

Examiner Buildings, Frederick, Md  
May 26<sup>th</sup> 1868 ~

This is to certify, that the annexed order was published in the Examiner, printed in Frederick Town, once a week for two successive weeks prior to the 31<sup>st</sup> day of July 1867. ~

Keefe Smith Hg

Ratification of Audit  
Except Claim No. 2

Joshua Motter Isaac Motter  
And Lewis Mc Motter  
Andrew Annan and others

No. 3312 Equity. ~

In the Circuit Court for Frederick County in Equity  
Ordered by the Court this 26<sup>th</sup> day of May 1868.

That the report of the Auditor as made in this case, except the Claim No. 2 of the Farmer's Bank of Maryland, use of David Gamble, to which Claim Exceptions have been filed, and which exceptions are reserved for the future order of this Court, be ratified and confirmed, no cause to the contrary (Except as to Claim No. 2) having been filed as shown, although the Order Recd has been duly published. ~

It is further ordered that the funds be paid out as audited, except as to Claim No. 2 which is reserved for the future order and discretion of this Court ~  
Filed May 9<sup>th</sup> 1868 ~  
John A. Loggins

Exceptions to Audit

Joshua Motter & Others  
Andrew Annan & Others

No. 3312 Equity ~

In the Circuit Court for Frederick County  
Sitting in Equity ~

Andrew Annan a Mortgage Creditor of Robert Annan Dec<sup>d</sup>, objects to the ratification of the Auditor's Report filed in the above case on the 6<sup>th</sup> day of July 1867, and to the allowance of the Claim of David Gamble therein as Claim No. 2, and in support of his said objection, assigns the following reasons ~

1<sup>st</sup> Because said Claim has been fully paid and satisfied to said David Gamble,  
2<sup>nd</sup> Because the note upon which said Judgment was rendered, was for money borrowed to pay a Claim or debt due by Samuel and John Duphorn, upon which said David Gamble and Robert Annan were co-securities a Mortgage Deed of Trust or other lien on Lands in Pennsylvania to indemnify them against loss by reason of their said suretyships, which said lands were sold under and by virtue of said lien, and the proceeds thereof received and retained by said David Gamble to his own use, through the proceeds of said Judgment note were applied for the benefit of the said co-securityship in payment of the debt for which they were both liable and co-securities ~

3<sup>rd</sup> Because the note upon which the Judgment was based, and which Judgment is now claimed by said David Gamble as assignee of the Central Bank of Frederick was discounted for the joint benefit of Robert Annan and the said David Gamble, and not for said Annan as principal, and said David Gamble as security, and that the assignment thereof by the said Central Bank to said Gamble, was obtained by the error or misrepresentations by said Gamble to said Bank. ~ He therefore prays that said Claim may be disallowed, and the Audit referred back to the Auditor with instructions to reject said Claim No. 2. ~

Filed May 28<sup>th</sup> 1868 ~

G Eichelberger, Sol<sup>r</sup>  
for A Annan  
Wm Ross Sol<sup>r</sup>  
for A. Annan