of the property referred to and to that end that your Honor will pass such an order in the premises as may accomplish that object and as your petitioners in duty bound will ever pray &c.

S. Nelson Solr for Trustees.

Baltimore County October 24th 1849.

Samuel W. Gosnell Esq:

Dr Sir— You are hereby notified that by virtue of a writ of "Fieri Facias" issued by Gerard Emmart one of the Justices of the Peace of the State of Maryland in and for Baltimore County at the suit of Joseph Ely and to me directed against the goods and chattels of the Okisko Company. I have seized and taken in execution all the right title claim interest and Estate at Law and in Equity of the said "Okisko Company." in and to 2 Turning lathes. 3 Chisels. 4 Gears. 4 Iron Turning tools. 3 Ketches. One One Horse carriage One Cart and harness and that on Saturday the 24th day of November 1849 at 10 O'clock A.M. on the premises near Elysville. I will offer for sale the said property so taken in execution by public Auction to the highest bidder for Cash.

Respectfully Yours.

Robt. B. Walters Const.

November 14th 1849.

To. Samuel W. Gosnell Esq: Baltimore Street. Baltimore Maryland.

On which Petition the Chancellor passed the following order.

In Chancery 20th Novr 1849.

Upon the foregoing Petition it is ordered that the writ of injunction issue. prohibiting the sale mentioned in the said petition and accompanying Exhibit.

John Johnson Chancellor.

And thereupon a writ of Injunction was accordingly issued as prayed for by said petition. And afterwards to wit on the 23d day of November 1849 the Trustees aforesaid filed in the said cause a copy of the Report and Order with the admission of service thereon in the words following to wit:—

To the Honorable John Johnson Chancellor of Maryland.

The Report of David Stewart and Joseph J. Speed Trustees heretofore appointed in the proceedings of a cause wherein Joseph White and Thomas White are complainants and the Okisko Company and others the defendants shows: That after giving bond with security for the faithful discharge of their trust as required by the decree passed in said cause and giving due notice of the time place manner and terms of sale they did pursuant to said notice first offer on the premises at Elysville in Baltimore County on Tuesday the fourth day of September 1849 at 12 O'clock the Real Estate referred to in the proceedings of said cause and that as there was in the opinion of the trustees no sufficiently high bid therefor the said property was withdrawn. Your Trustees further report that after having again given due notice of the time place manner and terms of sale they did again pursuant to said notice offer at public Auction at the Baltimore Exchange on Saturday the 29th day of September at 1 O'clock P.M. the said property, and that for the same reason above stated the property was again withdrawn.— Your Trustees further report that after having for the third time given notice of the time place manner and terms of sale and having in said notice stated that the sale would be positive they pursuant to said notice did offer at public Auction at the Baltimore Exchange on Tuesday the 30th day of October at 1 O'clock P.M. the said property and at that sale Hugh

Ely the purchaser of the aforesaid property has altogether refused to comply with the terms of said sale and does still refuse and they therefore pray that your Honor will pass an Order requiring them to sell said property at the risk and expense of the said Hugh Ely and at as short a notice as your Honor may consider proper in the premises. And as in duty &c. They will ever pray &c.

David Stewart. J. J. Speed, Trustees,

Baltimore City Set. On this third day of November A.D. 1849 before the subscriber a Justice of the peace in and for the City aforesaid personally appeared David Stewart and Joseph J. Speed Trustees and made oath on the Holy Evangels of Almighty God that the matters stated in the foregoing Report are true to the best of their Knowledge and belief.

Sworn Before. John L. Snyder

In Chancery 9th November 1849.

Ordered that the Trustees in this case resell the property mentioned in the proceedings at the risk of the purchaser Hugh Ely upon the terms and in mode prescribed by the decree unless cause to the contrary be shown on or before the 1st day of December next. Provided a copy of the foregoing report together with a copy of this order be served on the said purchaser on or before the 24th instant.

John Johnson Chancellor

True Copy. Test. Louis Gassaway Reg. Cur Can.

Service of copy of foregoing Petition and order admitted this 20th day of November 1849.

Hugh Ely

And afterwards to wit: on the first day of December 1849 came the said Hugh Ely by his Counsel Grafton L. Dulany Esquire and filed in the said cause his answer to the Report and petition of the said Trustees in the words following to wit:

White and others against The Okisko Company and others. } In Chancery. In the Matter of the Report and petition of Joseph J. Speed and David Stewart Trustees in the above case.

To the Honorable John Johnson Chancellor of Maryland.

The Answer of Hugh Ely to the said report and petition respectfully states that he admits as is stated in said report that the property therein mentioned was at various times and at different places offered for sale at public Auction as is particularly set forth in said report and that at the last sale this respondent became the purchaser thereof for the sum of stated in said report.

This Respondent admits that he has refused to pay the purchase money or any part thereof for said property because as this respondent alleges that said trustees have not and are unable to give to this Respondent the title to the property itself as advertised by them to be sold at said sale, that said advertisement, as your respondent is advised constitutes a part of the terms of the contract of sale and imposes upon the said trustees the duty to conform to it in regard to the title and description of the property sold by them whereas your petitioner avers and is ready to prove that there is not attached to the property of the Okisko Company sold by said trustees about fifteen feet water fall as stated in said advertisement, that on the contrary thereof this respondent alleges there are not fourteen feet fall even if said water could be backed up the said river to the marked rock as called for by the title deeds of said Company as this Respondent has discovered since the day on which he became the purchaser thereof. This Respondent