

by himself, or which may be required by any of the parties interested to be so stated

Barham

Deft. } Sub-Chancery
Deft. }

Barham

This day this Cause came on to be heard again in the papers formerly read and the Depositions of John R. Williams and Geo. E. Jagers and C. S. Barham, and was argued by Counsel; in Consideration whereof the Court doth adjudge, that the Contract of Sale between C. S. Barham, and William Jagers, were particularly alluded to in the Depositions by not being completed with in the face of the said William Jagers, And the Court doth further adjudge, that the said William Jagers, shall be entitled to the tract of Land for which he contracted with C. S. Barham Upon the following Conditions, viz: That he pay to C. S. Barham in three equal annual installments, and third part of the purchase money, together with the accrued interest, the first payment to be due December 1st 1871, but no interest is to accrue from the time of this Order. And the Court doth further order that if the said William Jagers shall fail to comply with the first payment, then the Land is to be resold for the purchase money.

Samuel Ellis

Deft. } Sub-Chancery
Deft. }

J. L. Ellis late Sheriff and as such and de brief and of Samuel Ellis decd and Thomas and Richard Ellis

This Cause came on this day to be heard in the following Bill, taken for Complaint as to the adult defendant J. L. Ellis, the answer of the Infant Defendants by L. A. Edwards their Guardian ad litem, with replication thereto, and was argued by Counsel; in Consideration whereof, the Court doth order that J. B. Pinner, who is hereby appointed a Commissioner for the purpose, proceed to allot any assign to parties entitled thereto, the respective shares of the Land whereof Samuel Ellis decd owned. But if partition of the real estate cannot be made in kind without loss or injury to the parties then the Court doth adjudge, order and decree, that J. B. Pinner, do and he is hereby appointed a Special Commissioner for the purpose; That he sell the real estate in the foregoing mentioned tract, after having advertised the time, place and terms of Sale, for twenty days at three public places in the County. That the Sale be made upon the following terms, to wit: That the balance be on Credit of twelve months, but with good