

no cause to the contrary having been shown, notwithstanding notice given as directed by order here passed in this case, on the 23<sup>d</sup> day of June 1854 in this case The auditor is hereby directed to proceed to state an account in this case making the usual allowance to the trustee as his Commission & his personal expenses, to  
W. Nelson

Exhibit 13 to said Report is in the words, & figures following  
This Indenture made this nineteenth day of June in the year of our Lord, one thousand Eight Hundred and twenty, Between Richard Roberts of Frederick County, in the State of Maryland and John Mc Smith of the County and State aforesaid of the other part; Whereas by a Decree of Frederick County Court, sitting as a Court of Chancery in the State aforesaid, bearing date the 19<sup>th</sup> day of March, in the year 1819 the above named Richard Roberts, was appointed a Trustee, and authorized, and empowered to sell and dispose of the Real Estate of William Gibson, late of Frederick County dec<sup>d</sup> for the benefit of his Infant children - That in pursuance and of the said Decree, the said Richard Roberts did on the 3<sup>d</sup> day of April, in the year 1819 sell & dispose of to the above named John Mc Smith, part of a Tract of Land, at and for the sum of two hundred, and Forty two dollars current money And whereas the purchase money for the said part of a Tract of Land, and promises hath been fully paid and satisfied, and the said Richard Roberts is authorized by the Decree to execute for a Conveyance for the same, & to comply with the Terms of said Decree, Now this Indenture Witnesseth - That the said Richard Roberts, in Consideration of the above recited promises, and also of one Dollar current money of the United States, to him in hand paid by the said John Mc Smith the receipt whereof is hereby acknowledged, and himself therewith, to be paid, hath granted, bargained, sold, released, aliened, enfeoffed and confirmed, and by these presents, hath granted, bargained, sold, released, aliened, enfeoffed and confirmed, unto the said John Mc Smith his heirs and assigns forever, all that part, or parcel of Land called "New Market Plains" which is contained within the courses & distances following that is to say - Beginning at a Stone planted at the end of 23 7/10 ps. on the seventh line of a Dec<sup>r</sup> from Nicholas Skell to the aforesaid William Gibson for part of the said New Market Plains & running thence with said line N 6° E 7 3/10 ps. to a Stone planted, then S 84 1/2° W 20 3/10 ps. to a Stone planted, S 6° W 7 3/10 ps. to a Stone planted then by a straight line to the first Beginning - Containing one acre of Land, more or less.

To Have and To Hold the said part of a Tract of Land above described, and promises with every of the appurtenances, unto the said John Mc Smith his heirs & assigns forever, to him & their only proper use and behoof, and to and for no other use, intent, or purpose whatsoever. In Witness whereof the said Richard Roberts hath hereunto set his hand & affix his seal, the day & year first before written  
Rich<sup>d</sup> Roberts  
Sign<sup>d</sup>. Sealed & deliv<sup>d</sup> in the presence of  
Geo. B. act Mayor