

Ratification
of Audit-

No 3739 Equity, Circuit-Court for Frederick County.
 Ordered by the Court this 17th day of September 1872, that the report of the Auditor as made in this cause be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although the order nisi has been duly published in Republican Citizen, the Trustee is ordered to pay out the proceeds of sale as audited.

Filed Sept. 17th 1872.

John A. Lynch
 W. Deas Bowie
 Judges of the Circuit-Court.

Bill

No 3750 Equity

To the Honorable the Judges of the Circuit-Court for Frederick County, sitting in Equity. Humbly complaining shows unto your Honors, your orator Andrew Annan of Frederick County, that a certain Edward Wenschhoff being indebted unto a certain Samuel Flegle of C, in the sum of Twenty Four hundred dollars did on the 12th day of April in the year 1870 execute to the said Samuel Flegle of C, two three promissory notes under seal, the first for the sum of \$1000. dated the 12th day of April in the year 1870 and payable on the first day of April in the year 1871 with interest from the 1st day of April 1870, the second for the sum of \$1000. dated on the said 12th day of April 1870 and payable with interest thereon from the 1st day of April 1870, on the 1st day of April 1872, and the third for the sum of Four hundred (\$400.) dollars dated on said April 12th 1870 and payable with interest thereon from April 1st 1870, on the 1st day of April 1873, And your orator further charges that the said Edward Wenschhoff to secure the payment of said notes under seal, which are herewith filed and marked Exhibits A, B & C and which together with all other Exhibits filed herewith are prayed to be taken and considered as parts of this Bill of Complaint, together with Catharine Wenschhoff his wife conveyed unto the said Samuel Flegle of C, in fee simple certain tracts or parcels of land situated lying and being in Frederick County and which are more fully described in the said Deed of conveyance herewith filed and marked Exhibit A and the deed of said lands to said Edward Wenschhoff marked Exhibit B to which deed of conveyance to the said Samuel Flegle of C, there is a condition annexed that said Deed be void upon the payment to the said Samuel Flegle of C, of the said sum of Two thousand Four hundred dollars with the interest thereon according to the intent and meaning of the three several promissory notes thereon before mentioned and which are the same three notes under seal filed herewith and marked Exhibits A, B and C, as by reference to said Deed of Mortgage marked Exhibit D, and said notes will more fully appear, and your orator further charges that the recital in said Exhibit D, that said notes are payable as therein set forth with interest thereon from the dates thereof, is a mistake and that the true and proper interest of said notes and mortgage was and is in fact and unto that the said notes should draw interest from the first day of April in the year 1870 as herein before charged, and not from the 12th day of April in the year 1870. And your orator further charges that the said Mortgage

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