

Bond

tenants in Common without great injury & loss to all the parties, as it would require the land to be cut up into very small lots or parcels too small to farm, To the 3rd Interrogatory, It would certainly be for the benefit and advantage of all the parties interested therein to have said land sold & the proceeds of sale distributed among them, There being no other witnesses to be examined. I closed the said Commission & herewith return the same under my hand & seal this 10th day of December 1856

Grayson Eichelberger (Seal)
Commissioner

Decree

Jeremiah Chamberlain
and Others
vs
Benjamin Biggs, Jr.
and Others

N^o. 2675 Equity, In the Circuit Court for Frederick County sitting as a Court of Equity, January Term 1857

This cause standing ready for hearing and being submitted to the Court upon bill, answers, exhibits and all other proceedings in this case which were read and considered, It is thereupon this 8th day of January eighteen hundred and fifty seven by Madison Nelson, Circuit Judge aforesaid and by the authority of this Court, adjudged, ordered and decreed, that the land and premises in the proceedings named, mentioned and specified as the unsold real property of Benj. Biggs, deceased, contained in the prayer of said bill be sold by a Trustee to be appointed, That Eli G. Graff of Frederick County be and he is hereby appointed Trustee to make said sale; That the course and manner of his proceedings shall be as follows: He shall first file in the case a Bond to the State of Maryland, executed by himself with good security to be approved according to law in the penalty of three thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree or which may be reposed in him by any future order or decree in the premises, He shall then proceed to make sale of the said land and premises, having first given at least three weeks previous notice inserted in some newspaper printed in Frederick County, and by handbills, of the time, place and manner and terms of sale; which terms shall be as follows, to wit: One third of the purchase to be paid to the Trustee on the day of sale or the ratification thereof, and the balance of said purchase money to be paid in two equal annual payments from the day of sale for which two last payments the purchaser or purchasers shall give bonds to the Trustee with approved security, and on interest, And as soon as may be convenient after such sale the said Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, And on the ratification of such sale by this Court and on the payment of the whole purchase money and part before the said Trustee by a good and sufficient deed to be executed and acknowledged agreeable to law, shall convey to the purchaser or purchasers of said property and to his, her or their heirs the property to him, her or them sold free clear and discharged of all claim of the parties to this cause, and of any person or persons claiming by from or under them, And the said Trustee shall bring into this Court the money arising on such sale, to be disposed of under the order and direction of this Court after deducting therefrom the costs of this suit, and such commission to the Trustee as the Court shall think proper to allow on consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust. M. Nelson

Trustees
Report
of
Sales