as defendants I, William P Nelson, Commissioner therein named, did, on the 30th of April Eighteen hundred & sixty six, at the Office of Grayson Eichelberger Esq. in Frederick, Maryland, proceed then & there to take the following depositions to wit. The Complainant filed with the Commissioner as evidence Exhibits No 1 & 2 which are herewith returned & David I. Markey, a witness of lawful age, produced on the part of the Complainant, being duly sworn & examined to interrogatories filed with the Commissioner by the Complainant & herewith returned, deposes and says. To the First Int. That he is acquainted with the Complainant & with all of the children of Ormond F. Butler & that he has known them all for many years. To the 2d Int. That he was acquainted with Ormond F. Butler; that he is dead, that he died about four or five years ago, intestate; that he left a widow named Barbara & the following children, namely, Richard Butler, Charles Butler, William Butler Ormond Butler, George Butler, Robert Butler, Anna, married to George A. Brady, Sarah, married to Henry Baker Amelia, married to George Funck, Harriet, married to John Keir & Christina Wheeler; that they are all adults above the age of twenty one years & all reside in the State of Maryland, except George Butler & Martha his wife; Robert Butler & Martha, his wife; George Funck & Amelia his wife & John Keir & Harriet his wife, who are now residents of the State of Maryland and do not reside therein. To the 3d Int. That he looks at the Exhibits No 1 & 2; that he knows the property described in Exhibit No 1; that the body of Exhibit No 2 is in the handwriting of deponent, that said Exhibit was signed & executed by Ormond F. Butler in the presence of this deponent, that Exhibit No 2 was given for the balance of the purchase money on lot described in Exhibit No 1; that Complainant held a note for the original purchase money and that the note Exhibit No 2 was given by Ormond F. Butler in substitution or renewal of said original note for the purchase money. There being no other witnesses present to be examined & the Complainant requiring no further time for the production of his Evidences, the Commissioner closed the said Commission & herewith returns the same on the first day of May Eighteen hundred and sixty five.

Wm P. Nelson Comr.

Trustee's Report &c.

Decree

John Wantscher
vs
Barbara Butler

No 3235 Equity.

In the Circuit Court for Frederick County sitting as a Court of Equity.
February Term 1866.

The above cause standing ready for a hearing, & being submitted, the bill, answers, Exhibits, testimony & all other proceedings were by the Court read and considered and the order of publication heretofore passed in this cause having been duly published & the two non resident defendants having failed to appear & answer the bill of Complaint. It is thereupon this first day of June in the year Eighteen hundred & sixty six by the Hon. Madison Nelson, Circuit Judge, for the Fourth Judicial Circuit of the State of Maryland, & by the authority of the Circuit Court for Frederick County as a Court of Equity, adjudged, ordered & decreed, that the land and premises mentioned in these proceedings be sold & that the bill of Complaint be & the same is hereby taken pro confesso against said non resident & defaulting defendants and that Grayson Eichelberger of Frederick County, be and he is hereby appointed a Trustee to make the said sale, and that the course & manner of his proceeding shall be as follows; He shall first file in the Clerk's Office of this Court a bond to the State of Maryland, executed by himself with a surety, or sureties, to be approved by the Court, or 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 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 real Estate, having first given at least three weeks previous notice, inserted in some newspaper printed in Frederick County, and such other notice as he may think proper of the time, place, manner and terms of sale, which terms shall be as follows; One half of the purchase money to be paid on the day of sale, or on the ratification thereof by the Court, the residue in twelve months the purchaser or purchasers giving his, her or their notes with approved

Exhibits No 1