some newspaper printed at Annapolis and such other notice as they may think proper of the time place manner and terms of sale which terms shall be as follows one fourth of the purchase money to be paid in Cash and the balance in three equal instalments of one year, eighteen months and two years from the day of sale, the whole to bear interest from the day of sale, and the payment thereof to be secured by the Bonds of the purchaser with a surety or sureties to be approved by the Trustees.

And as soon as may be convenient after such sale or sales the said Trustees shall return to this Court a full & 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 Chancellor and on the payment of the whole purchase money (and not before) the said Trustees by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property and to his her or their heirs the property to him her or them 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 Trustees 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 Trustees as the Chancellor shall think proper to allow on consideration of the skill attention and fidelity wherewith they shall appear to have discharged their trust,

John Johnson Chr.

And afterwards towit on the 17th day of October 1849 came the said Defendant Stephen L Lee by his Counsel aforesaid and prayed an appeal from the said Decree to the next Court of Appeals to be holden for the Western Shore of Maryland,

And at the same time filed in the said Cause an Appeal Bond duly approved by the Chancellor in the words following towit:

Maryland Anne Arundel County ss

Know all men by these presents that we Stephen L Lee Robert Welch of Benj and William Bryan of Anne Arundel County in the State of Maryland are held and firmly bound unto John B Wilhelm administrator of John Wilhelm and Jacob W Bird Executor of Margaret L Ray in the full and just sum of Forty five hundred dollars current money to be paid to the said John B Wilhelm and Jacob W Bird as aforesaid or to their certain attorney or attorneys executors administrators or assigns to which payment well and truly to be made we bind ourselves and every of us, our and every of our heirs executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this seventeenth day of October in the year of our Lord one thousand eight hundred and forty nine, whereas by a decree of the Chancery Court passed on the twenty first day of August last in a cause wherein the said Welham as administrator of John Welham was Complainant and the said Lee and Bird as Executor of Margaret L Ray and others were defendants it was adjudged that unless the said Lee shall on or before the 4th day of October next pay or bring into that Court to be paid unto the Complainant and Defendant Bird the proportions of the mortgaged debt respectively due to them in the proceedings mentioned together with the Costs of that suit that the mortgaged property in the proceedings

mentioned be sold and so forth, And whereas also the the said Stephen L Lee is about to appeal from the said Decree to the next Court of Appeals to be held for the Western Shore.

Now the Condition of the above obligation is such That if the above bound Stephen L Lee shall not cause a transcript of the record and proceedings of the said decree to be transmitted to the Court of Appeals to be holden for the Western Shore within the time required by law and prosecute the same appeal with effect, and also satisfy and pay unto the said John B Wilhelm as administrator of the said John Wilhelm and to the said Bird as executor of the said Margaret L Ray their executors administrators or assigns respectively in case the said decree shall be affirmed as well all and singular the debt damages and costs adjudged by the Chancery Court aforesaid, as also all costs and damages that shall be awarded by the said Court of Appeals then this bond to be and remain in full force and virtue, otherwise of no effect.

Signed, sealed & delivered in the presence of A Randall as to Lee & Bryan. L

Stephen L Lee (Seal)
R Welch of Ben (Seal)
Wm Bryan (Seal)

I certify that I believe the sureties on this bond are sufficient
L W Hunter Justice of the Peace

Approved 20th Oct 1849. John Johnson Chr.

Which said appeal was granted and the proceedings ordered to be transmitted and the same are hereby transmitted accordingly,

Maryland Sct,

I hereby certify that the aforegoing is a true Copy from the original proceedings in the said Cause now remaining in the Court of Chancery of the said State.

Seal

In Testimony whereof I have hereto set my hand and affixed the Great Seal of the said State this first day of May in the year of our Lord one thousand eight hundred and fifty.

Louis Gassaway Reg. Cur. Cancis

Complts Costs $49.68
Defts Costs 39.93

And now come into the Court of Appeals here, as well the said Stephen L Lee by Alexander Randall his attorney, as the said John B Wilhelm Administrator of John Wilhelm by Brice J.B. Worthington and Francis H Stockett his attorneys; and thereupon, on motion of the said John B Wilhelm Adm as aforesaid by his attorneys aforesaid, it is ruled by the Court here that the said Stephen L Lee 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 Stephen L Lee by his attorney aforesaid says, that in the record of proceedings aforesaid, and also in the giving of Decree aforesaid, there is manifest error in this, towit, that by the record aforesaid it appears that the Decree aforesaid, in the cause aforesaid given, was given for the said John B Wilhelm Adm as aforesaid against the said Stephen L Lee when by the law of the land that Decree ought to have been