898. to wit: the sum of.	182.	83
To Joshua W. Hering Trustee Mortgagee, the balance of purchase money. to wit: $233.56 in part payment of the balance of his Chattel Mortgage claim of $405.47 debt and interest which appears by the Statement of Chattel Mortgage claim, Record, filed. which said balance to pay said balance of Chattel Mortgage claim to the extent of $233.56 the amount,	233.	56
Amount of Claim	$ 517.	58

Order nisi &c,
No 3598 Equity.

Joshua W. Hering
Trustee Mortgagee.
vs
Rosalie L. Shipley

In the Circuit Court
for Carroll County.

Ordered this 17th day of August. A.D. 1898. That the account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 5 day of September next: Provided a copy of this order be inserted in some newspaper published in Carroll County, for three successive weeks before the last named day in some newspaper published in Carroll County.

Jas. H. Billingslea. Clerk.

True Copy
Test
Westminster Md. October 19th 1898.

We hereby certify that the annexed Order nisi of the Court was published for two successive weeks, prior to the 5th day of September. 1898, in The Democratic Advocate. a Newspaper published in Carroll County Md.

Vandeford Bros. Editors and Publishers,

Order ratifying Auditor.

Ordered this 22nd day of October A.D. 1898. That the foregoing Account of the Auditor. be and the same is hereby finally ratified and confirmed. in case to the contrary having been shown. although

notice of hearing be given as required by the preceding order in it, and Joshua W Deering trustee Mortgagee is hereby authorized and directed to distribute the fund in this cause in accordance with this decree.

Charles B. Roberts.

Recorded

Dec 9th per Jas. H. Billingslea. Clerk.

25×10 32×10 25×10

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the first Monday of September (it being the 5 day of the same Month) in the year of our Lord One thousand eight hundred and ninety eight.

Were Present.

The Hon. Charles B. Roberts. Chief Judge.

Ephraim Haines Esq. Sheriff.

Jas. H. Billingsley, Clerk.

Among other Were the following proceedings Vizt:

Be it remembered that before Us Vizt: On the 8 day of January A. D. 1897. John C. Shipley Mortgagee, by James A. Leppard Esq. his Attorney comes here into Court sitting as a Court of Equity, and files his Bill of Docket a Case, which appears in form and words as follows Vizt:

John C. Shipley, Mortgagee & Pltff. vs Nathaniel B. Gardner, Fannie A. Gardner his wife and Susanah Gardner Mortgagors } No 3508 Equity. In the Circuit Court for Carroll County. B. F. Crouse Clk.

Please file Original Mortgage, marked Exhibit A. & B. also file Original Mortgage Notes marked Exhibit C. & D. file and observe accompanying Bond and Docket Case as above in Equity Docket.

Jas. A. C. Bond, Attorney for Mortgagee & Pltff.

Exhibit A. Is the Original Mortgage from Nathaniel B. Gardner & others to John C. Shipley dated March 21st 1890 for $600.00 Recorded March 26 1890 among the Real Estate Mortgage Records of Carroll County, in Liber W. N. H. No 29 folio 178 &c.

Exhibit B. Is the Original Mortgage from Nathaniel B. Gardner & wife to John C. Shipley dated February 21 1894, for $500.00 Recorded February 27 1894, among the Real Estate Mortgage Records of Carroll County in Liber B. B. 6. No 34 folio 466 &c.

Exhibit C.

$600.00 March 21st 1890.

Five years after date we jointly and severally promise to pay to John C. Shipley or order, Six Hundred dollars for value received, with interest from date, payable annually. Nathaniel B. Gardner, Susanna Gardner

One years Interest paid on this within note, Endorsed

Interest paid on the within note to March 21st 1894.

Exhibit D.

$5000.00 Ten

February 2nd 1894.

One year after date I promise to pay John L. Shipley, or order, five hundred dollars, for value received with interest from date,

Nathaniel B. Gardner.

Endorsed
And to secure the within note $1800 dated 16 December 1895.

Mortgagee Bond

Know all men by these presents, That we John L. Shipley and James A. L. Bond, of Carroll County, State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of four thousand dollars, to be paid to the said State, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of their heirs, executors and administrators jointly and severally, firmly by these presents, sealed with our seals and dated this 8th day of January 1897, Whereas by a deed of Mortgage dated 21st day of March 1894, and duly recorded among the Real Estate Mortgage Records of Carroll County Maryland, in Liber W. N. R. No 29 folio 178 &c, certain real estate and personal property situate in said Carroll County, State of Maryland, were by said Mortgage conveyed by Nathaniel B. Gardner, Fannie L. Gardner and Susannah Gardner to the said John L. Shipley, to secure the payment of certain money and interest as set forth in said Mortgage, and Mortgage note therein described And whereas by another deed of Mortgage dated 21st February in the year 1894, and duly recorded in Liber B. F. C. No 134 folio 406, one of the Real Estate Mortgage Records of Carroll County Maryland, certain Real Estate and personal property situate in said Carroll County Maryland and therein described, were conveyed by the said Nathaniel B. Gardner and Fannie L. Gardner his wife to the said John L. Shipley to secure the payment of certain money and the interest as set forth by said Mortgage and the promissory note therein described, And whereas in said second Mortgage is contained a clause authorizing a sale of the Mortgaged premises and property by the Mortgagee said John L. Shipley his Executors, Administrators or assigns in case of default being made in payment of the Mortgage debt or interest thereon, or in any covenant condition or agreement in said Mortgage. And whereas default has been made in the payment of both of said Mortgages and the Mortgage debt and the interest and in other conditions of said Mortgages And by virtue of the authority given in said Mortgages the above bounden John L. Shipley Mortgagee in said Mortgages is about to sell the mortgaged property by said Mortgages conveyed. Now the condition of the foregoing obligation is such that if the above bounden John L. Shipley do and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged property or the proceeds thereof, then the foregoing obligation to be void, otherwise to remain in full force and virtue in law Signed Sealed and delivered in the

Presented &
Read & Docketed
Bond approved Jan 8th 1897. Test: Benj. B. Crouse, clerk,

Report of Sale

John C. Shipley
James A. C. Boyd
Solrs

John C. Shipley Mortgagee
vs
Nathaniel B. Gardner and
Fannie H. Gardner his wife
and Susannah Gardner
Mortgagors

No 3508 Equity,
In the Circuit Court for
Carroll County.

To the Honorable the Judges of said Court.

The report of Sale of John C. Shipley Mortgagee and Plaintiff in this case respectfully shows that by virtue of the powers of sale contained in two deeds of Mortgage one from the defendants, Nathaniel B. Gardner and Fannie H. Gardner his wife and Susannah Gardner, to John C. Shipley dated 21st March 1890, and recorded among the Real Estate Mortgage Records of Carroll County, in Liber W. N. H. No. 34 folio 1780 &c, and the other from the defendants Nathaniel B. Gardner and Fannie H. Gardner his wife to John C. Shipley dated 21st day of February 1894, and recorded among the Real Estate Mortgage Records of Carroll County, in Liber B. P. C. No. 34 folio 486 &c the undersigned Mortgagee of said Mortgages after giving bond, in the penalty of two thousand dollars, in conformity to law, which said Bond is filed in this Cause, and approved by the Clerk of this Court, did leave to sell, and after giving notice of the time place manner and terms of sale, as follows, to wit, by giving notice thereof in The Carroll County Times, a newspaper published in Westminster Carroll County Maryland, for more than four successive weeks prior to the day of sale, of the time place and terms of sale as per said Decree, by the Printers Certificate of publication hereto filed, Marked Exhibit No. attended at the Court House door in the City of Westminster Carroll County Maryland, on Monday 8th day of February 1897, at 1.30 o'clock P. M. and then and there offered at Public Sale to the highest bidder the following described property, situate lying and being in Carroll County, State of Maryland, containing One Hundred and Forty nine acres of land more or less, mentioned in said Mortgages and conveyed by said Mortgages, and the aforesaid Corporation thereon, and sold the same to Columbus A. Shipley of Carroll County Md, at and for the sum of Fourteen hundred and Thirty one dollars, he being the highest bidder therefor, and the said purchaser elected to pay said purchase money cash, upon the ratification of said sale by this Court. A Copy of which is respectfully submitted,

Jas. A. C. Boyd Sol.

John C. Shipley, Mortgagee

State of Maryland, Carroll County Sct:

I hereby certify that on this 11th day of February, in the year eighteen hundred and ninety seven, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Carroll County, personally appeared John C.

Shipley Mortgage aforesaid and made oath on the Holy Evangels of Almighty God that the matters and things stated in the foregoing Report of Sale are in all things therein stated to the best of his knowledge and belief, and that the sale was duly made.

John M. Gungling, J.P.

Order nisi on Sale.

John C. Shipley Mortgagee. vs. Nathaniel B. Gardner, and Daniel H. Gardner his wife and Susannah Gardner Mortgagors

No 3508 Equity.

In the Circuit Court for Carroll County.

Ordered this 11th day of February 1897 that the sale of the property mentioned in these proceedings, made and reported by John C. Shipley Mortgagee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 8 day of March next. Provided a copy of this Order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the 1st day of March next. The report states the amount of sale to be $1145.00.

Benj. H. Crouse, Clerk

Order Ratifying Sale

John C. Shipley Mortgagee vs. Nathaniel B. Gardner and Daniel H. Gardner his wife and Susannah Gardner Mortgagors

No 3508 Equity.

In the Circuit Court for Carroll County.

Ordered by the Court this 9th day of March, in the year 1897, that the sale made and reported by the Mortgagee aforesaid, be and the same is hereby finally ratified and confirmed unless cause to the contrary thereof be shown, although due notice appears to have been given as required by the order nisi as in said Cause, and the Mortgagee allowed the usual Commissions and such further expenses as he shall produce vouchers for to the Auditor.

Charles B. Roberts,

Judge.

Auditor's

John C. Shipley Mortgagee Nathaniel B. Gardner and Daniel H. Gardner his wife and Susannah Gardner Mortgagors.

No 3508 Equity.

In the Circuit Court for Carroll County.

Jos Carroll Lewis, Jr. Equity.

Certificate

Office of American Advocate.

Westminster Md. March 9th 1897.

This is to certify that the annexed Order Nisi has been published in the American Advocate a newspaper printed and published at Westminster Carroll County Md. once a week for the space of 3 successive weeks previous to the 1st day of March 1897

Ed. Shipley Publisher per Jno. H. Miller,

25 X 10

32 X 10

25 X 10

To the Honorable the Judges of the Circuit Court for Cecil County, sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court, passed in this Cause, he examined the papers filed in the Cause, and therefrom stated the within account as follows. He first made the statement of Mortgage claims which is herewith filed. He then charged the Mortgagee with all the purchase money in his hands, and thereon allowed him his Commissions and expenses, and all costs properly to be allowed. He then distributed the balance of $706.82 to John L. Shipley Mortgagee in payment in part of his Mortgage Claim debt and interest which appears by Claim No. 1, in Statement of Mortgage Claims, herewith filed. He then distributed to Susannah Gardner widow of Loveless Gardner, late of Cecil County Maryland, deceased, the sum of $54.21 being 8% of $519.75 the balance of purchase money after deducting the Expenses, and the Mortgage Claim of John L. Shipley in which she united with her son the said Nathaniel B. Gardner and his wife, only child and heir at law of said Loveless Gardner, dec'd. which said sum of $54.21 is the amount to which she is entitled in lieu of her dower in the Real Estate in this Cause. The balance of Purchase money then left in Court, $464.99 the Auditor distributed to John L. Shipley Mortgagee in part payment of his Mortgage Claim of $464.99 debt and interest which appears by Claim No. 2 in Statement of Mortgage Claims, herewith filed which balance on the date of the ratification of this Report (March 9th 1897) (83 80/100) dollars, all of which is respectfully submitted.

1897, March 25th

Wm. Shipley Auditor

The Real Estate of Nathaniel B. Gardner and Jennie S. Gardner his wife and Susannah Gardner, only child and widow of Loveless Gardner late of Cecil County Md. deceased.

In account with John L. Shipley Mortgagee

	Debit.		
1897 February 8	By Sale of the Mortgaged Real Estate of the Mortgagee to Columbus L. Shipley as appears by his Report filed in this Cause February 11th 1897. Amounting to the sum of		$1431.00
	Credit.		
To the Mortgagee for his Commissions		$ 74.09	
To the Mortgagee to pay E. J. Stephens for printing per Voucher No 1 filed.		11.25	
To the Mortgagee to pay C. A. Gorsuch for advertising Sale per Voucher No 2 filed		5.00	

To the Mortgagee & pay Jos J. Brandenburg Coll. Taxes for 1896. per voucher No 3 filed.	18.	61
To the Mortgagee & pay. James A.C. Bond. Solicitor for professional services rendered per Voucher No 4 filed.	60.	00
To Benj. S. Crouse. Clerk.	20.	55
To Publication Order nisi in this account.	1.	50
To Jno. J. Baumgartner Auditor. Examination of Papers stating Statement of Mortgage Claims, stating this Account &c.	13.	50
Amount of Expenses.	204.	50
To John C. Shipley Mortgagee. on payment in full of this Mortgage Claim debt and interest which appears by Claim No 1 in Statement of Mortgage Claims hereunto filed the sum of.	706.	80
To Susannah Gardner widow of Lovelp Gardner late of Carroll County Maryland deceased. the sum of $54.71 being 2/19ths of $514.20 the amount of purchase money, after deducting the Expenses and the Mortgage Claim of John C. Shipley with which she united with her son. the said Nathaniel B. Gardner and his wife, only child and heir at law of said Lovelp Gardner dec'd. which said sum of $54.71 is the amount to which she is entitled in lieu of her dower in the Real Estate in this Cause Dower the Age of.	54.	71
To John C. Shipley Mortgagee. the balance of purchase money Viz. $464.99 in part payment of his Mortgage Claim of $468.81 debt and interest which appears by Claim No 2. on Statement of Mortgage Claims hereunto filed which balance on the date of the ratification of Sale (March 9th 1897) Credited by said Mortgage Claim to the extent of $3.82 the sum of	464.	99
Amount of Sale.	1431.	00

Order nisi &c Auditor.

No 3308 Equity.

John C. Shipley
Mortgagee.
vs
Nathaniel B. Gardner and
Fannie J. Gardner his wife
and Susannah Gardner
Mortgagors

In the Circuit Court for
Carroll County.

Ordered this 25 day of March A.D. 1897. That the Account of the Auditor filed in this Cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 12 day of April next. Provided a Copy of this Order be inserted in the Democratic Advocate once in each of three successive weeks before the last named day, in some newspaper published in Carroll County.

Benj. S. Crouse. Clerk,

Agreement of Counsel.

It is agreed this 19 Oct. 1898 that the within Auditors Account be ratified by Consent.

Jas. A.C. Bond
Atty for Petitioner.

George L. Stoeckdale
Atty for Objectors.

Order satisfying Decree.
No 3508 Equity.

John B. Shipley
Mortgagee
vs.
Nathaniel B. Gardner.
Annie B. Gardner
his wife, and Susannah
Gardner Mortgagors

In the Circuit Court for
Carroll County.
In Equity.

Ordered this 22nd day of October. 1898,
by the Circuit Court for Carroll County sitting as a Court of
Equity: That the Receiver of the Court filed in this
Cause, on March 25th 1897, be and the same is hereby
finally ratified and confirmed in accordance with the
aforegoing Agreement of the Counsel for the parties in said Cause, and
that said John B. Shipley Mortgagee and plaintiff be and he is hereby di-
rected to pay over the fund accordingly.

Charles B. Roberts,

Recorded & Ex'd
per Jas. H. Billingslea.
Clerk.

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the City of Westminster, in Carroll County in the State of Maryland, on the first monday of September (it being the 5 day of the same Month) in the year of our Lord, One thousand eight hundred and ninety eight.

Were Present,

The Hon. Charles B. Roberts, Chief Judge,

Ephraim Hawies, Esq. Sheriff.

Jas. H. Billingslea, Clerk.

Among other were the following proceedings Viz:

Be it remembered that heretofore Viz: On the 13th day of December A.D. 1897, Adolphus H. Ebenworth administrator &c by James A. Bond Esq. his attorney, files in Court here, his Petition, which appears in form and words as follows Viz:

Adolphus H. Ebenworth administrator of Ellen Clemmans deceased Plaintiff

vs

David Pough, George M. Pough, Harriet Pough Wm. H. Brandenburg, & Clinton S. Brandenburg Trustee and Committee of David Pough Defendants

No 3574 Equity.

To the Circuit Court for Carroll County.

To the Honorable the Judges of said Court,

The Petition of Adolphus H. Ebenworth administrator of Ellen Clemmans deceased, of Carroll County, State of Maryland respectfully shows,

1st That he files and presents to this Honorable Court, this petition, in his own behalf as also in behalf of all other creditors of the defendant David Pough, who shall come in and bear their proportion of Costs and expenses incident to this Petition and proceedings thereunder.

2. That Ellen Clemmans late of Carroll County, Maryland died in said County, on the 15 day of June 1897, intestate and on her estate, letters of administration were granted by the Orphans Court of Carroll County, to your Petitioner, who took upon himself said administration, and is in the course thereof at this time; and he refers to and files exemplification of said letters herewith filed and marked Exhibit A.

3. That a single bill for the sum of one hundred and fifty dollars dated 2d day of February 1886, with interest was drawn and executed by the defendant David Pough in favor of your intestate Ellen Clemmans, and the same is now held by your Petitioner as her legal representative, with accrued interest thereon from the 25 day of February 1896, as appears by said single bill herewith filed marked Exhibit B. and filed herewith,

4. That on the 21st day of August 1897. the defendants Harriet Pough and Mary E. Brandenburg. filed their petition in this Cause. to which this petition is prayed to be taken and considered as part. praying that a writ de lunatico Inquirendo may issue directed to the Sheriff of said County to inquire into the mental condition of said David Pough and to inquire as to the condition of his property and estate, and whereof it consists. That said Writ was granted by your Honorable Court. and directed to the Sheriff. who in the execution thereof duly empannelled a jury of Inquisition on the 27 day of August 1897. and an Inquisition was held and said David Pough so found mind, and that he had been such for 11 days of February 1897. and said jury also found that he was possessed of the following described property, to wit Beginning in Pocahon District Caroline County Maryland at the southeast corner of the addition to Hillsboro, at the return of said Sheriff dated on the 7 day of December 1897.

4. That said return and finding of said Jury was by your Honorable Court confirmed on said 7 day of December 1897. and the defendant Clinton B. Brandenburg was appointed Trustee and Committee of said David Pough and estate.

5 Your Petitioner shows that said Pough was indebted to him at said time of said finding and is now indebted to him therein, and as aforesaid, interest as before stated, and he further states that prior to said finding of the Jury he gave and is indebted to J. Davis Madison on two promissory notes, each of $100. and also to other persons other sundries in amounts aggregating over $500.00

6. That said David Pough was and is possessed of no personal property of any value, and that his said indebtedness and judgments is dependent upon the sale of his said real estate. held in the names of the Trustee and Committee Clinton B. Brandenburg, of with 163 acres as aforesaid

7 That said David Pough is now living in Pocahon District Caroline County Maryland. as well as his children, the defendants, George W. Pough, Harriet Pough and Mary E. Brandenburg, the latter a widow and mother of Clinton B. the Trustee aforesaid,

8. Your Petitioner prays that said Real Estate may be sold for the payment of the debts, of said David Pough, incurred prior to said Inquisition and that he may have such further and other relief as the nature of his Case may require.

May it please your Honorable Court to grant a Writ of Subpoena directed against said David Pough, George W. Pough, Harriet Pough, Mary E. Brandenburg and Clinton B. Brandenburg Trustee and Committee of Caroline County Maryland, commanding them and each of them to be and appear in this Court on some certain day to be named thereon,

And as in duty bound will ever pray

Jas. A. C. Bond
Solicitor for Petitioner.

Exhibit A.

Exemplification of Letters administration

State of Maryland Carroll County Sct:

I the undersigned, Register of Wills for Carroll County aforesaid, hereby certify that it appears from the records in my said office, that administration of all the goods, chattels, rights, credits and personal estate of Ellen Hemmans late of Carroll County deceased, who died intestate leaving personal property within this State, was granted and committed by the Orphans Court of Carroll County on the 22 day of June in the year eighteen hundred and ninety seven unto Adolphus H. Clemmons who was duly appointed administrator of said deceased.

In testimony whereof I have hereunto subscribed my name and affixed the seal of my said office this 10 day of December A.D. 1897. Joseph D. Brooks

Seal

Register of Wills for Carroll County Maryland.

Exhibit B. is duly described in the Petition —

Petition of Harriet Pough &c. Order of Court. Inquisition &c.

Harriet Pough. & Mary E. Brandenburg } In the Chancery Court for Carroll County sitting as a Court of Equity.

vs

David Pough } No 3514 Equity.

To the Honorable the Judges of said Court.

The Petition of Harriet Pough, and Mary E. Brandenburg, widow of Jesse H. Brandenburg, all of Carroll County, State of Maryland, respectfully shows,

1st That your Petitioners are the Children of said David Pough, and with George W. Pough are his only children.

2. That the said David Pough is in the eighty fourth year of his age, and for some time past has been physically weak. That on or [illegible] day of February 1897, the wife of the said David Pough died, that the shock of his wife's death, or for some other reason, so affected the mind of the said David Pough, that from the said time of his said wife's death to the present time he has been in a condition of mental imbecility, and is in that condition now, and that his mind has been during all said time, and is now so much debilitated and impaired as that he has been during all that time and is now Non Compos Mentis, and incapable of taking care of his person and of his property, and so far deprived of his ~~memory~~ reason and understanding, that he has been during all said time, and is now unfit and unable to govern himself or manage his affairs.

3. That the said David Pough was at the time of the becoming Non Compos mentis as aforesaid, and is now seized of a farm or parcel of land situate lying and being in Carroll County aforesaid containing one hundred and fifty three acres of land more or less, with suitable buildings and improvements thereon, of the value of six or seven thousand dollars, that he resided on said farm during all the time aforesaid and still resides. Your Petitioners therefore pray your Honors to order and direct a writ in the nature of a Writ de Lunatico Inquirendo to be issued.

to the Sheriff of Cecil County, to inquire into the Mental condition of the said David Pough and whether he is or not Compos Mentis, and whether he is so far deprived of his reason and understanding, that he is unfit and unable to govern himself and manage his affairs, and for how long he has been non Compos Mentis if he be so now, and that you may do all such other and further acts as they may be entitled to. And they will ever pray &c,

Pabaugh & Roberts, Sols for Petrs.

State of Maryland, Cecil County Sct:

I hereby certify that on this 21st day of August in the year eighteen hundred and ninety seven, before the subscriber a Justice of the Peace of the State of Maryland, in and for Cecil County, personally appeared Thomas Pough and Mary C. Brandenburg and severally made oath in due form of law that the Matters Facts and things in the aforegoing Petition contained are true as stated, to the best of their knowledge and belief,

Witness my hand and seal.

Nicholas D. Morris Seal J.P.

Ordered this 21st day of August 1897, that a Writ de Lunatico Inquirendo issue as prayed,

Charles B. Roberts,

Writ.

State of Maryland Cecil County Sct:

The State of Maryland, To J. Alvin Murray, the Sheriff of Cecil County Greeting;

Because we have information that David Pough of Cecil County in the State of Maryland is in the eighty seventh year of his age, and for some time past has been Habitually Drunk, that on the 6th day of February 1897, the wife of said David Pough died, that the shock of his wife's death, or from some other reason, so affected the mind of the said David Pough, that from the said time of his said wife's death to the present time he has been in a condition of mental imbecility and is non Compos Mentis, and incapable of taking care of his person and of his property, And being willing to take the case for the maintenance of the said David Pough, Command you that you diligently Inquire by the oaths of honest and lawful men by your Bailiwick by whom the truth of the matter may be better known, whether the said David Pough is deprived of reason and is non Compos Mentis, and unable to govern and take care of himself and his property and Estate, And if he be, then whether from his Infancy or from any other time; And if from any other time, then from what time; And how and in what manner; And if he enjoys lucid intervals; And whether he being in such condition, devised any lands or tenements or not; And if so then what lands and tenements, and where, and to whom and in what or what manner or what lands the lands and tenements so devised are, and how and in what manner; And what lands and what tenements he got remain; And of whom or what person, as well the lands and tenements

ascertained & himself are holden; and by what services and how and in what manner; and how much they are worth by the year in all issues; and who is his next heir, and of what age; and the inquisition hereof duly and openly made, send & close under your hand and seal, and the seals of those by whom the same inquisition is made and taken and this Writ.

Seal Seal Cancelled

Witness the Honorable Charles A. Roberts Chief Judge of our said Court the 2 day of July A.D. 1897. Issued this 2nd day of August A.D. 1897.

Benj. L. Crouse Clerk,

Sheriff's Return.

I make return of the within Writ as follows. The same was duly executed by me on the 27 day of August 1897. on the premises and at the residence of the within named David Pugh, where and when 22 persons were duly summoned to appear, and act as jurors, all said persons being honest and lawful men, of my bailiwick. And 21. of said men attended and were duly sworn by me according to the said Writ, and heard the testimony of witnesses duly sworn by me, and inquired and sealed the inquisition hereto annexed and herewith returned.

J. Oliver Murray Sheriff.

Inquisition.

This Inquisition taken this 27 day of August, in the year eighteen hundred and ninety seven at the premises of David Pugh, and his residence in the Election District of Randall County in the State of Maryland, before J. Oliver Murray Esquire the Sheriff of said Carroll County in and by virtue of the annexed Writ de Lunatico inquirendo to him directed, issued out of the Circuit Court for Randall County sitting as a Court of Equity, upon the oaths of Albert A. Dorsey (1) John Painter (2) Sidney Wilson (3) Robert M. Jewett (4) William Leonhart (5) Marshall Selby (6) Philip Lauterbach (7) John Decabaugh (8) William E. Leech (9) James Dorsey (10) Wm T. Dennis (11) John H. Ruby (12) Alexander Moore (13) Jno. A. Davies (14) Henry Steele (15) James Baxter (16) S. A. Barnes (17) Henry Burk (18) James B. Long (19), Ele T. Ranzell, good and lawful men of the bailiwick who being sworn and charged upon their oaths to inquire whether the said David Pugh is non Compos Mentis or not, and insufficient for the government of himself and of his property and estate, due to age defined of his reason and understanding that he is unfit and unable to govern himself or manage his affairs. and if he be, from what time, and how long, and whether from his nativity. and if from any other time, then from what time and how. and in what manner. and if he enjoys lucid intervals, and whether he, being in such condition alienated any lands and tenements or not, and if so, then what lands and tenements, and when and to whom. and in whose or what person or persons hands the lands and tenements so alienated are, and how. and in what manner. and whose lands and tenements he doth remain and of whom or what persons as well the lands

and tenements so divised as the lands and tenements attained & himself are holden, and by what services, and how: and in what manner, and how much they are worth by the year in all visues and who is his next of kin and of what age. Whereupon this was the said Jurors aforesaid do find that the said David Pugh, in the said Will named is non Compos mentis, without lucid intervals, and insufficient for the government of himself and of his property and estate, and is so and declared by his doctor and understanding that he is unfit and unable to govern himself or manage his affairs. And that he hath got into his present condition since his entry into this Court and that he hath been in that condition continuously since the 10th day of February in the year eighteen hundred and ninety seven or thereabout, and that he became in that condition of Non Compos Mentis and insufficiency and inability to govern himself or manage his affairs owing to bodily infirmity and weakness caused by advanced age, he being in the eighty fourth year of his age, and owing to the above occasioned thereby the death of his wife which occurred on or about the 16th day of February in the year eighteen hundred and ninety seven, and from which he is in a condition of mental imbecility from which he hath never recovered and in which condition he now is and for other reasons. And the Jurors aforesaid do further find that the said David Pugh was seized of a tract of parcel of land situate in said County and State aforesaid containing about one hundred and fifty three acres of land more or less, at the time when he became Non Compos Mentis, as aforesaid and that said real estate is of the value of $4000.00 or thereabouts and of the annual value by means of cultivation thereof of $200.00 or thereabouts. And the Jurors aforesaid do further find that the said David Pugh is holden & said land and Real Estate in fee simple. And the Jurors aforesaid do further find that said land and real estate was held by said David Pugh by purchase of one hundred and fifty acres two roods and nine perches of land more or less, and conveyance thereof to him by Joseph Kessler and wife by deed bearing date on the ninth day of April in the year eighteen hundred and sixty eight, and which is recorded among the Land Records of Queen Anne County in Liber W. H. No 2 folio 180 &c. And the Jurors aforesaid do further find that the next of kin of said David Pugh are his three children Dorith Hermit Pugh a daughter about the age of 38 years. Mary E. Brandenburg a daughter about the age of 48 years, and George W. Pugh a son about the age of 52 years, all of whom reside in said Queen Anne County and State of Maryland. And we do further find that the said David Pugh has not aliened any land since the 1st day of February 1897.

In testimony whereof we the Jurors whose names and seals before written as well as the said Elbert Murray Esquire Sheriff as aforesaid have hereunto subscribed our names and affixed our seals the day and year

Test abone written

J. Oliver Murray, Sheriff Seal
Albert A. Dorsey Seal
John R. Pawlett Seal
Greenbury Wilson Seal
Robert H. Hewitt Seal
Wm Starkeart Seal
Marshall L. Selby Seal
Philip H. Lauterbach Seal
John Deckelbaugh Seal
Willie E. Veach Seal
James H. Dorsey Seal

Wm T. Devries Seal
John R. Bailey Seal
Alexander Moore Seal
John A. Devries Seal
J. Henry Steele Seal
Eli T. Buzzell Seal
James P. Carter Seal
T. A. Barnes Seal
E. H. Gates Seal
Henry T. Curley Seal
James B. George Seal

Order of Court.

Harriet Pough and Mary L. Brandenburg
vs
David Pough.

In the Circuit Court for Kanawha County, Sitting as a Court of Equity.
No 3574 Equity.

It is ordered this 7 day of December in the year eighteen hundred and ninety seven, by the Circuit Court for Kanawha County, sitting as Court of Equity, that the foregoing inquisition in this cause, taken on the 27 day of August, in the year Eighteen hundred and ninety seven, and duly returned by the Sheriff of Kanawha County, and filed on the 13 day of November in the year Eighteen hundred and ninety seven, be and the same is hereby satisfied and confirmed. And Wm H. Clendon Brandenburg, be and he is hereby appointed Committee of the person and estate of said David Pough, and therefore he acts as such Committee he shall give Bond as such, in the penalty of One thousand dollars, with security to be approved by this Court, or the Clerk thereof, And it is further ordered that the costs and expenses of said inquisition, and the taking thereof, including Counsel fees of the Petitioners, be paid out of the Estate of said David Pough by the said Committee.

Charles B. Roberts,

Answer of George M. Pough.

Adolphus H. Ehrenworth, administrator of Ellen Clemmans deceased
vs
David Pough and others Defts

No 3574 Equity.
In the Circuit Court for Kanawha County.
To the Honorable the Judge of said Court.

The answer of George M. Pough, to the Bill of Complaint or Petition exhibited against him and others in this Court answering says.

1- That he admits to be true, as therein stated all the matters and things alleged in the Bill or petition of Adolphus H. Ehrenworth, administrator of Ellen Clemmans deceased, filed in this cause, and desires this is an answer, And he consents to the passage of a Decree for the sale of the Real Estate as prayed

in said petition. And he prays to be dismissed with his reasonable costs in
this behalf sustained.

Geo. M. Pugh Defendant.

Answer of Mary E. Brandenburg.

Adolphus B. Chenoweth
administrator of Ellen
Clemmans deceased
vs
David Pugh and others
Defendants

In the Circuit Court for Kanawha County.
Sitting as a Court of Equity.
No 3574 Equity.

To the Honorable the Judges of the Circuit
Court for Kanawha County, sitting as a Court
of Equity.

The Answer of Mary E. Brandenburg, to the
Petition of Adolphus B. Chenoweth, administrator of Ellen Clemmans
deceased against her and others in this cause exhibited answering says.
That she admits the matters and facts stated in said
Petition to be true as therein set forth, and that she hereby consents to the
passage of an immediate decree in conformity with said Petition
and prays to be hence dismissed with her reasonable costs in this
cause incurred. And as in duty bound she will ever pray &c

Test: W. Clinton Brandenburg,

Mary E. Brandenburg,

Answer of Harriet Pugh

Adolphus B. Chenoweth
administrator of Ellen
Clemmans deceased
vs
David Pugh and others
Defendants

In the Circuit Court for Kanawha
County, sitting as a Court of Equity.
No 3574 Equity.

To the Honorable the Judges of the
Circuit Court for Kanawha County, sitting
as a Court of Equity.

The Answer of Harriet Pugh to the Petition
of Adolphus B. Chenoweth administrator of Ellen Clemmans
deceased against her and others in this cause exhibited answering says
That she admits the matters and facts stated in the said Petition to
be true as therein set forth, and that she hereby consents to the
passage of an immediate decree in conformity with said Pe-
tition. And prays to be hence dismissed with her reasonable costs
in this cause incurred. And as she duty bound she will ever pray &c

Test: W. Clinton Brandenburg

Harriet Pugh

Answer of W. Clinton Brandenburg, Trustee &c.

Adolphus B. Chenoweth
administrator of Ellen Clemmans
deceased
vs
David Pugh and others
Defendants

In the Circuit Court for Kanawha County.
Sitting as a Court of Equity.
No 3574 Equity.

To the Honorable the Judges of the Circuit
Court for Kanawha County, sitting as a Court
of Equity.

The Answer of W. Clinton Brandenburg, Trustee and
Committee of David Pugh, to the Petition of Adolphus B. Chenoweth
administrator of Ellen Clemmans deceased against him and others in

this cause exhibited answering prayer, That he admits the matters and facts stated in
the said Petition to be true as thereon set forth, and that he hereby consents to the passage
of an immediate decree in conformity with said Petition, Reserving to himself his
costs in this cause incurred.
Test: J. Oliver Bradford, W. Benton Brandenburg,
Trustee and Committee of David Pugh,
Cross-Complainant.

Adolphus H. Whitworth
Administrator of Ellen
Whitmans deceased
vs
David Pugh and others
Defendants

In the Circuit Court for Howard County,
Sitting as a Court of Equity.
No 3574 Equity.
To the Honorable the Circuit Court
for Howard County, sitting as a Court of Equity.
The above cause is hereby submitted for an
immediate decree,
Jas. A. L. Bond,
Solicitor for Adolphus H. Whitworth Administrator of
Frances Ann Payne Solicitor for George W. Pugh,
Elabeth Roberts, Solicitors for Harriet Pugh,
Wm. B. Brandenburg and Benton W. Brandenburg
Trustee and Committee of David Pugh,
Deceased,

Adolphus H. Whitworth
Administrator of Ellen
Whitmans deceased
vs
David Pugh and
others Defendants

In the Circuit Court for Howard County,
Sitting as a Court of Equity,
No 3574 Equity,
The above cause standing ready for hearing
and being submitted without argument
and the Bill and all other proceedings
were by the Court read and considered.
Whereupon this twenty third day of March, in the year eighteen
hundred and ninety eight, the Circuit Court for Howard County,
sitting as a Court of Equity, Adjudged Ordered and Decreed that
the Real Estate (or so much of it as may be necessary to answer
the Prayer of the Bill of Complaint filed in this cause) situate in
Howard County and State of Maryland, and described in the Bill
of Complaint and Exhibits in this cause be sold, and Jas. A. L.
Bond and John W. Roberts of said County and State, be and they
are hereby appointed Trustees to make said sale, and that the terms
and manner of their proceedings shall be as follows, they shall
give bond with the Clerk of this Court, approved by the Court in the
penalty of eighty thousand dollars, conditioned for the
faithful performance of the trust reposed in them by this
Decree, or the actions in them by any future Decree or Order in the
premises, they shall then proceed to make the said sale having

given at least three weeks notice by advertisement inserted in some newspaper published in Carroll County and by such other mode as they shall think proper of the time place and terms of sale, which shall be as follows to wit: the third part of the purchase money shall be paid by the purchaser or purchasers to the Trustees on the day of sale, or upon the ratification thereof by this Court, and the residue shall be paid in two equal payments, the one to be paid in six months, and the other in twelve months from the day of sale with interest, and to be secured in two equal payments, the one to be paid in six months, and the other in twelve months from the day of sale with interest, and to be secured by bonds of the purchaser or purchasers with security to be approved of by the Trustees, or if desired by the purchasers will be given all cash on the day of sale or upon ratification of sale by this Court, and as soon as may be thereafter the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an affidavit annexed of the truth thereof and of the fairness of said sale, and on obtaining the Courts ratification of the sale, and on the payment of the whole purchase money (and not before) the said Trustees shall by a good and sufficient deed duly executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers his her or their heirs the property and estate herein or thereby sold, free clear and discharged from all claim of the parties hereto respectively and defendants, and those claiming by from or under them or either of them; and the said Trustees shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the costs of this suit, the expenses of said sale, every such Commission to the said Trustees as this Court shall think proper to allow in consideration of the due attention and fidelity to the trust they shall appear to have discharged therein, and at the time of advertising said sale the Trustees are directed to give the usual notice to the Creditors of the said deceased to bring in their claims, with the vouchers thereof, to the Clerk of the said Court within two months from the day of said sale.

Charles B. Roberts.

Trustees Bond.

Know all men by these presents that we James A.C. Bond, John M. Roberts, and William B. Thomas and John E. Cunningham all of Carroll County in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of eighty thousand dollars current money to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs Executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 31st day of March in the year of our Lord one thousand eight hundred and eighty eight.

Whereas by a decree of the Circuit Court for Carroll County as a Court of Equity bearing date the 23rd day of March in the year eighteen hundred and ninety eight and passed in a cause in the said Court wherein Adolpheus H. Chenoweth administrator of Ellen Commens deceased is the Complainants and David Pugh and others are defendants, the above bound James A.G. Bond and John M. Roberts have been appointed Trustees to make sale of certain Real Estate in the proceedings in said Cause mentioned. Now the condition of the above obligation is such, that if the above bound James A.G. Bond and John M. Roberts do and shall well and faithfully perform the Trust reposed in them by said decree, or that may be reposed in them by any further decree or order of said Court in the premises then the above obligation to be void and of no effect, otherwise to remain in full force and virtue in law.

Signed Sealed and delivered
in the presence of
Prudence Wade Parke

James A.G. Bond [L.S.]
John M. Roberts [L.S.]
Wm B. Thomas [L.S.]
J.H. Cunningham [L.S.]

Within Bond filed & approved this 1st day of April 1898.

Jas. H. Billingslea. Clerk.

Test:
Report of Sale

Adolpheus H. Chenoweth
administrator of Ellen
Commens deceased
Plaintiff
vs
David Pugh and others
Defendants

In the Circuit Court for Carroll County.
Sitting as a Court of Equity.
No 3574 Equity.

To the Honorable the Judges of the Circuit Court for Carroll County. Sitting as a Court of Equity.

The report of James A.G. Bond and John M. Roberts, Trustees appointed by the Decree passed in this Cause to make sale of certain Real Estate therein mentioned respectfully show. That after giving bond with security for the faithful discharge of their trust as required by said decree and after giving notice of the time, place, manner and terms of sale by advertisement in the Democratic Advocate and American Sentinel two newspapers printed and published in Westminster in Carroll County and State of Maryland, for four successive weeks before the day of sale, as will more fully appear by the printers Certificate hereto filed as part of this report & sale marked respectively Exhibits D.A. and D.S. and by handbills extensively circulated throughout said County, did pursuant to said notice attend on the premises situate in Freedom District in said County and State on Saturday the twenty third day of April in the year eighteen hundred and ninety eight at one o'clock P.M. and then and there proceeded to sell the Real Estate mentioned in these proceedings as will more fully appear by reference to said advertisements above mentioned. In the first place your Trustees offered at

Public Sale to the highest bidder the Real Estate mentioned in these proceedings containing One hundred and fifty three acres of land more or less, known and excepting four acres four woods and four perches of land more or less. and sold the same to Georgia B. Pugh, wife of George M. Pugh, of Carroll County and State of Maryland, with all growing Crops thereon & without any reservation, at and for the sum of Three eight hundred dollars, she paid the sum of twelve hundred and eighty six dollars and fifty seven cents cash, to your Trustees on the day of Sale, and delivered to your Trustees two promissory notes, drawn respectively at six and twelve Months from the day of Sale, for twelve hundred and fifty six dollars and eighty seven cents each, with interest from day of sale with good security thereon, all of which will more fully & at large appear reference to Certificate of Purchase herewith filed as part of this report as made & filed.

All of which is respectfully submitted, James A. C. Boyd
John M. Roberts } Trustees.

State of Maryland, Carroll County to wit:

I hereby certify that on this twenty eighth day of April in the year eighteen hundred and ninety eight before me the subscriber a Justice of the Peace, of the State of Maryland, in and for Carroll County, personally appeared James A. C. Boyd and John M. Roberts, Trustees as above named and made oath on the Holy Evangels of Almighty God that the matters and facts stated in the aforegoing report of sale are true as therein stated to the best of their knowledge and belief and that the sale therein reported was bona fide and fairly made.

Wm. C. Cunningham, Justice of the Peace.

Exhibits A. & B. omitted. being Trustees Certificate of Notice of Sale of the Real Estate, mentioned in Purchasers Certificate of Purchase.

Purchasers Certificate.

Trustees Sale of a Valuable Farm in Freedom District Carroll County Md.

By virtue of a decree of the Circuit Court for Carroll County, sitting as a Court of Equity, passed in Cause No 3574 Equity, wherein Adolphus E. Chenoweth Administrator of Ellen Clemmens deceased is Complainant and David Pugh and others are the Defendants, the undersigned Trustees will offer at public sale, on the premises situate in Freedom District in Carroll County, Maryland on Saturday April 23rd 1898, at One o'clock P.M. the farm and premises containing 163 acres of land more or less adjoining and adjoining thereto 4 acres 2 roods and 4 perches of land as now located and laid off, the above described land being the same land which was conveyed to the said David Pugh by Joseph Hansen and wife by deed bearing date on the ninth day of April in the year 1838, and which is recorded among the Land Records of Carroll County in Liber W. D. No. 102 folio 180 &c. The above described land is now occupied by George M. Pugh. This farm is in the Liberty

25×10
32×10
25×10

road, about one fourth mile from Bredom, and about 1¼ miles from Edensburg, and adjoins lands of Col. James A. Bond, Julius B. Bond, J. Allen Madlow and others. It is well watered, and has two good stable orchards in bearing. There is a spring of good water and dairy near the house. The improvements thereon consist of a two story frame dwelling house, with back building, large bank barn in good condition, wagon shed, hog pen, corn house, and all necessary outbuildings.

A part of the part of said land described as above specified containing 4 acres 2 roods and 4 perches, will be shown on day of sale by Trustees.

Terms of Sale, One third cash on the day of sale, or upon the ratification thereof; one third in six months, and the other one third in twelve months from the day of sale, or if desired by the purchaser or purchasers, all cash on the day of sale or upon ratification of sale by the Court. The credit payments to be secured by the Notes of the purchaser or purchasers with approved security bearing interest from the day of sale.

James A. C. Bond
Clabaugh Roberts } Solicitors.
Jos. M. Bennett Asst,
Carroll County Md.

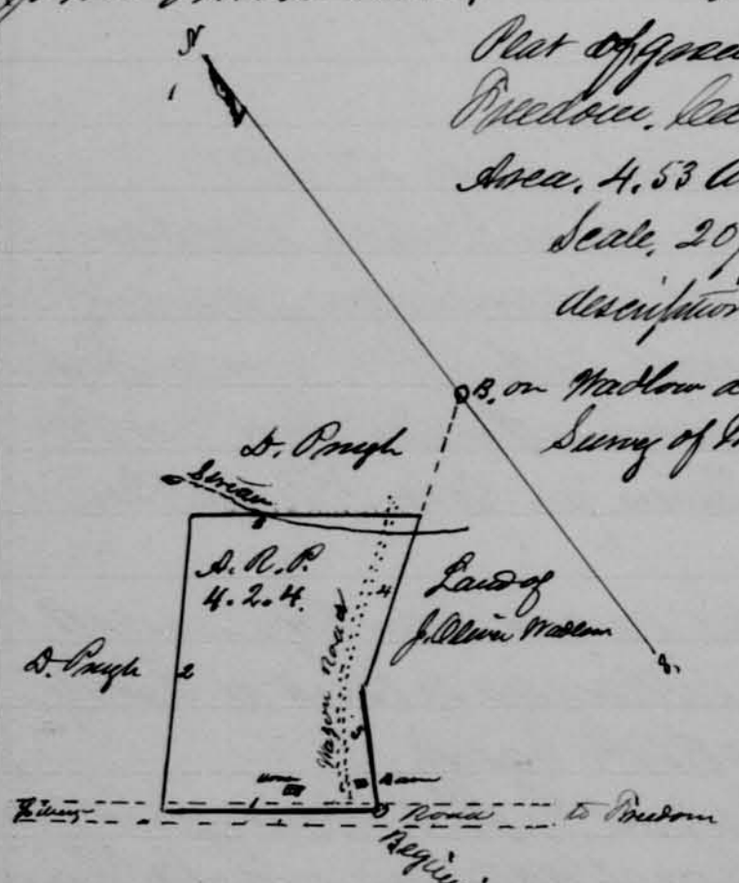
James A. C. Bond
John M. Roberts
Trustees,

August 23rd 1898.

I hereby certify that I, Georgie C. Pugh have this day purchased at public sale from James A. C. Bond and John M. Roberts, Trustees the land and premises described in the annexed printed bill, at and for the price of Three eight hundred ($3800.) dollars. One third cash to be paid upon ratification of sale, and one third in six months, and the one third in twelve months from the day of sale, the Credit payments to be secured by notes with approved security bearing interest from day of sale,
Witness our hands and seals.

Witness
John M. Roberts,

Georgie C. Pugh
Leo. M. Pugh



Seal

Part of ground set aside for use of David Pugh
Bredom. Carroll Co. Md.
Area. 4.53 Acres.
Scale. 20 per – 1 inch.
description attached.

Surveyed by
P. C. Kennedy C. S.
March 29th 1898.

Description of Plat of ground set aside for use of David Pugh, Bredom.

Carroll Co. Md. as surveyed March 29th 1898.

Beginning at a stake in the centre of the Liberty road, set at the end of 8 1/10 perches on the a line drawn South 11 1/4 degrees, west from the end of the South 53 degrees, west 40 perches line as surveyed May 24th 1848, and additional see a deed for a tract of land called "Windsor Forest Corrected" surveyed to John Wadlow by Lewis Coon thence for the first line of said tract of ground on the centre line of Liberty road, North 51 1/2 degrees, West 25 3/10 perches thence (2) North 43 1/2 degrees East 52 perches thence (3) South 50 3/4 degrees, East 24 2/10 perches to intersect division line of J. Oliver Wadlow and David Pough, (4) with said line north allowance for magnetic variation South 56 1/2 degrees, West 19 1/10 perches thence (5) upon a division line as heretofore mutually agreed upon between J. Oliver Wadlow and David Pough, South 38 1/4 degrees West 14 perches to the place of beginning. containing 4 Acres. 2 roods and 4 perches of land.

P. C. Kennedy, County Surveyor for Carroll Co.
Maryland
Mch 29/98.

Order Nisi on Sale,

Adolphus H. Shawcroft
administrator of Ellen
Clemmens deceased
Plaintiff
vs
David Pough, et al
Defendants.

In the Circuit Court for Carroll County.
Sitting as a Court of Equity.
No 3574 Equity.

Ordered this 28th day of April in the year eighteen hundred and ninety eight that the sale of the property mentioned in these proceedings, made and reported by James A. Bond and John M. Roberts, Trustees, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 30th day of May next, Provided a copy of this Order be inserted in some newspaper printed in Carroll County once in each of three successive weeks before the 23d day of May next.

The report states the amount of sale to be $3800.00

Jas. H. Billingslea. Clerk.

Printer's Certificate.

Office of American Sentinel.
Westminster Md. May 27-1898

This is to certify that the annexed Order Nisi in the case has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of three successive weeks, commencing the 23d day of May 1898.

E. Stillman Publishers per John H. Mitten.

Order ratifying Sale

Adolphus H. Shawcroft
Administrator of Ellen
Clemmens deceased Plaintiff
vs
David Pough et al
Defendants

In the Circuit Court for Carroll County, Sitting as a Court of Equity.
No 3574 Equity.

Ordered by the Circuit Court for Carroll County sitting as a Court of Equity this 27th day of May 1898, that the sale made

and reported in this cause by the Trustees aforesaid, be and the same is hereby finally ratified and confirmed. no cause to the contrary thereof having been shown. although due notice & process do have been given as required by the preceding order nisi. And it is further ordered. That this cause be and the same is hereby referred to the Auditor of this Court to state an account in which he is directed to allow to the said Trustees the usual commissions. and such proper expenses for which they shall produce satisfactory vouchers, and the Auditor shall report said account subject to the further order of this Court.

Decree.

Adolphus H. Chenoweth Administrator of Ellen Clemmons deceased Plaintiff

vs.

David Pough and others Defendants

Charles B. Roberts,

No 3574 Equity

In the Circuit Court for Kanawha County in Equity.

To the Honorable the Judges of the Circuit Court for Kanawha County sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court, entered in this cause, he has examined the papers filed in the cause, and therefrom stated the further account as follows, to wit: He first made the "Statement of Claims" which is herewith filed. He then charged the Trustee with all the purchase money & Trust Fund in their hands, and thereon allowed them their Commissions and expenses and all costs properly to be allowed. He then made the following distributions: To Adolphus H. Chenoweth Administrator of Ellen Clemmons, the sum of $169.10 To Jane M. Pough the sum of $52.12 To Ann M. Pough, the sum of $239.80 To W. Clinton Brandenburg the sum of $1776.33 To Harriet E. Pough the sum of $259.53 To David Shriver Brandenburg the sum of $26.29 To Oliver Wadlow the sum of $121.37 To D. Shriver Brandenburg the sum of $24.28 To O. Oliver Wadlow, the sum of $108.77 To Dr. Lewis A. Aldridge the sum of $15.75 To George M. Pough, the sum of $21.76 To Henry R. Devries the sum of $11.22 And to W. Clinton Brandenburg, the sum of $10.33 said distributions being in full of their respective claims which appear by claims Nos. 1. 2. 3, 4. 5. 6. 7. 8. 9. 10. 11. 12 and 13. in Statement of Claims. The balance of purchase money or Trust Fund then left in Court $84.27 The Auditor distributed to W. Clinton Brandenburg, Trustee and Committee of David Pough, Non Compos Mentis to be held by him for the use, support and maintenance of his Cestui que Trust. And also subject to the further order of your Honorable Court. Further reports, that the Trustees at the time of advertising the Real Estate, gave notice to the Creditors of said David Pough, to file their claims in this cause, which notice has expired.

All of which is respectfully submitted

1898. September 15th

John J. Blandingame

Auditor.

25×10
32×10
25×10

The Real Estate of David Pugh
In account with James A.C. Bond and John M. Roberts Trustees.

Debtor

1898. April 23rd	By Sale of the Real Estate thereof made by the Trustees to Georgia E. Pugh, wife of George M. Pugh as appears by their Report filed in this Cause, April 23rd 1898 amounting to the sum of	$3800.00

Credit

To the Trustees for their Commissions		$144.00
To the Trustees Amount paid Eq. Reporter for printing including Order nisi on this Account, per Voucher No 1 filed		16.75
To the Trustees, Amount paid Baudenford Bro's for printing per Voucher No 2 filed.		10.00
To the Trustees Amount paid Joseph W. Bennett for Auctioneering Sale. per Voucher No 3 filed.		10.00
To the Trustees, Amount paid P.C. Kennedy, for arranging &c. per Voucher No 4. filed		10.00
To the Trustees & pay. James A.C. Bond, Solicitor for professional services rendered, & Bill, Creditors Bill &c., per Voucher No 5 filed.		100.00
Costs of taking evidence,		
To Michael E Walsh Examiner		$8.00
To H. Clinton Baudenburg Witness		2.15
To Lewis Ohler do		2.15
To Robert M. Leavitt do		2.05
To Philip Lauterbaugh do		2.15
To William T. Davies do		2.35
To George M. Pugh do		2.15
To Ephraim Haines Sheriff,		3.15
To Joseph D. Brooks. Register of Wills		.50
Costs under Creditors Bill as taxed by the Clerk,		
To James A.C. Bond, Solicitor & Assistance fee.		10.00
To Jas H. Billingslea Clerk.		40.10
To Ephraim Haines Sheriff		1.80
Defendants Costs.		
To Oglevaugh Roberts, Solicitors & Assistance fee		10.00
To Jno J. Ramsay Attorney, Auditor, Examination of Papers, getting up Claims Making Statement of Costs, Attending Account &c.		18.00
Amount of Expenses		$395.20
To Adolphus G. Shoemaker Administrator of Ellen Clemmons deceased in payment in full of his Claim debt and interest which appears by Claim No 1 in "Statement of Claims" herewith filed. the sum of		169.10

To Ann M. Pugh, on Judgment in favor of her claim debt and interest which appears by Claim No 2 in Statement of Claims herewith filed the sum of	52.	19
To Ann M. Pugh, on Judgment in favor of her claim, debt and interest which appears by claim No 3 in Statement of Claims herewith filed the sum of	229.	50
To W. Clinton Brandenburg, on Judgment in favor of his claim, debt and interest which appears by Claim No 4, in Statement of Claims herewith filed the sum of	1176.	33
To Homer E. Pugh, on Judgment in favor of her claim debt and interest which appears by Claim No 5, in Statement of Claims herewith filed the sum of	259.	53
To David Pugh Brandenburg, on Judgment in favor of his claim debt and interest which appears by Claim No 6 in Statement of Claims herewith filed the sum of	26.	29
To Eliza Pugh, on Judgment in favor of his claim debt and interest which appears by Claim No 7 in Statement of Claims herewith filed the sum of	121.	37
To W. Clinton Brandenburg on Judgment in favor of his claim debt and interest which appears by Claim No 8, in Statement of Claims herewith filed the sum of	24.	39
To Alla Pugh, on Judgment in favor of his claim debt and interest which appears by Claim No 9 in Statement of Claims herewith filed the sum of	108.	77
To Lewis A. Aldridge on Judgment in favor of his claim which appears by Claim No 10 by Statement of Claims herewith filed the sum of	155.	75
To George M. Pugh on Judgment in favor of his claim which appears by Claim No 11 in Statement of Claims herewith filed the sum of	217.	76
To Henry A. Debois on Judgment in favor of his claim which appears by Claim No 12 in Statement of Claims herewith filed, the sum of	11.	22
To W. Clinton Brandenburg on Judgment in favor of his claim which appears by Claim No 13, in Statement of Claims herewith filed the sum of	10.	33
To W. Clinton Brandenburg, Trustee and Committee of David Pugh, Non Compos Mentis the delivered purchase money or Trust Fund Deed, $842.27 to be held by him for the use and support and Maintenance of his Cestui Que Trust, and also subject to the further order of the Court. the sum of	842.	27
Amount of Purchase money or Trust Fund	$3800.	00

Order Nisi &c.

Adolphus D. Clemmons Administrator of Ellen Clemmons deceased Plaintiff
vs
David Pugh and others Defendants
} In the Circuit Court for Daniel County.
} In Equity.
} Ordered this 15 day of September A.D. 1898, that the Report of the Auditor filed in this Cause, be generally ratified and confirmed unless Cause be shown to the contrary thereof on or before the 3rd day of October next. Provided a Copy of this Order be inserted for two successive weeks before the last named day in some newspaper published in Daniel County.

Jas. H. Billingsley.
Clerk.

Printers Certificate

Office of American Sentinel.

Westminster Md. October 22nd 1898.

This is to certify that the annexed order nisi in Audit has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of two successive weeks previous to the 3rd day of October 1898.

E. J. Kelbaugh Publisher
per John H. Matter.

Order ratifying Audit.

Adolphus H. Chenoweth
Admr of Ellen Clemmens
deceased Plaintiff
vs
David Pough and others
Defendants.

No 3574 Equity.

In the Circuit Court for Carroll County in Equity.

Ordered this 22nd day of October 1898.
by the Circuit Court for Carroll County sitting
as a Court of Equity, that the Account of the
Auditor filed in this Cause on the 15th 1898.
be and the same is hereby finally ratified and confirmed
no cause to the contrary having been shown. And that the notice
appears to have been given in accordance with the preceding
Order nisi. And James A. Bond and John H. Matter Trustees
are hereby directed to pay out the Trust fund in their hands
accordingly.

Charles B. Roberts.

Recorded &c.

Test Jas. H. Billingslea. Clerk.

(Remainder of Case recorded in Chancery Record Liber J. A. B. No 5 &
folio 21. &c)

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland on the first monday of November (it being the 7th day of the same month) in the year one thousand eight hundred and ninety eight.

Were Present.

The Hon. Charles B. Roberts. Chief Judge.

Ephraim Hawkins Esq. Sheriff.

Jas H. Billingslea, Clerk.

Among other were the following proceedings Viz:

Be it remembered that before Court on the 18th day of August A.D. 1898. Thomas Henry Algire Executor of Mortgagee by George L. Stonesdale Esq. his Attorney. Comes here into Court sitting as a Court of Equity, and files his Bill to docket a case, which appears in form and words as follows Viz:

Thomas Henry Algire Executor of the last will and testament of Jacob Algire, dec'd, Mortgagee,

vs.

J. Frederick Koerner and Anna Koerner his wife Mortgagors

In the Circuit Court for Carroll County in Equity.

No 3663 Equity.

To the Clerk of the Circuit Court for Carroll County Maryland.

Please file Original Note and Mortgage and Statements of Mortgage Claim and files a Copy of Letters of Exemplification, marked respectively Exhibits A. B. C & D. and Docket a case on the Equity Docket as above.

1898, Aug 18th

George L. Stonesdale

Sol'r for Complt.

Exhibit A.

$1000.00

Carroll County, Md. August 5th 1884.

One year after date, we jointly and severally promise to pay Jacob Algire or order the sum of One thousand Dollars, and costs, for value received, with interest from date

Test: Lucretius M. Longfellow

George L. Stonesdale

J. Frederick Koerner.

Anna Koerner

Endorsed

Released Paid up to August 5th 1898.

Exhibit B. is the Original Mortgage from J. Frederick Koerner unto Jacob Algire dated August 5 1884 for $1000.00 which Mortgage is recorded among the Real Estate Mortgage Records of Carroll County in Liber B. T. S. No 21, folio 155 &c.

Exhibit C.

The State of Maryland. Baltimore County Sct:

The subscriber Register of Wills for Baltimore County, doth hereby certify that it appears by the Records in his office, that Letters of Administration

of all the goods chattels and credits of Jacob Algire deceased were on the fourth day of May in the year of our Lord one thousand eight hundred and ninety eight granted and committed unto Thomas Henry Algire the Executor of the last Will and Testament of the said deceased aforesaid, he first having warranted subscribe my name and affix the Seal of my office this nineteenth day of August in the year of our

Seal Lord eighteen hundred and ninety eight. Henry J. Keeb.
Ex. L. & R. Liber 104) Register of Wills for Baltimore County.
Maryland Set

I George E. Lynch Chief Judge of the Orphans Court of Baltimore County in the State aforesaid do certify that the foregoing attestation of Henry J. Keeb Register of Wills for said County, is in due form and by the proper officer who is the Custodian of the Records and papers of the Orphans Court of Baltimore County and is now in office.

Ex. L. & R. Liber 104 } Given under my hand at Towsontown this Nineteenth day of August in the year of Our Lord One thousand eight hundred and ninety eight.

George E. Lynch

State of Maryland Baltimore County Set.

I Henry J. Keeb Register of Wills for Baltimore County do hereby certify that the Honorable George E. Lynch by whom the above certificate was given and who hath hereto subscribed his name, was at the time of doing, Chief Judge of the Orphans Court of Baltimore County, duly elected, commissioned and qualified and is now in office

Seal Liber 3 Folio 3 } In testimony whereof I hereunto subscribe my name, and affix the seal of the said Court this Nineteenth day of August in the

L. I. & R. Liber 104 } year of our Lord One thousand eight hundred and ninety eight.

Test: Henry J. Keeb, Register of Wills for Baltimore County

Bond,

Know all men by these presents, that we, Thomas Henry Algire Executor of the last Will and Testament of Jacob Algire late of Baltimore County deceased, of Baltimore County, and - of Carroll County, and State of Maryland are held and firmly bound unto the State of Maryland, in the full and just sum of two thousand dollars, to be paid to its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs executors and administrators jointly and severally, firmly by these presents, sealed with our seals, and dated this ___ day of August, in the year of our Lord One thousand eight hundred and ninety eight. Whereas by a deed of Mortgage dated the 25th day of August, 1884, and duly recorded in Liber B. T. S. No 21 folio 155 &c, one of the Real Estate Mortgage Records of Carroll County, certain Real Estate and Money therein in said Carroll County, and State of Maryland, and therein described were conveyed by J. Frederick Kaemer and Annie Kaemer his wife to the said Jacob Algire late of Baltimore County for the purpose to secure the payment of certain Money and the interest, as set forth in said Mortgage; and in said Mortgage is contained a Clause authorizing a sale of the Mortgaged premises,

by the Mortgagee, his executors, administrators or assigns, in case of default being made in payment of the Mortgage debt, or the interest thereon, or in any covenant, condition or agreement therein; And whereas the said Jacob Algire has since departed this life having last Will and Testament, wherein the said Thomas Henry Algire is constituted the Executor thereof. And whereas default has been made in the payment of the Mortgage debt aforesaid, and the interest thereon, and in the conditions of said Mortgage; And by virtue of the authority given in said Mortgage, the above bounden Thomas Henry Algire Executor as aforesaid is about to sell the Mortgaged property. Now the condition of the above obligation is such, That if the above bounden Thomas Henry Algire, Executor as aforesaid, do and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed Sealed and Delivered in the presence of.

Thomas Henry Algire, (Seal)
Executor of the Last Will and Testament of Jacob Algire late of Baltimore County Maryland deceased.
E. Walson Turner. (Seal)
J. Alex. Murray (Seal)

The within Bond approved this 25 day of August A.D. 1898,
Test: Jos. L. Billingslea, Clerk,

Report of Sale.

Thomas Henry Algire Executor of Jacob Algire deceased Plaintiff
against
J. Frederick Koerner & Annie Koerner his wife Mortgagors

No 3663 Equity.
In the Circuit Court for Harford County in Equity.

To the Honorable the Judges of said Court,

The report of sale made by Thomas Henry Algire Executor of the Last will and testament of Jacob Algire dec'd. as aforesaid by Trustee filed in this cause, states and by virtue of the power contained in the Mortgage filed in this cause, respectfully shows unto your Honorable Court,

1st That before proceeding to execute the trusts in said Mortgage contained, he executed a Bond to the State of Maryland in the penalty of two thousand dollars, conditioned to abide by, perform and execute any order or decree, which may be made by any Court of Equity in relation to the sale of said Mortgaged property & the proceeds thereof, and which said Bond was duly approved by the Clerk of your Honorable Court, and is filed in this cause.

2nd That they advertised said Mortgaged property for four (4) successive times, prior to the fourteenth day of September A.D. 1898, in "The Democratic Advocate" a newspaper published in Harford County Maryland, being more than thirty days before the day of sale, and also by handbills extensively circulated throughout the vicinity of said property by which he gave notice of the time, place, manner and terms of sale and

3rd That in pursuance of said notice he did attend at the time and place as advertised viz: on the premises on Wednesday September 14 A.D. 1898, at the hour of 1 o'clock P.M. and then and there offered the tract of land containing 36 acres and 38 perches of land more or less, and then and there sold said property to Thomas H. Algire, at and for the sum of five hundred dollars, he being then and there the highest bidder therefor. And the said purchaser has agreed to pay the whole of said purchase money five hundred dollars cash, upon the ratification of said sale by this Honorable Court.

Geo. L. Stockdale
Solicitor

Thomas Henry Algire
Executor of the Last Will and Testament of
Jacob Algire deceased Mortgagee.

State of Maryland Carroll County to wit

I hereby certify that on this fourteenth day of September in the year eighteen hundred and ninety eight, before the subscriber a Justice of the Peace of the State of Maryland, in and for Carroll County aforesaid personally appeared Thomas Henry Algire Executor of the last Will and Testament of Jacob Algire late of Baltimore County deceased Mortgagee, and made oath on the Holy Gospels of Almighty God, that the matters facts and things set forth in the foregoing ex parte Sale, thereto subscribed, are true and bona fide and said sale was fairly and bona fide made to the best of his knowledge and belief. Sworn to before.

John M. Gingling. Justice of the Peace.

Order Nisi.

No 3663 Equity.

In the Circuit Court for Carroll County in Equity.

Thomas Henry Algire Executor of the Last Will and Testament of Jacob Algire late of Baltimore County Md deceased, Mortgagee

vs.

J. Frederick Koerner & Annie Koerner his wife Mortgagors.

Ordered this 16 day of September in the year eighteen hundred and ninety eight that the sale made and reported in the above entitled cause, by Thomas Henry Algire Executor of the Last Will and Testament of Jacob Algire dec'd Mortgagee, under and by virtue of the power contained in a Mortgage from J. Frederick Koerner & wife filed in this Cause, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 17 day of October next. Provided a copy of this order be inserted in some newspaper published in Carroll County Maryland, once a week for three successive weeks before the 10 day of October next. The report states the amount of sale to be $ 500.00

Jas. H. Billingslea. Clerk.

Printer's Certificate

Westminster Md October 17 1898.

We hereby certify that the annexed Order Nisi in the Sale was published once a week for three successive weeks prior to the 10th

day of October 1898, in The Democratic Advocate a newspaper published in Carroll County Md.

Vanderford Bros. Editors and Publishers,

Order ratifying Sale &c

Ordered this 18th day of October, 1898, that the sale of the Mortgaged property made and reported in the above entitled cause, be and the same is hereby finally ratified and confirmed unless cause to the contrary thereof shewing been shown on or before the first Monday of November next, provided a copy of this order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the 1st day of November next; The report states the amount of sales to be $378.75.

Jno. J. Donaldson Jr.

True Copy Test

Jno. J. Donaldson Jr. Clerk.

Auditor.

Thomas Henry Algire Executor of the last Will and Testament of Jacob Algire late of Baltimore County Md. deceased Mortgagee

vs

J. Frederick Koerner and Annie Koerner his wife Mortgagors

No 3663 Equity

In the Circuit Court for Carroll County in Equity

To the Honorable the Judges of the Circuit Court for Carroll County sitting as a Court of Equity

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court, passed in this cause, he examined the papers filed in the cause, and therefrom stated the within account as follows, he first made the Statement of Mortgage claim which is hereto filed, he then charged the Executor of deceased Mortgagee with all the purchase Money in his hands, deducting allowed him for commissions and expenses, and all costs thereto to be allowed. The whole balance of principal money then left in said $378.75 he distributed to Thomas Henry Algire Executor of the last will and testament of Jacob Algire deceased Mortgagee, in part payment of his Mortgage claim of $1070.14 debt and interest which appears by the Statement of Mortgage claim hereto filed, which balance on the date of the ratification of sale, (October 18 1898) failed to pay said Mortgage claim to the extent of $631.39

All which is respectfully submitted,

1898 November 1st

Jno. J. Donaldson Jr. Auditor.

The Real Estate of J. Frederick Koerner deceased

In account with

Thomas Henry Algire Executor &c,

Debtor.

1898, September 14th By Sale of the Mortgaged Real Estate then made by the Executor of the deceased Mortgagee Thomas H. Agnew, as appears by his report filed in this Cause September 16th 1898, amounting to the sum of, $500.00

Credit.

To the Executor &c, for his Commissions $33.00
To the Executor &c, do pay Baltimore Trust Co. for Printing &c. per Voucher No. 1 filed, 14.25
To the Executor &c do pay J. M. Yingling for Auctioneering Sale, per Voucher No. 2 filed 5.00
To the Executor &c, do pay Joseph Ruth. Coll. Tax for 1898, per Voucher No. 3 filed 5.45
To the Executor &c, do pay George L. Stockdale Solicitor for professional services as per Voucher No. 4 filed 25.00
Costs as taxed by the Clerk,
To George L. Stockdale. Solicitor's Appearance fee, 10.00
To Jas. H. Billingslea. Clerk, 18.05
To Publication Order &c. in this proceeding, 1.50
To the Baltimore Trust Co. Auditor. Making Statement of Mortgage Claim. Stating this Account &c, 9.00
Amount of Expenses, $121.25

To Thomas Henry Algire Executor of the Last Will and Testament of Jacob Algire deceased Mortgagee the whole balance of Purchase Money Due in $378.75 on said Mortgage Claim No. 1 on 1014 debt and interest which appears by the Statement of Mortgage Claim hereto filed which balance is the date of the ratification of Sale (October 18th 1898) and also said Mortgage claim in the sum of $631.52 the Amount of Sale, $500.00

Order to be made thereon

Thomas Henry Algire Executor of the Last Will and Testament of Jacob Algire late of Baltimore County deceased Mortgagee

vs

E. Frederick Haerner & Annie Haerner his wife Mortgagors

No. 3663 Equity,
In the Circuit Court
for Carroll County.

Ordered this 2d day of November A.D. 1898. That the Report of the Auditor filed in this cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 21st day of November next. Provided a copy of this order be inserted for two successive weeks before the last named day, in some newspaper published in Carroll County.

Jas. H. Billingslea. Clerk.

Printers Certificate.

Westminster Md. Nov. 23rd 1878.

We hereby certify that the annexed Order nisi in the Orphans Court was published four successive weeks prior to the 21st day of November 1878, in The Democratic Advocate, a newspaper published in Carroll County Md.

Vandeford Bros. Editors and Publishers.

Order ratifying Audit.

Ordered this 23rd day of November in the year eighteen hundred and seventy eight by the Orphans Court for Carroll County sitting as a Court of Equity that the Account of the Executor filed in the above cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, on request unless Appeal be taken on or before the 21st day of December next, provided a copy of this Order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the 21st day of December next.

The Report states the amount of assets in the hands of the Executor to be $1,000.00 and debts $1,000.00.

True Copy Test

Jas. H. Billingslea Clerk.

In pursuance of the aforegoing Order Nisi, I hereby give notice that the subscriber has obtained from the Orphans Court for Carroll County in Maryland, letters of administration on the personal estate of Thomas Jones late of Carroll County deceased. All persons having claims against the said deceased are hereby warned to exhibit the same with the vouchers thereof to the subscriber on or before the 23rd day of May next, they may otherwise by law be excluded from all benefit of the said estate. Given under my hand this 23rd day of November 1878.

Thomas Jones.

Recorded

Test Jas. H. Billingslea Clerk.

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the City of Westminster in Carroll County in the State of Maryland, on the first Monday of November, (it being the 7th day of the same month,) in the year of our Lord One thousand eight hundred and ninety eight.

Present.

The Hon. Charles B. Roberts, Chief Judge.

Ephraim Harries Esq. Sheriff.

Jas. H. Billingslea Clerk,

among other more the following Proceedings Do wit:

Be it remembered that heretofore Do wit: On the 23rd day of August, A.D. 1898, David E. Stem assignee &c by Charles E. Fink Esq his Attorney, Comes into Court here, and files his Order to docket a Case, which appears in form and words as follows Do wit:

David E. Stem
Assignee of Mortgage
as
Adam W. Bloom and
Bloom his wife
Mortgagors

In the Circuit Court for Carroll County sitting as a Court of Equity.

Proceedings under a power of sale in Mortgage.

Dr. James H. Billingslea,
Clerk of said Court,

Please docket Case as above upon the Equity Docket of the Circuit Court for Carroll County, and also file the original Mortgage from Adam W. Bloom and wife to Henry Baile, and the assignment thereof to said David E. Stem, also file four notes declared by said Mortgage, all dated May 11th 1891, three for three hundred dollars, each payable in 4, 5 and 6 years respectively and one for two hundred dollars, payable 7 years after date with interest, also file and enter rule of Judgment E. Stem, assignee of Mortgage.

Charles E. Fink Solicitor.

The Original Mortgage from Adam W. Bloom and wife to Henry Baile dated May 11th 1891, for $1100.00 and assigned to David E. Stem, was recorded among the Real Estate Mortgage Records of Carroll County in Liber B. T. S. No 30 folio 538 &c,

1st Note,

$300.00 May 11th 1891.

Four years after date I promise to pay to the order of three hundred dollars, with interest from date, Value received.

Adam W. Bloom.

Endorsed

Interest paid to Sept. 1st 1897. Pay to the order of David E. Stem without recourse to us.

Mortgagor Baile
John L. Nicodemus.

administrators of all the goods, chattels, rights credits and personal estate of Henry Baile deceased.

2nd Note.

$800.00 May 1st 1891.

Five years after date, I promise to pay to the order of Henry Baile, three hundred dollars, with interest from date, value received,

Adam W. Bloom

Endorsed. Pay to the order of David E. Steve without
Interest paid to September 1st 1897. recourse to me.

Margaret Baile,

John L. Nicodemus

administrators of the goods, chattels, rights credits and personal estate of Henry Baile dec'd.

3rd Note,

$300.00 May 1st 1891.

Six years after date, I promise to pay, to the order of Henry Baile three hundred dollars, with interest from date, value received,

Adam W. Bloom,

Endorsed. Pay to the order of David E. Steve with
Interest paid to Sept. 1st 1897. recourse to me.

Margaret Baile

John L. Nicodemus

administrators of the goods chattles rights credits and personal estate of Henry Baile dec'd.

4th Note,

$200.00 May 1st 1891.

Seven years after date, I promise to pay to the Order of Henry Baile, two hundred dollars, with interest from date value received.

Adam W. Bloom,

Endorsed. Pay to the order of David E. Steve
Interest paid to Sept. 1st 1897. without recourse to me.

Margaret Baile

John L. Nicodemus

administrators of the goods, chattles, rights, Credits and personal Estate of Henry Baile deceased,

Assignees Bond.

(U.S.R.R. Stamp 50¢) Know all men by these presents that we David E. Steve Charles E. Pink and George W. Pink, of Howard County and State of Maryland, are held and firmly bound unto the State of Maryland, in the just and just sum of four thousand dollars, to be paid to the said State, or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, Executors and Administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 23rd day of August, in the year eighteen hundred and ninety eight. Whereas by a deed of Mortgage dated May 1st 1891 and duly recorded in Liber B.B.C. No 30 folio 538 &c, One of the Mortgage Records of Howard County, certain real estate and personal estate in said Howard County in the State of Maryland, and therein described were conveyed by Adam W. Bloom and May A. Bloom his wife to a certain Henry Baile, to secure the payment of certain money, and

the interest as set forth in said Mortgage. And whereas said Henry Bare departed this life intestate since the execution of this Mortgage, said Mortgagor Bare and John L. Reindollar administrators of the goods and chattels and personal estate of said Henry Bare deceased on the 4th day of August 1892, assigned said Mortgage and the notes secured thereby unto said David E. Steen. And whereas in said Mortgage is contained a clause authorizing a sale of the Mortgaged premises by the Mortgagee, his executors, administrators or assigns in case of default being made in payment of the mortgage debt or the interest thereon or in any covenant, condition or agreement therein. And whereas default has been made in the payment of the principal of said Mortgage debt and in other conditions of said Mortgage. Now by virtue of the authority given in said Mortgage the above bounden David E. Steen as assignee of Mortgagee is about to sell the said Mortgaged property. Now the condition of the above obligation is such that if the above bounden David E. Steen does and shall abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged property or the proceeds thereof, then the above obligation to be void. Otherwise to remain in full force and virtue in law.

Signed Sealed and Delivered
in the presence of
J. Branch Long

David E. Steen (Seal)
Charles E. Smith (Seal)
Saw M. Parke (Seal)

The within Bond is hereby approved this 23rd day of August A. D. 1898.

Test;
Jesse H. Billingslea, Clerk.

Report of Sale.

No 3664 Equity.

David E. Steen
Assignee of Mortgagee
vs
Adam H. Bloom and
Mary A. Bloom his wife
Mortgagors

In the Circuit Court for Carroll County, sitting as a Court of Equity.

To the Honorable the Judges of said Court,

The report of sale made by David E. Steen Assignee of Mortgagee in the above entitled cause respectfully shows,

That after having filed his bond, with sureties in the penalty of Seven Thousand Dollars, in this cause, which Bond was duly approved by the Clerk of your Honorable Court, and having advertised the property described in the Mortgage filed in this cause for more than twenty days in the Democratic Advocate, a newspaper published in Carroll County, in the State of Maryland, and by handbills posted up in the vicinity of said property, one of which was posted up at the Court House door, in said County, he proceeded in accordance of said advertisement to offer at public sale on Saturday September 24th 1898 at 12 o'clock Noon, the property described in said Mortgage, upon the premises situated in the Town of New Windsor in said County, upon the following terms to wit: Cash, or if desired by the purchaser one third cash on the day of sale, or upon the ratification thereof, one third in

one year, and one third in two years. the purchaser to give his notes with approved security bearing interest from the date of sale. And that we may sell the same together with all machinery affixed to or fastened to the buildings thereon, except one iron turning lathe, and one wooden turning lathe, to Wm. H. Bloom, at and for the sum of two thousand ($2000.) dollars, the same being the highest and best bidder therefor. The said purchaser has complied with the terms of sale and ffees to pay all cash upon the ratification of this sale, All of which is respectfully submitted,

Thos. E. Sink
Solicitor

David E. Steen
Assignee of Mortgage.

State of Maryland, Cecil County to wit:

I hereby certify that on this 26th day of September 1898, before the subscriber a Justice of the Peace of the State of Maryland in and for Cecil County personally appeared David E. Steen the aforenamed Assignee of Mortgagee and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein stated to the best of his knowledge and belief and that the sale therein reported is a bona fide and was fairly made.

Before me, Wm. H. Gemmill, J. P.

Order ni si on Sale.

David E. Steen
Assignee of Mortgagee
vs
Adam N. Bloom and Mary A. Bloom his wife
Mortgagors

No 3664 Equity.

In the Circuit Court for Cecil County sitting in Equity.

Ordered, this 26th day of September 1898 that the sale of the real estate, made and reported in the above entitled cause, by David E. Steen, Assignee of Mortgagee, be ratified, and confirmed unless cause to the contrary be shown on or before the 31st day October next: Provided a copy of this order be inserted in some newspaper printed in Cecil County once in each of three successive weeks before the 24th day of October next.

The report states the amount of sale to be $2000.00

Jas. H. Billingslea, Clerk.

Printers Certificate.

Westminster Md Oct. 31st 1898.

We hereby certify that the annexed Order ni si on Sale was published once in each of three successive weeks prior to the 24th day of October 1898, in The Democratic Advocate, a newspaper published in Cecil County Md.

Vandeford Bros.
Editors and Publishers.

Order ratifying Sale

David E. Steen
Assignee of Mortgagee
vs
Adam N. Bloom and Mary A. Bloom his wife Mortgagors

No 3664 Equity.

In the Circuit Court for Cecil County.

Ordered by the Court this 31st day of November A. D. 1898, that the sale of the real estate made and reported in the

above entitled cause by David E. Steen Assignee of Mortgagee be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown within the notice of appeal have been given in accordance with the preceding order. And this cause is hereby referred to the Auditor of this Court, to state an account of the funds levied in this Cause.

Charles B. Roberts.
Chancellor.

David E. Steen
Assignee of Mortgagee
vs
Adam Bloom and
Mary A. Bloom his wife
Mortgagors

No 3664 Equity.
In the Circuit Court for Carroll County.
In Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the order of your Honorable Court, passed in this Cause, he appointed the 24th day of September 1898 at his office in the Court House at which time and place he proceeded to state the account as follows,

He first made the Statement of Mortgage Claim which is hereunto filed. He then charged the Assignee with all the purchase money in his hands and thereto allowed him his Commissions and expenses, and all costs proper to be allowed. He then distributed the sum of $1177.00 to David E. Steen Assignee of Margaret Baile and John L. Riccardus Administrators of Thos Baile deceased Mortgagee, in payment in part of his Mortgage Claim debt and interest as shown by the Statement of Mortgage Claim hereunto filed. The balance of purchase money then left in his hands $642.00 he distributed to and paid to Adam Bloom and Mary A. Bloom Mortgagors as provided by the said Mortgage Claim filed in this cause.

All of which is respectfully submitted.

1898 November 2nd

John F. Bannigantner. Auditor.

Debtor.

1898. September 24th	By Sale of the Mortgaged Real Estate together with all machinery affixed to or fastened to the buildings thereon except one 5 inch turning lathe and one wooden turning lathe, then made by the Assignee to Mary A. Bloom, as appears by his report filed in this Cause September 26 1898. Amounting to the sum of	$2000.00

Credits.

To the Assignee for his commissions.	$	93.00
To the Assignee &c, amount paid J. Thomas Roop for advertising Sale per voucher No 1 filed.		2.50
To the Assignee &c. do pay Carlisle Bros. for printing per voucher No 2 filed		11.75
To the Assignee &c do pay Charles E. Fink Solicitor for professional services allowed per voucher No 3 filed.		35.00

Costs as taxed by the Clerk.

To Charles E. Peck Solicitor appearance fee		10. 00
To Jas. H. Billingslea. Clerk.		17. 95
To Publication Order nisi on this account.		1. 50
To Jno. J. Bannigan Solicitor. Making Statement of Mortgage claim. Stating this account &c.		9. 00
Amount of Expenses.		180. 70
To David E. Steen, assignee of Margaret E. Bailey and Thos. J. Bailey administrators of Wm. Bailey deceased Mortgagee in pursuance of his Mortgage claim debt and interest which expenses by the Statement of Mortgage claim herewith filed the sum of.		1177. 00
To Adam H. Bloom and Mary A. Bloom Mortgagors the balance of purchase money as provided by the Mortgage claim filed in this cause the sum of		642. 30
Amount of Sale		$2000 00

Order nisi.

David E. Steen assignee of Mortgagee
vs.
Adam Bloom and Mary A. Bloom his wife Mortgagors

No 3664 Equity.
In the Circuit Court for Carroll County.
Ordered this 4th day of November A.D. 1898.
That the account of the Solicitor filed in this cause be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of November inst. provided a copy of this order be inserted for three successive weeks before the last named day in some newspaper published in Carroll County.

Jas. H. Billingslea. Clerk.

Order of Court ratifying Order.

David E. Steen assignee of Mortgagee
vs
Adam Bloom and Mary A. Bloom his wife Mortgagors

No 3664 Equity
In the Circuit Court for Carroll County.
Ordered this 22nd day of November 1898, That the account of the Solicitor filed in this Cause be and the same is hereby finally ratified and confirmed. No cause to the contrary having been shown, although notice appears to have been given in accordance with the preceding Order, and the Assignee of Mortgagee is directed to pay out the trust funds accordingly.

J. Thomas Jones.

Recorded & Exd
per Jas. H. Billingslea. Clerk.

Under #3303 Equity.

Ex parte. John C. Eichenlaub and William T. Smith Trustees

vs

Elmer S. Eyler.

In the Matter of the Trust Estate of Elmer S. Eyler. John C. Eichenlaub and William T. Smith Trustees

No 3308 Equity.

In the Circuit Court for Carroll County in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court passed in this Cause, he examined the papers filed in the cause and therefrom stated the within account as follows.

He first made the "Statement of Proposed Claims" which is herewith filed. He then charged the Trustees with all the Trust funds in their hands, and thereon allowed them their Commissions and expenses, and all costs proper to be allowed. He then distributed the amount so allowed to Elmer S. Eyler in payment of the exemption provided by the Deed of Trust, and the Laws of the State of Maryland. The balance of Trust funds then on hand, $1503.77 he distributed among the Judgment Creditors of said Elmer S. Eyler, whose Judgments Claims appear by the "Statement of Proposed Claims" herewith filed at the rate of 27.7/8 Cents in the dollar. Further reports that the Trustees under and by directions of your Honorable Court, gave notice to the Creditors of said Elmer S. Eyler, to file their claims duly authenticated, with the Clerk of the Circuit Court for Carroll County, which notice has long since expired. All of which is respectfully submitted.

1898. September 14th

Jno. J. Blanchard Jr. Auditor.

The Trust Estate of Elmer S. Eyler.

In account with

John C. Eichenlaub and William T. Smith Trustees.

Debtor.		
By Sales of Goods and Chattels, Wages and Merchandise made by the Trustees & various persons at private and retail sales, as appears by their Report filed in this cause November 22 1894, aggregating the sum of	$2033.	34
By amount collected by the Trustees from Book accounts, as appears by their Report filed in this cause November 22 1894, aggregating the sum of.	65.	56
Amount of Trust funds Credit.	$2098.	90
To the Trustees for their commissions as provided by the Deed of Trust.	$ 125.	93
To the Trustees amount paid John J. Reid for printing Sheet Voucher No 1 filed.	2.	00
To the Trustees amount paid G. H. Bromwell Coller. Tapes for 1892		

per Voucher No 2 filed.	$ 25.	56
To the Trustees amount paid George Dean for Cutting scales. per Voucher No 3 filed.	8.	00
To the Trustees amount paid H. O Kramer. for Cutting scales. per Voucher No 4 filed.	5.	50
To the Trustees amount paid D. J. Keeler. for overlooking Justice per Voucher No 5 filed.	1.	75
To the Trustees. Amount paid out by them. for Merchandise. Drayage in selling Stock. per Voucher No 6 filed.	8.	45
To the Trustees. Amount paid John L. Hill Jr. for making Collections per Voucher No 7 filed.	1.	68
To the Trustees & pay Vanderford Bros. for printing per Voucher No 8 filed.	9.	00
To the Trustees & pay. George H Binnie Coll. Fees for 1893 per Voucher No 9 filed.	32.	51
To the Trustees & pay D. N. Hemming. Solicitor for professional services rendered per Voucher No 10 filed.	200.	00
Costs as taxed by the Clerk.		
To D. N. Hemming Solicitor appearance fee.	10.	00
To Jas H. Billingslea Clerk.	22.	75
To Publication order nisi on this account.	1.	50
To Jno J. Baumgartner Auditor. Making Adjustments & Papers, getting up Claims, and Vouchers, Making Statement of Preferred Claims, Stating this Account &c.	40.	50
Amount of Expenses.	$ 495.	13
To Elmer L. Eyler. in payment of the occupation provided by the deed of Trust and the Laws of the State of Maryland to wit the Levied.	100.	00
Balance for distribution.	1503.	77
Amount of Trust Fund.	$ 2098	90

Balance for distribution brought forward. $ 1503. 77

And distributed among the Judgment Creditors of said Elmer L. Eyler, upon their Judgments, Claims allowed by the Statement of Preferred Claims, herewith filed at the rate of 27 22/100 Cents in the dollar,

No. Names of Creditors,	Amount of Claim		Dividends	
1. Jacob Keefauver. on his Claim of	$ 691.	51	$ 193	61
2. William D. Shoemaker assignee of Jacob Keefauver. on his Claim of	397.	30	111	24
3. John C. Eckenrode, on his Claim of	2719.	22	761.	32
4 J. Vincent Eckenrode and William T. Smith on their Claim of	1361.	67	381.	24
5 John A. Horne & Co. on their Claim of	70.	49	19.	74

6. William Nalz &c., on their claim of		32	16	9.	00		
7 Daniel Miller &c. on their claim of		98	64	27.	62	xxxx	xx
	$	5370.	99	1503.	77	1503.	77

Order nisi &c. &c. &c. Auditor.

Estate of John C. Eckenrode & William S. Smith Trustees vs Elmer S. Eyler. In the Matter of the Trust Estate of Elmer S. Eyler. John C. Eckenrode and William S. Smith Trustees

No 3303 Equity. In the Circuit Court for Carroll County. Ordered this 24 day of September A.D. 1898, that the Account of the Auditor filed in this cause, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 3rd day of October next; provided a copy of this Order be inserted for two successive weeks before the last named day, in some newspaper published in Carroll County.

Jas. H. Billingslea. Clerk.

Order, ratifying Auditor.

Estate of John C. Eckenrode & William S. Smith Trustees vs Elmer S. Eyler.

No 3303 Equity. In the Circuit Court for Carroll County. Ordered this 10 day of October 1898, that the Account of the Auditor filed in this cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given in accordance with the preceding order. And the Trustee are hereby directed to pay over the Proceeds accordingly. The objections having been withdrawn.

Frances B. Roberts.

Recorded

Per Jas. H. Billingslea. Clerk.

Maryland Sct.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the City of Westminster in Carroll County, in the State of Maryland, on the 1st Monday of November, (it being the 7 day of the same Month,) in the year of our Lord, One thousand eight hundred and ninety eight.

Were Present.

The Hon. Charles B. Roberts. Chief Judge.

Ephraim Kanine Esq. Sheriff.

Jas. H. Billingslea. Clerk.

Among other were the following proceedings to wit:

Be it remembered that heretofore to wit, On the 19 day of November, A.D. 1897. George M. Stansbury by George L. Wachtel Esq. their Solicitor came here into Court, sitting as a Court of Equity, and filed their Bill of Complaint, which appears in proper words as follows to wit:

George M. Stansbury
Complaint

against.

Albert K. Smith and
Susan Smith his wife
Sarah J. Bitzenhofer &
Wm. D. Bitzenhofer her husband,
Benjamin F. Smith and
Viola Smith his wife
Angeline Stone and
Charles Stone her husband
Ella Keefer and Harry
Keefer her husband,
Harry Smith, Elizabeth
Smith Administratrix of
Henry Smith deceased Elizabeth
Smith Widow and all debts
and Samuel S. Smith, Eliza
Smith Lizzie V. Smith
Clara M. Smith & Minnie B.
Smith infants and Defendants.

No 3602 Equity.

In the Circuit Court for Carroll County
In Equity.

To the Honorable the Judges of the Circuit
Court for Carroll County, sitting as a Court of Equity.

Your Orator Complaining says,

1st That your Orator files this Bill as well for himself as all other creditors of the late
Henry Smith, late of Carroll County deceased,
who will come in and contribute to the
expenses of this suit.

2nd That the said Henry Smith late of Carroll
County aforesaid, departed this life in Carroll
County intestate, being indebted unto your Orator
in his lifetime in a certain promissory note,
dated on the 4th day of April A.D. 1891. for the
sum of three hundred dollars ($300.) pay-
able one year after date, said interest
paid to April 4th 1897. with interest, and
said promissory note was secured by a
deed of Mortgage of even date herewith
by your Orator, by the said Henry Smith
and wife Elizabeth Smith which said
Mortgage was duly recorded among the Real Estate Mortgage Rec-
ords of Carroll County, in Liber B.B.G. No 30 folio 397 &c. And
your Orator files herewith his said promissory note, duly sealed deed
of Mortgage marked respectively Exhibits A & B, and prays to be
taken together with all other exhibits and considered as a part
hereof.

3rd That said Henry Smith being indebted as aforesaid unto your

order, and also unto divers other persons in large sums of money, and leaving personal estate of very small value, and also real estate of the value of $1650.00 or thereabouts departed this life in Carroll County aforesaid on the 26 day of October, 1898 Intestate, as before stated,

4. That the said Hemp Smith left surviving him, a widow, the defendant Elizabeth Smith, and the following children viz: A son Albert H. Smith, one Benson Smith his wife, a daughter, Sarah J. who intermarried with William H. Detwiler, a son Benjamin F. Smith and Angelia Smith his wife, a daughter, Angeline who intermarried with Charles Stem, a daughter Ella, who intermarried with Henry Hoy Gaple, and a son Hemp Smith, all of whom are children by his wife of his first marriage, and all of whom are adults, and all of whom are now residents of the State of Maryland, and also the following named children by his second marriage viz. Samuel G., Ezra, Lizzie V., Alma M. and Minnie Smith all of whom now reside with their Mother the said Elizabeth Smith in Carroll County Maryland, and all of whom are infants under the age of twenty one years,

5. That administration of all and singular the personal estate of the said Hemp Smith has been duly granted by the Orphans Court of Carroll County unto the Defendant Elizabeth Smith, of Carroll County as appears by letters of administration thereof herewith filed, marked Exhibit 6.

6. That said Elizabeth Smith in virtue thereof has possessed herself of said personal estate, of the value of about $269.00.

7. Your Orator is informed and believes and so charges, that the said personal estate is not sufficient to discharge all the debts due and owing by said Hemp Smith, at the time of his death, and that there will be a very large deficiency in the said personal estate in so far as payment of all the debts due by said deceased,

8. That said Hemp Smith died seized and possessed of small real estate as aforesaid, lying in Carroll County Maryland, and the same is fully and at large described in the several attached copies of said deeds herewith filed marked Exhibits L. G. B. and of the value of about $1600.00 as aforesaid,

To the end therefore that the said Elizabeth Smith administratrix as aforesaid may set forth an account of the personal estate of her intestate, and the manner and proceedings thereof possessed by her, and how much thereof has been disposed of by her in payment of her intestates debts or otherwise, and what debts are to what landowners remain unsatisfied, and that an account thereof may be taken under the direction of this Court of the said debts so as aforesaid owing by said testator at the time of his death, and which still remain unpaid, and that said personal estate may be applied in due course of administration in payment of the debts, due to your Orator and all other creditors who may come in and contribute to the expenses of this suit, and that the aforesaid real estate or so much thereof as may be necessary for the purpose, may be decreed to be sold to the payment of so much of the aforesaid debts as may remain unsatisfied.

by the application of the personal estate as aforesaid and that your Orator may have such further and other relief as his case may require.

May it please your Honor to grant unto your Orator the Order of Publication giving notice to the said Albert K. Smith and Susan Smith his wife of Gettysburg in the State of Pennsylvania, Sarah J. Steinhafer and William H. Steinhafer her husband of York, in the State of Pennsylvania, Benjamin Franklin Smith and Sorilla Smith his wife of Hellam York Co. in the State of Pennsylvania, Angeline Stine and Charles Stine her husband of Rye, in the State of Pennsylvania, Henry Smith of Pueblo Colorado and Ella Hengst and Henry Hengst her husband of — Co. in the State of Missouri, and all of whom are adults, and who are non-residents of this State, of the object and substance of this Bill, and warning them to appear in this Court, in person or by Solicitor on or before a certain day to be named therein, to show cause, if any they have why a decree ought not to pass as prayed; and also the writ of subpoena against the said Elizabeth Smith Administratrix of Henry Smith, of Carroll County, Elizabeth Smith widow of said Henry Smith, late of Carroll County deceased, and Samuel G. Smith, Ezra Smith Lizzie V. Smith, Elsie M. Smith, and Minnie B. Smith, of Carroll County State of Maryland, all infants, and defendants in this Cause, commanding them and each of them to appear in this Court at some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed therein, and as in duty bound &c,

Geo. L. Stockbridge Solicitor for Complt.

Exhibit A,

$300.00 Carroll County Md. April 4th 1891.

One year after date, I promise to pay George W. Slaughter or order three hundred dollars, for value received with interest from date.

Test; John R. Sterig Henry Smith,

Endorsed Entered paid on the within note up to April 4 1897. — $18.00

To which is attached the usual affidavit.

Exhibit B. Is the Original Mortgage from Henry Smith & wife to George W. Slaughter dated April 4 1891 for $300.00 which is recorded among the Real Estate Mortgage Records of Carroll County in Liber B.D.C. No 30 folio 397 &c,

Exhibit C

"Exemplification of Letters Administration."

State of Maryland Carroll County Sct:

The undersigned Register of Wills for Carroll County aforesaid hereby certifies that it appears from the records in his said office that administration of the goods chattels rights and credits and personal estate of Henry Smith late of Carroll County, deceased who died intestate, leaving personal property within said State was granted and committed by the Orphans Court of Carroll County, on the 9 day of November in the year eighteen hundred and ninety seven unto Elizabeth Smith who was duly associated administratrix of said deceased. In testimony whereof I hereunto subscribe my name and affix the Seal of my said office this 19 day of November

Deeds
Plats
etc

A.D. 1897.

Geo. M. Parke,
Register of Wills for Caroline County, Maryland,

Exhibit A, Is a Certified Copy of a deed from Anna Hively to Henry Smith dated April 5th 1890. and recorded among the Land Records of Caroll County in Liber W.D.M. No 71 folio 381 &c,
Exhibit B, Is a Certified Copy of a deed from Charles Hively et ux to Henry Smith dated April 5th 1890, and recorded among the Land Records of Caroll County in Liber W.D.M. No 71 folio 382 &c,
Exhibit C, Is a Certified Copy of a deed from Samuel Shultz et ux to Henry Smith dated March 24th 1890 and recorded among the Land Records of Caroll County in Liber W.D.M. No 71 folio 379 &c,

Answer of the four Defendants,

George W. Shaubutz
Plaintiff
against
Albert H. Smith et als
Defendants

No 3602 Equity,
In the Circuit Court for Caroll County, in Equity,
To the Honorable the Judges of said Court,

The joint and separate answers of Albert H. Smith, Eliza Smith, Lizzie V. Smith, Clara M. Smith, and Jennie B. Smith, all of Caroll County in the State of Maryland, Infants, by Thomas H. Bankard their Guardian ad litem to the Bill of Complaint of George W. Shaubutz Plaintiff against these respondents and others, defendants in your said Court in said cause exhibited, is as follows, that is to say,

These respondents answering thereto by their Guardian ad litem say, that being infants of tender years, they can neither admit nor deny the matters facts and things in said Bill of Complaint of the Plaintiff in this case, but consents to leave the same to the decision and decree of your said Court, and submits their rights and interests in this cause to the protection of your Honorable Court. Thomas H. Bankard
Guardian ad litem for the four Defendants

Petition of Plaintiff to amend Bill of Complaint & Order of Court thereon filed April 5th 1898,

Amended Bill of Complaint,

George W. Shaubutz Plaintiff.
against
Albert H. Smith, and Susan Smith his wife, Sarah J. Dittenhafer and William H. Dittenhafer her husband, Benj. F. Smith and Cecelia Smith his wife, Augustine Stine and Charles Stine her husband, Ella Hoffecker and Thomas Hoffecker her husband, Henry Smith, Elizabeth Smith, Lizzie V. Smith, Minnie B. Smith, Infants, and Henry Smith deceased, Elizabeth Smith his widow, James Thompson and Maggie Thompson his wife, and Lottie Shannon, Ellie Shannon, and Mary Shannon, and Henry Smith, Minnie A. Smith, Albert Smith, Emma Smith, Samuel F. Smith, Jesse Smith, Lizzie V. Smith, Edna M. Smith, and Minnie B. Smith Infants Defendants

No 3602 Equity,
In the Circuit Court for Caroll County.
In Equity.
To the Honorable the Judges of said Court.

Now the Supplemental Bill of Complaint of your Orator Jointly Complaining says,

That your Orator filed this Supplemental Bill of Complaint as well for himself as all other

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32 x 10
25 x 10

executions of the late Henry Smith late of Carroll County deceased who will come in and contribute to the expenses of this suit.

2nd That the said Henry Smith late of Carroll County aforesaid departed this life in Carroll County Maryland Intestate, being indebted unto your Orator in his lifetime on a certain promissory note dated on the 4th day of April A.D. 1891. for the sum of three hundred dollars, payable one year after date with interest and said note was secured by deed of Mortgage of even date herewith by your Orator, by the said Henry Smith in his lifetime, and his said wife Elizabeth Smith, which said Mortgage was duly recorded among the Land Records of Carroll County Maryland, in Liber B. F. G. No 30 folio 379 &c. and which your Orator has filed with his said Bill of Complaint, in this cause marked Exhibit A. and B. and prayed to be taken and considered as a part of this his amended Bill,

3rd That said Henry Smith being indebted as aforesaid, unto your Orator, and also unto divers other persons, in large sums of money, and having personal property of very small value, and also real estate of about the value of $1600.00 departed this life in Carroll County aforesaid on the 26th day of October 1897, Intestate as hereinbefore stated,

4th That the said Henry Smith left surviving him a widow the defendant Elizabeth Smith, and the following children viz; a son Albert H. Smith and Susan Smith his wife, a daughter, Sarah J. who intermarried with William H. Dillenhafer, a son Benjamin F. Smith, and Orilla Smith his wife, a daughter Angeline, who intermarried with Charles Stone, a daughter Ella, who intermarried with Henry Keepnafe, a son Henry Smith, all of whom are adults, and all of whom are now residents of the State of Maryland, and all of whom are children by his wife of the first marriage, And also the following named children by his second marriage viz; Edward L. Smith, Ezra Smith, Lizzie V. Smith Clara M. Smith and Minnie Smith, all of whom reside in Carroll County with their Mother Elizabeth Smith, and all of whom are infants, under the age of twenty one years,

5th That the said Henry Smith had by his marriage to his first wife together daughters whose names were Rebecca Smith and Amanda Smith, and that the said Rebecca intermarried with — Shannon and the said Amanda intermarried with H. H. Winans, The said Rebecca Shannon departed this life on or about the — day of — A.D. and before her said father Henry Smith leaving surviving her five (5) Children viz; James Shannon and Maggie Shannon both of whom are adults, and Kate Shannon, Ellie Shannon and Mary Shannon, who are infants, and all of whom are residents of the State of Pennsylvania, and were residents of the State of Maryland, The said Amanda Winans departed this life on the 27th day of December A.D. 1881, and before her said father Henry Smith leaving surviving her four (4) Children viz; Lester Winans & Charles Smith Winans, and both of whom reside with their father H. H. Winans in Pittsfield Pike County in the State of Illinois and who are now residents of the State of

Maryland, and all of whom married (s) [illegible] grand children of said Henry Smith children of his deceased daughter Rebecca Thomas are equally entitled to the share or proportion of their deceased Mother of her Fathers estate, And the said two grand children, of the said Henry Smith Children of his deceased daughter Amanda Timms. are now entitled to the share or proportion of their Mother in her deceased Fathers estate

6th That administration of all and singular the personal estate of the said Henry Smith, hath been ~~duly~~ granted by the Orphans Court for Lancaster County, unto the defendant Elizabeth Smith of Lancaster County. as appears by letters of administration duly issued and filed with the Complainants bill in this cause Marked Exhibit B.

7th That said Elizabeth Smith in virtue thereof has possessed herself of said personal estate of the value of about $269.00

8th Your Orator is informed and believes and so charges that the personal estate is not sufficient to discharge all the debts due and owing by said Henry Smith at the time of his death. And that there will be a large deficiency in the said personal estate in so far as payment of said debts due by said deceased,

9th That the said Henry Smith died seized and possessed of a small real estate, as aforesaid. lying in Lampeter Township Lancaster County all of which is fully and at large described in the several certified Copies of said deeds filed with the Original Bill marked respectively Exhibits D. E. & F. and prayed to be considered as a part hereof, which said real estate is of about the value of $1600.00 to the end therefore that the said Elizabeth Smith administratrix as aforesaid may set forth an account of the personal estate of her intestate and the amount and the particulars thereof possessed by her, and how much thereof has been disposed of by her in payment of her intestates debts or otherwise and what debts, and to what amount undertaxes unsatisfied, and that an account thereof may be taken, under the direction of this Court of the debts so as aforesaid owing by said intestate at the time of his death and which still remains unpaid, and that said personal estate, may be applied in due course of administration in payment of the debts due to your Orator, and all other creditors who may come in and contribute to the expenses of this suit, and that the aforesaid real estate or so much thereof as may be necessary, for the purpose may be decreed to be sold. for the payment of so much of the aforesaid debts as may remain unsatisfied by the application of the personal estate as aforesaid. and that your Orator may have such further and other relief as his case may require. May it please your Honors to grant unto your Orator the Order of Publication giving notice to the said Albert K. Smith. and Susan Smith his wife, of Littlestown in the State of Pennsylvania, Sarah Litzenhafer and Wm. H. Litzenhafer her husband of York in the State of Pennsylvania, Benjamin Franklin Smith, Matilda Smith his wife, of Red Lion Joseph Gill the State of Pennsylvania, Angeline Stone and Charles Stone her husband of Hope. in the State of Pennsylvania,

Kemp Smith of Pueblo, Colorado, Ella Hayward, and Harry Hayward, her husband of ___ in the State of Missouri, And all of whom are adults, And non residents of this State, And also the Heirs of Rebecca Shannon against James Shannon and Maggie Shannon adults and Katie Shannon, Ellie Shannon, and Mary Shannon, whose infants children of Rebecca Shannon (now deceased) and Grandchildren of said Kemp Smith late of Carroll County Md. Intestate, who now reside in the State of Pennsylvania and also against the said Rufus Smith Jemima and Harry Webster Simms infants and non residents of the State of Maryland, and who reside with their father W. M. Simms in Pittsfield Pike County State of Illinois, Children of Intestates deceased daughter, Amanda Simms, And all of whom are non residents of the State of Maryland, of the object and substance of this Bill, and warning them to appear in this Court in person or by Solicitor on or before a certain day to be named therein to show cause if any they have why a decree ought not to pass as prayed.

1897 April 19th

And it is duly ordered &c,

George L. Stockdale,

Sol for Complainant.

Order of Publication,

No 3602 Equity,

In the Circuit Court for Carroll County.

In Equity.

George W. Stansbury
Complt
against
Albert H. Smith and others Defendants

The object of this suit is to procure a decree for the sale of certain Real Estate in Carroll County in the State of Maryland, of which a certain Kemp Smith late of said County deceased, died seized and possessed. So much thereof as may be necessary, for the purpose of paying the debts of said Intestate at the time of his death, and inasmuch as his personal estate has been exhausted in the payment of the same.

The Bill avers that the said Kemp Smith was in his life time indebted unto the Complainant George W. Stansbury in the sum of $300.00 on his promissory note, to his order, dated on the 1st day of June A.D. 1891 with interest from date, and which said note is due and unpaid and dishonored 4th 1897, and which said note is secured by a deed of Mortgage of even date therewith upon said real estate of which said Intestate died seized and possessed. That all of the personal estate of which the said Kemp Smith died seized and possessed amounts to about $269 and the Real Estate of the value of about $1600.00 And that said Kemp Smith being so indebted unto George W. Stansbury and divers other persons departed this life in Carroll County State of Maryland on or about the 26th day of October A.D. 1897. Intestate as aforesaid, leaving surviving him, his widow Elizabeth Smith, and the following Children and Grandchildren, and only heirs at law viz; Albert H. Smith, who is intermarried with Susan Smith, Sarah J. Bittenhafer, who is intermarried with W. J. Bittenhafer Benjamin F. Smith who is intermarried with Amelia Smith, Augustus Stone who is intermarried with Rhoda Stone Ella Hayward, who is

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intermarried with Henry Heycraft, all adults, and James Shannon and Maggie Shannon adults, and Katie Shannon Ellie Shannon and Mary Shannon. Infants. Children of Estes-tates, deceased daughter, Rebecca Shannon, who intermarried with — Shannon, and who departed this life before her father, and also Charles Smith Winans and Harry Webster Winans infant children of Estestates deceased daughter Amanda Winans who also departed this life before her said father and all of whom are children, and Grandchildren of Estestate by his first wife Rachael Smith Ezra Smith, Lizzie C. Smith, Ella M. Smith and Minnie B. Smith, Infants, Children of Estestate by his second wife Elizabeth Smith, that Letters of Administration upon said personal estate of said Henry Smith were granted by the Orphans Court for Carroll County Maryland, to said Elizabeth Smith, that said Bill prays that the said Elizabeth Smith as administratrix may be required to answer the Bill and that the personal estate may be applied in payment of the debts due the plaintiff and all other creditors that the Real Estate of the said Henry Smith or so much thereof as may be necessary, may be sold, for the payment of the aforesaid debts remaining unsatisfied after the application of said personal property as aforesaid, and prays for a writ of subpoena against all defendants residing in the State of Maryland, and also for an order of publication against Albert K. Smith, and Susan Smith of Lattlestown Sarah E. Dittenhafer and William H. Dittenhafer of York, Benjamin F. Smith, and Orilla Smith of said City, York Co. Angeline Sine, and Charles Sine of Bge and all of the State of Pennsylvania, Henry Smith, of Pueblo, State of Colorado, Ella Heycraft and Henry Heycraft, of — County, State of Missouri, all of whom are adults, filed against James Shannon and Maggie Shannon and Katie Shannon, Ellie Shannon and Mary Shannon, Infants Children of Estestate deceased daughter Rebecca Shannon, and all of whom are residents of the State of Pennsylvania, and also against Charles Smith Winans and Harry Webster Winans infants, Children of Estestate deceased daughter Amanda Winans of Pittsfield Pike County State of Illinois and all non residents of the State of Maryland,

It is thereupon this 31st day of June A.D. 1898, Ordered by the Circuit Court for Carroll County in Equity, that the plaintiff by causing a copy of this Order to be inserted in some newspaper published in said County Md. once in each of five successive weeks before the 13 day of June next, give notice to said non residents Albert K Smith, and Susan Smith, Sarah E. Dittenhafer and William H. Dittenhafer, Benjamin F. Smith and Orilla Smith, Angeline Sine and Charles Sine, Ella Heycraft and Henry Heycraft, Henry Smith, James Shannon, Maggie Shannon, Katie Shannon, Ellie Shannon, Mary Shannon and Harry Webster Winans and Charles Smith Winans of the object and substance of this Bill of Complaint, warning them and each of them the said Albert K and Susan Smith his wife Sarah E. and William H. Dittenhafer her husband, Benjamin F. and Orilla Smith his wife, Angeline and Charles Sine her husband, Ella and Henry Heycraft, her husband, Henry Smith, James Shannon, Maggie Shannon, Katie

Shannon Ellie Shannon and Jenny Shannon Henry Webster Thomas and Charles Smith Thomas to appear in this Court in person or by Solicitor on or before the 28 day of June next to show cause if any they have why a decree ought not be passed as prayed.

Charles B. Roberts.

True Certificate,

Westminster Md. June 11th 1898.

We hereby certify that the annexed Order of Publication was published once in each of FOUR successive weeks prior to the fourteenth day of June 1898 in the Democratic Advocate, a newspaper published in Carroll County Md.

Vanderford Bros.
Editors and Publishers,

George W. Stansbury Complainant
against
Albert K. Smith et als Defendants

Answer of Elizabeth Smith widow
&c to the seventh Court for Carroll County
in Equity.
No 8602 Equity.

To the Honorable the Judges of said Court.

The undersigned, Elizabeth Smith widow, of Carroll County in the State of Maryland respectfully make Unto your said Court, this separate answer to the Bill of Complaint of George W. Stansbury &c this defendant and others in this your said Court in said Cause exhibited against them.

This respondent answering said Bill of Complaint says that the matters facts and things charged therein are true as therein stated and charged, to the best of her knowledge and belief, and that she hereby consents that the real estate, that is prayed to be sold by the Complainant therein, may be sold, free clear, and discharged from all claim of her dower right or title therein, of which she is entitled, in and to all the real estate of which the said Henry Smith late of Carroll County Maryland, died seized and possessed, situate lying and being in Carroll County Maryland, and consents to take in lieu thereof the share or proportion of the proceeds of the sale thereof that she may be shall be entitled to in equity and hereby consents to the passage of an immediate decree for the sale of the real estate prayed to be sold in said Cause, and further states that she was forty years of age or her last birth day, and prays to be hence dismissed with her reasonable costs in this behalf expended. And as in duty bound will ever pray.

Wm. H. Gingling
Solicitor for Elizabeth Smith widow
of Henry Smith deceased and other defendants

Elizabeth Smith widow of Henry Smith deceased and other defendants

George W. Stansbury Complainant
against
Albert K. Smith et als Defendants

No 8602 Equity.
In the Seventh Court for Carroll County in Equity.

To the Honorable the Judges of said Court.

The separate answer of Elizabeth Smith administratrix of Henry Smith late of Cecil County Maryland deceased to the Bill of Complaint and the amended Bill of Complaint of George W. Stansbury. Complainant for the said Elizabeth Smith Administratrix as aforesaid and Defendant in this Cause, respectfully states.

1st That this Defendant admits the matters and things set forth in the aforesaid Bill of Complaint and the amended Bill of Complaint, and that she is the duly qualified administratrix of the said Henry Smith deceased as appears by the exemplification of letters of administration herewith filed and marked Exhibit E. S. No. 1.

2nd That since the filing of the Bill of Complaint and the amended Bill of Complaint in this Cause, your respondent has caused to be stated in the Orphans Court of Cecil County, a statement of the assets and liabilities of the estate of the aforesaid Henry Smith deceased, in that Court. That the amount of the personal effects of the said Henry Smith deceased subject to the payment of his debts that is now in the hands of the said defendant by virtue of her authority as administratrix as aforesaid after the deduction of the proper expenses heretofore incurred by her in the administration of her Intestates said estate, and funds in her hands as such administratrix liable to pay all costs, expenses and the amount of $65.00 due by your respondent to the annexed order of the 6th of 19th day thereof your administratrix as aforesaid has no funds that is, or could possibly be created in this cause, as will fully appear by a certified copy thereof herewith filed marked Exhibit E. S. No. 1.

3rd That the aggregate amount of the claims filed against her Intestates estate passed and proved in the Orphans Court of Cecil County is the sum of $ 786.00 all of which will fully appear by reference to Statement thereof filed herewith marked Exhibit E. S. No. 11. and prayed to be taken as a part hereof. Your respondent having fully answered the Bill and the amended Bill of Complaint in this Cause, prays to be hence dismissed with her reasonable costs in this behalf incurred.

Witness.
John M. Geighing

Elizabeth Smith administratrix of the personal estate of Henry Smith late of Cecil County Maryland deceased Intestate.

Signed & Sworn to before me
this 19th day of April 1911
John M. Geighing
Notary Public

George W. Stansbury
Complainant
against
Albert H. Smith et als
Defendants

In the Circuit Court for Cecil County, Sitting as a Court of Equity.

To the Honorable the Judges of the Circuit Court for Cecil County Sitting as a Court of Equity.

The joint and separate answers of Edith Shannon, Ellie Shannon, Mary Shannon, Harry Webster Simms and Charles Smith Simms all

non residents of the State of Maryland, all infants under the age of twenty one years, by Thomas H. Bankard their Guardian, Ad-litem to the Bill of Complaint of George W. Stansbury Plaintiff in this cause against these respondents and defts. in the above entitled cause, in your said Court in said cause exhibited, &c respectfully as follows Viz:

These respondents answering Thomas H. Bankard their Guardian ad litem, says, that they being infants of tender years, they can neither admit nor deny the matters facts and things in the Bill of Complaint and amended Bill of Complaint filed in this cause by the plaintiff. But consents to leave their respective rights and interests therein to the decision and decree of your said Court, and to submit their rights and interests in this cause to the protection of your Honorable Court.

Witness:
Adelt L. Bankard,

Thomas H. Bankard, Guardian ad litem
for Infant non resident defendants,

Interlocutory Decree.

George W. Stansbury
Plaintiff,
against
Albert K. Smith et als
defendants

In the Circuit Court for Carroll County.
In Equity.
No 3602 Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, Sitting as a Court of Equity.

The Order of Publication herein to be passed by your Honorable Court in the above entitled cause, and the said Order of Publication having been duly published in "The Democratic Advocate, a newspaper printed and published at Westminster in Carroll County, Maryland — once in each of four successive weeks, before the 23 day of June A.D. 1878, thereby giving notice to Albert K. Smith and Susan Smith his wife Sarah J. Dittenhafer and Wm H. Dittenhafer her husband Benj. F. Smith and Adrilla Smith his wife, Angelia Stine and Charles Stine her husband, Ella Heycraft and Henry Heycraft her husband, Henry Smith & James Shannon and Maggie Shannon, and all of whom are adults above the age of twenty one years, and all of whom are non residents of the State of Maryland, that the said Order of Publication having given notice to the said non resident adult defendants viz: Albert K. Smith, and Susan Smith his wife Sarah J. Dittenhafer and Wm H. Dittenhafer her husband Benj. F. Smith and Adrilla Smith his wife, Angelia Stine and Charles Stine her husband, Ella Heycraft, and Henry Heycraft her husband and Henry Smith and also James Shannon and Maggie Shannon, and the above named defendants non residents aforesaid, having failed to appear in this Court in person or by Solicitor on or before June 28 A.D. 1878, to answer the said Bill of Complaint

It is thereupon this 29th day of June, in the year eighteen hundred and seventy eight by the Circuit Court for Carroll County sitting as a Court of Equity, Adjudged Ordered and Decreed that the Plaintiff is entitled to relief in the premises, but because it does not evidently appear what relief the plaintiff is entitled

It is further adjudged and ordered, that leave be granted to the plaintiff to take testimony before one of the standing Examiners of this Court, to support the allegations of his Bill of Complaint.

Charles B. Roberts,

Agreement.

George W. Stansbury
Plaintiff
against
Albert H. Smith et als
Defendants

No 3602 Equity.
In the Circuit Court for Carroll County
In Equity.
To the Honorable the Judges of the Circuit Court
for Carroll County, sitting as a Court of Equity.
The undersigned hereby agree to submit the above
Cause to the Honorable Court for Carroll County, or one of the Judges
thereof for immediate decree of said Court.

George L. Stockdale Solicitor for Complainant
Thomas H. Hunter Guardian ad litem for Jackson defendant,
Elizabeth Smith Gordon & Adriel Hesson defendants.
Elizabeth Smith Administratrix of Benjamin
late of Prince George County Maryland deceased.
Thomas H. Hunter Guardian ad litem for
Non resident Infant defendants,

Decree.

George W. Stansbury
Plaintiff
against
Albert H. Smith
et als Defts

In the Circuit Court for Carroll County.
Sitting as a Court of Equity.
No 3602 Equity.

The above cause standing ready for hearing and being submitted without Argument, the Bill, Answers and all other proceedings were by the Court read and considered, It is thereupon this 10 day of August, in the year eighteen hundred and ninety eight by the Circuit Court for Carroll County sitting as a Court of Equity Adjudged Ordered and Decreed, that the real Estate mentioned in the Bill of Complaint and amended Bill of Complaint, situate in Carroll County, be sold, and that George L. Stephenson, of Carroll County State of Maryland, be and he is hereby appointed Trustee to make said sale, and that the terms and manner of this proceeding shall be as follows. He shall first give with the Clerk of this Court, a Bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court or by the Clerk thereof, in the penalty of three thousand dollars, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or order in the premises. He shall then proceed to make the said sale, having given at least three weeks notice by advertisement inserted in some newspaper published in Carroll County, and by such other mode as he shall think proper of the time place and terms of sale which shall be as follows Viz: One third part of the purchase money

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25×10

shall be paid by the purchaser or purchasers of the Trustee on the days of sale, or upon the ratification thereof by this Court; and the residue shall be paid in two equal payments, the one to be paid in one year and the other in two years from the days of sale with interest and to be secured by the notes of the purchaser or purchasers, with security to be approved of by the Trustee. And as soon as may be convenient after any such sale or sales the said Trustee shall report to this Court a full and particular account of his proceedings relative to such sale with an affidavit annexed of the truth thereof and of the fairness of said sale, and on obtaining the Courts ratification of the sale and on the payment of the purchase money (and not before) the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his her or their heirs the property sold, estate to him her or them sold, free clear and discharged of all claim of the parties hereto, Complainants and defendants, and those claiming by from or under them or either of them, and the said Trustee shall bring into this Court, the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, the expenses of said sale, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill attention and fidelity wherewith he shall appear to have discharged his trust, and at the time of advertising said Sale, the Trustee is directed to give notice to the Creditors of the said Henry Smith deceased to file their claims with the vouchers thereof, with the Clerk of the said Court within two Months from the day of said sale.

Charles B. Roberts,

Trustees Bond,

Know all men by these presents, that we George L. Stockdale Trustee Geo L. Stockdale, Geo. W. Oldbaugh & M. E. Walsh, of Prince Georges County in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of three thousand dollars, current money, to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, Our and each of our heirs executors and administrators jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of August in the year of our Lord, one thousand eight hundred and seventy eight. Whereas by a decree of the Circuit Court for Prince Georges County, as a Court of Equity, bearing date the 10th day of August in the year eighteen hundred and seventy eight, passed in a cause in the said Court, wherein George W. Stansbury is Complainant and Albert R. Smith & als are Defendants, the above bound George L. Stockdale has been appointed Trustee to make sale of certain Real Estate in the proceedings in said Cause mentioned. Now the condition of the above obligation is such that if the above bound George L. Stockdale do and shall well and faithfully perform the trust

set forth in this by said decree, or that may be decreed in lieu thereof by any further de-
cree or order of said Court, in the premises then the above obligation to be void
and of no effect, otherwise to remain in full force and virtue in law.
Signed Sealed and delivered
in the presence of
Leo. A. Miller

Geo. L. Stockdale (SEAL)
Geo. L. Stockdale Trustee (SEAL)
Leo. M. Albaugh (SEAL)
Michael E. Walsh (SEAL)

To the Clerk of the Circuit Court for Carroll County.

I hereby certify that the securities in the above Bond are satisfac-
tory sufficient for the penalty therein expressed. Leo. L. Stockdale
Solicitor for Complainant.

The above Bond is approved this 11th day of August 1898.
Jos. H. Billingslea Clerk.

Report of Sale

George W. Stansbury
Complainant
vs
Albert H. Smith et als
Defts.

In the Circuit Court for Carroll County.
In Equity. No 3602 Equity.

To the Honorable the Judges of
the Circuit Court for Carroll County.

The report of George L. Stockdale Trustee by virtue
of a decree of your Honorable Court, passed in the
above entitled Cause, respectfully states that after giving Bond
with security for the faithful discharge of the trust, and giving
bond as by order of the time place manner and terms of sale,
by advertisements in the Democratic Advocate, a paper published in
Carroll County as appears by Exhibit No. 1, to report Said sale by hand-
bills extensively circulated throughout said County, he did personally
on said sale attend at the place of sale, on the seventh day of Sep-
tember in the year eighteen hundred and ninety eight, at 2 o'clock
P.M. and thereat did proceed to sell the property mentioned in said
Bill of Complaint, in this Cause, and duly described in Exhibit A
of deeds filed and marked Exhibits A & B. thereto, containing twenty (20)
eight acres of land more or less, and sold the same to Geo. L. Stock-
dale Trustee of Carroll County Maryland. he being there and there the highest
bidder therefor at and for the sum of Four Hundred dollars, and
said purchaser was then informed with the terms of sale, as follows, viz:
He signed the Certificate of purchase, and also gave his promis-
sory note, for the sum of Four Hundred dollars, with approved
security, with the right and privilege of paying the said purchase
money Cash, upon the ratification of sale and interest due 2/3 part
thereof at 6% per annum, from said day of sale, until paid.
All of which is respectfully submitted,
Geo. L. Stockdale Trustee,

State of Maryland Carroll County Sct.
On this eighth day of September eighteen Hundred and ninety eight, per-

severally acknowledged before me a Justice of the Peace of the State of Maryland in and for Cecil County George L. Stockdale Trustee, as named in the above report of sale, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale was fairly and truly made.

Sworn to before me, John M. Ginglings Justice of the Peace.

Order Nisi on Sale.

George W. Stansbury
Plaintiff
vs
Albert K. Smith et als
Defts.

In the Circuit Court for Cecil County.
June Term 1898.
No 3602 Equity.

Ordered this 8th day of September 1898, that the sale of the property mentioned in these proceedings made and reported by George L. Stockdale Trustee in the above cause, by virtue of a decree passed by said Court in said cause, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 10th day of October next; provided a copy of this order be inserted in some newspaper printed in Cecil County, once in each of three successive weeks before the 3rd day of October next. The report states the amount of sale to be $1400.00.

Jno. H. Billingslea, Clerk.

Printers Certificate

Westminster Md. Oct. 8 1898.

We hereby certify that the annexed Order Nisi in the case was published three successive weeks prior to the 3rd day of October, 1898, in The Democratic Advocate, a newspaper published in Cecil County, Md.

Vandeford Bros. Editors and Publishers,

Order ratifying Sale.

George W. Stansbury
Plaintiff
vs
Albert K. Smith et als
Defts.

In the Circuit Court for Cecil County.
June 1898.

Ordered by the Court, this 11th day of October, 1898, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause, and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor. And said George L. Stockdale Trustee aforesaid is hereby directed to receive the full purchase money, together with such interest as may have accrued upon (2/3) thereof, and report the same to the Auditor of this Court, to be distributed with the general funds.

Charles B. Roberts,
Auditor.

George W. Stansbury Plaintiff
vs
Albert K. Smith et al defendants

No 3602 Equity.
In the Circuit Court for Cecil County.
In Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, Sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court, passed in this Cause, he examined the papers filed in the Cause, and therefrom stated the within Account as follows:

He finds that the "Statement of Mortgage Claims" then filed, the "Statement of Judgment Claims" then filed, the "Statement of Unimpressed Claims" and said Statements being herewith filed. He then charges the Trustee with all the Assets in his hands, and thereon allowed him his Commissions and expenses, and all Costs in the Cause. He then distributed the sum of $328.45 to the Trustee being the amount paid by him to George W. Stansbury Mortgagee in Case of his Mortgage Claim, debt and interest which appears by the Statement of Mortgage Claims herewith filed. He then distributed the sum of $93.15 to Mrs. Elizabeth Smith widow of said Henry Smith, deceased Intestate in lieu of her dower in the Real Estate sold by the Trustee in this Cause. He then distributed the sum of $19.41 to Elizabeth Smith being the amount over paid by her as administratrix of said Henry Smith, deceased Intestate as appears by the Bill of her Quit and Final Account settled in the Orphans Court of Carroll County, June 27th 1898, filed in this Cause. He then distributed to Julia A. Starling $10.00 and to Catharine Starling $10.98 being in full of their respective Judgment Claims, debt, interest and costs which appears by Claims Nos 1 and 2, in the "Statement of Judgment Claims" herewith filed. He then distributed to Christian White $4.00 to Conrad Frankfoster $32.44 to Thomas M. Pooley $21.21 to George A. Stockdale Trustee assignee &c $5.35 to Elizabeth Smith assignee &c $1.50 and to Elizabeth Smith assignee &c $1.00 in full payment of their respective claims debt and interest which appear by Claims Nos. 1.2.3.4.5 and 6, in Statement of Unimpressed Claims herewith filed. The balance of said fund then left in court $30.32 he distributed among the heirs at law of said Henry Smith deceased Intestate, & further reports, that the Trustee at the time of advertising the Real Estate for sale, gave notice to the creditors of said Henry Smith deceased Intestate to file their claims duly authenticated with the Clerk of this Circuit Court for Carroll County, which notice has expired.

All of which is respectfully submitted.

1898. November 11th — Jno. J. Baumgartner. Auditor.

The Real Estate of Henry Smith dec'd Intestate.

In Account with George A. Stockdale. Trustee.

Debtor.		
1898 September 7th By Sale of Real Estate, then made by the Trustee to Clifton T. Diffey as appears by his report filed in this Cause, September 8th 1898. Amounting to the sum of	$ 1400.00	
By amount of interest received by the Trustee from the purchaser as appears by his report to the Auditor filed in this Cause		

November 11th 1898. Amounting to the sum of.	5.	29
Executors of Trust Fund.	$ 1405.	29
Dr.		
To the Trustee for his Commissions	$ 73.	18
To the Trustee Amount paid John A. Strong Agent re Fire Insurance per George M. Stansbury Mortgagee, per Voucher No. 1 and 2 filed.	3.	61
To the Trustee. Disbursements Vouchers No. 3. for printing per Voucher No 3. filed.	39.	75
To the Trustee Disbursements Jacob Rupp Collr. Taxes, for 1898 per Voucher No 4 filed.	9.	85
To the Trustee Disbursements John M. Stansbury for Auctioneering Sale per Voucher No 5 filed.	5.	00
To the Trustee Disbursements George L. Stockdale Solicitor for professional services rendered per Voucher No 6 filed.	100.	00
Costs of taking evidence.		
To Michael E. Walsh Examiner.	6.	00
To Elizabeth Smith	1.	65
To Thomas H. Barnhard. Guardian ad litem.	4.	00
Costs as taxed by the Clerk.		
To George L. Stockdale Solicitor. Defendants fee.	10.	00
To Jas. H. Billingslea Clerk.	43.	65
To J. Oliver Murray late Sheriff.	3.	15
To Geo. M. Parke late Register.		50
To Joseph D. Brooks Register.	1.	74
Defendants Costs.		
To Jas. H. Billingslea Clerk,	1.	70
To Publication Order &c. &c. in this account.	1.	50
To Jno. L. Baumgartner Auditor. Getting up claims. Examining Papers, Making Statement of Mortgage claim. Making "Statement of Judgment claims. Making Statement of Simple Contract claims" Stating this Account &c.	27.	00
Amount of Expenses,	$ 331.	98
To the Trustee. Amount paid George M. Stansbury Mortgagee. being in full of his Mortgage claim. debt and Interest. which appears by the Statement of Mortgage claim herewith filed. The sum of	328.	15
To Mrs Elizabeth Smith widow of said Benjamin deceased Leasehold. in lieu of the dower in the Real Estate sold by the Trustee in this Cause. the sum of.	93.	15
To Elizabeth Smith the sum of $19.41 being the Amount over paid by her as Administratrix of said Benjamin Smith deceased Intestate as appears by a Copy of the first and Final Account settled in the Orphans Court of Carroll County June 27 1898 filed in this Cause the sum of.	19.	41
To Julia A. Singley in payment in full of her Judgment		

claim debt interest and costs which appears by Claim No. in Statement of
Judgment Claims herewith filed the sum of. 110.10
To Catharine Fleming in payment in full of her Judgment claim debt
interest and costs which appears by Claim No 2. in "Statement of
Judgment Claims" herewith filed the sum of. 109.98
To Christian White in payment in full of his claim debt and interest
which appears by Claim No. in "Statement of Unproved Claims"
herewith filed the sum of. 45.00
To Conrad Frankforter in payment in full of his claim debt and
interest which appears by Claim No 2. in Statement of Unproved
Claims" herewith filed the sum of. 32.44
To Thomas M. Bosley. in payment in full of his claim debt and interest
which appears by Claim No 3. in Statement of Unproved Claims
herewith filed the sum of. 21.21
To George L. Steelsdale Trustee assignee of H. H. Lyons in payment
in full of his claim debt and interest which appears by Claim
No 4. in "Statement of Unproved Claims" herewith filed, the sum of. 5.25
To Elizabeth Smith assignee of Elizabeth Smith Administratrix assignee
of S. L. Haworth. in payment in full of her claim which appears
by Claim No 5 in "Statement of Unproved Claims" herewith
filed the sum of. 1.30
To Elizabeth Smith assignee of Elizabeth Smith Administratrix. assignee
of Mordecai and Lincoln. in payment in full of her claim. which
appears by Claim No 6. in "Statement of Unproved Claims" here-
with filed the sum of. 1.00
Balance for distribution. 306.32
Credited of Trust Fund. # 1405.29
Balance for distribution brought forward. # 306.32
and distributed among the heir at law of said Henry Smith deceased
Intestate as follows Viz:-
To Albert K. Smith, a son and heir at law of Intestate 1/13. # 23. 56 7/13
To Sarah J. Stitzebaker wife of William H. Stitzebaker
a daughter and heir at law of Intestate 1/13. 23. 56 7/13
To Benj. B. Smith. a son and heir at law of Intestate 1/13 23. 56 7/13
To Angelina Stine wife of Charles Stine a daughter
and heir at law of Intestate 1/13 23. 56 7/13
To Ella Hoagencraft. wife of Henry Hoagencraft. a daughter and
heir at law of Intestate 1/13 23. 56 7/13
To Henry Smith a son and heir at law of Intestate 1/13 23. 56 7/13
To Samuel B. Smith. a son and heir at law of Intestate 1/13 23. 56 7/13
To Ezra Smith a son and heir at law of Intestate 1/13. 23. 56 7/13
To Lizzie V. Smith, a daughter and heir at law of Intestate 1/13. 23. 56 7/13
To Clara M. Smith a daughter and heir at law of Intestate 1/13 23 56 7/13
To Minnie B. Smith a daughter and heir at law of Intestate 1/13. 23. 56 7/13

To James Shannon, a Grandson and heir at law of Intestate 1/5 of 5/13	4.	71 17/65	
To Maggie Shannon a Granddaughter and heir at law of Intestate 1/5 of 5/13.	4.	71 17/65	
To Katie Shannon a Granddaughter and heir at law of Intestate 1/5 of 5/13	4.	71 17/65	
To Ellie Shannon a Granddaughter and heir at law of Intestate 1/5 of 5/13	4.	71 17/65	
To Mary Shannon a Granddaughter and heir at law of Intestate 1/5 of 5/13	4.	71 17/65	
To Charles L. Romano a Grandson and heir at law of Intestate 2/5 of 5/13.	11.	78 2/13	
To Harry W. Romano a Grandson and heir at law of Intestate 2/5 of 5/13,	11.	78 2/13	xxx xx
	$306.	32	$306. 32

Order nisi in Order.

No 3602 Equity.

George W. Shawsburg, Plaintiff
vs
Albert K. Smith et al, Defendants

In the Circuit Court for Carroll County.

Ordered this 11th day of November A.D. 1898, that the Account of the Auditor filed in this Cause be finally ratified and confirmed unless Cause to the contrary thereof be shown on or before the 28th day of November inst: provided a copy of this Order be inserted for two successive weeks before the last mentioned day in some newspaper published in Carroll County.

Jas. H. Billingslea, Clerk.

Printers Certificate.

Westminster Md. November 29th 1898.

We hereby certify that the annexed Order nisi in Order, was published for two successive weeks prior to the 28 day of November 1898, in the Democratic Advocate, a newspaper published in Carroll County Md.

Vandeford Bros. Editors and Publishers.

Order ratifying Order.

Ordered this 31st day of November, in the year eighteen hundred and ninety-eight, that the Account of the Auditor filed in this cause, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given in conformity with the preceding Order nisi. The Trustee is hereby directed to pay out the Moneys in this Cause in conformity with the above Order.

J. Thomas Jones,

Recorded
Per Jas. H. Billingslea, Clerk,

Maryland Sct.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Westminster, in Carroll County in the State of Maryland on the first Monday of November, (it being the 7th day of the same Month,) in the year One thousand eight hundred and ninety eight.

Were Present,

The Hon. Charles B. Roberts Chief Judge,

Ephraim Hawies Esq. Sheriff.

Jas. H. Billingslea. Clerk,

Among other were the following proceedings Viz:

Be it remembered that heretofore Viz: On the 18th day of August A.D. 1898. John T. Cassell Assignee &c, by Messrs Arnold & Parke, his Attorneys. Comes here into Court, Billing as a Court of Equity, and files his Order to Docket a Case, which is framed in form and words as follows Viz:

John T. Cassell assignee of Mortgagees Executors. Plaintiff

vs

Levi Harris and Anna M. Harris his wife Mortgagors Defendants

No 3662 Equity.

In the Circuit Court for Carroll County in Equity.

To Billingslea. Clerk;

Please Docket above entitled Case. Enter an Appearance for Plaintiff. File Mortgage deed marked Exhibit A and Mortgage Single Bill marked Exhibit B, and file and enter Bond of Assignee of Assignee of Mortgagees Executors. John T. Cassell

Arnold & Parke & Bond & Francis Neal Parke } Solicitors for Plaintiff.

Exhibit A. Is the Original Mortgage from Levi Harris et ux to David Englar &c. dated Oct. 10th 1885. for $1000.00 and assigned as recorded in Liber W.A.M. No 22 folio 551 &c one of the Real Estate Mortgage Records of Carroll County.

Exhibit B.

$1000. Two years after date I promise to pay to David Englar heirs or order the sum of One thousand dollars, with interest annually from date. For value received. Witness my hand and seal this 10th day of October in the year eighteen hundred and eighty five

Witness Christian Br. Englar Levi Harris [Seal]

Endorsed

Interest paid to Oct. 10th 1894. Paid twenty three dollars Oct. 7th 1897. as per within. For value received we hereby assign all our interest in and to the within Single Bill or Note Westminster Carroll Co Md. to us. Witness our hands and seals this 10th day of April 1889. David Englar Jr [Seal] Jacob G. Pinckert [Seal] John E. Demeny [Seal] Executors of David Englar deceased

For value received I do hereby assign the within single bill to John T. Cassell. Witness my hand and seal this 11 day of August. 1898. Amos Wampler (Seal)

Assignee's Bond.

Know all men by these presents, That we, John T. Cassell and James A. G. Bond and Hugo E. Biddis of Carroll County and State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Three Hundred dollars, to be paid to the said State, or its certain Attorney, to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs executors and jointly and severally firmly by these presents, sealed with our seals and dated this seventeenth day of August, in the year of our Lord. One thousand eight hundred and ninety eight. Whereas by deed of Mortgage, dated the 10 day of October 1885, and duly recorded in Liber W. M. No. 22 folio 355 &c, one of the Mortgage Records of said Carroll County, certain real estate and property, situate in said Carroll County, in the State of Maryland, and therein described were conveyed by Levi Harris and Anna M. Harris his wife to David Englar Sr. to secure the payment of certain money, and the interest as set forth in said Mortgage, And in said Mortgage is contained a clause authorizing a sale of the Mortgaged premises by the Mortgagee, his executors, administrators or assigns, in case of default being made in payment of the Mortgage debt or the interest thereon or in any covenant condition or agreement therein, And whereas said Mortgage and Mortgage debt were duly assigned by David Englar Jr. Israel S. Pinkert and John E. Lensey Executors of David Englar Sr. deceased Mortgagee to Amos Wampler on 10 of April 1889. And were also duly assigned by said Amos Wampler assignee to John T. Cassell, on August 10 1898. the said two assignments being duly recorded among the Mortgage Record of Carroll County aforesaid, And whereas default has been made in the payment of the Mortgage debt, and interest thereon and the other covenants of said Mortgage and by virtue of the authority given in said Mortgage the above bounden John T. Cassell is about to sell the Mortgaged property. Now the condition of the above obligation is such that if the above bounden John T. Cassell assignee of Assignee of Mortgagee as aforesaid does and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged property and proceedings thereon then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed sealed and delivered in the presence of Francis Neal Parke

John T. Cassell (Seal)
James A. G. Bond (Seal)
Hugo E. Biddis (Seal)

Bond Approved Augt 18th 1898. Test Jas H. Billingslea Clerk,

Report of Sale.

John T. Cassell assignee of Assignee of Mortgagee Executors Plaintiff vs Levi Harris and Anna M. Harris his wife Mortgagors Defendants

No 3662 Equity.

In the Circuit Court for Carroll County in Equity. To the Honorable the Judges of said Court.

The report of sale of John S. Cassell, assignee of assignee of Mortgagees Executors
plaintiff in the above entitled cause, respectfully shows unto your Honorable Court
That by virtue of the power of sale contained in the Mortgage, from the
defendants, Levi Harris, and Anna M. Harris, his wife to David English &c.
bearing date October 10th 1885, and recorded among the Real Estate Mortgage
Records of Carroll County in Liber J.B.W. No 23 folio 531 &c, and filed in
this Cause as Exhibit A. And by virtue of the assignment of the same
to the undersigned duly made and recorded, the undersigned assignee
of assignee of Mortgagees Executors as aforesaid, after giving bond for
the faithful discharge of his trust, as required by law, and having given
the time, place, manner and terms of sale by advertisements in the Commer-
cial Advertiser a newspaper published in Westminster Carroll County
Maryland, for more than thirty days before the day of sale as shown by
the Printers certificate of publication hereto filed marked Exhibit No. 1,
and by hand bills extensively circulated throughout the neighborhood of the
Mortgaged property, did pursuant to said notice attend on the premises
on the 28th day of September 1898, at One o'clock P.M. and there and then pro-
ceed to sell at public sale the Real Estate mentioned and conveyed in
said Mortgage and therein described as consisting of three separate
tracts of land, situated in Carroll County Maryland, and containing in
the aggregate, the quantity of seventeen acres, one rood and thirty
perches of land more or less. The undersigned then and there said offers
of land separately, first receiving no adequate bids therefor
he withdrew the same, and then offered the tracts as a whole,
and sold the same to Noah Haddaugh, of Carroll County Mary-
land, at and for the sum of eleven hundred and fifty dollars,
payable in Cash upon the ratification of the sale by your
Honorable Court, the said Noah Haddaugh being the last and
there the highest bidder therefor, all of which is respectfully submitted,

John S. Cassell, Assignee of
Assignee of Mortgagees Executors.

State of Maryland Carroll County to wit:

I hereby certify that on this 29th day of September 1898, before the subscriber
a Justice of the Peace of the State of Maryland, in and for Carroll County
aforesaid personally appeared John S. Cassell Assignee of Assignee of
Mortgagees Executors who being conscientiously determined to taking
an oath, solemnly sincerely and truly declared and affirmed that the
matters and things set forth in the foregoing report of sale are true as therein
stated to the best of his knowledge and belief, and that the sale therein
reported was fairly made.

William H. Baer, J.P.

Order nisi for Sale.

John S. Cassell assignee of Assignee of Mortgagee Executors. vs. Levi Harris and Anna M. Harris his wife Mortgagors defendants } No 3662 Equity. In the Circuit Court for Carroll County. In Equity.

Ordered this 22nd day of September 1898, that the sale of the property mentioned in these proceedings made and reported by John T. Cassell, assignee of Assignee of Mortgagees Executors be ratified and confirmed Unless cause to the contrary thereof be shown on or before the 24th day of October next; provided a copy of this order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the 17th day of October next. The report states the amount of sale to be $1180.00

Jas. H. Billingslea, Clerk,

Papers Certificate

Office of American Sentinel

Westminster Md October 25th 1898.

This is to certify that the annexed Order nisi sale has been published in the American & Democrat a newspaper printed and published at Westminster Carroll County Md, once a week for three successive weeks previous to the 17th day of October 1898.

E. A. Shipley, Publisher.
per John E. Shriver,

Order ratifying Sale,

John T. Cassell Assignee of Assignee of Mortgagees Executors Complt.

vs

Levi Harris and Anna M. Harris his wife Mortgagors Defendants

No 3662 Equity

In the Circuit Court for Carroll County in Equity.

Ordered by the Circuit Court for Carroll County in Equity this 29th day of October 1898, that the sale made and reported by the Assignee of Assignee of Mortgagees Executors John T. Cassell Esq and the same is hereby finally ratified and confirmed no cause to the contrary thereof by the 24th day of November next, although due notice of this order may have been given as required by the Order nisi passed in said cause, and the papers and proceedings in this cause are hereby referred to the Auditor of this Court to state an account of the tolls and distribute the proceeds of sale and the said Auditor shall in said account allow to said Assignee of Assignee of Mortgagees Executors the usual Commissions, and such proper costs and expenses, as he shall produce vouchers for to said Auditor

Charles B. Roberts,

Audit.

John T. Cassell Assignee of Assignee of Mortgagees Executors. Plaintiff

vs

Levi Harris and Anna M. Harris his wife Mortgagors defendants

No 3662 Equity

In the Circuit Court for Carroll County in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court passed in this Cause he has received the vouchers filed in the Cause, and thereupon states the accounts in the Cause as follows, He first made the statement of Mortgage

claim which is herewith filed. He then charged the Assignee with all the purchase money in his hands, and thereof allowed him his commissions and expenses and all costs properly to be allowed. The whole purchase money thus less Cert. $984.33 he distributed to John T. Cassell Assignee of Amos Hampson assignee of David English Jr. Israel B. Kimball, and John E. Kenney Executors of David English deceased Mortgagee in pursuance of his Mortgage claim of $1220.17 debt and interest which appears by the Statement of Mortgage claim herewith filed which balance on the date of the ratification of sale (October 29 1898) ought to pay said Mortgage claim & the residue of the purchase money thereof.

All of which is respectfully submitted.

1898 November 18th

Jno. Montgomery Auditor.

The Mortgaged Real Estate of Levi Riggs his assignee
In Account with John T. Cassell Assignee &c,

Debtor		
1898 September 21st By Sale of the Mortgaged Real Estate there made by the Assignee &c, to Noah K. Shaugh of Sussex County Maryland as appears by his report filed in this Cause September 22d 1898, Amounting to the sum of	$	1150.00
Credit.		
To the Assignee &c for his Commissions	$	64.00
To the Assignee &c, Amount paid Jno. Montgomery for Advertising Sale per Voucher No 1 filed.		2.50
To the Assignee &c, do pay E. P. Phillips for printing per Voucher No 2 filed.		20.50
To the Assignee &c, do pay J. Wesley Riggs Coll. Taxes for 1897 & 1898 per Vouchers Nos 3 & 4 filed,		11.52
To the Assignee &c, do pay Benj. Payne, Solicitor for Professional Services per Voucher No 5 filed,		40.00
To Jas. H. Billingsley, Clerk		18.15
To Jno. Montgomery Auditor, Making Statement of Mortgage Claim Stating this Account &c,		9.00
Amount of Expenses,	$	165.67
To John T. Cassell Assignee of Amos Hampson Assignee of David English Jr. Israel B. Kimball, and John E. Kenney Executors of said English deceased Mortgagee the whole balance of Purchase money Debt $984.33 in part payment of his Mortgage claim of $1220.17 debt and interest which appears by the Statement of Mortgage claim herewith filed which balance on the date of the ratification of Sale (October 29 1898) ought to pay said Mortgage claim & the residue of $235.84 the sum of		984.33
Amount of Sale,		1150.00
Agreement.		

Agreement to satisfaction of Audit,
No 3662 Equity,

John T. Cassell assignee
of Assignee of Mortgagees
Executors Plaintiff

vs

Levi Harris and Anna M.
Harris his wife Mortgagors
Defendants,

In the Circuit Court for
Carroll County, in Equity,

It is hereby agreed this 19 day
of November 1898. That the Account of the
Auditor filed in the above entitled cause
on November 18 1898, be satisfied by consent,
and the publication of the usual order in
the premises is hereby waived,

Jno. T. Cassell
Assignee of Assignee of Mortgagees Executors Plaintiff
Levi Harris Mortgagor and defendant,
Anna M. Harris Mortgagor and Defendant,
Sarah E. Ambaugh Purchaser,

Frances Neal Clarke
Witness
Amos Wampler.

Order ratifying Audit,
No 3662 Equity,

Jno. T. Cassell assignee &c
Plaintiff

vs.

Levi Harris wife &c
Defendants

In the Circuit Court for
Carroll County in Equity,

Ordered this 1st day of December 1898,
by the Circuit Court for Carroll County, in
Equity, That the foregoing report of the
Auditor be and it is hereby finally ratified and confirmed
no cause to the contrary thereof having been shown, and
the parties interested thereto by their Consent in writing
filed in this Cause, on December 1st 1898, agreed to the
immediate ratification of their Audit, and that the pub-
lication of the usual order nisi dispensed, and the said
John T. Cassell assignee of Assignee of Mortgagees Ex-
ecutors, is hereby directed to proceed with their audit
accordingly.

R. Thomas Jones,

Recorded
Per Jno. H. Billingslea, Clerk.

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the City of Westminster in Carroll County in the State of Maryland on the first Monday of November (it being the 7th day of the same Month) in the year of our Lord, One thousand eight hundred and ninety eight,

Were Present.

The Hon. Charles B. Roberts, Chief Judge,

Ephraim Hawes, Esq. Sheriff.

Jas H. Billingslea, Clerk.

Among other were the following proceedings Docit.

Be it remembered that heretofore, on the 28 day of July A.D. 1898, Oliver B. Wentz assignee &c by Byron Clabaugh & Roberts his Attorneys, came into Court here and files his Order to docket a Case, which afterwards is in form words as follows Docit.

Oliver B. Wentz assignee of Mortgagee, Plaintiff

vs

John H. Barnes, and Elizabeth A. Barnes his wife Mortgagors defendants,

In the Circuit Court for Carroll County Sitting as a Court of Equity.

No 3652 Equity.

Proceedings under the Maryland Code of Public General Laws Article 66. relating to Mortgages.

James H. Billingslea, Clerk.

Will please docket the above entitled case and file accompanying Exhibits A and B, and issue and forward the Bond of Oliver B. Wentz, assignee & Mortgagee.

Clabaugh & Roberts.

Attorneys for Plaintiff.

Exhibit A.

$1600.00 Carroll County Md. May 13th 1897.

Twelve months after date I promise to pay to Mary S. Wentz wife of Oliver B. Wentz, or order, sixteen hundred dollars, for value rec'd. With Interest from date.

Witness: Gustavus H. Shaffer. Endorsed

John H. Barnes,

This Note secured by Mortgage of even date herewith. Interest paid to May 14 1897.

1898 July 18th For value received I hereby assign the within note to Oliver B. Wentz for collection.

Mary S. Wentz.

Exhibit B. Is the Original Mortgage from John H. Barnes & wife to Mary S. Wentz, dated May 13 1897. for $1600.00 - which is recorded among the Real Estate Mortgage Records of Carroll County in Liber W. N. No. No 25 - folio 358 &c.

Assignee's Bond.

Know all men by these presents that we, Oliver B. Wentz, and C. R. Wentz and Willis R. Todey, of Carroll County and State of Maryland, are held and firmly bound unto the State of Maryland, in the Sum

and just sum of Forty five hundred dollars, to be paid to the said State or its certain attorney; to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 18 day of July in the year of our Lord, One thousand eight hundred and ninety eight. Whereas by deed of Mortgage dated the 13 day of May 1897, and duly recorded in Liber W.W.M. No 25 folio 358 &c one of the Mortgage Records of Cecil County, certain real estate and property situate in said Cecil County, and therein described were conveyed by John W. Barnes and Elizabeth A. Barnes his wife, to Mary S. Wentz, to secure the payment of certain money, and the interest as set forth in said Mortgage, and in said Mortgage is contained a clause authorizing a sale of the Mortgaged premises by the Mortgagee her executors administrators or assigns in case of default being made in payment of the Mortgage debt or the interest thereof, or in any covenant, condition or agreement therein, And the said Mary S. Wentz assigned said Mortgage to Oliver B. Wentz on the 18 day of July, 1898 for collection, And whereas default has been made in the payment of the principal and interest as well as in other conditions of said Mortgage, And by virtue of the authority given in said Mortgage the above bounden Oliver B. Wentz as Assignee of Mortgagee is about to sell the Mortgaged property, Now the condition of the above obligation is such, That if the above bounden Oliver B. Wentz, do and shall abide by and fulfill any order or decree, which shall be made by any Court of Equity in relation to the sale of said Mortgaged property, or the proceeds thereof, then the above obligation to be void. Otherwise to remain in full force and virtue in law,

Signed Sealed and delivered
in the presence of
Damon H. Skinner

Oliver B. Wentz. (Seal)
C. A. Wentz. (Seal)
Willis P. Tracy. (Seal)
Jas. H. Billingslea. (Seal)

Bond approved, July 28, 1898.

Report of Sale.

Oliver B. Wentz Assignee
of Mortgagee Plaintiff
vs
John A. Barnes and Elizabeth
A. Barnes his wife Mortgagors
Defendants

In the Circuit Court for Cecil County
Sitting as a Court of Equity.
No 3652 Equity.

To the Honorable the Judges of
the Circuit Court for Cecil County,
Sitting as a Court of Equity.

The report of Oliver B. Wentz, Assignee of
Mortgagee, acting in pursuance of the power of sale contained
in the Mortgage filed among the proceedings in this cause to
make sale of certain real estate therein mentioned, respectfully
shows, That after giving bond with security for the faithful discharge
of his trust, and after giving notice of the time, place, manner and
terms of sale by advertisement in the Democratic Advocate, a news-
paper printed and published in the City of Westminster in Carroll
County and State of Maryland, for more than three successive weeks

before the day of sale, as will more fully appear, by the Certificate of Publication herewith filed and marked Exhibit A. and made due taken as part of this report. And also by hand bills extensively circulated throughout said County, did pursuant to said notice attend on the premises on the 23rd day of August in the year eighteen hundred and ninety eight, at One O'clock P.M. and there and there proceed to sell said property. In the first place the said Oliver B. Wentz, Assignee of a Mortgage offered at public sale, all of said property mentioned in said Mortgage to the highest bidder, containing Forty two acres, three roods and twenty nine perches of land more or less, and sold the same to himself, he being, the and there the highest bidder therefor, for and for the sum of One thousand dollars, to be paid in Cash upon the ratification of this sale by your Honorable Court. All which is respectfully submitted,

Oliver B. Wentz, Assignee of Mortgagee.

State of Maryland, Carroll County, to wit:

I hereby certify that on this twenty fourth day of August in the year, eighteen hundred and ninety eight, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Carroll County, personally appeared Oliver B. Wentz, Assignee of Mortgagee, and in the manner of Affidavit made oath that the matters and facts stated, in the aforegoing report of sale are true as therein set forth to the best of his knowledge and belief, and that the said sale thereby reported was fairly made,

Daniel L. Dubbs, J.P.
Justice of the Peace

Order Nisi on Sale.

Oliver B. Wentz, Assignee Mortgagee, Plaintiff,
vs
John W. Barnes and Elizabeth A. Barnes his wife Mortgagors Defendants

In the Circuit Court for Carroll County, Sitting as a Court of Equity.
No 3652 Equity

Ordered this 26th day of August in the year, eighteen hundred and ninety-eight, that the sale of the real estate mentioned in these proceedings, made and reported by Oliver B. Wentz, Assignee of Mortgagee, acting under the power of sale, contained in the Mortgage filed among the proceedings in this Cause, be ratified and confirmed, unless Cause to the contrary thereof be shown on or before the 26 day of September next. Provided a Copy of this Order, be inserted in some newspaper printed in Carroll County, Maryland once a week for three successive weeks before the 19 day of September next.

The report states the amount of Sale to be $1000.00

Jas. L. Billingslea. Clerk,

True Certificate.

Westminster Md September 26 1898,

We hereby certify that the annexed Order Nisi in the above cause was published once a week for three successive weeks prior to the annexed day of September 1898. in The Democratic Advocate a newspaper published

in Cause Caroll Circ. Vandeford Bro. Editors and Publishers,

Order ratifying Sale &c.

Oliver B. Wentz assignee of Mortgagee Plaintiff
vs
John W. Barnes and Elizabeth A. Barnes his wife Mortgagors Defendants.

In the Circuit Court for Carroll County, Sitting as a Court of Equity.

No 8652 Equity.

Ordered by the Circuit Court for Carroll County sitting as a Court of Equity, this 29th day of September in the year eighteen hundred and ninety eight that the sale made and reported in this Cause by Oliver B. Wentz Assignee of Mortgage be and the same is hereby finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 29th day of October next, provided a copy of this order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the 29th day of October next; the report of sale states the amount of sales to be $1,785.23.

And it is further ordered that the said Oliver B. Wentz Assignee of Mortgage do forthwith give notice to the creditors of the deceased to exhibit their claims against the same and cause a copy of this order to be published once in each week for three successive weeks in the Democratic Advocate a newspaper published in Carroll County.

And it is further ordered that the said Oliver B. Wentz Assignee of Mortgage do and he is hereby authorized to collect and receive the outstanding debts due and owing to the estate of the said deceased and to sue for the same if necessary.

And it is further ordered that the said Oliver B. Wentz Assignee of Mortgage do return to this Court a true inventory of the personal property of the said deceased that may come to his hands for sale and a true account of his proceedings under this order within three months from the day of sale or by the 29th day of January next.

And it is further ordered that the said Oliver B. Wentz Assignee of Mortgage do and he is hereby authorized to transfer to the purchaser of the personal property of the said deceased all the right title and interest of the said deceased therein.

And it is further ordered that the said Oliver B. Wentz Assignee of Mortgage do and he is hereby authorized to execute to the purchaser of the real estate mentioned in these proceedings a deed for the same.

And it is further ordered that the said John W. Barnes and Elizabeth A. Barnes his wife Mortgagors do deliver possession of the real estate mentioned in these proceedings to the said Oliver B. Wentz Assignee of Mortgage as aforesaid.

And it is further ordered that the said Oliver B. Wentz Assignee of Mortgage do and he is hereby required to give bond.

Jno. M. Roberts,
Chas. B. Roberts,
Judges.

Oliver B. Wentz Assignee of Mortgagee Plaintiff
vs
John W. Barnes and Elizabeth A. Barnes his wife Mortgagors Defendants

No 3652 Equity.

In the Circuit Court for Carroll County, in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court passed in this Cause, he appointed the 5th day of December A.D. 1898 at his office in the City of Westminster as the time and place for the parties to this Cause, and therefore states the following account as follows.

He first made the statement of Mortgage claim which is herewith filed. He then charged the Assignee of Mortgage with all the purchase money in his hands, and then allowed him his Commissions and expenses, and all costs paid by him. The whole balance then left in his hands $848.23 he distributed to Mary S. Wentz wife of Oliver B. Wentz Mortgagee in part payment of the Mortgage claim of $1,785.23 and debt and interest which appears by the Statement of Mortgage claim herewith filed, which balance on the date of the ratification of sale

(September 27th 1898) Filed Dep said Mortgage Claim In the extent of Nine Hundred and Ninety six 50/100 dollars,
All of which is respectfully submitted.
1898, November 25th Jno. J. Baumgartner Auditor.
The Mortgaged Real Estate of John N. Barnes and wife
In Accounts with Oliver B. Wentz assignee &c,

Debtor.

1898, August 23rd By Sale of the Mortgaged Real Estate, this year by the Assignee &c, to Oliver B. Wentz, as appears by his report filed in this Cause August 25th 1898, amounting to the sum of $1000.00

Credit.

To the Assignee &c, for his Commissions, $58.00
To the Assignee &c, to pay Vandeford Bro. for printing, &c. per Voucher No. 1 filed, 15.25
To the Assignee &c, to pay Albert Crawford for auctioneering &c. per Voucher No 2 filed. 5.00
To the Assignee &c, to pay Eby, Bucher, Coller. Taxes for 1898. per Voucher No 3 filed 14.37
To the Assignee &c, to pay Yeagley & Roberts Sols. for professional services rendered per Voucher No 4 filed 20.00
Costs as taxed by the Clerk,
To Yeagley & Roberts. Solicitors, appearance fee. 10.00
To Jos. H. Billingslea. Clerk, 18.05
To publication the Order nisi &c on this account, 1.50
To Prof. J. Baumgartner, Auditor, Making Statement of Mortgage Claim, Stating this Account &c, 9.00
151.07

Amounts of Expenses,

To Thos. Wentz wife of Oliver B. Wentz. Mortgagee the whole balance of purchase money Debt $848.93 in part-payment of her Mortgage Claim of $1788.73 debt and interest which appears by the Statement of Mortgage Claim herewith filed, which balance on September 27th 1898, the date of the ratification of sale said Dep said Mortgage Claim in the extent of the sum of $936.80

848.93

Amounts of Sale,

Order nisi on Auditor,

1000.00

No 3652 Equity.
In the Circuit Court
For Carroll County.
Ordered this 25th day of November A.D. 1898, that the Account of the Auditor filed in this Cause, be finally ratified and

Oliver B. Wentz Assignee of Mortgagee Plaintiff
vs
John N. Barnes and Elizabeth A. Barnes his wife Mortgagors Defendants

confirmed unless cause to the contrary thereof be shown on or before the 12th day of December next; provided a copy of this Order be inserted for two successive weeks before the last named day, in some newspaper published in Carroll County.

Jas. H. Billingslea, Clerk

Printer's Certificate,

Westminster Md. Dec. 13th 1898.

We hereby certify that the annexed Order Nisi was published for two successive weeks prior to the 12 day of December 1898, in The Democratic Advocate, a newspaper published in Carroll County, Md.

Vandiford Bros. Editors and Publishers.

Order ratifying Audit,

Ordered this 13th day of December 1898, that the aforegoing Account of the Auditor, be and the same is hereby finally ratified and confirmed no cause to the Contrary thereof having been shown, although due notice appears to have been given in compliance with the preceding order nisi. And the Assignee of Mortgagee is directed to pay out accordingly.

Charles B. Roberts,

Recorded & Ex'd

per Jas. H. Billingslea, Clerk,

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the City of Westminster, in Carroll County in the State of Maryland on the first Monday of November, (it being the 7th day of the same Month) in the year of our Lord, One thousand eight hundred and ninety eight.

Were Present.

The Hon. Charles B. Roberts. Chief Judge,

Ephraim Hanes, Esq. Sheriff.

Jas. H. Billingslea. Clerk,

Among other were the following proceedings Viz:

Be it remembered that heretofore Viz: on the 12 day of August A.D. 1898. Mary Elizabeth Keefer by her attorney. George L. Stonesdale Esq. her Attorney, Came here into Court, and filed in the Court of Equity, and files her Bill of Complaint, which appears in form and words as follows Viz:

Mary Elizabeth Keefer
Plaintiff
vs
John P. Yingling and Jennie Yingling his wife, Francis E. Yingling and Estella Yingling his wife, Theodore P. Yingling and Amanda Yingling his wife and Jacob Bowersox Adder defendants

To the Circuit Court for Carroll County,
In Equity,
To the Circuit Court for Carroll County in Equity,
To the Honorable the Judges of said Court,

The Bill of Complaint of Mary Elizabeth Keefer of Carroll County in the State of Maryland, humbly complaining respectfully shows unto Your Honorable Court,

1st That heretofore Viz: On or about the — day of — in the year eighteen hundred and — a certain Nancy Yingling departed this life intestate, in Carroll County in the State of Maryland, 2nd That the said Intestate at the time of her death, left surviving her, a husband, a certain Sylvester Yingling, and who departed this life intestate in Carroll County in the State of Maryland on or about the 27 day of July, in the year eighteen hundred and ninety eight.

3rd That the said Intestate also left surviving her the following named daughter and sons Viz:

"A." Your Orator Mary Elizabeth, who intermarried with Tobias Keefer late of Carroll County Maryland deceased,

"B." A Son, John P. Yingling who intermarried with Jennie Yingling his wife,

"C." A Son, Francis E. Yingling who intermarried with Estella Yingling his wife,

"D." And a Son, Theodore P. Yingling who intermarried with Amanda Yingling his wife,

4th That the said surviving Children of the said Intestate all are

above the age of twenty one years, and all reside in Cannon County, except the said John O. Gingling and Jennie Gingling his wife and Francis O. Gingling and Estella Gingling his wife who reside in the City of Baltimore State of Maryland.

5th That the said intestate at the time of her death was seized and possessed of a small tract or parcel of land, with the improvements thereon situate in Carroll County in the State of Maryland, and containing about 4 acres, and 33 sq perches of land more or less, and of about the value of $600.00 which land and premises is the same which was granted and conveyed by Jacob Haines and wife to the said Nancy Gingling by deed bearing date on the 26th day of July A.D. 1862, as appears by a certified copy thereof, filed herewith, marked Exhibit A, Recorded in Liber J. E. No. 57 folio 340 &c.

6th That the Real Estate aforesaid of which said intestate died seized and possessed descended to and vested in the aforesaid named children and only heirs at law of said intestate as aforesaid in Computation, share and share alike.

7th That said real estate is not susceptible of partition among said surviving children, and cannot be divided without great loss and injury to the parties interested therein, nor that it would be to the interest of all parties interested therein, that the same should be sold by a decree of your Honorable Court, and the proceeds from the sale of said premises should be divided amongst all of them according to the interest and rights of all parties entitled thereto.

8th Your Orator further shows and charges that it appears from the Magistrate Judgment Records of the Clerk of the Circuit Court for Carroll County, Maryland, that a certain Jacob Reinhart of Carroll County Maryland, has a judgment against Francis O. Gingling for Carroll County for the sum of $60.95 cts, with interest from the date of said judgment to wit: April 4th 1896, and costs thereon, and that said judgment lien against said Francis O. Gingling as aforesaid is an incumbrance upon the real estate of which said Gingling inherited from his said Mother, said intestate as aforesaid, and your Orator therefore prays that the said Jacob Reinhart may be required to come and answer the premises and the cause of complaint and show cause if any he has why a decree ought not to be passed, as herein before prayed, and the property sold free clear of said incumbrance from the operation of said judgment as aforesaid against the said Francis O. Gingling and said judgment a lien as aforesaid be paid out of the proportion of the proceeds of said sale to which the said Francis O. Gingling may be entitled to thereof. To the end therefore that the said Defendants may answer the premises and that the aforesaid real estate may be sold under the authority and decree of your Honorable Court and that your Orator may have such further and other relief as her case may require. May it please your Honorable Court to grant unto your Orator the Writ of Subpoena of the State of Maryland against the said John O. Gingling and Jennie Gingling his wife and Francis O. Gingling and Estella Gingling his wife of Baltimore City in the State of Maryland and Theodore O. Gingling and Alexanda Gingling his wife and

Jacob Linehart of Carroll County in the State of Maryland, commanding him and each of them to appear in this Court, at some certain day, to be named therein, to answer the premises and abide by and perform such decree as may be passed therein. Which as in duty bound she will ever pray &c,

1898 August 12th.

George L. Stockdale,
Solicitor for Plaintiff.

Exhibit A, Is a Copy of a deed from Jacob Stamen wife to Nancy Gingling dated July 26 1864. and recorded among the Land Records of Carroll County in Liber G.E.G. No 27 folio 340 &c,

Answer of Jacob Linehart

Mary Elizabeth Keefer
Plaintiff
against
John C. Gingling et al
Defendants.

In the Circuit Court for Carroll County.
In Equity.
No 3660 Equity.

To the Honorable the Judges of the Circuit Court for Carroll County sitting as a Court of Equity.

The separate answer of Jacob Linehart to the Bill of Complaint of Mary Elizabeth Keefer against this respondent and others, in the above entitled Cause, answering thereto respectfully says:

1st That he admits the matters and things charged in the Bill of Complaint in this Cause to be true as therein charged to the best of his knowledge and belief. and in so far as he is informed.

2nd Further answering thereto states that he has a Judgment against Francis C. Gingling of Carroll County, said Judgment bearing date on the 4th day of April 1896, for the sum of sixty dollars, and interest and costs with the interest thereon, and costs of suit and according, and that the said Judgment is a lien on all the rights and interests of the said Francis C. Gingling in the real estate of which he is entitled to from his Mother's Estate, the said Nancy Gingling late of Carroll County Maryland deceased, as aforesaid as more fully appears by a Certified Copy thereof herewith filed marked J.L. and prayed to be considered as a part hereof.

3rd This respondent further answering says; that he hereby consents that the real estate of which is prayed to be sold by a decree of your Honorable Court; in the Bill of Complaint in this Cause free and clear of this said Judgment lien, may be sold as therein prayed, and he hereby consents to take in lieu thereof such sums as he may be entitled to from and out of the proportion to which the said Francis C. Gingling will be entitled to therein, and hereby consents that his said lien may be distributed to him out of the share or proportion of the said Francis C. Gingling by the Auditor of your Honorable Court.

Having fully answered all such matters and things as charged in the Bill of Complainant hereby prays to be hence discharged with his reasonable costs sustained herein &c,

1898 August 15th

Jacob Linehart
Respondent and Defendant

Exhibit J.R. Is a certified Copy of a Judgment of Sr Court rendered against Francis B. Yingling dated April 4th 1896. for the sum of $60.95 with interest from date & 1½ Costs. which is recorded among the Magistrate Judgment Records of Carroll County in Liber B.P.C. No 3 folio 91 &c

Answer of John P. Yingling & wife

Mary Elizabeth Keifer Pltff

vs

John P. Yingling et al Defts

No 3660 Eq'ty

In the Circuit Court for Carroll County

Sitting in Eq'ty.

The joint and several answer of John P. Yingling and Mary E. Yingling his wife who is named Jennie Yingling in the Bill of Complaint, defendants in the above entitled cause, to the Bill of Complaint exhibited herein and others, in the above entitled cause exhibited, respectfully shows, that they admit the matters and things set forth in said Bill of Complaint, and agree to the passage of such Decree as may be proper and right. And as in duty bound,

Witness

E. E. Robinson

John P. Yingling.

Mary E. Yingling.

Answer of Theodore P. Yingling & wife

Mary Elizabeth Keifer

vs

John P. Yingling et al

No 3660 Eq'ty

In the Circuit Court for Carroll County

Sitting in Eq'ty.

We the undersigned defendants in the above entitled cause, do hereby admit the matters and things in the Bill of Complaint in the above entitled cause, and do consent and agree to the passage of such decree for the sale of the Real Estate mentioned in the above entitled cause as may be proper and right.

Witness

F. Wesley Reggs.

Theodore P. Yingling

Amanda Yingling

Answer of Francis B. Yingling & wife

Mary Elizabeth Keifer

vs

John P. Yingling et al

No 3660 Eq'ty.

In the Circuit Court for Carroll County

Sitting in Eq'ty.

The joint and several answers of Francis B. Yingling and Estella Yingling his wife defendants in the above entitled cause, to the Bill of Complaint exhibited, respectfully shows,

That they admit the matters and things set forth in the Bill of Complaint in said cause, and agree to the passage of a decree for the sale of the Real Estate therein mentioned.

And as in duty bound &c

Witness

Harry C. Tracy.

Francis B. Yingling

Estella Yingling

Agreement &c

Mary Elizabeth Keifer vs John P. Yingling et al } No 3660 Eq'ty. In the Circuit Court for Carroll County. Sitting in Eq'ty.

It is hereby agreed that the above entitled cause be submitted for immediate decree,

Solicitor for Plaintiff George L. Stockbridge.
Michael E. Walsh. Solicitor for Defendants

1895 Sept. 9:

Decree,

Mary Elizabeth Keifer
Plaintiff

vs

John C. Wingfield et al
Defendants

In the Circuit Court for Harford County,
Sitting as a Court of Equity,
No 3660 Equity.

The above cause standing ready for hearing and having been submitted without argument - the Bill taken as confessed, and all the proceedings read and considered. It is thereupon this 9th day of September in the year eighteen hundred and ninety eight by the Circuit Court for Harford County, sitting as a Court of Equity, adjudged, ordered and decreed that the Real Estate mentioned in this Cause, be sold and George L. Stockbridge and Michael E. Walsh, Esqrs. of Harford County Maryland, be and they are hereby appointed Trustees to make sale thereof, that the cause and manner of their proceedings shall be as follows. They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court or by the Clerk thereof in the penalty of twelve hundred dollars, conditioned for the faithful performance of the trust reposed in them by this decree or that may be reposed in them by any further decree or order in the premises they shall then proceed to make the said sale, having given at least three weeks notice by advertisement inserted in some newspaper published in Harford County, and by such other mode as they may think proper, of the time, place and terms of sale, which shall be as follows, to wit: One third part of the purchase money shall be paid by the purchaser or purchasers to the Trustee on the day of sale or when the sale is ratified by this Court, and the residue shall be paid in two equal payments, the one to be paid in one year and the other in two years from the day of sale, with interest and to be secured by the notes of the purchaser or purchasers, with security to be approved of by the Trustees. And as soon as may be convenient after any such sale the said Trustees shall report to this Court a full and particular account of their proceedings relative to such sale with an affidavit annexed of the truth thereof, and of the amount of said sale, and of returning the Court ratification of the sale, and of the payment of the whole purchase money (and not before) the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded according to law convey to the purchaser or purchasers, his her or their heirs the property and estate thereby sold, or so much thereof, clear and discharged from all claim of the parties hereto Complainant and Defendants and those claiming by from or under them or either of them, and the said Trustees shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after-

deducting the costs of this suit, the expenses of said sale and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their Trust. Charles B. Roberts.

Trustees Bond.

Know all men by these presents, that we George L. Stockdale, Michael E. Walsh, Michael Walsh & John T. Basler, of Carroll County, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of twelve hundred dollars, current money, to be paid to the said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, and each of our heirs executors and administrators, jointly and severally firmly by these presents, sealed with our seals and dated this 10th day of September, in the year of our Lord, One thousand eight hundred and ninety eight. Whereas by a Decree of the Circuit Court for Carroll County, as a Court of Equity, bearing date the Ninth day of September in the year eighteen hundred and ninety eight, duly passed in a Cause in the said Court, wherein Mary Elizabeth Kiser is Complainant and John P. Gunnigle et als are Defendants, the above bound George L. Stockdale & Michael E. Walsh was appointed Trustees to make sale of certain Real Estate in the proceedings in said Cause mentioned. Now the condition of the above obligation is such that if the above bound George L. Stockdale and Michael E. Walsh do and shall well and faithfully perform the trust reposed in him by said Decree, or that may be reposed in him by any further Decree or order of said Court in the premises, that the above obligation to be void and of no effect, otherwise to remain in full force and virtue in Law.

Signed Sealed and Delivered in the presence of John M. Gunnigle. To the Clerk of the Circuit Court for Carroll County.

George L. Stockdale [L.S.]
Michael E. Walsh [L.S.]
Michael Walsh [L.S.]
John T. Basler [L.S.]

I hereby certify that the securities in the above Bond are ample sufficient for the penalty therein expressed.

George L. Stockdale. Solicitor for Complainant.

1898 Sept 13th The within Bond is hereby approved.

Test: Jas. H. Billingslea. Clerk.

Report of Sale.

Mary Elizabeth Kiser
Plaintiff.
vs
John P. Gunnigle et als
Defendants.

In the Circuit Court for Carroll County in Equity.
No 3660 Equity.
To the Honorable the Judges of the Circuit Court for Carroll County.

The report of George L. Stockdale and Michael E. Walsh Trustees, appointed by the decree in the above cause, respectfully show, that after giving bond with security for the faithful discharge of the trust, and giving twenty one days notice of the time place manner and terms of sale by advertisement in The Democratic Advocate a paper printed in Carroll County, and by handbills extensively circulated throughout said County, they did pursuant to said notice attend the place of sale, on the thirteenth day of October, in the year eighteen hundred and ninety eight, at 2 Oclock P.M. and then and there proceed to sell the property mentioned in said proceedings, and authorized by said decree viz: All that parcel of land called "The Resurvey on Goodhaven" situate lying and being in Uniontown District in the State of Maryland containing fourty four acres and thirty three (33) square perches of land more or less, and being the same land which is fully described in the certified copy of the deed filed in this cause marked Exhibit A. and which is more fully described therein by which reference is hereby made thereto, And then and there, at the time and place aforesaid did and your Trustees in these proceedings mentioned & hereby declare, he being then and there the highest bidder therefor, for and for the sum of Seven hundred dollars, and said purchaser has complied with the terms of sale, by executing to your Trustees his obligation of purchase, and by them made payable to your Trustees that he would pay the full cash purchase money for said property upon the ratification of sale by your Honorable Court, as by reference to which is respectfully submitted.

George L. Stockdale
Michael E. Walsh Trustees.

State of Maryland, Carroll County Court:

On this 14th day of October eighteen hundred and ninety eight personally appeared before me a Justice of the Peace of the State of Maryland in and for Carroll County, George L. Stockdale and Michael E. Walsh Trustees named in the above report of sale and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of their knowledge and belief, and that the sale was bona fide and fairly made.

Sworn to before John M. Yingling, Justice of the Peace.

Order Nisi to be on Sale

No. 3660 Eq. Docket.

Mary Elizabeth Kiser
Plaintiff.
vs.
John M. Yingling and
Defts

Ordered this 14th day of October A.D. 1898, that the sale of the property mentioned in these proceedings and described in Exhibit Marked A. filed in this Cause, made and reported by George L. Stockdale and Michael E. Walsh Trustees by Order of this Court, be ratified and confirmed, unless Cause to the contrary thereof be shown on or before the 21st day of December

next. Provided a copy of this Order be inserted in some newspaper printed in Carroll County, once in each of three successive weeks before the 14th day of November next. The report states the amount of sales to be $4700.

Jas. H. Billingslea, Clerk,

Printers Certificate

Westminster Md. November 22nd 1898.

We hereby certify that the annexed Order was published once a week for three successive weeks prior to the 14th day of November 1898, in the Democratic Advocate a newspaper published in Carroll County Md.

Saunderson Bros. Editors and Publishers.

Order ratifying Sale.

Mary Elizabeth Keefer Plaintiff
John B. Yingling et als Defendants
} No 3660 Equity
In the Circuit Court for Carroll County.
November Term 1898.

Ordered by the Court, this 22nd day of November 1898, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally ratified and confirmed, unless cause to the contrary thereof be shown, on or before the 14th day of December next; provided a copy of this order be inserted in some newspaper printed in Carroll County, once in each of three successive weeks before the 14th day of November next. The report states the amount of sales to be $4700.

Jas. Revell,

Auditor.

Mary Elizabeth Keefer Plaintiff
John B. Yingling et al Defendants
} No 3660 Equity
In the Circuit Court for Carroll County, in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court, passed in this cause he examined the papers filed in the Cause, and thereupon stated the within Account as follows,

Claim against the estate of Francis B. Yingling a son of Intestate, which is herewith filed, He then charged the Trustees with all the purchase money or Trust Funds in their hands, and thereon allowed them their Commissions and expenses. And all costs incident to the Sale allowed. The balance of purchase money, or Trust Fund $2574.25 he distributed among the children, heirs at law of said Nancy Yingling deceased Intestate, The distributive share of Francis B. Yingling a son of Intestate, the Auditor carried below and distributed the whole thereof, viz: $643.68½ to Dr Jacob Bomhart in part payment of his aforesaid Judgment claim of $723.42 debt interest and costs, which appears by the Statement

of Judgment Claim against the interest of Frances L. Quigley a son of Intestate" here
with filed, which distributive share, on the date of this Account (December 1st 1898)
Judge to pay said Magistrate Judgment Claim to the extent of eight 73½/100 dollars.
All of which is respectfully submitted.

1898. December 1st. Jno. J. Baumgartner Auditor.

The Real Estate of Nancy Quigley dec'd. Intestate.

In Account with George L. Stockdale & Michael E. Walsh, Trustees.

Debtor.

1898. October 13th. By Sale of Real Estate then Made by the Trustees, to Amos Pitzer as appears by their Report filed in this Cause October 1st 1898. Consideration to the sum of.		$400. 00
Credit.		
To the Trustees for their Commissions	$	27. 00
To the Trustees to pay Vandeford Bro. for printing - per Voucher No 1 filed.		10. 75
To the Trustees to pay John H. Quigley for Advertising Sale per Voucher No 2 filed.		5. 00
To the Trustees to pay J. Neely Boggs, Clk. Taxes for 1898. per Voucher No 3 filed.		1. 60
To the Trustees to pay Michael E. Walsh. Amount paid for Revenue Stamps. on Deed per Voucher No 4 filed.		.50
To the Trustees to pay George L. Stockdale Solicitor for profes- sional services rendered per Voucher No 5 filed.		35. 00
Costs as taxed by the Clerk.		
To George L. Stockdale Solicitor Appearance Fee,		10. 00
To Jas H. Billingslea Clerk,		27. 35
To Ephraim Hendrix Sheriff Carroll County,		1. 35
To Edward N. Hoffman Sheriff Baltimore County,		1. 30
Defendants Costs.		
To Michael E. Walsh, Solicitor Appearance Fee,		10. 00
To Jas H. Billingslea. Clerk,		.50
To Publication Order Nisi on this Account.		1. 50
To Jno. J. Baumgartner Auditor. Examination of Papers, Making Statement of Judgment Claims, against the interest of Frances L. Quigley a son of Intestate, stating this Account &c,		13. 50
Amount of Expenses.	$	145. 35
Balance for distribution		254. 75
Amount of Trust Fund.	$	400. 00

Balance for distribution brought forward $ 254. 75

and distributed among the children heirs at law of Nancy Quigley
deceased Intestate as follows to wit:

To Mary Elizabeth Kiefer widow of Tobias Kiefer deceased a daughter. heir at law of Intestate	1/4	$	63.	68¾	
To John P. Gongling a son. heir at law of Intestate	1/4		63.	68¾	
To Theodore C. Gongling a son. heir at law of Intestate	1/4		63.	68¾	
The distributive share of Francis C. Gongling a son, heir at law of Intestate comes to be distributed	1/4		63.	68¾	xxx xx
		$	254.	75	254. 75
The distributive share of Francis C. Gongling as above brought forward.					$ 63. 68¾

and distributed as follows,

To Jacob Reinhart the whole of said distributive share in part payment of his Magistrate Judgment claim of $72.42 debt interest and costs, which appears by the statement of said Judgment claim against the estate of Francis C. Gongling a son of Intestate, herewith filed. which distributive share on the date of this account. (December 1st 1898) fails to pay said Magistrate Judgment claim to the extent of $8.73¼ thereof.

	63	68¾ xx xx
	63	68¾ 63. 68¾

Order nisi on Audit.

Mary Elizabeth Kiefer Plaintiff
vs
John P. Gongling et al Defendants. } No 3660 Equity.

In the Circuit Court for Carroll County.

Ordered this 1st day of December A.D. 1898, that the account of the Auditor filed in this Cause, be finally ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 19th day of December inst: provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.

Jas. H. Billingslea, Clerk.

Order ratifying Audit.

Ordered this 21st day of December A.D. 1898 by the Circuit Court for Carroll County, sitting as a Court of Equity, that the account of the Auditor filed in the above entitled Cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given in conformity with the preceding order nisi. The Trustees are hereby authorized to pay over the said funds in accordance with above Audit,

Charles B. Roberts,

Recorded Per Jas. H. Billingslea. Clerk,

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the first Monday of November (it being the 7th day of the same Month) in the year of our Lord one thousand eight hundred and ninety eight.

Were Present,

Angelo B. Roberts. Chief Judge.

Ephraim Keyser, Esq. Sheriff.

Jas. H. Billingslea, Clerk.

Among other Were the following Proceedings Viz:

Be it remembered that heretofore Viz: On the 17 day of February A.D. 1897. Frank A. Echemode et al. by their Attorneys Reifsnider & Reifsnider. Come here into Court, sitting as a Court of Equity, and file their Bill of Complaint, which appears in Form Following as follows Viz:

Frank A. Echemode and Alberta B. Echemode his wife, John E. Echemode and Annie M. Echemode his wife, Frederick M. Echemode and Mary Echemode his wife, Edward Echemode and Barbara E. Echemode his wife, George E. Echemode and Elizabeth Echemode his wife

Plaintiffs.

vs.

Rebecca Echemode widow of Joseph Echemode late of Carroll County Maryland deceased Mary A. Schaeffer and Harry A. Schaeffer her husband Emma F. Steffey and John M. Steffey her husband Solomon Stephen and Ferdinand D. Schaeffer

Defendants

No 3522 Equity.

In the Circuit Court for Carroll County.

Sitting as a Court of Equity

To the Honorable the Judges of said Court.

Your Orators and Oratrices humbly complaining respectfully shew unto your Honorable Court

First: That heretofore, Viz: in the fall of the year eighteen hundred and fifty seven, a certain Joseph Echemode departed this life in Carroll County in the State of Maryland aforesaid having made and executed a last Will and Testament, to which was duly admitted to probate by the Orphans Court of Carroll County, as appears by a certified Copy thereof hereto filed as part of this Bill of Complaint and Marked Exhibit A.

Second. That by said Will among other provisions the said Testator devised as follows

Item First. I give and bequeath to my beloved wife Rebecca during her natural life, all my Property Real and Personal to have and to hold for her said use, and the use of my Single Children, Item 2nd I give after the death of my Wife that the Real

Estate and all my personal property then remaining shall be sold and equally divided share and share alike between my seven children to wit: To my five sons, Francis A. John E. Edward J. Frederick H. and George E. Echenrode, and my two daughters Mary Louise and Emma Jane Rebecca Echenrode, as appears by said Exhibit A.

Third. That said Testator at the time of his death left the following children being those mentioned in said Exhibit A) to wit: Francis A. Echenrode who is now married and whose wife's name is Alverta B. John E. Echenrode who is now married and whose wife's name is Annie E. Edward J. Echenrode who is now married and whose wife's name is Barbara Frederick H. Echenrode who is now married and whose wife's name is Mary. George E. Echenrode who is now married and whose wife's name is Elizabeth Mary Schaeffer who is now married and whose husband's name is Henry H. Schaeffer, and Emma Jane Rebecca who is now married and whose husband's name is Joseph Shepherd. also a widow whose name is Rebecca Echenrode, all of whom are adults above the age of twenty one years, and all reside in Cecil County, in the State of Maryland, Fourth. That the said Joseph Echenrode died seized of two separate parcels of land situate lying and being in Cecil County in the State of Maryland, containing in whole One hundred sixteen acres more or less which are described in Exhibit A of the deeds for said parcels, and the said Joseph Echenrode left a will duly executed and marked Exhibit B and C.

Fifth. That it would be to the interest and advantage of all the parties concerned that the aforesaid land should be sold, under a decree of this Honorable Court, and the proceeds arising from the sale thereof be invested under the direction of this Court, in accordance with the provisions of the said will and Testament of the said Joseph Echenrode deceased.

Sixth. That Frederick H. Echenrode, with Mary Echenrode his wife executed a Mortgage to a certain Noah Schaeffer, upon his interest under the will of his said Father, which bears date November 1st A.D. 1889, and duly recorded among the Real Estate Mortgage Records of Cecil County in Liber B. H. C. No 28 folio 174 &c, and which was duly assigned on the 30th day of July A.D. 1896, to a certain Solomon Shepherd of Cecil County aforesaid.

Seventh. That George E. Echenrode, with his wife joining therein, executed a Mortgage to a certain Charles E. Pink upon his interest under the will of his father which bears date December 19th A.D. 1889, and is recorded among the Real Estate Mortgage Records of Cecil County in Liber B. P. H. No 29 folio 17 &c, and which was duly assigned to a certain Frederick A. Schaeffer of the County and State aforesaid.

To the end therefore (1) That the said Rebecca Echenrode widow of Joseph Echenrode, late of Cecil County in the State of Maryland, deceased Solomon Shepherd and Frederick A. Schaeffer may be required to answer. (2) That a decree may be passed for the sale of the aforesaid real estate, and the proceeds arising therefrom be invested under the direction of this Court, (3) That your Orator

and Orators may have all such other and further relief as their case may require.
May it please your Honorable Court to grant unto your Orators said Subpoenas
the Writs of Subpoena of the State of Maryland, directed to the said Rebecca
Echenrode, Widow of Joseph Echenrode deceased, Mary E. Echenrode Harry
K. Shaeffer her Husband, Emma A. Steffey and John M. Steffey her Husband,
Solomon Shepherd, and Edward L. Shaeffer, adults, all of Carroll County,
in the State of Maryland, commanding them and each of them, duly and
openly before the Judge or by Solicitor in this Court, on some certain day
to be therein named, to show cause, if any they have why a decree ought
not to be passed as prayed.
And as in duty bound will ever pray.
Chas. T. Reifsnider
Chas. T. Reifsnider Jr.
Solicitors for Complainants

Rebecca A. Echenrode
Alverda E. Echenrode
John E. Echenrode
Annie L. Echenrode
Ed Echenrode,
Barbara Echenrode
Mary E. Echenrode
Bettie V. Echenrode,

Exhibit A.

In the name of God, Amen. I Joseph Echenrode, of Carroll County
in the State of Maryland, being sick and weak in body, but of sound and dis-
posing mind memory and understanding. Considering the certainty
of death, and the uncertainty of the time thereof, and being desirous
to settle my worldly affairs, and thereby be the better prepared
to leave this world, when it shall please Almighty God to call
me hence, do therefore make and publish this my last will
and testament in manner and form following that is to say.
First and principally. I commit my soul into the hands of
Almighty God. And my body to the Earth. To be decently buried
at the discretion of my Executor hereinafter named and
after my debts and funeral charges are paid. I devise and be-
queath as follows.
Item 1st. I give and bequeath to my beloved wife Rebecca
during her natural life, all my goods, and personal
estate and to hold to her said use, and the support of my
two youngest children. Item 2nd I devise after the death of my
wife that the Real Estate and all the personal property then re-
maining shall be sold and equally divided share and share
alike amongst my seven children, to wit. To my five sons
Francis A. John E. Edward J. Frederick Jr. and George E. Echenrode.
and my two daughters. Mary Susan and Emma Jane Rebecca
Echenrode. And lastly, I do hereby constitute and appoint my
wife Rebecca and Wilson Francis A. Echenrode, Executors of this
my last will and testament. revoking and annulling all former
wills by me made. ratifying and confirming this and none

other to be my last will and testament. In testimony whereof. I have to set my hand and affix my seal. this eleventh day of March. Eighteen hundred and sixty eight.

Joseph Echenrode. Seal

Signed. Sealed. published and declared by Joseph Echenrode the above named Testator. as and for his last will and Testament. who at his request. in his presence and in the presence of each other. have subscribed our names as witnesses thereto.

Azariah Cansler.
Joseph A. Hess
Milton Chew.

Maryland Cecil County Sct:

On the 28th day of September 1868, before the Orphans Court of Cecil County. came Rebecca Echenrode, the person who exhibited the foregoing instruments of writing and in open Court, made oath on the Holy Evangelist of Almighty God, that the same is the true and whole last Will and Testament of Joseph Echenrode, late of Cecil County deceased that she knows it since the Testators death among his papers and that she does not know of any other will or Codicil of the said deceased.

Test; Jos. M. Parke
Register of Wills

Maryland, Cecil County, Sct:

On the 28th day of September 1868 before the Orphans Court came Azariah Cansler, Joseph A. Hess, and Milton Chew the subscribing witnesses to the foregoing last Will and Testament, of Joseph Echenrode, late of Cecil County deceased, and on open Court, made oath on the Holy Evangelist of Almighty God that they did see Joseph Echenrode the testator sign seal published pronounce and declare the same to be his last Will and Testament; that at the time of so doing he the said Joseph Echenrode, was to the best of their apprehension knowledge and belief of sound and disposing mind memory and understanding, and that they subscribed their respective names as witnesses thereto and did all at the request of the said Testator in his presence, and in the presence of each other.

Test. Jos. M. Parke,
Register of Wills.

State of Maryland Cecil County Sct:

I hereby certify that the aforegoing is a true copy taken from the original filed and remaining of record in the Office of the Register of Wills for Cecil County.

In testimony whereof I hereunto subscribe my name and affix the Seal of my office this 29th day of January 1897.

Seal
Seal.

Jos. M. Parke
Register of Wills for Cecil County.

Exhibit B. Is a Copy of a Deed from Jesse Shaffer et ux to Joseph Echemode dated August 2nd 1851. as recorded in Liber J.B.B. No 12 folio 346 &c one of the Land Records of Carroll County.

Exhibit C. Is a Copy of a Deed from Singleton Haines et ux to Joseph Echemode dated June 11th 1863. as recorded in Liber B.F.C. No 84 folio — one of the Land Records of Carroll County.

Separate Answer of Rebecca Echemode Widow &c.

Frank A. Echemode administrator
Plaintiff
vs
Rebecca Echemode administratrix
Defendants

No 3522 Equity
In the Circuit Court for Carroll County.
Sitting as a Court of Equity.
To the Honorable the Judges of said Court

The separate Answer of Rebecca Echemode widow of Joseph Echemode late of Carroll County in the State of Maryland deceased. To the Bill of Complaint of Frank A. Echemode against her and others in the above entitled cause exhibited answering says: First, That she admits the several matters and things in Plaintiffs Bill to be correct and true as therein set forth, and hereby consents to the immediate passage of a decree for the sale of the Real Estate in the proceedings mentioned as prayed. And this Respondent prays to be dismissed, and as in duty bound will ever pray.

Witness
Edwin J. Lawyer.

Rebecca her X mark Echemode
widow of Joseph Echemode late of Carroll County
in the State of Maryland, deceased Respondent.

Joint & Separate Answer of Wm. S. Schaffer et al.

Frank A. Echemode trae
vs
Rebecca Echemode administratrix

No 3523 Equity
In the Circuit Court for Carroll County.
In Equity.
To the Honorable the Judges of said Court.

The joint and separate answer of Wm. S. Schaffer, Sarah Jane K. Schaffer, his wife, Emma L. Steffey and John M. Steffey her husband, to the Bill of Complaint of Frank A. Echemode administratrix against them and others in the above entitled cause exhibited answering say: That they admit the several matters and things in the Plaintiffs Bill to be correct and true as therein set forth, and hereby consent to the immediate passage of a decree for the sale of the Real Estate in proceedings in said Cause mentioned as prayed.

And as in duty bound.

Jno. Milton Rodgers
Solicitor for Wm. S. Schaffer and Sarah Jane K. Schaffer his wife.
Emma L. Steffey and John M. Steffey her husband

Wm. S. Schaffer
Sarah K. Schaffer
Emma L. Steffey
John M. Steffey
Respondents.

Answers of Sarah Jane K. Schaffer.

Frank A. Echenrode and others, Plaintiffs
vs
Rebecca Echenrode widow and others Defendants.

No 3522 Equity.
In the Circuit Court for Carroll County, Sitting as a Court of Equity.
To the Honorable the Judges of said Court.
The separate answer of Rebecca E. Echenrode of Carroll County Maryland, to the Bill of Complaint of Frank A. Echenrode and others against him and others, in the above entitled cause exhibited, answering says: First: That he believes the matters and things in Plaintiffs Bill to be correct and true as therein set forth.
Second. That he consents to the immediate passage of a decree for the sale of the Real Estate in the proceedings mentioned as prayed, hereby reserving his right of lien upon the share or interest of George E. Echenrode and Elizabeth his wife in the proceeds of the sale thereof, for payment of his Mortgage claim thereon. And this respondent prays to be hence dismissed. And as in duty bound will ever pray &c.
Witness John H. Ditter.
Rebecca E. Echenrode.

Answer of Solomon Shepherd.
Frank A. Echenrode et al Plaintiffs
vs
Rebecca Echenrode widow and defendants.
In the Circuit Court for Carroll County Sitting as a Court of Equity.
No 3522 Equity.
To the Honorable the Judges of the Circuit Court for Carroll County, Sitting as a Court of Equity.
The separate answer of Solomon Shepherd of Carroll County in the State of Maryland, to the Bill of Complaint of Frank A. Echenrode and others against him and others in the above entitled cause exhibited, answering says: That he admits the Matters and facts stated in said Bill of Complaint to be true as therein set forth, and that he consents to the passage of an immediate decree for the sale of the Real Estate mentioned in said Bill of Complaint: thereby reserving his right of lien upon the share or interest of Rebecca E. Echenrode and Mary E. Echenrode his wife in the proceeds of sale of said Real Estate, in payment or part payment of his Mortgage lien or claim thereon. And prays to be hence dismissed with his reasonable costs in this cause incurred.
And as in duty bound he will ever pray &c.
Solomon Shepherd
Yellowley & Roberts Sols.

Decree.
Frank A. Echenrode et al Plaintiffs
vs
Rebecca Echenrode widow and Defendants
In the Circuit Court for Carroll County, Sitting as a Court of Equity.
No 3522 Equity.
The above cause standing ready for hearing and having been submitted on the Argument. The Bill Answers and all other proceedings were by the Court read and considered.
It is thereupon this 20 day of March in the year eighteen hundred

and ratified, by the Circuit Court for Carroll County sitting as a Court of Equity, adjudged decreed and ordered, that the Real Estate in the proceedings mentioned be sold, and that J. Milton Reifsnider and Charles T. Reifsnider of Carroll County Maryland, be and they are hereby appointed Trustees to make said sale, and that the manner of their proceedings shall be as follows, they shall first give bond to the Clerk of this Court, as required by the Code of Maryland, executed by themselves and sureties or sureties to be approved by this Court or by the Clerk thereof in the penalty of Eight Thousand dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be imposed in them by any subsequent order in the premises; they shall then proceed to make the said sale having given at least three weeks notice by advertisement inserted in some newspaper published in Carroll County and by such other mode as they shall think proper, of the time place and terms of sale which shall be as follows to wit. One third part of the purchase money shall be paid by the purchaser or purchasers to the Trustees on the day of sale or upon the ratification thereof by this Court, and the residue shall be paid in two equal payments, the one to be paid in one year and the other in two years from the day of sale, with interest and to be secured by the notes of the purchaser or purchasers with security to be approved of by the Trustees, or all cash upon the ratification of said sale by this Court, and as soon as may be convenient after any such sale or sales the said Trustees shall return to this Court a full and particular account of their proceedings relative thereto and sale; with an affidavit annexed, and shall retain the notes and the security of said sale, and on obtaining the Courts ratification of the sale and on the payment of the whole purchase money (and not before) the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser his her or their heirs, the property and estate to him her or them sold free clear and discharged from all claim of the parties hereto Plaintiffs and Defendants, and those claiming by from or under them or either of them, and the said Trustees shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit the expenses of said sale, and such Commission to the said Trustees as this Court shall think proper to allow in consideration of the skill attention and fidelity to be exercised by them, and for which they shall appear to have discharged their trust.

Charles B. Roberts,

Trustees Bond.

Know all men by these presents, That we Jno. Milton Reifsnider, Charles T. Reifsnider and Jno. L. Reifsnider of Carroll County in the State of Maryland, are held and firmly bound unto the State of Maryland in the just and full sum of eight thousand dollars, current money to be paid to the said State of Maryland, or its certain Attorney to which payment well and truly to be made and done, we bind our-

selves and each of us, our and each of your heirs executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this _ day of March in the year of our Lord, One thousand eight hundred and ninety ~~eight~~ seven. Whereas by a decree of the Circuit Court for Carroll County, as a Court of Equity, bearing date the twentieth day of March in the year eighteen hundred and ninety seven, and passed in a cause in the said Court, wherein Frank A. Echenrode and Rebecca Echenrode widow and als are Plaintiffs and Rebecca Echenrode widow and als are defendants, the above bound John Milton Reifsnider and Charles T. Reifsnider have been appointed Trustees to make sale of certain Real Estate in the proceedings in said Cause mentioned, Now the condition of this obligation is such that if the above bound John Milton Reifsnider and Charles T. Reifsnider do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any further decree or order of said Court in the premises, then the above obligation to be void and of no effect, otherwise to remain in full force and virtue in law.

Signed Sealed and delivered in the presence of R. J. Diffendall

Chas T. Reifsnider (L.S.)
John Milton Reifsnider (L.S.)
John L. Reifsnider (L.S.)

The above Bond approved this 23 day of March 1897.

Benj. B. Crouse, Clerk.

Trustees Report of Sale.

Frank A. Echenrode and
Plaintiffs
vs
Rebecca Echenrode widow and
Defendants

No 3522 Equity,
In the Circuit Court for Carroll County.
Sitting as a Court of Equity.

To the Honorable the Judges of said Court.

This the report of Sale made by Charles T. Reifsnider and John M. Reifsnider Trustees appointed by the decree passed in the above entitled cause, to sell the Real Estate therein decreed to be sold. Respectfully shew unto your Honorable Court,

First That having executed a Bond to the State of Maryland, for the faithful discharge of their Trust as by said decree required, they advertised the Real Estate decreed to be sold, once a week for more than three successive weeks previous to the day of sale, in The Democratic Advocate and The Democratic Advocate, newspapers published in Westminster Carroll County Maryland, and by printed handbills, posted up in the vicinity of the premises and elsewhere throughout said Neighborhood by which they gave notice of the time place manner and terms of sale, as by said decree prescribed, and also by advertisements gave notice that a survey and Plat of said Real Estate would be made previous to the day of sale, and the same would be sold according to said Plat. Second, That a Plat and survey of said Real Estate was made by a competent Surveyor, by which the quantity of said land

was ascertained to be nine& five acres and twenty seven square perches more or less, as appears by said Plat thereunto filed as part of this report, and marked Exhibit J. G. C. That in pursuance of said Notices they did attend on the premises on Tuesday the 7th day of September, A.D. 1897, at the hour of 2 Oclock P.M. whereat and whereon the same was advertised to be sold and then and there offered said Real Estate according to said Plat, for the quantity of about five acres, and twenty seven square perches of land more or less, on the terms of sale prescribed by the decree, at public sale to the highest bidder, the growing Corn thereon being excepted, and the highest bid received therefor was three thousand five hundred and forty dollars and twenty cents ($3,540.20) which they declined to accept, and did not then sell the same, Fourth. That on said day and after the offer at Public sale as aforesaid they sold the said Parcel of land at private sale to Frank A. Eckenrode and for the good price of four thousand dollars ($4000.00) and the said purchaser has paid the sum of five hundred dollars ($500.00) in cash on account of said purchase money, and has agreed to pay the residue thereof viz: Three thousand and five hundred dollars, in cash upon the ratification of said sale by your Honorable Court, All of which is respectfully submitted,

Thos. J. Keefauver
Jno. Milton Keefauver } Trustees

State of Maryland, Carroll County to wit,

I hereby certify that on this ninth day of September in the year eighteen hundred and ninety seven before me the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County aforesaid personally appeared Charles J. Keefauver and John Milton Keefauver the above named Trustees and each made oath on the Holy Evangels of Almighty God that the matters and things as to each of them set forth in the aforegoing report, and that the sale therein reported is truly stated both as to price and terms duly made to the best of their knowledge and belief. Sworn before

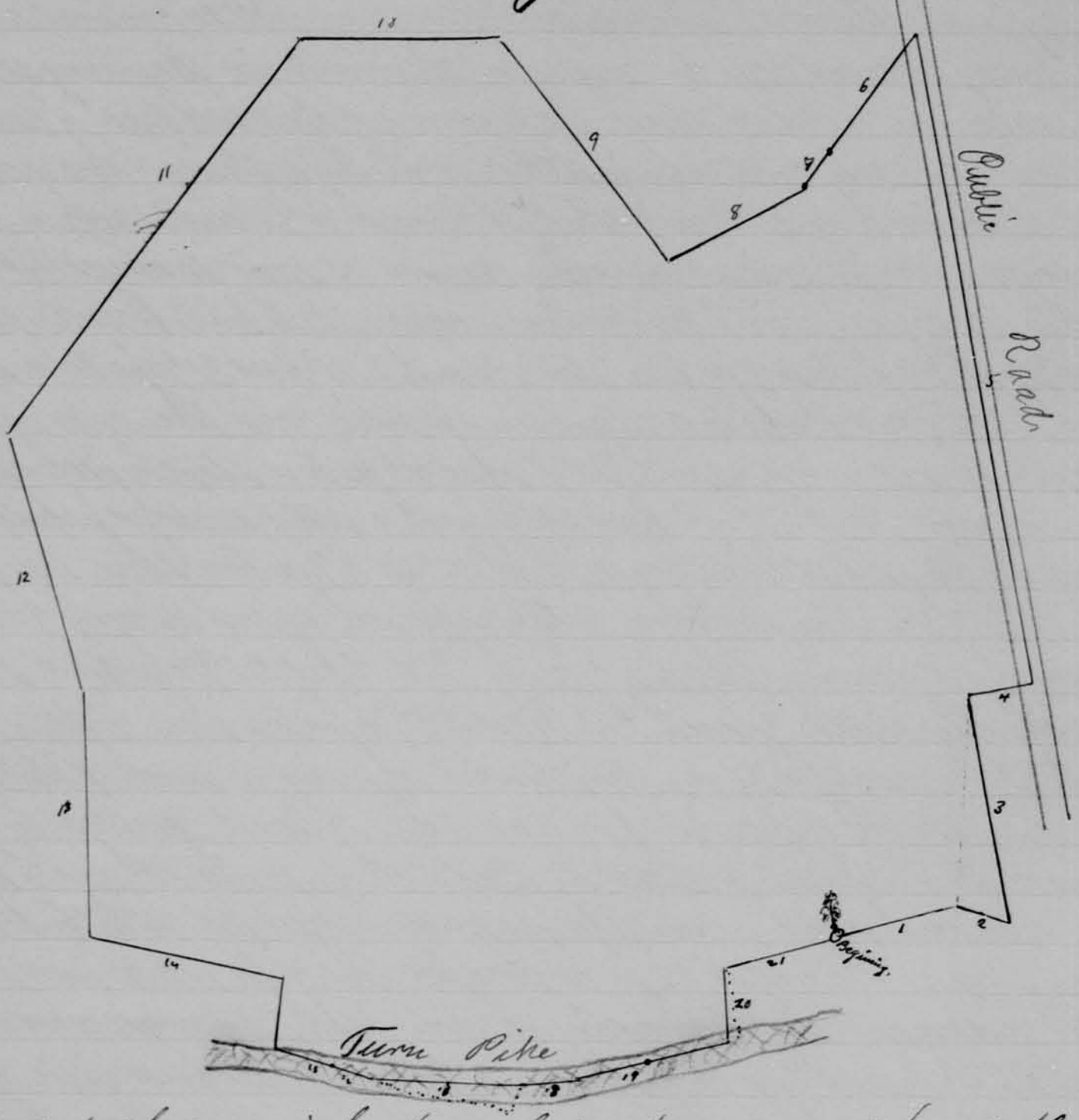
William H. Baer J.P.

Exhibit J.G.C.

I hereby certify that at the request of Charles J. Keefauver Esq. I have surveyed the following described Parcel of land, situated in Carroll County State of Maryland, being the Real Estate of Joseph Eckenrode late of Carroll County deceased, and is composed of Parts of Tracts of land called "Canaan" "Contagnes Beginning" "Rockester" "Ellis's Folly" "Bolsas Addition" and "Success" or by whatever other name or names the lands hereafter bounded may be known or called, being also the several contiguous parcels of land which were conveyed to the late

Joseph Belcher & Jesse Shafer & wife by deed bearing date on the 2nd day of August A.D. 1837, and Singleton Davis & wife by deed bearing date on the 11 day of April A.D. 1863, all of which parcels of land are now united into one survey, and are contained within the following metes and bounds, courses and distances to wit: Beginning at a large White oak tree, and a red oak stump, the beginning of the whole tract of land called Roberson's Beginning and running thence with the entries of 34½ acres of land, described in a deed from Butler & Brough to Michael Arthur, dated February 19 - 1814, the seven following courses as now surveyed with allowance to correspond, with their former location, North 66½° West 16¼ pes to a stone 2 North 29½° West 8 pes to a stone, 3 South 27¼° West 31 6/10 pes to a stone, 4 North 62¾° West 9 6/10 pes to a stone in a public road, thence on or near the middle of said road, 5 South 28¼° West 93 pes to a stone heretofore planted in said road, 6 North 75° 40' East 20 5/10 pes to a stone planted for [illegible] thence continuing the last stated course, North 75° 40' E. 7 pes to a stone, thence with three lines of division heretofore established and agreed upon by former owners of adjoining lands, 8 South 82½° East 20 4/10 pes to a stone heretofore planted, 9 South 2¼° West 39 5/10 pes to a stone heretofore planted 10 South 52¾ East 28 pes to a stone planted against a marked White Oak tree, standing on the upper line of 57½ acres of land conveyed by John Blizard to Michael Arthur, by deed dated on the 13th day of April 1815, thence with said grave line as now surveyed, North 74° 35' East 67 6/10 pes to a stone at the end of 53 pes on the upper line of the whole tract of land called "Banacre" thence leaving thence with allowance for variation 12 North 22¼° East 37 pes to a stone at the end of the upper line of the aforesaid conveyance from Singleton Davis & wife to Jos. Belcher, thence with 2 lines thereof as now surveyed with allowances to correspond with the former location of the same, 13 North 36¾° East 33 9/10 pes to a stone, 14 North 41¾° West 27 4/10 pes to a stone heretofore planted at the end of the 2nd line of the aforesaid conveyance from Madison Ebaugh to Michael Arthur, thence with the 2 courses thereof allowing for variation 15 North 45½° East 10 3/10 pes to a stone in the South west side of the Balto & Winchester Turnpike road, 16 North 37½° West 14 pes to a corner in said road, thence 17 North 50° West 21 1/10 pes to a corner in the middle of said Turnpike road near the end of the 4th line of 1½ acres of land conveyed by Richard Gorsuch to Michael Arthur, by deed dated on the 27th day of May A.D. 1815, thence severally with said 2 courses thereof allowing for variation 18 North 56° West 7¼ pes to a corner in the middle of said road, 19 N 63½° West 21 9/10 to a corner in the middle of said road, and at the end of the 2nd line of Jesse Bellinger's land, thence with and bounding thereon the 2 courses as above surveyed with allowance for variation 20 South 34° West 10 pes to a stone heretofore planted, 21 North 67¼° West 17¾ pes to the place of beginning containing 95 acres and 27 square perches of land more or less.

Surveyed Dec. 25th 1897,
Jno. F. Cassell,



By a Scale of 20 ps to one inch, Dotted lines represent small parcels of Eckenrode land covered by superior claims of other parties.

Order nisi ei in Sale,

Frank L. Eckenrode et al Plaintiffs
vs
Rebecca Eckenrode widow et als Defendants

No 3522 Equity.
In the Circuit Court for Carroll County, Sitting as a Court of Equity.
Ordered this 9th day of September A.D. 1897, that the private sale of the Real Estate made and reported in the above entitled Cause by John Milton Reifsnider and Charles T. Reifsnider Trustees aforesaid by the Decree passed therein to sell the same be finally ratified and confirmed unless cause to the contrary be shown on or before the 13th day of October next. Provided a copy of this order be inserted in some newspaper published in Carroll County Maryland once a week for three successive weeks prior to the 4th day of October next.
The report states the amount of sale to be $4.170.00 —

Benj. F. Crouse. Clerk.

Copies Certificate.
Office of American Sentinel.
Westminster, Md. October 13th 1897

This is to certify that the annexed Order nisi or Rule has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of three successive weeks previous to the 4th day of October 1897.

E. J. Reifsnyder Publisher
per John H. Whitelow

Order ratifying Sale.

Ordered this 16th day of October A. D. 1897. That the sales of the Real Estate made and reported in this cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice as by law is required by the preceding order. The case is hereby referred to the Auditor to state the account of the Trustees. The Trustees are allowed the usual commissions and expenses. The vouchers for the expenses alleged with the Auditor, and report the same to this Court for its further Order in the premises.

Charles B. Roberts.

Auditor.

Frank A. Echemode et al Plaintiffs
vs
Rebecca Echemode widow et al Defendants

No 3522 Equity.
In the Circuit Court for Carroll County
In Equity.
To the Honorable the Judges of the Circuit Court for Carroll County, Sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court passed in this Cause. He has examined the papers filed in the Cause, and therefore states the within Account as follows,

He charges the Trustees with all the purchase money or Trust fund in their hands, and therein allowed them their commissions and expenses and all costs and fees allowed. The whole balance of purchase money or Trust fund then left to wit, $3485.25 he distributed to the Trustees to be held and invested by them in accordance with the provisions of the Last Will and Testament of Joseph Echemode deceased Testator and subject to the further Order of your Honorable Court.

All of which is respectfully submitted,

1897 October 22nd

Jno. J. Bauernschmidt, Auditor.

The Real Estate of Joseph Echemode deceased.

In Account with John Milton Reifsnider and Charles J. Reifsnider Trustees,

Debtor.

1897. September 7th	By Sale of the Real Estate then made by the Trustees at Private Sale to Frank A. Echemode as shown by their Report filed in this Cause September 4th 1897. amounting to the sum of	$4000.00

Cr.

To the Trustees for their commissions.	$ 150.	00
To the Trustees. Amount paid B. L. Schaeffer. Agt. Fire Insurance.		
per Voucher No 1 filed.	3.	21
To the Trustees & Jas. E. Cassard for printing. per Voucher		
No 2 filed.	15.	25
To the Trustees & Jas Chandlee & Bro. for printing per Voucher		
No 3 filed.	10.	00
To the Trustees & Jas. A. Matthews. for auctioneering Sale per-		
Voucher No 4 filed.	5.	00
To the Trustees & Jas John L. Hoffman Collector. Taxes for 1892. 1893. 1894.		
1895. 1896 & 1897. per Vouchers Nos. 5. 6. 7. 8. 9 & 10 filed.	180.	58
To the Trustees & Jas John T. Cassell for engraving. Calculations. Drawing		
Plat. Certificate of Survey. Printing Resistants &c &c per-		
Voucher No 11 filed.	24.	26
To the Trustees & Jas Reifsnider & Reifsnider Solicitors for professional		
services rendered. per Voucher No 12 filed.	50.	00
Costs as taxed by the Clerk.		
To Reifsnider & Reifsnider Solicitors. Subpoenas &c.	10.	00
To Benj. F. Crouse Clerk.	41.	70
To J. Oliver Murray Sheriff.	8.	15
Defendants Costs.		
To John Milton Reifsnider Solicitor Subpoenas &c.	10.	00
To Benj. F. Crouse Clerk.	1.	00
To Publication Order nisi & in this Account.	1.	50
To Jno. J. Baumgardner Auditor Stating this Account.	9.	00
Amount of Expenses &c.	$ 514.	65
To the Trustees. the whole balance of purchase money or-		
trust fund to be held and invested by them in accordance		
with the provisions of the Last Will and Testament of		
Joseph Echemode deceased Testator. and subject to		
the further Order of Court. Due & the Account.	3485.	35
	$ 4000.	00

Amount of Sale

Order nisi in Audit.

Sarah A. Echemode
et al Plaintiffs
vs
Rebecca Echemode et al
et al Defendants

No 3522 Equity.

In the Circuit Court for Carroll County.

Argued this 22 day of October A.D. 1897.

That the Account of the Auditor filed in this Cause. be finally ratified and confirmed. unless Cause to the contrary thereof be shown on or before the 8 day of November next. provided a copy of this Order be inserted for two successive weeks before the last mentioned day in some newspaper published in Carroll County.

Benj. F. Crouse. Clerk

Trustees Certificate.

Office of American Sentinel, Westminster Md. November 12th 1897.

This is to certify that the annexed Order nisi on Auditor's Report has been published in the American Sentinel a newspaper, printed and published at Westminster Carroll County Md. once a week in each of two successive weeks, previous to the 8th day of November 1897.

E. Reifsnyder Publisher per John H. Mitter,

Order ratifying Auditor.

Ordered this 12th day of November A.D. 1897. that the aforegoing Account be and the same is hereby finally ratified and confirmed. No Cause to the contrary having been shown, although due notice appears to have been given as required by the preceding Order, The Trustees are directed to apply the Trust Funds accordingly. And it is further Ordered that the Register of this Court do forthwith Issue his Warrant to the Trustees for the distribution of the Cash Balance in Court, amounting to $348.33 in accordance with the finding of this Order.

James B. Roberts,

Second Account of Auditor.

No 3522 Equity.

Frank E. Eckenrode et al Plaintiffs vs. Rebecca Eckenrode widow et al Defendants

In the Circuit Court for Carroll County, in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court passed in this Cause, he again examined the Vouchers filed in the Cause, and therefrom stated the within second Account as follows.

He first made the statement of the Mortgage claim against the interest of Frederick M. Eckenrode a son of Testator, and made the statement of the Mortgage claim against the interest of George E. Eckenrode a son of Testator which statements being herewith filed, He then charged the Trustees with the amount of Trust funds in their hands with the interest thereon from the date of investment December 21st 1897. to December 21st 1898, said Trust Funds and interest aggregating the sum of $362.46 and the Trustees allowed them their Commissions disbursements and Costs, so by them to be allowed aggregating the sum of $21.15. The balance of Trust Funds, thus stated to wit: $340.33 he distributed among the children heirs at law of Joseph Eckenrode, deceased Testator in conformity with the provisions of his last will and Testament a copy of which is filed in this Cause marked Exhibit A.

Further reports that the distributive share of Frederick M. Eckenrode a son heir at law of said Testator, the Auditor carried forward and distributes the same to Solomon Shepherd assignee of George K. Schaeffer, and Benjamin D. Schaeffer Executors of said Schaeffer deceased Mortgagee, see part pay ment of his Mortgage claim of $105.33 debt and interest which appears by the statement of the Mortgage claim against the interest of Frederick M. Eckenrode, a son of Testator herewith filed, which distributive share December 21st 1898, Date of pay ment of said Mortgage claim to the extent of $326.28 Further reports that the distributive share of

George E. Echemode, a son, heir at law of said Testator. the Auditor came forward and distributed the same to Ferdinand D. Schaeffer, assignee of George H. Schaeffer and Ferdinand D. Schaeffer Executors of Noah Schaeffer deceased assignee of Charles E. Pike, Mortgagee, in part payment of this Mortgage claim of $618.00 debt and interest which appears by the Statement of the Mortgage claim against the estates of George E. Echemode a son of Testator herewith filed, which distribution shall December 20 1898. fails to pay said Mortgage Claim to the extent of $131.25

All of which is respectfully submitted.

1898 December 14th.

Jno. J. Baumgartner Auditor,

The Trust Created by the Will of Joseph Echemode deceased

In Account with

John Milton Ruffsnider and Charles T. Ruffsnider Trustees,

Debtor,

By amount of Trust Funds in the hands of the Trustees as shown by the Account of the Auditor filed in this Cause October 22 1897. and finally ratified November 12 1897. Debit $3485.35 less the sum of $15.00 allowed by the Court to Ruffsnider & Baxter Solicitors as a fee for their services in preparing the petition for leave to invest Trust Money filed in this Cause December 20 1897. leaving the balance of said Trust funds in their hands Debit the sum of $3470.35 which sum they invested December 21 1897. under and by the directions of the Orphans Court passed and filed on said petition as follows to wit $1000. thereof invested in a Mortgage from John E. Echemode and wife at 5% interest payable semi-annually, $1500. thereof invested in a Mortgage from Frank A. Echemode and wife at 5% interest payable semi-annually, and the balance thereof Debit $970.35 deposited in the Westminster Saving Bank, at 3% per annum. All of which appears by the proceedings had and filed in this Cause since the ratification of said Account of the Auditor.		
Interest on $1000.00 thereof from December 21 1897 to December 21 1898 at 5%		$3470.35
		50.00
Interest on $1500.00 thereof from December 21 1897 to December 21 1898 at 5%		75.00
Interest on $970.35 thereof from December 21 1897 to December 21 1898 at 3%		29.11
Amount of Trust Funds		$3624.46
Credits.		
To the Trustees 2½ % Commission on $154.11 Receipts $3.85 and 2½ % Commission on $154.11 Disbursements $3.85 aggregating the same		$ 7.70
To the Trustees Amount paid John E. Echemode under and by		

directions of the Assignment of Rebecca Echenrode. Estate que Trust. filed in this Cause December 23rd 1897. said payment being part of the Income accrued by the Trustees from a portion of the Trust Funds invested by them from December 21st 1897. to June 21st 1898. per Vouchers No 1 filed

A 62. 50

To the Trustees, Amount paid John E. Echenrode, under and by directions of the Assignment of Rebecca Echenrode. Estate que Trust. filed in this Cause December 23rd 1897. said payment being part of the income accrued by the Trustees from a portion of the Trust Funds invested by them from December 21st 1897 to June 21st 1898. per Voucher No 2 filed,

14. 55

To the Trustees for pay John E. Swartzwelder Collector Mortgage Tax on Mortgages given by the Echenrode and wife and Dennis Echenrode and wife per Voucher No 3 filed,

10. 83

To the Trustees for pay Charles T. Reifsnider for Solicitor for Sale and services rendered and so directed by the Order of Ratification and filed in this Cause December 8th 1898. the amount of.

30. 00

To Jas H. Billingslea Clerk,

10. 95

To Publication Order nisi in this Account,

1. 50

To Jno. J. Baumgartner Auditor. for examination of Vouchers making Statement of Mortgage claim against the interest of Frederick M. Echenrode, a son of Testator. Making Statement of Mortgage claim against the interest of George E. Echenrode, a son of Testator. stating this Account &c

18. 00

To the Trustees for pay John E. Echenrode under the directions of the Assignment of Rebecca Echenrode, the Estate que Trust. filed in this Cause December 23rd 1897, the amount of Income on the Trust funds invested by them from June 21st 1898 to November 8th 1898 the date of the death of said Rebecca Echenrode Estate que Trust. to wit the sum of.

59. 08

Amount of Commissions, Costs, disbursements, &c. $ 215. 11

Balance for distribution. 3409. 35

Amount of Trust funds, $ 3624. 46

Balance for distribution brought forward. $ 3409. 35

And distributed among the children heirs at law of said Joseph Echenrode deceased Testator, in compliance with the provisions of his last will and Testament. a Copy of which is filed in this Cause marked Exhibit A. as follows to wit.

To Dennis A. Echenrode a son. heir at law of said Testator 1/7	$ 487.	05
To John E. Echenrode a son. heir at law of said Testator 1/7	487.	05
To Edward F. Echenrode a son. heir at law of said Testator 1/7	487.	05
The distributive share of Frederick M. Echenrode a son heir at law of said Testator Carried forward and distributed 1/7	487.	05
The distributive share of George E. Echenrode a son heir at law of said Testator carried forward and distributed 1/7	487.	05

To Mary Schaeffer, wife of Henry H. Schaeffer, a daughter, Heir at law of said Testator ⅐ $ 487.05

To Emma J. R. Steffey wife of John Steffey a daughter, Heir at law of said Testator ⅐ 487.05 ×××× ××

$3409.35 $3409.35

The distributive share of Frederick W. Echenrode a son. heir at law of said Testator brought forward and distributed as follows. $ 487.05

To Solomon Shepford assignee of George H. Schaeffer and Ferdinand D. Schaeffer, Executors of Noah Schaeffer deceased Mortgagee the whole amount of the above distributive share in part payment of his Mortgage claim of $1053.83 debt and interest which appears by the Statement of Mortgage Claim against the interest of Frederick W. Echenrode, a son of Testator heir at law, which distributive share December 20th 1898, fails to pay said Mortgage claim in the extent of $566.78 the amount of.

$ 487.05 ××××××

$487.05 $487.05

The distributive share of George E. Echenrode a son. heir at law said Testator brought forward and distributed as follows, $ 487.05

To Ferdinand D. Schaeffer, assignee of George H. Schaeffer and Ferdinand D. Schaeffer, Executors of Noah Schaeffer deceased, assignee of Charles E. Smith Mortgagee the whole amount of the above distributive share in part payment of his Mortgage claim of $618.00 debt and interest which appears by the Statement of the Mortgage claim against the interest of George E. Echenrode, a son of Testator heir at law, which distributive share December 20th 1898, fails to pay said Mortgage claim in the extent of $131.05 the amount of.

487 05 ××× ××

$487.05 $487.05

Order nisi on Audit.

Frank A. Echenrode et al Plaintiffs
vs
Rebecca Echenrode widow et al Defendants

No 3522 Equity.
In the Circuit Court for Carroll County.
Ordered this 15 day of December A.D. 1898, that the second Account of the Auditor filed in this Cause, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 2nd day of January next, provided a copy of this Order be inserted for two successive weeks before the last mentioned day in some newspaper published in Carroll County.

Jas. H. Billingslea. Clerk,

Agreement filed,

Frank A. Eckenrode et al
Plaintiffs
vs
Rebecca E. Eckenrode widow
et al Defendants.

No 3522 Equity.

In the Circuit Court for Kanawha County, Sitting as a Court of Equity.

It is agreed this 26th day of December A.D. 1898, that the Account of the Auditor filed in this Cause, on the 15th day of December A.D. 1898, be finally satisfied by Consent, and that anyone of the Judges of said Court shall forthwith pass the order finally satisfying and confirming said Account of the Auditor.

John E. Eckenrode. Edw'd E. Eckenrode.
Mary S. Shaeffer. Harry H. Shaeffer.
Emma R. Steffey John M. Steffey
F. M. Eckenrode. Geo. E. Eckenrode.
Joseph Eckenrode. Reifsnider & Reifsnider
Sols for Defendant D. Shaeffer.
Albert L. Roberts Sols for D. Shaeffers Trustee,

Order Satisfying Audit,

Ordered this 27th day of December A.D. 1898, that the aforegoing Account be and the same is hereby finally satisfied and confirmed, in pursuance of the agreement of the parties interested in the trust fund, as recited. The Trustees are directed to pay over the trust fund accordingly.

Charles B. Roberts,

Recorded

Test, Jas. H. Billingsley, Clerk,

Maryland. Sct.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland begun and held at the Court House in the City of Westminster, in Carroll County in the State of Maryland, on the first Monday of January (it being the 2nd day of the same month) in the year of our Lord One thousand eight hundred and ninety nine.

Were Present,

The Hon. Charles B. Roberts Chief Judge.

Ephraim Kearies, Esq. Sheriff.

Samuel H. Billingslea Clerk.

Among other work the following proceedings occur.

Be it remembered that before the occur. On the 23rd day of September A.D. 1898. Grove A. Shipley Mortgagee by Charles T. Reifsnider and Reifsnider Esqrs. his Solicitors came into Court sitting as a Court of Equity; And files his Order to docket a case, which appears in form and words as follows, occur.

In the Circuit Court for Carroll County sitting as a Court of Equity.

Mr. Samuel Billingslea Clerk of said Court.

Please docket and file Bond of Grove A. Shipley Mortgagee and Charles T. Reifsnider, in the penalty of Six hundred dollars to the State of Maryland, file original Mortgage from Frederick A. Gentz and wife to Grove A. Shipley dated June 3rd A.D. 1884. and recorded among the Real Estate Mortgage Records of Carroll County in Liber B.G.O. No 20 Folio 392 &c, marked Exhibit A. also file promissory note drawn by Frederick A. Gentz and Kate V. Gentz, in favor of Grove A. Shipley, for order dated June 3rd A.D. 1884, for $250.00 with interest payable annually, with interest endorsed thereon, marked Exhibit B, And docket case under the provisions of the Code of the Public General Laws of the State of Maryland, relating to Mortgages as follows,

Grove A. Shipley
Mortgagee
vs
Frederick A. Gentz and
Kate V. Gentz his wife
Mortgagors

Charles T. Reifsnider
Charles T. Reifsnider Jr
Solicitors for Mortgagee.

September 22 1898.

Mortgagee's Bond.

(U.S.I.R. Stamp 50¢) Know all men by these presents, That we Grove A. Shipley and Charles T. Reifsnider of Carroll County and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Six hundred dollars to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators jointly and severally, firmly by these presents, sealed with our seals and dated this twenty first day of September in the year of

one Dollar one thousand eight hundred and ninety eight, Whereas by a deed of Mortgage dated the third day of April, 1884 and duly recorded in Liber B.T.S. No 20 folio 392 &c, one of the Real Estate Mortgage Records of Caroline County, certain Real Estate and property situate in said County and State of Maryland, and therein described were conveyed by Frederick A. Gentz and Kate V. Gentz his wife to Grove A. Shipley, to secure the payment of certain Money and the interest as set forth in said Mortgage, and in said Mortgage is contained a clause authorizing a sale of the Mortgaged premises by the Mortgagee his executors administrators or assigns in case of default being made in payment of the Mortgage debt or the interest thereon or in any covenant. Condition or agreement therein, And whereas default has been made in the payment of the Mortgage debt and interest thereon, and in other conditions of said Mortgage, And by virtue of the authority given in said Mortgage, the above bounden Grove A. Shipley is about to sell the Mortgaged property, Now the condition of the above obligation is such, that if the above bounden Grove A. Shipley do and shall abide by, and fulfill any order or decree which shall be made by any Court of Equity, in relation to the sale of said Mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed Sealed and delivered
in the presence of
Chas. J. Reifsnider Jr.

Grove A. Shipley (Seal)
Mortgagee.
Charles J. Reifsnider (Seal)
Jas H. Billingslea, Clerk.

Board approved Sept. 23rd 1898. Tash

Exhibit A. Is the original Mortgage from Frederick A. Gentz and wife to Grove A. Shipley dated April 3rd 1884 for $200 as recorded in Liber B.T.S. No 20 folio 392 &c, one of the Real Estate Mortgage Records of Caroline County.

Exhibit B.

$200. Ganders Crossroads Md. April 3rd 1884.

Two years after date, we or either of us promise to pay to Grove A. Shipley or order the sum of two hundred dollars for value received, with interest from date, interest payable annually.

James A. Glassman — Frederick A. Gentz.
Kate V. Gentz.

Endorsed. Interest paid to April 3rd 1891.

Report of Sale.

Grove A. Shipley
Mortgagee
vs
Frederick A. Gentz and
Kate V. Gentz his wife
Mortgagors

No 3674 Equity.
In the Circuit Court for Caroline County.
Sitting as a Court of Equity.
To the Honorable the Judges of said Court.

This the report of Sale made by Grove A. Shipley, Mortgagee, therein and by virtue of the power and authority contained in the Mortgage from Frederick A. Gentz and Kate V. Gentz his wife to the said Grove

A. Shipley dated April 3rd A.D. 1884. and recorded among the Real Estate Mortgage Records of Carroll County in Liber D.J.S. No 20 Folio 396 &c, (the original of which is filed in this cause marked Exhibit A.) respectfully shows,

First. That said having executed a Bond to the State of Maryland in the penalty of Six hundred dollars, current money, to abide by and fulfill any order or decree which should be made by this Court of Equity in relation to the sale of said Mortgaged property, or the proceeds thereof, which was duly approved by the Clerk of your Honorable Court and is filed in this cause he advertised said Mortgaged property once a week for more than three successive weeks, being for more than twenty days in the "American Sentinel" a newspaper published in Carroll County Maryland and by handbills extensively circulated in the vicinity of said premises one of which was posted up at the Court House door, in Westminster Maryland, by which he gave notice of the time, place, manner, and terms of sale, which said terms were as follows; One half cash on the day of sale or the ratification thereof, and the other one half in six months from the day of sale, the credit payments to be secured by the note of the purchaser or purchasers with approved security bearing interest from the day of sale.

Second. That in pursuance of said Notice, he attended at the Court House door in Westminster Maryland on Monday, the 17th day of October at the hour of two O'clock P.M. when and where said Mortgaged property was advertised to be sold, and then and there offered said Mortgaged property, for the quantity of half of an acre of land, more or less, at Public Sale, to the highest bidder, on the terms of sale aforesaid and the same was knocked off to Grove A. Shipley as aforesaid for the sum of two hundred dollars ($200.00) he being then and there the highest bidder therefor. And the said Grove A. Shipley having both the bonds and bonder, he respectfully prays that an Order ratifying said sale may be passed and that he may convey said parcel of land to him,

And as in duty bound he will ever pray &c.

Shipley & Reifsnider
Solicitors for Mortgagee.

Grove A. Shipley
Mortgagee.

State of Maryland Carroll County to wit:

I hereby certify that on this seventeenth day of October A.D. 1898 before me the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County aforesaid personally appeared Grove A. Shipley the above mentioned Mortgagee and made oath in due form of law that the matters and things are correct and truly as set forth in the aforegoing report and that the sale therein reported is true and bona fide and was fairly made, to the best of his knowledge and belief.

Sworn before. William H. Baer, J.P.

Order Nisi on Sale.

Grove A. Shipley
Mortgagee
vs
Frederick C. Zentz and
Kate V. Zentz his wife
Mortgagors

No 3674 Equity.

In the Circuit Court for Carroll County, Sitting as a Court of Equity,

Ordered this 17th day of October A.D. 1898. That the sale of the Mortgaged property, made and reported in the above entitled cause, by Grove A. Shipley, Mortgagee under the power contained in a Mortgage from Frederick C. Zentz and Kate V. Zentz his wife to him dated, June 3rd A.D. 1884, and recorded among the Real Estate Mortgage Records of Carroll County, in Liber R. T. No. 120 Folio 392 &c, be finally ratified and confirmed unless cause to the contrary be shown on or before the 22 day of November next. Provided a copy of this Order be inserted in some newspaper published in Carroll County Maryland, once a week for three successive weeks previous to the 14 day of November next, the report states the amount of Sale to be $2100.00

Jas. H. Billingslea. Clerk

True Certificate,
Office of Circuit Court,
Westminster Md. Nov. 30th 1898.

This is to certify that the annexed Order has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of three successive weeks previous to the 14th day of November 1898,

Ed. Shipley, Publisher
per Jno. H. Whiteford,

Order ratifying Sale.

Ordered this 21st day of November A.D. 1898. That the sale of the Mortgaged property made and reported in this Cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary heretofore shown, although notice appears to have been given as required by the preceding Order. The case is hereby referred to the Auditor to state an account of the said sale in accordance with the provisions of the Mortgage filed in this Cause, and report the same to this Court, with all proper orders in the premises, And it appearing to said Court that the Trustee and Trustee are the same person, it is further ordered that Charles T. Reifsnider Jr. of Carroll County Maryland, be and he is hereby appointed Trustee to convey the Mortgaged property in the Proceedings mentioned to Grove A. Shipley the purchaser thereof.

Jas Revell,

Audit.

Grove A. Shipley Mortgagee
vs
Frederick C. Zentz and
Kate V. Zentz his wife
Mortgagors

No 3674 Equity.

In the Circuit Court for Carroll County in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County Sitting as a

Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court passed in this Cause, he examined the papers filed in the Cause, and there-upon stated the within Account as follows.

He first made the Statement of Mortgage Claim, which is herewith filed, and therein charged the Mortgagee with the Purchase money in his hands, and Interest allowed him his Commissions and expenses, and all costs properly to be allowed. The whole balance of Purchase money then left in hand — he distributed to Grove & Shipley Mortgagee in part pay-ment of his Mortgage claim of $219.90 debt and interest, which appears by the Statement of Mortgage claim herewith filed, which balance on the date of the ratification of Sale, (December 31st 1898) Lacked to pay said Mortgage claim in the sum of Two hundred & thirty four 35/100 dollars.

All of which is respectfully submitted.

1898 December 16th. Wm. B. Cunningham. Auditor.

The Mortgaged Real Estate of Bullock Hunt and wife
to Accompany with Grove & Shipley Mortgagee.

Debtor.

1898 October 17th By Sale of the Mortgaged Real Estate of the Mortgagor to Grove & Shipley as appears by this Report filed in this Cause October 17th 1898 Amounting to the sum of $ 200.00

Credit.

To the Mortgagee for his Commissions	14.	00
To the Mortgagee for Amount paid Ellis N. Davis for Auction-eering Sale per Voucher No 1 filed.	2.	50
To the Mortgagee for Amount paid Register & Reflinder Solicitors for Complainant services rendered, per Voucher No 2 filed.	20.	00
To the Mortgagee for pay & Disbursements for Printing per Voucher No 3 filed.	9.	50
To pay No. Billingslea, Clerk,	17.	95
To Publication Order nisi in this Cause.	1.	50
To pay Wm. B. Cunningham Auditor Making Statement of Mortgage Claim Stating this Account &c.	9.	00
Amount of Expenses.	$ 74.	45
To Grove & Shipley Mortgagee the whole balance of Purchase money to be applied in part payment of his Mortgage Claim of $219.90 debt and interest which appears by the Statement of Mortgage Claim herewith filed, which balance on the date of the ratification of Sale (December 31st 1898) Lacked to pay said Mortgage claim in the sum of $ 94.35 the date of	125.	55
Amount of Sale	$ 200.	00

Order nisi on Audit,
No 3674 Equity.

Power of Sale by Mortgagee
vs
Frederick A. Pentz and
Kate V. Pentz his wife
Mortgagors

In the Circuit Court for Carroll County.

Ordered this 16th day of December A.D. 1898. that the account of the Auditor filed in this cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 2nd day of January next, provided a copy of this Order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.

Jas. H. Billingslea, Clerk

Printer's Certificate,
Office of American Advocate,
Westminster Md. January 14th 1899.

This is to certify that the annexed Order nisi on Audit has been published in The American Advocate a newspaper printed and published at Westminster Carroll County Md. once a week in each of two successive weeks, previous to the 2nd day of January 1899.

E. J. Reifsnider, Publisher
per John H. Mitten,

Order ratifying Audit

Ordered this 16th day of January A.D. 1899. that the aforegoing account be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as required by the preceding order. The Mortgagee is directed to pay over and dispose of the fund fund accordingly.

Recorded by
Charles B. Roberts,

Jas. H. Billingslea, Clerk,

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the first Monday of March (it being the 6th day of the same Month) in the year of our Lord One thousand eight hundred and Ninety four.

Present,

The Hon. Charles B. Roberts, Chief Judge,

Elias B. Arnold Esq. Sheriff.

Benj. B. Crouse, Clerk.

Among other work the following proceedings to wit,

Be it remembered that heretofore to wit, On the 25th day of October A.D. 1893, William F. Beachtel assignee by Thos. T. Reifsnider Esq. his attorney Comes into Court here, sitting as a Court of Equity, and files his Order to docket a case, which appears in the words as follows to wit,

In the Circuit Court for Carroll County, sitting as a Court of Equity.

B. B. Crouse, Clerk of said Court,

Please file and docket Bond of William F. Beachtel assignee, and Jacob H. Hammond to the State of Maryland, in the penalty of One thousand dollars dated October 23rd 1893, Original Note & Mortgage from Henry L. Beachtel and others to Francis D. Brown - bearing date March 14th 1892, and recorded among the Real Estate Mortgage Records of Carroll County in Liber B.B.C. No 31 folio 431 &c. duly assigned to William F. Beachtel Marked Exhibits No. "1" and "2" and docket case as follows;

William F. Beachtel assignee of Mortgagee

vs

Henry L. Beachtel, William F. Beachtel, Barbara J. Beachtel, Susan A. Myers, Absalom Beachtel, Mary E. Beachtel - David F. Beachtel, Ida J. Beachtel, Annie E. Mensel, Andrew F. Mensel, Charles A. Beachtel, Isabella Beachtel, Laura H. Klunz, Annie M. Klunz & Howard Beachtel Mortgagors

Thos. T. Reifsnider Solicitor for William F. Beachtel assignee of Mortgagee, October 25/893,

Assignees Bond.

Know all men by these presents that we William F. Beachtel and Jacob H. Hammond of Carroll County, and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of One thousand dollars, to be paid to the said State, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs executors and administrators &

jointly and severally, firmly by these presents, sealed with our seals and dated this twenty third day of October, in the year of our Lord one thousand eight hundred and ninety three. Whereas by deed of Mortgage dated the fourteenth day of March 1892, and duly recorded in Liber B.F.G. No 31 folio 431 &c. One of the Real Estate Mortgage Record of Caroll County, certain Real estate and property situate in said Caroll County and State of Maryland and therein described were conveyed by Henry L. Beachtee and others, to Francis T. Brown to secure the payment of certain Money and the interest as set forth in said Mortgage and in said Mortgage is contained a clause authorizing a sale of the Mortgaged premises by the Mortgagee, his executors, administrators or assigns in case of default being made in payment of the Mortgage debt or the interest thereon, or in any covenant, Condition or Agreement therein, which said Mortgage was on the third day of October A.D. 1893. by the said Francis T. Brown duly assigned to the said William P. Beachtee as appears by the Assignment thereon, And whereas default has been made in the payment of the Mortgage debt and interest thereon, and in other conditions of said Mortgage, and by virtue of the authority given in said Mortgage, the above bounden William P. Beachtee assignee as aforesaid is about to sell the Mortgaged property, Now the Condition of the above obligation is such that if the above bounden William P. Beachtee assignee as aforesaid do and shall abide by and fulfill any order or decree which shall be made by any Court of Equity, in relation to the sale of said Mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to remain in full force and virtue in Law.

Signed Sealed and delivered in the presence of J. Wm Earhart.

William P. Beachtee (Seal)
Jacob H. Cummins (Seal)

In discharge of which the above security is made.

Dec. 25th 1893.

Chas. T. Reifsnider.

Bond approved Dec. 25th 1893. Test: Benj. D. Crouse clerk,

Exhibit No 7.

$450.00

Caroll County, March 14 1892,

One year after date, we jointly and severally promise to pay to Francis T. Brown, or order the sum of four hundred and fifty dollars current money, for value received, with interest from date.

Witness
J. Wm Earhart.

Henry L. Beachtee, (Seal)
Henry S. Beachtee (Seal)
John P. Byers. (Seal)
Annie E. Wenzel (Seal)
D. M. Helwig. (Seal)
Abdel his X P Beachtell (Seal)

Wm P. Beachtel, (Seal)
Susan A. Byers. (Seal)
Daniel T. Bedekter (Seal)
David K. Helwig. (Seal)
Howard L. Beachtee (Seal)
Charles E. Beachtee, (Seal)

Endorsed. This Note is secured by a Mortgage of even date herewith,
September 22, 92 Received half years interest on within Note in full to date,
January 23 93. Received the balance of interest on within Note, in full for the whole year.
I hereby assign the within note to William P. Beachtee or bearer his heirs and assigns,
without recourse to me. Witness my hand this 3rd day of October 1893.
Witness: J. Wm Earhart. Francis T. Brown.

Exhibit No 2. Is the Original of the Mortgage from Henry L. Beachtel and others to Francis T. Brown. for $450.00 dated March 14/1892. and assigned to Wm. F. Beachtel as recorded in Liber B.B.6. No 31 folio 481 &c. one of the Real Estate Mortgage Records of Carroll County.

Report of Sale.

William F. Beachtel
Assignee
vs.
Henry L. Beachtel et ux
Mortgagor

No 3195 Equity

In the Circuit Court for Carroll County. Sitting as a Court of Equity

To the Honorable the Judges of said Court

This the report of sale made by William F. Beachtel Assignee of Francis T. Brown Mortgagee under and by virtue of the power contained in a Mortgage from Henry L. Beachtel and Matilda D. his wife, dated March 14 A.D. 1892, recorded among the Real Estate Mortgage Records of Carroll County in Liber B.B.6. No 31, folio 481 &c. the original of which is filed in the above entitled cause, in which this report is docketed, and prays may be taken and considered as a part thereof, respectfully shows unto your Honorable Court.

First, That before proceeding to exercise the power of sale in said Mortgage contained he executed a Bond to the State of Maryland in the penalty of eight hundred dollars, conditioned to abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged property or the proceeds thereof, which was duly approved by the Clerk of your Honorable Court, and is filed in the above entitled cause.

Second, That he advertised said Mortgaged property in the Democratic Advocate, a newspaper published in Westminster Carroll County, Maryland, once a week, for more than twenty days, and also gave notice by printed handbills posted up in the vicinity of the place of sale, a copy of which he gave notice of the time place manner and terms of sale as by the provisions of said Mortgage required, which said terms were as follows, Cash, or if desired by the purchaser, one half cash on the day of sale or on the ratification thereof, and the other one half in one year from the day of sale, the credit payments to be secured by the note of the purchaser or purchasers with approved security, bearing interest from the day of sale,

Third, That in pursuance of said notice he attended on said Mortgaged premises, on Saturday the 25 day of November 1893 at 10 Oclock A.M. where the same was advertised to be sold, and then and there offered said Mortgaged property, for the quantity of fourteen and one half acres of land more or less, at public sale, to the highest bidder, upon the terms of sale aforesaid, and then and there sold the same to John T. Myers, he being then and there the highest bidder therefor, at and for the sum of eight hundred dollars, And the said purchaser has complied with the Credit terms of sale aforesaid. All of

which is respectfully submitted.

Wm. B. Beachley
Assignee of Mortgagee.

State of Maryland. Carroll County, to wit:

I hereby certify that on this 31st day of December A.D. 1893 before me the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County aforesaid personally appeared the above named William B. Beachley assignee of Mortgagee, and made oath on the Holy Evangels of Almighty God, that the matters and things set forth in the aforegoing Report are correct, and true as therein set forth, and that the said Mortgage he holds is true and bona fide, and was fairly made to the best of his knowledge and belief.

Jn. Wm. Earhart. Justice of the Peace.

Order nisi for Sale.

William B. Beachley
Assignee of Mortgagee
vs
Henry L. Beachley et ux
Mortgagors

No 3195 Equity.

In the Circuit Court for Carroll County, Sitting as a Court of Equity,

Ordered this 8th day of January A.D. 1894, that the sale of the Mortgaged Property made and reported in the above entitled cause, by William B. Beachley, Assignee under the power contained in a Mortgage from Henry L. Beachley and others to Emily S. Brown, dated June 24th A.D. 1892, and recorded among the Land Records of Carroll County in Liber G.P.C. No 103 Folio 430, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 13th day of February next. Provided a copy of this order be inserted in some newspaper published in Carroll County Maryland, once a week for three successive weeks previous to the 5th day of February next.

The report states the amount of sale to be $800.00

Benj. P. Reese Clerk.

Printer's Certificate

Westminster Md. February 7th 1894.

We hereby certify that the annexed Order nisi was was published once in each of three successive weeks, prior to the 5th day of February 1894 in The Democratic Advocate a newspaper published in Carroll County Md.

Vandeford Bros.
Editors and Publishers.

Order ratifying Sale

William B. Beachley
Assignee of Mortgagee.
vs
Henry L. Beachley
& others Mortgagors

No 3195 Equity.

Docketed this 14th day of February A.D. 1894, that the sale of the Mortgaged property made and reported in the above entitled cause be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although notice appears to have been given as required by the preceding Order. The case is hereby referred to the Auditor

to state an account of the trust fund in accordance with the provisions of the Mortgage filed in this Cause, and report the same to this Court for its further order in the premises,

Charles B Roberts,
Auditor.

William D. Bechtel
Assignee of Mortgage
by
Henry L. Bechtel
and others Mortgagors

vs

No 3195 Equity.
In the Circuit Court for Carroll County in Equity.
To the Honorable the Judges of the Circuit Court for Carroll County sitting as a Court of Equity:
The Auditor respectfully returns that in pursuance of the Order of your Honorable Court passed in this Cause, he examined the papers filed in the Cause, and thereupon stated the written account as follows,
He first made the statement of Mortgage Claim which is herewith filed,
He then charged the Assignee, with all the purchase money in his hands and thereon allowed him his Commissions and expenses and all Costs proper to be allowed,
He then distributed the sum of $4785.65 to William D. Bechtel assignee of Frances T. Brown, Mortgagee, in payment in part of his Mortgage Claim debt and interest as which appears by the statement of Mortgage Claim, hereto filed, the balance of purchase money then left to wit: $46.26 He distributed to the Assignee &c, due as directed by him among the Mortgagors in the proportions as their interests may be made to appear, or to be held by him subject to the further order of your Honorable Court, All of which is respectfully submitted.

1894 April 6th

Wm J Bigwood Jones Auditor,

The Mortgaged Real Estate of Henry L. Bechtel et ux.
In Account with William D. Bechtel Assignee &c.

Debtor		
1893 November 25th By Sales of the Mortgaged Real Estate of the Mortgagors made by the Assignee &c, to John Myers, as appears by his Report filed in this Cause December 4th 1893 amounting to the sum of	$1800.	00
Credit		
To the Assignee &c for his Commissions	$ 49.	00
To the Assignee &c Amount paid Wagelerford Bros. for printing preceding Order nisi on this Account, per Voucher No 1 filed	16.	00
To the Assignee, Amount paid J. L. Long Constable for auctioneering Sale. per Voucher No 2 filed.	1.	00
To the Assignee &c Amount paid J. Mc. Eichart for Clerking Sale per Voucher No 3 filed	5.	00
To the Assignee &c Amount paid Chas Bowman Coll. Taxes for 1892 & 1893. per Vouchers Nos 4 & 5 filed.	19.	25

To the Assignee &c. Amount paid Charles T. Reifsnider Solicitor for professional services rendered per Voucher No 6 fyld. $ 30, 00

To the Assignee &c. Amount paid B. Crouse for Lumber (Allowed by agreement) per Voucher No 7 filed. 15, 94

To the Trustee to pay M. O. Smith for printing (allowed by agreement) per Voucher No 8 filed. 1. 00

Costs as taxed by the Clerk,

To Charles T. Reifsnider Solicitor appearance fee (Paid See Voucher No 6 filed) 10. 00

To Benj: B. Crouse Clerk, 18. 90

To Jno. J. Bennett Auditor Making Statement of Mortgage Claim stating this account. 9. 00

$ 175. 09

Amount of Expenses.

To William F. Beechtel assignee of Emma J. Brown Mortgagee in payment in part of his Mortgage claim debt and interest which appears by the Statement of Mortgage claim herewith filed the sum of. 478. 65

To the Assignee &c, the balance of purchase money to be distributed by him, among the Mortgagees in the proportions as their interests may be made to appear or be held by him subject to the further order of the Circuit Court for the said County. 146. 26

$ 800. 00

Amount of Sale.

Order Nisi &c.

No 3195 Equity.

In the Circuit Court for Carroll County.

William F. Beechtel Assignee of Mortgage vs Emma L. Beechtel and others Mortgagors } Cause.

Ordered this 6th day of April A.D. 1894 that the account of the Auditor filed in this Cause, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 23 day of April next; provided a copy of this order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the last named day.

Benj: B. Crouse Clerk.

Order ratifying Account.

Ordered this 28 day of April A.D. 1894, that the aforegoing account be and is hereby finally ratified and confirmed, No cause to the contrary having been shown, although notice appears to have been given as required by the preceding order. The assignee is directed to apply and pay out the said funds accordingly.

Charles B. Roberts,

Recorded & Examined

Jas. H. Billingslea, Clerk,

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the City of Westminster, in Carroll County in the State of Maryland, on the first Monday of March, (it being the day of the same month,) in the year of our Lord, one thousand eight hundred and ninety four.

Present.

The Hon. Charles B. Roberts. Chief Judge

Ellis B. Arnold Esq. Sheriff.

Benj. B. Crouse. Clerk.

among other there the following proceedings to wit:

Be it remembered that heretofore to wit: On the 8th day of January A.D. 1894. Charles T. Reifsnider Assignee by Jefferson Attorney. Comes into Court, sitting as a Court of Equity, and files his Order to docket a case, which appears in form following, to wit:

In the Circuit Court for Carroll County, sitting as a Court of Equity.

To. Mr. B. B. Crouse Clerk.

You will please file bond of Charles T. Reifsnider assignee of Ephraim H. Becker, Mortgagee and James A. G. Bond of Carroll County in the State of Maryland, to the State of Maryland, in the penalty of five hundred dollars, dated January eighth A.D. 1894, for securing the moneys by Malinda A. Manchey, and Henry M. Manchey, her husband bearing date January 2. 1884. and payable three years after date, to Ephraim H. Becker, with interest to be paid annually, both instruments of writing bearing even date herewith, and transferred to Charles T. Reifsnider Assignee by deed of Assignment, dated January 2nd 1893.

folio 184 &c, one of the Real Estate Mortgage Records of Carroll County, certain Real Estate and Leasehold Estate in said Carroll County and therein described were conveyed by Malinda A. Manchey, and Henry M. Manchey, her husband, to Ephraim N. Becher, to secure the payment of certain Money, and the interest as set forth in said Mortgage; and in said Mortgage is contained a clause authorizing a sale of the Mortgaged premises by the Mortgagee his executors administrators or assigns in case of default being made in payment of the Mortgage debt or the interest thereon or in any covenant, condition or agreement therein, And whereas, said Mortgage was by the said Ephraim N. Becher on the fifth day of January A.D. 1894, duly assigned to the said Charles T. Reifsnider, And whereas default has been made in the payment of the Mortgage debt and interest and in other conditions of said Mortgage, And by virtue of the authority given in said Mortgage, the above bounden Charles T. Reifsnider as assignee of said Ephraim N. Becher, is about to sell the Mortgaged property. Now the condition of the above obligation is such, that if the above bounden Charles T. Reifsnider assignee as aforesaid, do and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed Sealed and delivered in the presence of Smith Reifsnider

Chas T. Reifsnider Assignee of Ephraim N. Becher Mortgagee.

Bond & Reese Atty's

James A.C. Bond Seal

Benj. B. Reese. Clerk.

Exhibit No 1.

$170.00 January 2nd 1884

Three years after date, we jointly and severally promise to pay Ephraim N. Becher, or order, one hundred and seventy dollars, with interest from date, for value received, interest to be paid annually,

Test: Jacob L. Ballozer.

This note is secured by Mortgage.

Malinda A. Manchey

Henry M. Manchey.

Endorsed,

Interest paid for 1892. Paid 1/24 - 1893 - $10.08

Pay to the order of Charles T. Reifsnider

Witness E.C. Bauge

Ephraim N. Becher.

Exhibit No 2. Is the Original Mortgage from Malinda A. Manchey Husband to Ephraim N. Becher dated January 2 - 1884 for $170.00 as recorded in Liber B.T.S. No 20 folio 184 &c one of the Real Estate Mortgage Record of Carroll County, which was duly assigned to Charles T. Reifsnider January 5 1894. recorded at the foot of said Mortgage,

Report of Sale.

Charles T. Reifsnider Assignee of Mortgagee vs Malinda A. Manchey and Henry M. Manchey her husband Mortgagors

No 3214 Eq suit.

In the Circuit Court for Carroll County, Sitting as a Court of Equity.

To the Honorable the Judges of said Court.

This Report of Sale made by Charles T.

Reifsnider assignee under and by virtue of the powers contained in a Mortgage from Malinda M. Beecher and Henry M. Beecher her husband to Ephraim N. Becker dated January 2nd A.D. 1884. recorded among the Real Estate Mortgage Records of Carroll County in Liber B.T.S. No. 20 folio 184 &c and duly assigned by the said Charles T. Reifsnider endorsed on said Mortgage which is filed in this Cause, and marked Exhibit E. Respectfully shows unto your Honorable Court.

First: That your Petitioner having executed a Bond to the State of Maryland, conditioned to abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged premises or the proceeds thereof, which bond was duly approved by the Clerk of your Honorable Court, and is filed in this Cause, he proceeded to execute the power in said Mortgage contained, Second, That he advertised said Mortgaged premises once a week for more than three successive weeks and for more than twenty days, in the Democratic Advocate, a newspaper published in Carroll County, Maryland, previous to the day of sale, and also by printed hand bills posted up in the vicinity of said premises, one of which was posted up in the vicinity of said premises, one of which was posted up at the Court House door in Westminster in said County and State, by which he gave notice of the time place manner and terms of sale, which were as follows, Cash or if desired by the purchaser credit for terms will be given

Third, That in pursuance of said notice he attended at the Court House door aforesaid, where said sale was advertised to be made at two o'clock P.M. on Monday the 5 day of February A.D. 1894, and then and there offered said Mortgaged property for the penalty of two hundred and seventy eight dollars and eighty cents by public sale to the highest bidder upon the terms aforesaid and sold the same to Daniel Sargent. he being then and there the highest bidder therefor as aforesaid for the sum of two hundred and ten dollars, and the said purchaser has paid the sum of twenty dollars in cash, has executed and delivered his promissory note for the sum of one hundred and five dollars, payable six months after date, with approved security bearing interest from the day of sale, and is willing to pay the residue of the said purchase money in cash upon the ratification of said sale by your Honorable Court.

All of which is respectfully submitted.

Thos. T. Reifsnider, Assignee
of Ephraim N. Becker Mortgagee.

State of Maryland, Carroll County to wit:

I hereby certify that on this eighth day of February in the year eighteen hundred and ninety four before the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County aforesaid personally appeared Thomas T. Reifsnider the above named assignee of the Mortgagee and made oath on the Holy Evangels of Almighty God that the matters and things

ver forth in the aforegoing Report of Sale are correct and true as therein stated, and that the sale therein reported is fair and bona fide and was fairly made as therein set forth.

Sworn to before. William Moore, J.C.
Assessment of Sale.

Charles T. Reifsnider, Assignee &c vs Malinda A. Manchey and Henry M. Manchey her Husband, Mortgagors } No 3214 Equity. In the Circuit Court for Carroll County. Sitting as a Court of Equity.

Ordered this seventh day of February, A.D. 1894, that the sale of the Mortgaged property made and reported in the above entitled cause by Charles T. Reifsnider assignee under and by virtue of the power contained in a Mortgage from Malinda A. Manchey, and Henry M. Manchey, her husband to Solomon H. Becker dated January 2nd A.D. 1884, recorded among the Real Estate Mortgage Records of Carroll County, in Liber B. No. 32 folio 185 &c. and duly assigned to the said Charles T. Reifsnider, be finally ratified and confirmed unless cause to the contrary be shown on or before the 14th day of March next. Provided a copy of this Order be inserted in some newspaper published in Carroll County, Maryland, once a week for three successive weeks previous to the 5 day of March next. The report states the amount of sale to be $200.

Benj. R. Crouse, Clerk.

Printer's Certificate.

Office of American Advocate.

Westminster Md. March 16th 1894.

This is to certify that the annexed Order No 3214, has been published in The American Advocate, a newspaper printed and published at Westminster, Carroll County, Md. once a week in each of 3 successive weeks previous to the 5 day of March 1894.

E. J. Hoffman Publisher,
per Jno. H. Mitten,

Order ratifying Sale.

Ordered this 16 day of March A.D. 1894, that the sale made and reported in the above entitled cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as required by the preceding order. The case is hereby referred to the Auditor to state an account of the proceeds of said sale in accordance with the provisions of the Mortgage filed in this Cause, and report the same to this Court for its further order in the premises. Charles B. Roberts,

Auditor.

Charles T. Reifsnider Assignee &c vs Malinda A. Manchey and Henry M. Manchey her husband Mortgagors } No 3214 Equity. In the Circuit Court for Carroll County. In Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Orders of your Honorable Court passed in this Cause, he has examined the proceedings had in the Cause and thereupon stated the further account as follows,

He first made the Statement of Mortgage Claim, which is herewith filed.

He then charged the Assignee with the purchase money in his hands and thereto allowed him his commissions and expenses, and all costs proper to be allowed. The whole balance of purchase money then to be distributed is $123.84 he then distributed to Charles T. Reifsnider Assignee of Ephraim N. Becker Mortgagee in part payment of his Mortgage Claim of $182.16 debt and interest which appears by the Statement of Mortgage Claim herewith filed, which balance on the date of this Account (April 3rd 1894) fails to pay said Mortgage Claim in the sum of fifty nine $\frac{84}{100}$ dollars

All which is respectfully submitted,

April 3rd 1894. Jno. F. Baumgartner. Auditor.

The Mortgaged Real Estate of Melinda A. Manchey Deceased.

In Account with Charles T. Reifsnider Assignee &c.

Debtor.		
1894. February 5th. By Sale of the Mortgaged Real Estate thereof made by the Assignee to Daniel Bankert as appears by his report filed in this Cause, February 7th 1894. amounting to the sum of	$	210.00
Credit.		
To the Assignee for his Commissions	$	14.70
To the Assignee amount paid E. J. Stoltzfus for printing including Order Nisi as per this Account per Voucher No 1 filed		4.50
To the Assignee amount paid Baltzer Bros. for printing per Voucher No 2 filed		7.50
To the Assignee amount paid R. L. Matthews for Advertising Sale, per Voucher No 3 filed		5.00
To the Assignee amount paid George R. Rupp, Coll. Taxes for 1892 & 1893 per Vouchers Nos 4 & 5 filed		3.21
To the Assignee amount paid Charles T. Reifsnider Solicitor for Professional services rendered per Voucher No 6 filed		15.00
Costs as taxed by the Clerk,		
To Charles T. Reifsnider Solicitor appearance fee		10.00
To Benj. F. Crouse Clerk		18.25
To Jno. F. Baumgartner Auditor Making Statement of Mortgage Claim stating this Account &		2.00
Amount of Expenses	$	87.16
To Charles T. Reifsnider Assignee of Ephraim N. Becker Mortgagee the whole balance of Purchase Money Dep't $ 122.84 in part payment of his Mortgage Claim of $ 182.16 debt and interest which appears by the Statement of Mortgage		

claim herewith filed, which balance on the date of this account (June 5th 1894) fairly due & owing said Mortgagee claim & the extra sum of $59.32 the sum of

122	84
$210	00

Executors of Sale.

Printer's Certificate.

Charles S. Reifsnider Assignee
vs
Malinda A. Meneley and
Henry M. Meneley her husband
Mortgagors

No 3214 Equity.

In the Circuit Court for Carroll County.

Ordered this 8th day of April A.D. 1894, that the account of the Auditor filed in this cause, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 23rd day of April next; provided a copy of this Order be inserted in some newspaper published in Carroll County, once in each of two successive weeks before the last named day.

Benj. B. Crouse. Clerk

Printer's Certificate.

Office of Democratic Sentinel.

Westminster Md April 24th 1894.

This is to certify that the annexed Order pi pi on Audit has been published in the Democratic Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of two successive weeks previous to the 23rd day of April 1894.

E. J. Reifsnider. Publisher.
per John H. Whitelow.

Order ratifying Audit.

Ordered this 28th day of April A.D. 1894, that the aforegoing account be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown although notice appears to have been given as required by the preceding order. The Assignee of the Mortgage is directed to pay over the funds accordingly.

Charles B. Roberts,

Recorded.

J. E. D.

per Jas. H. Billingslea. Clerk.

Maryland Set.

At a Circuit Court for the Eighth Judicial Circuit of the State of Maryland. begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland. On the first Monday in March (it being the day of the same Month) in the year of our Lord. One thousand eight hundred and ninety four.

Were Present,

The Hon. Charles B. Roberts. Chief Judge.

Elias B. Arnold Esq. Sheriff.

Benj. F. Crouse. Clerk.

Among other were the following proceedings to wit

Be it remembered that heretofore on the 26th day of January A.D. 1894. Herschel B. Lamotte assignee. by Lee his attorney filed in Court his Order to Docket a Case. which appears in form and words as follows to wit

Herschel B. Lamotte
Assignee etc
vs
Stephen L. Shipley &
Emily J. Shipley his wife
Mortgagors

No 3222 Equity.
In the Circuit Court for Carroll County.
Mr. B. F. Crouse Clerk,
Please Docket Case as above. filed and appearance Bond. Also filed original Mortgage Marked Exhibit A. and Mortgage Note Marked Exhibit B.

L. Harwell Lamotte
Atty for Assignee,

Assignee's Bond.

Know all men by these presents that we Herschel B. Lamotte and L. Harwell Lamotte of Carroll County and State of Maryland are held and firmly bound unto the State of Maryland, in the full and just sum of four thousand dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs executors and administrators jointly and severally, firmly by these presents. Sealed with our seals and dated this twenty fifth day of January in the year of our Lord one thousand eight hundred and ninety four.

Whereas by a deed of Mortgage dated the twelfth day of February 1889, and duly recorded in Liber W.P.C. No 75 Folio 383 &c, one of the Mortgage Records of Carroll County certain real estate and hereditaments situate in said Carroll County and State of Maryland and herein described were conveyed by Stephen L. Shipley and Emily J. Shipley his wife to John L. Shipley to secure the repayment of certain money and the interest as set forth in said Mortgage and in said Mortgage is contained a clause authorizing a sale of the Mortgaged premises by the Mortgagee his executors administrators or assigns, in case of default being made in payment of the Mortgage debt or the interest thereon or in any covenant condition or agreement therein, And whereas the Mortgage debt and said Mortgage have been duly assigned to Herschel B. Lamotte one of whom has heretofore recorded at the foot of said Mortgage Record. And whereas default has

been made in the payment of the Mortgage debt and Mortgage, and in other conditions of said Mortgage, and by virtue of the authority given in said Mortgage the above bounden Hezekiel B. Lamotte assignee of said Mortgage, debt and Mortgage, is about to sell the Mortgaged property, Now the condition of the above obligation is such that if the above bounden Hezekiel B. Lamotte assignee aforesaid, does and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in Equity in relation to the sale of said Mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed Sealed and delivered in the presence of R. A. Parke
Jas. A. G. Bond

Hezekiel B. Lamotte (Seal)
E. Harwell Lamotte (Seal)

Bond approved Jany 26 1894. Test: Benj. B. Causey, Clerk,

Exhibit A. Is the Original Mortgage from Stephen L. Shipley & wife to John A. Shipley dated February 12 1881 for $1200.00 and duly assigned to Hezekiel B. Lamotte, which Mortgage and assignment is recorded among the Real Estate Mortgage Records of Carroll County in Liber R. E. M. No 15, folio 383 &c.

Exhibit B.

$1200.00 February 12th 1881.

Two years after date, I promise to pay John A. Shipley or Order, twelve hundred dollars, for value received, with interest from date, payable annually.

Witness my hand and seal.
Witness J. Pollock Shipley. Stephen L. Shipley (Seal)

Endorsed

With year interest paid on this within Mortgage,
For value received I hereby assign the within Note to Hezekiel B. Lamotte.
Test: Clemmie Shipley John A. Shipley.

Report of Sale.

Hezekiel B. Lamotte
Assignee
vs.
Stephen L. Shipley and Emily J. Shipley his wife Mortgagors

In Chancery
In the Circuit Courts for Carroll County.

The report of Hezekiel B. Lamotte assignee of the Mortgage filed in this Cause and Exhibit B. respectfully shows unto your Honorable Court, that by virtue of the power of sale contained in said Mortgage, being a Mortgage from Stephen L. Shipley and Emily J. Shipley his wife dated the 12 day of February 1881, and recorded among the Real Estate Mortgage Records of Carroll County in Liber R. E. M. No 15, Folio 383 &c and by virtue of the Assignment endorsed on said Mortgage, the undersigned of said Mortgage after giving bond in conformity with the law, for the faithful performance of his duty and trust, and after having complied with all the requisites as required by law, and giving notice of the time place manner and terms of sale, by advertisement see

copy annexed inserted in the Democratic Advocate a newspaper published in Westminster Carroll County Maryland, for more than three successive weeks before the day of sale he did pursuant to said notice, attend at the premises on Saturday the 17th day of February 1894 at 1 O'clock P.M. in conformity with said Notice, and then and there proceeded to sell the property mentioned in said Mortgage, to the highest & best bidder at public sale. And the same was brought in by him said Henschel F. Lamotte at and for the sum of seventeen hundred and fifteen dollars, he being then and there the highest & best bidder therefor, the terms of said sale being as the direction of the Mortgagee, Cash on the ratification thereof by this Court.

All of which is respectfully submitted,

Henschel F. Lamotte Mortgagee.

State of Maryland Carroll County to wit:

I hereby certify that on this 24th day of February, in the year eighteen hundred and ninety four before me the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County aforesaid, personally appeared Henschel F. Lamotte Mortgagee named in the report, and made oath in due form of law that the matters and facts stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Gustavus H. Copsate, J.P.

Order nisi on ratification of sale.

Henschel F. Lamotte
Assignee
vs
Stephen L. Shipley & Emily J. Shipley his wife Mortgagors

No 3222 Equity.
In the Circuit Court for Carroll County.

Ordered this 24th day of February, 1894 that the sale of the property mentioned in these proceedings made and reported by Henschel F. Lamotte Assignee of Mortgagee be ratified and confirmed unless cause to the contrary thereof be shown on or before the 26th day of March next, provided a copy of this Order be inserted in some newspaper printed in Carroll County once in each of three successive weeks before the 19th day of March next.

The report states the amount of sales to be $1715.

Benj. F. Crouse, Clerk,

Carriers Certificate

Westminster Md. March 29th 1894.

We hereby certify that the annexed Order nisi on sale was published once in each of three successive weeks prior to the 19th day of March 1894 in the Democratic Advocate a newspaper published in Carroll County Md.

Vandeford Bros. Editors and Publishers.

Order ratifying sale of

No 3222 Equity.

In the Circuit Court for Carroll County.

Henschel F. Lamotte
Assignee
vs
Stephen L. Shipley & Emily J. Shipley his wife Mortgagors

Ordered by the Court this 29th day of March 1894. That the sale made and reported by Henschel F.

Lamotte assignee of Mortgagee aforesaid, be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order nisi passed in said Cause, and this cause is hereby referred to the Auditor of this Court, to state an account, and the Mortgagee is allowed the usual Commissions and such proper expenses as he shall produce vouchers for to the Auditor, And it is further ordered that inasmuch as the said Herschel B. Lamotte is the holder and purchaser in the case of the premises in this Cause, that H. Maxwell Lamotte of Carroll County Maryland be appointed Trustee to convey the said lands and premises on the payment of the purchase money to the said Herschel B. Lamotte. Charles B. Roberts

Auditor.

Herschel B. Lamotte Assignee vs Stephen L. Shipley and Emily J. Shipley his wife Mortgagors. } No 3222 Equity.

In the Circuit Court for Carroll County. In Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court, passed in this cause, he proceeded in the Cause, and therein stated the following account as follows, which is herewith filed, viz: He first made the "Statement of Mortgage Claims" and then charged the assignee with the purchase money in his hands, and thereafter allowed him his commissions and expenses as usually are proper to be allowed. The whole balance of purchase money then for distribution $1478.08 he distributed to Herschel B. Lamotte assignee of Stephen L. Shipley Mortgagee the part payment of his Mortgage claim of $1499.- debt and interest which appears by Exhibit No 1 the "Statement of Mortgage Claims" herewith filed, which balance on the date of the ratification or date thereof 29th 1894 failed to pay said Mortgage debt in the sum of ($20.92) twenty & 92/100 dollars, All of which is respectfully submitted,

1894 April 2nd

John T. Blackburn Auditor.

The Mortgaged Real Estate of Stephen L. Shipley and wife

In account with Herschel B. Lamotte, Assignee,

Debtor		
1894 February 17th By Sale of the Mortgaged Real Estate sold made by the Assignee as appears by his report filed in this Cause February 2nd 1894, amounting to the sum of		$1715.00
Credit		
To the Assignee for his Commissions	$84.03	
To the Assignee amount paid Messrs A. Strauch for advertising Sale per Voucher No 1 filed	4.00	
To the Assignee do pay Baltimore Sun for printing Sale per Voucher No 2 filed	11.75	
To the Assignee do pay Messrs Buchanan Balto. Bar Assn for 1891-1892 & 1893. per Vouchers Nos 3. 4 & 5.	45.09	

To the Assignee of Jas. L. Howell Lamotte Solicitor for professional services rendered, per Voucher No 6 filed. $ 50. 00

Costs as taxed by the Clerk.

To L. Howell Lamotte Solicitor & Appearance fee, 10. 00

To Benj. F. Crouse. Clerk, 21. 55

To Publication Order nisi on this Account, 1. 50

To Jno. J. Baccenguetter Auditor. Making Statement of Mortgage Claim & Stating this Account &c, 9. 00

Amount of Expenses, $ 236. 92

To Herschel F. Lamotte Assignee of Wm. C. Shipley Mortgagee, the whole balance of purchase money Dower $1478.08 in part payment of his Mortgage Claim of $1490. debt and interest upon which Expenses by Claim No. in Statement of Mortgage Claims herewith filed, which balance on the date of the certification of sale, March 29th 1894 paid by said Mortgage Claim & the order of $20.92 the surplus of Sale, 1478. 08

Amount of Sale, $ 1715. 00

Order nisi on Audit.

Herschel F. Lamotte Assignee vs Stephen L. Shipley and Emily J. Shipley his wife Mortgagors

No 3222. Equity.

In the Circuit Court for Dorchester County.

Ordered this 2nd day of June A.D. 1894. That the Account of the Auditor filed in this Cause be finally ratified and confirmed unless cause to the contrary be shown on or before the 23rd day of June next, provided a copy of this Order be inserted in some newspaper published in Dorchester County, once in each of three successive weeks, before the 16th day of June next.

Benj. F. Crouse. Clerk,

Order ratifying Audit.

Herschel F. Lamotte Assignee vs Stephen L. Shipley wife Mortgagors

No 3222 Equity

In the Circuit Court for Dorchester County.

Ordered this 23rd day of June 1894, by the Circuit Court for Dorchester County, sitting in Equity, that the Account of the Auditor in this Cause be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the preceding Order nisi in this Cause.

Charles B. Roberts,

Recorded & Examined per Jas. H. Billingsley. Clerk,

25×10
32×10
25×11

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the first monday of January, (it being the 2nd day of the same Month,) in the year of our Lord, One thousand eight hundred and ninety nine.

Present

The Hon. Charles B. Roberts. Chief Judge.

Ephraim Harris Esq. Sheriff.

Jno. H. Billingslea. Clerk.

Among other Business the following proceedings to wit.

Be it remembered that heretofore to wit. On the 2nd day of February A.D. 1898. Alfred Williams & others. by Jas. H. Boyd Esq their Attorney came here into Court. sitting as a Court of Equity, and filed their Bill of Complaint which appears in form & words as follows to wit.

Alfred Williams and Williams his wife, Kinsey Williams and Annie E. Williams his wife, Florence Bleigan and John Bleigan her husband, Ida Barnes and Lloyd Barnes her husband, Agnes Welsh and Freemont Welsh her husband, and Andrew J. Williams and Edith Williams his wife Complainants

vs.

Sarah E. Bull and John Bull her husband, Charlotte Jordan widow of William Jordan, Virginia Bosley and Henry C. Bosley her husband, Frances, Ann Eggs and George Eggs her husband, Ella Smith wife of Lewis Smith, Mollie Ashley wife of James Ashley, William Benson, Lettie Benson, John Benson, Andrew Love, Ida Barnes and Lucas Barnes her husband, Ira Williams and Stephen Benson Defendants

No 8623 Equity.

In the Circuit Court for Carroll County.

To the Honorable the Judges of said Court.

Your Orators Complaining say,

That Elizabeth A. Williams late of Carroll County State of Maryland, on the 29 day of January 1898. intestate, and seized and possessed of certain real Estate lying in Carroll County, containing 89 Acres 2 roods and 24 perches of land more or less, which she obtained in her lifetime from George Barber and Rebecca Barber his wife by deed dated February 2nd 1874. and recorded among the Land Records of Carroll County in Liber J.B.B. No 23 folio 270 &c. diminished by a sale of 3 acres made by her to John H. Edmondson by deed dated March 27 1890. and recorded among the Land Records of Carroll County in Liber W.M.H. No 71 folio 305.

2. That said Elizabeth A. Williams intestate as aforesaid died leaving surviving her the following children and grand children viz: Alfred Williams a son. Intermarried with — Williams living in Elkin North Carolina, Kinsey Williams a son. intermarried with

Annie E. Williams of Howard County, Florence Blizzard a daughter, intermarried with John Blizzard of Howard County, Ida Barnes a daughter, intermarried with Lloyd Barnes, of Howard County, Agnes Welsh a daughter intermarried with Raymond Welsh, of Howard County, Gordon J. Williams a son, intermarried with Edith Williams of Howard County, the aforementioned persons being complainants in this suit and adults, also, Sarah E. Bell a daughter, intermarried with John Bell, of Hereford County, Maryland, Charlotte Jordan a daughter, and widow of William Jordan of Howard County, Virginia Coleman a daughter intermarried with Henry Coleman of Howard County, Francis Ann Ogg a daughter, intermarried with George Ogg, of Howard County, Eliza Smith a granddaughter, wife of Henry Smith and daughter of Eleanore Ann Benson deceased daughter of Intestate of Baltimore City, Maryland, Gertie Miller, a granddaughter and wife of Samuel Miller, and daughter of Eleanore Ann Benson deceased daughter of intestate, of Baltimore County Maryland, William Benson, John Benson, Lottie Benson and Stella Benson grand-children, and children of Eleanore Ann Benson deceased as aforesaid, of Baltimore City, Maryland, Andrew Gore a grandson and son of Emily Gore a deceased daughter of intestate of Baltimore City, Maryland, Ida Barnes a granddaughter, intermarried with Linos Barnes being a daughter of Emily Gore, a deceased daughter of said intestate, of Carroll County Maryland, May Williams a granddaughter and daughter of Laurence Williams a son of said intestate, of Carroll County Maryland, Joseph Gore, the surviving husband of said Emily Gore, of Baltimore City Maryland, and Stephen Benson the surviving husband of said Eleanore Ann Benson, of Baltimore City, Maryland.

3. That all said children and grand children of the intestate are adults except said Lottie and Stella Benson and May Williams who are infants under the age of twenty one years.

4. That said intestate died possessed of small personal property, wholly insufficient to satisfy and discharge her debts and funeral charges, your Orators do not or cannot set forth, but they believe she died without any debts and that funeral expenses are only to be provided for from said personalty, if sufficient otherwise which is chargeable upon her real Estate sought to be sold under these proceedings.

5. That the value of the Real Estate, so left by said Elizabeth A. Williams, and hereinbefore mentioned is of the value of one thousand and eight hundred dollars.

6. That said Real Estate is not susceptible of division among the parties interested, said children and grand children hereinbefore mentioned, and cannot be divided among them, said parties interested, without loss and injury to them, and that it will be necessary and to the advantage of all such parties, that said

land may be decreed, to be sold by this Court, and a division of the money arising from such sale to be made to the parties interested according to their respective rights. To the end, therefore, that said real estate may be sold by a Trustee appointed by this Court, under a decree, passed in this cause, and the proceeds of said sale distributed to said parties aforesaid, according to their respective rights, and that your orators may have such further and other relief as their case may require. May it please your Honorable Court to grant unto your Orators the Writ of Subpoena, directed against the said, Sarah E. Buck, and John E. Buck her husband of Baltimore County, Maryland, Charlotte Jordan, Virginia Coleman, and Henry Coleman her husband, Frances Amy Ann, and George Ogg her husband, and Ida Barnes and Clinton Barnes, her husband, of Carroll County, Maryland, Ella Smith and Lewis Smith her husband, William Benson, Lizzie Benson, Stella Benson, John Benson, Andrew Gore, Jacob Gore and Alethea Benson of Baltimore City, Maryland, Mollie Gibbs and Samuel Gibbs, her husband of Baltimore County, Maryland, and Mag Williams of Carroll County, Maryland, requiring them and each of them to be and appear in this Court in some certain day therein named, to answer this Bill of Complaint, and show cause if any they have why a decree ought not to pass as prayed. And as in duty bound &c.

Jas. A. G. Bond, Solicitor for Complainants.

Petition for decree for sale of real estate.

Alfred Williams and others, Plaintiffs
vs
Sarah E. Buck and others, Defendants

No. 3623 Equity.

In the Circuit Court for Baltimore County in Equity.

To the Honorable the Judges of said Court.

The Petition of Alfred Williams and others, plaintiffs in the above entitled cause, respectfully shows unto your Honors,

That the united Defendants Elsie Bozely and John Bozely her husband, parties defendants to the above entitled cause, that the said Elsie Bozely wife of John Bozely is a necessary party to the above entitled cause being a daughter of the Elizabeth Ann Benson deceased mentioned in the Bill of Complaint filed in said cause and a grand daughter and heir at law of the Elizabeth A. Williams deceased mentioned in said Bill of Complaint, whose land is sought to be sold under the Bill of Complaint aforesaid for the purpose of distribution among the heirs of the said Elizabeth A. Williams deceased. And that the said Elsie Bozely and John Bozely her husband reside in Baltimore County, Maryland, Your Petitioner. Therefore may it please Your Honors to pass an order authorizing and directing a subpoena to issue requiring the said Elsie Bozely and John Bozely her husband to be and appear in this Court on some certain day therein named to answer the Bill of Complaint filed in this cause, on 2nd day of February 1898, and to show cause, if any they have, why a decree should not be passed in accordance with the prayer of said Bill of Complaint and as in duty bound &c.

Jas. A. G. Bond
Sol. for Petitioners.

Order of Court.

Ordered this 29 day of July in the year eighteen hundred and ninety eight that the summons issue as prayed in the aforegoing petition.

Charles B. Roberts,

Petition for Summons for new Defendant.

Alfred Williams and others Plaintiffs
vs
Sarah E Bull and others Defendants

No 3623 Equity.

In the Circuit Court for Carroll County in Equity

To the Honorable the Judges of said Court.

The Petition of Alfred Williams and others plaintiffs in the above entitled case respectfully shows unto your Honors.

That Charlotte Lore a daughter of Emily Lore deceased, is a grand daughter and heir at law of Elizabeth A. Williams whose land is sought to be sold for the purpose of partition and distribution among the heirs of the said Elizabeth A. Williams deceased, that they omitted to make said Charlotte Lore a party defendant to the above entitled cause, who as one of the heirs of the said Elizabeth A. Williams deceased, is a necessary party to this cause; and that the said Charlotte Lore, is an infant under the age of twenty one years and resides in Baltimore County Maryland.

Your Petitioners therefore pray your Honorable Court to pass an order authorizing and directing a summons to be issued requiring the said Charlotte Lore infant, to be and appear in this Court on some certain day to be therein named to answer the Bill of Complaint filed in this Cause on the 2nd day of February 1898, and to show cause, if any she have why a decree should not be passed in accordance with the prayer of said Bill of Complaint, and as in duty bound etc,

Geo. L. Bond. Sol for Plaintiffs.

Order of Court.

Ordered this 26 day of August 1898. that the summons issue as prayed in the aforegoing Petition.

Charles B. Roberts,

Answer of Adult Defendants,

Alfred Williams and others Plaintiffs
vs
Sarah E. Bull and others Defendants

No 3623 Equity,

In the Circuit Court for Carroll County in Equity,

To the Honorable the Judges of said Court.

The joint and several answer of Sarah E. Bull and John Bull her husband Charlotte Jordan, Virginia Coleman and Helen Coleman her husband, Frances Ann Ogg and George Ogg her husband, Ella Smith and Lorin Smith her husband, Mazie Ishler and Samuel Ishler her husband, William Benson, John Benson, Andrew Lore, Jacob Lore, Stephen

Benson, Elsie Bozley and John Bozley her husband, Ida Barnes and Elmer Barnes her husband, other defendants, in this cause to the Bill of Complaint of Alfred Williams and others, exhibited against them and others in this Court for answer to said Bill, say that they admit the several matters and allegations in said Bill to be true, as therein stated, and they consent to the passage of a decree as in said Bill prayed. And as in duty bound, they pray to be hence dismissed with their Costs in this behalf sustained.

Isaac L. Hoff Attorney for above named Defendants,

Infants Answer by Guardian ad litem.

Alfred Williams and others Plaintiffs
vs
Sarah E. Bell and others Defendants,

No 3623 Equity,
In the Circuit Court for Garrett County.
To the Honorable the Judges of said Court,

The joint and several answer of Isaac L. Hoff Guardian ad litem duly appointed by order of this Court to the Bill of Complaint of Alfred Williams and others against them and others in this Court exhibited.

The Defendants being infants cannot admit any of the matters and things in said Bill alleged, and submit their rights thereunder to the protection of this Court. And as in duty bound &c

Isaac L. Hoff Guardian ad litem,

Examination taken of Evidence.

Alfred Williams and others Plaintiffs
vs
Sarah E. Bell et al Defendants

No 3623 Equity,
In the Circuit Court for Garrett County sitting in Equity,
To the Honorable the Judges of said Court,

I Michael E. Walsh, one of the Solicitors & Examiners in Equity for said Court, respectfully certify and return that at the request of the Solicitor for the Complainants and in pursuance of and Order of said Court dated September 7th 1898, and in accordance with the agreement of the Solicitors for the respective parties and the Guardian ad litem, I did upon September 8th A.D. 1898, at my office in Westminster Carroll County State of Maryland as the time and place of taking testimony for the Complainants in said Cause of which all parties had due notice in presence of J. H. Bond Esq Solicitor for Plaintiffs and Isaac L. Hoff Esq for the defendants, Nancy Williams a witness of lawful age, produced in his own behalf being duly sworn, and examined Viva Voce, to interrogatories duly filed & Sworn by the Solicitor for the Plaintiffs, deposes and says as follows,

My name is Nancy Williams. I am 48 years of age, I live at Lonaconing in Garrett County Maryland.

I know all the parties to this Cause, Plaintiffs and Defendants, I knew Elizabeth A. Williams, in her lifetime. She departed this life, on the 29th day of January A.D. 1898. She died intestate. (continued) leaving a Will, and died seized and possessed of certain Real Estate,

situate in Carroll County, Maryland, containing 89 acres 2 roods 24 perches of land more or less, which she obtained in her lifetime from George Baker and Anne Baker his wife by deed dated Feb. 2 A.D. 1874, and recorded in one of the Land Records of Carroll County in Liber J.W.B. No. 2 folio 270&c, & unmarried by her deed to Joshua H. Edmondson, by deed dated March 27 A.D. 1890, and recorded among the Land Records of said County in Liber W.M.H. No. 70 folio 305 &c

Harriet Elizabeth A. Williams and the widow of William Williams, and died leaving surviving her the following children and grandchildren namely,

Albert Williams a son, intermarried with Mary Williams living at Elkton, North Carolina, aged 58 years,

Henry Williams a son, now residing intermarried with Anna E. Williams of Carroll County Maryland

Florence Bligard a daughter intermarried with John Bligard of Carroll County Maryland,

Ada Barnes a daughter intermarried with Alex J. Barnes of Carroll Co. Md.

Agnes Welsh a daughter intermarried with Seymour Welsh of Carroll Co. Md.

Andrew J. Williams a son, intermarried with Edith Williams of Carroll County Md.

All of whom are of lawful age in this cause

Mary Sarah E. Bell, a daughter intermarried with John Bell of Howard Co. Md.

Charlotte Jordan a daughter, widow of William Jordan of Carroll Co. Md.

Virginia Coleman a daughter intermarried with Wm. Coleman of Carroll County Maryland.

Frances M. Clegg a daughter intermarried with George Clegg of Carroll County of Maryland

Ella Smith a granddaughter, wife of Harry Smith and daughter of Florence A. Benson a deceased daughter of the said Intestate, of Baltimore City Md.

Mary Ahler a granddaughter, and wife of Samuel Ahler and a daughter of Eleanor A. Benson a deceased daughter of the said Intestate, of Baltimore County Md.

William Benson, Lottie Benson, John Benson, and Stella Benson, Grandchildren and Children of Eleanor A. Benson, deceased aforesaid of Baltimore City Maryland,

Andrew Gore, a Grandson, and son of Emily Gore, a deceased daughter of said Intestate, of Baltimore City Maryland,

Ida Barnes, a granddaughter intermarried with Amos Barnes, a daughter of Emily Gore, a deceased daughter of said Intestate of Carroll County Md.

Mary Williams a granddaughter and a daughter of Bureagard Williams a son of said Intestate of Orange Co. Va.

Joseph Gore, the surviving husband of Emily Gore, died of Baltimore City Md.

Stephen Benson the surviving husband of Eleanor A. Benson, died of Baltimore City Md.

Elsie Bosley wife of Wm. Bosley, a daughter of said Eleanor died Benson deceased of Baltimore City Maryland.

Charlotte Gore a daughter of Emily Gore deceased, a granddaughter and sister law of Elizabeth A. Williams deceased.

That all said Children and Grandchildren are adults except Lottie Benson, Stella Benson, May Williams & Charlotte Gore, who are infants under 21 years of age.

That the value of the Real Estate left by said Elizabeth A. Williams

deceased is about from $800. to $1000. And the same is not susceptible of division among the parties interested and heirs at law on account of the number of said heirs, and the same cannot be divided among the parties interested without loss and injury to them. It will be necessary and to the advantage of all parties interest. Therefore said land sold by a decree of said Court, and a division of the money arising from said sale, ordered among them according to their respective interest and rights therein. That on account of the number of heirs a division in kind would be impossible. Examination concluded. The General interrogatory was put to the Defendant. Do you know or can you state any other Matter or thing which may be of benefit or advantage to the parties to this cause, or either of them, or which may be material to the subject of this your examination or the matters in question between the parties, If yes. state the same fully and at large in your answer. — I do not.

Witness Michael E Walsh. Kinsey Williams

William H Dribbey a witness of lawful age, produced on the part of the plaintiffs being sworn in due form of law: and examined bird bree to interrogatories only propounded to him by the Solicitor for the plaintiffs deposes and says as follows,

My name is William H. Dribbey, I am 55 years of age, I reside at Westminster Carroll County Maryland

I know all the parties to this cause, Plaintiffs and Defendants I knew Elizabeth A. Williams in her lifetime. She departed this life on the 29 day of January A.D. 1898. She died intestate and seized and possessed of certain Real Estate, situate in Carroll County Maryland containing 98 Acres. 2 roods and 24 perches more or less which she obtained by her last will and testament of George Barber dec'd from Barber his wife by deed dated February 2nd A.D. 1874. And recorded in Liber of the Land Records of Carroll County. in Liber J.B.B. No 3 — folio 270 &c. Thereafter by sale made by her to John A. Edmondson by deed dated March 27 A.D. 1878 and recorded among the Land Records of said County in Liber W.A.N. No 70 folio 305 &c. That said Elizabeth A. Williams was the widow of William Williams and died leaving surviving her the following Children and grand children named Ellen Williams a son, intermarried with Kinsey Williams living at Ethiopia North Carolina, aged 58 years.

Kinsey Williams a son, intermarried with Ann E. Williams of Cardell County Maryland.

Florence Blizzard a daughter intermarried with John Blizzard of Cardell Co. Md.

Ada Barnes a daughter, intermarried with Lloyd Barnes of Cardell County Md.

Agnes Welsh a daughter intermarried with Bernard Welsh of Cardell County Md.

Andrew J Williams a son, intermarried with Edith Williams of Carroll County Md.
All of whom are plaintiffs in this cause
Alley. Sarah E Bell a daughter intermarried with John Bell of Hanford County Ohio
Charlotte Jones a daughter, widow of William Jordan of Carroll County Md.
Virginia Coleman a daughter intermarried with Hemp Coleman of Carroll County Md.
Francis M Ogg a daughter intermarried with George Ogg of Carroll County Md.
Ella Smith a Grand daughter, wife of Lewis Smith and daughter of Eleanor
A. Benson, a deceased daughter of said Intestate of Baltimore City Md.
Molly Ashler, a Grand daughter, and wife of Samuel Ashler and daughter of Eleanor
A Benson, a deceased daughter of said Intestate of Baltimore Co. Md.
William Benson, John Benson, Hattie Benson, and Stella Benson, Grand Children
and children of Eleanor A. Benson a deceased daughter, as aforesaid of
Baltimore City Md,
Andrew Lore, a Grandson, and son of Emily Lore, a deceased daughter
of said intestate of Baltimore City Maryland.
Ida Barnes a Grand daughter intermarried with Amos Barnes a daughter of Emily
Lore a deceased daughter of said Intestate, of Carroll County Md.
Mary Williams a Grand Daughter, and a daughter of Beauregard Williams a son
of said Intestate, of Carroll Co. Md,
Joseph Lore, the surviving husband of Emily Lore of Baltimore City Md.
Stephen Benson, the surviving husband of Eleanor A. Benson deceased of Baltimore City Md.
Elsie Bailey wife of John Bailey, a daughter of said Eleanor A. Benson, deceased, of
Baltimore City Maryland.
Charlotte Lore, a daughter of Emily Lore deceased a Grand daughter and
heir at law of Elizabeth A. Williams deceased.
That all said Children and Grand Children are of ages above the
age of 21 years, of age except, Hattie Benson, Stella Benson Mary
Williams and Charlotte Lore, who are minors under 21
years of age. That the value of the Real Estate left by said
Elizabeth A. Williams is about $800 to $1000. and the
same is not susceptible of division among the parties inter-
ested and heirs at law on account of the number of heirs
and the same cannot be divided among the parties, interested
without loss or injury to them. It would be necessary and
to the advantage of all parties interested to have said lands sold
by a decree of said Court, and a division of the money arising from
said sale divided among them according to their respective interests
and rights therein, on account of the number of heirs, and a divi-
sion in kind would be impossible.
Examination Concluded. The general Interrogatory put to the Defendant.
2. Do you know or can you state any other matter or thing which
may be of benefit or advantage to the parties to this cause, or other-
wise or which may be material to the subject of this your ex-
amination or the matters in question between the parties? Says,

State the same fully and at large in your answer. A. 2 do not.

Witness Michael E Walsh Examined. Wm H. Lindsay

To the Honorable the Judges of said Court.

There being no further time asked for the production of evidence, and no other witness offered, to be examined at the request of the solicitor for the plaintiffs & close the taking of testimony and hereupon returns to your Honorable Court the foregoing depositions, Duly Confirmed and sealed this 9th day of September A.D. 1898.

Michael E. Walsh. Clerk Examiner.

Agreement for Decree.

Alfred Williams and others Plaintiffs vs Sarah E. Bull and others Defendants } No 3623 Equity

In the Circuit Court for Baltimore County In Equity.

To the Honorable the Judges of said Court.

The above cause standing ready for hearing

It is hereby agreed this 9th day of September 1898.

that the same be submitted to your Honorable Court, for the passage of an immediate decree therein, Jno. H. Bond Randolph Neal Counsel Attorneys for Plaintiffs.

Isaac D. Hoff, Attorney for Infant Defendants

Isaac D. Hoff, Guardian ad litem for Infant Defendants,

Decree,

Alfred Williams and others Plaintiffs. vs Sarah E. Bull and others Defendants } In the Circuit Court for Baltimore County, Sitting as a Court of Equity. No 3623 Equity

The above cause standing ready for hearing, and being submitted without argument upon agreement & Consent, and the Testimony and all other proceedings taken by the Commissioner and Examiner, It is thereupon this 9th day of September, in the year eighteen hundred and ninety eight by the Circuit Court for Baltimore County, sitting as a Court of Equity, Adjudged Ordered and decreed, That the Real Estate mentioned in the proceedings in this cause be sold, and that Ramsay Williams of Baltimore County, Maryland be and he is hereby appointed Trustee to make said sale and that the cause and manner of his proceedings shall be as follows, He shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and sufficient sureties to be approved by this Court or by the Clerk thereof in the penalty of two thousand dollars conditioned for the faithful performance of the trust reposed in him by this decree, and as may be imposed in him by any future decree or order in the premises, he shall then proceed to make the said sale, having given at least three weeks notice by advertisement inserted in some newspaper published in Carroll County, and by such other mode

25×10
32×10
25×10

as he shall think best as to the time place and terms of sale. which shall be as follows Viz: One third part of the purchase money shall be paid by the purchaser or purchasers to the Trustee on the day of sale, or upon the ratification thereof by this Court. and the residue shall be paid in two equal payments, the one to be paid in 6 Mos. and the other in 12 Mos. from the day of sale with interest, said to be secured by the notes of the purchasers or purchaser, with security to be approved of by the Trustee. Or sale cash at the option of the purchaser. and as soon as may be convenient after any such sale or sales the said Trustee shall return to this Court a full and particular account of his proceedings relative thereto with an affidavit annexed of the truth thereof and of the fairness of said sale and an obtaining the Courts ratification of the sale, and on the payment of the whole purchase money (and not before) the said Trustee shall execute a good and sufficient deed to be executed and acknowledged, and recorded, according to law, convey to the purchaser or purchasers, his her or their heirs, the property and estate, to him her or them sold free clear and discharged of all claim of the parties hereto, complainants and defendants, and those claiming by from or under them or either of them, and the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the costs of this suit, the expenses of said sale, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill attention and fidelity wherewith he shall appear to have discharged his trust.

Charles B. Roberts,

Trustee's Bond,

Ex. S. R. Stamp 50 ¢

Know all men by these presents that we Henry Williams and Jas. A. G. Bond, both of Cecil County in the State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of two thousand dollars, current money, to be paid to the said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us our and each of our heirs executors and administrators jointly and severally, firmly by these presents, sealed with our seals and dated this 13th day of September in the year of our Lord one thousand eight hundred and ninety eight. Whereas by a decree of the Circuit Court for Cecil County as a Court of Equity sitting bearing date the 9th day of September, in the year eighteen hundred and ninety eight duly passed in a cause in the said Court wherein Alfred Williams et als are complainants and Sarah E. Bull et als are defendants, the above bound Henry Williams was duly appointed Trustee to make sale of certain Real Estate in the proceedings in said cause mentioned. Now the condition of the above obligation is such that if the above bound Henry Williams do and shall well and faithfully perform the trust reposed in him by said decree or that-

may be served on him by any further decree or Order of said Court in the premises than the above obligation, & be void and of no effect, otherwise to remain in full force and virtue in law.
Signed Sealed and delivered
in the presence of Barnes Wade Parke
The above Bond is approved this 26th day of September 1898.
(U.S.D.A. Seal up 109)

Henry Williams (SEAL)
Jas. H. Bond (SEAL)
Jas. H. Billingsley. Clerk

Report of Sale.

Alfred Williams and others
Plaintiffs
vs
Sarah E. Bullock & others
Defendants

No 3625 Equity.
In the Circuit Court for Cecil County in Equity.

To the Honorable the Judges of said Court.
The report of Henry Williams Trustee appointed by a decree of this Court in the above entitled Cause, dated September 1st 1898, to make sale of the Real Estate mentioned in these proceedings and in said decree respectfully shows, That after giving Bond with security for the faithful performance of his trust, and after having complied with all the other pre-requisites of law and said decree, and giving notice of the time place manner and terms of sale, by advertisement in the Democratic Advocate, a weekly newspaper published in Cecilton Cecil County Maryland, for at least three weeks prior to the day of sale, he did, pursuant to said notice attend on the premises on the 8th day of October 1898 at 1 o'clock P.M. and then and there proceeded to sell said real estate, hereinafter mentioned at public sale to the highest bidder, but your Trustee receiving no adequate bid therefor withdrew the same & the same at private sale, only six dollars per acre having been offered therefor.
Your Trustee further reports, That he has since sold at private sale, to Marcella M. Wilhide of Cecil County, Maryland, for and for the sum of $775.00 all that lot or parcel of land lying and being in Cecil County Maryland, containing eighty six acres, two roods and twenty perches of land more or less, it being the same lot or parcel of land, that Elizabeth A. Williams widow of George Boulden and wife, by deed bearing date Feb. 2nd 1877 and recorded among the Land Records of Cecil County in Liber J.B.S. No 43, folio 276 &c, having and by virtue of the power vested in the said Elizabeth A. Williams in her lifetime by Wm. H. Edmondson by deed dated March 27 1890 and recorded as aforesaid in Liber W.N.H. No 71 folio 305 &c. Your Trustee further reports that he believes said sum of $775.00 the best price obtainable for said lot or parcel of land, and that said purchaser has elected to pay the purchase money in cash upon the ratification of said sale by your Honorable Court.
All of which is respectfully submitted.
Henry Williams.
Trustee.
Bond & Parke
Counsel

State of Maryland Carroll County to wit:

I hereby certify that on this twenty eight day of October 1878 before the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County aforesaid personally appeared Emory Williams the Trustee named in the foregoing report of sale, and made oath in due form of law, that the matters and things set forth in the foregoing report are true as therein stated, to the best of his knowledge and belief and that said sale was fairly made.

William H. Baer, J.P.

Order nisi on sale.

Alfred Williams and others Plaintiffs
vs
Sarah E. Bull and others Defendants

No 3623 Equity.

In the Circuit Court for Carroll County in Equity.

Ordered this 27 day of October 1878. by the Circuit Court for Carroll County in Equity, That the sale of the property mentioned in these proceedings, made and reported by Emory Williams Trustee be ratified and confirmed unless cause to the contrary thereof be shown on or before the 28 day of November next: provided a copy of this order be inserted in some newspaper published in Carroll County once in each of three successive weeks before the 2 day of November next. The report states the amount of sales to be $1775.00

Jas. H. Billingslea. Clerk.

Certified Copy

Westminster Md. December 2 nd 1878.

We hereby certify that the annexed Order nisi on sale was published once in each of three successive weeks prior to the second day of November 1878 in The Democratic Advocate, a newspaper published in Carroll County Md.

Vandeford Bros.
Editors and Publishers.

Order ratifying Sale.

Alfred Williams & others Plaintiffs
vs
Sarah E. Bull & others Defendants

No 3623 Equity.

In the Circuit Court for Carroll County in Equity.

Ordered this 2 day of December 1878 by the Circuit Court for Carroll County in Equity: That the report of sale made in the above entitled cause by Emory Williams Trustee therein be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although due notice ordered in said report of sale. And the duties and proceedings in this cause are hereby referred to the Auditor of this Court to state an account of the Trust fund therein, And said Auditor is directed to allow in said account to said Trustee the usual commissions and such proper costs and expenses as he shall produce sufficient vouchers therefor.

J. Thomas Jones.

Audit

Alfred Williams and others Complts vs Sarah E. Bull and others Defendants } No 3623 Equity.

In the Circuit Court for Carroll County

In Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court passed in this Cause, he examined the papers filed in the Cause, and therefrom stated the written Account as follows, He charged the Trustee with all the Trust funds in his hands Dr. $1775, and thereon allowed him his commissions and expenses, and all Costs properly allowed. The balance of Trust fund then left Dr. $502,50 he distributed among the children and grand children heirs at law of Elizabeth A. Williams deceased & stated.

All of which is respectfully submitted,

1899. January 6th. Jno. F. Baumgartner Auditor.

The Real Estate of Elizabeth A. Williams deceased

In Account with Ramsey Williams Trustee.

	Debtor		
1898. October	By Sale of the Real Estate then made by the Trustee at private Sale, of Parcel A. Wilhide as appears by his Report filed in this Cause, Oct. 27 1898. amounting-Debtor thereof.		$1775. 00
	Credit.		
	To the Trustee for his commissions	$ 47.	75
	To the Trustee amount paid P. A. Gorsuch for Auctioneering Sale See Voucher No 1 filed	5.	00
	To the Trustee do pd Vandeford Bros for printing See Voucher No 2 filed.	12.	00
	To the Trustee do pd John L. Hoffman Coll. Taxes for 1898 See Voucher No 3 filed	6.	47
	To the Trustee do pd James A. C. Bond Solicitor for services rendered See Voucher No 4 filed.	100.	00
	Costs & Testimony Evidence.		
	To Michael E. Walsh Examiner,	4.	00
	To William H. Lindsay Do		75
	To Irvin L. Hook Stenographer ad Litem	4.	00
	Costs as Taxed by the Clerk.		
	To Jas A. C. Bond Solicitor appearance fee.	10.	00
	To Jno. D. Billingslea Clerk,	42.	90
	To Ephraim Davis Sheriff	3.	20
	To A. N. Patterson Sheriff of Frederick County		80
	To Joshua T. White Sheriff of Baltimore County	1.	60

To Wm. J. Brayshe Sheriff Harford County		26
To E. M. Hoffman Sheriff Baltimore City.		7. 17
Defendants Costs.		
To Isaac L. Hoff. Solicitor appearance fee		10. 00
To Jas. H. Billingsley Clerk.		1. 60
To Publication Order nisi as this account.		1. 50
To Wm. J. Baumgartner Auditor. Examination of Papers & Stating this Account &c.		15. 50
Amount of Expenses.		272. 50
Balance for Distribution		502. 50
Amount of Sales Real.		775. 00
Balance for distribution brought forward and distributed among the Children and Grand Children heirs at law of said Elizabeth A. Williams deceased Intestate as follows to wit:		502. 50
To Alfred Williams a son heir at law of said Intestate 1/13.	38.	65 3/13
To Henry Williams a son heir at law of said Intestate. 1/13.	38.	65 3/13
To Rosina Blizzard wife of John Blizzard a daughter heir at law of said Intestate 1/13.	38.	65 3/13
To Ida Barnes wife of Lloyd Barnes. a daughter heir at law of said Intestate 1/13.	38.	65 3/13
To Agnes Welsh wife of Thomas Welsh a daughter heir at law of said Intestate 1/13.	38.	65 3/13
To Andrew J. Williams a son heir at law of said Intestate 1/13.	38.	65 3/13
To Agnes E. Bull wife of John Bull a daughter heir at law of said Intestate 1/13	38.	65 3/13
To Charlotte Jordan widow of William Jordan a daughter heir at law of said Intestate 1/13.	38.	65 3/13
To Virginia Coleman wife of Henry Coleman a daughter heir at law of said Intestate 1/13	38.	65 3/13
To Frances Ann Agg wife of George Agg a daughter heir at law of said Intestate 1/13.	38.	65 3/13
To Ella Smith wife of Lewis Smith a grand daughter heir at law of said Intestate 1/78 of 1/13.	5	52 15/91
To Mollie Acker wife of Samuel Acker a grand daughter heir at law of said Intestate 1/78 of 1/13	5.	52 15/91
To William Benson a Grandson heir at law of said Intestate 1/78 of 1/13	5.	52 15/91
To John Benson a Grandson heir at law of said Intestate 1/78 of 1/13	5.	52 15/91

To Bettie Benson, a Grand Daughter, heir at Law of said Ledestate,	1/70 of 1/13.	5.	52 15/91	
To Stella Benson a Grand Daughter heir at Law of said Ledestate	1/70 of 1/13.	5.	52 15/91	
To Elsie Bazley wife of John Bazley, a Grand daughter heir at Law of said Ledestate	1/70 of 1/13.	5.	52 15/91	
To Alice Rogers, a Granddaughter heir at Law of said Ledestate	1/3 of 1/13	12.	88 6/13	
To Ada Barnes wife of Amos Barnes a Grand daughter heir at Law of said Ledestate	1/3 of 1/13	12.	88 6/13	
To Charlotte Lore, a Grand Daughter, heir at Law of said Ledestate	1/3 of 1/13	12.	88 6/13	
To May Williams a Grand Daughter heir at Law of said Ledestate.	1/3 of 1/13	38.	65 3/13	x x x x x
		$302.	30	$302. 30

Order nisi on Account,

Alfred Williams and others Plaintiffs
vs
Sarah E. Bell and others Defendants

No 3623 Equity.

In the Circuit Court for Lancaster County.

Ordered this 6th day of January A.D. 1899 that the Account of the Executor filed in this cause be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of January inst. Provided a copy of this order be inserted for two successive weeks before the last named day in some newspaper published in Lancaster County.

Jas. D. Billingsley, Clerk,

Printers Certificate of Publication of Order nisi on Account filed Jany 30 1899.

Order ratifying Account,

Alfred Williams and others Plaintiffs
vs
Sarah E. Bell and others Defendants

No 3623 Equity,

In the Circuit Court for Lancaster County

In Equity,

Ordered this 31 day of January, 1899. by the Circuit Court for Lancaster County in Equity, that the foregoing Account of the Executor filed in this Cause be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although due notice of same has been given in accordance with the foregoing order nisi, And the Executee in said Cause is hereby directed to pay over the amount found accordingly,

Charles B. Roberts,

Recorded R E & J

Jas. D. Billingsley, Clerk,

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House, in the City of Westminster, in Carroll County in the State of Maryland, on the first monday in January it being the 2nd day of the same Month, in the Year of our Lord, One Thousand eight hundred and ninety nine.

Hon. Present.

The Hon. Charles B. Roberts, Chief Judge.

Ephraim Hamer, Esq. Sheriff.

Jas. H. Billingslea, Clerk.

Among other were the following proceedings Viz:

Be it remembered that heretofore Viz: On the 24th day of June A.D. 1898, Maggie J. Tawney, by her husband and next friend James S. Tawney Jr, by Frank Long Esq. their Attorney, came here into Court sitting as a Court of Equity, & file their Bill of Complaint which upon its being read and considered is filed which Bill of Complaint is in the words and figures Viz:

To the Circuit Court for Carroll County sitting as a Court of Equity.

To the Honorable the Judges of said Court

Your Orator Complaining says,

That John J. Shriner late of Carroll County Maryland deceased, was in his lifetime seized and possessed of a Tract or parcel of Land situate and lying in said County called "The Addition to Brooks Discovery or the Rich Lands" containing one acre and ten perches of land more or less, the Original Deed of which is filed herewith as part hereof and marked Exhibit A.

Maggie J. Tawney by her husband and next friend James S. Tawney Jr.

vs

Bettie M. Shriner and William J. Shriner her husband, Mary Etter and Harry Etter her husband, Louisa C. Shriner and James H. Washaar, Addie V. Washaar, Willie B. Washaar, James B. Washaar and Edith B. Washaar infants defendants.

2 That being so seized and possessed the said John J. Shriner departed this life on or about the 24th day of November 1896 intestate leaving surviving him a widow who has since departed this life on or about the 27th day of April 1898, and also leaving the following children surviving him as his heirs at law.

3. Your Orator Maggie J. Shriner who is intermarried with James S. Tawney Jr. Bettie M. Shriner who is intermarried with William J. Shriner aforesaid both residents of Carroll County, and all of whom are adults above the age of twenty one years. Mary Shriner who is intermarried with Harry Etter, and Louisa C. Shriner all of whom reside in Baltimore City Maryland and all of whom are adults above the age of twenty one years. Annie S. Shriner who intermarried with James H. Washaar but has

since said marriage departed this life about a year ago leaving surviving her husband
who is of full age and resides in said County, and the following children viz: Willie S.
Washear, James B. Washear, and Edia B. G. Washear, all of whom reside in Carroll
County aforesaid and all of whom are infants under the age of twenty one years,
4. That the value of the Real Estate, so left by said John T. Shriner, and hereinbefore
mentioned is of the value between three hundred and five hundred dollars
5 That said Real Estate is not susceptible of division among the parties inter-
ested, hereinbefore mentioned, and cannot be divided among them, said
parties interested, without loss and injury to them, and that it will be
necessary and to the advantage of all the parties that said land be
decreed to be sold by the Trustee, and the division of the money arising from
such sale to be made to the parties interested according to their respective rights,
To the end therefore
That said Real Estate may be sold by a Trustee, appointed by this Court
under a decree passed in this Cause, and the proceeds of said sale distributed
to said parties aforesaid according to their respective rights.
~~To the end aforesaid~~ That your Orator may have such other and further relief
as his case may require. May it please your Honor to grant unto your Orator
the writ of subpoena directed to the said Hettie H. Stonesifer and William L. Stonesifer
her husband, and James B. Washear adults above the age of twenty one years, Willie
S. Washear, James B. Washear, and Edia B. G. Washear infants under the age of twenty
one years, all of whom reside in Carroll County in the State of Maryland, and
also the writ of subpoena directed to the said Mary Potter and Henry
Potter her husband and Louisa C. Shriner adults above the age of twenty
one years, and all of whom reside in Baltimore City, Maryland, commanding
them and each of them to be and appear either in person or by Solicitor in this
Court on or before a certain day to be named therein to wit, to answer the
premises and to show Cause if any they have why a decree ought
not to be passed as prayed, and as in duty bound your Orator
will ever pray &c.

J. Frank Young
Sol for Plaintiff

Exhibit A, Is the Original deed from Andrew McKinney Trustee to
John T. Shriner dated November 26 1873, for 12 a 1 r 10 ps, which deed
is recorded among the Land Records of Carroll County in Liber
J.W.S. No 43 folio 300 &c,
And Exhibit B. Is a Certified Copy of same deed,

Petition to Make Deed Defendants.

No 3645 Equity.

Maggie J. Tawney by her husband and Next Friend James T. Tawney Jr. Plaintiffs

vs

Hettie H. Stonesifer and William L. Stonesifer her husband et al Defendants

In the Circuit Court for Baltimore County, Sitting in Equity.

To the Honorable Judges of said Court.

The Petition of Maggie J. Tawney by her husband and Next Friend James T. Tawney Jr. Complainant in the above entitled cause

respectfully shows That since filing the above Bill of Complaint she has discovered that Annie S. Skinner deceased who had intermarried with James H. ~~Beckham~~ Skinner as mentioned in said Bill of Complaint, left surviving her another daughter who was not mentioned in said Bill of Complaint namely Blanche who has since intermarried with Birnie C. Crabbs. That the said Blanche is an infant under the age of twenty one years, and her husband is an adult above the age of twenty one years. And both reside in Carroll County.

Your Petitioner therefore prays your Honorable Court to make the said Blanche Crabbs and Birnie C. Crabbs her husband parties defendants to the above entitled cause, and to grant the Writ of subpoena directed to them, commanding them and each of them to be and appear either in person or by Solicitor in this Court on or before a certain day to be named therein to answer the premises and to show cause, if any they have why a decree ought not to be passed as prayed. And that she will ever pray &c.

J. Frank Long. Solicitor for Plaintiff

State of Maryland Carroll County, Sct.

I hereby certify That on this 18 day of July in the year 1898, before me the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County, personally appeared J. Frank Long, Solicitor and made oath in due form of law that the matters and facts stated in the foregoing Petition are true as therein set forth to the best of his knowledge and belief.

John H. Gingrich. J.P.

Order of Court.

The foregoing Petition having been read and considered. It is thereupon this 19 day of July 1898, that Blanche Crabbs and Birnie C. Crabbs her husband parties mentioned in the foregoing Petition be and they are hereby made parties defendants to the Bill of Complaint in the above entitled cause, and that a Writ of subpoena be issued directed to them commanding them and each of them to be and appear either in person or by Solicitor in person or by Solicitor in this Court on or before the 27th day of July next to answer the premises and to show cause, if any they have why a decree ought not to be passed as prayed.

Charles B. Roberts.

Answer of Louisa C. Skinner

Maggie S. Tawney by her husband and next friend James T. Tawney Jr. vs. Mattie C. Stonesifer et al

No 3645 Equity.

In the Circuit Court for Carroll County. Sitting in Equity.

To the Honorable the Judges of said Court.

The Answer of Louisa C. Skinner to the Bill of Complaint in the above entitled cause against her and others exhibited respectfully shows

First She admits the matters and facts set forth in the Bill of Complaint to be true as therein stated, and she hereby consents to the immediate passage of a decree for the sale of the land therein

prays Dobe sold, and prays Dobe hence dismissed with her reasonable costs in this behalf sustained
And she will ever pray &c
Witness Lester M. Immendinger
Lester Turner
Louisa C. Skinner.

Amanda Mary Potter Hans,

Maggie D. Tawney by her husband and Next friend James T. Tawney Jr.
vs
Mattie M. Stonesifer et al

No 3645 Equity.
In the Circuit Court for Carroll County. Sitting in Equity.
To the Honorable the Judges of said Court.

The Answer of Mary Potter and Harry Potter her husband to the Bill of Complaint in the above entitled cause, against them and others exhibited, respectfully shows,
That they admit the matters and facts set forth in the Bill of Complaint to be true as therein stated, and they hereby consent to the immediate passage of a decree for the sale of the land therein prayed to be sold, and pray to be hence dismissed with their reasonable costs in this behalf sustained.
And they will ever pray &c.
Witness George M. Dielmer.

Harry D. Potter
Mrs Mary Potter.

Answer of Cancer Defendants.

Maggie D. Tawney by her husband and Next friend James T. Tawney Jr.
vs
Mattie M. Stonesifer et al

No 3645 Equity.
In the Circuit Court for Carroll County, sitting in Equity.
To the Honorable the Judges of said Court.

The joint and separate Answer of Mattie M. Stonesifer and William S. Stonesifer her husband, Mary Potter and Harry Potter her husband, Louisa C. Skinner and James H. Weishaar and Birnie C. Shubbs, to the Bill of Complaint in the above entitled cause, against them and others exhibited respectfully shows,
That the said Mattie M. Stonesifer and William S. Stonesifer her husband, Mary Potter and Harry Potter her husband, Louisa C. Skinner, James H. Weishaar and Birnie C. Shubbs, hereby admit the matters and facts set forth in said Bill of Complaint to be true as therein stated, and they hereby consent to the passage of an immediate decree by your Honorable Court for the sale of the land in said Bill mentioned for the purpose therein prayed for, and pray to be hence dismissed with their reasonable costs in this behalf sustained
Charles E. Fink Solicitor.

Defendants Answers,

Maggie D. Tawney by her husband and Next Friend James T. Tawney Jr.
vs
Mattie M. Stonesifer et al

No 3645 Equity.
In the Circuit Court for Carroll County Sitting in Equity.

The joint and several answers of Willie F. Weishaar James B. Weishaar Edna B. Weishaar and Blanche Crabbs by R. A. Breech, Guardian ad Litem duly appointed by the Order of this Court. To the Bill of Complaint of Maggie J. Tawney against them and others in this Court exhibited These Defendants being infants cannot admit any of the matters and things in said Bill set forth. And submit their rights thereunder To the protection of this Court.

R. A. Breech
Guardian ad Litem,

Agreement to submit Cause for final Decree.

Maggie J. Tawney by her husband and next friend James L. Tawney Jr.
vs
Hettie M. Stonesifer et al

Same is hereby submitted for final decision and Decree.

Louisa C. Skinner
Mary E. Potter.
Henry D. Potter.
Charles E. Fink all for certain adult Defendants
R. A. Breech Guardian ad Litem
for the Infant Defendants.
J. Frank Long Sol for Plaintiff.

Decree.

Maggie J. Tawney by her husband &c.
vs
Hettie M. Stonesifer et al

In the Circuit Court for Carroll County.
Sitting as a Court of Equity.
No 3645 Equity.

The above cause standing ready for hearing and being submitted by the Solicitors for the respective parties upon the Bill, Exhibits and answers, and the other proceedings were by the Court read and considered, It is thereupon this 17th day of October in the year eighteen hundred and ninety eight by the Circuit Court for Carroll County sitting as a Court of Equity, Adjudged Ordered and Decreed, that the Real Estate mentioned in these proceedings be sold, and that J. Frank Long, be and he is hereby appointed Trustee to make said sale, and that the terms and manner of this proceedings shall be as follows, He shall first give with the Clerk of this Court a Bond to the State of Maryland executed by himself and sureties or sureties to be approved by this Court or by the Clerk thereof in the penalty of seven thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises, he shall then proceed to make the said sale, having given at least three weeks notice by advertisement inserted in some newspaper published in Carroll County, and by such other mode as he shall think proper of the time, place and

terms of sale which shall be as follows to wit: One third part of the purchase money shall be paid by the purchaser or purchasers to the trustee on the day of sale or upon the ratification thereof by this Court. And the residue shall be paid in two equal payments, the one to be paid in six months, and the other in twelve months, from the day of sale with interest, and to be secured by the notes of the purchaser or purchasers, with security to be approved by the Trustee or advance at option of purchaser. And as soon as may be convenient after any such sale or sales, the said Trustee, shall return to this Court one and distinct account of his proceedings relative to such sale, with the affidavits required of the purchaser, and of the payment of said sale, and on obtaining the ratification of the sale, and on the payment of the whole purchase money and not before the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his her or their heirs the property and estate so sold, free clear and discharged from all claim of the parties hereto Complainant and Defendants, and those claiming by from or under them or either of them. And the said Trustee, shall bring into this Court the money arising under said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, the expenses of said sale, and such Commission to the said Trustee as this Court shall think proper to allow in consideration of his skill attention and fidelity therewith he shall appear to have discharged his trust.

Charles B. Roberts.

Sealed & Dated.

Know all men by these presents, that we J. Bank Long, Jr. E. Walsh and Jacob H. Long, of Carroll County in the State of Maryland, are held and firmly bound unto the State of Maryland, in the just and full sum of Eleven hundred dollars, current money, to be paid to the said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated, this 18 day of October in the year of our Lord, One thousand eight hundred and sixty eight. Whereas by a decree of the Circuit Court for Carroll County, as a Court of Equity, bearing date the 17 day of October in the year, Eighteen hundred and sixty eight, and passed in a Cause in the said Court, wherein Maggie J. Devone, by her husband and next friend James T. Devone Jr. are complainants and Mattie H. Donaldson et als are defendants, the above bound J. Bank Long has been appointed Trustee to make sale of certain Real Estate, in the proceedings in said Cause mentioned. Now the condition of the above obligation is such, that if the above bound J. Bank Long do and shall well and faithfully perform the trust reposed in him by said decree, or that may be hereafter in him by any further decree made in said Court in the premises then the above obligation to be void, and of no effect, otherwise to remain in full force and virtue in law.

Signed sealed and delivered in the presence of John E Long as to Jacob M Long. R. A Leech as to M E. Walsh

J. Brunh Long. (Seal)
Michael E. Walsh (Seal)
Jacob M. Long (Seal)

The above Bond is approved this 21st day of October 1898.

Jas. H. Billingslea. Clerk.

Report of Sale.

Maggie J. Tawney et al vs Nettie M. Stonesifer et al } No 8645 Equity

In the Circuit Court for Carroll County. sitting in Equity.

To the Honorable the Judges of said Court.

The report of J. Brunh Long. Trustee appointed in the above entitled cause respectfully shows.

That being given Bond in the penalty prescribed by the decree, with security approved by the Clerk of your Honorable Court, and after having given more than twenty days notice of the time place manner and terms of sale, in the Democratic Advocate, a newspaper published in Carroll County Maryland, and by handbills extensively circulated in the vicinity of the location of the property decreed to be sold, one of which was put up at the Court House door, in said County, your Trustee in accordance with said Advertisements proceeded on Saturday the 12th day of November at the hour of 2 Oclock P.M. on the premises did then and there proceed to sell said property, your Trustee, there and then offered at Public sale to the highest bidder all that lot or parcel of land situate in the village of Longville, in Carroll County Maryland, as described in Exhibit A. filed in said Cause, and sold the same to Leola B. Hamner of Carroll County Maryland, at and for the sum of two hundred and seventy dollars, she being then and there the highest bidder therefor, your Trustee further reports that said property was offered at public sale as aforesaid upon the terms of sale prescribed by said Decree and that said purchaser has complied with the terms thereof. All of which is respectfully submitted.

J. Brunh Long. Trustee.

State of Maryland Carroll County to wit.

I hereby certify that on this 15 day of November in the year eighteen hundred and ninety eight before me the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County, personally appeared J. Brunh Long. Trustee as above mentioned and made oath in due form of law: that the matters and facts stated in the foregoing report of sale are true as therein set forth to the best of his knowledge and belief and that the sale therein reported is bona fide and was fairly made.

John M. Gingerich J.P.

Order nisi as to the Sale.

Maggie J. Tawney et al
vs
Mattie M. Stonesifer et al

No 3645. Equity.

In the Circuit Court for Carroll County. Sitting in Equity.

Ordered this 15th day of November A.D. 1898. That the sale of the property mentioned in these proceedings made and reported by J. Frank Long, Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th day of December next. Provided a copy of this order be inserted in some newspaper printed in Carroll County, once in each of three successive weeks before the 12th day of December next. The report states the amount of sale to be $270.00

Jas. H. Billingslea. Clerk.

Comptrollers Certificate.

Westminster Md. December 21st 1898.

We hereby certify that the annexed Order nisi in said cause was published once a week in each of three successive weeks prior to the twelfth day of December 1898 in The Democratic Advocate, a newspaper published in Carroll County Md.

Vandeford Bros. Editors and Publishers.

Order ratifying Sale.

Maggie J. Tawney et al
vs
Mattie M. Stonesifer et al

No 3645 Equity.

In the Circuit Court for Carroll County

sitting in Equity.

Ordered by the Court this 21st day of December A.D. 1898. That the sale of the Real Estate made and reported in the above entitled cause, by J. Frank Long, Trustee, be and the same is finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given in accordance with the preceding Order, and this case is hereby referred to the Auditor of this Court, to state the account of the Trustee in this cause.

Charles B. Roberts.

Audit.

Maggie J. Tawney et al
vs
Mattie M. Stonesifer et al

No 3645 Equity.

In the Circuit Court for Carroll County in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports that by virtue of the Order of your Honorable Court passed in this Cause, he examined the proceedings in the Cause, and therefrom states the account under as follows. He charges the Trustee with all the Real Estate in his hands to wit, $288.00 and therein allowed him his commissions and expenses and all costs improperly to be allowed. The balance of undistributed assets now left in his hands to wit $126.62 he distributes among the children and grandchildren heirs at law of John T. Stonesifer deceased intestate. All of which is respectfully submitted.

1899 January 5

Wm. J. Baumgardner Auditor.

The Real Estate of John T. Skinner deceased Intestate,
In Account with J. Frank Long Trustee.

Debtor.

1898 November 12th	By Sale of the Real Estate there Made by the Trustee to Leola B. Harner, as appears by his Report filed in this Cause November 15th 1898, amounting to the sum of	$ 270. 00
	By Amount of Rent Collected by the Trustee to the day of Sale, as appears by his Supplemental Report filed in this Cause January 5th 1899, the sum of	18. 75
	Amount of Trust Fund,	$ 288. 75

Credit.

	To the Trustee for his Commissions,	$ 20. 21
	To the Trustee & Jay Crawford Bros. for printing five Vouchers Nos	10. 75
	To the Trustee & Jay Ellis A. Davis for advertising Sale per Voucher No 2 filed	3. 00
	To the Trustee & Jay Keen Salt. Collet Stamps for 1898 as per Voucher No 3 filed	2. 62.
	To the Trustee & Jay J. Frank Long Solicitor for professional Services rendered per Voucher No 4 filed.	40. 00
	Costs of taking Evidence,	
	To Michael E. Walsh Examiner	4. 00
	To Worthington Dorsey Witness	2. 15
	To Samuel Stoner Do	1. 75
	To Joseph N. Reaver Do	2. 15
	To Ephraim Haines Sheriff	1. 35
	To R. A. Leech Guardian ad litem	4. 00
	Costs as Taxed by the Clerk,	
	To J. Frank Long Solicitor & appearance fee,	10. 00
	To Jas. H. Billingslea, Clerk,	34. 35
	To Ephraim Haines Sheriff	3. 60
	To Edmund N. Hoffman Sheriff Baltimore City Defendants Costs,	1. 20
	To Charles E. Fink Solicitor & appearance fee	10. 00
	To Jas. H. Billingslea, Clerk,	. 50
	To Publication Order & ci on this Account,	1. 50
	To Jno. J. Baumgartner auditor Examination of Papers, stating this Account &c,	2. 00
	Amount of Expenses	$ 162. 13
	Balance for distribution,	126. 62
	Amount of Trust Fund	$ 288. 75

Balance for distribution Brought forward $ 126. 62

And distributed among the Children and Heirs Claimers heirs at Law of John T. Skinner deceased Intestate as follows Viz:

To Maggie J. Tawney wife of James P. Tawney Jr. a daughter, heir at law of said Intestate.	1/5	$	25.	32 3/5	
To Mettie M. Stonesifer wife of William A. Stonesifer a daughter heir at law of said Intestate	1/5		25.	32 3/5	
To Louisa C. Shriner a daughter heir at law of said Intestate	1/5		25.	32 3/5	
To Mary Potter wife of Henry Potter a daughter heir at law of said Intestate	1/5		25.	32 3/5	
To Willie B. Weishaar a Grandson heir at law of said Intestate	1/4 of 1/5		6.	33 1/10	
To James B. Weishaar a Grandson heir at law of said Intestate	1/4 of 1/5		6.	33 1/10	
To Edna B. C. Weishaar a Grand — heir at law of said Intestate	1/4 of 1/5		6.	33 1/10	
To Blanch C. Crabbs wife of Bernie C. Crabbs a grand daughter heir at law of said Intestate	1/4 of 1/5.		6.	33 1/10	xxx xx
		$	126.	62	$ 126. 63

Order nisi.

Maggie J. Tawney et al
vs
Mettie M. Stonesifer et al

No 3645 Equity
In the Circuit Court for Carroll County
Ordered this 6th day of January A.D. 1899.
That the Account of the Auditor filed in this Cause be finally ratified and confirmed unless Cause to the Contrary thereof be shown on or before the 23rd day of January inst. provided a Copy of this Order be inserted for two successive weeks before the last named day in some newspaper published in Carroll County.

Jno. H. Billingslea. Clerk.

Order ratifying Auditor.

Maggie J. Tawney et al
vs
Mettie M. Stonesifer et al

No 3645 Equity,
In the Circuit Court for Carroll County,
Ordered this 30 day of January A.D. 1899, that the Account of the Auditor filed in this Cause be and the same is hereby finally ratified and confirmed. No Cause to the contrary thereof having been shown. Although notice as by law directed has been given in accordance with the preceding Order. And the Trustee is hereby directed to pay out to those legally entitled the Trust Funds according to their interest as may have accrued.

Charles B. Roberts.

Recorded & Ex'd

Jno. H. Billingslea. Clerk,

Continued from Chancery Record No 19 folio 83 &c

Petition of Thomas W. Ireland. &c.

John H. Hollingsworth and
Richard Hollingsworth
surviving Trustees
vs
Edward Ireland Jr.

In the Circuit Court for Carroll County -
Sitting as a Court of Equity.
No 2225 Equity.

To the Honorable the Judges of the Circuit
Court for Carroll County. Sitting as a Court of Equity.

The Petition of Thomas W. Ireland. and Fannie Ireland
his wife and George Ireland and Laura Ireland his wife of Carroll County.
Maryland. respectfully shows unto your Honors

1. That heretofore to wit: On the 18 day of March. A.D. 1865. a certain Edward
Ireland Jr. of Carroll County Maryland. did by his deed of that date. and
duly recorded among the Land Records of Carroll County in Liber J.W.S.
No 5. No 31 folio 479 &c. grant and convey unto Edward Ireland Jr. Wm H. Welch
Chas Wade and Richard Hollingsworth of Baltimore City. Maryland. and
John Hollingsworth of Carroll County aforesaid. and the survivors and
survivor of them. and the heirs and assigns of the survivor of them for
ever. certain real estate and personal property in said deed mentioned
and described In Trust. as in said deed fully and clearly set forth. for
the use and benefit of the said Edward Ireland Jr. during his natural life
and after his death in Trust to be equally divided among the five children
of the said Edward Ireland Jr. namely Your Petitioners Thomas W. Ireland
and George Ireland. and Elizabeth Lassell. and Benjamin L. Ireland
and Henry Ireland. when the youngest of them arriving at the age of
twenty one years. subject to the provisions of the said deed. as fully
appears by the Certified Copy of said deed filed among the proceedings
in the above entitled cause marked Exhibit A.

2. That since the execution of said deed the said Wm H. Welch and Edward
Ireland Jr. have departed this life intestate as your Petitioners are advised
leaving assumed the discharge the trusts created by said deed. and
that the said Charles Wade having declined to accept said trust as
appears by the proceedings had in said Cause. the said John Hollings-
worth and Richard Hollingsworth were the only two surviving and act-
ing Trustees, who accepted said Trust and entered upon the discharge
thereof as appears by the Bill of Complaint and proceedings had in said cause.

3. That the said John H. Hollingsworth and Richard Hollingsworth Trustees
filed their Bill in the above entitled cause and subsequently sold the
personal property and a portion of the Real Estate mentioned in said
conveyed by said deed. as will fully appear by the proceedings herein.

4. That since said sale by said Trustees the said John H. Hollingsworth
one of said Trustees, has also departed this life, leaving the said Richard
Hollingsworth as sole surviving acting Trustee in the above entitled Cause.

5. That on the 14 day of August. 1894. said Thomas W. Ireland. Benjamin L.
Ireland. Elizabeth Lassell. and Thomas P. Lassell her husband filed in this cause

their petition praying among other things that the above entitled cause be referred to the Auditor of this Court with directions to state an account of the trust funds in said Cause, and that said Richard Hollingsworth Trustee be required to file with the Clerk of this Court an additional Bond with other good and sufficient security or securities to be approved by this Court or by the Clerk thereof whereupon and upon the Order of this Court passed on said petition requiring the said Richard Hollingsworth Trustee to give additional Bond or the said Richard Hollingsworth sole surviving acting Trustee as aforesaid filed in said Cause his answer to said petition on the 27th day of August 1894 asking to be discharged and released by your Honorable Court from the further execution of said Trust, all of which will fully appear by the proceedings herein.

6. That the said Richard Hollingsworth sole surviving acting Trustee has never complied with said Order of this Court requiring him to file in this Cause an additional Bond, as will appear by the proceedings in this Cause.

7. That as shown by the Register of the Auditor filed in this Cause on the 7th day of February 1895, the Corpus of the trust funds in the hands of said Richard Hollingsworth sole surviving acting Trustee at said date amounted to $2284.84 in addition to the land conveyed by said deed and still remaining unsold,

8. That the said Edward Ireland Jr. departed this life on the 7th day of March 1898, in Carroll County aforesaid,

9. That after the execution of said deed Exhibit A. and long prior to the death of the said Edward Ireland Jr. he said Edward Ireland departed this life intestate leaving any Children or descendants living and that at the time of the death of said Edward Ireland Jr. as aforesaid there remained living of the said five children in said deed mentioned your Petitioners Thomas H. Ireland and George Ireland, and the said Elizabeth Lassell and Benjamin B. Ireland, all of whom are above the age of twenty one years.

10. That said deed Exhibit A. provides among other things that "after the death of the said Edward Ireland Jr. upon the youngest of said five children attaining the age of twenty one years,

11. That said deed Exhibit A. provides among other things that "after the death of the said Edward Ireland Jr. upon the youngest of said five children attaining the age of twenty one years, the Trust to divide the said lands and property and the investments and securities thereof into as many shares as there may be living of the said five children and such of said of the children as shall have departed this life leaving issue living, and to convey each of the children so living one share or portion thereof and to the descendants of each one of them who may have thus departed this life leaving issue living one other share or portion thereof. such descendants to take the share or portion which their or his parent would if living would have been entitled to.

11. That of the land and real estate conveyed by said deed Exhibit A.

there remains unsold about 269 acres of land more or less, situated in Carroll County Maryland, and comprising Lots Nos. 2, 3 and 4. on the Plat and Certificate of Survey filed in the above entitled Cause, marked Exhibit 6,

12. That by the terms of said Deed of Trust, Exhibit 5, the said 269 acres of land more or less, is required to be divided into four shares, and one of said shares to be conveyed to each of the said four remaining children of the said Edward Ireland Jr. living at the time of his death to wit: Geo. Pettigrew Thomas M. Ireland and George Ireland. And the said Elizabeth Leasell wife of Thomas P. Leasell, and Benjamin C. Ireland, (the said Henry Ireland having departed this life long before the death of the said Edward Ireland Jr. intestate leaving children descendants living as aforesaid,

13. That said division of said land among the said four children of the said Edward Ireland Jr. cannot be made without material loss or injury to them, and said real estate of right is not susceptible of partition without material loss and injury to the parties entitled to interests therein as aforesaid, and in order to make division of said land or of said interests therein it will be necessary that said real estate be sold and the proceeds thereof divided amongst the parties according to their respective interests therein,

14. That the said Thomas M. Ireland has intermarried with Minnie Ireland. The said George Ireland has intermarried with Laura Ireland. The said Benjamin C. Ireland has intermarried with Mary C. Ireland. and the said Elizabeth Leasell has intermarried with the said Thomas P. Leasell.

15. That a certain William B. Thomas on the 5th day of March 1891 obtained a judgment against the said George Ireland and wife in the Circuit Court for Carroll County, for the sum of $428.96 with interest and $7.50 Costs as appears by Copy of same hereunto filed marked Exhibit T. M. 2. No 1, which said judgment is a lien upon the interest of the said George Ireland, by said land, and that the said Wm B. Thomas on the 9 day of March 1898, obtained a judgment against the said Benjamin C. Ireland and Mary C. Ireland, his wife in the Circuit Court for Carroll County, for the sum of $243.99 with interest and $7.50 Costs, as appears by Copy of same, hereunto filed marked Exhibit T. M. 2. No 2, which Judgment is a lien upon the interest of the said Benjamin C. Ireland in said land.

16. That a certain Charles B. Roberts and Wm B. Thomas on the 19 day of June 1890, obtained a Judgment in the Circuit Court for Carroll County against the said Benjamin C. Ireland, for the sum of $300.00 with interest from date and $2.50 Costs, on which there is a Credit of $100.00 as of June 19 1890 and which Judgment was on the 28 day of March 1898 duly assigned to the ~~said~~ use of Wm B. Thomas with other recourse to Plaintiffs as appears by a Certified Copy of said Judgment hereunto filed marked Exhibit T. M. 2. No 3. which Judgment is a lien upon the interest of the said Benjamin C. Ireland in said land.

17. That a certain Jacob C. Wohlgemuth on the 24th day of December 1895

obtained a Judgement in the Circuit Court for Cecil County against the said George Ireland for $131.25 with interest and $7.65 costs as appears by a copy of the same herewith filed marked Exhibit T. M. I. No 4, which Judgement is a lien on the interest of the said George Ireland in said land.

18. That a certain Edward D. Selby on the 26th day of April 1892 obtained a Judgement in the Circuit Court for Cecil County against the said George Ireland for $292.81 with interest and $7.50 costs as appears by the Copy of the same herewith filed marked Exhibit T. M. I. No 5. which Judgement is a lien on the interest of the said George Ireland in said land.

19. That a certain Hezekiah Lewalle on the 4th day of April 1894 obtained a Judgement against the said George Ireland before S. Manspeaker a Justice of the Peace of the State of Maryland in and for Cecil County for the sum of $23.58 with interest and $1.10 Costs, which Judgement is duly recorded in the Office of the Clerk of the Circuit Court for Cecil County and is a lien upon the interest of the said George Ireland in said land as appears by a Copy of the same herewith filed marked Exhibit T. M. I. No 6.

20. That a certain Wm. P. Tyler on December 24th 1895 obtained a Judgement against the said George Ireland before S. M. Manspeaker a Justice of the Peace in and for Cecil County for the sum of $32.39 with interest and $1.00 which Judgement was duly recorded in the Office of the Clerk in the Circuit Court for Cecil County and was afterwards duly assigned to E. C. Simmes which Judgement is a lien upon the interest of the said George Ireland in said land as appears by a copy of the same herewith filed marked Exhibit T. M. I. No 7.

21. That the said Benjamin C. Ireland on January the 6th 1896 obtained a Judgement before Wm. Moore J.P. against the said George Ireland for the sum of $37.87 with interest and $1.60 Costs, which Judgement is duly recorded in the Office of the Clerk of the Circuit Court for Cecil County, and is a lien upon the interest of the said George Ireland in said land as appears by a copy of the same herewith filed marked Exhibit T. M. I. No 8.

22. That the said Benjamin C. Ireland on January 13th 1896 obtained a Judgement before Wm. Moore J.P. against the said George Ireland for the sum of $67.50 with interest and $1.60 Costs which Judgement is duly recorded in the Office of the Clerk of the Circuit Court for Cecil County, and is a lien on the interest of the said George Ireland in said land, as appears by a copy of the same herewith filed marked Exhibit T. M. I. No 9.

23. That said land and real estate cannot be sold to an advantage and without injury or loss to the parties interested therein without selling the same free and discharged of all liens and incumbrances thereon and that in order to make sale of said land without loss or injury to the parties interested therein it will be necessary to sell the same free and discharge of the said several Judgement liens to the said therefore.

1. That a decree may be passed for the sale of the said land or real estate and appointing some suitable person or persons Trustee or Trustees to make sale thereof.

2. That the proceeds of the sale of said land may be divided between your Petitioners and the said Elizabeth Lassell and Benjamin B. Ireland according to their respective rights and interests.

3. That said several judgments liens may be paid out of the shares or interest upon which they are liens according to their legal priority.

4. That your Petitioners may have such other and further relief as their case may require.

May please your Honors to grant unto your Petitioners the Writ of Subpoena directed against the said Elizabeth Lassell and Thomas P. Lassell her husband who reside in Talbot County Maryland, the said Benjamin B. Ireland and Mary E. Ireland his wife, and Edward Ireland who resided in Baltimore County, Maryland, and the said Jacob F. Hohlgreiwe, Wm B. Thomas, Edwin C. Symmes and Henshel B. Lamotte who reside in Carroll County Maryland, all of whom are adults, Commanding them and each of them duly and severally in your Honorable Court on some certain day to be therein named, to answer the premises and abide by and perform such order or decree as may be passed by your Honorable Court in the premises

and as in duty bound &c,

Chas. J. Reifsnider
Thos. J. Reifsnider Jr } Solicitors for Petitioners.

Answer of Elizabeth Lassell &c.

John E. Kellinsworth and
Richard Kellinsworth surviving Trustees
vs
Edward Ireland Jr.

In the Circuit Court for Carroll County
Sitting as a Court of Equity.
No 2225 Equity.

To the Honorable the Judges of the Circuit Court for Carroll County Sitting as a Court of Equity.

The Answer of Elizabeth Lassell and Thomas P. Lassell her husband, to the Petition of Thomas W. Ireland and Fannie Ireland his wife and George Ireland and Laura Ireland his wife filed in the above entitled cause on the 28th day of March 1898 against these and others.

1st These respondents admit the matters and facts stated in the 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14 and 23 paragraphs of said petition.

2nd They admit the matters and facts stated in the 15. 16. 17. 18. 19. 20. 21 and 22 paragraphs of said petition.

3 These respondents consent to the passage of such decree as may be right and proper in the premises.

And as in duty bound &c

Wm B. Thomas
Attorney for Elizabeth Lassell and Thomas P. Lassell her husband,

Answer of Benj. Ireland & wife Henshel B. Lamotte.

John E. Kellinsworth and
Richard A. Kellinsworth
surviving Trustees.
vs
Edward Ireland Jr.

No 2225 Equity.
In the Circuit Court for Carroll County.
In the Matter of the Petition of
Thomas W. Ireland and others.
To the Honorable the Judges of the Circuit Court for Carroll County, sitting as the Court of Equity.

The Answers of Benjamin B. Ireland and Mary E. Ireland his wife, and Henshel B.

Garrette, of Carroll County Maryland, to the Petition of Thomas H. Ireland and others Exhibited against them and others.

For Answer thereto these defendants admit all the allegations contained in said Petition & proceedings in the Cause, to the time as therein stated, so far as they have knowledge & the same, and they consent that the relief asked in said petition and proceedings may be afforded as prayed for. And they pray hence to be dismissed with their costs in this behalf incurred.

Jas. A. C. Bond. B. Neale Parke
Sols. for defendants,

Answer of Judgment Defendants

John H. Kellingsworth and Richard Kellingsworth Surviving Trustees vs Edward Ireland Jr.

In the Circuit Court for Carroll County, sitting as a Court of Equity.
No 2225 Equity.
To the Honorable the Judges of the Circuit Court for Carroll County.

The Answer of Wm. B. Thomas, E. O. Timmins, Jacob P. Wohlgemuth, and Edward D. Selby to the Petition of Thomas H. Ireland and Fannie Ireland his wife and George Ireland and Rebecca Ireland his wife filed in the above entitled cause, on the 28th day of March 1898, against them and others.

These respondents admit the matters and facts alleged in said petition and consent to the passage of a decree as in said petition prayed. And as in duty bound &c.

Wm. H. Thomas.
Attorney for Wm. B. Thomas, E. O. Timmins, Jacob P. Wohlgemuth and Edward D. Selby.

Agreement to Decree.

It is agreed this 4th day of April A. D. 1898, that the within decree shall be passed by consent.

Charles J. Rafsnider. Charles J. Rafsnider Jr.
Solicitors for Petitioners.

Jas. A. C. Bond & B. Neale Parke. attys for defendants Benjamin C. Ireland widow of Hezekiah D. Lamotte.

Wm. H. Thomas. Atty for. Elizabeth Cassell, and Thomas P. Cassell. Wm. B. Thomas. E. O. Timmins, Jacob P. Wohlgemuth, and Edward D. Selby, defendants.

Decree.

John H. Kellingsworth and Richard F. Kellingsworth Surviving Trustees. vs Edward Ireland Jr.

In the Circuit Court for Carroll County, Sitting as a Court of Equity.
No 2225 Equity.
In the Matter of the Petition of Thomas H. Ireland et al.

The above cause standing ready for hearing, and being submitted without argument. The Petition Answers and agreement herein, and all other proceedings were by the Court read and considered. It is thereupon this first day of April in the year eighteen hundred and ninety eight by the Circuit Court for Carroll County sitting as a Court of Equity, Adjudged, Ordered and Decreed

that the real estate in the proceedings mentioned, be sold, and that William H. Thomas James A. Bond and Charles J. Reifsnider of Carroll County Maryland, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows, they shall give bond with the Clerk of this Court in Bond to the State of Maryland conditioned by themselves and a surety or sureties to be approved by this Court, or by the Clerk thereof in the penalty of twelve thousand dollars conditioned for the faithful performance of the trust reposed in them by this decree or hereafter imposed upon them by any future decree or order in the premises, they shall then proceed to make the said sale, having given at least three weeks notice by advertisements inserted in some newspaper published in Carroll County, and by such other mode as they shall think proper, of the time place, and terms of sale, which shall be as follows, to wit; One third part of the purchase money shall be paid by the purchaser or purchasers to the Trustees on the day of sale or upon the ratification thereof by this Court, and the residue shall be paid in two equal payments, the one to be paid in one year, and the other in two years from the day of sale, with interest, to be secured by the notes of the purchaser or purchasers, with security to be approved by the Trustees, or all cash at the option of the purchaser or purchasers and as soon as may be convenient after any such sale or sales the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with the affidavit annexed of the truth thereof, and of the fairness of said sale, and on obtaining the Courts ratification of the sale, and on the payment of the whole purchase money (and not before) the said Trustees, shall by a good and sufficient deed to be executed, acknowledged and recorded according to law convey to the purchaser or purchasers, his her or their heirs, the property and estate to him her or them sold, free clear and discharged from all claim of the parties hereto Petitioners and Defendants, and those claiming by from or under them or either of them, And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, the expenses of said sale, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill attention and fidelity wherewith they shall appear to have discharged their Trust. Charles B. Roberts,

Trustees Bond.

Know all men by these presents that we William H. Thomas, James A. Bond, Charles J. Reifsnider and William B. Thomas, of Carroll County, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the penal and just sum of twelve thousand dollars, current money, to be paid to the said State of Maryland or its certain Attorney; to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this twentieth day of April, in the year of our Lord One thousand eight-

hundred and ninety eight. Whereas by a Decree of the Circuit Court for Harford County, as a Court of Equity, bearing date the fourth day of April in the year eighteen hundred and ninety eight, and passed in a cause in the said Court wherein John H. Hollingsworth and Richard H. Hollingsworth are Plaintiffs and Edward Ireland Jr. is defendant, the above bound William H. Thomas, James A.H. Bond and Charles I. Reifsnider have been appointed Trustees to make sale of certain Real Estate, in the proceedings in said Cause mentioned, Now the condition of the above obligation is such, that if the above bound William H. Thomas, James A.H. Bond and Charles I. Reifsnider do and shall well and faithfully perform the trust reposed in him by said Decree, or that may be hereafter made in the premises by any further decree or order of said Court, in the premises, then the above obligation to be void and of no effect. Otherwise to remain in full force and virtue in law.

Signed, Sealed and delivered
in the presence of,
Frances Neal Parke

Jas. A.H. Bond. (SEAL)
Wm. H. Thomas (SEAL)
Charles I. Reifsnider (SEAL)
Wm. B. Thomas (SEAL)

Test: Jas. H. Billingslea. Clerk

Filed June 23rd 1898 Same day affidavit
Report of Sales.

John H. Hollingsworth and
Richard Hollingsworth
Surviving Trustees
vs
Edward Ireland Jr.

No 2626 Equity
In the Circuit Court for Harford
County, Sitting as a Court of Equity.

To the Honorable the Judges of
said Court,

The the report of Charles I. Reifsnider James A.H. Bond and William H. Thomas, Trustees appointed by the Decree in this Cause, to make sale of certain real estate therein mentioned & your Trustees that after giving Bond with security for the faithful discharge of their trust as required by said decree, and giving notice of the time place manner and times of sale, by advertisement in the "Aegis and Democrat" and "The Democratic Advocate" news papers published in Westminster Carroll County Maryland, once a week for more than three successive weeks, before the day of sale, and by hand bills extensively circulated in the vicinity of said premises, they did, pursuant to said notice attend on said premises on Saturday the 9th day of July A.D. 1898, at the hour of two O'clock P.M. and then and there offered the Real Estate, decreed to be sold, at Public sale to the highest bidders on the terms of sale prescribed by said decree,

Second. That they offered said land according to said plat, filed in this cause marked Exhibit A, as follows;

1st Lot No 1, for the quantity of 60 acres, 2 roods and 9 perches more or less and the highest bid therefor was $5.00 per acre, which said bid was declined.

2nd Lot No 2, containing 116 acres, 3 roods and 9 perches, more or less, and the highest bid, bid for the same was $22.00 per acre, which said bid was declined.

3rd Lot No 3, containing 92 acres, 1 rood and 36 perches more or

Lot, for which no bid was made.
Third, They next offered the three Lots together containing 269 acres three roods and 14 perches and the highest bid for the same does $11.00 per acre, which was not accepted. They then offered Lots Nos 2 and 3 for the quantity of 209 acres 1 rood and 5 perches and the highest bid made for them was $10.00 per acre, which bid was not accepted.
Fourth, Thereafterwards to wit: On the same day they sold Lot No 1 for the quantity of 60 acres, 2 roods and 9 perches of land more or less, at private sale to Adam M. Leasinger of Baltimore City Maryland, at and for the sum of Six hundred dollars, the said purchaser has paid the sum of Sixty dollars on account of said purchase, and agrees to comply with the terms of said sale as advertised.
Fifth, Further show, that on the 16 day of September A.D. 1878, they also sold at private sale Lots Nos 2 and 3, or said land, for the quantity of 209 acres 1 rood and 5 perches of land more or less, to George B. Wade, of Baltimore City Maryland, at and for the price of four thousand dollars, ($4,000.00) The said purchaser has paid the sum of One thousand dollars, in cash, on account of said purchase money, and agrees to pay the residue thereof to wit: ($3000.00) Three thousand dollars, in cash upon the ratification of said sales by your Honorable Court,
Your Trustees further show that they have made all reasonable efforts to sell said property, and believe that the prices obtained for the same are the highest that could be had and that said prices are the value of said property. All of which is respectfully submitted.

Thos. J. Redgrave
Solicitor for Petitioners
and Trustees,

Thos. J. Redgrave
Jas. A. C. Bond
Wm. H. Thomas
Trustees

State of Maryland Cecil County Sct.
I hereby certify that on this 20 day of September in the year eighteen hundred and ninety eight before me the subscriber a Justice of the Peace of the State of Maryland in and for Cecil County aforesaid personally appeared Thomas J. Redgrave James A. C. Bond and William H. Thomas the above named Trustees and each made oath in due form of law that the matters and things set forth in the aforegoing report are correct and true and that the sales thereby reported and the terms thereof were fairly made to the best of their knowledge and belief

Sworn to before
William H. Baer J.C.

Commission Sales,

Wm. H. Hollingsworth and
Richard Hollingsworth
surviving Trustees
vs
Edward Ireland Jr

No 2225 Equity.
In the Circuit Court for
Cecil County
Sitting as a Court of Equity.
Docketed this 21st day of September A.D. 1878.

that the private sales made and reported in the above entitled cause by Charles A.C. Bond and William H. Thomas Trustees appointed by the decree passed in this Cause, do sell the Real Estate therein decreed to be sold be finally ratified and confirmed unless cause to the contrary be shown on or before the twenty fifth day of October next. Provided a copy of this order be inserted in some newspaper published in Carroll County, Maryland, once a week for a three successive weeks previous to the seventeenth day of October next.

The Report states the amount of sales to be $4600.00

Jas. H. Billingslea, Clerk

Frontier Certificate.

Office of American Sentinel,

Westminster Md. October 22nd 1898.

This is to certify that the annexed Order nisi in the case has been published in the American Sentinel, a newspaper printed and published at Westminster Carroll County, Md. once a week in each of three successive weeks previous to the 17 day of October, 1898.

E. J. Clapsaddle Publisher
per John H. Matthews,

Order ratifying Sale &c.

John H. Hollingsworth and
Richard J. Hollingsworth
Surviving Trustees
vs
Edward Ireland Jr.

No 2225 Equity.

In the Circuit Court for Carroll County, in Equity.

Ordered this 26th day of October A.D. 1898, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the sales of the Real Estate reported in this cause, made by Charles A. C. Bond and William H. Thomas Trustees be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the preceding order nisi, and this case is hereby referred to the Auditor of this Court to state an account of the said funds in this cause in which he shall allow to said Trustees the usual Commissions and such proper expenses for which they shall produce satisfactory vouchers and to report the same to this Court for its further order.

Charles B. Roberts,

Auditor.

John H. Hollingsworth and
Richard J. Hollingsworth
Surviving Trustees
vs
Edward Ireland Jr.

No 2225 Equity

In the Circuit Court for Carroll County, in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court passed in this cause, he again examined the papers filed in the cause, and therefrom stated the within Fourth Account.

as follows. He charged the Trustees William H. Thomas, James A. Bond and Charles T. Saunder with all the trust funds in their hands Dr. $4600 and thereon allowed them their commissions and expenses and all costs now or to be allowed aggregating $761.28 The balance of said Fund then left Dr. $3838.72 the Auditor distributed among the four surviving children heirs at law of said Edward Ireland Junior deceased, or to the parties entitled to the same as follows, to Elizabeth Lassell wife of Thomas C. Lassell a daughter of said deceased Dr. 1/4 or $959.68 of said balance.

The distributive share of Thomas M. Ireland, a son of said deceased Dr. 1/4 or $959.68 of said balance. The Auditor carried forward and distributed the same as follows, To the Trustees the several amounts paid by them to said Thomas M. Ireland, as per Vouchers No. 7, 8 and 9 filed, and to your Auditor his fee for making this distribution. The balance of said distributive share, Dr. $872.43 He distributes to said Thomas M. Ireland.

The Auditor then made the Statement of Judgment and Attachment Claims against the interest of Benjamin C. Ireland, which Statement is herewith filed, He then carried forward the distributive share of said Benjamin C. Ireland a son of said deceased Dr. 1/4 or $959.68 of said balance, and distributed the same as follows, To your Auditor his fee for making said Statement and this distribution, To William B. Thomas, assignee of Charles B. Roberts, and William H. Thomas, the sum of $32.28 To William B. Thomas ~~assignee of Charles B. Roberts and William H. Thomas~~ the sum of $255.24 To William B. Thomas the sum of $51.89 To William H. Lindsay the sum of $118.02 To Harry E. Goodwin the sum of $66.94 To William B. Thomas the sum of $56.32 said allowances being in payment in full of their respective Judgment or Attachment claims, Debt interest and costs which appears by Claims Nos. 1. 2. 3. 4. 5 and 6, respectively in said Statement of Judgment and attachment Claims, against the interest of Benjamin C. Ireland, hereinbefore filed, The balance of said distributive share to wit $367.68 the Auditor distributed to the said Benjamin C. Ireland, The Auditor then made the Statement of Judgment and Attachment Claims against the interest of George Ireland, which Statement is herewith filed, He then carried forward the distributive share of said George Ireland a son of said deceased Dr. wit 1/4 or $959.68 of said balance and distribute the same as follows, To your Auditor his fee for making said Statement and this distribution. To William B. Thomas, the sum of $253.80 To Jacob P. Wohlgemuth the sum of $176.94 To Benjamin C. Ireland the sum of $46.71 To Benjamin C. Ireland the sum of $87.66 To E. C. Timms Assignee of William P. Tyler the sum of $39.78 To Hezekiel P. Laycock the sum of $31.87 said allowances being in payment in full of their respective Judgment or Attachment Claims, Debt interest and costs, which appear by Claims Nos. 1. 2. 3. 4. 5 and 6, respectively in said Statement of Judgment and Attachment Claims &c. against the interest of George Ireland hereinbefore filed.

The balance of said distributive share viz: $315.45 the Auditor distributed to Edward D. Selby in part payment of his Judgment Claim of $330.66 debt interest and costs, which appears by Claim filed in Statement of Judgment and attachment Claims &c, against the interest of Edward Ireland herein filed, which balance of said distributive share, on the date of this distribution, (January 18th 1899) fails to pay said Judgment Claim to the extent of fifteen Hundred dollars.

All of which is respectfully submitted

Jno. J. Bruenguiter. Auditor.

The Real Estate of Edward Ireland Senior dec'd.

In Account with.

William H. Thomas, James A. C. Bond, and Charles J. Reifsnider Trustees.

Debtor.

1898 July 9th	By sale of the portion of the Real Estate viz: 60 acres, 2 roods 9 perches, more or less, this made by the Trustees to Henry M. Benziger of Baltimore Md. at Private sale as appears by their Report filed in this cause, September 20th 1898, whereupon, to the same of.		600. 00
1898. September 16th	By sale of the portion of the Real Estate viz: 209 acres 1 rood 5 perches more or less, this made by the Trustees to George B. Wade of Baltimore City Md. at private sale, as appears by their Report filed in this cause September 20th 1898. whereupon to the same of		4000. 00
	Amount of Bond Fund		4600. 00
	Credit.		
	To the Trustees for their Commissions		168. 00
	To the Trustees amount paid Fred'k M. Benet for advertising Sales, per Voucher No 1 filed		10. 00
	To the Trustees Amount paid Fred'k J. Brandenburg Clerk, Treas for 1898 per Voucher No 2 filed		33. 53
	To the Trustees Amount paid for Revenue Stamps on deeds to Purchasers, per Voucher No 3 filed		5. 00
	To the Trustees to pay E. J. Reifsnider for printing per Voucher No 4 filed		17. 00
	To the Trustees to pay Vandeford Bro's. for printing per Voucher No 5 filed		11. 25
	To the Trustees to pay Bond & Parke & Wm H. Thomas and Reifsnider and Reifsnider Solicitors for professional services rendered per Voucher No 6 filed		450. 00
	Costs as taxed by the Clerk,		
	To Reifsnider and Reifsnider Solicitors appearance fee		10. 00
	To James B. Billingslea Clerk,		30. 75
	Defendants Costs		
	To Bond & Parke and Wm H. Thomas. Solicitors appearance fee		10. 00
	To Jas B. Billingslea Clerk,		.75

To Publication Order nisi on this Fourth Account. $ 1. 50
To Jno. J. Baumgartner Auditor. re-examination of Papers, calculations
Stating this portion of Fourth Account &c, 13. 50
Amount of Expenses $ 761. 28
Balance for distribution 3839. 72
Amount of Trust Fund. $4600. 00
Balance for distribution brought forward $ 3838. 72
And distributed among the Heirs surviving Children heirs or law
of said Edward Ireland Junior deceased as follows to wit:

To Elizabeth Lassell wife of Thomas P. Lassell a daughter heir at law of said deceased	1/4	$	959.	68		
The distributive share of Thomas M. Ireland a son heir at law of said deceased Carried forward and distributed	1/4		959.	68		
The distributive share of Benjamin G. Ireland a son. heir at law of said deceased Carried forward and distributed	1/4		959.	68		
The distributive share of George Ireland a son. heir at law of said deceased Carried forward and distributed	1/4		959.	68	xxxx	xx
		$	3838.	72	$ 3838.	72

The distributive share of Thomas M. Ireland a son heir at law of said deceased Brought forward and distributed as follows $ 959. 68

To the Trustees Account paid said Thomas M. Ireland on or about 17th 1898. per Voucher No 7 filed	$ 20.	00
To the Trustees Account paid said Thomas M. Ireland October 31st 1898. per Voucher No 8 filed	15.	00
To the Trustees Account paid said Thomas M. Ireland December 14th 1898. per Voucher No 9 filed,	50.	00
To Jno. J. Baumgartner Auditor Making this distribution &c,	2.	25
To Thomas M. Ireland the balance of his said distributive share Viz: the sum of.	872.	43
	$ 959.	68

	$ 959.	68	xxx xx

The distributive share of Benjamin G. Ireland a son heir at law of said deceased Brought forward and distributed as follows $ 959. 68

To Jno. J. Baumgartner Auditor making Statement of Judgment and Allocatur Claims against the Estate of Benjamin G. Ireland. Making this distribution &c,	$ 11.	25
To William B. Thomas. Assignee of Charles R. Roberts and William H. Thomas. the Judgment in favor of his Judgment Claim debt Interest and Costs. which appears by Claim No. in Statement of Judgment and Allocatur Claims against the Estate of Benjamin G. Ireland herewith fyled the sum of.	32.	25
To William B. Thomas. the Judgment in favor of his Judgment Claim. debt Interest and Costs. which appears by Claim No 2. in Statement of Judgment and		

Attachment Claims against the interest of Benjamin C. Ireland herewith				
filed the sum of.	2.	55.	84	
To William B. Thomas. in Judgment in full of his Judgment Claim				
debt interest and costs. which appears by Claim No 2. in Statement of				
Judgments and attachment Claims against the interest of Benjamin				
C. Ireland. herewith filed. the sum of.	51.	89		
To William M. Lindsay in Judgment in full of his Judgment Claim.				
debt interest and costs. which appears by Claim No 4 in Statement				
of Judgments and attachment Claims against the interest of Benjamin				
C. Ireland. herewith filed. the sum of.	118	07		
To Henry E. Lowdenslager in Judgment in full of his Attachment Claim				
debt interest and costs. which appears by Claim No 5 in Statement				
of Judgments and attachment Claims against the interest of				
Benjamin C. Ireland. herewith filed. the sum of	66.	94		
To William B. Thomas. in Judgment in full of his attachment				
Claim. debt interest and costs. which appears by Claim No 6.				
in Statement of Judgments and attachment Claims against the				
interest of Benjamin C. Ireland herewith filed. the sum of.	56.	33		
To Benjamin C. Ireland. the balance of said distributive				
share due him. the sum of.	367.	11	xxx	xx
	$959.	68	$959.	68
The distributive share of George Ireland a son. heir at law of said deceased				
brought forward and distributed as follows.			$959.	68
To Jon. J. Bonnegardner Auditor making Statement of Judgment and At-				
tachment Claims &c. against the interest of George Ireland making				
this distribution &c.	$ 13.	50		
To William B. Thomas. in Judgment in full of his Judgment				
Claim debt interest and costs which appears by Claim				
No 1. in Statement of Judgment and attachment Claims				
&c against the interest of George Ireland herewith				
filed. the sum of.	253.	80		
To Jacob P. Wolgamuth in Judgment in full of his Judgment				
and attachment Claim debt interest and costs and				
attachment costs which appears by Claim No 2. in				
Statement of Judgment and attachment Claims &c against				
the interest of George Ireland. herewith filed the sum of.	176.	94		
To Benjamin C. Ireland in Judgment in full of his Judgment				
Claim debt interest and costs which appears by Claim				
No 3 in Statement of Judgment and attachment				
Claims &c against the interest of George Ireland				
herewith filed the sum of.	46.	71		
To Benjamin C. Ireland in Judgment in full of his Judgment				
Claim debt interest and costs which appears by Claim				
No 4. in Statement of Judgment and attachment				

Claims &c, against the interest of George Ireland herewith filed the same is.				
To E.O. Holmes assignee of William B. Tyler, in Judgment in full of his Judgment Claim debt interest and costs which appears by Claim No 5 in Statement of Judgment and Attachment Claims &c against the interest of George Ireland herewith filed the same is.		81.	66	
To Rushel B. Lowdell in Judgment in full of his Judgment Claim debt interest and costs which appears by Claim No 6 in Statement of Judgment and Attachment Claims &c against the interest of George Ireland herewith filed the same is.		59.	78	
To Edward B. Selby, the balance of said distributive share of said George Ireland. Viz: $315.48 in part payment of his Judgment Claim of $330.66 debt, interest and costs, which appears by Claim No 7, in Statement of Judgment and Attachment Claims &c, against the interest of George Ireland herewith filed, which balance of said distributive share on the date of this distribution (January 18th 1899) fails to pay said Judgment Claim by the sum of $15.18 the same is.		31.	81	
		315.	48	+++ ++
		$ 959.	68	$ 959. 68

Order Nisi &c &c Confirming.

John B. Bellingsworth and Richard H. Bellingsworth Surviving Trustees. vs Edward Ireland Jr.

No 2225 Equity.

In the Circuit Court for Cumberland County.

Ordered this 21st day of January A.D. 1899. that the Fourth Account of the Trustees herein, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th day of February next, provided a copy of this order be inserted in some newspaper published in Cumberland County, once a week for three successive weeks before the last named day.

Jas. H. Billingslea. Clerk.

Order ratifying Account.

Ordered this 7th day of February A.D. 1899. that the foregoing Account be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although notice as by law is required by the preceding Order. The Trustees are directed to pay over the trust funds accordingly.

Charles B. Roberts.

Recorded &c.

Jas. H. Billingslea. Clerk.

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County and State of Maryland, on the First Monday (it being the day of the same month) in the year of our Lord, One thousand eight hundred and ninety four.

Were Present.

The Hon. Charles B. Roberts. Chief Judge.

Ellis B. Arnold Esq Sheriff.

Benj. B. Crouse. Clerk.

Among other were the following proceedings to wit.

Be it remembered that heretofore to wit. On the 24th day of January A.D. 1894. Ellis O. Symies and Joseph L. Staley assignees of Mortgagees by Charles T. Redsecker Esq. their Attorney. Came here into Court sitting as a Court of Equity, and file their Order to docket a case which appears in form and words as follows to wit.

In the Circuit Court for Carroll County. Sitting as a Court of Equity.

To the B. B. Crouse, Clerk of said Court.

Please docket and file Bond of Ellis O. Symies Joseph L. Staley and Charles T. Redsecker to the State of Maryland, bearing date January 22nd 1894, in the penalty of five thousand dollars, Promissory note dated January 6th 1891, drawn by Eliza J. Reese and Frances W. Reese, payable eight months after date, to John McKelly, or order for the sum of two hundred and fifty ($250.) dollars, with interest from date, transferred to Ellis O. Symies and Joseph L. Staley endorsement, Promissory note dated June 5th 1882, payable two years after date, for fifty hundred ($250.) dollars, drawn by Eliza J. Reese and Frances W. Reese, payable to John McKelly and transferred Ellis O. Symies and Joseph L. Staley endorsement and paid to said 5th 1884, marked Exhibit No. 2.

Certified Copy of Mortgage dated June 5th 1882, from Eliza J. Reese and Frances W. Reese, her husband to John McKelly recorded among the Real Estate Mortgage Records of Carroll County in Liber G. T. No. 17 folio 255 &c, and duly assigned to Ellis O. Symies and Joseph L. Staley marked Exhibit No. 3.

Certified Copy of Chattle Mortgage from Eliza J. Reese and Frances W. Reese, her husband to John McKelly dated January 6th 1891, and recorded among the Chattle and Bond Records of Carroll County in Liber W. A. No. 14 folio 336 &c marked Exhibit No. 4.

Original Mortgage from Eliza J. Reese and Frances W. Reese, her husband to Ezra and Barbara Hoffman dated June 27th 1891, recorded among the Chattle and Bond Records of Carroll County in Liber W. A. No. 14 folio 519 &c and duly assigned to Ellis O. Symies and Joseph L. Staley marked Exhibit No. 5, and docket case under the provisions of the Code of Public General Laws of the State of Maryland, relating to Mortgages as follows

Over

Elias O. Symies Josiah 2. Stitely
Assignees of Mortgagee
vs
Eliza Jane Reese and Francis M. Reese
Her Husband Mortgagors

Thos F. Redfearn
Solicitor for Elias O. Symies
and Josiah 2. Stitely Assignees of Mortgagee.
January 23rd 1894.

Assignees' Bond.

Know all men by these presents That we, Elias O. Symies, Josiah 2. Stitely and Charles F. Redfearn of Caroll County in the State of Maryland, are held and firmly bound unto the State of Maryland, in the just and full sum of five thousand dollars, to be paid to the said State or its Attorney to which payment well and truly to be made and done, we bind ourselves and each of us, and each of our heirs executors and administrators jointly and severally, firmly by these presents. sealed with our seals, and dated this twenty second day of January in the year eighteen hundred and ninety four, Whereas by deed of Mortgage dated the fifth day of April A.D. 1882, and duly recorded among the Real Estate Mortgage Records of Carroll County in Liber R.T.H. No 17 folio 255 &c, one of the Mortgage Records of Howard County, certain Real Estate and property situate in said County and State, and therein described were conveyed by Eliza Jane Reese and Francis M. Reese her husband to John McKelip which deed was duly assigned to William A. McKelip.

And whereas by a Chattel Mortgage dated the 8th day of January A.D. 1891, and duly recorded in Liber H.W.M. No 14 folio 336 &c, one of the Chattel and Bond Records of Carroll County, certain personal property situate in the County and State aforesaid and therein described were bargained and sold by the said Eliza J. Reese and Francis M. Reese her husband to the said John McKelip, and by the said John McKelip assigned to William A. McKelip.

And whereas by a Chattel Mortgage dated June 27 A.D. 1891, and duly recorded in Liber H.W.M. No 14 folio 5 190 &c, one of the Chattel and Bond Records of Carroll County, certain personal property situate in the County and State aforesaid and therein described were bargained and sold by the said Eliza J. Reese and Francis M. Reese her husband to Ezra Gosselsmith and Barbara Gosselsmith, which said several Mortgages have been duly assigned to the said Elias O. Symies and Josiah 2. Stitely, and which said several Mortgages were executed to secure the payment of certain moneys and the interest as set forth in said several Mortgages. And in said Mortgages are contained a clause authorizing a sale of the Mortgaged premises, and said personal property by the Mortgagee or Mortgagees his and their Executors Administrators or assigns. in case of default being made in payment of the Mortgage debt or the interest thereon or in any covenant or agreement therein. And whereas default has been made in the payment of said several sums of money and in the conditions of said Mortgages. And by virtue of the authority in said Mortgages the above bounden Elias O. Symies and Josiah 2. Stitely are about to sell the Mortgaged property in said several Mortgages conveyed and described. Now the condition of the above obligation is such That if the above bounden

Elias C. Stamies and Josiah D. Stitely assignees as aforesaid aforesaid do and shall abide by and perform any order or decree which shall be made by any Court of Equity for relation to the sale of said Mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in Law. Elias C. Stamies [Seal]
Josiah D. Stitely [Seal]
Assignees of Mortgagees.
Signed sealed and delivered
in presence of
E. Smith Redwine
Charles T. Redwine [Seal]
The within Bond approved January 24 1894.
Test: Ray: D. Coorse, Clerk,

Exhibit No. 1.

$250-

Carroll County Md. January 6th 1891.

Eight months after date we or either of us promise to pay to John McKelley or order, the sum of two hundred and fifty dollars, for value received with interest from date.
Elija J. Reese
Francis M. Reese.
(This Note secured by Mortgage of even date)
Pay to the order of Wm C McKelley
John McKelley.
Pay to the order of Josiah D. Stitely without recourse to me. Wm C. McKelley.
For value received I hereby transfer one undivided one half interest in the within note to Elias C. Stamies.
Josiah D. Stitely.

Exhibit No 2.

$120.00

Carroll County Md. August 5 1882.

Two years after date we promise to pay to the order of John McKelley One hundred and twenty dollars, value received with interest from date. The interest in the meantime to be paid annually.
Eliza Jane Reese
Test:
Silvestrus M. Lanfaster.
Francis M. his X Reese
Received the interest due on the within note to August 5th 1883.
Received August 7 1888 $72.00 being the interest for one year up to Aug 5 1884.
Pay to the order of Wm C. McKelley.
John McKelley.
Pay to the Order of J. D. Stitely without recourse
For value received I hereby Transfer one undivided one half interest in the within note to Elias C. Stamies
Wm C. McKelley assignee
Josiah D. Stitely.

Exhibit No 3. Is a Certified Copy of a Mortgage of Personal property from Eliza J. Reese, husband & John M. McKelley dated January 6th 1891. and assignments. as recorded among the Chattel Bond Records of Carroll County in Liber W. N. M. No 14. Folio 336 &c,

Exhibit No 4. Is a Certified Copy of a Mortgage of Real Estate from Eliza J. Reese husband & John M. McKelley dated August 5th 1882. and assignments. as recorded among the Real Estate Mortgage Records of Howard County in Liber E. T. S. No 17 Folio 255 &c,

Exhibit No 5 Is the Original Mortgage from Eliza J. Reese and husband & Ezra Coffman smith & Barbara Coffman smith dated June 27th 1891. and assignment as recorded among the Chattel & Bond Records of Howard County in Liber W. N. No. No 14 Folio 519 &c,

Assignees Report of Sales

Elias C. Timmes & Josiah 2. Stitely
Assignees of Mortgagees &c
vs.
Eliza J. Reese and Francis M.
Reese her husband Mortgagors

In the Circuit Court for Harford County.
Sitting as a Court of Equity.
To the Honorable the Judges of
said Court,

This the report of Sales of the Real Estate made by Elias C. Timmes and Josiah 2. Stitely as assignees of Mortgagees under and by virtue of the power of sale contained in the original Mortgage, marked Exhibit No 3 and certified Copies of Mortgage Marked Exhibit No 3 and No 4, filed in the above entitled cause respectfully shew unto your Honorable Court.

First. That before proceeding to execute the power of sale, vested in them by virtue of said second mortgage, they executed a Bond to the State of Maryland, in the penalty of five thousand dollars, Conditioned to abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged property or the proceeds thereof which said bond was duly approved by the Clerk of your Honorable Court, and is filed in the above entitled cause, in which this report of sales is filed and prayer may be taken and considered as a part thereof.

Second. That they did as required by said Mortgages, give notice of the time place manner and terms of sale, by advertisement in The American and Democrat, a newspaper published in Westminster Carroll County Maryland, once a week for more than three successive weeks, being more than twenty days previous to the day of sale, and by printed handbills posted up in the vicinity of the place of sale, One of which was posted at the Court House door in Westminster in said County and State,

Third That the terms of sale as advertised were as follows, for the Real Estate Cash, or if desired by the purchaser, Credit terms would be given as follows, One third Cash, on the day of sale or on the ratification thereof, one third in nine months, and the other one third in eighteen months from the day of sale, the Credit payments to be secured by the notes of the purchaser or purchasers with approved security bearing interest from the day of sale, And for the personal property, All sums of Ten ($10.) dollars and under Cash, and all sums above Ten ($10.) dollars a Credit of six months given on note, with approved security bearing interest from the day of sale,

Fourth. That in pursuance of said notice they did attend on the Mortgaged premises where said Real and Personal property was advertised to be sold, on Tuesday the 20 day of February A.D. 1894, at the hour of 10 Oclock A.M. and offered said Mortgaged property at Public Sale to the highest bidder upon the aforesaid terms of Sale,

Fifth. That they offered the Real Estate in Exhibit No 4. mentioned and described for the quantity of one hundred acres more or less, and one said Elias C. Timmes and Josiah 2. Stitely became the purchasers thereof at

and for the sum of nineteen hundred ($1900.) dollars, they being the highest bid and sum for which purchased among they agreed to give as a cash payment.

5th. That they also sold personal property mentioned in said Chattel Mortgage, on said day which amounted to the sum of three hundred and fourteen dollars and forty cents ($314.40) as appears by statement of said sales hereto filed marked Exhibit No. 7, Seventh. Trustees also state that the debtors and bondsmen being the same persons they pray that in the order ratifying the sale of said real estate, some suitable person may be appointed Trustee to convey the same to the said Elias O. Symmes and Josiah L. Stitely,

All of which is respectfully submitted

Thos. J. Reifsnider
Solicitor for Assignees &c

Elias O. Symmes
Josiah L. Stitely
Assignees of Mortgagees,

State of Maryland Carroll County Sworn

I hereby certify that on this twenty first day of February in the year eighteen hundred and ninety four before me the subscriber a Justice of the Peace of the State of Maryland, in and for Carroll County aforesaid personally appeared Elias O. Symmes and Josiah L. Stitely the above named Assignees and each one made oath on the Holy Evangelists of Almighty God, that the matters and things set forth in the foregoing report are correct and true, and that the sale therein reported and mentioned and made, was fairly made to the best of their knowledge and belief,

Sworn before,
Wm. Lee Wm. Moore, J.P.

Under this day on Bail.

Elias O. Symmes & Josiah L. Stitely
Assignees of Mortgagees
to
Eliza J. Reese Executrix &c.
Reese her husband Mortgagors

No. 3221 Equity.

In the Circuit Court for Carroll County
Sitting as a Court of Equity,

Ordered this 28th day of February, A.D. 1894,
That the sale of the Real and Personal property mentioned in the above entitled cause, by Elias O. Symmes and Josiah L. Stitely assignees of the several Mortgages executed by the said Eliza J. Reese and Executrix of Reese her husband, and made by virtue of the power in said Mortgages contained, be finally ratified and confirmed, unless cause to the contrary be shown on or before the 28 day of March next, provided a copy of this Order be inserted in some newspaper published in Carroll County Maryland, once a week for three successive weeks, previous to the 19 day of March next. The report states the amount of sales of the Real Estates to be nineteen ($1900.) hundred dollars and the personal property three hundred and fourteen dollars and forty cents ($314.40)

Benj. B. Crouse. Clerk,

True Copy Test

Office of American Sentinel Westminster Md, March 1, 1894.
This is to certify that the annexed Order No. 3221. has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of

3 successive weeks previous to the 19th day of March 1894. E. K. Wilson Publisher
for Jno. H. Mitten,

Order ratifying Sales &c

Ordered this 29th day of March A.D. 1894, That the Sales of the Real and personal property made and reported in the above entitled cause, be and the same are hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as required by the preceding order. The case is hereby referred to the Auditor to state an account of the proceeds of the sales in accordance with the provisions of the several Mortgages filed in this cause, and report the same to this Court, for its further order in the premises, And it appearing that the vendors and vendees, are the same persons, Charles T. Mayfield, is hereby appointed Master to convey said Mortgage property to the purchaser thereof.

Charles B. Roberts,
Solicitor,

Eliza A. Timmes and Josiah 2. Stitely, Assignees of Mortgagees
vs
Eliza J. Reese and Francis R. Reese her husband Mortgagors

No 3221 Equity.
In the Circuit Court for Harford County.
In Equity.
To the Honorable the Judges of the Circuit Court for Harford County. Sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court, passed in this cause, he examined the papers filed in the cause and examined the witness sworn in the cause, and thereupon states the within Account A. as follows,

He first made the Statement of Chattel Mortgage Claims & Account B. which is herewith filed. He then charged the Assignees or with all the purchase money in their hands from the sales of said Mortgagor personal property, to wit: $314.45 and the costs allowed them their proportion of general items of costs and expenses, as chargeable to this fund and property and duly allowed them all costs to which they are to be allowed. The whole balance of purchase money thereof to wit $277.74 he distributed to said 2. Stitely, and Elias A. Timmes Assignees &c in full payment of their Chattel Mortgage claim of $298.52 debt and interest which appears by Claim No 1 in Statement of Chattel Mortgage Claims & Account B. hereto filed, which balance on the date of this Account A. (April 2. 1894) fails to pay said Chattel Mortgage Claim to the extent of $26.84 twenty six 84/100 dollars, All of which is respectfully submitted,

1894 April 2d

Jno. H. Mitten Auditor.

The Mortgaged Real Estate of Eliza J. Reese & husband
In account with
Elias A. Timmes and Josiah 2 Stitely Assignees &c,

Debtor

1894. February 20th By Sales of the Mortgaged Personal Property therein made by the Assignees as appears by their Report of Sales, and Exhibit No 7 thereto, filed in this Cause February 3rd 1894, amounting to the sum of. $ 314. 15

Credit,

General Items of Costs and Expenses,

To the Assignees &c for their Commissions	$ 99.	42
To the Assignees &c, Amount paid Ex. Clifford for printing - advertising Order nisi &c on their Accounts No 13. per Voucher No 7 filed,	18.	00
To the Assignees &c, Amount paid R. C. Matthews for Auctioneering Sales. per Voucher No 2 filed,	10.	00
To the Assignees &c Amount paid Charles S. Reynolds Solicitor for Professional Services rendered. per Voucher No 3 filed,	100.	00
Costs as taxed by the Clerk,		
To Charles S. Reynolds Solicitor appearance fee. (Paid per Voucher No 3 filed)	10.	00
To Geo. J. P. Crouse, Clerk,	25.	30
To Jno. G. Bowman Esqr. Auditor Examination of Papers, Calculations &c,	4.	50
Total Amount of General Items of Costs & Expenses,	$ 267.	22
Proportion of this Sum of General Items of Costs and Expenses, chargable to this Personal Estate the sum of	$ 37.	91
To Jno. G. Bowman Esqr. Auditor, Making Statement of Chattel Mortgage Claims & Account A, Stating Account &c,	4.	50
Amount of Expenses,	$ 42.	41

To Josiah L. Stitely and Elias A. Timmis Assignees &c, the sole balance of Surplus money due and $ 271.74 in part payment of their Chattel Mortgage Claim of $ 298.58 debt and interest which appears by Claim No 1. in Statement of Chattel Mortgage Claims & Account A, herein filed which balance on the date of this account, A. D. 1894 Sept 2nd bears Interest at the rate of $ 26.84 per annum

Amount of Sales,	271.	74
	$ 314.	15

Account B of Auditor.

Elias A. Timmis and Josiah L. Stitely Assignees of Mortgagees to Eliza J. Reese and Francis V. Reese her husband Mortgagors

per Bill in Equity.

In the Circuit Court for Carroll County in Equity.

The Auditor further reports that after stating Account A. he proceeded to state the additional Account B as follows.

He first made the Statement of Mortgage Claim to Account B. which is

herewith filed, He then charged the Assignees &c, with all the purchase money in their hands, upon the sale of the Mortgaged Real Estate Dr as $1900.00 and thereupon allowed them the following items of General Items of Costs and Expenses as chargable to this Real Estate, (details allowed there all costs fees &c allowed) The whole balance of purchase money then left Dr as $1666.19 he distributed to Josiah D. Stitely and Elias D. Timmons Assignees &c, on pro rata payment of their Mortgage Claims of $1919.40 debt and interest which abates by the Statement of Mortgage Claim & Account herewith filed, which balance on the date of this Account is (August 21st 1894) Josiah to pay said Mortgage Claim to the extent of ($253.21) two hundred and fifty three 21/100 dollars,

All of which is respectfully submitted,

1894. August 2nd Jno. J. Baumgartner. Auditor,

The Mortgaged Real Estate of Eliza E. Reese Husband

In Account with Elias D. Timmons and Josiah D. Stitely Assignees &c,

Debtor

1894. February 20th By Sale of the Mortgaged Real Estate then made by the Assignees &c to themselves as appears by their report filed in this Cause February 23rd 1894. for the sum of $1900.00

Credit.

General Items of Costs and expenses.

To the Assignees &c for their Commissions	$ 99.	42
To the Assignees &c. Amount paid E. E. Shand for printing pleadings, Orders &c in these Causes as per Voucher No 1 filed.	18.	00
To the Assignees &c, Amount paid C. C. Matthews for Auctioneering Sales, per Voucher No 2 filed.	10.	00
To the Assignees &c, Amount paid Charles T. Redfearn Solicitor for professional services rendered, per Voucher No 3 filed, Costs as taxed by the Clerk,	100.	00
To Charles T. Redfearn Solicitor disbursements for paid per Voucher No 3,	10.	00
To Benj. F. Crouse Clerk,	25.	30
To Jno. J. Baumgartner Auditor Examination of Papers, Calculations &c,	4.	50
Total amount of General Items of Costs & Expenses,	$ 267.	22
Proportion of this sum of General Items of Costs and Expenses as chargable to this Real Estate, the sum of		$ 229. 31
To Jno. J. Baumgartner Auditor Making Statement of Mortgage Claim to Account B, & taking Account B, amounts of Expenses		4. 50
		$ 233. 81

To Josiah D. Stitely and Elias D. Timmons, Assignees &c the whole balance of purchase money Dr as $1666.19 in part payment of their Mortgage Claim of $1919.40 debt and interest which abates by Statement of Mortgage Claim & Account B. herewith filed which

balance on the date of this Account to April 2nd 1894 fails to pay said Mortgage
Debt to the extent of $253.21 the sum of

Account of Sale

Order Nisi on Audits,

Elias A. Annies and Josiah Z. Tilly
Assignees of Mortgagees.
vs.
Eliza J. Rose and Francis N.
Rose her husband, Mortgagors

No 3221 Equity.

In the Circuit Court for Wicomico County.

Ordered this 2nd day of April A.D.
1894, that Accounts No 3 of the Auditor filed in this
cause, be finally ratified and confirmed unless cause
to the contrary thereof be shown on or before the 23rd day
of April next; provided a copy of this Order be inserted for two successive weeks
before the last named day, in some newspaper published in Caroline County.

Benj. B. Cooper. Clerk,

Printer's Certificate.

Office of American Sentinel,
Westminster Md. April 24th 1894.

This is to certify that the annexed Order Nisi in Sale has been
published by the American Sentinel a newspaper printed and
published at Westminster Carroll County Md. once a week in each of
two successive weeks previous to the 23rd day of April 1894.

Ed. Reifsnider Publisher.
per John H. Butler.

Order of Court ratifying Audits.

Ordered this 28th day of April A.D. 1894, that the Accounts No 3, filed in
the above entitled cause, be and the same are hereby finally ratified
and confirmed no cause to the contrary having been shown be-
fore this notice appears to have been given as required by the pre-
ceding order. The Assignees are directed to distribute and pay over
the funds accordingly.

Charles B. Roberts,

Recorded By

per Jas. H. Billingslea. Clerk,

Maryland Set.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the first Monday of May (it being the 4th day of the same Month) in the year of Our Lord One Thousand Eight Hundred and ninety four.

Were Present.

The Hon Charles B. Roberts. Chief Judge.

Elias B Arnold Esq. Sheriff.

Benj. F. Crouse. Clerk.

Among other work the following proceedings to wit.

Be it remembered that heretofore to wit, on the 24 day of January 1896, The Westminster Savings Bank, by Chas. J. Reifsnider Jr. its Attorney, comes here into Court sitting as a Court of Equity and files its order to docket a case, which appears in form words as follows to wit.

In the Circuit Court for Carroll County, sitting as a Court of Equity.

Mr B. B. Crouse, Clerk of said Court,

Please docket and file Bond of Charles J. Reifsnider Attorney or Agent, and John L. Reifsnider to the State of Maryland, in the penalty of fourteen thousand dollars, dated January 23rd A.D. 1896, Provision note drawn by Francis A. Wampler, to The Westminster Savings Institution for the sum of $3,075.00 dated January 30 A.D. 1886, and payable one year after date, with interest from date, interest payable semi-annually, interest credited, paid to January 30 A.D. 1891, Marked Exhibit A.

Original Mortgage of Francis A. Wampler and Frances Ann Wampler his wife to The Westminster Savings Institution bearing date January 30 1886 recorded among the Real Estate Mortgage Records of Carroll County in Liber G.S.H. No 23 folio 196 &c, marked Exhibit B,

Deed of Trust from Francis A. Wampler to the same dated May 19 A.D. 1891, recorded among the Deed and Bond Records of Carroll County in Liber W.N.H. No 14 folio 464 &c Marked Exhibit C,

Deed of Trust from Francis A. Wampler to same dated June 16 A.D. 1894, recorded as aforesaid in Liber B.B.C. No 46 folio 182 &c Marked Exhibit D.

Deed of Trust from Francis A. Wampler to The Westminster Savings Bank of which The Westminster Savings Institution dated May 1st A.D. 1895 recorded as aforesaid in Liber B.B.C. No 46 folio 328 &c Marked Exhibit E.

And further that under the provisions of the Code of Public General Laws of the State of Maryland, relating to Mortgages,

January 23rd A.D. 1896, Chas. J. Reifsnider Jr.

Solicitor for Attorney or Agent named in Mortgages.

Attorney - Agents Bond.

Know all men by these presents that we Charles J. Reifsnider and John L. Reifsnider of Carroll County in the State of Maryland are held and

firmly bound unto the State of Maryland, in the full and just sum of fourteen thousand dollars, current money, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators jointly and severally, firmly by these presents, sealed with our seals, and dated this twenty third day of January in the year eighteen hundred and ninety six. Whereas by Deed of Mortgage dated the thirtieth day of January A.D. 1888, and duly recorded in Liber W.P.M. No. 123 folio 196 &c, one of the Real Estate Mortgage Records of Allegany County, certain Real Estate and personal property situate in Carroll County in the State of Maryland, and therein described, were conveyed by Francis A. Wampler and Frances Ann Wampler, his wife to the Westminster Savings Institution to secure the payment of certain money and the interest as set forth in said Mortgage.

And Whereas by Deed of Partial Release Mortgage, from Francis A. Wampler to the said The Westminster Savings Institution, one dated May 19th A.D. 1891, and recorded among the Chattel and Bond Records of Carroll County in Liber W.P.M. No. 14 folio 464 &c, and the other dated June 16th A.D. 1894, and recorded as aforesaid in Liber B.D.C. No. 16 folio 182 &c, Also a Chattel Mortgage dated May 11th A.D. 1895, and recorded as aforesaid in Liber B.D.C. No. 16, folio 328 &c from the said Francis A. Wampler to The Westminster Savings Bank, formerly The Westminster Savings Institution, certain personal property was bargained sold and mortgaged to the said The Westminster Savings Institution and The Westminster Savings Bank, to secure the payment of certain money and the interest as set forth in said several Mortgages, and in such and all of said several Mortgages it is contained a clause authorizing a sale of the Mortgaged premises and Mortgaged personal property by the Mortgagee its successors or assigns or Charles T. Reifsnider the Attorney or Agent therein named in case of default being made in payment of the Mortgage debt or the interest thereon, or in any covenant condition or agreement therein, And Whereas default has been made in the payment of the Mortgage debt aforesaid and the interest thereon, and in other conditions of said Mortgage, and by virtue of the authority given in said Mortgage the above bounden Charles T. Reifsnider the Attorney or Agent named in said several Mortgages is about to sell the Mortgaged property.

Now the condition of the above obligation is such that if the above bounden Charles T. Reifsnider Attorney or Agent as aforesaid do and shall abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged property or the proceeds thereof, then the above obligation to be void. Otherwise to remain in force and virtue in law.

Signed Sealed and delivered in the presence of Edwin H. Manning

Charles T. Reifsnider (Seal)
attorney or Agent named in Mortgages
John L. Reifsnider (Seal)

The within Bond is hereby approved this 24th day of January A.D. 1896. Test. Benj. F. Crouse clerk.

Exhibit A.

$5075, Westminster Md. January 31st 1888,

One year after date I promise to pay to The Westminster Savings Institution, or its order the sum of five thousand and seventy five dollars current money, for value received with interest from date, & that payable semi-annually.

(Mortgage Note)

Witness Peter B. Mitchell Francis A. Wampler

Indorsed Paid & January 31st 1891,

Exhibit B. To the Original Mortgage from Francis A. Wampler & wife to The Westminster Savings Institution dated January 31st 1888, which is recorded among the Real Estate Mortgage Records of Carroll County in Liber G.W.M. No 23 folio 196 &c,

Exhibit C. To the Original Chattel Mortgage from Francis A. Wampler to The Westminster Savings Institution dated May 19th 1891, which is recorded among the Chattel & Bond Records of Carroll County in Liber J.W.R. No 14 folio 464 &c,

Exhibit D. To the Original Chattel Mortgage from Francis A. Wampler to The Westminster Savings Institution dated June 16 1894, which is recorded among the Chattel and Bond Records of Carroll County in Liber B.O.C. No 16 folio 182 &c

and Exhibit E. To the Original Chattel Mortgage from Francis A. Wampler to The Westminster Savings Bank, dated May 11th 1895 which is recorded among the Chattel and Bond Records of Carroll County in Liber B.O.C. No 16 folio 328 &c

Report of Sales,

The Westminster Savings Institution Mortgagee

vs

Francis A. Wampler and Frances Ann Wampler his wife Mortgagors,

No 3413 Equity

In the Circuit Court for Carroll County, Sitting as a Court of Equity

To the Honorable the Judges of said Court.

This, the Report of Sales of the Real Estate and Personal Property of Francis A. Wampler and Frances Ann Wampler his wife by virtue of the several Mortgages from them to The Westminster Savings Institution (the Originals of which are filed in the above entitled cause) made by Charles O. Fogle trustee appointed by the said Mortgages mentioned, respectfully shows unto your Honorable Court,

First: That before proceeding to execute the power in said several Mortgages contained he executed a Bond to the State of Maryland in the penalty of fourteen thousand dollars, conditioned to abide by and perform any order or decree which might be passed by any Court of Equity in relation to the sale of said Mortgaged premises, or the proceeds thereof which said Bond was

duly advised by the Clerk of your Honorable Court, and filed in this cause,
and that the aforesaid the Real Estate by me sold and mortgaged, once a
week for more than twenty days in the "American Democratic Advocate"
newspaper, published in Westminster Carroll County Maryland, before the day of sale,
and likewise gave notice by handbills for more than ten days before the day of sale
of the aforesaid property mentioned in said three Mortgages, which were
posted up in the vicinity of the place of sale, by which said advertisement and
notice he gave notice of the time place manner and terms of sale, which
were as follows, That Real Estate, one third cash on the day of sale or on the
ratification thereof, one third in nine and the other third in
eighteen months from the day of sale, the credit payments to be secured by
the notes of the purchaser or purchasers, bearing interest from the day of sale or all cash at the option of the purchaser, and
of the personal property, all sums of two dollars and under cash, and on all sums
above two dollars, a credit of six months on note with approved security, bear-
ing interest from the day of sale,
And, That in pursuance of said notices he did attend, on the prem-
ises where said sale was to be advertised to be held on Saturday
the 15 day of February A.D. 1896, at the hour of 1 Oclock P.M, and then and
there offered said Real Estate for the quantity of one hundred and four-
teen acres, and thirty five perches of land more or less, at public sale, to the highest
bidder in the terms of the said Real Estate, and sold the same to Adolphus H.
Snyder for and for the sum of Eighteen dollars and twenty five cents per acre,
he being the highest bidder therefor, the said purchaser paying
in cash the amount of $30.75 by agreement of the purchaser given therefor and
agreeing to pay the residue thereof in cash at the ratification of said sale
by your Honorable Court, The aggregate amount of the sale of said Real
Estate is two thousand one hundred and forty two dollars and
eleven cents ($2142.11)
Fourth, That he offered the personal property on the terms of sale
for the same, and sold the same for the aggregate sum of
five hundred and twenty nine dollars and ten cents ($529.10)
as appears by the Statement of the sales thereof herewith filed
as a part of this report, marked Exhibit F.
All of which is respectfully submitted,
Charles T. Reifsnider
Solicitor for Attorney or Agent,
Charles T. Reifsnider
Attorney or Agent called in Mortgages,
State of Maryland Carroll County to wit;
I hereby certify that on this seventeenth day of February in the year eighteen
hundred and ninety six before the subscriber a Justice of
the Peace of the State of Maryland in and for Carroll County personally
appeared Charles T. Reifsnider Attorney or Agent and made oath on the
Holy Gospels of Almighty God that the matters and things contained
in the aforegoing report & sales are correct and true and that the sales therein

25 × 10
32 × 10
25 × 10

reported are true and bona fide and were fairly made to the best of his knowledge and belief. Sworn before,

William Moore, J.C.

Order nisi on Sale.

The Westminster Savings Bank formerly The Westminster Savings Institution, Mortgagee

vs

Francis A. Wampler and Frances Anna Wampler his wife Mortgagors

No 3413 Equity.

In the Circuit Court for Carroll County, sitting as a Court of Equity.

Ordered this 25th day of February A.D. 1896, that the sales of the Real Estate and Personal Property made and reported in the above entitled cause, by Charles B. Roberts Attorney or Agent, made and by virtue of the powers contained in the Mortgage from Francis A. Wampler and Frances Anna Wampler his wife and the said Francis A. Wampler to The Westminster Savings Institution, filed in the above entitled cause, be finally ratified and confirmed unless cause to the contrary be shown on or before the 25 day of March next. Provided a copy of this order be inserted in some newspaper published in Carroll County Maryland once a week for three successive weeks previous to the 16 day of March next. The report states the amount of the sale of the Real Estate to be Seven hundred and forty two dollars and eleven cents ($742.11) and the personal property to be five hundred and twenty nine dollars and two cents ($529.02)

Benj. F. Crouse, Clerk.

Printers Certificate.

Office of American Sentinel

Westminster Md. March 26th 1896.

This is to certify that the annexed Order No 3413, has been published in the American Sentinel a newspaper printed and published at Westminster Carroll County Md. once a week in each of 3 successive weeks previous to the 26 day of March 1896.

E. Richard Babylon

for Jno. H. Nielen.

Order ratifying Sale

Ordered this 31st day of March A.D. 1896, that the sale of the real and personal property made and reported in the above entitled cause be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although notice of sales to have been given as required by the preceding order, the case is hereby referred to the Auditor to state and account of the Trustee in accordance with the provisions of the Mortgage filed in this cause and report the same to this court for its further orders in the premises.

Charles B. Roberts.

Auditor.

The Westminster Savings Bank formerly the Westminster Savings Institution, Mortgagee

vs

Francis A. Wampler and Frances Anna Wampler his wife Mortgagors

No 3413 Equity.

In the Circuit Court for Carroll County.

In Equity.

To the Honorable the Judges of the Superior Court for Common Pleas, sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court passed in this cause, he examined the papers filed in the cause and does now state the within account as follows, He first made the Statement of Mortgage Claim, Number secured by Chattel Mortgages, which is herewith filed. He then charges the Attorney or Agent with all the purchase money in his hands, from the sales of Mortgaged Real Estate and Personal property to wit: $1671.21 And thereon allowed him his Commissions on sales of Mortgaged Real Estate (viz) and on sales of Mortgaged personal property (Specie &c) also allowed him his expenses and all costs properly allowed. aggregating the sum of $380.90 The whole balance of purchase money from the sale of the Mortgaged Real Estate, and the sales of the Mortgaged personal property then left, aggregating $1290.31 he distributed to The Westminster Savings Bank, formerly The Westminster Savings Institution, Mortgagee in part payment of its Mortgage Claim Number secured by Chattel Mortgages of $1649.62 debt and interest which appears by the Statement of Mortgage Claim, Number secured by Chattel Mortgages herewith filed, which balance on the date of the distribution of sale, (March 31st 1896) owed to said Mortgagee claim Number secured as aforesaid by the Estate of which amount said sum of $1290.31 was paid.

All of which is respectfully submitted.

1896 April 1st

Jno. T. Baumgartner Auditor.

The Mortgaged Real Estate of Francis A. Wampler and the Mortgaged Personal Property of Francis A. Wampler,

In Account with Charles J. Kefauver Attorney or Agent.

Debtor.

1896. February 15th. By Sales of the Mortgaged Real Estate this day made by the Attorney or Agent, at Public Sale to Daniel H. Hamter as appears by his report filed in this Cause February 20 1896. Amounting to the sum of.	$ 1142.	11
1896 February 15. By Sales of the Mortgaged Personal Property, this day made by the Attorney or Agent to various persons, as appears by his report and Exhibit A, thereto filed in this Cause February 20 1896, aggregating the sum of	529.	10
Amount of Sales.	$ 1671.	21

Credit

To the Attorney or Agent, for his Commissions on sales of Mortgaged Real Estate (viz:)	$ 244.	26
To the Attorney or Agent, for his Commissions on sales of Mortgaged personal estate (Specie &c)	42	33
To the Attorney &c, Amount paid E. J. Kefauver for printing including Order nisi on this Account per Voucher No 1 filed	19.	25
To the Attorney &c, Amount paid Vandeford Bro's. for printing per Voucher No 2 filed	10.	00
To the Attorney &c. Amount paid Jno. T. Diffenbaugh for Auctioneering Sales per Voucher No 3 filed.	10.	00

To the Attorney &c, Amount paid S. C. Stoner, for Abstracts,		
per Voucher No 4 filed,	5.	00
To the Attorney &c, Amount paid B. C. Wampler, for this proceeding		
in Order delivering Com &c per Voucher No 5 filed	5.	00
To the Attorney &c, Amount paid John Roger, Coller, Fire Insur-		
-ance, per Voucher No 6 filed,	4.	55
Costs as taxed by the Clerk,		
To Charles I. Barnes Jr. Solicitor Appearance Fee	10.	00
To Benj. F. Crouse Clerk,	21.	60
To Jno. J. Baumgartner Auditor, Making Statement of		
Mortgage Claim further secured by Chattel Mortgages,		
stating this Account &c,	9.	00
Amount of Expenses,	$ 380.	99
To the Westminster Savings Bank, (formerly The Westminster		
Savings Institution) Mortgagee, The whole balance of Pur-		
chase Money from the Sale of the Mortgaged Real Estate		
and the Sales of the Mortgaged Personal property,		
$6290.22 in part payment of its Mortgage claim further		
secured by Chattel Mortgages of $6649.00 debt and dis-		
bursements which appears by the Statement of Mortgage claim		
further secured by Chattel Mortgages herewith filed which		
balance on the date of the satisfaction of Sale (March 31st		
1896) failed to pay said Mortgage Claim further secured		
as aforesaid to the extent of $358.87 the amount of		
Account of Sales,	6290.	22
Order nisi on Audit,	$6671.	21

No 3413 Equity.

In the Circuit Court

for Carroll County,

Dated this 17th day of April A. D. 1896, that the Account of the Auditor filed in this Cause, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 4th day of May next, provided a copy of this Order be inserted in the Democratic Advocate for three successive weeks before the last named day in some newspaper published in Carroll County,

The Westminster Savings Bank, (formerly The Westminster Savings Institution) Mortgagee

vs

Francis A. Wampler and Frances Anna Wampler his wife Mortgagors

Benj. F. Crouse Clerk,

Carroll County, Maryland, to wit:

I hereby certify that the annexed Order nisi on Audit has been published in the American Advocate a newspaper printed and published at Westminster, Carroll

County Ind. once a week in each of two successive weeks previous to the 4th day of May 1896

Eg. Richmond Publisher

per John H. Smitter,

Order Allowing Claim

Ordered this 14th day of May, A.D. 1896, that the foregoing Account be and the same is hereby finally allowed and confirmed and Cause to the contrary having been shown although Notice appears to have been given as required by the preceding order. The Attorney of Agent is directed to apply and pay out the Amount allowed accordingly.

Charles B. Roberts,

Recorded

Pr. Eg. per Jas. H. Billingsley, Clerk

Maryland Sct.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland begun and held at the Court House, in the City of Westminster in Carroll County in the State of Maryland, on the first monday of January (it being the 2nd day of the same Month) in the year one thousand eight hundred and ninety nine,

Were Present,

The Hon. Charles B. Roberts, Chief Judge,

Ephraim Hawies Esq, Sheriff,

James H. Billingslea Clerk,

Among other were the following proceedings to wit:

Be it Remembered that heretofore to wit: on the 22nd day of September A. D. 1898, Edward E. Reindollar Surviving Executor &c. by Messrs Osbaugh & Roberts, his Attorneys, Comes here into Court sitting as a Court of Equity, and files his Order to Docket a case, which Order is in form and words as follows, to wit:

Edward E. Reindollar Surviving Executor under the Last Will and Testament of Samuel Dorsey late of Samuel County deceased

Mortgagee,

vs,

Rachel Lawrence, and Jerome Lawrence her husband

Mortgagors

In the Circuit Court for Carroll County,

Sitting as a Court of Equity,

No 3671 Equity,

Proceeding under the Maryland Code of Public General Laws, Article 66 relating to Mortgages,

James H. Billingslea. Clerk,

Please docket the above entitled cause, and file the accompanying Exhibits A. B. & C. and file and affirmance Bond of Mortgagee,

Osbaugh & Roberts.

Solicitors for Mortgagee

Exhibit A. To the original Mortgage from Rachel Lawrence and husband, to Dr. Samuel Dorsey, dated 1st June 1880. for $380.00 as recorded among the Real Estate Mortgage Records of Carroll County in Liber R. T. S. No 15 folio 606,

Exhibit B.

$380.00 Taneytown Carroll County Maryland,

On or before the first day of June Eighteen Hundred and eighty one, we promise to pay to the order of Dr Samuel Dorsey Three Hundred & eighty Dollars for value received with interest from date. Witness our hands and seals this first day of June eighteen hundred and eighty.

Witness present Chas. A. Eichelberger — Rachel her + mark Lawrence [Seal]

Peter Smith — Jerome his + mark Lawrence [Seal]

This note is secured by Mortgage.

Endorsed,

Interest paid to Sept 1895 $22.80

Exhibit C.

Exemplification of Letters Testamentary.

State of Maryland Carroll County Scit.

The undersigned. Register of Wills for Carroll County aforesaid hereby Certifies that it appears from the Records in his said Office, that the last Will and Testament of Samuel Snoops late of the County and State aforesaid deceased hath in due form of law been exhibited proved and recorded in his said Office and that administration of all the goods chattels and credits of the said deceased was granted and committed by the Orphans Court of Carroll County aforesaid on the 27 day of December in the year eighteen hundred and ninety seven unto Edward E. Reindollar the surviving Executor by the said Will appointed. In testimony whereof I hereunto subscribe my name and affix the seal of my said Office this 15 day of September A.D. 1898.

Joseph D. Norris Register of Wills for Carroll County Maryland.

Executors. Bond.

Know all men by these presents That we Edward E. Reindollar surviving Executor of the last Will and Testament of Samuel Snoops deceased and William H. Reindollar all of Carroll County and State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of seven hundred dollars, to be paid to the said State, its certain Attorney, to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, Executors and administrators jointly and severally, firmly by these presents, sealed with our seals and dated this twenty first day of September in the year of our Lord One thousand eight hundred and ninety eight. Whereas by a deed of Mortgage dated the first day of April 1880 and duly recorded in Liber D.S.S. No 5 Folio 6 &c, the Mortgagees of Carroll County conveyed the estate and property therein described, unto Laurence Myers Jerome Laurence the husband of Samuel Snoops, to secure the payment of certain money and the interest as set forth in said Mortgage, and in said Mortgage is contained a Clause authorizing a sale of the Mortgaged premises by the Mortgagee his executors administrators or assigns in case of default being made in payment of the Mortgage debt or the interest thereon, or in any covenant condition or agreement therein and whereas the said Samuel Snoops has departed this life leaving a last Will and Testament wherein the said Edward E. Reindollar is named as one of the Executors and is now the surviving Executor. And whereas default has been made in the payment of the principal and interest, and in other conditions of said Mortgage, and by virtue of the authority given in said Mortgage the above bounden Edward E. Reindollar surviving Executor as aforesaid is about to sell the Mortgaged property. Now the Condition of this above

obligation is such, that if the above bounden Edward E. Ramsdell Executor as aforesaid, do and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said Mortgaged Premises or the proceeds thereof, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed Sealed and delivered in the presence of } Edward E. Ramsdell. (Seal)
Jno. Thos. Ramsdell } William Jr. Ramsdell (Seal)
Bond approved, Sept. 22nd 1899. Test: Jas. H. Billingslea. Clerk.

Report of Sale.

Edward E. Ramsdell Surviving Executor under the Last Will and Testament of Samuel Sharpe deceased Mortgagee,

To

Rachel Lawrence and Jerome Lawrence her husband Mortgagors

No 3671 Equity.

In the Circuit Court for Harford County sitting as a Court of Equity.

To the Honorable the Judges of the Circuit Court for Harford County sitting as a Court of Equity.

The Report of Edward E. Ramsdell Surviving Executor under the Last Will and Testament of Samuel Sharpe deceased Mortgagee acting in pursuance of the power of sale contained in the Mortgage filed among the proceedings in this cause, respectfully shows, that after giving Bond with security for the faithful discharge of his trust, and after giving notice of the time, place, manner and terms of sale by advertisements in the Aegis a newspaper printed and published in the Town of Jarrettsville, Harford County and State of Maryland, for more than three successive weeks before the day of sale, as will appear by the Certificate of publication filed and marked Exhibit A, and proof of the taking as part of this Report, and also by bills advertising and circulating the neighborhood of said County he did on Saturday the said notice posted on the premises on the fifteenth day of October in the year eighteen hundred and ninety eight at 2 o'clock P.M. and there and then proceeded to sell the said property.

At which sale the said Edward E. Ramsdell Surviving Executor under the Last Will and Testament of Samuel Sharpe deceased Mortgagee offered at public sale, the whole of said property mentioned in said Mortgage to the highest bidder containing two acres of land more or less, and sold the same to Fannie Copenhaver wife of Edward Copenhaver of Harford County and State of Maryland, she being there and there the highest bidder therefor, at and for the sum of Eight hundred and twenty six dollars and twenty five cents to be paid for in cash upon the ratification of this sale by your Honorable Court, as will be appear from the Certificate of sale, signed by said Fannie Copenhaver, and which is hereunto filed as part of this Report and Marked Exhibit B.

All of which is respectfully submitted,

Edward E. Reindollar Surviving Executor under
the last Will and Testament of Samuel Swope deceased Mortgagee.

State of Maryland Carroll County to wit.

I hereby certify that on this twenty ninth day of November in the year eighteen hundred and ninety eight before me the Subscriber a Justice of the Peace of the State of Maryland, in and for Carroll County personally appeared Edward E. Reindollar Surviving Executor under the Last Will and Testament of Samuel Swope deceased Mortgagee, and made oath in due form of law, on the Holy Evangely of Almighty God, that the Matters and Facts stated in the aforegoing report of Sale, are true as therein stated to the best of his knowledge and belief, and that the sale was fairly made

John S. Bogle J.P.

Order nisi on Sale.

Edward E. Reindollar Surviving Executor under the last Will and Testament of Samuel Swope deceased Mortgagee

vs

Rachel Lawrence and Jonna Lawrence her husband Mortgagors

} No 3671 Equity.

In the Circuit Court for Carroll County.

Ordered this 30 day of November in the year eighteen hundred and ninety eight, that the sale of the Real Estate mentioned in these proceedings made and reported by Edward E. Reindollar Surviving Executor under the last Will and Testament of Samuel Swope deceased Mortgagee acting under the power of sale contained in the Mortgage filed among the proceedings in this Cause be ratified and confirmed, unless cause to the contrary thereof be shown on or before the second day of January next. Provided a copy of this Order be inserted in some newspaper printed in Carroll County aforesaid, once a week for three successive weeks before the 26 day of December next. The report states the amount of sale to be $2267.75

Jas. H. Billingslea, Clerk,

Printer's Certificate

Office of The Carroll Record, a Weekly Newspaper Published in Taneytown, Carroll Co. Md.

I hereby certify that the annexed Order, was published three successive weeks prior to the 26 day of December 1898, in The Carroll Record, a Newspaper published in Carroll County Maryland.

John 21st 1899.

P. B. Englar, Editor and Manager
Carroll Record Printing and Publishing Co.
Taneytown Md.

Order ratifying sale.

Edward E. Reindollar Surviving Executor under the last Will and Testament of Samuel Swope deceased Mortgagee

vs

Rachel Lawrence and Jonna Lawrence her husband Mortgagors

} No 3671 Equity.

In the Circuit Court for Carroll County.

Ordered by the Circuit Court for Carroll County sitting as a Court of Equity. This

23rd day of January in the year eighteen hundred and ninety nine, that the sale made and reported in this Cause by the Mortgagee aforesaid be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the preceding order and it is further Ordered that this Cause be and the same is hereby referred to the Auditor of this Court, to state an account in which he is directed to allow to the said Mortgagee the usual commissions and such proper expenses for which he shall satisfactory vouchers, and the Auditor shall report said Account subject to the further order of this Court.

Charles B. Roberts,

Audit.

Edward E. Rendeller surviving Executor under the last Will and Testament of Samuel Swope deceased Mortgagee

vs

Rachel Lawrence and Jerome Lawrence her husband Mortgagors

No. 367 Equity,
In the Orphans' Court for Carroll County
In Equity.

To the Honorable the Judges of the Orphans' Court for Carroll County sitting as a Court of Equity,

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court passed in this Cause, he appointed the parties and their Counsel to meet him at his office in the City of Westminster on Saturday the 20th day of January 1899 for the purpose of stating the accounts in this cause, at which time and place the said Mortgagee made the statement of the Mortgage claim, which is herewith filed, and then charged the surviving Executor of Samuel Swope deceased with all the purchase money in his hands, and thereupon allowed him his commissions as provided by the Mortgage claim. Also allowed him his expenses, together with costs of proceedings allowed. The whole balance of purchase money then left in his hands was $146.40 which he distributed to Edward E. Reindeller, surviving Executor of Samuel Swope deceased Mortgagee, in part payment of his Mortgage claim of $213.84 debt and interest, which appears by the statement of Mortgage claim herewith filed, which balance on the date of the sale (January 23rd 1899) is due to said Mortgage claim in the sum of Sixty six 84/100 dollars. All of which is respectfully submitted,

Jno. J. Bacon Lantz
Auditor.

1898 January 26th

The Mortgaged Real Estate of Rachel Lawrence & husband.

In account with Edward E. Reindeller surviving Executor &c,

Debtor,

1898 October 15	By sales of the Mortgaged Real Estate was made by the surviving Executor of to Samuel Shoemaker, wife of Edward Shoemaker as appears by his report filed in this Cause November 30 1898 amounting to the sum of	$226 75

Credit

To the surviving Executor &c for his Commissions as provided by the Mortgage Claim Docket 5 No.	11.	34
To the surviving Executor &c Amount paid The Carroll Record Printing and Publishing Co. for printing Per Voucher No filed.	8.	50
To the surviving Executor &c Amount paid State Treas. Collateral Taxes for 1898 per Voucher No 2 filed.	2.	06
To the surviving Executor &c Wm J. Claborough Roberts & Wheeler Solicitors for Professional Services rendered per Voucher No 3 filed.	20.	00
Costs as taxed by the Clerk.		
To Claborough and Roberts Solicitors appearance fee.	10.	00
To Jas. H. Billingslea Clerk,	17.	95
To Publication Order nisi &c on this Account,	1.	50
To Jno. J. Baumgartner Auditor, Making Statement of Mortgage Claim, stating this Account &c!	9.	00
	80.	35
Amount of Expenses,		
To Edward E. Reindollar surviving Executor of Samuel Lourse deceased, Mortgagee, the whole balance of principal money secured by Mortgage Claim No 1 filed, which balance on the date of the Ratification & Sale (January 23rd 1899) called & payable is $1466.40 the principal payment & the Mortgage Claim No 2 filed, which balance on the date of the Ratification & Sale (January 23rd 1899) called & payable is $213.24 debt and interest, which appears by the Statement of Mortgage Claim No 2 filed, which balance on the date of the Ratification & Sale (January 23rd 1899) called & payable is $66.84 the debt & interest of the said Mortgage Claim No 3 filed	146.	40
Amount of Sale	226.	75

Order nisi on Audit

Edward E. Reindollar surviving Executor under the last Will and Testament of Samuel Lourse deceased Mortgagee

vs.

Rachel Lawrence and Jerome Lawrence her husband Mortgagors

No 3671 Equity.

In the Circuit Court for Carroll County.

Ordered this 26th day of January A.D. 1899, that the Account of the Auditor filed in this cause be finally ratified and confirmed unless Cause to the Contrary thereof be shown on or before the 13th day of February next. Provided a Copy of this Order be inserted in some newspaper published in Carroll County, once in each of three successive weeks before the 13th day of February next.

Jas. H. Billingslea, Clerk.

Printers Certificate

Office of The Carroll Record a Weekly newspaper Published in Taneytown Carroll Co. Md.

Feby 11th 1899.

I hereby certify that the annexed Order was published three successive weeks prior to the 13th day of February 1899.

in The Carroll Record a newspaper published in Carroll County Maryland,
P.B. English, Editor and Manager.
Carroll Record Printing and Publishing Co. Tawneytown Md.
Order nisi fixing Sales.

Ordered this 21st day of October, in the year eighteen hundred and ninety one, by the Circuit Court for Carroll County, sitting as a Court of Equity, that the aforegoing Account of the Executor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice as appears to have been given in compliance with the preceding Order nisi, and the Executor of Mortgage, is directed to settle out accordingly,

Charles B. Roberts,

Recorded 1891

Test, Jas. H. Billingslea, Clerk,

Maryland to wit.

At a Circuit Court for the Eight Judicial Circuit of the State of Maryland begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the first Monday in May (it being the day of the same month) in the year of our Lord One Thousand Eight Hundred and Eighty four. ~~Eighty four~~

Were Present.

The Hon. Charles B. Roberts. Chief Judge.

Ellis B. Arnold Esq Sheriff.

Benj. B. Crowe, Clerk.

Among other were the following proceedings to wit.

Be it remembered that heretofore to wit. on the 28 day of July A.D. 1886 a certain Charles T. Reifsnider Executor, by Myers Reifsnider & Fink his attorneys came here into Court, sitting as a Court of Equity and filed his order in Docket a case, which said order is in form and words as follows to wit.

State of Maryland, Carroll County to wit.

In the Circuit Court for Carroll County sitting as a Court of Equity.

To. William N. Martin Clerk of said Court,

Please approve and file Bond Charles T. Reifsnider, Executor &c, and Charles E. Fink, to the State of Maryland, in the penalty of one thousand dollars, certified copy of Mortgage from Samuel Nicholson wife & Julia A. Smith, dated April 1st 1879, and recorded among the Real Estate Mortgage Records of Carroll County in Liber D. T. S. No 73 folio 49, with the assignments thereon marked Exhibit No. 1, & promissory note dated April 1st 1879, Samuel Nicholson to Julia A. Smith for $100, payable one year after date, with interest from date marked Exhibit No 2, and Docket case as follows,

Charles T. Reifsnider Executor
vs
Samuel Nicholson & Matilda his wife

Charles T. Reifsnider
Chas E. Fink
Sols for Executor.

Exhibit No. 1 is a certified Copy of a Mortgage from Samuel Nicholson wife to Julia A. Smith dated April 1st 1879 for $100, as recorded among the Real Estate Mortgage Records of Carroll County in Liber D. T. S. No 73 folio 49 &c, & assignments,

Exhibit No 2,

$100. Westminster April 1st 1879,

One year after date I promise to pay, to Julia A. Smith or order One hundred dollars for value received, with interest from date.

Witness Gustavus W Caspster — Samuel his X Nicholson

Cr. By cash as interest 1880 April 19 — $3.00 Endorsed — 1880 July 6 Cash $3.00 Made — 1881 April 9 — $3.00

For value received I hereby assign the within note to Daniel Boyer without recourse

Jno. E. Smith Admr of Julia A. Smith deceased.

Executors Bond.

Know all men by these presents, that we Charles T. Reifsnider Executor of the last Will and Testament of Matilda Boyer, late of Carroll County, in the State of Maryland deceased, and Charles E. Fink of Carroll County in the State of Maryland, are held and firmly bound, unto the State of Maryland, in the just and full sum of One thousand dollars, current money, to be paid to the said State, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs executors and administrators, jointly and severally, firmly by these presents, sealed with our seals dated this twenty ninth day of July, in the year eighteen hundred and eighty six. Whereas by a Mortgage deed from Samuel N. Ecker and Matilda Ecker his wife to a certain Julia A. Smith dated on the first day of June in the year A.D. 1879, and duly recorded among the Real Estate Mortgage Records of Carroll County in Liber B.T.S. No 13 folio 490 &c, power is given to the said Julia A. Smith her heirs executors administrators and assigns to sell the Mortgage premises in the event of a default by the said Samuel N. Ecker in complying with the terms of said Mortgage. And whereas the said Julia A. Smith, has since assigned said Mortgage to a certain Daniel Boyer, and the said Daniel Boyer has since assigned the same to Matilda Boyer, now deceased, as appears by the endorsements on said Mortgage. And whereas there has been a default authorizing the said Charles T. Reifsnider Executor of the last Will and Testament of the said Matilda Boyer, deceased to exercise the power of sale aforesaid, which it is the intention of the said Charles T. Reifsnider Executor as aforesaid to do. Now the condition of the above obligation is such that if the said Charles T. Reifsnider Executor of the Last Will and Testament of Matilda Boyer late of Carroll County deceased shall abide by and pay the due any order or decree, which shall be made by any Court of Equity in the State of Maryland in relation to the sale of said Mortgaged property or the proceeds thereof, then this obligation shall be void, else to be and remain in full force and virtue in law.

Signed and sealed
in presence of
Michael E. Walsh,
The within Bond is hereby approved this 29 day of July A.D. 1886.

Test: Wm. R. Manning. Clerk.

Charles T. Reifsnider Executor
of the Last Will and Testament of Matilda Boyer
late of Carroll County in the State of Maryland deceased

Charles E. Fink

Reports of Sales.

Charles T. Reifsnider Executor of
Matilda Boyer deceased Mortgagee
vs
Samuel Ecker and wife

No 2413 Equity.
In the Circuit Court for
Carroll County Sitting in Equity.
To the Honorable the Judges
of said Court.

The report of Charles T. Reifsnider Executor of the Last Will and Testament of Matilda Boyer, late of Carroll County Maryland deceased assignee of Mortgage respectfully shows.

1st That he is executor of the last will and testament of said Matilda Boyer deceased, as will appear by exemplification of letters testamentary hereunto filed as part hereof Marked Exhibit A.
2. That by virtue of the power of sale contained in a Mortgage from Daniel Nelson and wife to Julia A Smith dated April 1st A.D 1879, and duly recorded among the Land Estate Mortgage Record of Carroll County in Liber R.T. No. 10 Folio 490 etc and which Mortgage was on the 4th day of April 1884 assigned to Daniel Boyer by John E Smith Administrator of Julia A Smith and which Mortgage was on the 10th day of January 1885 assigned by said Daniel Boyer to said Matilda Boyer deceased a certified copy of said Mortgage with said assignments thereon is filed in the above entitled cause marked Exhibit A. he the said Charles S. Reefsnider Executor proceeded to sell the property conveyed by said Mortgage.
Further shows that before proceeding to discharge the trust reposed in him he first executed a Bond to the State of Maryland in the penalty of one thousand dollars, as by law he was required to do. which Bond was duly approved by the Clerk of your Honorable Court. and is filed in this cause, after which he advertised the property conveyed by said Mortgage at public sale in the Democratic Advocate, a newspaper published in Carroll County aforesaid once a week for more than three successive weeks, and also by handbills extensively circulated upon the following terms. One half cash on the day of sale or on the ratification thereof and the other one half in nine months from the day of sale, the credit payment to be secured by the note of the purchaser or purchasers, with approved security bearing interest from the day of sale, and in pursuance of said notice he attended at the premises on Tuesday the 24th day of August, 1886 at 2 Oclock P.M. and there and then offered said property at public sale, and the highest bid therefor was made by a colored woman Rebecca Jones to whom the property was knocked down for the sum of ($225.) two hundred and twenty five dollars, but as Jones failed to comply with the terms of sale, subsequently the said Charles S. Reefsnider Executor after having given notice by advertisements in The Carroll County Record and Democratic Advocate, papers published in Carroll County aforesaid once a week for more than three successive weeks, and by handbills extensively circulated in the vicinity of said property upon the terms before mentioned he proceeded in pursuance of said Notice on Monday March 14th A.D 1887, to offer said property at public sale, at the Court House door, and there at 2 Oclock P.M. did sell the same upon the terms aforesaid to John Thomas Davis agent for the sum of One hundred and seventy six dollars he being the highest bidder therefor. The said purchaser has paid the sum of fifty dollars in Cash and agrees to pay the balance in two equal payments, in nine and eighteen months as directed and the day of sale, with interest from the day of sale. The total amount of sale is $176.00 dollars for which

is respectfully submitted, Charles S. Reifsnider Executor
of Matilda Boyer deceased assignee.

State of Maryland, Carroll County Sct:

I hereby certify that on this 23rd day of March A.D. 1887, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Carroll County, personally appeared Charles S. Reifsnider the above named Executor, and made oath on the Holy Evangels of Almighty God, that the matters and things stated in the foregoing report of sale are correct and true. And that the sale therein reported is a fair sale, and was fairly made.

Sworn & Subscribed before me, Thos. T. Cooper, J.P.

Order nisi on sale.

Charles S. Reifsnider Executor
vs
Samuel Reifsnider & Matilda Reifsnider his wife

No 2413 Equity.

In the Circuit Court for Carroll County Sitting in Equity.

Ordered this 23rd day of March A.D. 1887, That the sale of the Real Estate, made and reported by Charles S. Reifsnider Executor, be finally ratified and confirmed unless cause to the contrary be shown on or before the 27 day of April next, Provided a copy of this Order be inserted in some newspaper published in Carroll County, Maryland, once a week for three successive weeks prior to the 18 day of April next.

The report states the amount of sales to be $176.00

Jno. W. Martin. Clerk.

Printers Certificate.

Westminster Md. May 31st 1887.

I hereby certify that the annexed Order nisi passed in No 2413 Equity in the Circuit Court for Carroll County, sitting as a Court of Equity was inserted in the Carroll County Democrat a newspaper published in Carroll County Maryland, once a week for three successive weeks prior to the 13 day of April 1887.

Robert MacDonald
Managing Editor,

Order ratifying Sale.

Ordered this 1st day of June 1887, That the sale of the Mortgaged property made and reported in the above entitled Cause be and the same is hereby finally ratified and confirmed unless cause to the contrary hearing been shown although notice thereof has been given as required by the preceding Order. The case is hereby referred to the Auditor to state the account of the trust fund in accordance with the provisions of the Mortgage filed in this Cause, The Executor of the Mortgagee is allowed the usual Commissions and expenses, and report the same to this Court for its further order in the premises.

J. Thomas Jones.
Auditor,

Charles T. Reifsnider
Executor
vs
Samuel Nicholson and
Matilda Nicholson his wife

No 2413 Equity.

In the Circuit Court for Somerset County. in Equity.

To the Honorable the Judges of the Circuit Court for Somerset County, sitting as a Court of Equity,

The Auditor respectfully reports that in pursuance of the Order of your Honorable Court, passed in this Cause he examined the papers filed in the Cause and therefrom stated the within account as follows, He finds made the Statement of Mortgage claim filed in the Cause, said Statement being herewith filed, He has charged the Executor with all the purchase money in his hands and thereon allowed him his Commissions and expenses and all costs proper to be allowed. The whole balance of purchase money now left in his hands is $68.13 he distributes to Charles T. Reifsnider Executor of Matilda Boger deceased Assignee of Daniel Boger Assignee of Joshua E. Smith administrator of Julia A. Smith deceased Mortgagee, in pursuance of this Mortgage claim of $148.02 debt and interest which appears by the Statement of Mortgage claim herewith filed, by the Statement of Mortgage claim herewith filed, which balance on the date of this Account fails to pay said Mortgage claim by the sum of seventy nine dollars and fifty nine cents $79.59

All which is respectfully submitted.

1889. February 2nd. Jno. J. Bonny Junr. Auditor.

The Mortgaged Real Estate of Samuel Nicholson Deceased
In account with Charles T. Reifsnider Executor.

Debtor.

1887. March 14th By Sale of the Mortgaged Real Estate thereof made by the Executor as appears by this report filed in this Cause March 23rd 1887, the sum of	$	176. 00

Credit.

To the Executor for his Commissions	$	12. 32
To the Executor amount paid E. J. Richard for printing per Voucher No 1 filed.		12. 50
To the Executor amount paid The Somerset County Democrat for printing per Voucher No 2 filed		6. 50
To the Executor amount paid The Somerset County Democrat for printing per Voucher No 3 filed		7. 50
To the Executor amount paid R. C. Matthews for auctioneering Sales per Voucher No 4 filed.		5. 00
To the Executor Do pay Vandeford Bros. for printing per Voucher No 5 filed		15. 00
To the Executor Do pay Wm. S. Rencher Coll. Taxes for 1884, 1885, 1886 & 1887 per Vouchers Nos 6, 7, 8 & 9 filed		10. 60
Costs as taxed by the Clerk.		
To Reifsnider & Pinks Solicitors, appearance fee		10. 00

To Wm. N. Martin Clerk.		17. 65
To Publication Order nisi in this Account.		1. 50
To Jno. J. Baumgartner Jr. Auditor for making Statement of Mortgage Claim and Stating this Account.		9. 00
Total Amount of Expenses.		107. 57
To Charles T. Redsecker Executor of Matilda Boyer, deceased assignee of David Boyer assignee of John E. Smith, administrator of Julia A. Smith deceased Mortgagee, the sole balance of purchase money Order, $68.43 in part payment of this Mortgage Claim of $482 debt and interest which appears by the Statement of Mortgage Claim heretofore filed which balance on the date of this Account, February 2nd 1889 Gets Paid said Mortgage Claim to the extent of		68. 43
Total Amount of Sale.		176. 00

Order nisi on Audit.

Charles T. Redsecker Executor vs Samuel Nickum and Matilda Nickum his wife } No 2413 Equity.

In the Circuit Court for Carroll County.

Ordered this 2 day of February A.D. 1889, that the Account of the Auditor filed in this Cause be finally ratified and confirmed, unless Cause to the contrary thereof be shown on or before the 25 day of February next. Provided a copy of this order be inserted for two successive weeks before the last mentioned day in some newspaper published in Carroll County.

Wm. N. Martin, Clerk.

Printers Certificate,

Westminster Md. May 1st 1894.

We hereby certify that the annexed Order nisi on Auditors was published for two successive weeks prior to the 25th day of February 1889 in the Democratic Advocate a newspaper published in Carroll County Md.

Vandeford Bros., Editors and Publishers.

Order ratifying Auditor,

Ordered this 5th of May 1894, that the foregoing Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given in compliance with the preceding Order nisi. The Mortgagee is directed to pay over accordingly.

Charles B. Roberts.

Recorded

Per Jno. J. Billingslea Clerk.

Maryland Ser.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the 1st Monday of May (it being the 3rd day of the same month) in the year one thousand eight hundred and ninety eight.

Were Present.

The Hon. Charles B. Roberts. Chief Judge.

Ephraim Harris Esq. Sheriff.

Jas. H. Billingslea Clerk.

Among other were the following proceedings Docit.

Be it remembered that heretofore Docit on the 28th day of September A.D. 1896. John H. Elgine and others by Michael E. Walsh their Attorney came into Court here. Setting as a Court of Equity and filed their Bill of Complaint, which appears in the words and figures following, Docit.

To the Circuit Court for Carroll County. Sitting in Equity.

No 3485.

To the Honorable the Judges of the Circuit Court for Carroll County in Equity.

Your Orators and Oratrixes Complaining say,

1st That John Slater late of Carroll County Md. deceased departed this life in said County in the Month of July A.D. 1871, having a Last Will and Testament duly proved and recorded in the Register of Wills in said County, a certified Copy of which Will is filed herein and prayed and referred to as a part hereof.

2nd That the said Testator died seized of a valuable real estate consisting of about Seventy acres of land more or less, situate in Carroll County aforesaid, and bounded and described as follows: To wit: Beginning for the same at a stone standing on the North side of the Road leading from Westminster to Manchester, and running thence with the said Road North Eighty-five degrees West Forty-two perches to a stone; thence North Seventy-three degrees West Forty-two perches to a stone; thence North Sixty-one degrees West Forty-two perches to a stone; thence North Forty-nine degrees West Forty-two perches to a stone; thence North Thirty-seven degrees West Forty-two perches to a stone; thence North Twenty-five degrees West Forty-two perches to a stone; thence North Thirteen degrees West Forty-two perches to a stone; thence North One degree East Forty-two perches to a stone; thence North Eleven degrees East Forty-two perches to a stone; thence North Twenty-three degrees East Forty-two perches to a stone; thence North Thirty-five degrees East Forty-two perches to a stone; thence North Forty-seven degrees East Forty-two perches to a stone; thence North Fifty-nine degrees East Forty-two perches to a stone; thence North Seventy-one degrees East Forty-two perches to a stone; thence North Eighty-three degrees East Forty-two perches to a stone; thence South Eighty-five degrees East Forty-two perches to a stone; thence South Seventy-three degrees East Forty-two perches to a stone; thence South Sixty-one degrees East Forty-two perches to a stone; thence South Forty-nine degrees East Forty-two perches to a stone; thence South Thirty-seven degrees East Forty-two perches to a stone; thence South Twenty-five degrees East Forty-two perches to a stone; thence South Thirteen degrees East Forty-two perches to a stone; thence South One degree West Forty-two perches to a stone; thence South Eleven degrees West Forty-two perches to a stone; thence South Twenty-three degrees West Forty-two perches to a stone; thence South Thirty-five degrees West Forty-two perches to a stone; thence South Forty-seven degrees West Forty-two perches to a stone; thence South Fifty-nine degrees West Forty-two perches to a stone; thence South Seventy-one degrees West Forty-two perches to a stone; thence South Eighty-three degrees West Forty-two perches to the beginning, containing seventy acres of land more or less, and the said Testator died seized of the following: It was my Will that my Colored Woman Ann Eliza Slater should have Land of Mine during her natural life, after which the said Land should fall back to my heirs. The said Testator left a Widow and Children and leaving real estate situate in Carroll County aforesaid.

John H. Elgine and Ella Elgine his wife
William A. Elgine and Emily Elgine his wife
Jno. R. Buchman and Peter Buchman his husband
Ella D. Slater, and Benton Slater her husband
Agnes Haring and Francis L. Haring her husband
Martha Myers and Jonathan C. Myers her husband
Willard B. Taylor, and Addie B. Taylor his wife
Peggy W. Taylor, Annie S. Taylor, Jane E. Spencer and George Spencer her husband
Alverda A. Zepp and John Zepp her husband
Florence A. Miller and Peter A. Miller her husband
Martin E. Hane and William Hane her husband
George Taylor, Alice V. Brown and Frances E. Brown her husband Plaintiffs,

vs,

Catharine Miller, Isabella Richards, Elisha Slater, John H. Manning and Jane Manning his wife, Amanda Shipley, Elias Slater and Catharine Slater his wife, Augustus Slater, Alice A. Slater, Charles E. Slater, Alonzo A. Slater, Pleasant S. Slater, Ida J. Glover and Glover her husband, Wm Adolphus M. Slater, Sarah Slater, Edward Slater, Lore Lemist, Sanford Lemist, Jacob Lemist, William Lemist, Thomas Lemist, Ella Shaw, Orly Shaw, Charles Shaw, Catharine Slater Widow & Executrix Defendants

2nd That the said Ann Eliza Slater departed this life in the month of November A.D. 1875.
3rd That said Testator left surviving him at the time of his death, as his only heirs at law, the following children and grand children to wit: Elisha Slater, Hezekiah Slater, Jacob Slater and John Nathaniel Slater his sons and the following daughters Mary, intermarried with Charles Christ, Catharine intermarried with Philip Smith, Isabella intermarried with Richard Richards, the following grand children, John Manning intermarried with Jane Manning and Amanda Sanders intermarried with Chas. Sanders dec'd, Children of a daughter Hannah intermarried with Richard Manning both of whom are dead, John K. Allgire intermarried with Ella Allgire, Sidney A. Allgire, intermarried with Emily Allgire, Mary R. Allgire intermarried with Peter Buchman, Amanda Allgire intermarried with Francis L. Young, Ella Allgire intermarried with Benton Slater, Martha Allgire intermarried with Jonathan P. Myers and Rebecca Allgire intermarried with George Taylor children of Breedon Slater a daughter of said Testator who intermarried with Amos Allgire and departed this life before her father, The said Rebecca Taylor departed this life Intestate, in the County aforesaid in or about the year 1879, leaving surviving her, George Taylor her husband and the following children her only heirs at law, William B. Taylor, intermarried with Addie B. Taylor, George W. Taylor, Amos J. Taylor, Jane E. intermarried with George Spencer, Alvenda A. intermarried with John Spigle, Florence A. intermarried with Otis J. Miller, Martha E. intermarried with William Skinner. The said Hezekiah Slater left surviving him as his only heirs at law two sons, Augustus Slater and Elias Slater intermarried with Salamina Slater, The said Jacob Slater, left surviving him the following children his only heirs at law, Oliver H. P. Slater, Charles E. Slater, Adolphus M. Slater intermarried with — Slater, and Alice D. intermarried with Francis L. Brown, Mary A. Slater Pleasant A. Slater, and Ida J. Slater. intermarried with — Glover. The said Adolphus M. Slater departed this life in the year 18, leaving surviving him the following children his only heirs at law. Ida Slater and Edward Slater. The said John Nathaniel departed this life A.D. 1876 leaving two infant sons Thomas M. and David H. Slater and one older daughter Rachel A. Slater, his only heirs at law. And also a last will and testament a certified Copy of which is herewith filed Marked Exhibit B. by said Will his wife Catharine Slater was appointed Executrix and she has duly qualified as such, The said Hannah Christ departed this life in the year 18 — and Charles Boyd Charles Christ departed this life A.D. 18 — and left surviving her as her only heirs at law the following children Sarah, Jacob, Lizzie, William and Thomas Christ and a daughter Sarah intermarried with Joseph Shaw. The said Sarah Shaw departed this life in the State of Indiana, leaving surviving her the following children her only heirs at law. Ella Shaw, Orly Shaw, and Charles Shaw, and her husband Joseph Shaw is also dead. The said Richard Richards and John Wells departed

this bill hereinafter years ago.
4th That said Elisha Slater late of Carroll County Maryland died in or about Martha E. Slater & William Slater her husband & Francis E. Brown and Alice E. Brown his wife and Martha Rogers and Jonathan Rogers her husband, who live in Baltimore County Maryland, Catharine Fuller living in Adams County State of Pennsylvania, Isabella Richards living in Sharon County Iowa, John W. Manning and wife Amanda Manning, Lore Sanford, Jacob, William and Thomas Christ, Ella Shirley and Charles Shaw, Augustus Slater Elias Slater and Valentine Slater his wife who reside in Randolph County, and Pleasant S. Slater, and Oliver W. F. Slater, Lida Slater, and Edward Slater reside in Sharon County in the State of Indiana, Charles E. Slater and Alonzo A. Slater who reside in Yell County in the State of Arkansas, and Ida S. Glover and — Glover her husband who reside in Johnson County State of Kansas.
5. That said 20 acres of land mentioned in said Bill are correctly described in Exhibit A filed herewith.
6. That said lot or parcel of land cannot be divided in kind among the persons interested therein without loss and injury to them, and on account of said infant children, but it would be to the benefit and advantage of all parties interested to have said land sold, and the proceeds of sale divided amongst them according to their interests therein.

To the end, therefore,

(1) That a decree may be passed for the sale of said Real Estate,
(2) That the proceeds of said sale may be distributed among the parties entitled thereto according to their respective rights and interests,
(3) That your Orators and Oratrices may have such other and further relief as their case may require.

May it please your Honorable Court to grant unto your Orators and Oratrices the Writ of Subpoena directed to the Elisha Slater, and Catharine Slater, Executrix of John N. Slater residing in Carroll County, commanding them and each of them to be and appear, either in person or by Solicitor in this Court, on or before a certain day to be named therein to show cause if any they have why a decree ought not to be passed as prayed, and also to grant an Order of Publication giving notice to the said Catharine Fuller of the State of Pennsylvania, Isabella Richards of the State of Iowa, John W. Manning and Jane Manning his wife, Amanda Sanders Lore Sanford, Jacob, William and Thomas Christ, Ella Shirley and Charles Shaw Augustus Slater and Elias Slater, and Valentine Slater his wife, Pleasant S. Oliver W. F. Slater, Lida, and Edward Slater, all of whom reside in the State of Indiana, Charles E. and Alonzo A. Slater, who reside in the State of Arkansas, and Ida S. Glover and — Glover her husband, who reside in the State of Kansas, who are non-residents of this State of the object and substance of this Bill, and warning them to appear in this Court in person or by Solicitor on or before a certain day to be named therein to show cause, if any they have why a decree ought not to be passed as prayed. As in duty bound &c

Sept 28th 1896. Michael E. Walsh Solicitor for Complainants.

Exhibit A.

In the name of God Amen, I John Slater of Carroll County in the State of Maryland being of sound and disposing mind and understanding considering the certainty of death and the uncertainty of the time thereof, and being desirous to settle my worldly affairs and thereby be the better prepared to leave this world, when it shall please God to call me hence, do therefore make and publish this my last Will and Testament in manner and form following that is to say; First and principally I commend my soul into the hands of Almighty God that gave it and my body to the earth to be decently buried at the discretion of my Executor hereinafter named, and as to my debts and funeral charges are paid I give and bequeath as follows. It is my will that my land Residence and Plantation, about two hundred and seventeen acres more or less shall be divided as near equal as convenient in quantity quality and value among my heirs, namely. My grand son, John William Hastings, son of my daughter, Louisa (deceased) shall have one share of said land. It is my will that my daughter Jane interman'd with Charles Shrink one share of the above named land. It is my will that my daughter Isabella intermarried with Lochan Lockhart, shall have one share of the above named land. It is my will that my grand children born to my son Jacob Slater by his second wife shall have one share of the above named land. It is my will that my grand children, (two in number) born of my son Ezekiah Slater, shall have two hundred dollars each. It is my will that the land on which I now live, two hundred and twenty eight acres of land more or less, shall be divided among the following heirs to wit namely, It is my will that my daughter Catharine, intermarried with John Miller of Pennsylvania, shall have one share of the latter named land. It is my will that my son, Elisha Slater, shall have one share of the latter named land agreeing his natural life, after which said share of land, shall become the property of my grand children born of my son Elisha and his wife Martha. It is my will further that my son Elisha and his family shall not immediately enter and destroy the timber on said share of land. It is my will that my son John Nathaniel Slater shall have one share of the latter named land. It is my will that my grand children born by my daughter Rebecca intermarried with Wilson Segine, namely Asbery, John Henry, Rebecca, Ruth, Martha, Amanda and Ellen, shall have for their share, One dollar each and no more. It is my will that my Colored woman Miss Eliza Slater shall have One single bedstead and bedding consisting of one feather bed and pillows, Four coverlets, one lindy quilt, four sheets, one bedcord, one pine chest and contents, one desk chest, one center stand, one rocking chair, one white bottom chair, one Iron pot, one trunk. It is my will that my son John Nathaniel Slater shall have one bedstead and bedding consisting of one feather bed and pillows, one chaw tick, two bed coverlets, one yellow calico quilt, one board safe one low shelf with chest, one, one inch chisel one

one inch auger. one Mason hammer and prax, one hand saw. It is my will that a road shall be opened, commencing at or near my house, and running in a direct course to the Cecil road the stone planted at the corner of Nicholas Bradderson's lot. It is my will that my grand son, John Manning, shall pay to his sister Alexander Manning Fifty dollars in money. (Fifty) It is my will that my Executors shall put up my above described tombstones. It is my will that my Executor shall pay to Lewis Herring fifty dollars for the purpose of defraying my funeral expenses in building a comely Monument. It is my will that my colored woman Eliza Slater shall have said off for her use twenty acres of land during her natural life. Upon which said land she shall come back to my heirs. I do hereby revoke all other wills by me heretofore made. Lastly. I do nominate and appoint my son John Nathaniel Slater to be the Executor of this my last will and Testament. And I do hereby give him full power and authority to act in my name, as if I were living, by proving and recording all former wills of testaments, ratifying and confirming this and none other to be my last will and testament.

In testimony whereof I have to this my last will and Testament subscribed my name, and set my seal this fifteenth day of February in the year of our Lord one thousand eight hundred and sixty nine.

John B. Slater

Signed sealed declared and published by the said John B. Slater as and for his last will and testament in presence of us. who at his request and in his presence, and in the presence of each other, have subscribed our names as witnesses thereto.

$2.00 Revenue Stamp $2.00 Revenue Stamp

Granville T. Herring
George W. Shipley
Charles W. Borden.

Maryland Cecil County to wit.

On the 3rd day of August 1871. before the Orphans Court of Cecil County came John B. Slater. the person who exhibited the aforegoing Testamentary writing and in open Court made oath on the Holy Evangely of Almighty God. that the same is the true and whole last Will and Testament of John Slater, late of Cecil County, deceased. That he found the same since the Testators death locked up among Testators papers. and that he does not know of any other Will or Codicil left by said deceased

Test: Jos. M. Poole. Register of Wills,

Maryland Cecil County to wit.

On the 7th day of July A.D. 1871. before the Orphans Court of Cecil County came George W. Shipley and Charles W. Borden and on the 7th day of August 1871. came Granville T. Herring the subscribing witnesses to the aforegoing last will and testament of John Slater, late of Cecil County deceased and in open Court made oath on the Holy Evangely of Almighty God that they did see John Slater the testator in said Will named sign and seal said Will. that they heard him publish, pronounce and declare

the same be his last Will and Testament. That at the time of so doing he the said John
Slater was, to the best of their apprehension, knowledge and belief of sound and
disposing mind memory and understanding, and that they subscribed their re-
spective names as witnesses to said Will, at the request of the said testator, in
his presence and in the presence of each other.

Test; Jos. M. Parke Register of Wills,

State of Maryland Carroll County to wit.

I hereby certify that the aforegoing is a true Copy taken from the original Will
and recording of record in the Office of the Register of Wills for Carroll
County.

In testimony Whereof I have hereunto subscribed my name
and affixed the Seal of my Office this 24th day of December 1896.

Jos. M. Parke Register of Wills for Carroll County.

Exhibit B.

In the Name of God Almighty Amen, being weak in body, but of sound and
mind, I make my last Will and Testament viz: First, my funeral expenses
and debts are paid, the residue of my Estate viz: I will and bequeath
to my wife Catharine Slater the household furniture to her, to do with
as she wishes, to set aside for the use of, and the funeral to be
held, real and personal, and divided equal, between Catharine Slater, David
H. Slater, Rachel R. Slater, Thomas H. Slater to be paid to each as they become
of age and I leave my wife Catharine Slater administratrix, without
giving bond, and to have power to sell and convey the same as if I were living
and done the same I have written by my hand, this 3rd Feb. day of our Lord—
eighteen hundred and ninety four.

Witness Edward G. Keefe. John N. Slater Seal
Witness E. T. Coolidge
Witness William Lamer.

Maryland Carroll County to wit:

On the 24th day of February 1896. before the Orphans Court of Carroll County
came Catharine Slater and in open Court made oath on the Holy Evan-
gels of Almighty God. That the above instrument of writing is the true and
whole last Will and Testament of John N. Slater late of Carroll County
deceased, that she found it since his death among his papers, and that
she does not know of any other Will or Codicil left by said deceased.

Jos. H. Parke Register of Wills for Carroll County.

Maryland Carroll County to wit:

On this 17 day of February 1896 before the Orphans Court of Carroll County
came Zachariah T. Coolidge and William Lamer, and on the 24
day of February 1896 came Edward G. Keefe the subscribing Witness
to the foregoing last Will and Testament of John N. Slater late of Carroll
County deceased, and in open Court made oath on the Holy Evangels
of Almighty God that they did see John N. Slater the testator in said Will
named sign and seal said Will, that they heard him publish, pronounce
and declare the same to be his last Will and Testament, that at the time of so

doing, he the said testator was to the best of their apprehension knowledge and belief of sound and disposing mind memory and understanding, and that they subscribed their respective names as witnesses to said Will, at the request of the said Testator in his presence and in the presence of each other. Test; Geo. M. Parke.
Register of Wills for Carroll County.

In the Orphans Court of Carroll County,

The Court after having carefully examined the above last Will and Testament of John N. Slatter, late of Carroll County deceased and also the evidence adduced as to its validity orders and decrees this 24th day of February 1896. that the same be admitted to probate in this Court as the true and genuine last will and testament of the said John N. Slatter deceased.

Jacob Reichard
Albert Schaeffer
William G. Bricker } Judges.

State of Maryland Carroll County to wit:

I hereby certify that the aforegoing is a true copy taken from the original filed and remaining of record in the Office of the Register of Wills for Carroll County. In testimony whereof I have hereto subscribed my name and affixed the seal of my office this 24th day of September 1896.

Geo. M. Parke Register of Wills for Carroll County.

Exhibit B.

Lot No. 6. Parts of tracts of land called "Brooks New Adventure" and "Castle Rising" Beginning at a stone heretofore planted for the end of the N 66° E 29¼ line of the second described land that was conveyed by Edward Hall and Elisha T. Slade to John Slatter, by a deed bearing date March 17th 1845, and running reversed bounding on said second described land N 66° E 29¼ perches to a stone for corner, South eighty seven and a half degrees, West 29 perches to a stone, North eighty one degrees, West forty four and two tenth perches to a marked White Oak tree, South eighty six degrees West 10 perches to Lot No. 5 as now laid out, and bounding thereon North seventeen degrees East thirty seven and a half perches to a stone, South eighty six degrees, East twenty perches to a stone, South eighty six degrees, East twenty six and eight tenths perches to the place of beginning on the North 25° E 87/10 rds line of the whole tract of land conveyed by John Slatter as aforesaid, and bounding thereon reversely North on allowance for variation, South twenty six and a half degrees, West twenty and seven tenth perches to the place of beginning, containing and laid out for 20 acres of land more or less.

State of Maryland Carroll County to wit.

I hereby certify that the aforegoing is a true copy of the description of Lot No. 6. set forth in Exhibit B. filed in Cause No. 1305 Equity recorded among the Chancery Records of Carroll County in Liber J.B.B. No. 21 Folio 2 &c.

In testimony whereof I have hereto set my hand and affix

Seal
Circuit Court
Seal

The Seal of the Circuit Court for Cavan County this 25th day of September A.D. 1896.

Benj. D. Crouse Clerk.

Order of Publication filed (omitted)

Printers Certificate of Publication of Order of Publication filed 10th Oct. 1896. (omitted)

Answer of Elisha Slater.

John H. Allgire &c
vs
Catharine Miller &c

No. 3485 Equity.

In the Circuit Court for Cavan County.
Sitting in Equity.
To the Honorable the Judges of said Court.

The Separate Answer of Elisha Slater to the Bill of Complaint against him and others in the above entitled cause exhibited respectfully shows,

This Defendant admits the matters and facts set forth in said Bill of Complaint, and hereby consents to the immediate passage of such decree in the premises for the sale of the Real Estate therein mentioned as may be right and proper.

And as in duty bound &c.

Elisha Slater.

Petition to make additional defendants Order of Court.

John H. Allgire &c
vs
Catharine Miller &c

No. 3485 Equity.

In the Circuit Court for Cavan County.
Sitting in Equity.
To the Honorable the Judges of said Court.

The Petition of John H. Allgire one of the Complainants in the above entitled cause, respectfully shows,

(1) That Rachel R. Slater, David H. Slater, and Thomas M. Slater, children and only heirs at law of John M. Slater late of Cavan County deceased who is mentioned in the Bill of Complaint, in this Cause, have an interest in the Real Estate mentioned in Exhibit B, to said Bill of Complaint, as well as by reference to the 30th of the last will and testament of the said John M. Slater deceased marked Exhibit B, to said Bill of Complaint.

(2) That the said Rachel R. David H. and Thomas M. Slater all reside in Cavan County Manitoba, and are all infants under the age of twenty one years except the said Rachel R. Slater, who is an adult above the age of 21 years. To the end therefore, that the said Rachel R. David H. and Thomas M. Slater be made parties defendants to this Cause, May it please your Honorable Court, to grant the Writ of Subpoena against the said Rachel R. David H. and Thomas M. Slater the last two of whom are infants, commanding them to appear in this Court on some certain day to be therein named to answer said Bill of Complaint and abide by and perform such decree as may be passed therein,

And as in duty bound &c

Michael E. Walsh Solicitor for Petitioner.

Ordered by the Circuit Court for Cavan County sitting as a Court of Equity this 12th day of November A.D. 1896. that Rachel R. Slater, Thomas M. Slater and David

H. Fletter because they are hereby made parties defendants to the above entitled cause and the allegations be assumed as prayed in the foregoing petition.

Charles B. Roberts

Interlocutory decree,

No 3485 Equity.

John H. Allgire et al
vs
Catharine Miller et al

In the Superior Court for Laurel County
Sitting in Equity.

The Order of Publication heretofore passed in this cause, having been duly published, and the said Non-resident defendants having failed to appear & to answer the Bill of Complaint in the above entitled cause. It is therefore this 13th day of November, A.D. 1896, by the Superior Court for Laurel County, adjudged ordered and decreed that the said Bill of Complaint, be and the same is hereby taken pro confesso against the said defendants, and it is further ordered that leave be and the same is hereby granted to the complainants Solicitors to take testimony before one of the standing Commissioners of this Court to sustain the allegations of the Bill of Complaint.

Charles B. Roberts

Answer of Rachel K. Fletter.

No 3485 Equity.

John H. Allgire et al
vs
Catharine Miller et al

In the Superior Court for Laurel County.
Sitting in Equity.
To the Honorable the Judges of said Court

The defendant answer of Rachel K. Fletter to the Bill of Complaint in the above entitled cause, against her and others, defendants, exhibited respectfully shows, That she admits all the matters and things set forth in said Bill of Complaint, and agrees to the passage of such decree in this cause, as may be in accordance right,

Wherefore, she prays to be dismissed &c

Rachel K. Fletter.

Answer of Guardian ad litem

No 3485 Equity.

John H. Allgire et al
vs
Catharine Miller et al

In the Superior Court for Laurel County.
Sitting in Equity.
To the Honorable the Judges of said Court

The joint and several answer of Thomas Fletter and David K. Fletter, defendants in the above entitled cause, by David E. Walsh their duly appointed guardian ad litem, duly appointed by order of this Court to Bill of Complaint in the above entitled cause against them and others exhibited, respectfully shows, That these defendants being infants under the age of twenty one years, cannot admit any of the matters and things in said Bill alleged, and submit their rights thereunder to the protection of this Court.

And as in duty bound &c David E. Walsh.

Guardian ad litem.

Filed

Decree.

John L. Gillespie et ux
Plaintiffs
vs
Catharine Millerd et al
Defendants

In the Circuit Court for Harford County,
Sitting as a Court of Equity.
No 3485 Equity.

The above cause standing ready for hearing, and being submitted on the argument, the Bill answers and evidence and all the proceedings were by the Court read and considered, and it appearing from the proceedings that the period of 30 days was elapsed since the Interlocutory decree against certain defendants in this cause was passed, and that no answers, pleas, or demurrer has been entered by said defendants and that the allegations in the Bill and testimony present a proper case for relief, It is thereupon this eighth day of January in the year eighteen hundred and ninety seven, by the Circuit Court for Harford County, sitting as a Court of Equity, Adjudged Ordered and decreed, that the Real Estate described in the Bill, in this cause consisting of Twenty acres of land be sold and that Michael E. Walsh be and he is hereby appointed Trustee to make said sale and that the Terms and manner of his proceedings shall be as follows, he shall give bond with two Sureties to the State of Maryland approved by himself and a surety or sureties to be approved by this Court or by the Clerk thereof in the penalty of Seven hundred dollars, conditioned for the faithful performance of the Trust reposed in him by this decree, or by the supplemental decree or by any further decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks notice by advertisements inserted in some newspaper published in Harford County and by such other mode as he shall think proper of the time place and terms of sale, which shall be as follows, to wit: One third part of the purchase money, shall be paid by the purchaser or purchasers to the Trustee on the day of sale, or upon the ratification thereof by this Court, and the residue shall be paid in two equal payments, the one to be paid in one year, and the other in two years from the day of sale, with interest, and to be secured by the note of the purchaser or purchasers with security to be approved of by the Trustee, and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale with an affidavit annexed of the truth thereof and of the giving of said notice, and on ratifying the Courts ratification of the sale, and the payment of the whole purchase money, (and not before) the said Trustee shall be good and sufficient deed to be executed acknowledged and recorded according to law, convey to the purchaser or purchasers, his her or their heirs the property sold and all the right title and interest of the parties hereto to the same and all persons claiming by from or under them or either of them, and the said Trustee shall convey

into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the Costs of this suit; the proceeds of said sale and such commissions to the said Trustee as this Court may think proper to allow in consideration of the skill attention and fidelity wherewith he shall appear to have discharged his Trust,

Charles B. Roberts,

Trustees Bond.

Know all men by these presents that we Michael E. Walsh, Rosanna C. Walsh, and Michael Walsh, of Queen Anne's County in the State of Maryland, are held and firmly bound unto the State of Maryland in the penal sum of four hundred dollars current money to be paid to the said State of Maryland or its certain Attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs executors and administrators jointly and severally firmly by these presents, sealed with our seals and dated this twenty fifth day of January A.D. 1897. Whereas by a decree of the Equity Court for Queen Anne's County sitting as a Court of Equity, bearing date the eighteenth day of January A.D. 1897 the cause in the said Court wherein John H. Allgire and others are complainants and Catharine Miller and others are defendants the above named Michael E. Walsh has been appointed Trustee to make sale of certain real estate in the proceedings in said Cause mentioned, Now the condition of the above obligation is such that if the above bound Michael E. Walsh does and shall well and faithfully perform the trust reposed in him by said decree or that may be passed in this or any further decree or order of said Court in the premises, then the above obligation to be void and of no effect. Otherwise to remain in full force and virtue in law.

Michael E. Walsh (Seal)
Rosanna C. Walsh (Seal)
Michael Walsh (Seal)

Signed Sealed and delivered in presence of David E. Walsh.

The within Bond is hereby approved this 27 day of January A.D. 1897.

Test. Benj. D. Emerson Clerk,

Trustee's Report of Sale,

John H. Allgire et al
vs.
Catharine Miller et al

No 3485 Equity.

In the Circuit Court for Queen Anne's County.
Sitting in Equity.

To the Honorable the Judges of said Court.

The Report of Sale of Michael E. Walsh, Trustee aforesaid by the decree passed in this Cause, to make sale of the Real Estate therein mentioned, respectfully shows,

That after first giving Bond to the State of Maryland, with security for the faithful discharge of his Trust, and giving notice of the time place manner and terms of sale, by advertisement in the Democratic Advocate, a newspaper printed and published in Westminster Carroll County Maryland, once a week for three successive weeks before the day of sale, in accordance with said decree as is shown by printer's Certificate filed herewith marked Exhibit X,

and by handbills extensively circulated throughout said County one of which was put up at the Court House door.

2nd That said Trustee did pursuant to said advertisement attend at the premises on the 23rd day of February A.D. 1897, at 1 Oclock P.M. and there and then offered at public sale, the parcel of land described in said advertisement containing 20 Acres of land more or less, and sold the same at public sale to F. Emily Bay, at and for the sum of $9.25 per acre, amounting to $185. she being there and then the highest bidder therefor. Said purchaser has complied with the terms of sale to the satisfaction of said Trustee, all of which is respectfully submitted.

Witness William H. Baer. Michael E. Walsh Trustee.

State of Maryland Anne Arundel County to wit:

On this 26th day of February A.D. 1897, before the subscriber a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, personally appeared Michael E. Walsh, Trustee named in the above Report of Sale, and made oath in due form of law, that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

William H. Baer, J.P.

Order nisi on Sale.

John H. Wilgus et al
vs. } No. 3485 Equity.
Catharine Miller et al

In the Circuit Court for Anne Arundel County, Sitting in Equity.

Ordered this 26 day of February, 1897, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, that the sale of the Real Estate mentioned in these proceedings, made and reported by Michael E. Walsh, Trustee be ratified and confirmed unless cause to the contrary be shown on or before the 31st day of March next, provided a copy of this order be inserted in some newspaper printed in Anne Arundel County, Maryland, once in each of three successive weeks, before the 22nd day of March next. The report states the amount of sale to be $185.

Benj. B. Brewer, Clerk.

True Copy Certificate.

Westminster Md. March 29th 1897.

We hereby certify that the annexed Order nisi on sale, was published once in each of three successive weeks prior to the twenty second day of March 1897, in the Democratic Advocate, a newspaper published in Carroll County Md.

Vandeford Bro. Editors and Publishers.

Order ratifying Sale

Ordered by the Circuit Court for Equity Anne Arundel County, sitting in Equity, this 12 day of April A.D. 1897, that the sale made and reported by Michael E. Walsh, Trustee in the above entitled cause be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have

been given as required by the Order on it passed in said Court.

Charles B. Roberts,
Auditor.

John H. Allgire et al
vs
Catharine Miller et ux
} No 3485 Equity,
In the Circuit Court for Carroll County.
In Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity

The Auditor respectfully reports that in pursuance of the Order of Your Honorable Court passed in this Cause, he examined the papers filed in the Cause and therefrom stated the within account as follows. He charged the Trustee with all the Trust Fund in his hands and thereon allowed him his commissions and disbursements and all costs as per Order allowed. The balance of Trust Fund there left Dr. $42.94 he distributed in accordance with the provisions of the last will and testament of John Blair deceased testator. All of which is respectfully submitted,

1898 May 9th. Wm. J. Baumgartner Auditor,

The Real Estate of John Blair deceased
In Account with Michael E. Walsh, Trustee,

Debtor.

1897, February 23rd By sale of Real Estate there made by the Trustee
Dr. Emily J. Bay as appears by his report filed in this Cause
Dr. May 26, 1897, amounting to the sum of. $185.00

Credit.

To the Trustee for his commissions,		$ 02.95
To the Trustee amount paid Michael E. Walsh Solicitor for professional services rendered per Voucher No 1 filed		25.00
To the Trustee do pay Vincent Wright for Auctioneering Sale per Voucher No 2 filed		3.00
To the Trustee do pay Vandeford Bro. for printing per Voucher No 3 filed,		19.50
Costs of taking evidence,		
To Joseph M. Parke Examiner.		6.00
To Edesha F. Slater Witness		2.20
To Catharine F. Slater "		1.65
To George M. Parke Register		2.46
To David E. Walsh Defendants Solicitor,		4.00
Costs as taxed by the Clerk,		
To Michael E. Walsh Solicitor appearance fee		10.00
To Jas. H. Billingslea Clerk,		31.95
To J. Alvey Lindsay Sheriff		2.95
Defendants Costs		
To Brian L. Hoff Solicitor appearance fee		10.00

To Jas H. Billingslea Clerk.			$	0. 60
To Publication Order ni si in this account.				1. 50
To Jno J Baumgartner Auditor, Stating this Account &c,				9. 00
		Amount of expenses	$	142. 56
		Balance for distribution.		42. 94
		Amount of Sale	$	185. 00
Balance for distribution brought forward,			$	42. 94
and distributed in accordance with the provisions of the Last Will and Testament of said John Slater deceased Testator as follows to wit,				
To Elisha Slater a son of said Testator	1/9		4	77/9
To Catharine Miller wife of John Miller a daughter of said Testator	1/9		4.	77/9
To Isabella Richards wife of Richard Richards a daughter of said Testator	1/9		4.	77/9
To John A. Downing a Grand-Son of said Testator	1/20 of 1/9		2	38 5/9
To Amanda Sanders wife of Wm H. Sanders a Grand daughter of said Testator	1/20 of 1/9		2.	38 5/9
To John H. Allgire a grandson of said Testator	1/20 of 1/9			68 10/63
To William A. Allgire a grandson of said Testator	1/20 of 1/9			68 10/63
To Mary R. Buchanan wife of Peter Buchanan a Grand daughter of said Testator	1/20 of 1/9			68 10/63
To Amanda Herring wife of Francis L. Herring a Grand daughter of said Testator	1/20 of 1/9			68 10/63
To Ella Slater wife of Reuben Slater a Grand Daughter of said Testator	1/20 of 1/9			68 10/63
To Martha Ingen wife of Jonathan P. Ingen a Grand daughter of said Testator	1/20 of 1/9			68 10/63
To William B. Taylor a Great Grandson of said Testator	1/20 of 1/7 of 1/9			09 325/441
To Simon J. Taylor a Great Grandson of said Testator	1/20 of 1/7 of 1/9			09 325/441
To Jane E. Spencer wife of George Spencer a Great Grand daughter of said Testator	1/20 of 1/7 of 1/9			09 325/441
To Adeline Single wife of John Single a Great Grand daughter of said Testator	1/20 of 1/7 of 1/9			09 325/441
To Florence A. Miller wife of Peter Miller a Great Grand daughter of said Testator	1/20 of 1/7 of 1/9			09 325/441
To Martha E. Risner wife of William Risner a Great Grand daughter of said Testator	1/20 of 1/7 of 1/9			09 325/441
To George W. Taylor a Great Grandson of said Testator	1/20 of 1/7 of 1/9			09 325/441
To Augustus Slater a Grandson of said Testator	1/20 of 1/9		2	38 5/9
To Elias Slater a Grand Son of said Testator	1/20 of 1/9		2.	38 5/9
To Oliver H. P. Slater a Grandson of said Testator	1/20 of 1/9			68 10/63
To Charles E. Slater a Grandson of said Testator	1/20 of 1/9			68 10/63
To Alonzo A. Slater a Grandson of said Testator	1/20 of 1/9			68 10/63
To Alice V. Brown wife of J. Francis H. Brown a Grand				

daughter of said Testator	1/20 of 1/9			68 10/63	
To Pleasant S. Slater a Grandson of said Testator	1/20 of 1/9			68 10/63	
To Ida T. Glover wife of Glover a Granddaughter of said Testator	1/20 of 1/9			68 10/63	
To Eula Slater a Great Granddaughter of said Testatrix	1/20 of 1/20 of 1/9			34 5/63	
To Edward Slater a Great Grandson of said Testator	1/20 of 1/20 of 1/9			34 5/63	
To Catharine Slater Executrix of the Last Will and Testament of John Nathaniel Slater deceased son of said Testator	1/9		4.	7 7/9	
To Love Elmer a Grandson of said Testator	1/60 of 1/9			79 14/27	
To Lawton Elmer a Grandson of said Testator	1/60 of 1/9			79 13/27	
To Jacob Elmer a Grandson of said Testator	1/60 of 1/9			79 14/27	
To William Elmer a Grandson of said Testator	1/60 of 1/9			79 14/27	
To Thomas Elmer a Grandson of said Testator	1/60 of 1/9			79 13/27	
To Ella Shaw a Great Granddaughter of said Testator	1/30 of 1/60 of 1/9			26 41/81	
To Ada Shaw a Great Granddaughter of said Testator	1/30 of 1/60 of 1/9			26 41/81	
To Charles Shaw a Great Grandson of said Testator	1/30 of 1/60 of 1/9			26 41/81	
			XX	XX	
		$ 42.	94	$ 42.	94

Order ni si.

No 3485 Equity.

In the Circuit Court for Accomack County.

John H. Gillespie etal
vs
Catharine Miller etal

Ordered this 18 day of May A.D. 1898. That the Accounts of the Auditor of this Court be and the same are hereby finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 30 day of March next. provided a copy of this order be inserted in some newspaper published in Accomack County, once a week for four successive weeks before the last mentioned day.

Jno H. Gillespie Clerk,

Printers Certificate.

Westminster Md June 7th 1898.

We hereby certify that the annexed Order ni si in Chancery was published for four successive weeks prior to the 30 day of May 1898 in The Democratic Advocate, a newspaper published in Accomack County Va. Vandenford Bros.

Editors and Publishers,

Order ratifying Account.

Ordered this 20 day of June A.D. 1898, by the Circuit Court for Accomack County sitting in Equity, that the foregoing Account of the Auditor of Public Accts. be and the same is hereby finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 30 day of March next, provided a copy of this order be inserted in some newspaper published in Accomack County, once a week for four successive weeks before the last mentioned day. The Solicitor is hereby directed to pay said accounts.

Charles B. Roberts.

Recorded & Exd

Jno. H. Gillespie. Clerk,

Maryland Sct.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the first Monday of March (it being the 6th day of the same Month) in the year of our Lord One thousand eight hundred and ninety nine.

Were Present.

The Hon. Charles B. Roberts. Chief Judge.

Ephraim H. Haines Esq. Sheriff

Jas. H. Billingslea. Clerk.

Among other were the following proceedings Do wit:

Be it Remembered that heretofore Do wit: On the 31st day of October A. D. 1898. Eliza M. Simons. Mortgagee. by George H. Sargeant. Esq. her Attorney comes here into Court sitting as a Court of Equity; and files her Order & Docket case, which Papers are in words and words as follows Do wit:

To J. H. Billingslea, Clerk of Circuit Court. Westminster. Md.

Dear Sir. Enclosed please find,

(1) A Mortgage from Milton Hammond and wife Eliza M. Simons.
(2) Bond of George H. Sargeant. and others. duly executed,
(3) Proof of Mortgage Claim of Eliza M. Simons.

Please file these papers, and advise me that my Bond is duly approved.

In reference to the bond. I will say, that Wm L. Symington is President of the Baltimore Fire Insurance Company. here and is a man of some means, as for myself Wm E. C. Sargeant of your Bar, is acquainted with me and knows my responsibility,

If there is anything in these papers that does not meet your approval, I must particularly the Bond and proof of claim. Please advise me.

Very Respectfully,

Geo. H. Sargeant.

The Mortgage referred to in the aforegoing Order is the Original of the one from Milton Hammond and wife to Eliza M. Simons for $3000.00 dated September 21st 1896, recorded Sept 22nd 1896, in Liber B. F. C. No. 139 folio 95 &c one of the Real Estate Mortgage Records of Carroll County. said recorded Sept. 26th 1896, in Liber J. G. No. 113. folio 733 &c one of the Land Records of Frederick County.

Statement of Claim.

Baltimore October 28th 1898.

The Estate of Milton Hammond deceased and Elizabeth H. Hammond

To Eliza M. Simons Dr.

To amount of promissory note of said Milton Hammond since deceased, and Elizabeth H. Hammond dated September 21st 1896. payable three years after date, $3000.00

Of which the following is a copy viz:
$3000.

Baltimore September 21st 1896.

Three years after date, for Value Received, we jointly and severally promise to pay to the Order of Eliza H. Simms, Three Thousand dollars, in Gold Coin of the United States, of present standard of weight and fineness, Value received.

(Secured by Mortgage) Signed Milton Hammond
Signed Elizabeth H. Hammond.

(The Original of which note will be produced at the proper time) $3000.

Interest on the above $3000. from March 21st 1897 to April 1st 1898. 194.50

$3194.50

Less Credit endorsed upon said note, being cash received April 1st 1898, from the Peoples Mutual Insurance Company of Washington City, Dist. 1000.00

$2194.50

Interest on $2000. of the above balance from April 1st 1898,

State of Maryland Baltimore City, to wit:

I Hereby certify that on this 28th day of October in the year 1898 before me the Subscriber a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid duly commissioned and qualified personally appeared the above named Eliza H. Simms and made oath on the Holy Evangels of Almighty God that the above account was stated in just and true. And that she has not directly or indirectly received to her knowledge any part or parcel of the Money Charged as due by said Account or any security or satisfaction for the same more than what is given for it and appears in the said Account.

Test Witness my hand and Notarial Seal,
Geo. H. Jones Notary Public,

Attorney Bond

Know all men by these presents, That we George H. Sangster, William H. Pennington and Charles S. Snyder of the City of Baltimore and State of Maryland are held and firmly bound unto the State of Maryland, in the just and full sum of Four Thousand five hundred dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made we bind ourselves and each of us, and each of our heirs executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty eighth day of October in the year One thousand eight hundred and ninety eight. Whereas the above bounden George H. Sangster the Attorney named in a certain Mortgage from Milton Hammond and Elizabeth H. Hammond his wife to Eliza H. Simms which Mortgage is dated September 21st 1896. and is duly recorded among the Real Estate Mortgage Records of the said County in Liber B. F. L. No 339 folio 98 &c. and is also recorded among the Land Records of Frederick County in Liber J. L. J. No 73 folio 735 &c. is about to sell the land and premises

mentioned, in the aforesaid Mortgage at public sale, under the powers contained in said Mortgage, the same being in default. Now the condition of the above obligation is such that if the above bounden, do and shall abide by and fulfill any order or decree which shall be passed by any Court of equity in relation to the sale aforesaid, for payment of the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed Sealed and delivered in the presence of
W.K. Burch.
Bond approved.

Geo. H. Sargeant. (Seal)
Wm L. Pennington (Seal)
Chas J. Sieges (Seal)

Has. H. Billingslea. Clerk.

Report of Sale.

Eliza M. Simons
vs
Milton Hammond and
Elizabeth H. Hammond

In the Circuit Court for Kent County.
In Equity.
To the Honorable the Judges of the Circuit Court for Kent County.

The report of sale of George H. Sargeant, Attorney named in the Mortgage from Milton Hammond and Elizabeth H. Hammond, his wife to Eliza M. Simons mentioned in these proceedings respectfully shows that by virtue of the power and authority in him invested under the terms of said Mortgage, after giving bond with security for the faithful discharge of his trust, as fixed and directed by said Mortgage which were duly approved, and warrant given notice of the time, place manner and terms of sale, by advertisements inserted in the Democrat Advocate, a newspaper published in Carroll County, and also in "The Citizen" a newspaper published in Frederick County, (copies of which are here to annexed) for more than three successive weeks preceding the day of sale, said Attorney did pursuant to said notice on Tuesday the 15 day of November 1898 at one Oclock P.M. attend on the premises and there and then sold the property described in said Mortgage and in said advertisements to Public Auction to Eliza M. Simons for the sum of Eight hundred dollars ($800.) she being the highest and best bidder therefor, and the purchaser stated the terms of sale being one-third cash balance in six and twelve months, accepted to the satisfaction of the said Attorney, with interest, or all cash at the purchaser's option. The purchaser elects to pay all cash, and has paid one hundred dollars on account thereof.

Respectfully submitted George H. Sargeant.
Attorney named in the Mortgage.

The Advocate & Frederick Citizen's Notice of sale, appears as follows.

Mortgagee's Sale of Valuable Mill Property.

Situated on Little Pipe Creek, and on the road leading from York to Frederick City, and lying partly in Carroll and partly in Frederick Counties, about half a mile from Emmorville Station W.M.R.R. formerly known as "Hammond's Mill." Under and by virtue of the power contained in a Mortgage

from Milton Hammond and wife to Eliza M. Simons, dated September 21st 1896, and duly recorded among the Real Estate Mortgage Records of Carroll County, Md. in Liber B.P.C. No 39 folio 95 &c, and also recorded among the Land Records of Frederick County, in Liber J.J.F. No 73 folio 233 &c, the undersigned will sell, at public auction, on Tuesday the 15th day of November 1898, at one o'clock P.M. on the premises all those pieces or parcels of land and premises lying partly in Carroll County and partly in Frederick County, State of Maryland, which are described as follows, that is to say, All that Mill Dam and Mill Race, heretofore used and connected therewith on Little Pipe Creek where it enters the Frederick and York road, with the Mill seat, Mill dam and Millrace thereon erected, and Mill Lot containing 5 acres, 2 roods and 36 09 perches of land more or less, and said Millrace has a uniform width of 23 feet, from the Mill to the dam and contains 506 square perches, more or less, formerly the property of Milton Hammond late deceased, and which said Milton Hammond and Elizabeth H. Hammond, granted by their Mortgage to Eliza M. Simons as hereinbefore recited. The said land and premises above to be sold, lying on the Millrace, from the Mill dam, North westerly, and includes the Eastern half of the Bed of Little Pipe Creek for the whole length of the Lot, improved by a large Stone, Grist Mill recently partially destroyed by fire. Frame Dwelling House of seven rooms, stable and outbuildings.

The Mill has been run successfully for many years past, and has a never failing supply of water.

Terms of Sale: One thing Cash, balance in six and twelve months, secured to the satisfaction of the undersigned, with interest, Or all cash at the purchasers option, a deposit of $100, will be required of the purchaser at time of sale.

Thos. J. Kolb
Auctioneer

George K. Sargeant.
Attorney named in the Mortgage.

State of Maryland City of Baltimore Sct:

I hereby certify that on this twenty third day of November 1898, before me the Subscriber a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, duly Commissioned and qualified, personally appeared the within named George K. Sargeant, Attorney as aforesaid and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the Sale thereby reported was duly made.

(Seal)

Wm H. Jones
Notary Public

Order Nisi

Eliza M. Simons
vs
Milton Hammond &
Elizabeth H. Hammond

} In the Circuit Court for Carroll County No 3680 Equity.

Ordered this 26 day of November A.D. 1898, that the sale of the Mortgaged property mentioned in these proceedings made and reported by George K. Sargeant, Attorney named in the Mortgage be ratified and confirmed unless cause to the contrary thereof be shown on or before the 26 day of December next, provided a copy of this order be inserted in some newspaper printed in Carroll County, once in each of three successive weeks before the 19 day of

December next. The report states the amount of Sale to be $800.00

Jas. H. Billingslea. Clerk.

Painters Certificate.

Westminster Md. Dec. 31st 1898.

We hereby certify that the annexed Order nisi was published for three successive weeks prior to the 19 day of December 1898 in The Democratic Advocate, a newspaper published in Carroll County Md.

Unidentified Bros.

Editors and Publishers.

Order ratifying Sale.

Ordered by the Circuit Court for Carroll County this 31st day of December A.D. 1898, that the Sale made and reported by the Attorney above named, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice as by law required has been given as required by the above order nisi passed in this cause, and the case is hereby referred to the Auditor to state an account.

Charles B. Roberts,

Judge.

Auditor.

Eliza M. Simms
vs
Milton Hammond and
Eliza H. Hammond

No 3680 Equity.

In the Circuit Court for Carroll County, in Equity.

To the Honorable the Judges of the Circuit Court for Carroll County, sitting as a Court of Equity.

The Auditor respectfully reports, that in pursuance of the Order of your Honorable Court, passed in this cause, he examined the papers filed in the Cause, and therefore stated the account as follows.

He first made the Statement of Mortgage Claim which is herewith filed. He then charged the Attorney named in the Mortgage with all the proceeds money in his hands, and then allowed him his commissions and expenses, and all costs so far as the same were allowed. The whole balance of proceeds money then left to wit: $630.15. The Auditor distributed to Eliza M. Simms Mortgage, as per agreement, the Mortgage Claim of $223.78, debt and interest, which appears by the Statement of Mortgage Claim herewith filed. Which balance on the date of the Ratification of Sale (December 31st 1898) owed to said Mortgage Claim the sum of fifteen hundred and forty seven 85/100 dollars.

All of which is respectfully submitted.

1899. January 11th

John J. Baumgardner.

Auditor

The Mortgaged Real Estate of Milton Hammond and wife
Is accepted with.
George H. Sanger Attorney &c

Debtor

1898, November 15th By Sale of the Mortgaged Real Estate, this made by the Attorney named in the Mortgage to Eliza M. Simons as appears by his report filed in this cause, November 25th 1898, amounting to the sum of $ 800. 00

Credit.

To the Attorney, for his commissions, $ 40. 00
To the Attorney, Amount paid Thos J. Kolb for Auctioneering Sale per Voucher No 1 filed, 5. 00
To the Attorney, Amount paid per Eliza M. Simons to Hezekiah Berry Collector of Taxes, for Carroll County, for 1897, per Voucher No 2 filed, 12. 00
To the Attorney, Amount paid to W. Baughman, Collector of Taxes for Frederick County, for 1894, 1895, 1896 & 1897 per Vouchers Nos 3, 4, 5 & 6 filed, 14. 94
To the Attorney, Amount paid to J. Kaufman, County Treasurer of Frederick County, Taxes for 1898 per Voucher No 7 filed, 3. 81
To the Attorney, to pay Vouchers for 1899, for printing per Voucher No 8 filed, 2. 50
To the Attorney, to pay Vouchers for 1899, for printing per Voucher No 9 filed, 15. 50
To the Attorney, to pay Baughman Brothers for printing per Voucher No 10 filed, 1. 00
To the Attorney, to pay Baughman Brothers for printing per Voucher No 11 filed, 9. 00
To the Attorney, to pay Hezekiah Berry Collector of Taxes for Carroll County, for 1898, per Voucher No 13 filed, 11. 55
Costs as taxed by the Clerk,
To Jas. H. Billingslea Clerk, 24. 05
To D. H. Hargett Clerk of Frederick County, 6. 50
To Publication Order Nisi on this Account, 1. 50
To Jno. J. Baumgartner Auditor, Examining Papers & Stating Account - Preparing Schedules & Mortgage Claim, stating this Account, Postage &c, 13. 50
Balance of Proceeds, $ 169. 85

To Eliza M. Simons Mortgagee the whole Balance of Purchase Money due it $ 630. 15 the part payment of the Mortgage Claim of $ 2278, and Interest as per such Claim as stated by the Auditor of Mortgage Claim, the Sale of the Real Estate which balance on the date of the ratification of Sale, (December 31st 1898) failed to pay said Mortgage Claim to the extent of $ 1647. 85 the Balance Amount of Sale. 630. 15
$ 800. 00

Order Nisi.

Eliza M. Simons
vs.
Milton Hammond and
Eliza H. Hammond

No 3680 Equity.
In the Circuit Court
for Carroll County.
Ordered this 13 day of January

A.D. 1899, that the account of the Auditor filed in this cause be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of January next; provided a copy of this order be inserted for two successive weeks before the last named day, in some newspaper published in Carroll County.

Jas. H. Billingslea, Clerk,

Printers Certificate.

Westminster Md. March 6th 1899.

We hereby certify that the annexed Order nisi in Auditor was published for two successive weeks, prior to the 30 day of January 1899, in the Democratic Advocate, a newspaper published in Carroll County Md.

Wiltsford & Son
Editors and Publishers.

Order ratifying Auditor

Ordered this 8th day of March, A.D. 1899, that the foregoing account of the Auditor, be and the same is hereby finally ratified and confirmed, unless cause to the contrary thereof shall be shown, on or before the 30th day of January next; provided a copy of this order be inserted in some newspaper published in Carroll County, once in each of three successive weeks before the last named day.

The Attorney is directed to pay over accordingly.

Charles B. Roberts.

Recorded

Ex. Docket

Jas. H. Billingslea, Clerk,

Maryland Set:

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland, on the first Monday in March (it being the 5 day of the same Month,) in the year of our Lord one thousand eight hundred and ninety Nine,

Present,

The Hon. Charles B. Roberts Chief Judge.

Ephraim Hawkins Esq. Sheriff.

Jas. H. Billingslea Clerk.

Among other were the following proceedings to wit

Be it remembered that before the writ on the 30 day of June A.D. 1898. John Demoss vetera. by Jno. Milton Benson his Solicitor Attorney. Came here into Court, & filed as a Court of Equity, and filed their Bill of Complaint which is in the words and figures as follows to wit.

In the Circuit Court for Carroll County

In Equity,

No 3646

To the Honorable the Judges of said Court.

The Bill of Complaint of John Demoss and Emma Demoss his wife, Emily Jane Smith and Ezello B. Smith her husband, Raymond Demoss and Rachel Demoss his wife, Louis Demoss and Emma Demoss his wife, Florence Kingsbury and Theodore Kingsbury her husband, John H. Warner and Minnie B. Warner his wife, Kate M. Fisher and William A. Fisher her husband, Bertie E. Eckard and Newton M. Eckard her husband, Frank B. Warner and Laura D. Warner his wife and William A. Warner and Lizzie M. Warner his wife, humbly complaining respectfully shows unto your

Honorable Court:

First: That Thomas Demoss late of Carroll County aforesaid departed this life in said County, on or about the _ day of _ A.D. 189_ seized and possessed of a parcel of land containing two acres more or less situate in Carroll County Maryland which he retained in his

25 X 32 X 25 X

life time by a deed of conveyance from Nimrod Hardesty and wife, dated October 1st 1838 and recorded among the Land Records of Carroll County in Liber W.H.H. No. 3, folio 144 &c, also another parcel of land situate, lying & being on the East side of Sams Creek called "Belle Venture" situate in said County, which was conveyed to him the said Thomas Demoss, in his lifetime by Richard Warner Executor of Elijah Wagner deceased by deed dated January 8th 1874, and recorded as aforesaid in Liber W.M.H. No 30 folio 387 &c excepting and reserving unto the said Wm. Wolf and Conveyed by the said Thomas Demoss in his lifetime as above,

(a) Also that part thereof described in a deed from said Thomas Demoss to Stephen B. Hesselbrode dated March 6th 1866, and recorded among the Land Records of Carroll County in Liber W.M.H. No 93 folio 2 &c

(b) Also that part thereof described in a deed from said Thomas Demoss to John Demoss, dated April 23rd 1881, and recorded among the Land Records aforesaid in Liber J.J.S. No 55 folio 273 &c,

(c) Also that part thereof described in another deed from said Thomas Demoss to John Demoss, dated October 29th 1881, and recorded as aforesaid in Liber J.J.S. No 56 folio 107 &c,

(d) And also all that part thereof described in a deed from said Thomas Demoss to Louis A. Laudette dated December 1st 1883, and recorded as aforesaid in Liber J.J.S. No 60 folio 152 &c,

Second. That the said Thomas Demoss left a last will and testament at the time of his death, bearing date October 25th 1893, and duly admitted to probate by the Orphans Court of Carroll County, and recorded in Liber J.J.S. No 76 folio one of the Records & Wills in the Office of the Register of Wills for Carroll County, as appears by a duly certified copy thereof, herewith filed as a part hereof and marked Exhibit No.

Third: That by the first item of said last Will and Testament the said Thomas Demoss devised and bequeathed to his wife Matilda Ann Demoss, his dwelling house and lot of land, containing two acres more or less, situated in Pinkneyville, to have and to hold the same absolutely with all his household furniture and all the rest of his personal property, including live stock, farming utensils. Also gave and bequeathed to his wife the rest of the tenant houses and lots situate in Pinkneyville. Also all the land lying on the East side of the Sams Creek running North during her natural life and from and after the decease he devised the same to be sold by his Executor hereinafter named within six months after the decease of his said wife and equally divided among his children share and share alike.

Fourth: That the said Thomas Demoss, left surviving him at the time of his death, his said widow Matilda Ann Demoss who is still living and the following children and grand-children as his only heirs at law to wit: Nimrod Demoss a son who is married and whose wife's name is Rachel, both of whom reside in Baltimore County, in the State of Maryland. Laura Dixon

Demos a son, who is married and whose wife's name is Emma Demos, both of whom reside in Butler County in the State of Kansas, Emily Jane Smith a daughter, who is married, and whose husband's name is Ozello B. Smith, and both of whom reside in Baltimore City, in the State of Maryland, a daughter Mary Warren wife of Elias Warren who resides in Carroll County in the State of Maryland, and a grandchild, Florence Kingsbury wife of Orlando Theodore Kingsbury, both of whom reside in Kalamazoo, Kalamazoo County, in the State of Michigan, and who is a daughter of Edna Hooker wife of Lewis Hooker, now deceased and a daughter of said Thomas Demos, who departed this life in Carroll County Maryland long prior to the death of said Thomas Demos, leaving ~~xxxxxxx~~ the said Florence Hooker now Kingsbury, as her only child and heir at law, all of whom are adults above the age of twenty one years.

Fifth: That the said Mary Warren departed this life intestate in Carroll County, since the death of the said Thomas Demos, leaving surviving her husband, Elias Warren, who resides in Carroll County aforesaid, and the following children her only heirs at law to wit: Frank G. Warren whose wife's name is Laura A. Warren, James A. Warren whose wife's name is Louisa Warren, Bertie E. Eckard whose husband's name is Newton H. Eckard, Willie Lewis T. Warren, whose wife's name is Susie H. Warren, Kate M. Fisher whose husband's name is William A. Fisher, John W. Warren whose wife's name is Minnie E. Warren, and Welsh Warren all of whom reside in Carroll County, except the said Kate M. Fisher and her said husband and John W. Warren and his said wife all of whom reside in Baltimore City aforesaid, and all of whom are adults above the age of twenty one years except the said Welsh Warren, who is an infant under the age of twenty one years. That subsequently to the death of said Thomas Demos, and prior to the death of said Mary Warren to wit: On the 31st day of January A.D. 1894, the said Matilda Edna Demos, widow of the said Thomas Demos, in consideration of the sum of eight hundred and fifty dollars, paid her did by her deed of that date, grant assign convey and set over unto the said Minnie Demos, Mary Warren wife of Elias Warren, Louis Dixon Demos, John Lloyd and Emily Jane Smith wife of Ozello B. Smith, all of the right, title interest and estate both at law and in Equity in and to the estate of the said Thomas Demos, both real personal and mixed, particularly the personal property and chattels set out and described in the inventory returned to the Orphans Court by the Executor of the last Will and Testament of said Thomas Demos, as well also in and to all the real estate situate lying and being in the County of Carroll and of which the said Thomas Demos died seized and possessed, and more particularly set forth in the first mentioned part of this Bill of Complaint and said deed which is duly recorded among the Land Records of Carroll County per Liber B.O.L. No 78 folio 164 &c a duly certified copy whereof is hereunto filed as part hereof and marked Exhibit, No 2.

Seventh; That the said sum of eight hundred and fifty dollars, the consideration in the aforesaid deed Exhibit No 2. was advanced and paid to the said Matilda Ann Demoss by Simmons Demoss, John Demoss and Emily Jane Smith wife of Ozello B. Smith, with the understanding and agreement with the other grantees in said deed Exhibit No 2. that the same was to be refunded from out of the proceeds of sales of said part of said estate of Thomas Demoss devised and bequeathed to his wife as aforesaid and by her granted and assigned as above.

Eighth, That the aforesaid real estate devised to the said Matilda Ann Demoss and by her granted and conveyed as aforesaid is not susceptible of partition without material loss and injury to the parties entitled to interests therein, and that in order to make division of said interests it will be necessary that the said real estate be sold, and the proceeds thereof divided amongst the parties according to their respective interests,

Ninth; That your Complainants are informed and do charge that the said Simmons Demoss, John Demoss and Emily Jane Smith wife of your said Complainants are entitled to have paid them out of the proceeds of the sale of said real estate, after the payment of the necessary costs and expenses, the aforesaid sum of eight hundred and fifty dollars, with interest thereon, from the said 31st day of January, 1894,

To the end therefore,

1 That a Decree may be passed for the sale of the real estate devised to the said Matilda Ann Demoss, by the last will and testament of the said Thomas Demoss, as aforesaid and by her subsequently conveyed as aforesaid.

2. That out of the proceeds of sale of said real estate, the said Simmons Demoss, John Demoss and Emily Jane Smith wife of Ozello B. Smith may be decreed to receive the sum of eight hundred and fifty dollars, with interest thereon from January 31st 1894 as aforesaid after the payment of the necessary costs and charges.

(3) That the balance of the proceeds of said sale may be distributed among the respective parties entitled thereto.

4 That your Complainants may have such other and further relief as their case may require.

May it please your Honorable Court to grant unto your Complainants the writ of subpoena directed to the said Effie Warren, James S. Warren, Celia Warren, Stella B. Stockdale Executor of the last will and testament of Thomas Demoss, late of Calvert County deceased, adults and Gilbert Warren an infant all residing in Calvert County in the State of Maryland commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein

Jno. Milton Redgrave Solicitor for Complainants

Exhibit No. 1.

In the Name of God. Amen. I, Thomas Demuth, of Howard County, in the State of Maryland, being in a low and feeble state of body, but of sound and disposing mind, memory and understanding, considering the certainty of death, and the uncertainty of the time thereof, and being desirous to settle my worldly affairs and to be better prepared to leave this world when it shall please God to call me hence, do make and publish this my last Will and Testament in manner and form following; that is to say, I give and bequeath unto my wife Matilda Ann, my dwelling house and lot of ground containing two acres more or less, situated in Ilchester to have and to hold the same absolutely, with all my household furniture and all the rest of my personal property including live stock, farming utensils. I also give and bequeath to my wife the rents and profits of the leased house and shop situated in Ilchester. Also all the land lying on the east side of Ilchester running North, during her natural life. And from and after the decease of my wife I devise the same to be sold by my Executor hereinafter named within six months after the decease of my wife, and equally divided among my children share and share alike

Second Item. I also devise all the rest of my real estate of which I shall be seized or possessed, or to which I shall be entitled at the time of my decease, to be sold by my Executor as he may think most advantageous to the heirs at law, within twelve months after my decease, and after my debts and funeral charges are paid including my tombstone, the balance of the proceeds of the sale of said lands I give and devise to my said children and their heirs respectively to be divided in equal shares between them. And lastly I do hereby constitute and appoint Stephen B. Stockdale to be sole Executor of this my last will and testament, revoking and annulling all former wills by me heretofore made, ratifying and confirming this and none other to be my last will and testament. In testimony whereof I have hereunto set my hand and affixed my seal this fifth day of October in the year of our Lord one thousand eight hundred and ninety three

Thos. Demuth. (SEAL)

Signed sealed published and declared by Thomas Demuth the within Testator, as and for his last will and testament in the presence of us, who at his request, in his presence, and in the presence of each other have subscribed our names as witnesses thereto.

Conrad Mann
William J. Ryland.
Stephen B. Stockdale.

Maryland Howard County to wit:

On the 4th day of December, 1893, before the Orphans Court of Howard County, came Stephen B. Stockdale, and in open Court made oath on the Holy Evangels of Almighty God, that the above

instrument of writing is the true and whole last Will and Testament of Thomas Demoss late of Carroll County deceased that he received it from said Testator in his lifetime for safe keeping, and that he does not know of any other Will or Codicil to be by said deceased.

Test Leo M. Parke Register of Wills for Carroll County.

Maryland Carroll County Sct.

On the 4 day of December, 1893 before the Orphans Court of Carroll County came Conrad Hafer, William T. Roberts and Stephen B. Stocksdale the subscribing Witnesses to the aforegoing last Will and Testament of Thomas Demoss late Testator in said Will named, and they said Will and they each of them published pronounced and declared the same to be his last Will and Testament that at the time of so doing he the said Testator was to the best of their apprehension of sound and disposing mind memory and understanding and that they subscribed their respective names as witnesses thereto said Will at the request of the said Testator in his presence and in the presence of each other.

Test; Leo M. Parke, Register of Wills for Carroll County.

In the Orphans Court of Carroll County.

The Court having carefully examined the above last Will and Testament of Thomas Demoss late of Carroll County deceased and also the evidence adduced as to its validity, orders and decrees this 4 day of December, 1893, that the same be admitted to probate, in this Court, as the true and genuine last will and testament of the said Thomas Demoss deceased.

David H. Hoffacker.
Lewis Ecker
Allen Schaeffer } Judges

Maryland Carroll County Sct.

I hereby certify that the aforegoing is a true Copy taken from the original filed and remaining of record in the Office of the Register of Wills for Carroll County, In testimony whereof I hereunto subscribe my name and affix the Seal of my Office this 28 day of June in the year 1898.

Seal

Jos. Wm. D. Brooks
Register of Wills for Carroll County

Exhibit No. 2. Is a Copy of a Deed from Matilda Ann Demoss & Wm. Demoss & others. dated January 31 1894, and recorded in Liber B.F.C. No 78 folio 164 &c one of the Land Records of Carroll County.

Exhibit J. W. E.

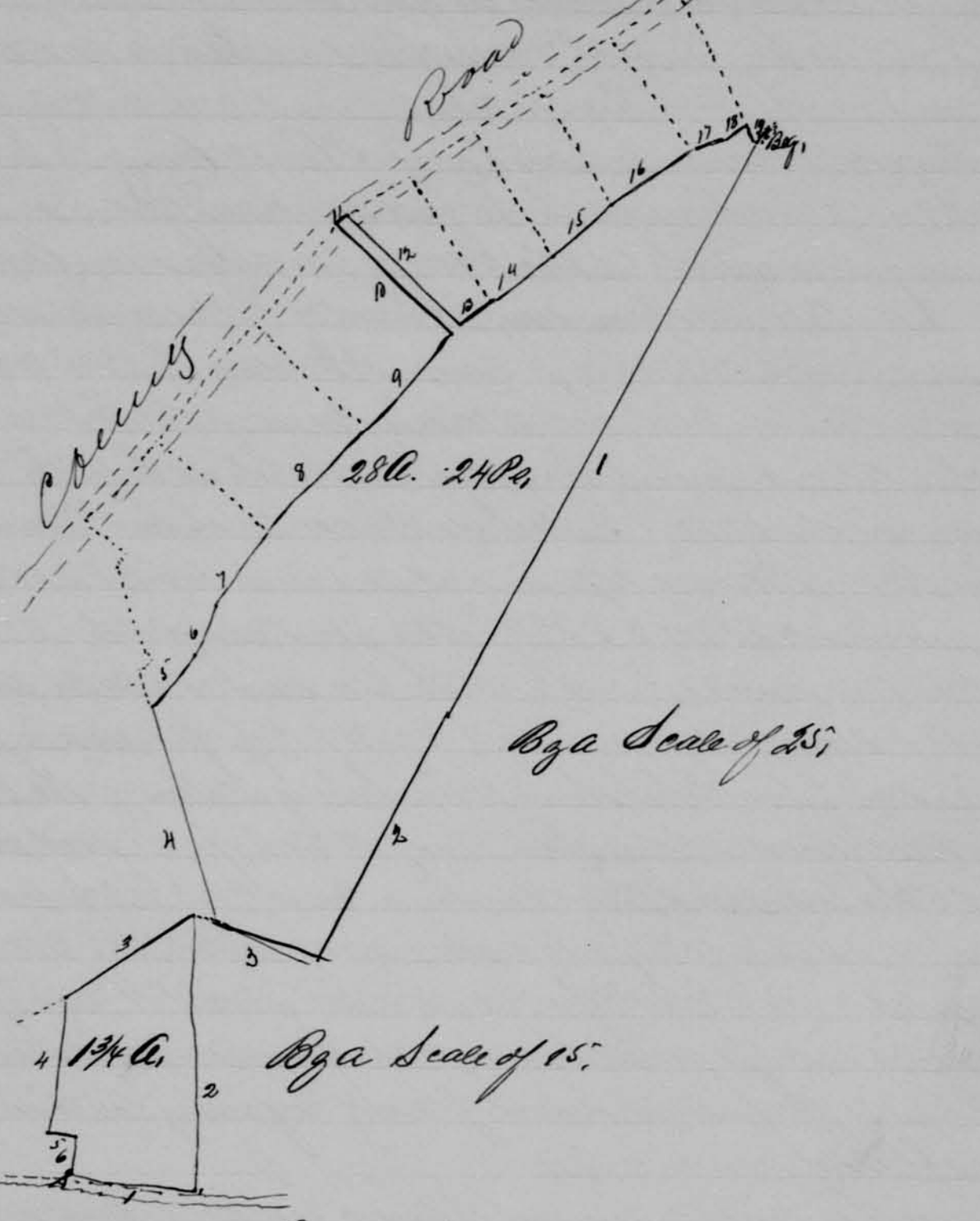
State of Maryland Carroll County Sct.

I hereby certify that I have made a survey of a part of the Real Estate of Thomas Demoss late of Carroll County deceased. of which he died seized and possessed at the time of his death, lying and adjoining Pinksburg in the County and State aforesaid, and necessary to more fully and particularly described Do wit:

Part of a tract or parcel of land called "Hawkins Meadow Enlarged" or by whatsoever name the same may be called and known situate

lying and being in Carroll County in the State of Maryland, and is contained within the following metes and bounds Courses and distances Viz:
Beginning for the outlines to include the same, at a large double white oak tree, it being also the beginning of 70 acres of land mentioned in the deed from Thomas D. McElvane and wife to Frederick Gr. Hahn, bearing date on the 2nd day of February A.D. 1887, and recorded among the Land Records of Carroll County in Liber G.W.No 65 Folio 297 &c, thence running with the first line of said part, allowing the usual allowance for variation, N 26½ W 102 ps to a stake same Course 2 S 26½ W, 45½ ps to a stake, thence bounding on lands of William Gosnell S 71 W 17 ps to a stake near a chestnut tree, a corner of William E. Gore's land, thence bounding on said Gore's land, the following course, N 19½ W 36½ ps to a stone now planted in a gorge, thence severing the lots as laid off in the year 1874 at the request of Stephen B. Stockdale Executor of said Thomas Demuth, deceased the 4 following courses and distances Viz: N 38 E 10½ ps to a stone now planted, N 23, E 8½ ps to a stone now planted, N 32¼ E 15½ ps to a stone now planted, N 43, E 23½ ps to a stone at a White Oak, N 37¾ E 20½ ps to a stone heretofore planted, N 50½ W 25½ ps to a stone in the County road, leading from Bachelors Delight to Winfield Station on the Western Maryland Rail Road, along said road N 8 E 6½ ps to a stone, thence S 50¾ E 25½ ps to a stone now planted, thence crossing a Cove, N 53, E 6½ ps to a stone now planted, N 47½ E 13½ ps to a stone now planted, N 45 E 12½ ps to a stone now planted, N 54 E 14½ ps to a stone now planted, N 74½ E 6 ps to a stone now planted, N 61 E 4 ps to a stone, N 34 E 4 ps to the first mentioned place of beginning containing 28 acres 24 ps of land more or less.
Also another tract or parcel of land, part of a tract or parcel of land called "Hoochel's Grandview" lying in Uniontown, in Carroll County in the State of Maryland, and is contained within the following metes and bounds courses and distances Viz:
Beginning for the outlines to include said lot or parcel of land, at a stake on the north side of the Pennsylvania Road leading from Westminster to Hanover at the end of two panches on the first line in the deed from Elmwood Gardner and wife to Thomas Demuth, bearing date on the 11 day of October A.D. 1838, and recorded among the Land Records of Carroll County in Liber G.W. No 103 Folio 164 &c, thence running with said Road, bounding on said allowing the usual allowance for variation and along said road S 82½ E 12 ps to a stone at the end of William Gosnell's line bounding on said Gosnell's line, N 1½ W 27 ps to a stake, thence with lands of William H. Gore one course, S N 55½ W 14½ ps to a stake, thence S 5, W 13¾ ps to a post at the end of a row, thence severing the land from Demuth to Stockdale S 78½, E 2½ ps to a stake, S 10 W 3½ ps to the place of beginning containing 1¾ acres of land more or less,

Surveyed September 1898
J. W^m. Earhart, Surveyor.



Answer of James S. Warren wife,
No 3646 Equity.
In the Circuit Court for Laurel
County, Sitting as a Court of Equity,
To the Honorable the Judges of the
Circuit Court for Laurel County Sitting
as a Court of Equity,

John Demoss et al
Plaintiffs
vs
James S. Warren et al
Defendants

The joint and separate Answer of James S. Warren and Lavina Warren his wife to the Bill of Complaint of John Demoss and Emma Demoss his wife and others against them and others in said Court exhibited. These defendants admit the matters and facts set forth in said Bill of Complaint, and consent to the passage of a decree for the sale of the Real Estate mentioned in said Bill of Complaint. And consent to a distribution of the proceeds as prayed.

And in duty bound &c

E. C. Frazer. Sol. for
defendants James S. Warren and wife.
Infants answer.

John Demoss and others
vs
James S. Warren and others
No 3646 Equity.
In the Circuit Court for Carroll County in Equity.

To the Honorable the Judges of said Court.

The answer of Wilson Warren Infant by Edward O. Weaver Guardian ad-litem, duly appointed by order of this Court, to the Bill of Complaint of John Demoss and others against him and others in this Court exhibited.

This defendant being an infant cannot admit any of the matters and things in said Bill alleged, and submits his rights thereunder to the protection of this Court.

Edward O. Weaver.
Guardian ad litem of Wilson Warren infant defendant.

Answer of Elias Warren.

John Demoss et al
vs
James S. Warren et al
No 3646 Equity.
In the Circuit Court for Carroll County in Equity.

To the Honorable the Judges of said Court.

The separate answer of Elias Warren one of the defendants in the above entitled Cause to the Bill of Complaint of John Demoss and others against him and others in the above entitled cause exhibited.

This defendant answering says.

The he admits the matters and facts in said Bill of Complaint to be true as therein stated and hereby consents to the immediate passage of a decree for the sale of the Real Estate therein mentioned and the payment of the sum of $850, with interest thereon from January 31st 1894 to Warren Demoss, John Demoss, and Emily Jane Smith as prayed in said Bill.

Elias Warren
Defendant.

Filed Henry Kimler
Decree.

John Demoss et al
vs
James S. Warren et al
No 3646 Equity.
In the Circuit Court for Carroll County.
Sitting as a Court of Equity.

The above cause standing ready for hearing, and being submitted without argument, the Bill Answers and all other proceedings were by the Court read and considered, It is thereupon this seventeenth day of November, in the year eighteen hundred and ninety eight by the Circuit Court for Carroll County, sitting as a Court of Equity, Adjudged, Ordered and Decreed that the Real Estate mentioned in the proceedings and particularly described in the plat and certificate of survey filed therein be sold, and that Ezell B. Smith of Baltimore city, be and he is hereby appointed Trustee to make said sale and that the terms and manner of this proceeding shall be as follows, He shall first file with the Clerk of this Court a Bond to the State of Maryland executed by himself and a surety or sureties, to be approved by this Court, or by the Clerk thereof

in the penalty of four thousand dollars, conditioned for the faithful performance of the trusts reposed in him by this decree or to be reposed in him by any future decree or order in the premises, he shall thereupon proceed to make said sale at the public or private sale, and if at private sale, before the said Real Estate has been offered at public sale, he shall not sell the same for less than eighteen hundred dollars, to be paid in cash at the time of sale, or upon the ratification of said sale by this Court, and shall file with the report of sale a Certificate supported by affidavit of two or more respectable witnesses acquainted with the property, and his belief that the same would not, in their opinion produce more at public sale, and if at public sale, after having given at least three weeks notice by advertisement inserted in some newspaper published in Carroll County, and by such other mode as he shall think proper of the time place and terms of sale, which shall be as follows, viz: One third part of the purchase money shall be paid by the purchaser or purchasers to the Trustee on the day of sale, or upon the ratification thereof by this Court, and the residue shall be paid in nine and the other in eighteen months from the day of sale, with interest, and to be secured by the note of the purchaser or purchasers, with security to be approved by the Trustee. And as soon as may be convenient after any such sale or sales the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with the affidavit required by the terms thereof, and of the manner of sale, and the ratification by the Court of such sale, and the payment of the whole purchase money, and not before the said Trustee shall be a good and sufficient deed to be executed, acknowledged and recorded according to law, conveying to the purchaser or purchasers, his heirs or their heirs, the property and estate, so sold, free, clear and discharged of and from all claim of the parties hereto, creditors and legatees, and those claiming by from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, the expenses of said sale and such commission to the said Trustee as this Court shall think proper to allow for the consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

J. Thomas James.

Trustee's Bond.

Know all men by these presents that we Ozello B. Smith, Lorman Thomas Gardner, and George E. Mohr of Baltimore City in the State of Maryland, and Ephraim Haines of Carroll County in the State of Maryland, are held and firmly bound unto the State of Maryland

in the penal sum of four thousand dollars, current money to be paid to the said State of Maryland, or its certain Attorney: To which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs executors, and administrators, jointly and severally, firmly by these presents, Sealed with our seals and dated this 25 day of November in the year of our Lord one thousand eight hundred and ninety eight. Whereas by a decree of the Circuit Court for Carroll County, as a Court of Equity, bearing date, the 17 day of November in the year, Eighteen hundred and ninety eight, and passed in a cause in the said Court, wherein John Demmose et als are Complainants, and James S. Warner et als are Defendants, the above bound Ozella B. Smith was appointed Trustee to make sale of certain Real Estate in the proceedings in said Cause mentioned.

Now the condition of the above obligation is such, that if the above bound Ozella B. Smith, do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any further decree or order of said Court, in the premises, then the above obligation to be void and of no effect, otherwise to remain in full force and virtue in law.

Signed Sealed and delivered in the presence of Leo B. Kehlinger
Signed Sealed and delivered in the presence of Geo Muller Refsnider as to Ephraim Hahnes.

Ozella B. Smith (L.S.)
Edward Jennings Gardner (L.S.)
Leo J. Mohn (L.S.)
Ephraim Hahnes (L.S.)

To the Clerk of the Circuit Court for Carroll County.

I hereby certify that I believe the Sureties in the above Bond are amply sufficient for the penalty therein expressed.

Geo Muller Refsnider Solicitor for Complainants.

The above Bond is approved this 28 day of November 1898.

Jos. H. Billingslea Clerk.

Report of Sale.

John Demmose et al vs James S. Warner et al } No 3646 Equity.

In the Circuit Court for Carroll County sitting as a Court of Equity.

To the Honorable the Judges of said Court.

The report of Ozella B. Smith, trustee aforesaid by the decree of this Court passed in the above entitled cause, dated the seventeenth day of November A.D. 1898, to make sale of certain Real Estate therein mentioned respectfully shows,

First: That after giving Bond with security for the faithful performance of his trust, and in pursuance of the terms of said decree, he sold all the Real Estate particularly described in the Plat and certificate of survey thereof Exhibit J.W.E. and filed in the above entitled cause, on the 28 day of November A.D. 1898, at private sale to Lillie Rosalia Benson wife of William

C. Bowen, of Carroll County, Maryland at and for the sum of eighteen hundred dollars, to be paid in Cash on the ratification of said sale by your Honorable Court. He further reports, that the purchaser has paid the sum of five hundred and fifty dollars in Cash, and agrees to pay the whole balance of the purchase money, upon the ratification of said sale. He further reports that said sum of eighteen hundred dollars, for which he sold said Real Estate, is a fair and adequate price, for the same, and that the same would not, in his opinion, produce at a public sale, and that such is the opinion of Jacob L. Stonesdale and William Gorsuch, two responsible persons acquainted with said property, as shown by their certificate under oath, hereunto filed as part hereof and Marked Exhibit X.

All of which is respectfully submitted.

Jno. Milton Reifsnider
Solicitor for Trustee.

Ezello B. Smith
Trustee.

Exhibit X

We Jacob L. Stonesdale and Wm. Gorsuch, of Carroll County in the State of Maryland, hereby certify that we have been acquainted with the property sold on the 28th day of November A.D. 1898, by Ezello B. Smith, Trustee in Cause No. 3646, Equity, in the Circuit Court for Carroll County in Equity, wherein Lilly Cordelia Benson, wife of William C. Benson, of Carroll County and have been acquainted with the same for many years. In our opinion said property would not produce or sell for more than eighteen hundred dollars, if offered and sold at public sale, and we believe said sum is a fair and adequate price for the same.

Jacob L. Stonesdale
Wm. Gorsuch.

State of Maryland Carroll County to wit:

I hereby certify that on this first day of Dec. A.D. 1898, before me the subscriber a Justice of the Peace of the State of Maryland in and for Carroll County aforesaid personally appeared the above named Jacob L. Stonesdale and Wm Gorsuch, and each made oath in due form of law that the matters and facts stated in the foregoing Certificate are true to the best of their knowledge and belief.

Marion J. Leister, J.P.

State of Maryland, Baltimore City to wit:

Be it remembered, that on this eighth day of December, A.D. 1898, before the subscriber a Notary Public of the State of Maryland, in and for Baltimore City aforesaid personally appeared Ezello B. Smith, the above named Trustee and made oath in due form of law that the matters and things stated in the aforegoing report, are true as therein set forth, to the best of his knowledge and belief, and that the sale therein reported was fairly made, In witness whereof, I have hereunto subscribed my name and affixed my Notarial Seal (Seal) the day and year above written.

Murray Benson Notary Public,

Order nisi in Case

No 3646 Equity

John Demose and others vs James S. Warren and others } In the Circuit Court for Cecil County sitting as a Court of Equity.

Ordered this 9th day of December A.D. 1898 by the Circuit Court for Cecil County sitting as a Court of Equity that the sale of the Real Estate mentioned in these proceedings made and reported by Ogle B. Smith Trustee, aforesaid be ratified and confirmed unless cause to the contrary thereof be shown on or before the 9th day of January next; provided a copy of this order be inserted in some newspaper published in Cecil County once a week in each of three successive weeks before the 2nd day of January next. The Report states the amount of sale to be $1800.

Jas. H. Billingslea, Clerk.

Printers Certificate

Westminster Md. January 12th 1899.

We hereby certify that the annexed Order nisi was published three weeks previous to the second day of January 1899, in The Democratic Advocate a newspaper published in Cecil County Md.

Vandiford Bros. Editors and Publishers.

Order Ratifying Sale

Ordered this 16th day of January, A.D. 1899, that the sale of the Real Estate made and reported in the above entitled cause by Ogle B. Smith Trustee be and the same is hereby finally ratified and confirmed unless cause to the contrary be shown on or before the 6th day of February next; provided a copy of this order be inserted in some newspaper published in Cecil County once a week in each of three successive weeks before the 6th day of February next. The report states the amount of sale to be $1800.

Charles B. Roberts,

Auditor.

John Demose and others vs James S. Warren and others } No 3646 Equity. In the Circuit Court for Cecil County in Equity.

To the Honorable the Judges of the Circuit Court for Cecil County sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance of the order of your Honorable Court passed in this cause he appointed the parties and their counsel interested in the cause and therein stated the contents of said order as follows, to wit charged the Trustee with all the moneys,

money or trust fund in his hands, and thereon allowed him his commissions and expenses and all costs herein to be allowed. He then — the sum of $1106.28 to Minnie Demoss, John Demoss and Emily Jane Smith wife of Ozella B. Smith as fully set out herein, The balance of purchase money then left in Ct. $377.37 the Auditor distributes among the heirs at law of Thomas Demoss deceased Testator, in accordance with the provisions of his last will and testament. a Copy of which is filed in this cause.

All of which is respectfully submitted,

1899 February 10th — Jno. J. Baumgartner Auditor.

The Real Estate of Thomas Demoss dec'd. Testator

In Account with Ozella B. Smith Trustee.

Debtor.

1898. November 28th By Sale of the Real Estate then made by the Trustee at Private Sale to Billie Rosalie Benson wife of William C. Benson, as appears by his Report filed in this Cause December 4th 1898 amounting to the sum of — $1800.00

Credit.

To the Trustee for his Commissions,	$ 87.	00
To the Trustee Disp. Saunders Bro. for printing per Voucher No 1 filed	3.	00
To the Trustee Disp. C. M. Earhart for Surveying, Making Plats &c, per Voucher No 2 filed	15.	00
To the Trustee amount paid W. C. Benson for amount paid by him to hands who assisted in Surveying. per Voucher No 3 filed	12.	00
To the Trustee amount paid Joseph D. Booths Register for Copy of Bill. per Voucher No 4 filed	1.	25
To the Trustee amount paid for Revenue Stamps for deed to purchaser, per Voucher No 5 filed	1.	50
To the Trustee amount paid John Milton Defendants Solicitor for professional services rendered per Voucher No 6 filed	100.	00
Costs of taking Evidence,		
To Michael E. Walsh Examiner	8.	00
To Stephen B. Stockdale Witness	1.	55
To Grafton J. Leister do	1.	55
To Phineas A. Gorsuch do		75
To Ephraim Haines Sheriff	1.	20
To Edward C. Mears Guardian ad litem,	4.	00
Costs as taxed by the Clerk,		
To Jno Milton Defendants Solicitor appearance fee	10.	00
To Jas. H. Billingslea Clerk	37.	05
To Ephraim Haines Sheriff	2.	25
Defendants Costs		

To Edward O. Heaut. Solicitor. Appearance fee.	10.	00
To Jas. H. Billingsley Clerk.		75
To Publication Order nisi on this	1.	50
To Jno. J. Baumgartner Auditor Examination of Papers stating this account &c.	18.	00
Amount of Expenses.	$316.	35

To Nimrod Demoss. John Demoss. and Emily Jane Smith wife of Ozella B. Smith the sum of $1106.28 being the amount of $850. With interest from January 3rd 1894. to date of February 10th 1894. which said sum of $850. is the amount paid & thereby January 31st 1894. To Matilda Ann Demoss widow of said Thomas Demoss. deceased Testator. in consideration of all her right title interest and estate both at law and in equity in and to the estate of the said Thomas Demoss. both Real and personal of which the said Thomas Demoss died seized and possessed and which was devised and bequeathed to her the said Matilda Ann Demoss by the last Will and Testament of the said Thomas Demoss a copy of which is filed in this cause and which amount of $850. is the consideration mentioned in the Deed from said Matilda Ann Demoss to the said Nimrod Demoss John Demoss and Emily Jane Smith wife of Ozella B. Smith dated Nov. 20th 1893. and recorded in Lincoln County Deed Record Book B. B. C. No 78. folio 164 &c. a copy of which is filed in this cause, and which aforesaid sum of $850. was advanced and paid said Matilda Ann Demoss by the said Nimrod Demoss John Demoss and Emily Jane Smith wife of Ozella B. Smith with the understanding and agreement with the other grantees in said deed that the same was to be repaid their out of the proceeds of the said part of said Estate of Thomas Demoss devised and bequeathed to them as aforesaid and by him granted and assigned to them, and which fully appears by the proceedings had and filed in this Cause, and from with interest aggregate the amount as aforesaid to wit: the sum of. 1106. 28

Balance for distribution 372. 93

Amount of Trust Fund. $1800 00

Balance for distribution brought forward $372.93

and distributed among the heirs at law of Thomas Demoss deceased Testator in accordance with the provisions of his last Will and Testament a copy of which is filed in this Cause as follows. to wit:

To Almond Demoss a son, heir at law of said Testator	1/6		62.	89 1/2	
To John Demoss a son, heir at law of said Testator	1/6		62.	89 1/2	
To Louis Dejon Demoss a son, heir at law of said Testator	1/6		62.	89 1/2	
To Emily Jane Smith wife of Ozella B. Smith a daughter heir at law of said Testator	1/6		62.	89 1/2	
To Florence Knigkenz wife of Charles Theodore Knigkenz Grand Daughter heir at law of said Testator	1/6		62.	89 1/2	
To Frank B. Warren a Grand Son, heir at law of said Testator	1/70/6		8.	98 1/2	
To James L. Warren a Grand Son, heir at law of said Testator	1/70/6		8.	98 1/2	
To Bertie E. Echard wife of Newton M. Echard a Grand Daughter heir at law of said Testator	1/70/6		8.	98 1/2	
To William L. Warren a Grand Son, heir at law of said Testator	1/70/6		8.	98 1/2	
To Hattie M. Bisher wife of William S. Bisher a Grand Daughter heir at law of said Testator	1/70/6		8.	98 1/2	
To John A. Warren a Grand Son heir at law of said Testator	1/70/6		8.	98 1/2	
To Wilson L. Warren a Grand Son heir at law of said Testator	1/70/6		8.	98 1/2	xxx xx
			379.	37	379. 37

Order nisi,

John Demoss and others
vs
James L. Warren and others

No 3646 Equity.
In the Circuit Court for Volusia County,
Ordered this 20 day of February A.D. 1899, that the Account of the Auditor filed in this cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 27 day of February inst. provided a copy of this order be inserted for two consecutive weeks before the last named day in some newspaper published in Volusia County.

Jas. H. Billingslea Clerk,

Order nisi ratifying Auditor

Ordered this 13 day of March A.D. 1899, that the foregoing account of the Auditor be and the same is hereby finally ratified and confirmed unless cause to the contrary having been shown as therein noted appears to have been given as required by the preceding order nisi. The Complee is hereby authorized and directed to pay out the trust fund in accordance with this account.

Charles B. Robeson.

Recorded this 13 day of March A.D. 1899.

per Jas. H. Billingslea Clerk,

Maryland Sct.

At a Circuit Court for the Fifth Judicial Circuit of the State of Maryland. Begun and held at the Court House in the city of Westminster in Carroll County in the State of Maryland on the First Monday in March (it being the 6th day of the same month) in the year of our Lord One thousand eight hundred and Ninety nine.

Were Present.

The Hon. Charles B. Roberts. Chief Judge

Ephraim Hawes Esq. Sheriff.

Jas. H. Billingslea. Clerk.

Among other were the following proceedings Docit:

Be it remembered that heretofore Docit: On the 17th day of November 1899. J. Oliver Wadlow assignee &c. by Myers Reifsnider his Solicitor his Attorney. Comes here into Court sitting as a Court of Equity. and files his Orphs Docket a Case which appears in Docket and Bonds as follows Docit:

In the Circuit Court for Carroll County Sitting as a Court of Equity. No 3682.

To the Clerk of said Court.

Please enter and file Bond of J. Oliver Wadlow Assignee and Charles J. Reifsnider Docket of the State of Maryland in the penalty of fifteen hundred dollars current money original Mortgage from John M. Barry and Charlotte Barry his wife Docit: as in the Docket dated November 5th A.D. 1881. recorded among the Real Estate Mortgage Records of Carroll County in Liber D.T.S. No 16 Folio 502 &c. and duly assigned Docit: J. Oliver Wadlow. marked Exhibit A.

Single Bill dated November 5th A.D. 1881. for $400.00 payable one year after date, with interest from date, payable to Josephine Baker and made by John M. Barry. and duly assigned interest paid Docit: November 5th 1899. duly assigned Docit: the said J. Oliver Wadlow. marked Exhibit B. Docit: Docket case under the provisions of the Code of Public General Laws of the State of Maryland, relating to Mortgages as follows.

J. Oliver Wadlow assignee
&c
John M. Barry and Charlotte Barry his wife Mortgagors
November 16th 1899.

Charles J. Reifsnider
Chas. J. Reifsnider Jr.
Solicitors for J. Oliver Wadlow assignee of Mortgage.

Exhibit A.

To the Original Mortgage from John M. Barry and wife Docit: to Josephine Baker, dated November 5th 1881. as recorded among the Real Estate Mortgage Records of Carroll County in Liber D.T.S. No 16 Folio 502 &c, which mortgage was duly assigned Docit: J. Oliver Wadlow, Nov 11th 1898, which assignment is also duly recorded on the face of said Mortgage.

Exhibit B,

$460.00 One year after date, I, promise to pay Josephine Carter or order, the sum of four hundred dollars, with interest from date, payable annually. Witness my hand and seal this fifth day of November in the year eighteen hundred and ninety four.

Witness Jas. W. Steele John M. Barry, Seal

Endorsed, Interest Paid to Nov. 5 1896. and also endorsed, Septr 5th D. J. Oliver Wadlow. Nov 5 1898.

Assignee's Bond

Know all men by these presents, that we J. Oliver Wadlow assignee and Charles J. Redgrinder of Calvert County and State of Maryland, are held and firmly bound unto the State of Maryland in the penal sum of fifteen hundred dollars, to be paid to the said State, or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs executors and administrators jointly and severally, firmly by these presents sealed with our seals and dated, this eighteenth day of November in the year of our Lord one thousand eight hundred and ninety eight. Whereas by deed of Mortgage dated the fifth day of November 1891, and duly recorded in Liber J.T.S. No 16 folio 502 &c, one of the Real Estate Mortgage Records of Calvert County, certain Real Estate and personal estate in said Calvert County Maryland, and therein described were conveyed by John M. Barry and Claudette Barry his wife to Josephine Carter, to secure the payment of certain Money and the interest thereon mentioned in said Mortgage, and in said Mortgage is contained a clause authorizing a sale of the Mortgaged premises by the Mortgagee his executors administrators or assigns in case of default being made in payment of the Mortgage debt or interest thereon, or in any covenant or condition to be performed therein and whereas said Mortgage was subsequently assigned by the said J. Oliver Wadlow and whereas default has been made in the payment of the Mortgage debt and interest and in other conditions of said Mortgage, and by virtue of the authority given in said Mortgage, the above bounden J. Oliver Wadlow assignee as aforesaid is about to sell the Mortgaged property. Now the condition of the above obligation is such, that if the above bounden J. Oliver Wadlow assignee as aforesaid, do and shall abide by and fulfil any order or Decree which shall be made by any Court of Equity touching the sale of said Mortgaged property or the proceeds thereof, then the above obligation to be void. Otherwise to remain in full force and virtue in law.

Signed Sealed and Delivered in the Presence of Claude D. Smith

J. Oliver Wadlow Seal

Charles J. Redgrinder Assignee Seal

Bond of Assignee November 17 1898 Test; Jas H. Billingslea, Clerk,

Report of Sales.

J. Oliver Wadlow: Assignee
vs.
John M. Barry and Charlotte Barry his wife Mortgagors

No 3682 Equity.

In the Circuit Court for Carroll County, sitting as a Court of Equity.

To the Honorable the Judges of said Court.

This the report of sale made by J. Oliver Wadlow assignee of Mortgagee, under and by virtue of the power and authority contained in the Mortgage from John M. Barry and Charlotte Barry, his wife to Josephine Carter dated November 5th A.D. 1887, recorded among the Real Estate Mortgage Records of Carroll County in Liber B.F.S. No 16 folio 302 &c, and duly assigned to the undersigned, (the original of which is filed in this cause marked Exhibit A) respectfully shows unto your Honorable Court.

First: That before proceeding to discharge the trust under said Exhibit A, he executed a Bond to the State of Maryland in the penalty of fifteen hundred dollars, ($1500.) current money, conditioned to abide by and fulfill any order or decree which shall be made by any Court of Equity in addition to the case said Mortgaged property of the same kind which said Bond was duly approved by the Clerk of your Honorable Court, and is filed in this cause.

Second, That he advertised the property by said Mortgage conveyed, once a week for more than three successive weeks and for more than twenty days as by said Mortgage required also by printed handbills posted up in the vicinity of said premises by which he gave notice of the time place manner and terms of sale which said terms were as follows: Cash, or if desired by the purchaser, one third cash on the day of sale, or the ratification thereof, one third in six and the other one third in twelve months from the day of sale, the credit payments to be secured by the Notes of the purchaser or purchasers with approved security bearing interest from the day of sale.

Third, That in pursuance of said notice he did attend on said Mortgaged premises on Wednesday, the 14th day of December A.D. 1898 about the hour of One o'Clock P.M. when and where said property was advertised to be sold, and there and there offered said property with the buildings thereon at public sale to the highest bidder therefor on the terms of sale aforesaid, for the quantity of four acres two roods and forty seven perches of land more or less. The said property being leasehold estate, and is part of the same which is described in a Lease from William Baker and wife to Joshua Barnes, dated December 1st A.D. 1859, recorded among the Land Records of Carroll County in Liber J.G.H. No 29 folio 231 &c, for ninety nine years, with the privilege of renewal at a yearly rent of $8.76 for each acre every acre above described, payable in equal half yearly installments in each and every year, and sold the same to James D. Barnes at and for the sum of Seventeen hundred dollars ($1700.00) he being then and there the highest bidder therefor, and the said purchaser

sum paid in cash the sum of five hundred and fifty six dollars and sixty seven cents ($556.67) on account said purchase money, and elects to pay the residue thereof in cash upon the ratification of said sale by your Honorable Court, the effect which it is respectfully submitted,

Hughes & Reifsnider
Charles J. Reifsnider Jr. Solicitors.

J. Alvin Wadlow
Assignee.

State of Maryland Carroll County sct.

I hereby certify that on this twenty first day of December in the year eighteen hundred and ninety eight, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Carroll County aforesaid, personally appeared J. Alvin Wadlow the above named Assignee of Mortgage, and made oath in due form of law that the matters and things set forth and that the sale therein reported is true and bona fide to the best of his knowledge and belief.

Nicholas L. Norris, J.P.

Order nisi &c to Sell.

No 3683 Equity.

J. Alvin Wadlow
Assignee of Mortgagee
vs
John W. Berry and
Charlotte Berry his wife
Mortgagors

In the Circuit Court for Carroll County, Sitting as a Court of Equity.

Ordered this twenty second day of December A.D. 1898, that the sale of the Mortgaged Leasehold property made and reported in the above entitled cause by J. Alvin Wadlow Assignee of Mortgage under and by virtue of the power of sale contained in a Mortgage from John W. Berry and Charlotte Berry his wife to Joseph Sterling bearing date November 5th A.D. 1888. and recorded among the Real Estate Mortgage Record of Carroll County in Liber B.L.L. No 76 folio 320 &c. and subsequently duly assigned to the said J. Alvin Wadlow be finally ratified and confirmed, unless cause to the contrary be shown on or before the 24th day of January A.D. 1899. Provided a copy of this order be inserted in some newspaper published in Carroll County Maryland, once a week for three successive weeks previous to the 16th day of January 1899. The report states the amount of sale of the Leasehold property to be $760.00

Test. Jas. H. Billingslea. Clerk.

Printers Certificate,

Westminster Md. February 4th 1899.

We hereby certify that the annexed Order nisi was published once a week for three successive weeks, prior to the 16th day of January 1899. in The Democratic Advocate, a newspaper published in Carroll County Md.

Vandiford Bros. Editors and Publishers.

Order ratifying Sale.

Entered this 4th day of February A.D. 1899. That the sale of the Mortgaged Leasehold property made and reported in the aforegoing cause be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although notice thereof to have been given as required by the preceding order. The case is hereby referred to the

to state an account of the Rents Issued in accordance with the provisions of the Mortgage
said therein, and report the same to this Court for its further Order in the premises.
Charles B. Roberts.

Audit.

J. Olivier Wadlow
Assignee of Mortgagee
vs
Eliza M. Barry and
Charlotte Barry his wife
Mortgagors

No 3683 Equity.
In the Circuit Court for Baltimore County
In Equity.
To the Honorable the Judges of the Circuit
Court for Baltimore County, sitting as a Court of Equity.
The Auditor respectfully reports, that in pur-
suance of the Order of your Honorable Court passed
in this Cause, he examined the papers filed in the Cause, and therefore stated
the written account as follows, the first grade the Statement of Mortgage
Claim, which is herewith filed, he then charged the assignee with all
the purchase money in his hands, and thereto allowed him his com-
missions and expenses and all costs proper to be allowed. He then
distributed the same to J. Olivier Wadlow, assignee of H. H.
Kemp, assignee of J. Olivier Wadlow, administrator of Josephine C.
Kemp, and assignee of Josephine Slater, Mortgagee, in payment
in full of his Mortgage Claim, debt and interest, which deducted by
the Statement of Mortgage Claim aforesaid, the balance of purchase money
then left in his hands, $1085.35 the Auditor distributed to John H. Barry
Mortgagor as provided by the Mortgage Claim filed in this Cause.
All which is respectfully submitted.
1899 March 8th John J. Bedingfield. Auditor.

The Mortgaged Leasehold Property of John H. Barry et ux
In Account with J. Olivier Wadlow, Assignee &c,

Debtor.

1898 December 14th	By Sale of the Mortgaged Leasehold Estate of John H. Barry, et ux, made by the Assignee &c to James S. Himes, as appears by his Report of said Sale in this Cause December 22nd 1898, amounting to the sum of	$1700.00

Credit.

To the Assignee &c, for his commissions	$	83.50
To the Assignee &c, Amount paid Vandeford Bros. for Stamping including Order nisi in this Account See Voucher No 1 filed		15.75
To the Assignee &c, Amount paid Joseph H. Bennett for Advertising Sale, See Voucher No 2 filed		5.00
To the Assignee, Amount paid James S. Himes, Assumed Rent due day of Sale, See Voucher No 3 filed		93.49
To the Assignee Amount paid Carpender & Carpender Solicitors for professional services rendered See Voucher No 4 filed.		40.00

To Jas. H. Billingslea. Clerk.		
To Jno. J. Bauguess, Auditor. Making Statement of Mortgage Claim, stating this account &c,	18. 00	
	9. 00	
Amount of Expenses.	$ 184.	72
To J. Oliver Wadlow, Assignee of H. H. Kennedy, assignee of Oliver Wadlow, administrator of Josephine C. Kennedy, dec'd Assignee of Josephine Carter Mortgagee in payment in part of this Mortgage Claim, debt and interest which appears by the Statement of Mortgage Claim herewith filed the sum of:	429.	93
To John M. Berry Mortgagor the balance of purchase money as provided by the Mortgage Claim filed in this Cause, part of the sale of:	1085.	35
Amount of purchase money.	$ 1700.	00

Order nisi &c.

No 3683 Equity.

J. Oliver Wadlow Assignee of Mortgagee vs John M. Berry and Charlotte Berry his wife Mortgagors

In the Circuit Court for Carroll County,

Ordered this 10th day of March, A. D. 1899, that the account of the Auditor filed in this Cause, be finally ratified and confirmed unless Cause to the contrary be shown on or before the 27th day of March next, provided a copy of this Order be inserted in some newspaper published in Carroll County, for two successive weeks before the last named day in some newspaper published in Carroll County.

Jas. H. Billingslea. Clerk,

Order of Court.

Ordered this 12th day of June, A. D. 1899, that the aforegoing account be and the same is hereby finally ratified and confirmed. No cause to the contrary having been shown, although notice appears to have been given as required by the preceding Order. The Assignee is directed to pay and pay over the proceeds accordingly.

J. Thomas Jones,

1899 June 13th Recorded

Per Jas. H. Billingslea.

Clerk,

Maryland Set.

At a Circuit Court for the Eighth Judicial District of the State of Maryland, begun and held at the Court House in the City of Westminster in Carroll County in the State of Maryland on the first monday in May (it being the 1st day of the same Month) in the year of Our Lord One thousand eight hundred and ninety nine.

Present.

The Hon. Chas. B. Roberts. Chief Judge

Ephraim Keerig Esq. Sheriff.

Jas. H. Billingslea, Clerk,

Among other were the following proceedings Viz:

Be it remembered that heretofore to wit on the 25 day of January A.D. 1899 Samuel D. Bowers assignee of J. Smith Long Esq. his Attorney, comes into Court here & files in the case of Ex parte Ephraim Keerig Sheriff &c his order & docket entry in which suit is the following words & figures Viz:

Ex parte
Ephraim Keerig
Sheriff &c

Samuel D. Bowers
Assignee
vs
Simon Leo Spielman and
Elizabeth Leo Spielman
his wife & Charles Myers

In the Circuit Court for Carroll County, sitting in Equity.

Proceedings under a power of sale in Mortgage.

To James H. Billingslea
Clerk of said Court.

Please docket these proceedings above, upon the Equity docket of the Circuit Court for Carroll County, and file the original Mortgage from Simon Leo Spielman and Elizabeth Leo Spielman his wife & Charles Myers to said Samuel D. Bowers and the assignment thereof by said Samuel D. Bowers. Also file the note secured by said Mortgage, dated July 20 1891. payable one day after date with interest.

J. Frank Long Solicitor

The Mortgage referred to is the original from Simon Leo Spielman wife & Charles Myers dated July 20th 1891 for the sum of $750. which is recorded among the Real Estate Mortgage Records of Carroll County in Liber B.O.C. No 31 folio 153 &c, and duly assigned to Samuel D. Bowers July 25 1899 which assignment is duly recorded at the foot of said Mortgage

The Note referred to aforesaid reads as follows,

$750. One day after date for value received I promise to pay to David Bowers or order the sum of seven hundred and fifty dollars, with interest from date. Witness my hand and seal this twentieth day of July A.D. 1891.

Simon Leo Spielman Seal

(This Note is secured by Mortgage of even date herewith)

Endorsed as follows,
Entered for record the 6th day of March 1896,
1897 Feby 15th For value received we hereby assign the within note
to Samuel D. Bowers

William H. Bowers. Seal
Joseph H. Bowers Seal
Laurence D. Bowers Seal
Executors of David Bowers deceased,

Assignment Bond,

Rev. St. Stamp 50 cts Know all men by these presents that we
Laurence D. Bowers, Evan Hanna, and Joseph Engler, of Carroll
County and State of Maryland, are held and firmly bound unto the
State of Maryland, in the just and just sum of four thousand
dollars, to be paid to the said State of Maryland, or its certain
attorney to which payment well and truly to be made we bind
ourselves and each of us, our and each of our heirs executors and
administrators jointly and severally, firmly by these presents sealed
with our seals and dated this 27 day of January in the year
of 1897. Whereas by deed of Mortgage dated July 25th 1891 and duly
recorded in Liber B. P. B. No 81 folio 155 &c, one of the Mort-
gage Records of Carroll County, certain real estate, situate
in said Carroll County in the State of Maryland, and therein
described was conveyed by Simon Koppenheaver and Elizabeth
Koppenheaver his wife to a certain David Bowers to
secure the payment of certain moneys and the interest as set
forth in said Mortgage. And whereas said David Bowers
departed this life before the execution of this Mortgage, and
William H. Bowers, Joseph H. Bowers and Laurence D. Bowers
Executors of the last will and testament of the said David
Bowers deceased did on the 1st day of February A. D. 1897, assign
the said Mortgage and the note secured thereby unto the said
Samuel D. Bowers. And whereas in said Mortgage is
contained a clause, authorizing a sale of the Mortgaged prem-
ises by the Mortgagee his executors administrators or assigns
in case of default being made in payment of the Mortgage
debt or the interest thereon, or in any agreement, condition
or agreement therein; and whereas default has been made
in the payment of the principal of said Mortgage debt
and of the interest thereon according to the tenor
of the said Mortgage. And by virtue
of the authority given in said Mortgage the above bounden
Samuel D. Bowers as assignee of Mortgagee is about to sell
the said Mortgaged property. Now the condition of the above
obligation is such, that if the above bounden Samuel
D. Bowers does and shall abide by and fulfil any order
or decree which shall be made by any Court of Equity in

relation to the sale of said Mortgaged property, or the proceeds thereof, than the above allegation to be true, whereas he denies it. And this Defendant prays to be hence dismissed with his reasonable costs and charges in that behalf sustained.

Signed Sealed and delivered
in the presence of
E. Thos. Robb

Samuel D. Bowers (Seal)
Eyan Hawes (Seal)
Joseph Englar (Seal)

1899, Jany 8th Bond approved. Test: Jas. D. Billingslea, Clerk.

Assignee's Report of Sale
No 3704 Equity.

Samuel D. Bowers
Assignee of Mortgagee
to
Simon Beauchamp
and wife Mortgagors

In the Circuit Court for Cecil County
Sitting in Equity.
To the Honorable the Judges of said Court,
The report of Sale made by Samuel D. Bowers
Assignee of Mortgagee in the above entitled
cause respectfully shows,

That after first giving bond with surety, in the penalty of one thousand dollars in this cause which bond was duly approved by the Clerk of your Honorable Court, and after having advertised the property described in the Mortgage filed in this Cause for more than twenty days in the Democrat Newspaper published in Cecil County in the State of Maryland, and by handbills posted up in the vicinity of said property, one of which was posted up at the Court House door of said County he proceeded in pursuance of said advertisement to offer at Public Sale on Thursday the 23rd day of February A.D. 1899 at 10 o'clock A.M. the property described in said Mortgage upon the following terms to wit:

Cash upon the day of sale, & upon the ratification thereof by the Court the said Assignee of Mortgagee sold the same to Samuel D. Bowers. Elsewhere P.O. Cecil County Md. and there and there sold the same to the said Samuel D. Bowers at and for the sum of Four Hundred Dollars, he being the highest bidder therefor. The said Purchaser has complied with the terms of sale and does pay all cash upon the ratification of this sale. Inasmuch as the said Assignee of Mortgagee is the same person who purchased said property he prays this Honorable Court to ratify said sale & to direct a deed to be made to him for said Real Estate & thus fully carry out the decree in this cause.

All of which is respectfully submitted.

J. Frank Long
Solicitor.

Samuel D. Bowers
Assignee of Mortgagee.

State of Maryland Cecil County to wit:
I hereby certify that on this 23 day of March A.D. 1899, before me the subscriber a Notary Public of the State of Maryland

ie and for Laurel County personally appeared Samuel D Bowers the above named Assignee of Mortgage. Said made oath ie due form of law that the matters and facts set forth ie the foregoing affidt of Sale, are true as therein stated to the best of his knowledge and belief, and that the sale therein reported is in all respects duly and regularly made,

Sworn to & Seal

Thos. G. Baile. Notary Public,

Order ni si on Sale.

Samuel D. Bowers
Assignee of Mortgagee
vs
Simon Bellfountain
and wife Mortgagors

No 3707 Equity.

In the Circuit Court for Laurel County,
Sitting in Equity

Ordered by the Court this 5th day of June A.D. 1899,
that the order of the real Estate made and reported in the above entitled cause by Samuel D Bowers Assignee of Mortgagee be confirmed unless cause be shown to the contrary on or before the 3rd day of July next, provided a copy of this order be inserted in some newspaper printed in Laurel County once in each of three successive weeks before the 27 day of March next. The Report states the amount of Sale to be $415.00

Jas H. Billingsley. Clerk,

Printers Certificate

Office of Commercial Tribune
Williamsburg Ky. June 5th 1899

This is to certify that the annexed Order Nisi on Sale has been published in the Commercial Tribune a newspaper printed and published at Williamsburg Laurel County Ky, once a week in each of three successive weeks previous to the 27th day of March 1899.

E. J. Kirkpatrick Publisher
per John H. Butler.

Order ratifying Sale of

Samuel D Bowers
Assignee of Mortgagee
vs
Simon Bellfountain
and wife Mortgagors

No 3707 Equity.

In the Circuit Court for Laurel County. Sitting in Equity.

Ordered by the Court this 6th day of June A.D. 1899. that the sale of the Real Estate made and reported in the above entitled cause by Samuel D Bowers Assignee of Mortgagee be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice of same has been given in accordance with the preceding Order. And this cause is hereby referred to the Auditor of this Court, to state an account of the debts & liens in this cause, also as the Assignee of Mortgagee and purchaser is the same person, J. Frank Long is hereby appointed Trustee to convey the Real Estate described in said Mortgage.

Of said Samuel D. Bowers by a good and sufficient Deed
Charles B. Roberts.

Auditor.

Samuel D. Bowers
Assignee of Mortgagee
vs
Simon Copperstmith
et al Mortgagors

No 3701 Equity.
In the Circuit Court for Carroll County
In Equity.

To the Honorable the Judges of the Circuit Court
for Carroll County, Sitting as a Court of Equity.

The Auditor respectfully reports that in pursuance
of the Order of your Honorable Court passed in this cause, he caused
the parties to come before him, and thereupon stated the annexed Account
&c &c &c,

The Mortgagee made the Statement of Mortgage claim, which is herewith
filed, and they proved the Mortgage &c, with all the Endorsements
thereon by the Oaths, and thereby claimed their Commissions
and Expenses, and all Costs proper to be allowed,

The whole balance of Purchase money then left due, $306.16 he
distributed to Samuel D. Bowers Assignee of William S. Bowers. Joseph
R. Bowers. Samuel D. Bowers Executor of Isaac Bowers, deceased
Mortgagee in part payment of his Mortgage claim of $468.40 debt
and interest, which appears by the Statement of Mortgage claim.
herewith filed which balance on the date of the ratification of
sale, (June 6 1899) raised Principal and Mortgage Claim to the
extent of One Hundred Eighty seven 24/100 Dollars.

All which is respectfully

1899 June 7th

Jno. F. Baumgartner, Auditor.

The Mortgaged Real Estate of Simon Copperstmith et ux
In Account with Samuel D. Bowers Assignee &c,

	Debtor		
1899 February 23rd	By Sale of the Mortgaged Real Estate, made by the Mortgagors &c, to Samuel D. Bowers as appears by this report filed in this cause March 3rd 1899. Amounting to the sum of		$ 415.00
	Creditor		
	To the Assignee &c for his Commissions	$	27.90
	To the Assignee, Amount paid H. T. Wilson for Conveyancing Sale, Fees Vouchers No 1 filed.		2.50
	To the Assignee &c, Paid E. J. Reifsnider for printing Fees Voucher No 2 filed		10.75
	To the Assignee &c Paid W. H. Baker Clerk, Fees for 1898 Fees Voucher No 3 filed		4.14
	To the Assignee &c Paid John Lord Solicitor for Professional Services rendered See Voucher No 4 filed.		25.00

Costs as taxed by the Clerk

To J. Frank Long, Solicitor. Appearance fee.	$ 10	00
To Jas. H. Billingslea. Clerk.	18.	05
To Publication Order nisi in this account.	1.	50
To Jno J. Baumgartner, Auditor. Making Statement of Mortgage Claim, Stating this account &c.	9.	00
Amount of Expenses.	$ 108.	84
Amount of Sale	306.	16
	$ 415.	00

Order nisi on Sale, audit.

Samuel D Bowers Assignee of Mortgagee vs Simon Beplansmith and wife Mortgagors } In the Circuit Court for Carroll County. No 3701 Equity.

Ordered this 7th day of April A.D. 1899, that the account of the Auditor filed in this Cause, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of June next; provided a copy of this order be inserted for two successive weeks before the said day in some newspaper published in Carroll County.

Jas. H. Billingslea. Clerk.

Order of Court ratifying Audit.

Samuel D Bowers Assignee of Mortgagee vs Simon Beplansmith wife Mortgagors } In the Circuit Court for Carroll County. No 3701 Equity.

Ordered this 8 day of May A.D. 1899. that the account of the Auditor filed in this Cause, be and the same is hereby finally ratified and confirmed. no cause to the contrary having been shown, although notice appears to have been given in accordance with the preceding order, and the Assignee of Mortgagee is directed to pay over the funds accordingly.

J. Thomas Jones.

Recorded &c

per Jas. H. Billingslea. Clerk.