

8th Sub. State whether the explanations written on said plat were made and written by you? And whether they are true? ~

Answer, The explanations on said plat were made and written by me and are true. There being no witnesses present to be examined, and in conformity with the order of the Circuit Court for Frederick County sitting in Equity, passed the 12th day of December in the year 1871, the Commissioner closed the said Commission, and herewith returns the same, together with the "Plat" marked Exhibit A. F. No 2, filed with the Commissioner as evidenced, under his hand and seal this tenth day of January in the year one thousand eight hundred and seventy two.

Francis Brungle  Commissioner

Costs of Commission on second remanding thereof

Defendants Costs		Complainants Costs	
Commissioner's fees	\$ 12.00	Commissioner's fees	\$ 8.00
Carlton Shaffer Clerk to Commissioner	5.00	Carlton Shaffer Clerk to Commr	2.50
Geo. W. Unglesbee	.75	Adolphus Fearhake	.75
James L. B. Gruell	.75	Sheriff's fees	2.00
Rufus B. Magruden	.75		\$ 13.25
	<u>\$ 19.25</u>		

Endorsed

The Execution of the within Commission will appear by Schedules thereto annexed ~

Francis Brungle  Commissioner

Decree

Thomas Claggett vs James O. Easterday et al. } No. 3425 Equity ~ In the Circuit Court for Frederick County as a Court of Equity. ~

February Term 1872

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The Bill in this cause was filed by the complainant on the 20th day of November A. D. 1868, to compel the Defendants to pay to him the purchase money then due on certain land sold by the complainant to the Defendants, and to require them to execute a Mortgage on said land for the deferred payments according to an agreement between the parties, marked Exhibit "F. C." No 1. and filed in this cause, and in case of a refusal on the part of the Defendants, that the land named in said agreement be sold to pay the purchase money. ~

To this Bill the Defendants filed their answer on the 16th day of November A. D. 1869, in which they admit the execution of the agreement, but deny that the complainant ever tendered to them a deed for the land intended to be sold under said agreement, but that he did tender to them a deed for Lot No 2, and for that part of the One Hundred and Thirty Seven Acre tract lying north of the broken, blue shaded line running from B to C on the Plat "A. C. E." filed in this cause, whereas the land contracted to be sold to them, is the land lying North of the Broken line, F to G, shaded red on said plat, marked "A. C. E." and they further state that they are ready and willing to pay the money, and to comply in every respect with all the stipulations of their said agreement. The only difference between the parties, is, as to the application of their agreement to the subject matter, that is as to the precise part of the one hundred and thirty seven