
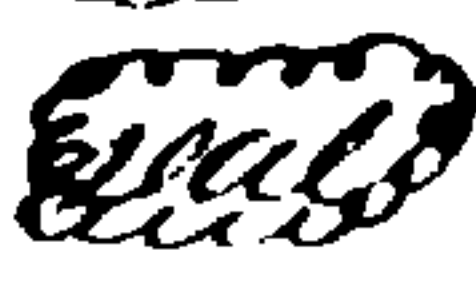


2nd" Altho' prior to this suit and since our agreement the payments of the installments of One Thousand dollars has been repeatedly demanded he has paid nothing but the first installment and through my Agent Ezra M Thomas I have demanded he should sell the farm but he refused to do it and make no honest effort to do it, dont advertise it or try to sell it but rent it and keep it and get the benefit of it, after getting me to deliver possession on the faith of our agreement.

There being no other witnesses to be examined and neither party desiring further time for the production of his evidence the Commissioners closed the said Commission and herewith returns the same under their hands and seals this 7th day of January, in the year 1871.

Francis Brengle   
J. E. P. Wood 

Costs of Commission  
Commissioners fees \$12 00  
Sherriffs fees 4 00  
\$16 00

Filed Jan 9. 1871.



Francis Brengle   
J. E. P. Wood 

Exhibit No. 1  
with Commr.

Know all men by these presents, that I Edwin M Johnson of Frederick County and State of Maryland have constituted Ezra M Thomas of said County and State my sufficient Attorney for me in my name and on my behalf to sell grant convey and transfer unto any person or persons whatsoever and for such price and on such terms as my said attorney shall think fit all or any part of any Land or interest in Land I may possess in said County and all or any part of any crops growing or otherwise or any interest therein I may possess in said County and any and all live stock and any or all of my goods Chattels or personal effects being in said County of whatever kind or nature and to receive the proceeds of such sales for me and in my name for my own proper use and benefit to ask demand sue for recover and receive all such sum or sums of money debts and demands whatsoever which are now or may become due and owing to me the said Edwin M Johnson by Col. Thomas Johnson of said County and State or by any person or persons whatsoever and to have use and take all lawful ways and means in my name or otherwise for the recovery thereof by any action of Law or Equity or any form of suit or otherwise and to compound and agree for the same and to make in my name seal and sign and deliver any deeds conveyances receipts releases or other instruments in writing concerning the premises or do any other act concerning the premises as fully in every respect as I myself might or could were I personally present and Attorneys one or more under him for the purposes aforesaid to make and at his pleasure to make. And the said Ezra M Thomas is hereby further empowered as my Attorney as aforesaid out of the proceeds of said sales or collection of said debts to pay any or all of my just and lawful debts which I may recognize to him as such and to reimburse himself out of the proceeds of such sales and collections all outlays or expenditures of money on my behalf incurred in the execution of these presents or otherwise and any and all advances he may make for me or in my behalf and the said Ezra M Thomas in consideration of his trouble and services in the premises shall be entitled to retain Eight percent of all moneys that he may realize from the sale of my property or any part thereof and from the collection of any debts due me as aforesaid