

same manner as I am bound to do, no part of the purchase money having been paid to the Trustee, ~ As witness my hand and seal the day and year aforesaid. ~

Sub. A. M. Palmer, ~

(Seal)

Luther J. Leather *(Seal)*

I have read and considered the annexed agreement and assignments which I approve of, and I am willing and do hereby agree to accept of the said James S. Simmons to be substituted as the purchaser in said case in the place and stead of the said Luther John Leather the purchaser at said date, ~ As witness my hand as Trustee, this 3^d day of March 1866. ~

J. L. Leather Trustee

David W. Leather Esq

No 3232 Equity, ~

Lewis N. Harding Esq

In the Circuit Court for Frederick County sitting as a Court of Equity

vs the Hon. Madison Nelson sitting in Equity, ~

The petition of James S. Simmons respectfully sheweth unto your Honor that Luther J. Leather of Frederick County on the third day of March 1866 sold and transferred to your petitioner all his right, title and interest in and to the real estate which he purchased of James L. Leather as Trustee in the above named case, upon the terms and conditions in said assignment and transfer, which assignment and transfer was made by and with the consent of the said James L. Leather the Trustee, the said assignment and transfer as annex is to be considered as a part of this petition as if here inserted in words and figures. ~ Your petitioner further states that he wishes to be taken and substituted as purchaser in said case in the place and stead of the said Luther J. Leather the original purchaser. ~

May it please your Honor to order and adjudge in this case that your petitioner be taken and substituted as purchaser in the place and stead of the said Luther J. Leather, according to the terms, true intent and meaning of said assignment. ~ And may it please your Honor to order and adjudge that James L. Leather the trustee in said case, shall as soon as your petitioner shall have strictly complied with the terms of the sale in said case in every particular, make a good and valid deed of conveyance of the real estate as aforesaid purchased by the said Luther J. Leather, to your petitioner to him his heirs and assigns free and clear from all right or claim of the parties to the proceedings in said Equity case, and that said deed shall be as good and valid in every particular as if your petitioner had been the purchaser from the Trustee which in duty bound your petitioner shall ever pray. ~

J. S. Simmons

David W. Leather Esq

No 3232 Equity, ~

Lewis N. Harding Esq

In the Circuit Court for Frederick County, ~

On the foregoing petition of James S. Simmons it is ordered this 25th day of April 1866 that the said James S. Simmons be taken and substituted in the place and stead of Luther J. Leather as purchaser of said real estate, and that the Trustee came to be executed to the said Simmons a good and sufficient deed for the same when he shall have fully complied with the terms of sale. ~

M. Nelson

Audit

Statement of an account between James S. Leather Trustee in No 3232 Equity and the Estate of John Leather dec'd in the Circuit Court for Frederick County, ~

To amount of trust funds reported ~

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