

Answer of Par
marco Marlow et al

The joint and separate answers of Parmenio Marlow, Margaret E. Durbinow, Mary O. Marlow
Frances L. Marlow, to the Bill of Complaint Exhibited against them by Junes Marlow and
others in the Circuit Court for Frederick County, and also to the Amended Bill of Complaint. ~
For Answer to said Bill and amended Bill of Complaint, these Defendants admit the several
Matters and things charged in said bill, and consent that a decree may be passed as therein
prayed. ~

Parmenio Marlow
Margaret E. Durbinow
Mary O. Marlow
Frances L. Marlow

Filed December 14th 1869 ~

Decree

Junes Marlow
Dunes Marlow et al
or
Parmenio Marlow
Margaret E. Durbinow et al

No. 3381 Equity ~

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

December Term 1869 ~

The above cause standing ready for a hearing, and being submitted, the Bill,
answer, Exhibits and all other proceedings were by the Court read and considered. ~
It is thereupon, this 14th day of December in the year Eighteen Hundred and sixty Nine by the
Circuit Court for Frederick County, as a Court of Equity, and by the authority thereof, ad,
Judged, ordered, and decreed, that the land and premises mentioned in these proceedings
be sold, and that Fred. J. Nelson of Frederick County, be, and he is hereby appointed
a Trustee to make the said sales, and that the course and 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 Ten Thousand Dollars
(\$10,000) 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
third of the purchase money to be paid on the day of sale, or on the ratification
thereof by the Court, the residue in One and two years, the purchaser or
purchasers giving his her or their notes, with approved security, and bearing
interest from the day of sale; And as soon as may be convenient after any
such sale, or sales, the said Trustee shall return to this Court, a full and
particular account of the same, with an affidavit of the truth thereof, and of
the fairness of such sale, or sales annexed, and on the ratification of such
sale or sales, by the Court, and on payment of the whole purchase money, and
not before, the said Trustee, by a good and sufficient deed to be executed
and acknowledged, agreeably to law, shall convey to the purchaser or pur-
chasers of the said property, and to his her or their heirs, the property to him, her,
or them sold, free, clear, and discharged of all claims 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 or
sales, and the bonds, or notes which may be taken for the same, to be disposed
of under the direction of this Court, after deducting therefrom the costs of this
suit, and such Commission to the said 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. ~
John A. Leggett

Filed Dec 15th 1869