

H. W. B. No. 302 folio 343, to be marked Exhibit No. 7; deed from Robert D. Darby, dated October 24, 1912, recorded in liber H. W. B. No. 302, folio 347, the same to be marked Exhibit No. 8.

2. Are you familiar with the land involved in this proceedings, and if so state whether in your opinion it could be divided between the parties without less or injury to them?

I am familiar with this property in a general way, having made several visits to the neighborhood in connection with the purchase of adjacent property. It is a mountain lot on the South-eastern slope of Sugar leaf Mountain and manifestly could not be divided among the parties hereto without less or injury.

To the formal interrogatory the witness answers No.

Wm. W. Millan.

Reckville Maryland.

September 24th 1913.

Henry C. Allnutt, a witness having been heretofore sworn in this cause is recalled to the stand on behalf of the plaintiff for further testimony.

1. Are the following named defendants, Robert T. Waters, Frederick L. Waters, Sarah D. Waters, George W. Waters, and Benoni Waters, residents of the State of Maryland?

They are not.

To the formal interrogatory the witness answers No.

Henry C. Allnutt.

DECREE.

The above cause standing ready for a hearing, and being submitted, the Bill, Answer, Exhibits, testimony and all other proceedings were by the Court read and considered. It is thereupon 13th day of October in the year 1913, 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 land and premises mentioned in these proceedings be sold and that Milton G. Urner, Jr., Esquire, of Frederick County be and he is hereby appointed trustee to make said sale and that the course and manner of his proceedings 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 Four Hundred Dollars, conditioned upon 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 Real estate, having first given at least three weeks previous notice, inserted 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 six months 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, or all cash at the option of the purchaser and as soon as may be convenient after any such sale or sales, the 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 annexed, 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 said property and to his her or their heirs, the property to him, her them sold, free, clear and discharged of all claims 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 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 consid-