

No. 9933 Equity.

Whereupon there being no other witnesses to examine and no further time being required for the production of testimony, the said Examiner at the request of the solicitor for the plaintiff closes 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 read over to and signed by them respectively, and the said Examiner herewith returns the same, enclosed to your Honorable Court,

Witness my hand and seal this 23rd day of July, A.D, 1919.

Albert S. Brown, (seal)
Examiner.

Costs of the foregoing Testimony.

Albert S. Brown, Examiner,	\$4.00
Harry L. DAVIS, Party to cause, witness,	
William Cadde - WITNESS & mileage,	\$1.55
Royal Hilten " & "	\$1.55
Roger W. Molesworth " Party to cause,	
Total	\$7.10.

Filed JULY 23rd, 1919

Certified by Albert S. Brown,
Examiner.

DECREE.

Margaret M. Molesworth et al.,

Vs.

Edith H. Molesworth, Admx. of
John W. Molesworth, Jr, Dec'd
et al.,

No. 9933, Equity.

In the Circuit Court for Frederick County,
sitting as a Court of Equity,

JULY TERM, 1919.

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, and the Court being of the opinion it would be advantageous, to the parties interested that the property be sold, and it is thereupon, this 5th day of August, in the year Nineteen Hundred and Nineteen 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 John S. Newman, of Frederick County, be, and he is hereby appointed, Trustee, to make the said sales, 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 Fifteen Thousand Dollars, with a Bonding Company as surety thereon, conditioned for 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 said Real Estate, either at private sale, or at public sale after 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; if at private sale; for a sum not less than \$ 15,000.00, 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 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, annexed and on the ratification of such sale or sales, by the Court, and on 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 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 of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said Trustee, as the Court Shall think proper to allow, on consideration, of the skill, and Fidelity, he shall appear to have discharged his trust,

Glenn H. Werthington.

Filed August 5th, 1919.