default shall cease to be recognized or applied or to have any effect and such sale to ensue such default shall be to satisfy, so far as it will, the amount of the purchase money mentioned in said contract of sale with interest thereon from the first day of April in the year 1856. And the said George Earle as administrator C.T.A. of the said Robert H. Thomas is hereby authorized and empowered by this decree to assign unto the said Justinus A. Thompson the Mortgage and Notes given by the said John H. Rawlins to the said Robert H. Thomas in his life time and held by said Thomas at the time of his death and to execute and acknowledge such assignments and to do and perform all other matters and things which the said Robert H. Thomas bound himself to do and perform under his contract aforesaid with the said Justinus A. Thompson filed among the proceedings in this cause; And as to the grounds and sales thereof entered as aforesaid in the Town plat of Port Herman enlarged as expressed in the terms aforesaid this adjudged ordered and decreed Unless as aforesaid there shall be default in said Thompson as to filing the release from John M. Rawlins and John Rawlins and John Freeman and as to executing the Mortgage conveyances said Farm in Baltimore County, subject to the lien above mentioned that upon the said Trustees being paid the money and Notes for any sale or sales from time to time that shall be made of any part or parcel thereof, or of any undivided interest or interests therein by said Thompson his Heirs or assigns the said Trustee shall execute deeds to the purchasers respectively their respective Heirs and assigns, in manner and to every effect force and extent as the above decree requires to be made upon any sale or sales of said Real Estate made by said Trustee himself, and the said Trustee being also hereby authorized for facilitating and selling by said Thompson his Heirs or assigns to grant in favor of purchasers or persons contracting to purchase from said Thompson his Heirs or assigns certificates for title to be ultimately made as aforesaid on payment of the whole of the purchase monies respectively - it being strongly understood and provided that this provision regarding sales of ground within the said Farm Plat as enlarged shall not apply to any sales except those that shall be made or contracted to be made before the first day of April in the year 1858. And that after the day last named said trustee may sell any of said Farm Lots (not those sold or contracted to be sold) to pay any unpaid balance of purchase money due from said Thompson for the Farm aforesaid, He is further ordered that the Water Lots in the Town plat of Port Herman enlarged of which Lots the said Justinus A. Thompson is authorized to contract the sale, shall in no instance be contracted for by said Thompson for a less price than at the rate of double the amount per acre which the said Thompson agreed to pay the aforesaid Robert H. Thomas for the same And it is further adjudged ordered and decreed that on the payment by said Thompson his Heirs or assigns of the said purchase money mentioned in said contract of sale and interest thereon as aforesaid to said Trustee the said Thompson his Heirs and assigns shall hold the Real Estate so contracted as aforesaid to be held, free clear and discharged from and of all claim interest and Estate, both at Law and in Equity of all the parties to this cause and all claiming under them or under said Robert H. Thomas and the said George Earle is hereby appointed Trustee with power to execute a deed or deeds, and acknowledge the same conveying the said Real Estate and all said claims, interest and Estate to said Justinus A. Thompson his Heirs and assigns upon payment

as aforesaid of said purchase money and interest And the said George Earle Trustee as aforesaid shall bring into this Court the Moneys Bonds or Notes arising on or taken for such sale or sales to be disposed of under the direction of this Court, after therefrom deducting the costs of this suit and such commission to the said trustee as the Court shall think proper to allow on consideration of the skill attention and fidelity wherewith he shall appear to have discharged his trust

John H. Price

And this cause standing was continued from term to term of said Court until the October Term thereof in the year 1859 at which last mentioned term to Wit October Term 1859 came again into the Circuit Court here as a Court of Equity the parties aforesaid by their Solicitors aforesaid; And afterwards to Wit on the 9th day of November in the year last aforesaid the Trustee named in the aforegoing Decree filed in Court here in said cause his Trust Bond in the Words and figures following to Wit,

Know all men by these presents that we George Earle John A. D. Creswell and James McIntire of Cecil County in the State of Maryland are held and firmly bound unto the State of Maryland in the sum and just sum of Forty Thousand dollars current money to be paid to the said State of Maryland, or its certain Attorney to which payment well and truly to be made and done We bind ourselves and each of us our and each of our heirs Executors and administrators finally and severally firmly by these presents Sealed with our seals and dated the 9th day of October 1859 Whereas by a Decree of the Circuit Court for Cecil County in Chancery bearing date on the 8th of April 1856 and passed in a cause in said Court wherein George Earle Administrator Cum testamento annexo of Robert H. Thomas is Complainant and Justinus A. Thompson Harvey Thomas Edward Thomas and Emily H. Thomas an infant are defendants the above bounden George Earle has been appointed trustee to make sale of certain Real Estate in the proceedings in said cause mentioned. Now the Condition of the above obligation is such that if the above bounden George Earle 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 remain in full force and virtue in Law.

Signed sealed and delivered in presence of Wm H. Ricketts

George Earle (Seal)
John A. Creswell (Seal)
James McIntire (Seal)

The security in the above Bond is in my Opinion sufficient.

Wm R. Miller Solr In Chy.

Which said Trust Bond is thus Endorsed to Wit "The within Bond approved this 9 day of November 1859.

Test Wm M. Ricketts Clerk"

And afterwards to Wit on the 9th day of December in the year last aforesaid the Trustee aforesaid makes report and files in Court here his Report of sales in the Words and figures following to Wit,