

No. 4292 Equity

Whereupon, there being no other witnesses present to be examined & no further time being required for the production of Evidence, the Commissioner closed the said Commission & herewith returns the same, on this 18th day of December A. D. 1877.

W. B. Nelson Commissioner

Costs of Commission

Complainants Costs.

W. B. Nelson, Commissioner fees	\$ 8 00
W. Benjamin F. Johnson, Attor. in C. (order of Comp. &)	1 70
John H. Louns, Attor. in C. (order of Comp. &)	1 70
W. B. Nelson Commissioner	

W. Benjamin F. Johnson and wife, and others

(vs) Samuel A. Thorne Lema Thorne his wife

No 4292 Equity.

In the Circuit Court for Frederick County, sitting as a Court of Equity December Term, 1877.

Heere

The above cause standing ready for a hearing, and being submitted, the Bill, answers Exhibits, depositions, and all other proceedings were by the Court read, and considered.

And thereupon, this 19th day of January, in the year eighteen hundred, and seventy eight, by the Circuit Court for Frederick County, as a Court of Equity, and by the authority of said Court, adjudged, ordered, and decreed that the lands and premises mentioned in these proceedings be sold to pay the debts of Nancy Evans deceased, and such claims as are legally and properly chargeable against her estate, or so much thereof as may be necessary for the purpose, and that John H. Louns 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 Clerk's office of this Court a Bond to the state of Maryland executed by him with a surety, or sureties, to be approved by the Court, or the Clerk thereof, in the penalty of Five Hundred dollars, conditioned for the faithful performance of the trust 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 notice, inserted in some newspapers provided 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 to 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 accepted, and on the ratification of such sale, or sales by the Court, and on the 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 any such sale, or sales, and the bonds, or notes which may be taken for the same, to be disposed of

Pete

and

Caution to Amicus of Com.