appearing to this Court to be expedient and for the interest of the infant Defendant and of all others concerned in the Estate of the said Robert H. Thomas deceased, that the terms set out in the Complainants Bill for Modifying the Contract of sale between the said Robert H. Thomas and Gustavus A. Thompson one of the Defendants should be adopted and that said Contract as so modified should as regards said infant defendant and all others be confirmed and that the Complainant administrator as aforesaid should be governed by and conform to said Terms. It is thereupon this 18th day of April in the year 1856, by the Honorable the Judge of the Circuit Court for Cecil County in Chancery, and by the authority of said Court adjudged ordered and decreed that said Contract of sale in the proceedings mentioned stand and be modified and confirmed as aforesaid, and that all of the parties to the suit conform to and carry into Effect the aforesaid Contract of sale as so modified. It is further adjudged ordered and decreed that Gustavus A. Thompson one of the defendants to this cause in fulfillment of his part of the Contract referred to in the proceedings shall pay or cause to be paid unto the Trustee hereinafter constituted and appointed the sum of Twenty Eight thousand five hundred dollars, current money in manner following that is to say. Ten thousand dollars paid thereof with the interest thereon from the first day of April in the year 1856 shall be paid on or before the first day of November in the year 1856, the further sum of ten thousand dollars with interest from the said 1st day of April in the year 1856 shall be paid on or before the 1st day of April in the year 1857, and that the balance of Eight thousand five hundred dollars with interest thereon from the said 1st day of April in the year 1856 shall be paid on or before the 1st day of April 1858. And it is further adjudged ordered and decreed that subject to the provisions in said Modifying terms as to the selling of the ground in the Town Plot, as enlarged, of Port Herman as in said terms stated the Real Estate in the proceedings mentioned as contracted to be sold by said Robert H. Thomas to said Gustavus A. Thompson, or so much thereof as may be necessary for the purpose upon the default of payment to the said Trustee as hereinafter constituted and appointed of any of the instalments of the purchase Money of said Real Estate as fixed and by the terms of this Decree, be sold to satisfy the amount of said purchase Money, principal and interest, that George Earle of Cecil County be and he is hereby appointed Trustee to receive such money as may be paid to him, according to the provisions of this decree, and that if a sale of the property become necessary for default on the part of the said Gustavus A. Thompson or for any other cause that said Trustee make such sale, and that the course and manner of his proceedings shall be as follows, He shall first file in the Office of the Clerk of the Circuit Court for Cecil County at Elkton in the State of Maryland a security or sureties to be approved by the said Clerk in the Penalty of Forty thousand Dollars conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future decree or order in the premises. He shall then proceed to make sale of said Real Estate or so much thereof as it may be necessary to sell for satisfying the claim for unpaid purchase Money aforesaid having first given at least three weeks previous Notice by advertisement inserted once a week in some Newspaper printed in Cecil County and at least three times a week

in some daily Newspaper published in the City of Baltimore for three successive weeks before the day of sale and such other Notice as he may think fit proper of the time place manner, and terms of sale; which terms shall be that one fourth of the purchase money shall be paid in Cash on the day of sale that the balance of the said purchase Money with interest thereon from the said day of sale, shall be paid in three equal instalments in six three and twelve Months respectively from said day of sale, and that all the credit payments be secured by Bond or Bonds of the purchaser or purchasers with Surety or sureties to be approved by said Trustee. 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 the same, with an affidavit of the truth thereof and of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by the Court for Cecil County in Chancery, or by the Judge thereof, and on payment of the whole purchase money and not before the said Trustee by a good and sufficient Deed to be executed and acknowledged agreeably to Law shall convey to the purchaser or purchasers of said property and to his her or their Heirs the property to him her or them sold free clear and discharged of all claims of the parties to this cause and of any person or persons claiming by from or under them. And it is adjudged ordered and decreed as aforesaid with the reservation and subject to the provisions following to Wit, that if the said Gustavus A. Thompson shall fail to file with the Trustee above named the said George Earle on or before the 20 day of June next a full and sufficient release or releases of all claims whatever of one John W. Rawlings and his father John Rawlins, against the said Robert H. Thomas deceased, and a further release of all claim of one John Seamans against said Robert H. Thomas deceased on account of said Rawlins part of dues for work &c at the Wharf at Port Herman and for Work &c at log Pen if the said Gustavus A. Thompson and his Wife for release of dower, shall fail on or before the second day of June next to execute to said George Earle as administrator C.T.A. of said Robert H. Thomas, a Mortgage on the land of him the said Gustavus A. Thompson in Baltimore County being part of the land which he bought of one Caleb P. Jadwin) free clear, and discharged of Dower Interests, liens and Encumbrances of any every kind whatsoever excepting a certain Mortgage decreed in the cause in Equity in the Circuit Court for Baltimore County between George Thomas Hays and Caleb P. Jadwin Complainants and said Thompson and Wife defendants passed the 20 day of February in the year 1855 said Mortgage to be given in accordance with the provisions mentioned and set forth in the Modified terms of sale stated in the Bill of Complaint in this cause as No 4 and to secure the whole purchase Money aforesaid then the said Real Estate contracted to be sold by Thomas to Thompson as aforesaid, including as well the Town land as the farm land at Port Herman and above adjudged to be sold shall on default of the said Gustavus A. Thompson to comply with either or any of the said provisions aforesaid be sold forthwith as soon as there shall be such default first giving the required Notice in manner and under the provisions and upon the terms above prescribed for the sale of said Real Estate, and without any regard to the Modifying terms aforesaid, which in the event of any such