

No 4501 Equity

Commissioner's Oath

You shall, according according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of the parties, take the examination and depositions of all and every witness and witnesses produced and examined by virtue of the commission herunto annexed, upon the interrogatories, or which may hereafter, before the said commission is closed, be produced to and left with you, by either of said parties So help you God.

Clerk's Oath

You shall truly, faithfully and without partiality to any or either of the parties to this cause, take, write down, and transcribe, the depositions of all and every the witness and witnesses produced and examined by the Commissioner named in the Commission herunto annexed, as far forth as you are directed and employed by the said commissioner to take, write down, and transcribe the said deposition, or any of them. So help you God

The Commission is endorsed as follows, to wit

Shereby return the within

Return of Commission

Commission, no testimony having been taken thereon, either by the Ex-ceptants or respondents. Witness my hand and seal 3 Oct 1879 Filed Oct 3. 1879. W. B. Nelson, Commr

Edmund C. Cartzendafer & Joseph E. Cartzendafer

No 4501 Equity In the Circuit Court for Frederick County as a Court of Equity September Term 1879

Court's Opinion and order concerning Objections, & Ratifying Sale made by Receivers.

This case is now before the Court on objections to the ratification of the sale made by the Receivers of a mill situated on Carroll Creek in said County.

The first and second objections must be overruled because there is no proof taken to sustain them, and the sale seems to have been fairly made and for a fair price. The third objection is very general in its terms, but the Solicitors for the objector in their argument mainly relied upon the fact that the deed for said Mill property is to Edmund C. Cartzendafer & Joseph E. Cartzendafer, and was not as they maintained, copartnership property, and therefore the receivers had no power to sell it. If it were copartnership property then the objection, cannot be sustained, because there is nothing in the case to show that the sale was not fairly made, and if it were not copartnership property, the objection must be overruled because Thornton Poole the objector then had no interest in that property, and being no party to this suit, had no right to file objections to the sale. It was also contended that the order of the Court directing a sale of the property was erroneous because it did not give the creditors an opportunity to contest the amount due upon the mortgage of Thomas A. Harwood.

The Court does not concur in this construction of said order, but is of opinion that the real amount due on the mortgage may be inquired into under the Audit hereafter to be made of the whole of the proceeds of said sales