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after deducting the costs of this sale and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill attention and fidelity whereof he shall appear to have discharged his trust, And it is further adjudged ordered and decreed that the Auditor be and he is hereby directed to state an account of the rents and profits of said property during the time it has been in the possession and occupancy of said Defendant and charge said Defendant with the same and the Auditor is further directed to state an account of the improvements and repairs made by said defendant so far as they have enhanced the value of the property and deduct the amount thereof from the amount of the rents and profits and report the same to this Court, W. Brewer Cir Judge

And thereupon the said John Ridgely of John by his Attorney aforesaid prays that he may appeal from the Decree this day passed in this cause to the Court of Appeals for the State of Maryland and to him the same is granted by the Court here.

Whereupon afterwards to Wit on the 25 day of September in the year 1858 the said John Ridgely of John executed to the Clerk here an Appeal Bond entered into by himself and his sureties which by the Clerk here are approved of the tenor thereof in the words following to Wit.

Know all men by these presents that we John Ridgely of John of Howard County Maryland and Washington Sullivan Seth Warfield are held and firmly bound unto John B. Bond and Rebecca W. Bond his Wife or to their certain Attorney Executors administrators or assigns in the just and full sum of Twelve hundred dollars to which payment well and truly to be made We bind ourselves our heirs executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this 18 day of September 1858.

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Whereas by a decree of the Circuit Court for Howard County sitting in Equity passed in a cause therein pending between the said John B. Bond and Rebecca W. Bond his Wife Complainants and the said John Ridgely of John defendant certain Real Estate in the proceedings in said cause mentioned were directed to be sold in order that the proceeds of said sale might be distributed under the direction of this said Court after deducting the costs of this sale and the Trustee's Commission and Alexander H. Hobbs Esquire was afterwards duly made sale and the Auditor of said Court was directed to state an account of the rents and profits of said property during the time it has been in possession of the said defendant, and charge the defendant with the same and also to state an account of the improvements and repairs made by said defendant so far as they have enhanced the value of the property and deduct the amount thereof from the amount of the rents and profits and to report the same to the said Court. And Whereas the said John Ridgely of John defendant has appealed from the Decree to the Next Court of Appeals of Maryland. Now the Condition of the above obligation is such that if the above bound John Ridgely of John shall prosecute the Appeal and proceedings of the said decree to be transmitted to the Court of Appeals within the time required by Law and prosecute the same with effect and also satisfy and pay unto the said J. B. Bond and Rebecca W. Bond their Executors administrators or assigns in case the said decree shall be affirmed as well all and singular the debt damages and costs decreed by the aforesaid Circuit Court to be paid by the said John Ridgely of John as also all costs and damages that shall be awarded by the said Court of Appeals then this Bond to be in effect.

Signed sealed and delivered in presence of. T. Gover — John Ridgely (Seal), Wash Sullivan (Seal), Seth W. Warfield (Seal)

Which said Bond is thus endorsed to Wit which said Bond