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the said Trustee for his Trouble in the execution of this Trust shall receive such commission as shall be hereafter allowed him by this Court in consideration of the skill and fidelity, with which he shall appear to have executed the trust.

Thos B Dorsey
J. H. Wilkinson
Chas J Kilgour

And whereas afterwards towit on the seconday day of January in the year of our Lord one thousand eight hundred and twenty six, the said Daniel Renner come and entered an appeal from the decree of the Court aforesaid, to the Court of Appeals of the Western shore of the State of Maryland, and on the sixteenth day of June in the same year filed in Court here a certain writing obligatory commonly called an appeal bond, which is in the following words, Viz.

Know all men by these presents that we Daniel Renner of Washington County in the District of Columbia and Otho Magruder and Benjamin Perry of Montgomery County in the State of Maryland, are held and firmly bound unto Henry Bellinger in the full and just sum of four thousand dollars current money of the United States to be paid to the said Henry Bellinger his certain Attorney, Executors, administrators or assigns to the which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs Executors and administrators jointly and severally firmly by these presents, sealed with our seals and dated this thirteenth day of June Eighteen hundred and twenty six. Whereas in a certain cause depending in Montgomery County Court in the State of Maryland sitting as a Court of Equity in which the said Henry Bellinger is complainant and Daniel Renner, Joel T Gustine, John Burrows, William Hayman Jr. William Talbott and Frederick A Russell are Defendants it was on the nineteenth day of November Eighteen hundred and twenty five by the Judges of the said Court sitting as a Court of Equity and by the authority thereof adjudged and Decreed that the bill of complaint be taken pro confesso against the non resident Defendants and that unless the said Daniel Renner should on or before the first day of February then next bring into the Court or pay to the Complainant the sum of sixteen hundred dollars with interest thereon from the sixteenth day of August in the year eighteen hundred and twenty two the land mentioned in the Complainants Bill and described in exhibit A filed with and as part of said Complainants Bill be sold at public auction for cash and that Upton Beall be appointed Trustee, for that purpose, and the manner of his proceedings should be as follows, first the Trustee should give a Bond to the State of Maryland with good security to be approved by the Court or one of the Judges thereof in the penalty of seven thousand dollars for the faithfull execution of his Trust in the premises and that he should sell to the highest bidder after giving notice of the time place and terms of sale in the Rockville True American three weeks previous to the sale and that the said land should be sold for cash, and as soon after the said sale as convenient the Trustee should make his report upon oath of the sale and the fairness thereof, and should bring into Court the proceeds of sale to be distributed under the future order thereof and upon the ratification of the sale by the Court and payment of all the purchase money and not before the Trustee should by a good and valid deed to be executed and acknowledged as the law directs convey the purchaser or purchasers, his her or their heirs or assigns all the land and estate so sold under this Decree, and that the said Trustee for his trouble in the execution of said trust should receive such commission

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as should thereafter allowed him by the said Court in consideration of the skill and fidelity, with which he should appear to have executed this trust, from which Decree the said Daniel Renner has prayed an appeal, to the Court of Appeals of the Western Shore of the State of Maryland

Now the condition of the above obligation is such that if the said Daniel Renner shall prosecute his said appeal with effect and pay and satisfy all the damages and costs which may be awarded by the said Court of Appeals, if he shall fail to make his said appeal good, or if the said Decree shall be affirmed and shall in all respects comply with the judgment and Decree of the said Court of Appeals then this obligation to be void else to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in presence of
Walter S. McLancaster.

Daniel Renner (Seal)
O. Magruder (Seal)
Benjn Perry (Seal)

Endorsed.

Approved this 16th June 1826. Chas J Kilgour

Whereupon the record and proceedings aforesaid with all things thereunto relating are hereby transmitted to the Court of Appeals of the said State accordingly

Test. Upton Beall, clk Montg^y Coty Court.

State of Maryland, Montgomery County Set.

I hereby certify that the aforegoing Transcript is truly taken from the record and proceedings of the County Court aforesaid.

(Seal of Montg^y Coty Court) In Testimony whereof I have hereto set my name and the seal of my office this 5th day of December 1826.

Upton Beall clk
Montg^y Coty Court.

Complainants costs $13.05 cts. U. Beall clk

And now come into the Court of Appeals here, as well the said Daniel Renner by Benjamin V Jones his Attorney, as the said Henry Bellinger by John Brook his Attorney; and thereupon on motion of the said Henry Bellinger by his Attorney aforesaid, it is ruled by the Court here, that the said Daniel Renner assign the errors in the record of proceedings aforesaid, or in the giving the decree aforesaid so as aforesaid brought before the Court of Appeals here for correcting, the errors supposed to be therein, or judgment by the Court of Appeals here will be entered against him in default thereof. And the said Daniel Renner, by his Attorney aforesaid, says, that in the record of proceedings aforesaid, and also in the giving of the Decree aforesaid, there is manifest error in this, towit, that by the record aforesaid it appears that the decree aforesaid, was given for the said Henry Bellinger against the said Daniel Renner when by the law of the land that decree ought to have been given for the said Daniel Renner against the said Henry Bellinger therefore in that there is manifest error; and he prays that the decree aforesaid for that error, and others, being in the record of proceedings aforesaid, may be reversed, annulled, and held entirely as void, and that he the said Daniel Renner may be restored to all things which he hath lost by occasion of the said decree, and that the said Henry Bellinger may rejoin to the errors aforesaid, and so forth. And thereupon it is ruled by the Court of Appeals here, that the said Henry Bellinger join in the errors by the said Daniel Renner above assigned in the record of proceedings aforesaid, or Judgment by the Court of Appeals here will be rendered against him in default thereof, and the said Henry by his Attorney aforesaid, says there is no error in the record of proceedings aforesaid, nor in the giving of the decree aforesaid, and he prays that the Court of Appeals here will proceed to the examination as well of the record of proceedings aforesaid, as of the matter