Henry Rickenbaugh, vs. Benjamin Leshwa	No. 102 Trials, Nov. Term 1827 Wash Co. Court. Judgment to Nar for $156 - Debt, and $300 Damages and costs - The damages to be released on payment of the debt, with interest from 8th Sept. 1820, till paid

and costs - $7.91 - Judgt. 26th Nov. 1827.

True copy Test J. Nesbitt, Clk.

The following is a copy of the note filed in the above case, and upon which said Judgment is based.

Six months after date I promise to pay to Henry Rickenbaugh, or order, the just and full sum of one hundred and fifty six dollars coined money for value received wit - legal intres from the date hereof - witness - my hand and seal this eight - day of September 1820. $156.00

Benj. Leshwa, (Seal)

Same, vs. Same.	No. 103 - Trials same Term, Judgment to Nar for £20 current money, debt, and £100 c/ money damages and costs. The damages to be released on payment of the debt, with interest

from 23d April 1822, till paid and costs $7.91 - Judgment 26th Nov. 1827.

True copy Test, J. Nesbitt, Clk.

The following is a copy of the note filed in the above case, and upon which said Judgment is founded.

I promise to pay unto Elizabeth Leshwa, or order, on the twenty third day April eighteen hundred twenty two the sum of twenty pounds for value received - Witness my hand - seal this seventh day of March 1811.

Benj. Leshwa (Seal)

John Leshwa

True copy Test, J. Nesbitt, Clk.

Thereupon the Court passed the following order, to wit:

In the matter of the Petition of Benjamin Leshwa for the benefit of the Insolvent Laws of Maryland.	No. 262 on the Docket of Insolvent debtors, in Washington County Court. March Term 1849.

The petition of Henry Rickenbaugh (a creditor of the said Benjamin Leshwa previous to the said Benjamin's application on the 19th day of December 1826) praying for the appointment of a Trustee in the place and stead of John Leshwa former Trustee, but now deceased, having been read and considered; and it appearing to the Court here that the preceding order passed upon the said Rickenbaugh's petition has been published as required: It is thereupon this ninth day of April, in the year eighteen hundred and forty nine, by the Court aforesaid, ordered, adjudged and decreed that William Ditto, of the said County, be and he is hereby appointed a permanent Trustee for the benefit of the creditors of the said insolvent debtor in the room of John Leshwa heretofore appointed by Jacob Schnebly, a Justice of the Orphan's Court of said County, a provisional Trustee and who is now deceased; and it is further ordered that the said William Ditto shall enter into a bond to the State of Maryland in the form prescribed by law in such case, conditioned for the faithful performance of his duties as Trustee - said bond to be executed with sureties to be approved by this Court, and in a penalty of twenty thousand dollars.

Rd. N. Martin

Thereupon the said William Ditto, Trustee, filed in Court here his Bond and which is approved, to wit:

Know all men by these presents, that we William Ditto, John Zeller and Gus-

tavus Kershner of Washington County, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the just and full sum of twenty thousand dollars, current money to be paid to the State or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, our heirs, executors and administrators, jointly and severally, in and for the whole, firmly by these presents; sealed with our seals, and dated this seventeenth day of August, in the year of our Lord one thousand eight hundred and forty nine. - Whereas the above bounden William Ditto hath been by Washington County Court, in the State of Maryland, appointed permanent Trustee for the benefit of the creditors of Benjamin Leshwa, an insolvent debtor, in the room of John Leshwa, heretofore appointed provisional Trustee, but who is now deceased agreeably to the act of Assembly in such case made and provided. Now therefore the condition of the above obligation is such that if the above bounden William Ditto, shall well and truly and faithfully discharge the aforesaid trust agreeably to the laws of the land then this obligation to be void and of no effect otherwise to be and remain in full force and virtue in law.

Wm. Ditto, (Seal)
John Zeller, (Seal)
Gustavus Kershner (Seal)

The Defendants further offered in evidence by Henry Antony, a competent witness, that he was well acquainted with said Benjamin Leshwa having known him from his youth to his death, that he resided upon and was in possession of the land for the recovery of which this suit is brought, from the death of Benjamin's father, anterior to 1826 to his own death in 1847; that Benjamin used and treated the lands in controversy as his own; rebuilt a saw mill after the year 1826, and got saw-logs for his saw mill and rails for his fences from the timber part of the lands in controversy. That John Leshwa resided on the adjoining farm, distant about three quarters of a mile from Benjamin's house, and that the witness had purchased lumber from said Benjamin. That John Leshwa was a large creditor of Benjamin, at or before his application for the benefit of the insolvent laws. And by Henry Firey, a competent witness, that he knew the land in controversy in 1826; that it was then and to the day of said Benjamin's death, in his possession; that witness in 1826 sold land superior to the land now in question, for $25 or 30 per acre; and that land for which this suit is brought was not worth so much per acre in 1826 - And by Michael Seibert, a competent witness, that said land in 1826 was worth about $20 per acre. It was admitted by the counsel for the plaintiffs that the said John Leshwa was present at the trial of the said Benjamin upon the allegations filed by Henry Seibert and that said John is the same person who was appointed Trustee of Benjamin under his application for the benefit of the insolvent laws. The defendants further offered in evidence the note of Benjamin Leshwa to said John Leshwa, upon which the administrators of John Leshwa then deceased, the present plaintiffs recovered judgment:

John S. Leshwa and David Brewer, adm. of John Leshwa, vs. Benjamin Leshwa.	No. 206 Trials Nov. Term 1847 - Judgment to Nar for $4689.86 Debt, and $3000 Dam. and costs. The Damages to be released on payment of the debt with interest from the 5th day of April 1839, till paid, and costs $9.70

Judgt. Decr. 10th 1847. True Copy, Test, Isaac Nesbitt, Clk.