Complainants bill.
Philip Wingert
vs
The Maryland & New York Iron & Coal Company.

R N Martin.

In Allegany County Court, sitting as a Court of Equity.
Oct Term 1848.

The above cause standing ready for hearing and being fully argued by Counsel, the bill, answer and all other proceedings were by the Court read & considered.

It is thereupon this 3d day of November 1848, by this Court adjudged ordered and decreed, that unless the Defendant shall on or before the 1st day of January next pay or bring into this Court to be paid unto the Complainant the sum of twelve hundred & seventy dollars $1270 with interest thereon from the 20th day of June 1837, until paid or brought in as aforesaid together with the Complainants costs of this suit to be taxed by the Clerk of this Court the Mortgaged premises in the proceedings mentioned or so much thereof as may be necessary for the purpose be sold, that William Price be and is hereby appointed trustee to make such sale, and that the course and manner of his proceeding shall be as follows. He shall first file with the Clerk of this Court a bond to the State of Maryland in the penalty of four thousand dollars, to be executed by himself and a surety or sureties to be approved by this Court conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future order or decree in the premises. He shall then proceed to make the said sale of the said mortgaged premises at first given at least three weeks previous notice inserted in some newspaper printed in Cumberland, and such other notice as he may think proper of the time place manner and terms of sale, which shall be cash payable by the purchaser on the day of sale or on the ratification thereof by this Court.

And as soon as may be convenient after said 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 the sale or sales annexed. And on the ratification of the sale or sales by this Court and on payment of whole purchase money (and not before) the said Trustee by a good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchaser or purchasers of said property and to his heirs or their heirs the property to him or them so 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 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 Commission to the said Trustee as the Chancellor shall think proper to allow in consideration of the skill attention & fidelity wherewith he shall appear to have discharged his trust

R N Martin

And thereupon the said Defendant by its solicitor aforesaid prays an appeal from the Decree aforesaid to the Court of Appeals, to be held for the Western Shore of the State of Maryland, and to him it is granted.

It is thereupon ordered by the Court here, that a transcript of the record and proceedings in the cause, with all things thereunto relating be transmitted to the Court of Appeals to be held for the Western Shore of the State of Maryland and the same is transmitted accordingly.

Maryland Allegany County ss.

I hereby Certify That the aforegoing is a true Copy from the original proceedings in said Cause now remaining in Allegany County Court in the said State.

(Seal Place) In Testimony whereof I have hereto set my hand and affixed the seal of Allegany County Court this second day of January in the year of our Lord one thousand eight hundred and forty nine

Henry Bruce Clerk of Allegany County Court

Complts Costs $38.56¼
Defendts Costs 12.40
Cost of Record 12.50.

And now come into the Court of Appeals here as well the said Maryland & New York Iron and Coal Company by Samuel M Semmes and George A Pearre their attorneys, as the Philip Wingert by William Price his attorney; and thereupon, on motion of the said Philip Wingert by his attorney aforesaid, it is ruled by the Court here, that the said Maryland & New York Iron and Coal Company assign the errors in the record of proceedings aforesaid or in the giving the judgment 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 well be entered against it in default thereof: and the said Maryland and New York Iron and Coal Company by its attorney aforesaid say, that in the record of proceedings aforesaid, and also in the giving of Decree aforesaid, there is manifest error in this to wit, that by the record aforesaid, it appears that the Decree aforesaid, in the cause aforesaid given was given for the said Philip Wingert against the said Maryland & New York Iron & Coal Company when by the law of the land that Decree ought to have been given for the said Maryland and New York Iron & Coal Company against the said Philip Wingert, therefore in that there is manifest error, and it 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 it the said Maryland and New York Iron & Coal Company may be restored to all things which it hath lost by occasion of the said Decree, and that the said Philip Wingert may reply to the errors aforesaid, and so forth. And thereupon, it is ruled by the Court of Appeals here, that the said Philip Wingert join in the errors by the said Maryland & New York Iron & Coal Company 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 Philip Wingert by his attorney aforesaid, prays that a day may be given to him to join in the errors by the said Maryland & New York Iron & Coal Company above assigned in the record of proceedings aforesaid, until the second Monday in June next and to him it is granted; the same day is also given to the said Maryland and New York Iron & Coal Company.

At which said second Monday in June being the Eleventh day of the said month, in the year of our Lord one thousand eight hundred and forty nine which said day was given to the said Philip to join in the errors by the said Maryland & New York Iron & Coal Company above