therein given for; and the Mortgage and the Note herewith filed.

Samuel Ringold.

All of which being read and heard, the Court thereupon, on the same Eleventh day of March, passed and filed in said cause the following decree, ordering sale of property, and appointing Edward Isreal Esquire Trustee &c, to wit:

Emily S. Walker, widow
vs.
William E. Hanson &
Barbara E. his wife &
Hiram Kauffman

In the Superior Court of Baltimore City.
Sitting as a Court of Equity –
Proceedings under the Act of 1833 Ch. 181 an act relating to Mortgages.

The Bill and Exhibit, in this Cause having been by the Court, read and considered. and it appearing that default has been made in payment of the Mortgage debt, and interest in said Cause mentioned – It is thereupon this Eleventh day of March in the year eighteen hundred and fifty three by the Superior Court of Baltimore City, Adjudged, Ordered and decreed, That unless the mortgage debt with interest and costs be paid to the Complainant within five days from this date, the property mentioned in the proceedings in this cause be sold; that Edward Isreal be and he is hereby appointed Trustee to make said sale, and that the cause and manner of his proceedings shall be as follows; he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself, and a Surety or Sureties to be approved by this Court in the penalty of Two thousand dollars conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree, or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers as he shall think proper of the time, place manner and terms of sale, which shall be Cash one third & the balance secured to be paid in 3 & 6 months – and as soon as may be convenient after any such sale or sales the said Trustee shall return to this court a full and particular account of his proceedings relating to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Courts ratification of the sale, and on 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 Defendants, 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 Emoluments 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.

Jno. Frick.

And afterwards, to wit; on the nineteenth day of March in the year aforesaid, the said Trustee filed in said Cause his Bond as such, as follows, to wit;

Stamp 1/-

Know all men by these presents, That We Edward Isreal and John Robert Isreal of the City of Baltimore and State of Maryland are held and firmly bound unto the State of Maryland, in the full

and just sum of Two thousand dollars to be paid to the said State or its certain Attorney; to which payment well and truly to be made we bind ourselves and each of us, our and each of our Heirs Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our Seals, and dated this Eighteenth day of March Eighteen Hundred and fifty three.

Whereas the above bounden Edward Isreal by virtue of a decree of the Superior Court of Baltimore City, sitting as a Court of Equity, has been appointed Trustee to sell the property mentioned in a cause therein depending, Wherein Emily S. Walker, widow is complainant and William E. Hanson and Barbara E. his wife and Hiram Kauffman are defendants.

Now the condition of the above obligation is such, That if the above bounden Edward Isreal, do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree, or order in the premises then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in presence of Thos. B. Israel. — Edwd. Israel (Seal) J. Robert Israel (Seal)

On the back whereof, are the following endorsements, to wit;

"I believe the within Bond sufficient Edw. Hewling Clk"

"Bond approved Jno. Frick."

The said Cause so standing was continued until the first day in April then next. At which said term, to wit; on the eighteenth day of April, in the year aforesaid, the said Hiram Kaufman, one of the said Defendants, preferred to the Court here, his petition in writing, praying that the said decree may be opened, & as follows, to wit;

Walker
vs
Hanson &
Kaufman

In Superior Court.
In Equity.

The Petition of Hiram Kaufman, one of the Defendants upon the Record, shows to the Court that a decree has been passed in this case, under the Mortgage Act of 1833 Ch. 181 – That the said decree provides for sale unless money be paid to satisfy the mortgage debt within five days. Your Petitioner shows to the Court that no notice was given to him of any of the proceedings, although he caused his Counsel Benj. C. Barroll to communicate with the Agent of the Complainant some weeks since with special reference to the Settlement of said Claim – That he also applied to said Agent of Complainant who then had & appeared to be the ostensible owner of said claim but could not receive any satisfactory statement from him as to the amount due thereon – Your Petitioner shows that he became the owner of the property & had it in possession through his tenant some years after the the making of the Mortgage, and could not possibly know the amount due in order to tender the same in payment, and a Statement of the claim demanded by his Counsel was treated with silent Contempt – Your petitioner further shows that the said Agent of the Complainant employed Counsel, and that the property has been sold without any notice to him of the proceedings, although he is