

To the General Interrogatory.

A. Nothing further.

Jonathan D. English.

Whereupon there being no further witnesses to examine and no time being required for the production of testimony, the said Examiner, at the request of the solicitors for the Plaintiffs, closed the taking of testimony; and the said Examiner hereby certifies that the foregoing are the true and original depositions of the witnesses in this cause as the same were taken down in stenographic notes and subsequently typewritten by Claude S. Hahn, the examiner's sworn Clerk, the same having been read over by the respective witnesses and duly signed; and the said Examiner herewith returns the same enclosed to Your Honorable Court with the exhibit filed with his evidence.

Witness my hand and seal this 20th day of May A. D. 1912.

Albert S. Brown (Seal)
Examiner.

Certified to

A. S. Brown, Examiner.

DECREE.

The above cause standing ready for a hearing, and being submitted, the Bill, Answer, Exhibits and all other proceedings were by the Court read and considered. It is thereupon this 10th day of May in the year nineteen hundred and twelve 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 Charles McC. Mathias and John M. King, of Frederick County, be and they are hereby appointed Trustees to make the said sales, and that the course and manner of their proceedings shall be as follows--They shall first file in the Clerk's office of this Court, a bond to the State of Maryland, Executed by them with a surety, or sureties, to be approved by the Court, or the Clerk thereof, in the penalty of six hundred dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future order of decree in the premises. They 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 they 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 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 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 trustees 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} trustees as the Court shall think proper to allow, on consideration of the skill, attention and fidelity wherewith shall appear to have discharged their trust.

John C. Motter,
Judge.