Naomi Van Bokkelen &c., vs. Mary C. Carter, &c.	In the Circuit Court for Baltimore County in Equity.

This cause is hereby submitted for decree upon bill and answer, and it is agreed that the annexed pro forma decree shall be signed by the Court, and that the defendants shall have the right to appeal therefrom to the Court of Appeals of Maryland.

Carey & Glenn
Sols. for Plaintiff.

Barton & Wilmer,
Sols. for Defendants.

Whereupon the Court passed the following decree:

Decree.

(Filed Sept. 9th, 1890.)

Naomi Van Bokkelin, &c., vs. Mary C. Carter, &c.	In the Circuit Court for Baltimore County, in Equity. September Term, 1890.

The above cause standing ready for hearing and being submitted, the bill and all the other proceedings were by the Court read and considered. And it appearing to the Court:

1. That the deed from Von Kapff, trustee, and others to Thomas J. Wilson, mentioned in the bill of complaint, was a valid exercise of the power contained in the

deed of trust therein referred to.

2. That the mortgage note now held by Anthony M. Johnson, trustee, as set forth in the said bill, being now over due, the said Johnson is authorized to receive payment of the same and to release the mortgage given as security therefor; and,

3. That under the power conferred by the codicil to the will of Cibertus Van Bokkelen, the plaintiff has an unqualified authority to sell any part of the testators property without any liability on the part of the purchaser to see to the application of the purchase money; and

4. That the sale to the defendants has been duly reported to and ratified by the Orphans' Court of Baltimore County, it is thereupon, this ninth day of September, in the year eighteen hundred and ninety, by the Circuit Court for Baltimore County, adjudged, ordered and decreed, that upon surrender of the aforesaid promissory note, duly cancelled, and the due recording of a release of the said mortgage executed by the said Anthony M. Johnson, trustee, and upon the delivery of a good and sufficient deed from the plaintiff for the land described in the bill, together with all the improvements and appurtenances, defendants shall pay to the plaintiff the sum of eighty six hundred and twenty seven dollars and forty cents, (8,627.40) with interest thereon at the rate of six per centum per annum from the twelfth day of August, in the year eighteen hundred and ninety, to the day of payment; ordered further, that the cost of this proceeding shall be paid by the