without loss or injury to said parties. If may state fully your reasons for the opinion you entertain upon this subject.

8th "Would or would not it be for the advantage of all parties interested to sell the same and divide the proceeds in proportion to their respective rights. If yea, state fully your reasons for your opinion.

9th". State any other facts within your knowledge that would be for the advantage of the Complainants in this cause &c.

C. P. B. Levy
Sol. for Complainants.

Filed Jany. 22. 1874.

Trustees Report

Decree

John Gardner & Susan Gardner his Wife and Susan Beckenbaugh. vs. Peter Beckenbaugh and Lavina Beckenbaugh his wife et al.

No. 3899 Equity.

In the Circuit Court for Frederick County sitting as a Court of Equity. February Term 1874.

The above cause standing ready for a hearing, and being submitted the Bill, answer, Exhibit, Depositions and all other proceedings were by the Court read and considered. It is thereupon this 26th day of February in the year 1874, by the Judges of the Circuit Court for Frederick County, as a Court of Equity, and by the authority of said Court adjudged ordered and decreed that the Land and premises mentioned in these proceedings be sold for the purpose of distributing the proceeds of sale among the parties entitled in proportion to their respective rights and that John Gardner of Frederick County be and is hereby appointed 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 Clerks 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 One thousand dollars 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 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 half of the purchase money to be paid in cash on the day of sale or on the ratification thereof by the Court the residue in one year from the day of sale 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 into 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 purchasers 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 claim 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.

Nisi

W. Veirs Boyce
John A. Lynch
Judges of the Circuit Court.

Filed Feby. 25. 1874.

Printer's Certificate

Acknowledgment of Purchaser