inserted in such newspaper or newspapers as he shall think proper, of the time, place, manner, and terms of sale, which shall be one half Cash on the day of sale & the balance in Six Months upon approved Security with interest, - and as soon as may be convenient after such sale or Sales, the said Trustee, shall return to this Court a full and particular account of his proceedings relative to such sale: with an affidavit annexed to the truth thereof, and of the fairness of said sale; and on obtaining the Courts ratification of the sale, and of the payment of the whole purchase Money, (and not before,) the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded according to law, Convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto Complainant and Defendant, and those claiming by, from or under them, or either of them: And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the Costs of this Suit, and such Commissions to the said Trustee as this Court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust. Provided that before the day of sale the Mortgagee shall file in this Court her Affidavit of the Amount remaining due to her upon the said Mortgage, as provided by the third Section of the Act of 1833 ch. 181 J. S.

Wm Frick.

And afterwards, to wit: on the twenty first day of December, in the year aforesaid, the said John H. Ing appears in Court here, in his proper person, and files in said Cause the following Petition or Prayer of Appeal, to wit:

To the Honorable
William Frick,
Judge of the Superior Court of Baltimore City
In Equity.

In the Matter of the Decree of above Court in case of Ann McMechen vs John H. Ing.

The Petition of John H. Ing made Defendant in said Case, respectfully represents, that he feels aggrieved by said Decree and prays that an Appeal may be granted him to the Court of Appeals. And said petitioner as Causes of his grievance sets forth and States —

1st That having conveyed the whole of said property so mortgaged, and the said Conveyances being of record amongst the Land Records of Baltimore he said petitioner is improperly made such Defendant to such case by reason of the liability to Costs & other vexations to which thereby he is by said proceeding made subject.

2nd That the Assignees of said Mortgaged property should rightfully have been made such parties Defendant, they being Constructively Known to said Complainant.

3rd That the said Complainant through her agent Alexander Yearley was offered the entire Amount of said Mortgage indebtedness - together with all arrears of indebtedness upon the said Ann McMechen executing proper releases and Assignments transferring and discharging all her interest therein, said papers to be executed in the presence of this petitioner, with satisfactory evidence furnished him as Attorney for the parties interested, that she was the identical person to whom said debt was payable, and therefore the proper party to execute such papers. That such offer, reasonable in itself

and proper under the circumstances was rejected and declined by the note A - filed with this petition.

4th That the time for paying the said Mortgage debt into Court as required by the said Decree prepared at the instance of the alleged Complainant is too short, and is not such time as was contemplated by the Act of Assembly of 1833 ch. 181. and that in such respect said Decree — should and ought to be modified -

5th That there is error in said Decree in this, that notice of the passing thereof should have been required to have been served upon the parties interested in the said property before a Sale should have been allowed under said Decree.

6th That there is error in said Decree in this, that as said Decree is passed Exparte and at the instance of the Complainant, the Defendant and those claiming under him, not being consulted in the matter of the appointment of the trustee, no discretion such as is, ought to have been vested in the Trustee thereby to sell so much of the said property, as may be necessary to pay the Mortgage debt, but being an Exparte proceeding, the said Trustee should have been specifically directed what to sell.

7th That the petitioner so made defendant, sought to Know from the said Yearley the residence of the said Complainant, and by letters addressed to her to which no answers were returned, and by diligent Enquiry made by a Gentleman in Washington to discover her residence, and not being able to hear where she lived or whether she is living at all this Petitioner alleges he has reason to, as he now does to suggest her death to the Court. Wherefore he this Defendant prays leave of the Court to appeal to the Court of Appeals from said Decree, and prays the Court to fix the penalty of the Appeal Bond - And as in duty bd.

2d Decr 1852. Jno H. Ing

The note marked A, and referred to in said prayer is as follows, to wit:

Dear Sir

Mr Yearley declines to advise & give the assignment you spoke of in relation to the mortgage past due to Miss McMechen. I give you notice that I shall proceed forthwith to file proceedings for the sale of the property -

Yours Respt

Decr 18th 1852. Benj. C. Barrell Sol for,
Jno. H. Ing Esqr. Miss McMechen.

On the back of said Prayer of Appeal is thus endorsed, to wit: "Appeal Allowed Penalty of Bond $1000. Wm Frick."

Whereupon the said John H. Ing filed in said Cause an Appeal Bond as follows, to wit: —

Stamp 50¢

Know all men by these presents, that We, John H. Ing and Hugh Selston of the City and County of Baltimore, in the State of Maryland, are held and firmly bound unto Ann McMechen in the full and just sum of one thousand dollars, current money of the United States, to be paid to the said Ann McMechen, her certain Attorney, 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 twentieth day of December A.D. 1852.

Whereas by a Decree of the Superior Court of Baltimore City in Equity, in a Cause wherein the said Ann McMechen was Complainant, and John H. Ing was Defendant,