be shown on or before the 15th of April 1850. provided a copy of this order be inserted in some newspaper printed in Frederick town once a week for three successive weeks before said day.

The Report states the amount of sales to be $4515. 51 3/4.

Richard H. Marshall.

Certif.

I hereby certify that the annexed order was published in the Republican Citizen once a week for three successive weeks before the 15 day of April, 1850.

J. W. Baughman.

Final Ratification.

Ordered by the Court this 9th day of May 1850 that the foregoing Report of sales be and the same is hereby finally ratified and confirmed, except that E. W. Mobberly be substituted as purchaser in place of J. Wood and B. Sowers, no cause to the contrary having been shown though notice appears to have been given as prescribed by the preceding order.

The Trustee is allowed for his commission on all the sales two hundred and forty three dollars and sixty nine cents and for his expenses of printing, survey &c thirty six dollars and fifty cents; and for expenses of former trustee paid by this Trustee fourteen dollars and fifty cents. The case is hereby referred to the Auditor to state an account in the premises.

Richard H. Marshall.

State of Maryland,

Frederick County to wit I, Adolphus

Fearhake Jr. Clerk of the Circuit Court for Frederick County, do hereby certify that the foregoing is a true copy taken from the Record and Proceedings of Frederick County Court now the Circuit Court for Frederick County, sitting as a Court of Equity in the foregoing Cause and also taken from the same as Recorded in Liber W.B.T. No 3 Folios 585 &c. one of the Equity Records of said Court.

In testimony whereof I hereto subscribe my name and affix the seal of the Circuit Court for Frederick County this 4th day of April 1882.

Seal's Place

Adolphus Fearhake Jr.
Clerk.

Amendment No 1.

And accompanied the same with a further offer that the plaintiff Eldred W. Mobberly is the identical person named in said deed as Eldredge W. Mobberly that there is no such person as Eldredge W. Mobberly that the plaintiff in the E. W. Mobberly named in the Trustees report in said Equity Record that the plaintiff paid the purchase money that the deed was delivered to him that Eldred was spelled Eldredge by mistake of the draughtsman and plaintiff did not not notice the same and that he entered into possession of the premises described in said deed and remained in possession until 1857. when he put his son the defendant upon said farm.

Indorsed

This assented to by
J. Mackubin.

this offer the Defendant, by his Counsel objected, but the Court upon proof of said facts by plaintiff overruled the