April Term 1865

George Stothower and Edward S Myers vs John M Gordon

Be it remembered that now here on the first Monday in June being the second day of the said Month in the year of our Lord 1862 the Judge of the sixth Judicial Circuit of Maryland in pursuance of the Directions of the act of Assembly in such case made and provided transmit to the Court of Appeals here the Record of proceedings of a cause which was lately depending before him in the Circuit Court for Baltimore County between John M Gordon Complainant and David Knox and others defendants and wherein the said Circuit Court passed a Decree for the said John M Gordon against George Stothmer and Edward S Myers and from which said Decree the said George Stothmer and Edward S Myers appealed to the Court of Appeals here the tenor of which said Record of proceedings is in form following to Wit.

State of Maryland Baltimore County to Wit

At a Circuit Court of the sixth Judicial Circuit of the State of Maryland begun and held at the Court House in Towsontown in and for said County on the first Monday in December being the third day of the said Month in the year one thousand eight hundred and sixty one

Were Present

The Honorable John N Price Judge
Joseph Wheeler Esqr Sheriff
George N Carman Clerk

Amongst other new the following proceedings to Wit.

John M Gordon vs David Knox (Trustee) William Knox Rachel Knox his Wife

Be it remembered that heretofore to Wit on the second day of December in the year of our Lord 1861 came into Court here a certain George Stothmer and Edward S Myers purchasers under the Decree in this cause by William H Hook Esqr their Solicitor and John M Gordon Trustee by Grafton L Dulany Esqr his Solicitor and filed in Court here the following Agreement to Wit,

John M Gordon vs David Knox & others

Circuit Court for Baltimore County
Appeal from Decree of 2 Decr 1861
in the Matter of the Petition of George Stothmer and Edward S Myers
in this cause

It is agreed this day that the Record in the above appeal stated be made up by the Clerk of said Court by the insertion and copying of the following papers marked respectively from A to H inclusive to Wit

A Petition of Stothmer et al
B Exhibit G S No 1 with said Petition
C Answer to Petition
D Agreement for Commission
E Commission & return
F Agreement for reference and award
G Agreement for Decree and appeal
H Decree

And that all other papers in said cause be omitted from said Record of Appeal

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as unnecessary and not touching the same, unless either party shall hereafter desire to add the same or any part thereof to the Record with Court of Appeals.

Dec 2 1861. Wm. H Hook for Appellees
G L Dulany for Appellees

In accordance with which agreement, and the complification of the Record as agreed upon by the insertion and copying of the papers named therein and marked respectively A B C D E F G H and also marking the date at which

A

John M Gordon vs David Knox Trustee et al

Circuit Court of Baltimore County
In Equity

To The Honorable Albert Constable Judge presiding in Equity

Your Petitioners George Stothmer and Edward S Myers respectively shew. That at the sale of the Phoenix Factory made and reported by John M Gordon Trustee under the Decree of the Honorable Court herein for said sale, Your Petitioners became the purchasers of said Factory, the Terms of said sale being the cash payment, and in giving Notes with security satisfactory to said Trustee for the remainder of the said purchase Money, and that said sale has been finally ratified by order of this Honorable Court.

They further shew that prior to said sale the said Trustee in compliance with said Decree advertised the said Phoenix Factory for sale, in the American a daily Newspaper printed in the City of Baltimore representing in said advertisement that there were attached to said Factory one hundred and Eighty seven (187) acres of Land more or less, and also that the Machinery of said Factory was in good running order" as by a certified Copy of said advertisement herewith filed and marked G S No 1 into Court here appear. They moreover shew that the Attorney at the time of making said sale read aloud the said advertisement before asking or receiving any bids for said property and stated that there were attached to said Factory and to be sold apart thereof, 187 acres of Land and that the said Machinery was in good running order, that your Petitioners relying upon the truth and accuracy of said statements were thereby induced to become the purchasers of said Factory as aforesaid, Your Petitioners further shew that shortly after making said purchase they employed competent persons to make an Examination of the Machinery represented as aforesaid to be in good running order, who found the same to be exceedingly imperfect and defective, and in bad Condition requiring large outlays in repairs to the sum of Thirteen hundred Dollars as estimated by them to put the same in good running order.

Your Petitioners caused also a Survey to be made of the Lands attached to said Factory, the result of which shews that there were in truth only One hundred and thirty four acres of Land attached thereto, instead of One hundred and Eighty seven acres as represented in said advertisement, and as stated at the time of sale, Further that as soon as your Petitioners aware of the said deficiencies they made the same known to the said Trustee and claimed to be allowed therefor out of the purchase Money then unpaid. But the said Trustee declined to make such allowance and referred your Petitioners to this Honorable Court for relief in relation to the same.

They further shew that they have satisfied the Trustee, the two Notes which