

Daniel Keller & others } No 2395 Equity, In the Circuit Court for Frederick County, sitting
 vs } as a Court of Equity. February Term 1853.
 Martin A Keller & others } Ordered by the Court, this 3^d day of May 1853, that the Auditors
 amended report in this case filed be finally ratified and confirmed no cause to the
 contrary thereof having been shown, although notice appears to have been given as
 required by the foregoing order, the Trustee is directed to pay out the fund as audited,
 with a due proportion on interest. M. Nelson.

No 2523. Equity.

The State of Maryland. Frederick County, to wit: In a Circuit Court
 of the Third Judicial Circuit of the State of Maryland, sitting as a Court
 of Equity, begun and held, at the Court House, in Frederick Town, in and
 for the County aforesaid on the fourteenth day of September, eighteen hundred
 and Fifty five, Present,

The Honorable Madison Nelson, Circuit Judge.

Israel C. ONeal Esquire Sheriff, &
 Edward Shivers ckr.

Among other were the following proceedings, to wit:

Noah A. Gasaway & John W. Ross, partners trading & as
 Noah A. Gasaway & Co. } Be it remembered - that heretofore, to wit:
 On the fourteenth day of October, eighteen-
 hundred and Fifty three, came the said Com-
 plainants, in the Court held by William J.
 Ross Esquire solicitor, and filed in Court here
 the following Bill and exhibits. By

To the Hon. Madison Nelson, Circuit Judge of the Third Judicial Circuit, sitting
 in the Circuit Court for Frederick County, as a Court of Equity - The Bill of
 Complaint of Noah A. Gasaway, and John W. Ross, partners in Trade, trading
 as Noah A. Gasaway & Co. of the City of Baltimore, and State of Maryland,
 most Respectfully states - That on the Fifth day of January, eighteen hundred
 and Fifty three - a certain Jacob Beam of the said City of Baltimore, who had been
 operating a Mill or Mills, near the said City, and who before that time had been
 receiving accommodations, at the hands of the said Firm, in the shape of money -
 advanced, drafts accepted &c in order that he might - Conduct his milling op-
 erations with greater facility, and success, applied, on the day aforesaid for
 further accommodations, which were not to exceed, at any one period, the sum
 of four thousand dollars. your Complainants state - that being unwilling to
 extend accommodation to said Jacob Beam any further without security for
 moneys already advanced, and to be advanced by them, they agreed to advance him
 funds, and to honor his drafts to the extent of Four thousand dollars and no
 farther; the said Beam to execute to them, a Mortgage of Certain Real Estate
 in Frederick County by way of indemnity - for past and future liabilities. your Com-
 plainants further state - That upon the day aforesaid the said Mortgage was execu-
 ted, reciting the arrangement, entered into as aforesaid by the said Beam, with
 your Complainants - your Complainants further state - that to the said Mortgage
 there is a proviso attached - That it shall be null, and void among other things -
 upon the payment of all moneys that may be due by the said Jacob Beam to
 the said Noah A. Gasaway & Co. by virtue of the arrangement made between
 the parties, all of which matters, and things, will fully appear, upon reference to
 a Copy of the said Mortgage, herewith filed, and marked exhibit A, which said
 exhibit, together with all other exhibits, herein after produced, and filed, your -