

into the 9th line in said deed, making allowances for variations to such former runnings South 69 3/4 West 153 perches, then South 8 1/2 East 49 perches, South 68 East 28 1/4 perches to a red oak tree marked with 12 notches, South 7 1/2 West 24 perches to intersect the end of 29 perches on the first line in said deed from Mary Wood and others to said Philip Hammond deceased, then with said first line in said deed, North 71 East 61 1/2 perches to a stone planted and marked on the North side D, and on the East side D, and on the top 48, it being at the end of the 48th line of a tract called Peace & Plenty as agreed upon by George Burkhardt and Basil Dorsey deceased, then North 21 East 36 perches, South 87 1/2 East 5 perches, North 21 East 10 perches, North 87 1/2 West 6 perches, North 29 East 4 perches, South 87 1/2 East 28 perches North 6 1/2 East 70 1/4 perches to the beginning stone, Containing sixty seven acres more or less.

It is further adjudged, ordered and decreed, that the costs of this cause to be taxed by the Clerk, be paid to Complainant, by the defendants, the heirs at Law and Children of Philip Hammond deceased.

Madison Nelson

Joseph Waltman
vs
Thomas Watt, and
Ann E Watt

N^o 3390 Equity

In the Circuit Court for Frederick County sitting as a Court of Equity & Filed Oct 8th 1866. in the words of figures.

To the Honorable Madison Nelson Judge of the Circuit Court for Frederick County sitting as a Court of Equity.

Exhibit No 1

The Bill of Complaint of Joseph Waltman of Frederick County, respectfully shows unto your Honor, that heretofore, to wit, on the thirtieth day of July 1855, a certain Thom^s Watt of Frederick County and Ann Elizabeth Watt his wife, executed a deed bearing said date, by which, in consideration of the fact that your Complainant had become surety for said Thomas Watt in two joint and several promissory notes for the sum of One hundred and twenty five dollars each, bearing date the 25th day of July 1855, payable on or before six years from date, to Henry McDuell or order, with interest payable every six months; and in the further consideration that the said Thomas Watt also stood indebted to your Complainant in the sum of five hundred and seventy seven dollars current money, they the said Thomas Watt and Ann Elizabeth Watt his wife, did convey to your Complainant certain personal property described in said deed, as well as a certain house and Lot owned and occupied by said Ann Elizabeth Watt, particularly described in said deed, to which said deed there is a condition annexed, that it be void in case the said Thomas Watt should save and keep harmless your Complainant, from all loss, damages, costs &c. which he might sustain by reason of said securityship, and should also well and truly pay or cause to be paid to your Complainant the said sum of Five hundred and seventy seven dollars with interest on it by on the 31st day of July 1856, all of which will more fully appear by reference to a true and certified copy of said deed filed herewith, marked Exhibit No 1 which with all other Exhibits herewith filed your Complainant prays may be taken as a part of this his Bill of Complaint as if here inserted in words and figures.

Your Honor justly charges that said Thomas Watt applied for the benefit of the insolvent law on the 20th day of September 1856, and your Complainant was appointed Insolvency Trustee, that in pursuance of the powers vested in him as such Trustee, he sold all of the personal property of said Thomas Watt together with the personal property described in said deed, that an account was stated by the Auditor in said Insolvency Case, by which your Complainant received of the amount intended to be secured by said Mortgage Four hundred and eighty and 40/100 dollars as the sum said mortgaged property, as the for, and