payments in 6 and 12 months with interest from the day of sale and security to be approved of by the Trustees

Thos. J. Alexander
Wm. F. Frick } Trustees
H. G. W. Teackle

Gibson & Co. Auctioneers

And at the time and place indicated in said advertisement, they proceeded to offer said property for sale to the highest bidder. Lot No 1. they withdrew not having received for it a bid which they deem adequate and proper for them to accept, Lot No 2. with the improvements they sold to George Bartlett he being the highest bidder therefor at the sum of Four Hundred Dollars ($400.00) And they further report that in offering and selling said property they have been subjected to an expense of Eighty one Dollars and Seventy three cents. The Vouchers whereof are herewith filed, for which they pray an allowance.

All of which is respectfully submitted

Th. G. Alexander
Wm. F. Frick } Trustees
H. G. W. Teackle

On this 30th day of May A.D. 1855 in open Court here personally appeared Thos. G. Alexander, William F. Frick and H. George W. Teackle the Trustees above named and made oath that the matters and facts stated in the foregoing report are true to the best of their knowledge and belief, and that the sales therein reported were fairly made to the highest bidder.

W. H. H. Turner clk

Whereupon the following order of ratification was passed & filed in said cause to wit;

In the Circuit Court for Baltimore City

Ordered this 30th day of May A.D. 1855. that the sale made and reported by the Trustees in this cause be finally ratified & confirmed unless cause to the contrary be shown on or before the 23rd day of June next. provided a copy of this order be published in some daily paper of Baltimore City once in each of three successive weeks before the 21st day of June next.

The Report states the amount of sales to be $400.00 viz.

Wm. H. H. Turner clk

And afterwards to wit, on the Twenty Seventh day of June in the year last aforesaid the following certificate of the publication of the foregoing order with a printed copy thereof annexed was filed in Court here in said cause to wit;

Baltimore June 27th 1855.

This is to certify that the prefixed advertisement ordering the ratification of the sales reported by the Trustees in the case of Ann Power et al vs Thornton A. Jenkins et al was published in the American once a week for three successive weeks before the 21st day of June 1855.

Dobbin and Fulton

In the Circuit Court for Baltimore City May 30th 1855. Ann Power et al vs Thornton A. Jenkins et al. Ordered that the sale made and reported by the Trustees in this cause be finally ratified & confirmed unless cause to the contrary thereof be shown on or before the 23rd day of June next. Provided a copy of this order be inserted in some newspaper printed in Baltimore once in each of three successive weeks before the 21st day of June next. The report states the amount of sales to be $400 viz.

True Copy Test. W. H. H. Turner clk.

Whereupon the Court passed and filed in said cause the following order of final ratification of sale, viz;

In the Circuit Court for Baltimore City

Ordered this 27th day of June A.D. 1855 that the sale made and reported within be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown although notice appears to have been given as required by the previous order passed in this case. The Trustees are allowed the usual Commissions and such proper expenses as vouchers are produced for to the Auditor.

Wm. Geo. Krebs

And afterwards, to wit, on the Tenth day of September in the year last aforesaid the Court passed and filed in said cause the following Opinion in Writing, to wit,

Power & others vs Jenkins & others } In the Circuit Court for Baltimore City

To the questions submitted to the Court in regard to the construction of certain clauses in the Will of John Power I am of opinion. That the devise in the second clause of the Will to his two children comprised that portion of his Estate which in the previous part of the said clause he had set apart or devoted to the use & support of his wife during her life being either the house at the corner of Eutaw and Lexington Streets and the sum of $700. or the annuity of $1000. as she might in the exercise of the option given to her in the Will select the one or the other. The property which in this clause of his Will he devises to his two children, they are to take "at her death" which plainly indicates that it is the same, which she is to hold and enjoy during her life. I differ however from the solicitors of both parties in their views as to the intention of the Testator expressed in the use of the words "should either of them not survive". I do not think he meant to declare in what manner the shares in the said property devised to them respectively should go after it had vested in them in case "either of them should not survive" &c but that his purpose was to direct in what manner the property devised to his wife for life should go in case either of his children should not survive her. After providing that what he had given to her "at her death should go" "equal halves to his two children" he says "but should either