

Be it remembered that on the sixth day of June, in the year nineteen hundred and sixteen, the following Transcript of Record was filed for record, to wit:-

IN THE CIRCUIT COURT FOR TALBOT COUNTY:
IN EQUITY:

MARY AHERAN

vs.

John Ahearn, and
Jennie P. Ahearn, his wife,
William Ahearn and
Mary M. Ahearn, his wife,
Kate Ahern, Ella Ahern and
Mary M. Ahern, widow.

BILL OF COMPLAINT:

Filed March 31" 1915.

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

Your Oratrix, complaining, says:

1st: That James Ahern, late of Talbot County, deceased, was in his life time and at the time of his death, seized and possessed, in fee-simple, absolutely, of a large amount of real property, lying and being in Talbot County, and described as follows:

- A: All those two lots of ground located at the village of Wye Mills in the said County, which were conveyed unto the said James Ahern by Records and Goldsborough by Deed dated the 7th day of August, 1906, and recorded among the Land Record Books for Talbot COUNTY IN Liber F.G.W.No.148, folio 156. The first of said lots being improved by a storehouse bought by the said Records and Goldsborough of Charles H. Golt and being at the junction of the public roads from Easton through Wye Mills and from Hillsboro to Wye Mills, being a lot of about 100 ft. by 150 ft., and formerly occupied by the said Charles H. Golt.
the second lot known as the J.S.Foster lot at Wye Mills, and located on the road leading from Wye Mills to Hillsboro, and adjoining the said lot of ground formerly owned by Charles H. golt and being 56 ft more or less, by 80 ft., more or less and improved by a dwelling house & shop.
- b: All that lot of ground located at Wye Mills, aforesaid, and in Talbot County which was conveyed unto the said James Ahern by Robert B. Dixon and wife by deed dated the first day of July, 1896 and duly recorded among the Land Record Books for Talbot County in Liber F.G.W.No.125 folio 365, and located on the public road leading from Easton to Centreville, adjoining the property owned by J.F.T.Brown and the lands formerly owned by H. R. Hopkins, and excepting therefrom the family burying ground located thereon, and also excepting therefrom a lot of ground 60 ft. more or less by 53 ft. more or less, located on the Centreville road, which was conveyed by James Ahern to Mary M. Ahern, his wife, by deed dated 11th day of April, 1901, and recorded among the Land Record Books for Talbot County in Liber F.G.W.No.135 folio 233; also excepting therefrom a lot of ground conveyed by the said James Ahern unto Clarence Hopkins and others by deed dated the 22nd. day of November, 1898, and duly recorded among the said Land Records in Liber F.G.W.No.129 folio 432, and located near Wye Mills; containing three fourths of an acre of land, more or less.
- 6: All that lot of ground situated at the village of Wye mill and located on the public road leading from Wye Mills to Hillsboro, and adjoining the property known as the Church Lot, and which was conveyed to the said James Ahern by Robert B. Dixon and wife by Deed dated the 23rd. day of June, 1898, and recorded among the said Land Record Books for Talbot County in Liber F.G.W.No.129, folio 244; also recorded among the Land Record Books for Queen Anne's County in Liber W.H.C.No.9 folio 206, the said lot being located in Queen Anne's County.
- d: All that farm or plantation situate in Chapel District of Talbot County, containing 177 acres, 2 roods and 24 perches of land more or less, which was conveyed by James H. Holt and wife to the said James Ahern by Deed dated the 5th day of January, 1901, and recorded among the Land Records of Talbot County in Liber F.G.W.No.135 folio 16.
- e:- All that lot of ground located at the village of Wye Mills and in Talbot County, and on the road leading from Wye Mills to Hillsboro, adjoining the lot formerly owned by Mrs. Hackett J.S.Foster and others, and also on the Road leading from Centreville to Easton, and being the same lot of ground conveyed unto the said James Ahern by Howard E. Hopkins and wife, by Deed dated the 4th day of April, 1899, and recorded among the Land Record Books for Talbot County in Liber F.G.W.No.131 folio 134.

Save and except all that lot of ground conveyed by the said James Ahern and wife to Ella Gertrude Connolly by deed dated the 24th day of August 1900 and recorded among the Land Record Books for Talbot County in Liber No.133 folio 401, and fronting on the said road leading from Hillsboro to Wye Mills 130 feet, more or less, adjoining on the East the property of the M. E. Church Parsonage, on the South the School house lot and on the West the lands of James Ahern, deceased.

- f: All that lot of ground located at Wye Mills, in Talbot County adjoining the lands formerly owned by J.S.Foster and W.R.Hopkins and being 120 ft., more or less, by 56 ft., more or less improved by a frame house with a shop on the ground floor and a public hall on the second floor, and being the same lot of ground, which was conveyed unto James Ahern by Margaret N. Hackett by Deed dated the first day of January, 1902, and recorded among the Land Record Books for Talbot County in Liber F.G.W.No.137 folio 93, as by reference had thereto will appear.
- g:- All that lot of ground located at the village of Wye Mills at the intersection of the road leading from Easton to Centreville, and the road leading from Hillsboro to Wye Mills, adjoining on the East the lands known as M. E. Church property, on the South the said County road leading from Hillsboro to Wye Mills, on the West the road leading from Easton to Centreville and on the North the aforementioned mill pond and the lot of John Sewell, containing about two acres of land, more or less, and located partly in Talbot County and Partly in Queen Anne's County, and being the same lot of ground which was purchased by James Ahern from Zebulon H. Stafford, and which has been in the possession and actual occupancy by the said James Ahern for many years, but for which, at this time, the said James Ahern nor his heirs have ever received a deed

2nd: That being so seized the said James Ahern departed this life on or about the 30th day of December, 1914, intestate, and leaving surviving him a widow, Mary M. Ahern, who is full age and who resides in Talbot County, but without leaving any children, but leaving the following brothers and sisters as his heirs at law:

- a: John Ahern, whose wife is Jennie P. Ahern, both of whom are of full age and reside in the City of Philadelphia, in the State of Pennsylvania.
- b: William Ahern, whose wife is Mary M. Ahern, both of whom are of full age and reside in the City of Camden, in the State of New Jersey.
- c: Kate Ahern, who is unmarried, and who is of full age who resides in the City of Philadelphia, in the State of Pennsylvania.
- d: Mary Ahern, who is unmarried, and who is of full age, who resides in the City of Philadelphia, in the State of Pennsylvania.

3rd: That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interest therein, as above stated, and that in order to make division of said interests it will be necessary that the said real estate be sold and the proceeds thereof be divided among the parties, according to their several interests

TO THE END, THEREFORE:

- 1st: That a decree may be passed for the sale of said real estate.
- 2nd: That the proceeds of said sale may be distributed between your Orator and the said Defendants, according to their respective rights and interests.
- 3rd. That your Orators may have such other and further relief as this case may require.

May it please your Honors to grant unto your Oratrix an Order of Publication giving notice to the said John Ahern and Jennie P. Ahern, his wife, and Kate Ahern and Ella Ahern, adults, all of whom reside in the State of Pennsylvania, and William Ahern and Mary M. Ahern, his wife, adults, both of whom reside in the State of New Jersey, and all of whom are non-residents of this State, of the object and substance of this Bill and warning them to be and appear in this Court, in person or by Solicitor, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed; and also a writ of subpoena directed to the said Mary M. Ahern, an adult, residing in Talbot County, commanding her to be and appear either in person or by Solicitor, in this Court, on or before a certain day to be named therein to show cause if any she has, why a decree ought not to be passed as prayed.

And as in duty bound, yours Orators, etc.

Seth & Shehan,
Solicitors for Complainants.

Mary Ahern	}	In the Circuit Court For Talbot County. In Equity. No.988.
vs.		
John Ahern, et, als.		
DECREE.		
		Filed January 12th. 1916.

The above cause standing ready for hearing, and being submitted, and all the other proceedings were read and considered.

It Is Thereupon, this twelfth day of January in the year nineteen hundred and sixteen, by me, William H. Adkins, one of the Judges of the Circuit Court for Talbot County, sitting as a Court of Equity, and by the authority of this Court, ADJUDGED, ORDERED and DECREED that the Real Estate mentioned and described in the proceedings of this case be sold; subject to the dower interest of Mary M. Ahern widow of James Ahern.

That Wm. Mason Shehan be and he is hereby appointed Trustee to make said sale, and the course and manner of his proceedings shall be as follows; he shall first file with the Clerk of the Circuit Court for Talbot County, a bond to the State of Maryland, executed by himself, with a surety or sureties to be approved by this Court, or the said Clerk, in the penalty of seventeen 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 the said sale, having given at least three weeks by advertisement, inserted in some newspaper printed and published in Talbot County, State of Maryland, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows One third cash on day of sale, one third in six months and one third in twelve months, or all cash at the option of the purchaser or purchasers; deferred payments to bear interest from the day of sale and to be secured to the satisfaction of the 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 said sale or sales, annexed; and on the ratification of such sale or sales by this Court, 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 and estate to him, her or them sold free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming, by, from or under them or any of them. And the said Trustee shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken from the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Wm. H. Adkins.

REPORT OF SALES:

Filed March 15th. 1916.

Mary Ahern
vs.
John Ahern, et. als.

} In the Circuit Court
} For
} Talbot County.

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR TALBOT COUNTY:

The Report of William Mason Shehan, Trustee, duly appointed by decree of the Circuit Court for Talbot County in the above entitled case, on the 12th day of January, 1916, to sell the right, title and interest in the real estate of James Ahern, deceased, hereinafter mentioned and described, subject to the dower interest of Mary M. Ahern, his widow, shows that after giving Bond, with security, for the faithful discharge of

the trust, and after having given twenty one days notice of the time, place, manner and terms of sale, by advertisement in the Star-Democrat published in Talbot County and the Centreville Observer, a paper printed in Queen Anne's County, State of Maryland he did, pursuant to said notice, attend the place of sale on the 15th day of February, 1916, at 2 o'clock P.M., and then and there proceeded to sell the property mentioned in said Advertisement as follows:

FIRST:

All that lot or parcel of ground located in the village of Wye Mills, Talbot County, at the intersection of the public road leading from Easton to Centreville and the road leading from Wye Mills to Hillsboro, and at the southwest corner of said intersection being a lot of ground about 100 feet by 150 feet, formerly occupied by Charles H. Golt, John W. Anthony and others, improved by a large two story frame storehouse, and being the same lot of ground which was conveyed unto James Ahern by Records and Goldsborough, by deed dated August 7th 1906, and recorded in Liber F.G.W. No.148 folio 156 as by reference had thereto will appear.

And sold the same to Mary M. Ahern, she being then and there the highest bidder therefor, at the sum of Seven Hundred and Seventy five Dollars, and said purchaser has complied with the terms of sale.

Second:

The parcel of ground mentioned and described in the said advertisement as No.2 was offered for sale and the trustee not receiving an amount considered to be an adequate price withdrew the said lot and now holds the same for disposition under the direction of this Court.

THIRD:

All that lot of ground located at Wye Mills aforesaid, and in Talbot County, which was conveyed unto the said James Ahern by Robert B. Dixon and wife by deed dated the 1st day of July, 1896, and duly recorded among the Land Record Books for Talbot County in Liber F.G.W.No.125 folio 365, and located on the public road leading from Easton to Centreville, adjoining the property owned by J.F.T.Brown and the lands formerly owned by H.R.Hopkins, and excepting therefrom the family burying ground located thereon, and also excepting therefrom a lot of ground 60 feet, more or less, by 53 feet, more or less, located on the Centreville road, which was conveyed by James Ahern to Mary M. Ahern, his wife, by deed dated April 11th 1901, and recorded among the Land Record Books for Talbot County in Liber F.G.W.No.135 folio 233; also excepting therefrom a lot of ground conveyed by the said James Ahern unto Clarence Hopkins and others by deed dated the 22nd day of November, 1898, and duly recorded among said land records in Liber F.G.W.No.129 folio 432, and located near Wye Mills, containing three fourths of an acre of land, more or less.

And sold the same to Mary M. Ahern, she being then and there the highest bidder therefor, at the sum of Twelve Hundred dollars, and said purchaser has complied with the terms of sale.

FOURTH:

All that unimproved lot of ground situated at the village of Wye Mills and in Queen Anne's County, and located on the public road leading from Wye Mills to Hillsboro, and adjoining on the West the property known as the M.E.Church lot, and which was conveyed unto the said James Ahern by Robert B. Dixon and wife, by deed dated the 23rd day of June, 1898, and recorded in Liber F.G.W.No.129 folio 244, one of the Land Record Books for Talbot County, and also among the land Record Books for Queen Anne's County in Liber W.H.C.,No.9 folio 206, as by reference had thereto will appear.

And sold the same to J.E.Godwin, he being then and there the highest bidder therefor, at the sum of Eighty dollars, and said purchaser has complied with the terms of sale.

FIFTH:

All that lot of ground located at the village of Wye Mills, in Talbot County, and on the road leading from Wye Mills to Hillsboro, adjoining the lot owned by Mr. Hackett, J.S.Foster and others, and also on the road leading from Centreville to Easton, and being the same lot of ground conveyed unto the said James Ahern by Howard R. Hopkins and wife by deed dated the 4th day of April, 1899, and recorded in Liber F.G.W.No. 131 folio 134, save and except all that lot of ground conveyed by the said James Ahern and wife to Ella Gertrude Connelly, by deed dated August 24th. 1900, and recorded in Liber No 133 folio 401, and fronting on the said road leading from Hillsboro to Wye Mills 130 feet, more or less, adjoining on the East the property of the M.E.Church parsonage, and on the South the School House lot, and on the West the lands of James Ahern, deceased.

And sold the same to Mary M. Ahern, she being then and there the highest bidder therefor, at the sum of Nine Hundred and Fifty dollars, and the said purchaser has complied with the terms of sale.

SIXTH:

The parcel of ground mentioned and described in the said advertisement as No.6 was offered for sale and the trustee not receiving an amount considered to be an adequate price withdrew the same said lot and now holds the same for disposition under the direction of this Court.

SEVENTH:

All that lot or parcel of ground located partly in Queen Anne's County and partly in Talbot County, at the village of Wye Mills and at the intersection of the road from Hillsboro, Wye Mills, and the road leading from Easton to Centreville, and adjoining on the East the lands known as the M.E.Church property, on the south the said County road leading from Hillsboro to Wye Mills, on the west the road leading from Easton to Centreville, and on the north the mill pond at Wye Mills and the property of John Sewell, containing about 2 acres of land, more or less, which property was purchased by James Ahern from Zebulon H. Stafford, improved by a two-story frame storehouse with dwelling on second floor, wherein Mrs. Mary M.Ahern conducts her store business, and by a frame dwelling house located near the M.E.Church property.

And sold the same to Mary M. Ahern, she being then and there the highest bidder therefor, at the sum of Sixteen Hundred Dollars, and said purchaser has complied with the terms of sale.

EIGHTH:

All that farm or plantation situated in Chapel district of Talbot County, containing 177 acres 2 roods 24 perches of land, more or less, and located on the south side of the public road leading from Wye Mills to Hillsboro and now in the tenancy of L. J. Everngam, and which was conveyed by James H. Holt and wife to James Ahern by deed dated January 5, 1901, and recorded in the Land Record Books for Talbot County in Liber F.G.W.No.135 folio 16.

And sold the same to Mary M. Ahern, she being then and there the highest bidder therefor, at the sum of Eight Thousand Dollars, and said purchaser has complied with the terms of sale.

THAT ALL OF THE SAID PROPERTY WAS SOLD SUBJECT TO THE SAID WIDOWS DOWER.

The purchaser has complied with the terms of the sale by making a cash deposit

of Two thousand Dollars and tendering herself as ready to pay the balance in cash upon the ratification of the said sale.

Respectfully submitted,
Wm. Mason Shehan,
Trustee.

State of Maryland, Talbot County, to-wit:

I hereby certify that on the Fifteenth day of March Nineteen hundred and sixteen before me the subscriber a Notary public of the State of Maryland of Maryland in and for Talbot County personally appeared William Mason Shehan, Trustee named in the above report of sale and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief, and that the sale was fairly made.

{ Seal's }
{ Place. }

Elma Fleming
Notary Public.

ORDER NISI

Ordered this 15th day of March, A.D.1916, that the sale of the property mentioned in these proceedings, made and reported by William Mason Shehan, the Trustee in the above entitled cause, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th day of May next. Provided a copy of this Order be inserted in some newspaper printed in Talbot County once in each of four successive weeks before the 13th day of April next.

The report states the amount of sales to be \$12605.00

Chas. B. Lloyd, Clerk.

FINAL ORDER OF RATIFICATION:

Filed May 29th. 1916.

Mary Ahern) In the Circuit Court
vs) For Talbot County.
John Ahern, et. als.) In Equity.

Ordered, This 29th day of May, A.D.1916, by me, William H. Adkins, one of the Judges of the Circuit Court for Talbot County, sitting in Equity and by authority of the said Court, that the sale made and reported by the Trustee aforesaid be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and that the said Trustee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Wm. H. Adkins.

STATE OF MARYLAND,
TALBOT COUNTY, Sct:

I Hereby Certify, That the foregoing are true and correct copies of the Bill of Complaint, Decree, Report of Sale, Order Nisi, and Final Order of Ratification of Sale, filed in the Circuit Court for Talbot County, In Equity, in the above entitled cause.

Seal of the
Circuit Court
for
Talbot County.

IN TESTIMONY WHEREOF, I Hereunto subscribe my name and the Seal of the said Court affix, at Easton, Md., on this 5th day of June, A.D.1916.

Chas. B. Lloyd, Clerk.

.....
: One 10-cent Internal Revenue Stamp :
: Endorsed "C.B.L. 6/5/16." :
:.....

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H. B. W. Mitchell, Assignee,

In the Circuit Court

vs.

for
Queen Anne's County,
in Equity.

Daniel W. Woolford,
Mary F. Woolford.

William F. Watson, Clerk:

You will docket suit as per the above titling and file certified copies of the two mortgages from Daniel W. Woolford and Mary F. Woolford to Francis D. L. Mitchell, dated respectively November 14th., 1903, and May 14th., 1904, and assigned to Mary M. Comegys and by said Mary M. Comegys assigned to H. B. W. Mitchell for the purpose of foreclosure and collection.

H. B. W. Mitchell
Solicitor.

CERTIFIED COPIES
OF
TWO MORTGAGES - Filed June 20, 1916.

THIS MORTGAGE, Made this Fourteenth day of May, in the year nineteen hundred and four, by Daniel W. Woolford and Mary F. Woolford, his wife, of Queen Anne's County, State of Maryland.

WHEREAS the said Daniel W. Woolford is indebted unto Francis D. L. Mitchell, of Wilmington, State of Delaware, in the full and just sum of one hundred and fifty dollars for money this day loaned and advanced by the said Mitchell unto the said Woolford. For which said principal sum the said Daniel W. Woolford and Mary F. Woolford have drawn and passed unto the said Francis D. L. Mitchell their promissory note of even date herewith for the aforesaid sum of one hundred and fifty dollars bearing even date with these presents and payable two years after date at the Centreville National Bank, of Maryland, said note being endorsed upon its face "Secured by mortgage of even date herewith", and for the interest to accrue on said principal sum the said Daniel W. and Mary F. Woolford have drawn and passed unto the said Francis D. L. Mitchell their four other promissory notes dated as aforesaid and payable at the aforesaid bank, six, twelve, eighteen and twenty four months after date, each for the sum of four dollars and fifty cents, and each being endorsed upon its face "Secured by Mortgage of even date herewith", there being an express condition precedent to the aforesaid loan that the payment of the same was to be secured and assured by the execution of these presents. NOW THIS MORTGAGE, WITNESSETH: That for and in consideration of the premises and the sum of one dollar, the receipt thereof being hereby acknowledged, the said Daniel W. Woolford and Mary F. Woolford do hereby grant and convey unto the said Francis D. L. Mitchell all that piece, tract, lot or parcel of land situate in Tilghman's Neck, in the fifth election District of Queen Anne's County, on Reed's Creek, adjoining the land of Susan Williams, and containing 13 acres 1 rood and 38 perches of land, more or less, and being the same land described in a deed from H. B. W. Mitchell, Trustee, to the said Daniel W. Woolford, dated the 14th. day of November, nineteen hundred and three, and recorded in liber J. E. G. No. 5 fol. 495, one of the land record books for Queen Anne's County aforesaid.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in any-wise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Francis D. L. Mitchell, his heirs and assigns forever.

PROVIDED that if the said Daniel W. Woolford and Mary F. Woolford, their

heirs, personal representatives or assigns, shall pay or cause to be paid the debt and interest hereby intended to be secured and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Daniel W. Woolford and Mary F. Woolford, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, and all attorney's commissions and charges made or incurred in the collection of said debt or the interest to accrue thereon or any part of either the said Daniel W. Woolford and Mary F. Woolford for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Francis D. L. Mitchell, his personal representatives and assigns, or H. B. W. Mitchell, his and their Attorney, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz.: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's county, and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply; first, to the payment of all expenses incident to such sale, including a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Daniel W. Woolford and Mary F. Woolford for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage, to keep insured, the improvements on the hereby mortgaged land to the amount of at least one hundred and fifty Dollars, and to cause the policy to be effected thereon, so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, his personal representatives and assigns, to the extent of the lien or claim hereunder.

WITNESS the hands and seals of the said Mortgagors.

Test:

J. W. Woodford.

DANIEL W. WOOLFORD (SEAL)

MARY F. WOOLFORD (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I Hereby Certify, that on this Fourteenth day of May, in the year nineteen hundred and four, before me, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Daniel W. Woolford and Mary F. Woolford, his wife, the Mortgagors named in the foregoing Mortgage and each acknowledged the

aforegoing Mortgage to be their act. At the same time also appeared H.B.W.Mitchell, the agent of the said Francis D. L. Mitchell, the said mortgagee, and made oath in due form of law, that the consideration set forth in said Mortgage is true and bona fide as therein set forth. And also made oath in due form of law, that the mortgagee has not required the Mortgagors, their agent or attorney, or any person for the said Mortgagors, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will they require the same to be paid by the said Mortgagors, or any person for them during the existence of this Mortgage. and at the same time made oath that he was the agent of the said mortgagee and duly authorized to make these affidavits

J. W. W. Woodford
Justice of the Peace.

(#2) QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the Third day of June, in the year nineteen hundred and sixteen, the following Assignment was brought to be recorded, to wit:-

I hereby assign the within and aforegoing mortgage to H. B. W. Mitchell for the purpose of foreclosure and collection. Witness my hand and seal this third day of June, 1916.

Witness:

B. Hackett Turner.

Mary M. Comegys (SEAL)

(#1) QUEEN ANNE'S COUNTY, to wit: be it remembered that on the 6th day of November, in the year nineteen hundred and nine, the following Assignment was brought to be recorded, to wit:

For value received, I hereby transfer and assign the within and aforegoing mortgage to Mary M. Comegys without recourse or guarantee.

Witness my hand and seal this Sixth day of November, nineteen hundred and nine.

Witness: L. S. Mitchell

Francis D. L. Mitchell (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber J.E.G. No.6, folio 291 etc., a Land Record Book for Queen Anne's County.

Seal's	In Testimony Whereof I hereunto subscribe my name and affix the
Place.	seal of the Circuit Court for Queen Anne's County, this 20th day
	of June, A.D. Nineteen hundred and sixteen.

Wm. F. Watson

Clerk of the Circuit Court for Queen
Anne's County.

N.B. - The following should precede the above Mortgage: Queen Anne's County, to wit: Be it remembered that on the fourteenth day of May in the year Nineteen Hundred and four the following Mortgage was brought to be recorded, to wit:

= / / =

QUEEN ANNE'S COUNTY, to wit: be it remembered that on the fourteenth day of November in the year nineteen hundred and three the following mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this fourteenth day of November, in the year nineteen hundred and three by Daniel W. Woolford and Mary F. Woolford, his wife, both of Queen Anne's County, State of Maryland, whereas the said Daniel W. Woolford and Mary F. Woolford are indebted unto Francis D. L. Mitchell, of Wilmington, Delaware. in the full and just sum of four hundred and fifty dollars, for money this day loaned and advanced by the said Mitchell unto the said Woolfords to be used for the purpose of paying the balance of the purchase money for the land and premises hereinafter described and mortgaged, which said sum of four hundred and fifty dollars has been used for the said purpose of completing the payment of the purchase money for the said land hereby conveyed, for which

said principal sum the said Daniel W. Woolford and Mary F. Woolford have drawn and passed to the said Francis D. L. Mitchell their promissory note of even date herewith for the sum of \$450.00, payable two years after date at The Centreville National Bank, of Maryland, said note being endorsed upon its face "Secured by Mortgage of even date herewith.", and for the interest to accrue on said principal sum the said mortgagors have drawn and passed to the said mortgagee their four other promissory notes dated as aforesaid and payable at the aforesaid bank six, twelve, eighteen and twenty four months after date, each for the sum of thirteen dollars and fifty cents, and each being endorsed upon its face "Secured by Mortgage of even date herewith". And there was an express condition precedent to the aforesaid loan that to more effectually secure and assure the prompt payment of the same these presents were to be executed.

NOW THIS MORTGAGE, WITNESSETH: That, for and in consideration of the premises and the sum of one dollar, the receipt thereof being hereby acknowledged, the said Daniel W. Woolford and Mary F. Woolford, his wife, do hereby grant and convey unto the said Francis D. L. Mitchell all that piece, tract lot or parcel of land situate in Tilghman's Neck, in the fifth election District of Queen Anne's County, on Reed's Creek, adjoining the lands of Harwood H. Roe and Mariana S. Robinson, containing 13 acres, 1 rood and 38 perches of land, more or less, and being the same land described in a deed from H. B. W. Mitchell Trustee, to the said Daniel W. Woolford, said deed bearing even date herewith and recorded among the land records of Queen Anne's County immediately preceding these presents.

TOGETHER with the buildings and improvements thereon and the rightd, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Francis D. L. Mitchell, his heirs and assigns forever.

PROVIDED that if the said Daniel W. Woolford or Mary F. Woolford, his wife, their or either of their heirs, personal representatives or assigns, shall pay or cause to be paid the debt and interest hereby intended to be secured and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the Daniel W. Woolford, his heirs and assigns shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Daniel W. Woolford and Mary F. Woolford, his wife, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Francis D. L. Mitchell, his personal representatives and assigns, or H. B. W. Mitchell, his and their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the manner following, viz: upon giving twenty day's

notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's county, and such other notice as by the said Mortgagee his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of twenty five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns under this Mortgage, whether the same shall have matured or not; and the surplus (if any therebe) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

Witness the hands and seals of the said Mortgagors.

Test:	Daniel W. Woolford	(SEAL)
B. Emory, Jr.	Mary F. Woolford	(SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify, that on this fourteenth day of November in the year nineteen hundred and three before me, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Daniel W. Woolford and Mary F. Woolford, his wife, the Mortgagors named in the foregoing Mortgage and both acknowledged the foregoing Mortgage to be their act. At the same time also appeared H.B.W. Mitchell, the agent of Francis D. L. Mitchell, the within named mortgagee, and made oath in due form of law, that the consideration set forth in said Mortgage is true and bona fide as therein set forth. And also made oath in due form of law, that he has not required the Mortgagors their agent or attorney, or any person for the said Mortgagors to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require any tax levied thereon to be paid by the said Mortgagors, or any person for them, during the existence of this Mortgage. And also made oath that he was the duly authorized agent of the said mortgagee for the purpose of making these affidavits.

B. Emory, Jr.
Justice of the Peace.

QUEEN ANNE'S COUNTY, to wit: be it remembered that on the sixth day of November in the year nineteen hundred and nine, the following assignment was brought to be recorded, to wit:

For value received, I hereby transfer and assign the within and foregoing mortgage to Mary M. Comegys without recourse or guarantee.

Witness my hand and seal this Sixth day of November, nineteen hundred and nine.

Francis D. L. Mitchell (SEAL)

Witness: L. S. Mitchell

QUEEN ANNE'S COUNTY, to wit: be it remembered that on the third day of June in the year nineteen hundred and sixteen, the following assignment was brought to be recorded, to wit:

I hereby assign the within and foregoing mortgage to H. B. W. Mitchell for the purpose of foreclosure and collection. Witness my hand and seal this third day of June, 1916.

Witness Mary M. Comegys (SEAL)
B. Hackett Turner.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the foregoing Mortgage is truly taken and copied from Liber J.E.G. No.5, folio 496 etc., a Land Record Book for Queen Anne's County.

In Testimony Whereof I hereunto subscribe my hand and affix the seal of the Circuit Court for Queen Anne's County, this 28th day of June, in the year nineteen hundred and sixteen.

Seal's
Place

Wm. F. Watson
Clerk of the Circuit Court for
Queen Anne's County.

STATEMENT OF MORTGAGE DEBT. - Filed June 20, 1916.

Amount due, principal and interest, on mortgage from Daniel W. Woolford and Mary F. Woolford to Francis D. L. Mitchell and assigned to Mary M. Comegys, dated May 14th., 1904, to secure \$150.00 and interest.

Principal	-	-	-	\$150.00
Interest from Nov. 14th., 1914, to May 14th., '15,		\$4.50		
Interest on \$4.50 from May 14/15 to June 27th., 1916,		<u>.30</u>		4.80
Interest from May 14th., 1915, to Nov. 14th., '15,		4.50		
Interest on \$4.50 from Nov. 14th., 1915, to June 27/16,		<u>.16</u>		4.66
Interest from Nov. 14th., 1915, to June 27th., 1916,				<u>5.57</u>
				\$165.03
Together with five per cent. commission to H. B. W. Mitchell, the attorney with whom this mortgage has been placed and to whom it has been assigned for collection	-	-	-	<u>8.25</u>
				\$173.28

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 12th. day of January, nineteen hundred and sixteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell and made oath that he made the aforesaid mortgage investment and that he is familiar with the transaction and that the foregoing statement of mortgage debt is true to the best of his knowledge and belief.

Filed June 20th, 1916.

Wm. F. Watson
Clerk of the Circuit Court
for Queen Anne's County.

STATE OF MORTGAGE DEBT. - Filed June 20, 1916.

Amount due, principal and interest, on mortgage from Daniel W. Woolford and Mary F. Woolford to Francis D. L. Mitchell, and assigned to Mary M. Comegys, dated November 14th., 1903, to secure \$450.00 and interest.

Principal	-	-	-	\$450.00
Interest from November 14th., 1914 to May 14th., 1915,		\$13.50		
Interest on \$13.50 from May 14th., 1915 to June 27th., 1916,		<u>.90</u>		14.40
Interest from May 14th., 1915, to Nov. 14th., 1915,		13.50		
Interest on \$13.50 from Nov. 14th., 1915, to June 27th., 1916;		<u>.50</u>		14.00
Interest from November 14th., 1915, to June 27th., 1916,				<u>16.73</u>
				\$495.13

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 12th. day of December, 1916, before me the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell and made oath that he made the foregoing mortgage investment and is familiar with the transaction and that the foregoing statement of mortgage debt and interest was true to the best of his knowledge and belief.

Filed June 20th, 1916.

Wm. F. Watson
Clerk of the Circuit Court for
Queen Anne's County.

BOND WITH SECURITY - Filed June 20, 1916.

KNOW ALL MEN BY THESE PRESENTS, that we, H. B. W. Mitchell, of Queen Anne's County, in the State of Maryland, as principal, and the Maryland Casualty Company, a body corporate, of Baltimore City, in the State of Maryland, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of nine hundred dollars, current money, to be paid to the said State or its certain attorney. To which payment well and truly to be made and done we bind ourselves, our and each of our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 20th day of June, nineteen hundred and sixteen.

WHEREAS the said H. B. W. Mitchell is about to execute the power of sale contained in each of two mortgages from Daniel W. Woolford and Mary F. Woolford, his wife, to Francis D. L. Mitchell, dated the 14th., day of November, 1903, and the 14th. day of May, 1904, respectively, and assigned to Mary M. Comegys and by said Mary M. Comegys assigned to H. B. W. Mitchell for the purpose of foreclosure and collection. NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden, the said H. B. W. Mitchell, do and shall abide by and perform any order or decree of any court of equity in relation to the mortgaged property or the proceeds arising therefrom then this obligation shall be void, otherwise to be and remain in full force and virtue in law.

Sealed, signed and delivered in the presence of H. B. W. Mitchell (SEAL)
Nellie G. Meredith.
 Maryland Casualty Company's
 Corporate Seal.

Maryland Casualty Company
 By Chas. E. Tucker, Agt. and
 Attorney-in-fact.

Countersigned:
 H. B. W. Mitchell
 Attorney-in-fact.

On the back of the foregoing was the following endorsement, to wit:- Security approved and Bond Filed June 20th, 1916. Wm. F. Watson, Clerk.

Recorded in Liber W.F.W. No.1, folio 70 &c., a Bond Record Book for Queen Anne's Co., Wm. F. Watson, Clerk.

REPORT OF SALE.

H. B. W. Mitchell, Assignee,
 vs.
 Daniel W. Woolford and
 Mary F. Woolford, Mortgagors.

In the Circuit Court
 for
 Queen Anne's County,
 in Equity. No.2182.

To the Honorable, the Judges of said Court:

The Report of Sale by H. B. W. Mitchell, Assignee of mortgages, certified copies of which said mortgages and the assignments thereof being filed in these proceedings, in execution of the power of sale contained in each of said mortgages, after default had occurred in the terms and conditions of each of said mortgages, by reason of the nonpayment of the interest on the principal indebtedness secured by said mortgages and the State and County taxes on the land and premises covered by said mortgages, respectfully sets forth:

1. That after giving bond with approved security for the faithful performance of his trust, and after having complied with all the prerequisites required by law and the said mortgages, and after giving notice of the time, place, manner and terms of sale by advertisement in The Centreville Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three successive weeks, being more than twenty days, previous to the day of sale, did, pursuant to said advertisement, attend in front of the court house door, in Centreville, Maryland, on the 27th. day of June, 1916, between the hours of one and two o'clock, p.m., and then and there proceeded to sell said property in manner following, that is to say: He offered said land and premises, consisting of 13 acres, 1 rood and 38 perches of land, more or less, improved by frame dwelling house and outbuildings, situated in Tilghman's Neck, in The Fifth Election District of Queen Anne's County, on Reed's Creek, adjoining the land of Miss Susan Williams, and being the land and premises described in said mortgages and in the annexed advertisement, and sold the same to Charles M. West, he being then and there the highest bidder therefor, at and for the sum of twelve hundred and fifty dollars (\$1250.00).

The purchaser has not complied with the terms of sale but I feel satisfied that he will do so in a reasonable time.

2. In addition to the advertised terms of sale, your Assignee announced at the time of said sale that the said property would be sold subject to the right of Daniel W. Woolford to occupy the same until the end of the year nineteen hundred and sixteen; that all of said Woolford's crops on said land would be reserved for said Woolford and that State and County taxes on said land and premises up to the end of the year nineteen hundred and sixteen would be paid out of the purchase money.

All of which is respectfully submitted.

H. B. W. Mitchell
Assignee of mortgages.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 27th. day of June, nineteen hundred and sixteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H. B. W. Mitchell, Assignee of mortgages, and made oath that the matters and things stated in the within and foregoing report of sale were true as therein set forth and that the sale was fairly made.

Wm. F. Watson
Clerk of the Circuit Court
for Queen Anne's County.

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT. - Filed June 27th, 1916.

ASSIGNEE'S SALE OF REAL ESTATE

Under and by virtue of the power of sale contained in each of two mortgages from Daniel W. Woolford and Mary F. Woolford, his wife, to Francis D. L. Mitchell and assigned to Mary M. Comegys, and by said Mary M. Comegys assigned to H. B. W. Mitchell, the undersigned, for the purpose of foreclosure and collection, one of said mortgages bearing date the 14th day of November, 1903, and recorded in liber J.E.G. No.5, fol. 496, a land record book for Queen Anne's county, and the other of said mortgages being dated 14th day of May, 1904, and recorded in liber J.E.G. No. 6 fol. 291, a land record book for said county, default having occurred in the terms and conditions of both of said mortgages, the undersigned will sell at public auction in front of the Court House door, in Centreville, Maryland, on TUESDAY, JUNE 27, 1916 between the hours of one and two o'clock P.M. ALL THAT LOT AND PARCEL OF LAND situated in Tilghman's Neck, in the Fifth Election District of Queen Anne's County, on Reed's Creek, adjoining the land of Miss Susan Williams, improved by FRAME DWELLING HOUSE and outbuildings, and containing 13 ACRES 1 ROOD and 38 PERCHES OF LAND more or less.

TERMS OF SALE - One-third of the purchase money will be required in cash at the time of sale and the residue in two equal installments of six and twelve months, respectively, from day of sale or all cash at the option of the purchaser. Deferred payments to bear interest from day of sale and to be secured by the notes of the purchaser, with security to be approved by the undersigned.

T. Frank Seward, Auct.

H. B. W. Mitchell, Assignee.

THE CENTREVILLE OBSERVER

Centreville, Md., June 27, 1916.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale of Real Estate in the case of D. W. Woolford & Wife vs. F. D. L. Mitchell et al a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland,

once a week for three successive weeks, making four insertions before the 27th day of June in the year 1916.

Filed June 27th 1916.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By W. J. Price Jr.

N I S I .

Filed June 27th, 1916.

H. B. W. Mitchell, Assignee,

vs.

Daniel W. Woolford and
Mary F. Woolford, Mortgagors.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
Chancery No. 2182.

ORDERED, This 27th day of June A.D., 1916, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th day of Sept next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 4th day of August next.

The Report states the amount of sales to be \$1250.

Filed June 27th 1916.

Wm. F. Watson, Clerk.

PETITION OF SUSAN WILLIAMS TO BE SUBSTITUTED
AS PURCHASER OF PROPERTY SOLD IN ABOVE CAUSE - Filed July 15, 1916.
IN PLACE AND STEAD OF CHARLES M. WEST.

In the Circuit Court for Queen Anne's County in Equity.

H. B. W. Mitchell,
Assignee,

vs.

Daniel W. Woolford,
Mary F. Woolford,
his wife.

Chancery Docket,
Cause No. 2182.

To the Honorable, the Judges of said Court:

The petition of Susan Williams to Your Honors respectfully sets forth:

That as will appear by reference to the report of sale filed in the above entitled cause on the twenty seventh day of June, nineteen hundred and sixteen, Charles M. West, of said county, became the purchaser of the property described in said report of sale at the sale mentioned in said report, at and for the sum of twelve hundred and fifty dollars (\$1250.00).

That since said sale the said Charles M. West has sold unto your petitioner the property so bought by him, and all the right, title, interest and estate in, to and of said property acquired by him under the sale mentioned in said report of sale.

That said sale by the said Charles M. West unto your petitioner was made with the understanding and agreement that your petitioner should be substituted in the proceedings of this cause as purchaser of the property described in said report of sale in the place and stead of the said Charles M. West, and with the further understanding that your petitioner would pay the full purchase money named in said report of sale unto H. B. W. Mitchell, the party making the sale so reported unto this court, in the place and stead of the said Charles M. West, who has to the date of the filing of this petition, paid no part of said purchase money and who has not as yet complied with the terms of the sale mentioned in said report.

That your petitioner is willing to become the purchaser of said property

in the proceedings of this cause in the place and stead of the Charles M. West, and to comply with the terms of sale of said property in the place and stead of the said Charles M. West, and is financially able to pay said purchase money.

Your petitioner therefor prays Your Honors to pass an order substituting her in the proceedings of this cause the purchaser of the property described in said report of sale in the place and stead of the said Charles M. West, and authorizing, empowering and directing the said H. B. W. Mitchell, Assignee, and Vendor of said property, upon the full payment of said purchase by your petitioner unto him, to grant and convey by good and sufficient deed, to be acknowledged agreeably to law, unto your petitioner, her heirs and assigns, the property sold as aforesaid unto the said Charles M. West, in the same manner and as fully and effectually as if your petitioner had been the original purchaser of said property instead of the said Charles M. West.

Respectfully submitted,

Susan Williams.

AGREEMENT OF CHARLES M. WEST, PURCHASER. - Filed July 15, 1916.

To the Honorable, the Judges of said court:

I, Charles M. West, the undersigned, having read the foregoing petition, do admit that the matters and things therein set forth are true, and I do hereby agree that the court shall pass an order substituting the said Susan Williams the purchaser of the property mentioned in the above petition in my place and stead, and otherwise granting the prayer of said petition.

Respectfully submitted,

Charles M. West.

AGREEMENT OF H.B.W.MITCHELL, ASSIGNEE. - Filed July 15, 1916.

To the Honorable, the Judges of said Court:

I, H. B. W. Mitchell, Assignee of the mortgage described in the above entitled cause, and Vendor of the real estate sold under said mortgage unto Charles M. West, purchaser named in the report of sale filed in said cause, do hereby consent that Susan Williams, the petitioner filing the above petition, shall be substituted as the purchaser of said real estate in the place and stead of the Charles M. West and that the court shall pass an order granting the prayer of said petition.

Filed July 15" 1916.

H. B. W. Mitchell.

ORDER OF COURT SUBSTITUTING SUSAN WILLIAMS - Filed July 18, 1916.
PURCHASER IN PLACE OF CHARLES M. WEST.

Ordered, this fifteenth day of July, in the year nineteen hundred and sixteen, by the Circuit Court for Queen Anne's County in Equity, and by the authority thereof, upon the foregoing petition of Susan Williams, and the consent thereto annexed of Charles M. West and H. B. W. Mitchell, that Susan Williams be and she is hereby substituted as purchaser of the real estate sold under the mortgage mentioned and described in the foregoing cause in the place and stead of the said Charles M. West, and the said H. B. W. Mitchell, Assignee, Vendor of said real estate under the power of sale contained in said mortgage, be and he is hereby authorized, empowered and directed, after the ratification of said sale by this court and after the full payment of the purchase money

named in said report of sale by the said Susan Williams, to grant and convey by good and sufficient deed, to be acknowledged according to law, the said real estate, and all the right, title, interest and estate therein of the parties to said mortgage and to said cause, unto the said Susan Williams, her heirs and assigns, in the same manner and as fully and effectually as if the said Susan Williams had been the purchaser of said real estate at the sale mentioned in said report of sale instead of the said Charles M. West.

Philemon B. Hopper.

CERTIFICATE OF
PUBLICATION OF ORDER NISI. - Filed Sept. 12, 1916.

ORDER NISI

H. B. W. Mitchell, Assignee

vs.

Daniel W. Woolford and Mary F. Woolford,
Mortgagors.

In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2182.

ORDERED, This 27th day of June, A.D., 1916, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th day of September next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 4th day of August next.

This report states the amount of sale to be \$1,250.00.

Filed June 27th, 1916.

WM. F. WATSON, Clerk.

True Copy - Test:

WM. F. WATSON, Clerk.

THE CENTREVILLE OBSERVER

Centreville, Md., Sept. 12th, 1916.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of H. B. W. Mitchell, Assignee, vs. D. W. & Mary F. Woolford, Mortgagors a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, before the 4th day of August in the year 1916.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By S. Chas. Walls.

FINAL ORDER RATIFYING SALE. - Filed Sept. 14, 1916.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 13th day of September, in the year nineteen hundred and sixteen, that the sale made and reported in the aforesaid cause of H. B. W. Mitchell, Assignee of mortgages, vs. Daniel W. Woolford and Mary F. Woolford, Mortgagors, No. 2182 chancery, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the preceding order nisi. The Trustee Assignee is allowed the commissions and charges provided by said mortgages and all expenses not personal, upon producing the proper vouchers therefor before the Auditor.
Filed Sept. 14, 1916.

Philemon B. Hopper.

ORDER FROM D. W. WOOLFORD - Filed Sept. 20, 1916.
TO THE AUDITOR OF THIS COURT.

September 14th, 1916.

To the Auditor of the Circuit Court for Queen Anne's County:

You are hereby authorized and directed to award to James T. Bright out of the surplus proceeds of sale in No. 2182 Chancery, after the payment of the mortgage debt, interest and expenses of sale, the sum of Sixty Five dollars (\$65.00).

D. W. Woolford.

PETITION TO APPLY SURPLUS FUNDS - Filed Sept. 26, 1916.
TO PAYMENT OF JUDGMENTS.

H. B. W. Mitchell, Assignee,

vs.

Daniel W. Woolford,

Mary F. Woolford, Mortgagors.

In the Circuit Court

for Queen Anne's County,

in Equity.

No. 2182.

To the Honorable, the Judges of said Court:

The petition of James T. Bright, Dr. Wm. H. Fisher and James P. Keating, all of Queen Anne's County, State of Maryland, to your Honors respectfully sets forth:

1. That heretofore, on the 27th. day of June, 1916, in execution of the power of sale in each of two mortgages from Daniel W. Woolford and Mary F. Woolford, his wife, to Francis D. L. Mitchell, said mortgages bearing date, respectively, the 14th. of November, 1903, and the 14th. of May, 1904, and assigned by Francis D. L. Mitchell to Mary M. Comegys, and by said Mary M. Comegys assigned to H. B. W. Mitchell for the purpose of foreclosure and collection, the real estate of said Woolford described in said mortgages was sold at public auction by H. B. W. Mitchell, Assignee of said mortgages; that said real estate sold for more than enough to pay the debt and interest secured by the aforesaid mortgages under which it was sold, together with the costs and expenses of said sale.

2. That your petitioner, James T. Bright, holds and is the owner of, by assignment, a judgment confessed on the 16th. day of June, 1906, by said Daniel W. Woolford and his wife, Mary F., in favor of George E. Leary and Son in the sum of ninety nine dollars, together with interest from January 16th., 1906, and .85c costs of suit, which said judgment constitute a lien on said real estate next in order and priority to the lien of the mortgages under which said real estate was sold; that your petitioner, Wm. H. Fisher, holds and owns a judgment, constituting a lien next in order and priority to the first named judgment on the real estate sold as aforesaid in the sum of one hundred and ten and 62/100 dollars, together with interest from the 3rd. day of June, 1916, the date on which said judgment was entered, and \$7.45 costs of suit; and your petitioner, James P. Keating, trading as Keating's Pharmacy, holds and owns a judgment, constituting a lien next in order and priority to the second named judgment on the real estate sold as aforesaid in the sum of eleven and 04/100 dollars, together with interest from the 17th day of June, 1916, the date of said judgment, and .60c. costs of suit.

Your petitioners, therefore, pray (a) that the surplus proceeds of the sale of the aforesaid real estate, after the payment of the mortgages to Francis D. L. Mitchell and assigned as aforesaid, accrued interest thereon, taxes in arrear and properly chargeable against the funds arising from the sale of said real estate and the expenses of the collection of said mortgages and of the sale of said real estate, may be applied, so far as may be necessary, to the payment of your petitioners' judgments in their order and according to their priority.

(b) That an order may be passed by this Honorable Court giving notice to the lien creditors of Daniel W. Woolford and Mary F. Woolford and to all persons claiming an interest in the equity of redemption in said mortgaged premises to file their claims for the benefit of the aforesaid fund remaining in the hands of said H. B. W. Mitchell, Assignee.

(c) And that your petitioners may have such other and further relief as their case may require.

Filed September 26/1916.

H. B. W. Mitchell
Attorney for Petitioners.

CERTIFICATE OF ADVERTISEMENT - Filed Jan. 4, 1917.
OF COURT NOTICE TO CREDITORS.

AUDITOR'S NOTICE TO CREDITORS

H. B. W. MITCHELL, ASSIGNEE,

vs.

DANIEL W. WOOLFORD and MARY F. WOOLFORD,
MORTGAGORS.

In the Circuit Court for Queen Anne's County, in Equity No. 2182.

Pursuant to the order of the Circuit Court for Queen Anne's County, in Equity, passed in the aforesaid cause on the 27th day of September, 1916, Notice is hereby given to all the lien creditors of Daniel W. Woolford and Mary F. Woolford and all other persons having an interest in the equity of redemption in the mortgaged property sold in the aforesaid cause and other persons who may be interested in the distribution of the funds in this cause to file their claims with the Clerk of the Circuit Court for Queen Anne's County, duly authenticated, within sixty days from the thirteenth day of September, 1916, as said funds will be distributed after said date.

Madison Brown, Auditor.

Centreville, Md., Jan. 4th 1916.

I hereby certify that the Auditors Notice to Creditors in the case of H. B. W. Mitchell vs. Daniel W. Woolford and Mary F. Woolford a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four weeks, first insertion on Sept. 30/16 before the day of 191

E. B. Goldsborough
For The Centreville Record.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twentieth day of June, in the year nineteen hundred and sixteen, Hope Sappington, et al., through Herbert E. Perkins, their Solicitor, filed the following BILL OF COMPLAINT, to wit:-

Hope Sappington,
Millington Bank of Maryland.

Ruth C. Lynch.

Vs.

Jesse G. Sylvester, widow of
William H. Sylvester, deceased.

Kate Martin Tush, sister of
William H. Sylvester, deceased.

Herbert E. Perkins, administrator
of William H. Sylvester, deceased.

In the Circuit Court for
Queen Anne's County, Md.

In Equity.

NO.

To the Honorable the Judges of said Court:

Your Orators, who sue as well for themselves as for all other creditors of William H. Sylvester, late of Queen Anne's County, deceased, who will come in and contribute to the expenses of this suit, complaining say,

First. That the said William H. Sylvester was, in his life time, indebted unto your orator Hope Sappington on a promisory note dated May 12, 1915, payable six months after date, in the full and just sum of three hundred dollars (\$300), duly probated and filed herewith as a part hereof, marked "Plaintiffs' Exhibit NO.1"; also unto your orator, the Millington Bank of Maryland, holder of a promisory note made by said deceased and wife, in favor of John P. Ahern, and endorsed by said Ahern to said Bank, in the full sum of Twelve hundred eighty nine dollars and twenty cents (1289.20) said note being dated November 3, 1915, and payable six months after date, and certified copy of said note filed herewith and made part hereof, marked "Plaintiffs' Exhibit NO. 2); also unto your orator, the Millington Bank, holder of a promissory note made by the said deceased and wife in favor of John P. Ahern, and endorsed by said Ahern to said Bank, in the full sum of Thirty nine dollars and seventy five cents (\$39.75) said said note being dated January 1, 1916, payable four months after date, duly probated and filed herewith and made a part hereof, marked "Plaintiffs' Exhibit NO.3"; also unto your orator, Ruth C. Lynch, in the full sum of One hundred and five dollars (\$105) on note dated April 23, 1914, payable one year after date, and on open account in the full sum of Nineteen dollars (\$19) duly probated and filed herewith and made part hereof, marked "Plaintiffs' Exhibit NO.4".

Second: That the said William H. Sylvester, being so indebted as aforesaid, unto your orators, and also unto divers other persons, and having real and personal estate of great value, departed this life on or about the day of March 1916, intestate, leaving a widow, Jesse G. Sylvester, who resides in said Queen Anne's County, and a sister, the said Kate Martin Tush, adult, who resides in the State of Delaware, as his only heir at law.

Third. That administration of all and singular the personal estate of the said William H. Sylvester has been lately granted by the Orphans Court for said Queen Anne's County to Herbert E. Perkins, as will appear by reference to a certificate of letters of administration granted on the estate of the said deceased, herewith filed as part hereof, marked "Plaintiffs' Exhibit NO.5".

Fourth. That your orators are informed and verily believe that said personal estate is insufficient to pay and discharge all the just debts due and owing by the said intestate, William H. Sylvester, at the time of his death, as will be shown by

reference to certificate of sales of the personalty, herewith filed and made a part hereof, marked "Plaintiffs' Exhibit NO 6", which is all of the personal estate, and the claims already probated and filed against the said estate as above referred to. That additional claims are outstanding amounting to not less than \$500, which said claims are to be probated and filed against the said estate.

Fifth. That your orators are advised and believe that said personal estate is not sufficient to discharge all the just debts due and owing by the said intestate, William H. Sylvester, at the time of his death, and that they are advised and believe that said deficiency in said personal estate should be supplied by a sale of all, or such part as may be necessary, of the real estate of their aforesaid debtor.

To the end therefore,

First. That the real estate of the said William H. Sylvester, deceased, or so much thereof as may be necessary, may be sold for the payment of so much of the aforesaid debts as may remain unsatisfied by the application of the personal estate, and those of the other unsatisfied creditors of said deceased.

Second. That your orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your orators the order of publication giving notice to the said Kate Martin Tush, of the State of Delaware aforesaid, who is a non resident of this State, of the object and substance of this Bill, and warning her to appear in this Court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any she has, why a decree ought not to be passed as prayed; and the writ of subpoena directed to the said Jesse G. Sylvester, of said Queen Anne's County, and Herbert E. Perkins, of said Kent County, warning them to appear in this Court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed.

And as in duty bound etc.

Herbert E. Perkins
Solicitor for Complainants.

PLAINTIFFS' EXHIBITS - - Filed June 20, 1916.

No. 1.

\$300.00

Chestertown, Md., May 12th, 1915.

Six months after date we promise to pay Miss Hope Sappington or order, Three hundred and 00/100 Dollars, at Chestertown, Md., value received, and if not paid when due I and each of us promise to pay the usual commission for collection, and agree to waive all right of exemption from execution issued on any judgment recovered on this note.

May 31 -1916
Examined And Will Be
Allowed When Paid By
Order of Court.
William T. Bishop,
Register of Wills.

W. H. Sylvester
Jessie G. Sylvester

STATE OF MARYLAND, KENT COUNTY, Sct:

On this 19th day of April 1916 then came Hope Sappington and in the presence of Almighty God solemnly declared that the foregoing account is just and true as stated, and that she hath not, directly or indirectly, received any part, parcel, security or satisfaction for the same, to the best of her knowledge and belief, except such part as is credited.

Mary A. Burchinal
Notary Public.

Notary
Seal
Public.

On the back of the foregoing "Exhibit No.1" was the following endorsement, to wit:-

"Oct. 6, '15 int. 6 mos. to May 12, '16 ----- \$9.00
H. E. Perkins."

EXHIBIT NO. 2.

\$1289.20 Crumpton, Md. Post Office Nov. 3, 1915.

Six months after date for value received, we jointly and severally promise to pay to J.P.Ahern, or order Twelve Hundred and Eighty Nine 20/100 Dollars at The Millington Bank of Maryland, and further agree upon defalcation to pay an attorney's fee of ten per cent. and hereby authorize any attorney of record to appear for me in any Court of Law or Equity, or before any Justice of the Peace, at the suit of the holder and confess judgment against me in favor of the holder thereof, for amount hereof, with interest and costs, with all exemption waived. (Filed May 29th, 1916.)

69473

W. H. Sylvester

No. 912141 Due May 3rd.

9⁴⁹

Jessie G. Sylvester

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, Sct: I hereby certify that the foregoing is a true and perfect copy of the face (and of the endorsements on the back) of the original Note, as filed May 29th. 1916 in the Circuit Court for Queen Anne's County in a case therein entitled "Millington Bank of Maryland, plaintiff, vs. Jesse G. Sylvester, Defendant", being No. 16 Apprs. May Term, 1916.

In testimony whereof, I hereto set my hand and affix the Seal of the Circuit Court for Queen Anne's County, this 19th day of June, A.D. 1916.
Seal's Place.

William F. Watson
Clerk Circuit Court for
Queen Anne's County.

Endorsements on the back:-

"J. P. Ahern"; "Pay any Bank or Banker Endorsement Guaranteed, The Millington Bank, Joseph Mallalieu, Cashier"; "Pay to the order of any Bank or Banker All prior endorsements Guaranteed May 2-1916 The First National Bank of Snow Hill, Md. W. E. Bratten, Cashier "

:
: 6 - 4¢ :
: and 1- 2¢ :
: In. Rev. :
: Stamps. :
: J.P.A. :
: 1-3-15. :
::

EXHIBIT NO. 3.

\$39.78 ⁸²/₂ Post Office Jan 1st 1916.

Four months after date for value received we jointly and severally promise to pay to J. P. Ahern or order Thirty nine and 78/100 Dollars At The Millington Bank of Maryland. and further agree upon defalcation to pay an attorney's fee of ten per cent. and hereby authorize any attorney of record to appear for me in any Court of Law or Equity, or before any Justice of the Peace, at the suit of the holder and confess judgment against me in favor of the holder thereof, for amount hereof, with interest and costs, with all exemption waived.

No.....Due May 1.....

W. H. Sylvester

No. A-12968

Jessie G. Sylvester

: One 2¢ Int. Rev. Stamp : May 31 1916
: Endorsed "J.P.A.1/1/16" : Examined and will be
: : allowed when paid by
: : Order of Court.

William T. Bishop
Register of Wills.

On the back of the foregoing note was the following endorsement, to wit:"J.P.Ahern."
STATE OF MARYLAND, KENT COUNTY, On the 26th day of May Nineteen hundred and sixteen

before the Subscriber a Notary Public in and for said State and County, personally appears Joseph Mallalieu, Cashier of The Millington Bank of Maryland and makes oath in due form of Law that the annexed account as stated is just and true, and he hath not directly or indirectly, received to his knowledge, any or parcel of the money charged as due by such account, or any security or satisfaction for more than credit is herein given for.

Notary Seal Public.

Sworn to before

W. I. Jarvis

Notary Public

:One 10¢ Int. Rev. Stamp
:Endorsed "W.I.J. 5/26/
: 16."
:.....

EXHIBIT NO. 4.

\$105.

P.O. Crumpton Md. Apr. 23 1914.

Twelve Months after date for value received I jointly and severally Promise to pay to R. C. Lynch or order one hundred and five Dollars At The Chestertown Bank of Maryland, and further agree upon defalcation to pay an attorney's fee of ten per cent., and do hereby authorize any attorney of record to appear for me in any Court of Law or Equity, or before any Justice of the Peace, at the suit of the holder and confess judgment in his favor against me, for the amount hereof, with interest and cost, with all exemption and stay of proceedings waived.

W. H. Sylvester

Witness:

Due

Borrowed money from R.C. Lynch , by Wm. H. Sylvester

	12		
Mar.	-	12.	dollars
March 30	--	\$	5.00
April 2	-	\$	2.00
		<u>\$</u>	<u>19.00</u>
	1914.		

Estate of William H. Sylvester, Deceased.
Dr. To Miss Ruth C. Lynch.

Note dated April 23, 1914	\$105.00
Borrowed money as per acct. attached	19.00

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, Sct:

On this 8th day of June 1916 then came Ruth C. Lynch and in the presence of Almighty God solemnly declared that the foregoing account is just and true as stated, and that she the said Ruth C. Lynch hath not, directly or indirectly, received any part, parcel, security or satisfaction for the same, to the best of her knowledge and belief, except such part as is credited.

Sidney P. Townshand, Notary Public.

Notary Seal Public

EXHIBIT NO. 5.

STATE OF MARYLAND.
QUEEN ANNE'S COUNTY, SCT:

The subscriber, William T. Bishop, Register of Wills for Queen Anne's County, doth hereby certify that it appears by the records in his office that letters of administration of all and singular the goods, chattels, personal estate and credits of William H. Sylvester, late of Queen Anne's County, deceased, was on the twenty-fifth day of April, in the year nineteen hundred and sixteen, granted and committed unto Herbert E. Perkins who filed approved bond in the penalty of the sum of Five Hundred Dollars.

In testimony whereof I hereunto subscribe my name and affix the

Seal's seal of my office this nineteenth day of June in the year nineteen hundred
Place and sixteen.

William T. Bishop
Register of Wills for Queen
Anne's County.

EXHIBIT NO. 6.

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, SCT:

The subscriber, William T. Bishop, Register of Wills for Queen Anne's County, doth hereby certify that the total amount of sales of the goods and chattels of William H. Sylvester, late of Queen Anne's County, deceased, as made by the administrator, Herbert E. Perkins, does not exceed the sum of Seven Hundred and twenty-six dollars and ninety cents (\$726.90), as appears by the Account of Sales in the said Estate, filed and passed in the Orphans' Court for Queen Anne's County, on June sixth, nineteen hundred and sixteen, and of Record in Liber R.W.T. No.1, Folios 211, etc, a Record Book of Accounts of Sales in the Orphans' Court for Queen Anne's County.

Seal's In testimony whereof I hereunto subscribe my name and affix the seal of
Place. my office this nineteenth day of June in the year nineteen hundred and
sixteen.

William T. Bishop
Register of Wills for
Queen Anne's County.

S U B P O E N A S.

QUEEN ANNE'S COUNTY, to wit:
THE STATE OF MARYLAND.

Seal of the To
Circuit Court for Herbert E. Perkins
Queen Anne's Co. of Kent County, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the 1st Monday of July next, to answer the complaint of Hope Sappington, Millington Bk. of Md., & Ruth C. Lynch against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable Albert Constable, Chief Judge of our said Court, the First Monday of June 1916.

Issued the 20th day of June in the year 1916.

Wm. F. Watson Clerk.

On the back of the aforegding Subpoena was the following endorsement, to wit:
"To lie in Office".

QUEEN ANNE'S COUNTY, to wit:
THE STATE OF MARYLAND.

Seal of the To
Circuit Court for Jesse G. Sylvester
Queen Anne's Co. of Queen Anne's County, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of July next, to answer the complaint of Hope Sappington, Millington Bk. of Md. & Ruth C. Lynch against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable Albert Constable, Chief Judge of our siad Court, the First Monday of June 1916.

Issued the 20th day of June in the year 1916.

Wm. F. Watson Clerk.

On the back of the aforegoing Subpoena was the following endorsement, to wit:-

"To lie in office."

ORDER OF APPEARANCE OF
R. HYNSON ROGERS,
SOLICITOR FOR KATE MARTIN TUSH. - Filed June 28, 1916.

Hope Sappington,
Millington Bank of Maryland,
Ruth C. Lynch.

Vs.

Jessie G. Sylvester, widow of
William G. Sylvester, deceased.

Kate Martin Tush, sister of
William G. Sylvester, deceased.

Herbert E. Perkins, administrator
of William G. Sylvester, deceased.

In the Circuit Court for
Queen Anne's County, Md.

In Equity.

No.

To William F. Watson, Clerk:

Mr. Clerk enter my appearance in the above entitled cause for Kate Martin Tush one of the defendants in said cause.

R. Hynson Rogers.

ANSWER OF R. HYNSON ROGERS,
SOLICITOR FOR KATE MARTIN TUSH. - Filed June 28, 1916.

Hope Sappington,
Millington Bank of Maryland,
Ruth C. Lynch.

Vs.

Jessie G. Sylvester, widow of
William G. Sylvester, deceased.

Kate Martin Tush, siste of
William G. Sylvester, deceased.

Herbert E. Perkins, administrator
of William G. Sylvester, deceased.

In the Circuit Court for
Queen Anne's County, Md.

In Equity.

No.

To the Honorable, the Judges of said Court:

The answer of R. Hynson Rogers, solicitor for Kate Martin Tush, sister of William G. Sylvester, deceased, to the Bill of Complaint of Hope Sappington and others against her and others in this Court exhibited. This defendant admits the matters and facts set forth in said Bill of Complaint, and consents to the passage of such a decree as may be right and proper in the premises.

R. Hynson Rogers
Solicitor for Kate Martin Tush.

ANSWER OF
HERBERT E. PERKINS, ADMINISTRATOR. - Filed June 28, 1916.

Hope Sappington, et al.,

vs.

Jesse G. Sylvester.

In the Circuit Court for
Queen Anne's County Md.

In Equity NO.

To the Honorable the Judges of said Court:-

The Answer of Herbert E. Perkins, Administrator of William H. Sylvester, de-

ceased, to the Bill of Complaint of Hope Sappington et al. against him and others in this Court exhibited.

This defendant admits the matters and facts set forth in said Bill of Complaint, and consents to the passage of such decree as may be right and proper in the premises.

Herbert E. Perkins,
Administrator of William H. Sylvester,
deceased.

ANSWER OF
JESSE G. SYLVESTER.

- Filed June 30, 1916.

Hope Sappington et al.
Vs.
Jesse G. Sylvester et al.

In the Circuit Court for
Queen Anne's County Maryland.
In Equity NO.

To the Honorable the Judges of said Court:

The Answer of Jesse G. Sylvester to the Bill of Complaint of Hope Sappington et al against her and others in this Court exhibited.

This defendant admits the matters and things set forth in said Bill of Complaint, and consents to the passage of such decree as may be right and proper in the premises.

Jessie G. Sylvester.

ORDER TO TAKE TESTIMONY.

- Filed July 21, 1916.

Hope Sappington et al.
Jesse G. Sylvester et al.

In the Circuit Court for
Queen Anne's County Maryland.
In Equity No. 2184.

This case now standing at issue, IT IS ORDERED, this 11th day of July, in the year Nineteen hundred and sixteen, that the proceedings therein be, and the same are hereby, referred to one of the standing examiners of said Court, to take and return such testimony as the parties may desire and may produce before him; he shall give such notice of his sittings for this purpose as the rule of, or the practice in, this Court Requires.

Philemon B. Hopper.

AGREEMENT TO TAKE TESTIMONY
AND WAIVING NOTICE.

- Filed July 21, 1916.

Hope Sappington,
Millington Bank of Maryland,
Ruth C. Lynch,
vs.
Jesse G. Sylvester, widow of
William G. Sylvester, deceased,
Kate Martin Tush, sister of
William G. Sylvester, deceased,
Herbert E. Perkins, Administrator
of William H. Sylvester, deceased.

In the Circuit Court for
Queen Anne's County
in Equity.
Cause No.

It is hereby agreed that the papers in the foregoing cause be and they are hereby referred to Charles E. Tucker, one of the Standing Examiners for this Court, for the taking of testimony forthwith, we and each of us hereby waiving any further

notice of the time and place of taking same.

July 21/1916.

Herbert E. Perkins
Counsel for Plaintiff.

Jessie G. Sylvester

R. Hynson Rogers
Solicitor for Kate Martin
Tush.

Herbert E. Perkins
Administrator of William H.
Sylvester.

T E S T I M O N Y .

- . Filed July 22, 1916.

Hope Sappington,
Millington Bank of Maryland,
Ruth C. Lynch,
vs.
Jesse G. Sylvester, widow of
William H. Sylvester, deceased.
Kate Martin Tush, sister of
William H. Sylvester, deceased,
Herbert E. Perkins, Administrator
of William H. Sylvester, deceased.

In the Circuit Court for
Queen Anne's County
in Equity.
Cause No. 2184.

To the Honorable, the Judges of said Court:-

Pursuant to an order of this Honorable Court passed on the eleventh day of July, in the year nineteen hundred and sixteen, referring the proceedings in the above mentioned cause to one of the Standing Examiners of this Court for the taking and return of such testimony as might be produced before him and an agreement by the respective counsel and parties to said cause, the subscriber, one of the regular Examiners for this Honorable Court, did attend, at his office in the town of Centreville, Queen Anne's County, Maryland, on the twenty first day of July, in the year nineteen hundred and sixteen, at the hour of eleven o'clock A.M., and in the presence of the respective counsel proceeded to take the following testimony, to wit:-

It was agreed by and between Herbert E. Perkins, Counsel for the Plaintiff, R. Hynson Rogers, Counsel for Kate Martin Tush, one of the Defendants, and Jessie G. Sylvester, one of the Defendants, who appeared in person, and Herbert E. Perkins, Administrator of William H. Sylvester, the other Defendant, that signatures of witnesses be waived.

Raymond C. Keith, the first witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, deposes and says:-

1st Int. State your name, residence and occupation.

Ans. My name is Raymond C. Keith. I reside in Centreville, Queen Anne's County, Maryland. My occupation is Deputy Register of Wills for Queen Anne's County.

2nd Int. Please state who was appointed Administrator of the personal estate of the late William H. Sylvester, of Queen Anne's County, deceased.

Ans. It would appear from the records in the Office of the Register of Wills for Queen Anne's County that Herbert E. Perkins was appointed Administrator of William H. Sylvester, deceased.

3rd. Int. Please state whether or not the personal estate has been appraised, and if so, state the amount of appraisement.

Ans. It has. The amount of appraisement, as appears from the Inventory filed, is \$309.05.

4th Int. Has the report of sale of personal property been filed? If so,

what is the amount as shown by the report?

Ans. It has. The amount is \$726.90.

5th Int. Please state the amount of all claims filed against the estate of the said deceased in the Office of Register of Wills at this date and to this time.

Ans. \$2,723.98, as shown by a certified copy of the claim docket in that estate.
Certified copy filed herewith and marked "Plaintiff's Exhibit No. 7.

6th Int. Has any claim for funeral expense or doctor's charges been filed?

Ans. No.

7th Int. According to the records, does it appear that there is personalty sufficient to pay the debts of deceased?

Ans. It does not.

No Cross Examination.

Examiner's Special.

Ans. I can not.

Herbert E. Perkins, being duly sworn, deposes and says:-

My name is Herbert E. Perkins, I reside in Chestertown, Maryland. I am an Attorney at Law. I am the Administrator of the personal estate of William H. Sylvester, late of Queen Anne's County, deceased, appointed by the Orphans' Court of said County, and have duly qualified. The deceased left no will.

I had the personal estate appraised, which, as is shown by appraisement filed, amounts to \$309.05. The proceeds of sales of the personalty, as shown by the Report of Sales, amounted to \$726.90.

According to the list of claims filed and the amount realized from sales of personalty, which includes all the personal property, the personal estate is insufficient to pay the indebtedness. The deficiency will have to be made up by sales of the real estate belonging to the deceased.

The funeral expenses amounting to \$64.40 have been paid by the widow, Mrs. Jessie G. Sylvester, and also Dr. Arthur E. Landers' bill amounting to \$62.50, as is shown by receipted bills herewith filed and marked "Plaintiffs' Exhibits No. 8 and 9.

Besides the claims already referred to, there is a mortgage of \$1,200 held by Miss Minnie Massey, of Chestertown, covering the two pieces of real estate owned by the deceased.

Certified copy of mortgage filed herewith and marked Plaintiffs' Exhibit No. 10.

Miss Ruth C. Lynch, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, deposes and says:-

1st Int. State your name and residence.

Ans. My name is Ruth C. Lynch. I reside near Crumpton, Queen Anne's County, Maryland.

2nd Int. Do you know the parties to this suit? (Counsel for Plaintiffs here reads from the Bill of Complaint the names of the parties.)

Ans. I know them all, except one of the Plaintiffs, Miss Hope Sappington.

3rd Int. What relation are you to the Defendant, Jessie G. Sylvester?

Ans. Sister.

4th Int. Did you know the late William H. Sylvester? Is he living or dead and when did he die?

Ans. I knew him. He is dead. He died at his home on the third day of April, 1916, near Crumpton, Queen Anne's County.

5th Int. Did the deceased leave a last will and testament?

Ans. No.

6th Int. Did the deceased leave a widow surviving him?

Ans. Yes. Her name is Jessie G. Sylvester, who lives near Crumpton, Queen Anne's County.

7th Int. Please give the names and residences of the heirs at law of the deceased.

Ans. His sister, Mrs. Kate Tush, of Townsend, Delaware. She is the only heir. I have heard that he did have a half sister, but who I understand is dead, having died when she was quite young, leaving no issue.

8th Int. Please state in what amounts and how the deceased was indebted to you at the time of his death.

Ans. He owed me \$100.00 on a note dated April 23rd, 1914, payable twelve months after date, at The Chestertown Bank of Maryland; also he owed me \$12.00 borrowed March 12th, 1914, \$5.00 borrowed March 30th, 1914, and \$2.00 borrowed April 2nd, 1914.

9th Int. Please state whether or not you have received any of the above indebtedness.

Ans. No.
The above claim shown by "Plaintiff's Exhibit No. 4" is filed herewith.

10th Int. Did the deceased leave any real estate? If so, describe it and state your opinion as to its value.

Ans. Yes, he left a house in Crumpton, Queen Anne's County, situate on the Main Street in Crumpton, adjoining the property of Mr. James Bowers, George Butler and in the rear the property adjoins Mr. George I. Harrison.
It is a two story frame building with three rooms and a hall down stairs and back buildings, and three rooms and a hall above, in good condition; also a large frame stable in Crumpton, on the river shore. It adjoins Mrs. Armstrong and Mr. William Sparks, in good condition. It has a lot adjoining it.
In my opinion, I would say together they are worth \$2,000. The house I put at \$1,500 and the stable and lot adjoining at \$500.

Cross Examination by Mr. Rogers.

1st Int. What paper is that which is attached to "Plaintiff's Exhibit No. 4" on which you have a memorandum? Is it the original paper?

Ans. I had an old bank book and I set the money down on one of the leaves of the bank book just as it was borrowed and I tore the leaf from the bank book and that is the memorandum which you have asked about.

2nd Int. You say that this memorandum of the different amounts claimed to have been borrowed from you by Mr. William Sylvester was made at the time each amount was borrowed.

Ans. Yes.

3rd Int. Was this money paid in cash or by check?

Ans. In cash.

4th Int. Was any one present at the time these payments were made?

Ans. I think not sir. I know not. When Will would want some money, I lent it to him.

Examiner's Special.

Ans. I do not.

John P. Ahern, the next witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, deposes and says:-

1st Int. State your name, residence and occupation.

Ans. John P. Ahern. My residence in Millington, Maryland. I am a merchant and President of The Millington Bank.

2nd Int. Do you know the parties to this suit? (Counsel for Plaintiffs here reads from the Bill of Complaint the names of the parties.)

Ans. I know all of them except Hope Sappington and Mrs. Kate Martin Tush.

3rd Int. Did you know the late William H. Sylvester? Is he living or dead and if dead, when did he die?

Ans. I knew him. He is dead. He died two or three months ago. I can not give the exact date.

4th Int. Did the deceased leave a last will and testament?

Ans. Not so far as I know.

5th Int. Did the deceased leave a widow surviving him?

Ans. Yes. Mrs. Jessie G. Sylvester, who lives near Crumpton.

6th Int. Please state, if you can, the names and residences of the deceased's heirs at law.

Ans. I do not know any, except the widow. I have heard that he had a sister in Townsend, Delaware, but no other heirs.

7th Int. Did the deceased leave any real estate? If so, describe it and state your opinion as to its value.

Ans. Yes, he left two pieces of real estate. There is a two story frame dwelling at Crumpton and a large stable, disconnected. I do not know just how much land belongs to each building. The value of the dwelling I should say was approximately \$1200, the barn \$400. This value is based on the value of the buildings and does not include the land. I do not know how much land there is and can only approximate its value. I should approximate the value of the lot the dwelling is on at \$250, and the lot on which the barn is at \$100, making the total value around \$1,950.

8th Int. Please state in what capacity you are connected with the Millington Bank.

Ans. As President and Director.

9th Int. Please state whether or not the deceased in his life time was indebted to the Millington Bank.

Ans. Yes, a note of \$1,289.20 was given to me by William H. Sylvester and Jessie G. Sylvester, dated November 3rd, 1915, for six months, and discounted by me at the Millington Bank. This note was for lumber and building material and amount paid carpenters, which amount is now due and owing to the Bank, no part having been paid.

The note of January 1st, 1916, to my order made by William H. Sylvester and Jessie G. Sylvester, for \$39.78, was discounted by me at the Millington Bank and is now due the Bank. This note was made up of interest and insurance that I paid for him and some other items I can not recall. No part of this note has been paid.

Another note was dated January 1st, 1916, from William H. Sylvester and E. T. Leager to James Leager and was discounted by James Leager at the Bank, payable six months after date, for \$68.26, with interest amounting to \$2.42, total \$70.68. This note was not paid at maturity and was protested. No part has been paid.

Counsel for Plaintiff offers in evidence a certified copy of the judgment of \$1,289.20 filed herewith and marked "Plaintiff's Exhibit No. 2"; the probate of \$39.78 filed herewith and marked "Plaintiff's Exhibit No. 3"; the claim of Hope Sappington on note of May 12th, 1915, payable in six months, for \$300, signed by William H. Sylvester and Jessie G. Sylvester, filed herewith and marked "Plaintiff's Exhibit No. 1".

No Cross Examination.

Examiner's Special.

Ans. No, sir. I know of nothing else.

Counsel for Plaintiffs files herewith with the Examiner as a part of this evidence, certificate showing grant of Letters of Administration on the goods, chattels, &c., of William H. Sylvester, late of Queen Anne's County, deceased, to Herbert E. Perkins, and marked "Plaintiff's Exhibit No. 5". And at the same time, he offers in evidence and files with the Examiner a certificate showing the amount of sales in the William H. Sylvester estate and marked "Plaintiff's Exhibit No. 6".

There being no further testimony to be offered or witnesses to be examined, and neither party desiring further time for the production of evidence, your Examiner herewith respectfully makes his Return, together with his Exhibits marked respectively "Plaintiff's Exhibit No. 1", "2", "3", "4", "5", "6", "7", "8", "9" and "10", and certifies that he was engaged as such Examiner two days and examined four

witnesses, making costs chargeable to Plaintiffs as follows:-

Charles E. Tucker, Examiner,	\$8.00
Raymond C. Keith, Witness,	.75
Ruth C. Lynch, "	.75
John J. Ahern, "	.75
	<u>10.25</u>

Chas. E. Tucker
Examiner.

EXHIBITS NOS. 1, 2, 3, 4, 5, 6, returned with the foregoing Testimony, will be found recorded just following the BILL OF COMPLAINT.

EXHIBIT NO. 7. - Filed July 22, 1916.

Name of Deceased WILLIAM H. SYLVESTER.

1916.		
May 23	John A. Bottomly, account for cash	\$20.00
" 31	Millington Bank of Maryland - note payable to J.P. Ahern, or order, Jan. 1st, 1916, for 4 mos.	39.78
31	Hope Sappington note May 12th 1915 - 6 mos. to May 12, 1916 ^(Amt. of Int)	300.00
July 12	Chestertown Bank of Maryland - note Dec. 20/1915, 6 mos. interest from June 20/1916	75.00

STATE OF MARYLAND. QUEEN ANNE'S COUNTY. SCT:

I, William T. Bishop, Register of Wills for Queen Anne's County, do hereby certify that the annexed is a true copy of the Record of claims filed as probated and passed by the Orphans' Court for Queen Anne's County, against William H. Sylvester, deceased, on this date at 12.30 P.M. and I do further certify that there has been filed in my office awaiting the action thereon of the Orphans' Court a copy of a judgment for \$1289.20 with interest thereon from date thereof, which judgment was in the case of the Millington Bank of Maryland vs. Jesse G. Sylvester, May Term 1916. in the Circuit Court for Queen Anne's County, and which copy of said judge- is now on file in my office as a claim against William H. Sylvester, deceased.

Seal's
Place.

In testimony whereof I hereunto subscribe and the seal of my office affix, this twentyfirst day of July in the year nineteen hundred and sixteen.

William T. Bishop,
Register of Wills for Queen Anne's
County.

EXHIBITS NOS. 8 and 9. - Filed July 22, 1916.

Crumpton Md.
May 4 - 1916.

Mrs. Gertrude Sylvester

To Bradley & Sparks Dr.

To burial of husband Wm. H. Sylvester

April 6	Casket	45.00
" "	Arch board	2.50
" "	6 pr. burial gloves	1.25
" "	Opening & bricking grave	8.00
" "	Bricks lime Cement & hauling	7.65
		<u>64.40</u>

Paid June 12/1916

Bradley & Sparks

QUEEN ANNE'S COUNTY, to wit: be it remembered that on the tenth day of November, in the year nineteen hundred and thirteen, the following MORTGAGE was brought to be recorded, to wit:-

T H I S M O R T G A G E, made this 8th. day of November, in the year nineteen hundred and thirteen, by and between William H. Sylvester and Jesse Gertrude Sylvester, his wife, Mortgagors, of Queen Anne's County, State of Maryland, of the one part, and Minnie E. Massey of Kent County, and State of Maryland, Mortgagee, of the other part.

WHEREAS, the said Mortgagors are justly indebted unto said Mortgagee in the full sum of One Thousand(\$1,000.00) (being money loaned and advanced by said Mortgagee to said Mortgagors) for which said sum and the interest thereon the said Mortgagors have passed to said Mortgagee, five promissory notes all bearing even date herewith; one of them for said principal sum of One Thousand Dollars payable two years after date; and the other four of said notes for the sum of Thirty Dollars each (for interest on said loan) payable respectively at six, twelve, eighteen and twenty four months after date,

AND WHEREAS, this mortgage is made to secure the payment of said debt, and the interest thereon, in the manner and at the times limited in aforesaid promissory notes and the performance of all the covenants hereinafter mentioned-the execution hereof being a condition precedent to the making of said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, the said William H. Sylvester and Jesse Gertrude Sylvester, his wife, do grant unto the said Minnie E. Massey, her heirs and assigns, in fee simple, all those pieces or parcels of ground situate, lying and being in Queen Anne's County aforesaid, and described as follows, to wit:-

First: Lot or parcel of land situate, lying and being in the town of Crumpton in Queen Anne's County aforesaid, on the easterly side of Broad Street and even depth of one hundred and fifty feet.

Being the same lot of land that was conveyed to the said William H. Sylvester by Ella N. Walls, by deed dated 30th. day of October, 1913 and to be recorded among the Land Records of said Queen Anne's County prior to recording of this mortgage.

Second: Lot or parcel of ground lying and being in the town of Crumpton in said County, fronting on the Cross Street running from Main Street to Chester River, a distance of one hundred and seventy feet with an even depth of one hundred and twenty feet, adjoining lots now owned by Eliza B. Armstrong. Being the same lot of land that was conveyed to the said William H. Sylvester by David A. Clements and wife by deed dated October 22, 1913, and to be recorded among the land records of said county prior to recording of this mortgage.

Third: The one-half undivided interest of the said Jesse Gertrude Sylvester in lot of land situate, lying and being on the west side of the public road leading from Millington to Church Hill, adjoining the lands of James Walls and Warren Grandberry, containing 73 acres of land, more or less. Being the same tract of land that was conveyed to the said Jesse gertrude Sylvester and Ruth C. Lynch in a partition deed of Perry L. Lynch, et al., dated the 26th. day of August, 1913, and recorded in Liber W.F.W.No.3, folio 572 etc., a land record book for Queen Anne's Co., Md.

TOGETHER with the buildings and improvements thereupon, and the rights,

roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

AND it is hereby Agreed thAt in the event of sale of the above described property and the power of sale hereinafter expressed, all annual crops pitched, planted or growing upon said property at the time of sale, shall pass to the purchaser of said property.

To HAVE and To HOLD the aforesaid lots or parcels of ground and premises, unto and to the proper use and benefit of the said Minnie E. Massey, her heirs and assigns forever.

PROVIDED, that if the said William H. Sylvester and James Gertrude Sylvester, their heirs, executors, administrators or assigns, shall pay each of said notes at the times and in the manner limited in each of them, respectively, including five per cent commission for collecting any of said notes which may not be paid at maturity, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

AND it is agreed that, until default be made in the premises the said Mortgagors shall possess the aforesaid property, upon paying in the meantime, all insurance premiums, taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property; which insurance premiums, taxes, assessments, public dues, charges mortgage debt and interest due, the said Mortgagors for themselves and for their heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable.

BUT if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and these presents are hereby declared to be made in trust, and the said Minnie E. Massey, or HERBERT E. PERKINS, Chestertown, Maryland, her Attorney or Agent, is hereby authorized and empowered at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in manner following, viz:- Upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, Maryland, and such other notice as the party making said sale shall deem proper, which said sale may be at public auction (or that failing at pprivate sale) to the highest bidder, and for cash or credit, at the option of the party making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including all counsel or attorney's fees, and the actual cost of such bond as may be secured by the party or parties making the sale in some approved Surety Company, and a commission to the party making sale of said property, equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said mortgagee, her personal representatives and assigns, under this mortgage, whether the same shall have then matured or not; and the surplus (if any there be) shall be paid to the said mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

BUT in case the mortgage debt, interest and costs are paid after default (and also after filing of the bond required by law in foreclosure proceedings by

the party undertaking to make sale of said property) by any one entitled to pay the same, or said sale is withdrawn at the request of said mortgagors, or any of them, then the said Mortgagors for themselves, and for their heirs personal representatives and assigns, do hereby further covenant to and with the said Mortgagee, her heirs, personal representatives and assigns to pay to the party undertaking to make sale of said property under the powers hereby before granted, a commission on the said mortgage debt and accrued interest thereon, equal to one-half of the commission allowed Trustees for making sale of property by virtue of a decree of the Court having equity jurisdiction in the State of Maryland, together with all costs incurred, including a counsel or attorney's fee of thirty dollars.

AND the said Mortgagors, for themselves, and for their heirs, executors, administrators and assigns do further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least their full insurable value, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said mortgagee, or her assigns, to the extent of their lien or claim hereunder.

AND the said Mortgagors for themselves and for the heirs, executors and administrators and assigns do further covenant to pay unto the said Mortgagee or her personal representatives or assigns hereunder any insurance premiums or charges on any property covered by this mortgage paid by the said Mortgagee or her personal representatives or assigns hereunder.

AND the said Mortgagors do further covenant that they will neither do nor suffer to be done, pending the existence of this mortgage, any act or thing whereby the said premises and land may be depreciated or lessened in value.

Witness our hands and seals.

Test:-

Sidney P. Townshend.

WILLIAM H. SYLVESTER (SEAL).

JESSIE GERTRUDE SYLVESTER(SEAL)

State of Maryland, Kent County, to wit:-

I hereby certify that on this 8th. day of November, in the year nineteen hundred and thirteen, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County, aforesaid, personally appeared William H. Sylvester and Jessie Gertrude Sylvester, and they each acknowledged the foregoing mortgage to be their respective act.

Notary
Seal
Public

As witness my hand and Notarial Seal.

Sidney P. Townshend.
Notary Public.

State of Maryland, Kent County, to wit:-

I hereby certify that on this eighth day of November, in the year nineteen hundred and thirteen, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Minnie E. Massey and made oath in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

(Notary)
(Public)

As witness my hand and Notarial Seal.

Sidney P. Townshend.
Notary Public.

STATE OF MARYLAND

Queen Anne's County, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber W.F.W.No.4, folios 220 etc., a Land Record Book for Queen Anne's County.

Seal's
Place.

In testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Queen Anne's County, this 21st. day of July, in the year nineteen hundred and sixteen.

William F. Watson
Clerk of the Circuit Court for
Queen Anne's County, Md.

DECREE FOR SALE.

Filed Aug. 7, 1916.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

Hope Sappington, et al.,

vs.

Jesse G. Sylvester, et al.,

Cause No. 2184.

This Cause standing ready for hearing and being submitted, without argument, and the proceedings read and considered,

It is thereupon, this Seventh day of August, in the year nineteen hundred and sixteen, by the Circuit Court for Queen Anne's County, adjudged, ordered and decreed that the real estate of William H. Sylvester, deceased, in the proceedings mentioned, or so much thereof as may be necessary for the payment of his debts, be sold; that Herbert E. Perkins be, and he is hereby, appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty of Two Thousand Dollars (\$2000.00), conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in Queen Anne's and Kent Counties as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one-third cash, one-third in six months and one-third in twelve months, the credit portions to bear interest and to be secured to the satisfaction of the Trustee, and, as soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them, or either of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

And at the time of advertising said sale the Trustee is directed to give

notice to the creditors of said William H. Sylvester, deceased, to file their claims, with the vouchers thereof, with the Clerk of this Court on or before the fifteenth day of December next.

Philemon B. Hopper.

BOND WITH SECURITY APPROVED. - Filed August 15, 1916.

KNOW ALL MEN BY THESE PRESENTS that we, Herbert E. Perkins, of Kent County, State of Maryland, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND DOLLARS (\$2,000.00), 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, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twelfth day of August, in the year nineteen hundred and sixteen.

WHEREAS by a Decree of the Circuit Court for Queen Anne's County in Equity, bearing date the seventh day of August, in the year nineteen hundred and sixteen, and passed in a Cause in said Court wherein Hope Sappington, the Millington Bank of Maryland and Ruth C. Lynch are Plaintiffs, and Jesse G. Sylvester, widow of William H. Sylvester, deceased, Kate Martin Tush, sister of William H. Sylvester, deceased, and Herbert E. Perkins, Administrator of William H. Sylvester, deceased, are Defendants, being Cause No. 2184 on the Chancery Docket of said Court, the above bounden Herbert E. Perkins has been appointed Trustee to make sale of certain real estate in the proceedings in the aforesaid cause mentioned;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Herbert E. Perkins do and shall well and faithfully perform and execute 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 be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:-
Ralph Townshend.

HERBERT E. PERKINS (SEAL)
UNITED STATES FIDELITY AND
GUARANTY COMPANY,
By Richard D. Lang.

{ U.S.Fidelity &
Guaranty Company }
{ Corporate }
{ Seal }

ATTEST:-
Wm. M. Pegram.
Asst. Secty.

RELEASE OF DOWER OF JESSE G. SYLVESTER. - Filed Sept. 5/1916.

Hope Sappington, et al.	¶	In the Circuit Court for
Vs.	¶	Queen Anne's County, Md.
Jesse G. Sylvester et al.	¶	In Equity.
	¶	No. 2184.

I, Jesse G. Sylvester, of Queen Anne's County, widow of William H. Sylvester, deceased, do hereby agree that the real estate of the said deceased shall be sold under the direction of this Court, free from the incumbrance of my dower therein, and that in lieu thereof I will accept such proportion of the proceeds of sale of said estate as to this Court shall seem Just and reasonable.

Jessie G. Sylvester.

REPORT OF SALE. - Filed Sept. 20, 1916.

Hope Sappington et al.	¶	In the Circuit Court for
Vs.	¶	Queen Anne's County Maryland.
Jesse G. Sylvester, widow of	¶	In Equity.
William H. Sylvester, deceased.	¶	No. 2184.
et al.	¶	

To the Honorable the Judges of said Court:-

The Report of Herbert E. Perkins, trustee, appointed by a decree of this Honor-

able Court, passed August 7, 1916, to make sale of certain real estate therein mentioned, respectfully shows: That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Chestertown Transcript," a weekly newspaper published and printed in Kent County Maryland, and in the "Centreville Record", a weekly newspaper published and printed in Queen Anne's County Maryland, as per certificate of insertion of advertisement hereto attached, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the front of the Court House door in Centreville, Maryland, on the 5th day of September 1916 at 11.30 o'clock A. M. and then and there proceeded to offer at public sale said property in manner following, that is to say,

Your trustee offered at public sale the house and lot on Main Street in Crumpton Maryland, designated in the advertisement as NO.1, together with the adjoining vacant lot with frontage of sixty feet, described in the testimony filed in this case, as belonging to said parcel, although erroneously omitted in the advertisement, which fact was announced by your trustee at the time, receiving as the highest offer the sum of \$975.

Your trustee then offered the stable and lot on Cross Street in Crumpton, designated in the advertisement as No. 2, receiving as the highest bid for same the sum of \$100.

Your trustee then offered all of the above property as a whole, receiving as the highest offer the sum of \$1084, which having deemed inadequate, he therefore withdrew, announcing same could be purchased from him at private sale. Since which time your trustee has sold at the sum of \$1900 the said property, it being the highest offer made. And the terms of sale have been complied with.

Herbert E. Perkins
Trustee.

State of Maryland, Kent County, to wit:

I hereby certify that on this 19th. day of September 1916, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E. Perkins, trustee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Sidney P. Townshend
Notary Public.

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT. - Filed Sept. 20, 1916.

TRUSTEES SALE
OF VALUABLE
DWELLING & STABLE
in Crumpton, Md.

Under and by virtue of a Decree of the Circuit Court for Queen Anne's County, Maryland, passed in Chancery Cause No. 2184, entitled Hope Sappington et. al., vs, Jesse G. Sylvester, et. al. the undersigned, as Trustee, will offer at public sale in front of the Court House door, in Centreville, Maryland, on TUESDAY, SEPTEMBER 5, 1916 at 11.30 o'clock A.M., No. 1. - ALL THAT LOT OF LAND situate in Crumpton, Maryland,

on Main Street, with frontage of sixty feet and a depth of one hundred and fifty feet, adjoining the land of James Bowers and the same property conveyed to William H. Sylvester by Ella N. Walls, by deed dated October 30th, 1913, recorded in Liber W.F.W., No. 4, folio 219., a Land Record Book of Queen Anne's County. This Lot is improved by a Two-story FRAME DWELLING in good condition. The House is now occupied by Mrs. Chandler.

NO.2. ALL THAT LOT OF LAND situate in Crumpton, Maryland, on Cross Street running from Main Street to Chester River, with frontage of one hundred and seventy feet and depth of one hundred and twenty feet, adjoining the lands of Eliza B. Armstrong. The same property that was conveyed to William H. Sylvester by David A. Clements by deed dated October 22nd, 1913, and recorded in Liber W.F.W., No. 4, folio 217, a Land Record Book for Queen Anne's County. Improved by a New, Large Frame Stable.

TERMS OF SALE. - One-third of purchase money to be paid in cash on day of sale, and balance in two equal installments, payable in six and twelve months from day of sale; all unpaid purchase money to bear interest from day of sale, and to be secured to the satisfaction of the Trustee. All title papers at cost of the purchaser!

J. T. Jester, Auctioneer.

HERBERT E. PERKINS,
Trustee.

THE CENTREVILLE RECORD

CENTREVILLE, MD., September 5, 1916.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the Advertisement in the case of Sappington et al vs Sylvester et al cause no. 2184 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for Four Successive weeks before the 5th day of September in the year 1916.

Filed Sept. 20/1916.

THE CENTREVILLE RECORD PUBLISHING CO.

By Edwin H. Brown Jr.
President.

N I S I.

Filed Sept. 20, 1916.

Hope Sappington, et al.

vs.

Jesse G. Sylvester, et al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

Chancery No.2184. IN EQUITY .

ORDERED, This 20th day of September A.D., 1916, that the sale of the real estate and property made and reported in this cause by Herbert E. Perkins, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 27th day of October next.

The Report states the amount of sales to be \$1900.00.

Filed September 20th, 1916.

William F. Watson, Clerk.

CERTIFICATE OF PUBLICATION OF ORDER NISI. - Filed Dec. 4, 1916.

NISI

HOPE SAPPINGTON, ET AL.

VS.

JESSE G. SYLVESTER, ET. AL.

In the Circuit Court for Queen Anne's County in Equity. Chancery No.2184.

ORDERED. This 20th day of September, A.D., 1916, that the sale of the Real Estate and Property made and reported in this cause by Herbert E. Perkins, Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 27th day of November, next: provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 27th day of October, next.

The Report states the amount of sales to be \$1,900.00

WM. F. WATSON, Clerk.

True Copy --

Test--WM. F. WATSON, Clerk.

Filed Sept. 20th, 1916.

S23t4

THE CENTREVILLE RECORD

CENTREVILLE, MD., Nov. 27, 1916.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the Nisi in the case of Sappington et al vs. Sylvester et al. a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (1st. insertion Sept. 23rd 1916) before the 27th day of October in the year 1916.

The Centreville Record Publishing Co.

By E. H. Brown Jr.
President.

FINAL ORDER OF RATIFICATION OF SALE. - Filed Dec. 9, 1916.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this ninth day of December, 1916, that the sale made and reported by the trustee aforesaid be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the ODER NISI passed in said cause; and the trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Filed Dec. 9th, 1916.

PHILEMON B. HOPPER.

CERTIFICATE OF PUBLICATION OF NOTICE TO CREDITORS. - Filed Nov. 30, 1917.

NOTICE TO CREDITORS

In the Circuit Court for Queen Anne's County, in Equity.

HOPE SAPPINGTON ET AL.

Vs.

JESSE G. SAPPINGTON ET AL.
Chancery Docket, Cause No.2184.

Pursuant to the order of the Circuit Court for Queen Anne's County, sitting as a Court of Equity, passed the 28th day of August, 1917, in above cause, NOTICE is hereby given to the creditors of William H. Sylvester, deceased, to file their claims against him, with the vouchers thereof, with the Clerk of the Circuit Court for Queen Anne's County, on on before the first day of November next.

HERBERT H. PERKINS,
Trustee of above Cause.

THE CENTREVILLE RECORD

CENTREVILLE, MD., NOV. 30, 1917.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the notice to creditors in the case of Sappington et al vs Sappinton et al a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 1st day of November in the year 1917.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown Jr.
President.

WAIVER OF DOWER ALLOWANCE OR CLAIM
BY WIDOW.

- Filed Apr. 10, 1918.

April 5, 1918.

In the interest of the creditors I hereby waive all my right and interest in the proceeds of sale of my husbands' estate that would be allowed me under the law in lieu of my dower interest.

Jesse G. Sylvester.

AFFIDAVIT OF WIDOW AS TO HER AGE AND HEALTH.

State of Maryland, }
County of Kent. }

I hereby certify that on this 4th day of March 1918 before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Jesse G. Sylvester and made oath in due form of law that she is 48 years of age and in good health.

Jesse G. Sylvester

Sworn and subscribed to before me the day and year above written.

Eben F. Perkins
Notary Public.

Notary
Seal
Public.

COPY OF DIVIDEND IN PERSONAL ESTATE. - Filed Apr. 10, 1918.

In the Matter of the Estate of } In the Orphans' Court
William H. Sylvester, deceased. } for
Queen Anne's County.

DIVIDEND.

QUEEN ANNE'S COUNTY. SCT: (DR.)

Herbert E. Perkins, Administrator of all and singular the Goods, Chattels and Personal Estate of William H. Sylvester, deceased.

This accountant charges himself with the balance due by him to the estate of his decedent by his first and preference Account filed in and passed by the Orphans' Court for Queen Anne's County, on the fourth day of September, 1917, as by reference to said account will appear, to wit:-

\$403.06

From which deduct the cost of making, copy and recording statement of claims and this dividend, copies thereof and cost of stating, recording and copy of final administration account based on payments under this dividend account,

17.50

Balance for distribution among the creditors of said deceased, to wit:-

\$385.56
\$385.56

The foregoing balance (not being sufficient to pay the creditors of said decedent their claims against him in full) distributed pro rata among said claims will pay at the rate of .156 cents on the dollar, and will give to each as follows:-

Number Claim.	Name of Claimant.	Amount of Claim	Amount of Dividend.
1.	John Bottonley,	21.60	3.39
2.	Millington Bank of Maryland,	42.96	6.72
3.	Hope Sappington,	322.50	50.21
4.	Chestertown Bank of Maryland,	80.25	12.52
5.	Millington Bank of Maryland,	1398.35	218.20
6.	Millington Bank of Maryland,	72.70	11.33
7.	Kent County Savings Bank,	148.05	23.10
8.	Davis A. Clements	178.04	27.78
9.	S. G. Caldwell,	32.40	5.06
10.	Charles A. Bradley	7.43	1.18
11.	B. W. Duling	11.40	1.83
12.	Sudlersville Bank of Maryland,	149.73	23.40
13.	J. E. Higman,	4.86	.84
Total amount of claims, - - - -		\$2479.27	
Total amount of dividend- - - -			385.56
Total amount for distribution- - - -			385.56

STATE OF MARYLAND. QUEEN ANNE'S COUNTY. SCT:

The foregoing Dividend Account in the Estate of William H. Sylvester, deceased, was on this fourth day of September, nineteen hundred and seventeen, examined and approved by the Orphans' Court for Queen Anne's County, and ordered to be filed and recorded.

Certified per (signed) William T. Bishop.
Register of Wills for
Queen Anne's County.

STATE OF MARYLAND. QUEEN ANNE'S COUNTY. TO WIT:-

I, William T. Bishop, Register of Wills for Queen Anne's County, DO HEREBY CERTIFY that the foregoing is a true copy of the DIVIDEND in the Estate of William H. Sylvester, late of Queen Anne's County, State of Maryland, deceased, as the same appears from the record thereof, in Liber W.T.B.No.1, folios 146, &c., a Record Book of Administrator's Accounts in the Orphans' Court for Queen Anne's County, Maryland.

SEAL'S
PLACE.

IN TESTIMONY WHEREOF, I do hereunto subscribe my name and the seal of my office affix, this twelfth day of January, in the year nineteen hundred and eighteen.

William T. Bishop
Register of Wills for Queen Anne's
County, State of Maryland.

AUDITOR'S REPORT AND ACCOUNT. - Filed Apr. 10, 1918.

In the Circuit Court for Queen Anne's County in Equity.

Hope Sappington

vs.

Jessie G. Sylvester et al.

Chancery Docket,

Cause No. 2184.

To the Honorable, the Judges of said Court:

The report of Madison Brown, Auditor, unto Your Honors respectfully sets forth:

That it appears from an examination of the proceedings of the above cause that the personal estate of William H. Sylvester mentioned therein was insufficient for the payment of his debts; that a statement of the claims filed against his personal estate in the Orphans' Court of said county has been filed in this cause as an exhibit; that the auditor procured and returns with this audit a copy of the dividend of the personal estate among his creditors as stated in the Orphans' Court.

That the claim of Ruth C. Lynch against said William H. Sylvester has been filed in this cause as "Exhibit No. 4"; that this claim did not participate in the distribution of the personal estate.

That Jessie G. Sylvester, the widow of said William H. Sylvester, deceased, filed with the auditor a paper releasing or waiving her rights in the proceeds of sale as widow consenting to a sale free of her dower, which paper the auditor returns with the audit; that for this reason the said widow is allowed no part of the sales, and that amount which she would have received if the release mentioned had not been filed is distributed among the creditors of William H. Sylvester.

That the proceeds of sale made in this cause is insufficient for the payment of the amounts due the creditors of said deceased remaining after the application to said claims of the personal estate.

That in the within account Herbert E. Perkins, the trustee, is charged with the gross sale made by him, and is then thereout allowed his commissions for making the sale, under the rule of this court, costs of advertising the sale and several orders nisi of the cause, court and auctioneer's fees, and the fee of the auditor. There is allowed unto said Ruth C. Lynch .156 per cent. of her said claim for the purpose of putting her on the same footing with the other creditors, the percentage mentioned being that received by the other creditors in the personal estate dividend.

The amount remaining after these allowances is not sufficient to pay the claims of the creditors in full, and is distributed among the creditors of William H. Sylvester pro rata, each receiving of his or her claim .71938/ on the dollar of the claim.

That the names of the creditors are taken from the statement of claims and dividend above mentioned, for it does not appear that the creditors filed in this court their claims, excepting, of course, the creditors whose claims are exhibits with the bill.

April 10, 1918.

Respectfully submitted,

Madison Brown, Auditor.

The Proceeds of the Sale of the Real Estate of William H. Sylvester, late of Queen Anne's County, deceased, in account with Herbert E. Perkins, Trustee appointed to make sale of said Real Estate.

=====	
1916.	Cr.
Sept. 20.	By gross sales of said real estate, per report of sale filed this date, to wit: - - - - -
	\$1900.00

	Dr.
" "	To Herbert E. Perkins, trustee, for his commissions on said sale, to wit: - - - - -
	\$117.50
"	do., for the cost of his bond with corporate surety thereon filed herein for two years, per bill for same, to wit:
	20.00
"	do., for the charges of G. A. Whitely, Auctioneer, for crying sale, to wit:
	10.00
"	do., for the cost of advertising sale of said real estate in Transcript (Kent County paper), per receipted bill for same, to wit:- - - - -
	16.50
"	do., for cost of advertising sale and order nisi thereon in Centreville Record, per receipted bill, to wit: - - - - -
	22.87
"	do., for costs of advertising notice to creditors in Ventreville Record, per bill for same, to wit: - - - - -
	3.75
"	do., court costs of this cause, per bill of costs as follows: due to W.F. Watson, late Clerk, his costs, 12.15
	J.F. Rolph, Clerk, his costs, 40.00
	W.T. Bishop, Reg. Wills, his costs, 3.00
	H.E. Perkins, Appear. fee, 10.00
	R.H. Rogers, " " 10.00
	C.E. Tucker, Examiner, 8.00
	Witnesses before Examiner, 2.25
	85.40
"	do., for costs of advertising order nisi as to this report, to wit:- - - - -
	3.00
"	Madison Brown, Auditor, for stating this account, to wit: - - - - -
	18.00
"	balance, to wit: - - - - -
	1602.98
	<u>\$1900.00</u> <u>\$1900.00</u>
=====	

Sheet #1.

#2.	By balance brought forward, to wit:	\$1602.98
	To Ruth C. Lynch, creditor of Wm. H. Sylvester, deceased, but who did not participate in the distribution of her personal estate, .156 per cent. of her claim of \$142.58 against him for purpose of putting her on same footing with the other creditors of deceased, or the sum of - - - - -	\$22.25
	To balance, to wit: - - - - -	1580.73
		<u>\$1602.98</u> <u>\$1602.98</u>

tion of Audit in the case of Hope Sappington et al. vs. Jesse G. Sylvester et al Equity case No. 2184 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 2nd day of May in the year 1918.

THE CENTREVILLE RECORD PUBLISHING CO.

Filed June 27th, 1918.

By E. M. Forman.

FINAL ORDER RATIFYING AUDIT. - Filed June 27th, 1918.

ORDERED, this twenty seventh day of June, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County, in Equity, that the foregoing and within Report and Account of the Auditor be, and is hereby finally ratified and confirmed, no cause to the contrary having been shown although notice appears to have been given by the due publication of the order of ratification nisi, as required by the terms thereof, and the trustee is authorized and directed to pay and disburse in accordance therewith.

Filed June 27th, 1918.

PHILEMON B. HOPPER.

NOW THE CONDITION of the above obligation is such that if the above bounden William W. Beck well and faithfully perform the trust reposed in him by said power in said mortgage, and shall well and truly abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void.

Signed, sealed and de-	:	William W. Beck	(SEAL)
livered in the presence of Alice	:	Lewis W. Wickes	(SEAL)
R. Smith.	:	W. T. Martin	(SEAL)

The above Bond and Securities approved this _____ day of _____ 18.

On the back of the foregoing bond was thus endorsed to wit: Security approved and Bond Filed June 28th 1916.

Wm. F. Watson, Clerk.

CERTIFIED COPY OF MORTGAGE AND ASSIGNMENTS. Filed June 28, 1916.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the first day of January in the year nineteen hundred and fifteen, the following mortgage was brought to be recorded to wit:

THIS MORTGAGE, Made this thirty first day of December, in the year one thousand nine hundred and fourteen, by and between William H. Hess and Katie Hess, his wife, mortgagors, of Queen Anne's County, State of Maryland, of the one part, and Jennie B. Whaland, Mary B. Whaland, and John D. Urie, all of Kent County, State aforesaid, of the other part mortgagees.

WHEREAS, the said mortgagors are justly indebted unto said mortgagees in the full sum of Twenty One Hundred and thirty seven 75/100 Dollars (2137.75/100) (being money loaned and advanced by said mortgagees to said mortgagors) for which said sum and the interest thereon the said mortgagors have passed to said mortgagees their promissory notes all bearing even date herewith, one to Jennie B. Whaland for \$1600 and one to Mary B. Whaland for \$400 both of which notes are payable one year after date, with 6% int. from date payable semiannually thereon, and which notes have priority as liens over the notes of the said John D. Urie and one note to said Urie for \$137.75/100 with int. payable seven months after date at the Kent County Savings Bank at Chestertown, Maryland, said notes all providing for the payment of 10% commissions for collection if not paid when due authorizing judgment by confession on such contingency with waiver of all exemptions and stay of proceedings, said loans being to liquidate prior purchase money mortgage and accrued interest on the hereby mortgaged lands.

AND WHEREAS, this mortgage is made to secure the payment of said debt and the interest thereon, in the manner and at the time limited in aforesaid promissory note or renewals thereof as hereinafter stipulated, and all public taxes which may be levied or assessed thereon and the performance of all the covenants hereafter mentioned- the execution thereof being a condition precedent to the making of said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One dollar, the said William H. Hess and Katie Hess, mortgagors, do grant unto the said mortgagees, their heirs or assigns, in fee simple, all those pieces or parcels of land situate, lying and being in the First Election District of said Queen Anne's County now forming and making up the farm of the said William H. Hess and containing one hundred and thirty two acres, more or less, on the public road leading from Sudler-

sville, Md., to Kenton, Delaware, adjoining the lands of Mrs. Annie and Levi Everett and others and which tracts were conveyed to the said William H. Hess by 2 deeds of William H. Jacobs and wife, one dated August 2nd A.D. 1907. and recorded in Liber S.S. #3. folio 329 etc., of the Land Records for said Queen Anne's County and the other dated May 14th A.D. 1910 and recorded in Liber S.S. #8. folio 98 etc., of said Land Records, both of which tracts were formerly a part of Eugene Coppage lands; conveyed to the said William H. Jacobs by deeds of Phil H. Tucker et. al reference to which deeds to and from said Wm. H. Jacobs is to be made for a fuller description of the hereby mortgaged lands.

AND the said mortgagors further bargain and sell to the said John D. Urie to secure his note the following described personal property, ten acres in rye and thirty acres in wheat on said mortgaged farm only a 1/2 int. therein belonging to said Wm. H. Hess as landlord.

TOGETHER with the buildings and improvements thereupon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said mortgagees aforesaid, their heirs and assigns forever.

PROVIDED, that if the said William H. Hess and Katie Hess or their heirs, executors, administrators or assigns, shall pay said mortgage debt and interest and said promissory note at maturity or any renewal or renewals thereof either in whole or in part as the parties hereto may agree from time to time to renew said loan or any part thereof and any interest that may occur on said note or on any of said renewal notes and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that until default be made in the premises, the said William H. Hess his heirs or assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured, which taxes, assessments, public dues, charges, mortgage debt and interest as evidenced by said promissory notes or any of said renewals the said William H. Hess and Katie Hess, mortgagors, for themselves, their heirs, executors, administrators or assigns, do hereby covenant to pay, when legally demandable.

BUT, if default be made in payment of said money, or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and these presents are hereby declared to be made in trust, and the said mortgagees, or their personal representative or assigns, or John D. Urie, of Chestertown, Maryland, their Attorney or Agent are hereby authorized and empowered at any time after such default to sell the property hereby mortgaged, or so much thereof, as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in manner following viz:-

UPON giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in said Queen Anne's County, Maryland, and such not

-tice as the party making sale shall deem proper, which said sale may be at public auction (or that failing, at private sale) to the highest bidder, and for cash or credit, at the option of the party making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including an attorney's fee of thirty dollars and a commission to the party making sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a Decree of a Court having equity jurisdiction in the State of Maryland, including a fee of twenty-five dollars for preparing and furnishing the required bond; secondly to the payment of all claims of the said mortgagees, their personal representatives and assigns, under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

BUT in case of debt, interest and costs are paid after default (and also after filing of the bond required by law in foreclosure proceedings by the party undertaking to make sale of said property, by any one entitled to pay the same, or said sale is withdrawn at the request of said mortgagor or any of them, then the said mortgagors, for themselves, their heirs, personal representatives or assigns, do hereby further covenant to and with the said mortgagees, their heirs, personal representatives and assigns and to pay to the party undertaking to make sale of said property under the powers herein before granted, a commission on the said mortgage debt and accrued interest thereon, equal to one half of the commission on the said mortgage debt and accrued interest thereon, equal to one half of the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, together with all costs and expenses incurred, including a fee of twenty five dollars for preparing and furnishing the required bond.

AND the said mortgagors for themselves, their heirs, executors, administrators and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured, the improvements on the hereby mortgaged land to the amount of at least their insurable value and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire, to insure to the benefit of the said mortgagees, or their assigns, to the extent of their lien or claim hereunder.

AND the said mortgagors, for themselves, their heirs, executors, administrators and assigns, do further covenant to pay unto the said mortgagees, or their personal representatives or assigns hereunder any insurance premiums or charges on any property covered by this mortgage paid by the said mortgagees or their personal representatives or assigns hereunder.

AND the said mortgagors do further covenant that they will neither do nor suffer to be done, pending the existence of this mortgage, any act or thing whereby the said premises and land may be depreciated or lessened in value.

WITNESS our hands and seals.

Test:

Jesse B. Burchinal

Wm. H. Hess (SEAL)
her
Katie X Hess (SEAL)
mark

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this 31st day of _____ in the year nineteen hundred and fourteen, before the subscriber, a Notary Public of the State of Maryland,

in and for Kent County, State aforesaid, personally appeared William H. Hess and Katie Hess, his wife, the within named mortgagors and each acknowledged the foregoing mortgage to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal.

Notary

James B. Burchinal

Seal

Notary Public

Place.

STATE OF MARYLAND, KENT COUNTY, TO WIT:

I hereby certify that on this thirty first day of December, in the year one thousand nine hundred and fourteen, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County, State aforesaid, personally appeared John D. Urie, one of , and Attorney for the remainder of the within named mortgagees, and made oath in due form of law that the considerations set forth in the foregoing mortgage is true and bona fide as therein set forth, and the said John D. Urie also made oath in due form of law that he was duly authorized as the agent of the remaining mortgagees to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Jesse B. Burchinal

Notary

Notary Public.

Seal

Place.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the sixth day of June in the year Nineteen Hundred and fifteen the following assignment was brought to be recorded to wit:

FOR value received, we hereby assign the within mortgage to Anna E. Physick to the amount of two thousand dollars (\$2000.00) with interest from July 1st 1915.

WITNESS our hands and seals this third day of July 1915.

Test:

Jennie B. Whaland (SEAL)

Lewis W. Wickes

Mary B. Whaland (SEAL)

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty eighth day of June in the year Nineteen Hundred and sixteen the following assignment was brought to be recorded to wit:

FOR value received, I hereby opign the within mortgage to William W. Beck

Witness my hand and seal this 26th day of June A.D. 1916.

TEST:

Anna E. Physick (SEAL)

Alice R. Smith

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the foregoing is truly taken and copied from Liber S.W.F.W. No.1, folio 349 etc., a Land Record Book for Queen Anne's County.

IN THESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen ANNE'S County this 28th day of June A.D. 1916.

Circuit

Wm. F. Watson, Clerk.

Court

Seals

Place.

REPORT OF SALES.

William W. Beck, : In the Circuit Court for
Assignee : Queen Anne County.
: In Equity. No. 2186.
VS :
William H. Hess :
Katie Hess :
his wife. :
::

TO THE HONORABLE, THE JUDGES OF SAID COURT.

The report of William W. Beck the assignee of the mortgage from William H. Hess and wife to Jennie B. Whaland, et al dated the thirty-first day of December, nineteen hundred and fourteen, and recorded in Liber W.F.W. No. 6 Folio 349 etc. one of the Land Records for Queen Anne County, Maryland and a copy of said mortgage filed herewith respectfully shows:-

· THAT default having been made under said mortgage by the failure to pay the principle and interest when the same became due and payable, and the said William W. Beck, assignee, having given twenty days notice of the time, place, manner and terms of sale by publication in the Centreville Record and Centreville Observer, two newspapers published and printed in Queen Anne County, aforesaid, once in four seccessive weeks prior to the day of sale and having given bond with security approved by the clerk of this Court, the said William W. Beck assignee, did on Tuesday the Twenty-fifth of JULY nineteen hundred and sixteen, at twelve o'clock noon in front of the Court House in Centreville, Queen Anne County, Maryland, offer the mortgaged real estate at public sale, and then and there sold the same to James F. Everett, he being the highest bidder there fore at and for the sum of Twenty four hundred forty two dollars (\$2442.00). The said property being the William H. Hess farm situated in the First Election district of Queen Anne County aforesaid, which farm was conveyed to the said William H. Hess by two deeds of William H. Jacobs and wife, dated August second Nineteen hundred and seven and May fourteenth Nineteen hundred and teen and recorded in liber S. S. No. 3 folio 329 etc, and liber S. S. No. 8 folio 98, respectively.

AND the purchaser has complied with the terms of sale.

Respectfully submitted,
William W. Beck
Assignee.

STATE OF MARYLAND, KENT COUNTY, TO WIT:-

I hereby certify that on this 26 day of July 1916, before me a subscriber a Notary Public, of the State of Maryland, in and for Kent County aforesaid personally appeared William W. Beck and made Oath in due form of law that the matters and facts stated in the foregoing report are true to the best of his knowledge and belief and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Sidney P. Townshend
Notary Public.

Notary
Seals
Place

NISI

William W. Beck : IN THE CIRCUIT COURT
 Assignee : FOR QUEEN ANNE'S COUNTY
 VS. : IN EQUITY
 :
 William H. Hess. :
 Katie Hess, his wife. Chancery No. 2186

ORDERED, This 27th day of July A.D., 1916, that the sale of the real estate made and reported in this cause by William W. Beck, assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the Second day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Annes County, Maryland, once in each of four successive weeks before the 31st day of August next.

THE REPORT states the amount of sales to be \$2442.00

Filed July 27th 1916.

Wm. F. Watson Clerk.

THE CENTREVILLE RECORD.

Centreville, Md., Oct. 7, 1916.

THE CENTREVILLE RECORD PUBLISHING COMPANY, hereby certifies that the advertisement in the case of W. W. Beck Assignee VS Hess, a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four weeks.-1st insertion July 1st 1916., before the 25th day of July in the year 1916.

THE CENTREVILLE RECORD PUBLISHING COMPANY.

By E. H. Brown Jr.

President.

THE CENTREVILLE RECORD PUBLISHING CO.

Centreville, Md., August 5, 1916

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the Nisi in the case of Wm W. Beck, Assignee, VS Wm H. Hess and Wife a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 31 day of August in the year 1916.

THE CENTREVILLE PUBLISHING CO.

By B. L. Goldsboro

STATEMENT OF MORTGAGED INDEBTEDNESS.

William W. Beck : In the Circuit Court for
 Assignee. : Queen Annes County
 -VS- : In Equity. No. 2186.
 William H Hess, :
 Katie Hess. :

William H. Hess and Katie Hess, his wife.

To William W. Beck, Dr.

1916 June 26th, To amount of Mortgaged indebtedness to William W. Beck	\$2000.00
To interest from July 3rd, 1915 to JULY 25, 1916.	127.34
Total.....	\$2127.34

STATE OF MARYLAND, KENT COUNTY, TO WIT:-

I hereby certify that on this 5th day of October in the year Nineteen hundred and sixteen before me, the Subscriber A Notary Public, of the State of Maryland in and for Kent County aforesaid, personally appeared William W. Beck and he made oath in due form of law that the above statement of mortgaged indebtedness is true and bona fide as therein set forth.

Sidney P. Towhshend
Notary Public.

Notary
Seals
Place..

FINAL ORDER FILED OCT.16th, 1916.

ORDERED this 14th day of October in the year Nineteen hundred and sixteen, that the sale within reported by William W. Beck, Assignee named in mortgage referred to in his said report of sale be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given in accordance with the preceeding order.

THE Assignee is allowed the usual Chancery Commissions, and for his expenses not personal when vouchers thereof are filed.

Philemon B. Hopper.

AUDITOR'S REPORT AND ACCOUNT, FILED JANUARY 24TH 1917.

IN the Circuit Court for Queen Anne's County in Equity.
 William W. Beck, Assignee,)
 vs.) Chancery Docket,
 William H. Hess and Katie Hess.) Cause No. 2196

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Madison Brown, Auditor, respectfully sets forth:

That he has stated thw within account between the proceeds of the sales therein reported and W. W. Beck, the party making said sale, first charging unto said W W.Beck the gross proceeds of the sales made by him, as per his report, and then thereout allowing him the commissions and fee provided for in the mortgage mentioned in said cause, the cost of advertising the sale and the several order nisi of the cause, the auctioneer's fee for crying the sale, certain taxes due by William H. Hess, the auditor's fee, and then the balance remaining after the above allowances, said balance not sufficient to pay the mortgage debt in full.

A statement of the mortgage debt is appended to the account, and shows the application to the debt due on the mortgage sale of the amount allowed to said W.W. Beck as above set forth.

Respectfully submitted,
 Madison Brown
 Auditor.

January 17, 1917. THE proceeds of the Sales of the Mortgaged Real estate of William H. Hess and Katie Hess, his wife, in account with William W. Beck, Assignee of Mortgage, party making sale of the mortgaged real estate under a power of sale contained in the mortgage mentioned in the above cause.

Cr.

1916
 July 25. By gross proceeds of sale of the mortgaged real estate,
 per report of sale filed July 27, 1916, to wit..... \$2,442.00

Cr. \$2,442.00
Dr.

1916

July 25. TO William W. Beck, Assignee, party making mortgage sale, for his commissions for making said sale, per terms of mortgage, to wit:..... \$ 142.37

" do., for the fee provided for in said mortgage as additional compensation for making the said sale, to wit:..... 30.00

" do., for the cost of advertising notice of the sale of mortgaged real estate, the order nisi thereon, and the order nisi to be passed in relation to this report and account, in Centreville Record, per receipt, to wit:..... 28.12

" do., for the cost of advertising notice of sale of said mortgaged real estate in Centreville Observer, per bill for same, to wit:..... 24.75

" do., for the cost of advertising notice of sale of said mortgaged real estate in the Kent News, per receipt for same, to wit:..... 10.00

" do., for the amount paid John H. Greenwood, Auctioneer, for crying sale of said real estate, per receipt for same, to wit:..... 12.00

" do., for the state and county taxes due by William H. Hess, Mortgagor, for year 1915, and paid by said Assignee to E. T. Clough, Treasurer, per receipted statement for same, to wit:..... 45.16

" do., for the court costs of above proceedings as follows, per statement of Clerk of Court, to wit:

Costs of W.F. Watson, Clerk	\$19.25	
Appear. fee of W.W. Beck,	<u>10.00</u>	<u>29.25</u>
Amounts carried forward, to wit:.....		\$321.65
	\$2,442.00	
Amounts brought forward, to wit:	\$2,442.00	\$321.65

To Madison Brown, Auditor, for stating this account, to wit:..... 9.00

" William W. Beck, Assignee, on account of the amount due him under the mortgage mentioned in the proceedings of said cause on day of sale, this balance, same not being sufficient to pay said mortgage indebtedness in full, to wit:..... \$2,111.35

\$2,442.00 \$2,442.00

STATEMENT OF MORTGAGE DEBT.

Amount due by the mortgage mentioned in said cause on day of sale, July 25, 1916, per statement of mortgage indebtedness filed, to wit:.....\$2,127.34

Cr: By amount applicable thereto, per the foregoing account, to wit:.....\$2,111.35

Balance due by said mortgage, to wit:.....\$15.99

This balance bears interest from July 27, 1916.

January 17, 1917.

Madison Brown
Auditor.

NISI RATIFICATION OF AUDIT

William W. Beck, Assignee	}	IN THE CIRCUIT COURT
VS.		FOR QUEEN ANNE'S COUNTY
William H. Hess		IN EQUITY
Katie Hess		CASE NO. 2186

ORDERED, This 24th day of January in the year nineteen hundred and Seventeen that the Report and Account filed in these proceedings by Madison Brown Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of February 1917; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of February 1917 in some newspaper printed and published in Queen Anne's County.

Filed January 24th, 1917.

Wm F. Watson Clerk.

THE CENTREVILLE RECORD.

Centreville, Md., Feb 10, 1917 .

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the Nisi Audit in the case of W. W. Beck Assignee vs. Hess and wife, Chy. 2186 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 12th day of February in the year 1917.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown Jr.

President.

FINAL ORDER, Filed March 19, 1917.

ORDERED, this Seventeenth day of March, in the year nineteen hundred and seventeen, by the Circuit Court for Queen Anne's County in Equity and by the authority thereof, that the within and foregoing report and account of Madison Brown, Auditor, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given in accordance with the order nisi passed in the above cause on the twenty fourth day of January, nineteen hundred and seventeen, in relation to said report and account, and William W. Beck, party making sale of the real estate reported sold in said cause be and he is hereby directed to apply the proceeds of sale in accordance with said report and account.

Philemon B. Hopper.

BOND FILED January 15th 1916.

KNOW ALL MEN BY THESE PRESENTS:

That we, Harvey L. Cooper of Caroline County and State of Maryland, as principal, and the Maryland Casualty Company, a corporation of the State of Maryland, authorized by its charter to become sole surety on bonds as surety, signed with the hand of Harvey L. Cooper, its Attorney in Fact, said Power of Attorney being filed Among the Land Records for Caroline County, are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred Dollars, current money of the United States to be paid to the State of Maryland, to which payment well and truly to be made and done, we bind ourselves and every of us, our and every of our heirs, executors, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, - sealed with our seals and dated this 9th day of January, nineteen hundred and seventeen.

WHEREAS the above bounded Harvey L. Cooper, by virtue of the power contained in a mortgage from Charles E. Gibbs and Sarah Gibbs, his wife, to Harvey L. Cooper, bearing date the 4th day of December, 1906, and recorded among the Land Record Books for Queen Anne's County in Liber S. S. No. 2, Folio 267, which said mortgage has several assignments on same, the last being to Harvey L. Cooper on the 8th day of January, 1917, and

WHEREAS the said Harvey L. Cooper is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the covenants and conditions therein contained,

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Harvey L. Cooper does and shall well and truly, and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

Harvey L. Cooper (SEAL)

Elizabeth Mac Donald

Maryland Casualty Co.

Seals

Place.

ATTEST:

Elizabeth Mac Donald.

Security approved and Bond filed January 15th 1917.

CERTIFIED COPY OF MORTGAGE.

QUEEN ANNE'S COUNTY, to wit: be it remembered that on the eighteenth day of December nineteen hundred and six, the following mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this Fourth day of December, nineteen hundred and six, by Charles E. Gibbs and Sarah Gibbs, his wife, of Caroline County and State of Maryland.

WHEREAS we owe Harvey L. Cooper the full and just sum of One Hundred and Seventy Five Dollars, same being cash loaned this day, to be paid two years from date hereof, with interest thereon payable annually; To better secure the prompt payment of said principal and all installments of interest thereon when and as each

shall become due and payable, as aforesaid, this mortgage is executed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that for and in consideration of the premises and the further sum of one dollar, we, the said Charles E. Gibbs and Sarah Gibbs, do grant and convey unto the said Harvey L. Cooper, his heirs and assigns in fee simple, All that piece or parcel of land with improvements thereon and rights, appurtenances and advantages thereto belonging, situate, lying and being in the Sudlersville District of Queen Anne's County, Maryland and described as follows: Beginning for the same in the center of the public road leading from Ingleside to Templeville at a corner for John Tharp's land and runs thence with said road South 80 1/4 degrees west 70 7/10 perches, thence north 60 degrees east 32 5/10 perches, thence south 9 degrees east 84 4/10 perches to the place of beginning, containing Twelve Acres and Thirty One Square perches of land, more or less, and is the same land conveyed to Charles E. Gibbs on the 27th day of December 1898 by deed of Record in Liber W. H. C. No. 9, Folio 57, a Land Record Book for Queen Anne's County.

PROVIDED, that if we shall cause to be paid the said principal and interest, punctually at the times limited for the payment of the same as aforesaid, and perform all the covenants herein contained, then this mortgage shall be void. And that until default, we may possess said property, and we covenant to pay as they severally fall due the said principal and all instalments of interest hereby intended to be secured, all taxes that may be levied on said property when the same shall become due and payable, and all costs and attorney's commissions and charges incurred in the collection of said principal and interest, or any part thereof; and to insure immediately and pending this mortgage to keep insured the improvements on said premises to the amount of at least their insurable value in some insurance company to be first approved by the mortgagee, his personal representatives or assigns, and to have the policy so framed and endorsed that the proceeds thereof shall be applied to the payment of the indebtedness, aforesaid, but, in case of default of any covenant herein, then the whole debt, principal and interest, hereby secured shall be immediately due and demandable, and the said mortgagee, his personal representatives or assigns, their attorney, are hereby authorized to sell said mortgaged property pursuant to law and convey the same to the purchaser and upon the following terms, viz: Cash on day of sale, or for cash and credit at the option of the person making such sale, and to apply the proceeds to the payment of, FIRST, all expenses incident to such sale, including compensation to the person selling as to Trustees in Equity; and if, settlement of the indebtedness hereunder, principal, interest and commissions as aforesaid, be made after advertisement and before sale, then we covenant to pay one half of said compensation reckoned on the amount due hereunder, SECOND, all moneys due hereunder, as aforesaid; and, THIRD, the balance to us or to whoever may be entitled to the same.

WITNESS the hands and seals of the said mortgagors.

TEST;

Ernest J. Cooper

Charles Gibbs (SEAL)

Sarah Gibbs (SEAL)

STATE OF MARYLAND, CAROLINE COUNTY, to wit:

I hereby certify, that on this fourth day of December, nineteen hundred and six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Charles E. Gibbs and Sarah Gibbs, his wife, and acknowledged the foregoing mortgage to be their act; and now at the same time before me also personally appeared Harvey L. Cooper, the within named mortgagee, and made oath in due form of law that the consideration set forth in the foregoing

mortgage is true and bona fide as therein set forth.

WITNESS my hand and seal of office.

Notary
Seal
Public

Ernest J. Cooper.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the fifteenth day of January in the year nineteen hundred and seventeen, the following Assignments were brought to be recorded, to wit:

For value received, I hereby transfer and assign the within and foregoing mortgage to Jennie Stafford.

WITNESS my hand and seal this 17th day of December, nineteen hundred and six.

TEST: Laura Wix

Harvey L. Cooper (SEAL)

FOR value received I hereby transfer and assign the within and foregoing mortgage to Harvey L. Cooper.

WITNESS my hand and seal this 8th day of January, 1917.

TEST: Emily Pendleton

Jennie Stafford (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber S. S. No. 2 folio 267, a land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this fifteenth day of January, nineteen hundred and seventeen.

Circuit Court
Seals
Place.

William F. Watson
Clerk of the Circuit Court for
Queen Anne's County.

Filed January 15th 1917.

REPORT OF SALE AND ORDER NISI. FILED FEB. 16th 1917.

HARVEY L. COOPER, assignee	()	
VS	()	IN THE CIRCUIT COURT
CHARLES E. GIBBS and	()	FOR QUEEN ANN'S COUNTY
SARAH GIBBS.	()	IN EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE report of Harvey L. Cooper, assignee, respectfully shows:

FIRST: That on the 4th day of December, 1906, Charles E. Gibbs and Sarah Gibbs, his wife, executed a deed of mortgage to Harvey L. Cooper on ALL that piece or parcel of land situate, lying and being in the Sudlersville District of Queen Anne's County, Maryland, described as follows: Beginning for the same in the center of the public road leading from Ingleside to Templeville, at a corner for John Tharp's land, and runs thence with the said road south 80 1/4 degrees west, 70 7/10 perches, thence north 60 degrees east 32 5/10 perches, thence south 9 degrees, east 84 4/10 perches to the place of beginning, containing TWELVE ACRES and THIRTY ONE SQUARE PERCHES of land, more or less, and is the same land conveyed to Charles E. Gibbs on the 27th day of December, 1898, by deed of record in Liber W.E.

C. No. 9, Folio 57, a Land Record Book for Queen Anne's County.

SECOND: That default occurred in the covenants and conditions in said mortgage contained on the part of Charles E. Gibbs and Sarah Gibbs, his wife, their heirs and personal representatives to be performed.

THIRD: That your assignee, by virtue of a power of sale vested in him by said mortgage, after having given more than twenty days notice of the time, place, manner and terms of sale by advertisement inserted in The Centreville Observer, a weekly newspaper, printed and published in Queen Anne's County (as will appear by copy of said advertisement with printer's certificate thereto annexed, filed herewith as part of this report and marked Exhibit "A") and after having given bond to the State of Maryland in the penalty of Five Hundred Dollars, with surety approved by the Clerk of this Court, did attend at public sale in front of Knotts and Davis' Store, in the town of Templeville, Queen Anne's County, Maryland on Saturday, February 10, 1917, between the hours of one and two o'clock P.M. and did then and there sell said real estate to James Thomas, he being then and there the highest bidder therefore, at and for the price and sum of \$300.00.

Your assignee further reports that the terms of sale have been complied with.

Respectfully submitted.

Harvey L. Cooper.

Assignee.

STATE OF MARYLAND, CAROLINE COUNTY TO WIT:

I HEREBY CERTIFY, that on this 14th day of February, nineteen hundred and sixteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Harvey L. Cooper, assignee, and made oath in due form of law that the matters and things set forth in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Elizabeth Mac Donald.

Notary Public.

Notary

Seals

Place.

THE CENTREVILLE OBSERVER.

Centreville Md., Feb. 13, 1917.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignee's Sale of Real Estate in the case of Harvey L. Cooper, Assignee, vs Charles E. Gibbs and Sarah Gibbs a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 10th day of February in the year 1917.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By S. Chas. Walls.

Sec'y.

Harvey L. Cooper, Assignee

vs

Charles E. Gibbs and Sarah Gibbs.

NISI

o In the Circuit Court
o for Queen Anne's County
o in Equity.
o
o

ORDERED this 16th day of February, A.D. nineteen hundred and sixteen, that the sale of the property mentioned in these proceedings, made and reported by Harvey L. Cooper, assignee, be ratified and confirmed, unless cause to the contrary be shown on or before the 20 day of April next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County once in each of four successive weeks before the 20th day of March next.

THE report states the amount of sale to be Three Hundred Dollars.
 Filed Feb. 16, 1917. Wm. F. Watson. Clerk.

THE CENTREVILLE OBSERVER.

Centreville Md., May 10, 1917.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Harvey L. Cooper, Assignee, vs Charles E. Gibbs and Sarah Gibbs a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, the last insertion being before the 20th day of March in the year 1917.

The Centreville Observer Publishing.

By S. Chas. Walls.

Filed May 10, 1917..

Secy-Treas.

FINAL ORDER FILED MAY 10, 1917.

ORDERED, this 10th day of May, nineteen hundred and seventeen, by the Circuit Court for Queen Anne's County in Equity, and by authority of said Court that the sale of the property mentioned in these proceedings, made and reported by Harvey L. Cooper, assignee, be ratified and confirmed, no cause to the contrary having been shown, although due public notice appears to have been given as required by previous order of this Court. The assignee is allowed the usual commissions and all expenses, not personal, when proper vouchers are filed with the auditor.

W. H. Adkins.

AUDITORS REPORT AND ACCOUNT FILED MAR. 1st, 1918.

In the Circuit Court for Queen Anne's County in Equity.

Harvey L. Cooper, Assignee,	Plaintiff,	:	
	vs.	:	
Charles E. Gibbs et al.,	Defendants.	:	Chancery
		::	Docket, # 2199
		:	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Madison Brown, Auditor, unto Your Honors respectfully sets forth:

THAT he has stated the within account by first charging unto Harvey L. Cooper, the party making sale of the mortgaged real estate reported said in the above cause, the gross amount of the sale by him made, and there out allowing unto him his commissions for making sale, per terms of mortgage, costs of advertising sale, several orders nisi of this cause, costs of auctioneering sale, certain taxes by him paid on mortgaged property, court and insurance costs, in accordance with the vouchers filed with the auditor, the amount of the mortgaged debt on day of sale in full, and auditor's fee.

AFTER these allowances there remains the sum of \$38.74 as the net sale, to remain subject to the future order of this court.

Respectfully submitted,

Madison Brown

Feb. 26, 1918.

Auditor.

The Proceeds of the Mortgaged Real Estate of Charles E. Gibbs, Mortgagor, in Account with Harvey L. Cooper, Assignee of Mortgage, Vendor under power of sale in said mortgage contained.

Cr.

1917.
Feb. 10.

By gross amount of sale, per report of sale filed Feb. 16, 1917, to wit:----- \$300.00

Dr.

To Harvey L. Cooper, Assignee, for his commissions for making sale, per terms of mortgage, to wit:----- 21.00

" do., for court costs of this suit, as follows:
H. L. Cooper, Appear. Fee, \$10.00
W. F. Watson, late Clerk, 17.50 27.50

" do., for costs of advertising sale and order nisi thereon in Centreville Observer, and of handbills, per receipt. 26.25

" do., for costs of advertising order nisi as to this account, to wit: 3.00

" do., for state and county taxes due by mortgagor and paid, per receipted bill, 6.51

" do., for amount paid James Temple for crying sale, per receipt,----- 10.00

" do., for costs of his bond with corporate surety thereon, per receipt, 5.00

" do., for costs of fire insurance on property sold, per receipt, to wit: 4.50

" do., for the amount of mortgage debt on day of sale, per statement filed, to wit:----- 153.00

" Madison Brown, Auditor, for this acct., 4.50

" balance, to wit:----- 38.74

\$300.00 \$ 300.00

1917.

Feb. 10. By balance brought down, to wit: \$ 38.74

Feb. 26th., 1918.

Madison Brown Auditor.

NISI RATIFICATION OF AUDIT. FILED MARCH 1ST, 1918.

Harry L. Cooper, Assignee

vs.

Charles E. Gibbs et, al.

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

IN EQUITY

CASE NO. 2199

ORDERED, This 1st day of March in the year nineteen hundred and eighteen that the Report and Account filed in these proceedings by Madison Brown auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of March 1918; provided a copy of this order be published once a week in each of two successive weeks before the 18th day of march 1918 in some newspaper printed and published in Queen Anne's County.

J. F. Rolph Clerk.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this fifteenth day of August, in the year nineteen hundred and sixteen, the following Order to Docket Suit was filed for record to wit:

J. Frank Harper,
Assignee of Mortgage,

vs.

Owen M. Chambers and
Lillie E. Chambers, his wife,
Mortgagors.

:
: In the Circuit Court for
:
: Queen Anne's County
:
: in Equity.
:
: Cause No. 2191.
:

William F. Watson, Clerk:-

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in the papers in said Cause a certified copy of the mortgage from Owen M. Chambers and Lillie E. Chambers, his wife, to James T. Earle, bearing date November 30th, 1912, and of the assignment of said mortgage by the said James T. Earle to James T. Earle, Trustee Rosa Perry, bearing date December 4th, 1912, and of the assignment of said mortgage by the said James T. Earle, Trustee Rosa Perry, to Rosa Perry Price, bearing date December 18th, 1913, and of the assignment of said mortgage by the said Rosa Perry Price to J. Frank Harper, bearing date July 19th, 1916, the said mortgage and assignments being recorded in Liber W. F. W. No. 2, folios 313, etc., a land record book for Queen Anne's County, Maryland.

THIS SUIT, to be instituted as aforesaid, is a suit for the foreclosure of the above described mortgage under the power of sale contained therein, by reason of default in the payment of the principal mortgage debt covenanted to be paid therein in the time provided for the payment of same.

J. Frank Harper.

Assignee of Mortgage.

BOND FILED AUG. 15TH 1916.

KNOW ALL MEN BY THESE PRESENTS, that we, J. Frank Harper, of Queen Anne's County, in the State of Maryland, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of NINE HUNDRED DOLLARS (\$900.00), current money of the United States, to be paid to the State of Maryland aforesaid, 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, administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this tenth day of August in the year nineteen hundred and sixteen.

WHEREAS a certain mortgage from Owen M. Chambers and Lillie E. Chambers, his wife, to James T. Earle, bearing date the thirtieth day of November, nineteen hundred and twelve, and recorded in Liber W. F. W. No. 2, folios 313, etc., a land record book for Queen Anne's County, State of Maryland, was, by the said James T. Earle, duly assigned to James T. Earle, Trustee Rosa Perry, by assignment bearing date the fourth day of December, nineteen hundred and twelve, and was, by the said James T. Earle, Trustee Rosa Perry, duly assigned to Rosa Perry Price by assignment bearing date the eighteenth day of December, nineteen hundred and thirteen, and was, by the said Rosa Perry Price, duly assigned to the said J. Frank Harper by ass-

ment bearing date the nineteenth day of July, nineteen hundred and sixteen, the said assignments being recorded in said land record book for Queen Anne's County aforesaid at the foot of said mortgage;

AND WHEREAS the above bounden J. Frank Harper, the Assignee of said mortgage as aforesaid, is about to execute the power of sale contained in the aforesaid mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt named in said mortgage at the time therein provided for the payment thereof;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden J. Frank Harper do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:-

Nellie G. Meredith.

U.S.F.andG. CO.

Seals

Place.

J. Frank Harper (SEAL)

UNITED STATES FIDELITY AND
GUARANTY COMPANY,

By R. Howard Bland

Vice-President.

ATTEST:-

J. A. Richardson

Asst. Secretary.

CERTIFIED COPY OF MORTGAGE AND ASSIGNMENT.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the fourth day of December, in the year nineteen hundred and twelve, the following MORTGAGE and ASSIGNMENT was brought to be recorded to wit:-

THIS MORTGAGE, made this thirtieth day of November, in the year nineteen hundred and twelve, by Owen M. Chambers and Lillie E. Chambers, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Owen M. Chambers and Lillie E. Chambers, his wife, are justly indebted unto James T. Earle, of County and State in the sum of Five Hundred Dollars (\$500.00) current money, for money this day loaned unto them to complete the payment on the hereinafter described real property and for which said sum they have passed unto the said James T. Earle their promissory note of even date herewith payable two years after date at The Centreville National Bank of Maryland, said note being endorsed across its face in red ink "Principal mortgage note, secured by mortgage of even date herewith", and for the interest to accrue thereon they have passed unto the said James T. Earle, their four other promissory notes of even date hereof, each for the sum of fifteen dollars, and all payable at the said bank in six, twelve, eighteen and twenty-four months from their respective dates, and each of said four notes being endorsed across the face thereof, "Interest note, secured by mortgage of even date"; and whereas it was a condition precedent to the making of said loan that these presents be executed to secure the same and all interest that might accrue thereon.

NOW THEREFORE in consideration of the premises and the sum of one dollar the said Owen M. Chambers and Lillie E. Chambers, his wife, do hereby grant and convey un-

to James T. Earle, his heirs and assigns in fee simple, all of that lot, tract, parcel or part of a tract of land, situate, lying and being in the second election district of County and State aforesaid and adjoining the lands of Curtis E. Crane, Mrs. Frank Hall, et. al., and containing forty acres of land, more or less; this being the same land described in a deed of conveyance from Willie W. Sewell, et al. to the said Owen M. Chambers, said deed being dated the 22nd. day of November, A. D. 1912, and being recorded among the land records for Queen Anne's County, in Liber W. F. V. No. 2, folio..., to which said deed and the references therein contained, reference is hereby made for a full and more complete description of the land hereby granted.

TOGETHER with all rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining, and the buildings and improvements thereon erected and being. And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale, shall pass to the purchaser of said property.

PROVIDED, that if the said Owen M. Chambers and Lillie E. Chambers, his wife, their heirs, executors, administrators or assigns, shall well and truly pay to the said James T. Earle, his successors, executors, administrators or assigns, the aforesaid sum of Five Hundred Dollars, and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Owen M. Chambers, and Lillie E. Chambers, their heirs and assigns shall possess said property.

AND the said Owen M. Chambers and Lillie E. Chambers, his wife, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorneys commissions and charges incurred in the collection of said debt and interest, or any part of either and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of full insurable value, in some Company or Companies approved by the said James T. Earle, his successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, ... successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

BUT, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable, and the said James T. Earle, his executors, administrators or assigns, or JAMES T. EARLE, his and their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such

other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not; and third, the balance to Owen M. Chambers, and Lillie E. Chambers, or whoever may be entitled to same.

AND it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said James T. Earle, his executors, administrators, successors or assigns, or JAMES T. EARLE, his heirs and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in equity, and which costs, expenses and commissions the said Owen M. Chambers and Lillie E. Chambers, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay.

WITNESS their hands and seals.

Owen M. Chambers (SEAL)

TEST:-

Lillie E. Chambers (SEAL)

Ray Turner.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this 30th day of November, A. D. 1912, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, there personally appeared Owen M. Chambers and Lillie E. Chambers, his wife, and did each acknowledge the foregoing mortgage to be their respective act; and at the same time there personally appeared before me James T. Earle, the within named mortgagee, and made oath in due form of law that the consideration stated therein is true and bona fide as therein stated.

Ray Turner

Justice of the Peace.

FOR VALUE, I hereby assign the within and foregoing mortgage and notes secured thereby, to James T. Earle, Trustee-Rosa Perry, without recourse or guarantee.

WITNESS my hand and seal this 4th day of December, in the year nineteen hundred and twelve.

TEST: A. A. M. Dewing.

James T. Earle. (SEAL)

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twenty third day of December in the year nineteen hundred and thirteen, the following Assignments were brought to be recorded to wit:-

FOR VALUE, I hereby assign the within and foregoing mortgage and notes sec-

ured thereby, to James T. Earle, Trustee Rosa Perry, without recourse or guarantee

WITNESS my hand and seal this 4th day of December, in the year nineteen hundred and twelve.

TEST: A. A. M. Dewing.

James T. Earle (SEAL)

FOR VALUE, I hereby assign this mortgage and the notes secured thereby unto Rosa Perry Price, without recourse or guarantee.

WITNESS my hand and seal this 13th day of December, 1913.

TEST: H. B. W. Mitchell.

James T. Earle. Trustee

QUEEN ANNE'S COUNTY, to wit; Be it remembered that on the fifteenth day of August in the year Nineteen Hundred and sixteen the following assignment was brought to be recorded to wit:

FOR VALUE RECEIVED, I hereby assign the within and aforegoing mortgage to J. Frank Harper to whom I have also this day transferred and assigned the promissory note for the principal mortgage debt of Five Hundred (\$500.00) described in and secured by the said within and aforegoing mortgage.

WITNESS my hand and seal this nineteenth day of July nineteen Hundred and sixteen.

TEST: James E. Kirwan

Rosa Perry Price (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify that the aforegoing is truly taken and copied from Liber W. F. W. NO.2 folio 313 etc., a Land Record Book for Queen Anne County.

IN TESTIMONY WHEREOF I hereunto subscribe my hand and affix the seal of the Circuit Court for Queen Anne's County this fifteenth day of August, in the year nineteen hundred and sixteen.

Wm. F. Watson Clerk.

Circuit Court.

Seals Place.

REPORT OF SALE FILED SEPT. 29TH, 1916.

J. Frank Harper,
Assignee of Mortgage,

vs.

Owen M. Chambers and
Lillie E. Chambers, his wife,
Mortgagors.

: In the Circuit Court for

: Queen Anne's County

: in Equity.

: Cause No. 2191.

:

:

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

THE REPORT of J. Frank Harper, Assignee of the mortgage hereinafter described, to your Honors respectfully sets forth:-

1. THAT default was made by Owen M. Chambers and Lillie E. Chambers, his wife, the Mortgagors, by reason of the non-payment of the principal mortgage debt covenanted to be paid by the terms of the mortgage mentioned in these proceedings at the time therein provided for the payment thereof, the said mortgage being the mortgage from said Owen M. Chambers and Lillie E. Chambers, his wife, to James T. Earle, bearing date the thirtieth day of November, nineteen hundred and twelve, and recorded in Liber W. F. W. No. 2, folios 313 etc., a land record book for Queen

Anne's County aforesaid, which mortgage was by the said James T. Earle duly assigned to James T. Earle, Trustee Rosa Perry, by assignment dated December 4th, 1912, and was, by the said James T. Earle, Trustee Rosa Perry, duly assigned to Rosa Perry Price by assignment dated December 18th, 1913, and was, by the said Rosa Perry Price, duly assigned to the said J. Frank Harper by assignment dated July 19th, 1916, the said assignments being recorded in the aforesaid land record book for Queen Anne's County; a copy of which said mortgage and said assignments thereof; duly certified, is filed among the proceedings in this cause.

2. THAT prior to the sale hereinafter mentioned of the mortgaged property the said J. Frank Harper, Assignee of said mortgage as aforesaid, gave bond to the State of Maryland conditioned to abide by and fulfill any order or decree which should be made by any court of equity in relation to the sale of the mortgaged property or the proceeds thereof, as provided by law, which bond was filed with the Clerk of this Court, and was by said Clerk duly approved, prior to the sale hereinafter reported.

3. THAT after giving notice of the time, place, manner and terms of sale in The Centreville Observer and The Centreville Record, two newspapers published in Queen Anne's County aforesaid, for more than twenty day before the day of sale, the said J. Frank Harper, Assignee of said mortgage as aforesaid, did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the twelfth day of September, nineteen hundred and sixteen, at the hour of one o'clock P. M., and then and there, in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, default having occurred as above stated, proceeded to sell the real estate described in said Mortgage, that is to say:- He then and there offered at public sale to the highest bidder the real estate described in said advertisement of sale and in said mortgage, being all that tract or parcel of land situate in the Second Election District of Queen Anne's County, State of Maryland, not far from Starkey's Corner, adjoining the lands of Curtis E. Crane, James L. Hall and others, and containing forty acres of land, more or less, being the same land described in the deed from Willie W. Sewell and others to the said Owen M. Chambers, dated November 22nd, 1912, and recorded in Liber W. F. W. No. 2, folios 311, etc., a land record book for Queen Anne's County aforesaid, and sold the same to Rosa Perry Price, of Queen Anne's County aforesaid, she being then and there the highest bidder therefore, at and for the sum of Fourteen Dollars (\$14.00) per acre, making the total amount of the purchase price for the said entire forty acres of land, more or less, so sold to the said Rosa Perry Price, the sum of Five Hundred and Sixty Dollars (\$560.00). The said vendor files herewith as a part of this Report, Marked "Exhibit A", a certificate of the publication of the aforesaid advertisement of sale in The Centreville Observer, a Newspaper published as aforesaid in Queen Anne's County aforesaid.

Respectfully submitted

J. Frank Harper

Assignee of Mortgage.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this twenty ninth day of September, in the year nineteen hundred and sixteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared J. Frank Harper, Assignee of Mor-

tgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Wm. F. Watson.

Clerk of the Circuit Court for
Queen Anne's County.

CERTIFICATE OF ADVERTISEMENT FILED SEPT. 29TH, 1916.

REAL ESTATE:- By virtue of the power of sale contained in the mortgage from Owen M. Chambers and Lillie E. Chambers, his wife, to James T. Earle, bearing date the 30th day of November, 1912, and recorded in Liber W. F. W. No. 2, folios 313 etc., a land record book for Queen Anne's County, Maryland, and by the said James T. Earle duly assigned to James T. Earle, Trustee Rosa Perry, by assignment dated December 4th, 1912, and by the said James T. Earle, Trustee Rosa Perry, duly assigned to Rosa Perry Price by assignment dated December 13th, 1913, and by the said Rosa Perry Price duly assigned to J. Frank Harper by assignment dated July 19th, 1916, said assignments being recorded among said land records at the foot of said mortgage, the undersigned, J. Frank Harper, assignee as aforesaid of said mortgage, will offer for sale at public auction, in front of the Court House door, in the town of Centreville, in Queen Anne's County, Maryland, on **TUESDAY, SEPT. 12, 1916** commencing at the hour of one o'clock P. M.

ALL THAT TRACT OR PARCEL OF LAND situate in the Second Election District in the Second Election District of Queen Annes County, Maryland, not far from Starkeys Corner, adjoining the lands of Curtis E. Crane, James C. Hall and others, and containing 40 ACRES OF LAND more or less, being the same land described in the deed from Willie W. Sewell and others to the said Owen M. Chambers, bearing date the 22nd day of November, 1912, and recorded in Liber W.F.W. No.2, folios 311, etc., a land record book for Queen Anne's County aforesaid.

THIS is a valuable and desirable tract of land. The soil is fertile and productive, responds well to cultivation and grows good crops of wheat, corn and tomatoes.

TERMS OF SALE----One-third of purchase money to be paid in cash at time of sale, and the balance of the purchase money to be paid in two equal installments, payable respectively in six and twelve months from the day of sale, the credit payments to bear interest from day of sale and to be secured by the note or the purchaser with security thereon to be approved by the undersigned, or the whole purchase money may be paid in cash at the option of the purchaser.

J. Frank Harper.

Assignee of Mortgage.

C. S. Jump, Auct.

THE CENTREVILLE OBSERVER.

Centreville, Md., Sept. 23, 1916.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Assignees Sale of Real Estate in the case of Owen M. Chambers and Lillie E. Chambers a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Annes County, Maryland, once a week for four successive weeks before the 12th day of Sept. in the

year 1916.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By S. Chas. Walls.

Filed Sept. 29, 1916.

Secy.

ORDER NISI.

J. Frank Harper, Assignee of Mortgage,	:	In the Circuit Court for
	:	Queen Anne's County
	:	in Equity.
vs.	:	
	:	
Owen M. Chambers and Lillie E. Chambers, his wife, Mortgagors.	:	Cause No. 2191.
	:	
	:	

ORDERED, this 29th day of September, in the year nineteen hundred and sixteen, that the sale of the mortgaged real estate made and reported in this cause by J. Frank Harper, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the Second day of December next; provided a copy of this Order be inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, once in each of four successive weeks before the First day of November next.

THE REPORT states the amount of the sale to be \$560.00.

Wm. F. Watson.

Clerk of the Circuit Court for Queen Anne's County.

Filed Sept. 29th, 1916.

CERTIFICATE OF PUBLICATION.

ORDER NISI, J. Frank Harper, Assignee of mortgage, vs. Owen M. Chambers and Lillie E. Chambers, his wife, Mortgagors. In the Circuit Court for Queens Anne's County, in Equity. Cause No. 2191.

ORDERED, This 29th day of September, 1916, that the sale of the mortgaged real estate made and reported in this cause by J. Frank Harper, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of December, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, once in each of four successive weeks before the 1st day of November, next.

THIS REPORT states the amount of sale to be \$560.00.

Filed September 29th, 1916.

Wm. F. Watson.

Clerk of the Circuit Court for Queen Anne's County.

THE CENTREVILLE OBSERVER.

Centreville Md., Nov. 23, 1916.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of J. Frank Harper, Assignee of Mortgage, vs. Owen M. Chambers and Lillie E. Chambers, Cause No. 2191 a true copy of which is hereto annexed, was inserted in THE CENTREVILLE OBSERVER, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the first day of November in the year 1916.

THE CENTREVILLE PUBLISHING CO.

By S. Chas. Walls.

Secy-Treas.

Filed Nov. 23rd, 1916.

FINAL ORDER FILED DEC. 9TH 1916.

ORDERED, this ninth day of December, in the year nineteen hundred and sixteen, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale of the real estate made by J. Frank Harper, Assignee of Mortgage, and reported by him in the above cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the preceding order nisi passed in this cause on the 29th day of September, 1916; and the said J. Frank Harper, Assignee of Mortgage, is allowed the usual commissions and all expenses, not personal, for which he shall produce vouchers to the Auditor of this Court. And it is further ordered, upon the Petition of William C. Hall filed in the above Cause and the assent thereto of Rosa Perry Price, Thomas R. Price, her husband, and J. Frank Harper, Assignee of Mortgage and Vendor, that the said William C. Hall be and he is hereby substituted as purchaser of the said real estate sold in these proceedings in the place and stead of the original purchaser, Rosa Perry Price.

Philemon B. Hopper.

STATEMENT OF MORTGAGE DEBT. FILED OCT. 27TH, 1916.

J. Frank Harper,	:	In the Circuit Court for
Assignee of Mortgage,	:	Queen Anne's County
vs.	:	in Equity.
Owen M. Chambers and	:	Cause No. 2191.
Lillie E. Chambers, his wife,	:	
Mortgagors.	:	

STATEMENT of mortgage indebtedness due and owing under the mortgage mentioned in the foregoing Cause.

Amount of the note for the principal mortgage debt, described in and secured by the aforesaid mortgage, which said note and mortgage are attached hereto and filed herewith-----	\$500.00
Interest on said principal mortgage debt from May 30th, 1916, to September 12th, 1916, (the day of sale),-----	8.50
Total amount of principal and interest,-----	\$508.50

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:-

I hereby certify that on this 27th day of October, in the year nineteen hundred and sixteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared J. Frank Harper, the Assignee of the above mentioned mortgage, and made oath in due form of law that the foregoing is a true and correct statement of the principal mortgage debt and the interest thereon to September 12th, 1916, due and owing by the mortgagors under the above described mortgage, the original mortgage and the note for the principal mortgage debt secured thereby being hereto attached.

Wm. F. Watson
Clerk of the Circuit Court for
Queen Anne's County, Maryland.

Filed Oct 27th, 1916.

PETITION FOR SUBSTITUTION OF PURCHASER.

J. Frank Harper, : In the Circuit Court
Assignee of Mortgage, : for Queen Annes County
vs. : in Equity.
Owen M. Chambers and Lillie E. Chambers, :
His wife, Mortgagors :
:

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of William C. Hall to your Honors respectfully states:

(1) That, as will appear by reference to the report of sales filed in the above cause on September 29, 1916, the real estate mentioned and described in the aforesaid proceedings and in the certified copy of the mortgage filed therein, was sold by J. Frank Harper, Assignee of Mortgage, on the 12th, day of September 1916, to Rosa Perry Price at and for the sum of five hundred and sixty dollars.

(2) That since said sale the said Rosa Perry Price has made sale to your petitioner, at and for the sum of \$560.00, of the real estate so purchased by her as aforesaid from the said J. Frank Harper, Assignee of Mortgage as aforesaid and your petitioner is desirous of making full payment of the purchase money in cash for said real estate upon the ratification by this Court, of the sale and of being substituted as the purchaser of said real estate in the place and stead of Rosa Perry Price in the final order of this Court ratifying and confirming said sale.

Your petitioner, therefore, prays that an order may be passed substituting your petitioner, William C. Hall, as the purchaser of the real estate sold in these proceedings in the place and stead of Rosa Perry Price the original purchaser and that, upon the final ratification of the sale and full payment of the purchase money the said J. Frank Harper, Assignee of Mortgage, be directed to convey to your petitioner the said real estate fully as though he had been the original purchaser thereof.

AND as in duty bound etc.

Thos. J. Keating
Atty for Petitioner.

J. Frank Harper, Assignee of : In the Circuit Court
Mortgage, : for Queen Annes
vs. : County, in Equity.
Owen M. Chambers and Lillie E. Chambers; :
his wife, Mortgagors :
:

TO THE HONORABLE JUDGES OF SAID COURT:

WE the undersigned, Rosa Perry Price, original purchaser of the real estate described in the above proceedings, and Thomas R. Price, her husband, and J. Frank Harper, Assignee of Mortgage, the original vendor, do hereby admit the matters and things set forth in the foregoing petition of W.C.Hall and do hereby consent that said William C. Hall shall be substituted as the purchaser of said real estate in the place and stead of Rosa Perry Price, free, clear and discharged of any and every estate, interest, right or claim of said Rosa Perry Price and Thomas R. Price, her husband, or either of them, in and to the said real estate.

Rosa Perry Price
Original Purchaser

Thos. R. Price
J. Frank Harper
Assignee of Mortgage.

Filed Dec. 6th, 1916.

ORDER OF THE COURT.

J. Frank Harper, : In the Circuit Court
 Assignee of Mortgage, : for Queen Annes
 vs. : County in Equity.
 Owen M. Chamber, and Lillie E. :
 Chambers, his wife, Mortgagors. :
 :

THE PETITION of William C. Hall and the assent thereto of Rosa Perry Price, Thomas R. Price, her husband, and J. Frank Harper Assignee of Mortgage, having been read and considered it is thereupon ordered this ninth day of December in the year nineteen hundred and sixteen by the Circuit Court for Queen Annes County, in Equity, and by the authority of said Court, that William C. Hall be and he is hereby substituted as purchaser of real estate sold in these proceedings, in the place and stead of Rosa Perry Price, the original purchaser, and upon payment of the purchase money the said J. Frank Harper, Assignee of Mortgage, is hereby authorized and directed to convey said real estate to said William C. Hall as fully as though he had been the original purchaser of said real estate
 Filed Dec. 9th 1916. Philemon B. Hopper.

AUDITORS REPORT AND ACCOUNT.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

J. Frank Harper, ()
 Assignee of Mortgage, ()
 vs. ()
 Owen M. Chambers and () Chancery Docket,
 Lillie M. Chambers, his wife, () Cause No. 2191.
 Mortgagors. ()
 ()

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE REPORT of Madison Brown, Auditor, to Your Honors respectfully sets forth:

THAT your Auditor, in stating the within account, first charged therein unto J. Frank Harper, party making sale of the mortgaged real estate, the gross proceeds of the sale made by him, per his report filed in the above cause, and then thereout allowed said Vendor his commissions on said sale in accordance with the terms of the mortgage, the fee of the Auditor, and the following expenses incident to the foreclosure of said mortgage in accordance with the vouchers furnished the Auditor, to wit: Cost of advertising sale and the several orders nisi of this cause, the auctioneer's charges for crying sale, taxes on the property sold, cost of his bond. The balance remaining out of said sale after these allowances is not sufficient to pay the mortgage debt in full and is distributed unto J. Frank Harper, Assignee of Mortgage, on account of his mortgage debt.

APPENDED to the account is a statement of the mortgage debt showing the application of said balance of sale to said debt.

Respectfully submitted,

Madison Brown.

Auditor.

December 20, 1916.

The Proceeds of the sale of the mortgaged real estate of Owen M. Chambers and Lillie E. Chambers, his wife, in account with J. Frank Harper, Assignee of Mortgage Vendor.

Cr.

1916.
 Sept.12. By gross proceeds of sale of the mortgaged real estate, per report of sale filed, to wit:..... \$ 560.00

Dr.

" " To J. Frank Harper, Assignee of Mortgage, person making sale of mortgaged real estate, under power contained in said mortgage, for his compensation for making said sale, per terms of mortgage, to wit:.....	\$ 38.90	
" do., for the costs of advertising the mortgage sale and the order nisi thereon in the Centreville Observer, per receipted bill for same, to wit:.....	27.00	
" do., for the costs of advertising in the Centreville Record notice of the mortgage sale and the order nisi to be passed as to this report and account, per bill for same, to wit:.....	23.25	
" do., for the amount paid C. S. Jump, Auctioneer, for crying the sale of the mortgaged property, per receipt, to wit:.....	5.00	
" do., for the amount of state and county taxes for year 1916 on the mortgaged property, paid by said Vendor to C. H. Quimby, Treasurer, per receipted tax bill, to wit:.....	8.90	
" do., for the cost or premium of his bond filed in said cause, paid to corporate surety on said bond, per receipt for same, to wit:.....	5.00	
" do., for the court costs of this cause, per statement of clerk of court as follows: Costs of W.F.Watson, Clerk,.....\$18.00 Appear. fee of J.F.Harper,..... 10.00	28.00	
" Madison Brown, Auditor, for stating this account, to wit:.....	4.50	
" J. Frank Harper, Assignee of Mortgage, on account of mortgage debt, this balance, to wit:.....	419.45	
	\$560.00	\$ 560.00

Madison Brown.

Filed Dec. 20th, 1916.

Auditor.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

J. Frank Harper,
 Assignee of Mortgage,

vs.

Owen M. Chambers and
 Lillie M. Chambers, his wife,
 Mortgagors.

Chancery Docket,

Cause No. 2191.

Statement of Mortgage debt.

Dr. Amount of principal and interest due by the mortgage mentioned in the above cause on September 12, 1916, per statement of mortgage debt filed in above cause, is the sum of..... \$508.50

Brought forward..... \$508.50

Cr. Amount of money applicable to said mortgage debt from proceeds of the mortgage sales, per within and foregoing account, is the sum of.....\$419.45

Amount of balance due by said mortgage after the application thereto of the money distributed to J. Frank Harper, Assignee of mortgage, by the within and foregoing account, is the sum of..... \$ 89.05
This balance bears interest from September 12, 1916.

NISI RATIFICATION OF AUDIT

J. Frank Harper, Assignee of Mortgage. vs. Owen M. Chambers and Lillie M. Chambers, his wife, Mortgagors. In the Circuit Court For Queen Anne's County In Equity. Case No. 2191.

ORDERED, This 20th day of December in the year nineteen hundred and sixteen that the report and account filed in these proceedings by Madison Brown Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 18th day of January, 1917; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of January 1917, in some newspaper printed and published in Queen Anne's County.

Filed Dec. 20th 1916. Wm. F. Watson Clerk.

CERTIFICATE OF PUBLICATION OF NISI RATIFICATION OF AUDIT.

J. Frank Harper, Assignee of Mortgage, vs. Owen M. Chambers and Lillie E. Chambers, his wife, Mortgagors. In the Circuit Court for Queen annes County In Equity. Case No. 2191.

ORDERED, This 20th day of December, in theyear nineteen hundred and sixteen that the report and account filed in these proceedings by Madison Brown, auditor, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 18th day of January 1917; provided a copy of this order be published once a week in each of two successive weeks before the 8th day of January, 1917, in some newspaper printed and published in Queen Anne's County.

TEST- Wm. F. Watson, Clerk True Copy-- Wm. F. Watson Clerk. Filed December 20th, 1916.

THE CENTREVILLE RECORD.

Centreville Md., Jan. 17, 1917.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the Nisi Ratification of Audit in the case of J. F. Harper Assignee vs. Owen M Chambers and wife a true copy of which is hereto annexed, was inserted in THE CENTREVILLE RECORD, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks (1st insertion Dec 20th 1916) before the 8th day of January, in the year 1917.

THE CENTREVILLE RECORD PUBLISHING CO.

By E. H. Brown Jr. President.

ORDER RATIFYING THE AUDIT.

J. Frank Harper, Assignee of Mortgage,	:	In the Circuit Court for
	:	
vs.	:	Queen Anne's County
	:	
Owen M Chambers and Lillie E. Chambers,	:	in Equity.
his wife, Mortgagors.	:	
	:	Cause No. 2191.
	:	

ORDERED , this twenty second day of January, in the year nineteen hundred and seventeen, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given in accordance with and as required by the conditional Order of Ratification of said Report and Account passed in the above cause on December 20th, 1916; and the Assignee, J. Frank Harper, is hereby authorized and directed to pay out and disburse the several amounts distributed therein in accordance therewith.

Filed January 22nd, 1917.

Philemon B. Hopper.

Be it remembered that heretofore to Wit on the tWenty nineth day of March, in the year nineteen hundred and seventeen, Mary E. Grinnage et. al. by Madison BroWn and J. H. C. Legg their Solicitors, filed in Court her their Bill of Complaint against John W. Rochester et. al. in the Words and of the tenor following, to Wit:

In the Circuit Court for Queen Anne's County in Equity.

Mary E. Grinnage and Nehemiah Grinnage, her husband	(
Sarah Catherine Rochester,)	
Harriett L. Rochester,)	
Samuel Rochester and Mary Rochester, his Wife	(
Amanda MattheWs)	
EdWard Thomas,	(
Annie Hackett and Anthony Hackett, her husband	)	Chancery

vs.

John W. Rochester and Larly --- Rochester, his Wife	(	Docket
James H. Rochester)	
Charles E. Rochester and Rosie Rochester, his Wife)	
Freddie Rochester,	(	Cause
Nettie May Rochester, infant,)	
James Willard Rochester, infant,	(
Clara Elizabeth Rochester, infant,)	
Frank Asbury Rochester, infant,	(	No. 2209
Sarah E. Rochester, Widow, and)	
John W. Rochester, judgment creditor of		
General B. Rochester		

To the Honorable, the Judges of said Court:

The Bill of Complaint of Mary E. Grinnage and Nehemiah Grinnage,

her husband, Sarah Catherine Rochester, Harriett L. Rochester, Samuel Rochester and Mary Rochester, his Wife, Amanda MattheWs, EdWard Thomas, Annie Hackett and Anthony Hackett, her husband, humble shows:

That heretofore a certain Emory S. Rochester, late of the State of Massachusetts, Was in his lifetime seized and possessed of a farm or tract of land owned by him in severalty, situate, lying and being at or near Roberts, a Station on the Queen Anne and Kent Railroad, in the Second Election District of Queen Anne's County, State of Maryland, and called or known as the "Emory Rochester Farm", and containing fifty acres of land, more or less, and adjoining the lands of Samuel J. Rochester.

- 2. That the said Emory S. Rochester acquired said land by purchase and not by descent.
- 3. That being so seized and possessed of said land the said Emory S. Rochester departed this life sometime in the month of January, nineteen hundred and seven, intestate, leaving surviving him a Widow Who died shortly after his death, and leaving surviving him as his only heirs at law the following named persons, to Wit:

- (1). Your oratrix, the said Mary E. Grinnage, a sister of the Whole blood, Whose husband, Nehemiah Grinnage, is one of the complainants.
- (2). Your oratrix, the said Sarah Catherine Rochester, a sister of the Whole blood.
- (3). Your oratrix, the said Harriett L. Rochester, a sister of the Whole blood
- (4). The defendant, John W. Rochester, a brother of the Whole blood, and Who resides With his Wife, Larly ----- Rochester, one of the defendants, in Queen Anne's County aforesaid.

(5). Your orators, Edward Thomas, a nephew, Amanda Matthews, a niece, and Annie Hackett, a niece, (Whose husband is the said Anthony Hackett), children of Eliza Jane Thomas, a sister of the whole blood of the said Emory S. Rochester, and who predeceased the latter.

(6). Your orator, Samuel Rochester, and the defendant, James H. Rochester, his nephews, children of Levi Rochester, a brother of the whole blood of the said Emory S. Rochester, and who predeceased the latter.

(7). A brother, General B. Rochester, a brother of the whole blood.

That the said General B. Rochester has departed this life since the said Emory S. Rochester, intestate, sometime in the year _____ leaving surviving him a widow, Sarah E. Rochester, one of the defendants, and the following children as his only heirs at law, to wit:

(1). A son, Charles Edward Rochester, one of the defendants, who resides with his wife, Rosie Rochester, a defendant, in Queen Anne's County aforesaid.

(2). Freddie W. Rochester, who resides in said county.

(3). Nettie May Rochester,

(4). James Willard Rochester,

(5). Clara Elizabeth Rochester,

(6). Frank Asbury Rochester.

That the defendants, Nettie May Rochester, James Willard Rochester, Clara Elizabeth Rochester and Frank Asbury Rochester, are infants under twenty one years of age, and reside with their mother, the said Sarah E. Rochester, in Queen Anne's County aforesaid.

That the defendant, James H. Rochester, is a non resident of the State of Maryland, and resides either in the State of Delaware or the State of Pennsylvania, or elsewhere beyond the jurisdiction of this court.

7. That it appears from the judgment records of said county that the said John W. Rochester is the holder by assignment of a judgment obtained November the third, 1906, and filed for record in the office of the Clerk of said county, January 9th, 1907, by William McKenney and others, against Levi Rochester, the said General B. Rochester and the said John W. Rochester, for the sum of one hundred dollars and costs, but your orators do not know what sum of money is due by said judgment.

8. That the land of which the said Emory S. Rochester died seized and possessed as aforesaid is now owned by the following named persons, as tenants in coparcenary, that is to say:

(1). By the said Mary E. Grinnage, Sarah Catherine Rochester, Harriett L. Rochester and John W. Rochester, who are each seized and possessed of an undivided one seventh interest therein;

(2). By the said Samuel Rochester and James H. Rochester, who are each seized and possessed of an undivided one fourteenth interest therein;

(3). By the said Edward Thomas, Amanda Matthews and Annie Hackett, who are each seized and possessed of an undivided one twenty first interest therein;

(4). By the said Charles E. Rochester, Freddie Rochester, Nettie May Rochester, James Willard Rochester, Clara Elizabeth Rochester and Frank Asbury Rochester, Who are each seized and possessed of an undivided one forty second interest therein, subject, however, to the dower right therein of their mother, the said Sarah E. Rochester, and to whatever may be due by the judgment mentioned in paragraph 7.

9. That the land cannot be divided among the said parties entitled thereto or owning the same as hereinbefore set forth according to their respective interests therein, Without loss or injury to said parties.

10. That your orators are entitled to have the real estate above mentioned and described sold under a decree of this court, and a division had of the money arising from said sale among the said parties entitled thereto, according to their respective rights and interests therein.

To the end therefore:

1. That the said John W. Rochester and Larly ----- Rochester, his Wife, James H. Rochester, Charles E. Rochester and Rosie Rochester, his Wife, Freddie Rochester, Nettie May Rochester, infant, James Willard Rochester, infant, Clara Elizabeth Rochester, infant, Frank Asbury Rochester, infant, Sarah E. Rochester, Widown, and the said John W. Rochester as holder of a judgment described in paragraph 7 of this bill of complaint, may answer the premises, and that a decree may be passed for the sale of the real estate hereinbefore mentioned for the purpose of division among the parties entitled thereto, and that the proceeds of said sale be distributed among said parties according to their respective rights therein, and that your orators may have such further or other relief as the case may require.

May it please Your Honors to grant unto your orators the Write of subpoena against the said John W. Rochester and Larly Rochester, his Wife, Charles E. Rochester and Rosie Rochester, his Wife, Freddie Rochester, Sarah E. Rochester, Widow, and the said Nettie May Rochester, James willard Rochester, Clara Elizabeth Rochester and Frank Asbury Rochester, infants, and the said John w. Rochester, Judgment Creditor, commanding them to appear in this court at some certain day to be named therein, to answer the premises and to abide by and perform such decree as may be passed therein; also an order of publication giving notice to the said James H. Rochester, who is a non resident of the State of Maryland as before stated, of the substance and object of this bill, and warning him to appear in this court in person, or by solicitor, on or before a certain day, to answer the premises, and show cause if any he has, why a decree ought to be passed as prayed.

And as in duty bound etc.

J. H. C. Legg

Madison Brown
Solicitors for Complainants.

To J. H. C. Legg and Madison Brown,
Attorneys at Law,

We, the undersigned, who are among the heirs at law of Emory S. Rochester, deceased, do hereby authorized and empower you as our attorneys, to file a bill of

in the Circuit Court for Queen Anne's County in Equity for the sale of the land of the said Emory S. Rochester for the purpose of division of the proceeds of said sale among his heirs at law, and we do further authorize and empower you to unite with us as plaintiffs aforesaid such other heirs at law of the said Emory S. Rochester as may desire to become plaintiffs in said bill, and to make the other heirs at law of the said Emory S. Rochester defendants in said bill. The land mentioned is called or known as the "Emory Rochester Farm", and is located near Tilghman's Station, Queen Anne's County, Maryland.

Samuel V. Rochester

Mary C. Rochester

To J. H. C. Legg and Madison Brown,
Attorneys at Law.

we, the undersigned, who are among the heirs at law of Emory S. Rochester, deceased, do hereby authorize and empower you as our attorneys, to file a bill in the Circuit Court for Queen Anne's County in Equity for the sale of the land of the said Emory S. Rochester for the purpose of division of the proceeds of said sale among his heirs at law, and we do further authorize and empower you to unite with us as plaintiffs aforesaid such other heirs at law of the said Emory S. Rochester as may desire to become plaintiffs in said bill, and to make the other heirs at law of the said Emory S. Rochester defendants in said bill. The land mentioned is called or known as the "Emory Rochester Farm", and is located near Tilghman's Station, Queen Anne's County, Maryland.

Maude Matthews

Annie Hackett

Edward Thomas

Anthony Hackett

To J. H. C. Legg and Madison Brown, Attorneys at Law,
Centerville, Maryland.

We, the undersigned, among the heirs at law of Emory S. Rochester, deceased, do hereby authorize and empower you as our Attorneys, in our name as Plaintiffs, to file a bill in the Circuit Court for Queen Anne's County, in Equity, for the sale of the land of the said Emory S. Rochester for the purpose of division of the proceeds of sale among his heirs at law, and we do further authorized and empower you to unite with us as Plaintiffs such other heirs at law of the said Emory S. Rochester as may desire to become Plaintiffs of said bill, and to make the other heirs at law of the said Emory S. Rochester Defendants to said bill. The land mentioned is known as the "Emory S. Rochester Farm", and is located near Tilghman's Station, Queen Anne's County, Maryland.

Mary M. Ginnage

Sarah Catharine ^{her} Rochester
_{mark}

Harriett S. Rochester

Test as to Sarah Catharine
Rochester
Lucille Bailey

The Subpoenas parayed for in the aforegoing Bill of Complaint are as follows, to wit:

Queen Anne's County, to wit:

The State of Maryland

TO John w. Rochester and Larly Rochester, his wife
Charles E. Rochester and Rosie Rochester, his wife
Freddie Rochester, Sarah E. Rochester, widow,

of Queen Anne's County, Greeting:

You are hereby commanded, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centerville, in said County, on the First Monday of April next, to answer the complaint of Mary E. Grinnage, et. al. against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness, The Honorable Albert Constable, Chief Judge of our said Court, the First Monday of March 1917.

Issued the 29th day of March in the year 1917.

WM. F. Watson, Clerk.

Back of the aforegoing Subpoena was thus endorsed, to wit:

I hereby certify that I did on March 30, 1917, serve the within writ on John w. Rochester and Larly Rochester, his wife, Charles E. Rochester and Rosie Rochester, his wife, Freddie Rochester, and Sarah E. ROchester, widow, named in the within writ and each of them, by reading the within writ to each of them.

J. W. Yeates
Sheriff

Filed April 2, 1917.

Queen Anne's County, to Wit:

The State of Maryland.

TO John W. Rochester, judgment creditor of General B. Rochester

of Queen Anne's County, Greeting:

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centerville, in said County, on the First Monday of April next, to answer the complaint of Mary E. Grinnage et. al. against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness, The Honorable Albert Constable, Chief Judge of our said Court, the 1st Monday of April, 1917.

Issued the 29th day of March in the year 1917

Wm. F. Watson Clerk

Back of the aforegoing subpeona was thus endorsed, to wit:

I do hereby certify that on the 30th day of March, 1917, I did serve the the Within Writ on JOHN W. ROchester, judgment creditor of General B. Rochester, by reasing the Within Writ to him.

J. W. Yeates
Sheriff

Filed April 2, 1917.

Queen Anne's County, to Wit:

The State of Maryland.

TO Nettie May Rochester, Infants
James Willard Rochester, Infants
Clara Elizabeth Rochester, Infants
Frank Asbury Rochester, Infants

of Queen Anne's County, Greeting:

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centerville, in said County, on the First Monday of April next, to answer the complaint of Mary E. Grinnage et. al. against you in said Court exhibited.

Hereof, fail not, as you will answer at your peril.

Witness, The Honorable Albert Constable, Chief Judge of our said Court, the First Monday of March 1917.

Issued the 29th day of March, in the year 1917.

Wm. F. Watson
Clerk.

Back of the foregoing subpoena was thus endorsed to Wit:

I do hereby certify that on the 30th day of March, 1917, I did serve the Within Writ on Nettie May Rochester, James Willard Rochester, Clara Elizabeth Rochester and Frank Asbury Rochester, infant defendants named in said Writ, by reading the Within Writ to them and to each of them, and that at the same time he did leave with Sarah E. Rochester, the mother of said infants, a copy of the Within Writ, which copy was furnished me by the Clerk of the Circuit Court for Queen Anne's County at the time he delivered to me the Within Writ. Said infants have no legal guardian.

J. W. Yeates,
Sheriff

Filed April 2, 1917

On the twenty seventh day of April, 1917, the following petition for the Guardian, ad litem was filed for record to Wit;

In the Circuit Court for Queen Anne's County in Equity.

Mary E. Grinnage et al.)
vs.)
John W. Rochester et. al.) Chancery Docket, Cause No. 2209
)
)

To the Honorable, the Judges of said court:

The petition of Mary E. Grinnage and the other plaintiffs of the above cause to Your Honors respectfully sets forth:

That the proceeds heretofore issued in the above cause against Nettie May Rochester, James Willard Rochester, Clara Elizabeth Rochester, and Frank

Asbury Rochester, infants, defendants of said cause, has been returned "served" as to each of said defendants, as Will appear by reference to the return of the sheriff on said process.

That the said Nettie May Rochester is the Wife of one Tiller, and is now known as Nettie May Tiller, but is under age of twenty one years.

That none of said infant defendants have a legal guardian residing within the jurisdiction of this court.

That your petitioners are advised that a guardian ad litem should be appointed for said infant defendants to answer and defend the suit instituted against them by the bill filed in the above cause.

Your petitioners therefore pray Your Honors to appoint some person guardian ad litem for said infant defendants to answer the bill of complaint filed as aforesaid and to defend for them the above suit.

Respectfully submitted,

Madison Brown,
Attorney for Petitioners.

On the same day accompanying the foregoing petition was the following Order of Court, to wit:

Ordered, this 27th day of April, in the year nineteen hundred and seventeen, by the Circuit Court for Queen Anne's County in Equity, and by the authority thereof, upon the foregoing petition, that George A. Whitely be and he is hereby appointed guardian ad litem for Nettie May Rochester, now Nettie May Tiller, James Willard Rochester, Clara Elizabeth Rochester and Frank Asbury Rochester, infant defendants of the above cause, and the said is hereby directed to answer the bill of complaint filed in above cause for said infants and to defend said suit for them.

Philemon B. Hopper

Filed April 27, 1917.

Petition to make James Oscar Tiller a party to the bill of complaint.

In the Circuit Court for Queen Anne's County in Equity.

Mary E. Grinnage et al.,
vs.
John W. Rochester et al.

Chancery Docket,
Cause No. 2209

To the Honorable, the Judges of said Court:

The petition of Mary E. Grinnage and the other plaintiffs of the above cause, by Madison Brown, their attorney, to Your Honors respectfully sets forth:

That since the filing of the bill of complaint in the above matter, your petitioners have learned that one of the defendants, Nettie May May Rochester, has a husband by the name of James Oscar Tiller.

That your petitioners desire that leave be granted to them to make, said James Oscar Tiller a party defendant to said bill.

They therefore pray Your Honors to pass an order granting them leave to amend their bill by making said James Oscar Tiller a defendant to same.

Respectfully submitted,

J.H.C. Legg
Madison Brown,

Attorney for Petitioners.

On the twenty seventh day of April 1917, the following Petition for the Guardian Ad Litem was filed for recorded, to wit:

Ordered, this 27th day of April, nineteen hundred and seventeen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, upon the foregoing petition, that leave be and the same is hereby granted to the plaintiffs to amend their bill of complaint by making said James Oscar Tiller mentioned in said petition a party defendant to said bill, and the amendment shall be made by adding a paragraph to the original bill of complaint.

Philemon B. Hopper

Answer of James H. Rochester.

In the Circuit Court for Queen Anne's County in Equity.

Mary E. Grinnage et al.,

vs.

John W. Rochester et al.

Chancery Docket

Cause No. 2209.

To the Honorable, the Judges of said court:

The answer of James H. Rochester to the bill of complaint of Mary E. Grinnage and others against him in the above cause exhibited.

This defendant admits the several matters and things charged in the complainants' bill to be true, and submits to such decree in the premises as may be right.

James H. Rochester.

Answer of John W. Rochester and his wife:

In the Circuit Court for Queen Anne's County in Equity.

Mary Grinnage, et al.,

vs.

John W. Rochester, et al.

Chancery Docket

Cause No.

To the Honorable, the Judges of said Court:

The joint and several answer of John W. Rochester and Larly Rochester (more properly called Deliah Rochester), his Wife to the bill of complaint of Mary E. Grinnage and others in the above cause exhibited.

These defendants admit the matters and things charged in the Complainants' bill to be true, and submit to such decree in the premises as may be right.

John W. Rochester

Answer of John W. Rochester, judgment creditor of General B. Rochester.

In the Circuit Court for Queen Anne's County in Equity.

Mary E. Grinnage, et al.,)	
	)	Chancery Docket,
vs.)	
John W. Rochester, et al.	)	Cause No.
)	

To the Honorable, the Judges of said Court:

The answer of John W. Rochester, judgment creditor of General B. Rochester, to the bill of complaint of John W. Rochester against him in the above cause exhibited.

This defendant admits that he is the holder by assignment of a judgement obtained November 3, 1906, and filed for record in the office of the Clerk of the above court January 9, 1907, by William McKenney and others against Levi Rochester, General B. Rochester and the said John W. Rochester, for the sum of one hundred dollars, (\$100.00), and he claims that there is now due and owing unto him by said judgment by General B. Rochester one half of the entire amount of said judgment, with interest thereon from the date of said judgement, and one half of the costs of suit.

And the said John W. Rochester consents to the sale of the property described in said bill free, clear and discharged of the lien of said judgment, with the understanding that the lien of his judgment is to be transferred from the land to the proceeds of sale when made, and that he is to be paid whatever is due him under said judgement out of the proceeds of said sales.

Respectfully submitted,

John W. Rochester

Judgment Creditor of General B. Rochester

Answer of Charles E. Rochester, Rosie Rochester, Freddie Rochester and James Oscar Tiller.

In the Circuit Court for Queen Anne's County, in Equity.

Mary E. Grinnage, et al.,)	
vs.	)	Chancery Docket
John W. Rochester, et. al.)	
	)	Cause No.

fifteenth day of May, 1874, and my state of health is good. I admit the matters set forth in the bill to be true and consent to decree.

Sarah E. Tiller

State of Maryland, Queen Anne's County, to Wit:

I hereby certify that on this _____ day of April, in the year nineteen hundred and seventeen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared Sarah E. Tiller, formerly Sarah E. Rochester, and she made oath in due form of law that the matters and things set forth in the foregoing AGREEMENT are true as therein set forth to the best of her knowledge and belief.

William F. Watson

Clerk of the Circuit Court for
Queen Anne's County.

Answer of
Nettie May Tiller, formerly
Nettie May Rochester
and
James Oscar Tiller, her
husband
Filed May 1st, 1917.

)
) In the Circuit Court for Queen Anne's
)
) County in Equity.
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Mary E. Grinnage et al.
vs.
John W. Rochester, et al.

)
) Chancery Docket,
)
) Cause No. 2209.
)
)
)
)
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)

To the Honorable, the Judges of said court:

The joint and several answer of Nettie May Tiller, one of the defendants of the above cause under the name of Nettie May Rochester and James Oscar Tiller, her husband, to the bill of complaint against them in the above cause exhibited:

That the said Nettie May Tiller is described in said bill of complaint as Nettie May Rochester, a child of General B. Rochester mentioned therein, and has been duly summoned under the process issued against her under the name of Nettie May Rochester, and the said James Oscar Tiller is her husband.

These defendants admit the the matters and things charged in the complainants' bill to be true, and submit to such decree in the premises as may be right. The clerk of said court is instructed to file this answer in said cause.

Respectfully, submitted,

Nettie May Tiller

James Oscar ^{his} Tiller
mark

Test as to the signature of both
respondents:

Replication.
 Filed May 1st, 1917

In the Circuit Court for Queen Anne's County in Equity.

Mary E. Grinnage et al.,	)	Chancery Docket
vs.)	
John W. Rochester et al.	)	Cause No. 2209.
)	
)	
)	

Mary E. Grinnage and Nehemiah Grinnage, her husband, Sarah Catherine Rochester, Harriett L. Rochester, Samuel Rochester and Mary Rochester, his Wife, Amanda Matthews, Edward Thomas, Annie Hackett and Anthony Hackett, her husband, the plaintiffs, join issue on the matters alleged in the answers of John W. Rochester and Larly or Delilah Rochester, his Wife, James H. Rochester, Charles E. Rochester and Rosie Rochester, his Wife, Freddie Rochester, and on the matters alleged in the answers of Nettie May Tiller or Nettie May Rochester, James Willard Rochester, Clara Elizabeth Rochester and Frank Ashury Rochester, infants under the age of twenty one years, by George A. Whitely, their guardian ad litem, and on the matters alleged in the answer of Nettie May Rochester Tiller and James Oscar Tiller, her husband, and on the matters alleged in the answer of Sarah E. Rochester, and on the matters alleged in the answer of John W. Rochester, judgment creditor of General B. Rochester, deceased, so far as the same may be taken to deny or avoid the allegations of the bill.

J. H. C. Legg
 Madison Brown

Attorneys for the plaintiffs.

Petition of plaintiffs for
 leave to take testimony.

In the Circuit Court for Queen Anne's County in Equity.

Mary E. Grinnage et al.,	)	Chancery Docket
vs.)	
John W. Rochester et al.	)	Cause No. 2209
)	

To the Honorable, the Judges of said court:

The petition of Mary E. Grinnage et al., the plaintiffs in the above cause, by J. H. C. Legg and Madison Brown, their attorneys, unto Your Honors respectfully sets forth:

That the above cause is at issue, and your petitioners desire to take evidence to be used in the above proceeding.

Your petitioners therefore pray Your Honors to pass an order granting them leave to take such testimony before one of the regular examiners of this court.

Respectfully submitted,
 J. H. C. Legg
 Madison Brown
 Attorneys for the petitioners.

Ordered, this first day of May in the year nineteen hundred and seventeen, by the Circuit Court for Queen Anne's County in Equity and by the authority thereof, upon the foregoing petition, that leave be and the same is hereby granted unto the petitioners to take evidence as prayed for in the above petition, before one of the regular examiners of this court, and said examiner shall, before taking said evidence, give due notice to such of the parties of the cause as shall be entitled to receive such notice.

Philemon B. Hopper

TESTIMONY

Filed May 12th, 1917.

Mary E. Grinnage, et al.,

Plaintiffs,

vs.

John W. Rochester, et al.,
Defendants

In the Circuit Court for
Queen Anne's County
in Equity.

Cause No. 2209.

To the Honorable, the Judges of said Court:

Pursuant to an order of this Honorable Court Passed on the first day of May, in the year nineteen hundred and seventeen, in the above entitled cause granting leave for testimony to be taken in said cause, your Examiner Was notified by the Counsel for the Plaintiffs of their desire to take testimony. The adult defendants having filed their Answers admitting the matters and things stated in the Bill of Complaint and after due notice by your Examiner to the Guardian Ad Litem, George A. Whitely, of the time and place of taking of said testimony, your Examiner did attend at his office, in the town of Centerville, Queen Anne's County, Maryland, at the hour of 3 o'clock P.M., on the ninth day of May, in the year nineteen hundred and seventeen, and in the presence of the Counsel for Plaintiffs proceeded to take the following testimony, to Wit:

John W. Rochester, the first Witness of lawful age produced on the part of the plaintiffs being duly sworn and examined, deposes and says:-

1st Int. Please state your name, age, residence and occupation.

Ans. My name is John W. Rochester. I am sixty three years old. I live at Roberts, Queen Anne's County, Maryland. My occupation is farming.

2nd Int. Do you know the parties to this suit or any of them? If yea, state which of them you know and how long you have known them.

Ans. I know all the parties to this suit.

Mary E. Grinnage, Sarah Catherine Rochester, Harriett L. Rochester are my sisters.

Samuel Rochester and James H. Rochester are my nephews.

Amanda Matthews, Annie Hackett and Edward Thomas are the children of my sister Eliza Jane Thomas.

Charles E. Rochester, Freddie Rochester, Nettie May Rochester, James Willard Rochester, Clara Elizabeth Rochester and Frank Asbury Rochester are the children of my brother, General E. Rochester, Sarah E. Rochester is the widow of General E. Rochester.

I am one of the defendants and Larly Rochester, whose real name is Delila Rochester, is my wife.

Mary Rochester is the wife of Charles E. Rochester. I have also

known her for along time.

3rd Int. Were you or not acquainted with one Emory S. Rochester of Massachusetts? If so, state if he is living or dead, and if dead, when he died.

Ans. I was acquainted with him for he was my own brother. He died in January, 1907.

4th Int. Do you or not know if the said Emory S. Rochester left a will?

Ans. He did not. I administered on his estate in Maryland.

5th Int. State, if you know, what real estate, if any, the said Emory S. Rochester owned in the State of Maryland at the time of his death.

Ans. He left a tract of land at Roberts Station, in Queen Anne's County, Maryland, called the "Emory Rochester Farm" and containing sixty three acres of land, more or less. This land adjoins my land, Harriett L. Rochesters land and the Sarah L. Hynson land.

6th Int. State, if you know, how Emory S. Rochester, your brother, acquired this land.

Ans. I know how he acquired the land. This farm which he owned when he died is a part of a tract of land which my father, Arthur Rochester, owned when he died. My father, Arthur Rochester, left a will. He died in 1876 By this will he left a farm of one hundred and fifty acre of land to his wife, my mother, for her life or widowhood. My brother, Abraham Rochester lived on this farm when my father died. My father left this property to go to my mother during her life of widowhood and on the marriage or death of my mother the property to go to her children. These children were named as follows:- Emory Rochester, John W. Rochester, myself, Eliza Jane Rochester, Catherine or Sarah Catherine Rochester, Levi Rochester, Mary Margaret Rochester, afterwards Mary Grinnage, Rynor Rochester, General B. Rochester and Lizzie or Harriett Elizabeth Rochester. These children were related to each other by the whole blood.

My brother Emory got one interest in the land mentioned.

My sister, Eliza Jane who became Eliza Jane Thomas, mortgaged her interest in the land and it was sold under the mortgage and Mr. John B. Brown bought it. He afterwards deeded this interest to my brother Emory.

My brother, Levi H. Rochester, deeded his interest in the land left by my father to my brother, Emory S. Rochester.

IN the year 1895 my brothers and sisters, except Sarah Thomas and Levi Rochester, divided this land among ourselves and in this division my brother, Emory S. Rochester, got three parcels of land and these three parcels of land make up the farm which he owned when he died.

7th Int. I herewith file with the Examiner four papers marked respectively Plaintiff's Exhibit 1, 2, 3 and 4.

No. 1. is a certified copy of the will of Arthur Rochester.

No. 2. is a certified copy of the deed from John B. Brown to Emory S. Rochester.

No. 3 is a certified copy of the deed from Levi Rochester to Emory S. Rochester.

No. 4. is a certified copy of the deed from Sallie Hynson and others to Emory S. Rochester.

Please look at Plaintiff's Exhibit No. 4 heretofore filed with the Examiner and state what you know about it.

Ans. I have examined this paper and I recollect about it. It is the deed which my brothers and sisters and myself made to my brother, Emory Rochester. At this time we made division of the land among ourselves and this is what my brother Emory got. By separate deeds made at the same time, General B. Rochester, Sallie Hynson, Mary Elizabeth Rochester and myself got parts of the same land.

8th Int. State, if you know, whom your brother, Emory S. Rochester, left surviving him as his heirs at law.

Ans. He left no children and he left no descendants. His heirs were his brothers and sisters of the whole blood living at the time of his death and the children of such of his brothers and sisters as died before him. I will now name his heirs:-

He left a sister, Mary E. Grinnage, a sister, Sarah Catherine Rochester, a sister, Harriett L. Rochester, a brother, John W. Rochester, myself, a brother, General B. Rochester.

We are related to each other by the whole blood and Emory S. Rochester was our brother of the whole blood.

Eliza Jane Thomas, a sister of the whole blood of the said Emory

S. Rochester, died in his life time and she left three children, Edward Thomas, Amanda Matthews and Annie Hackett. These three are parties to this suit.

Levi Rochester, a brother of the whole blood of Emory Rochester, died in his life time and he left two children whose names are James H. Rochester and Samuel Rochester, both of whom are parties to this suit.

General B. Rochester, a brother of the whole blood of Emory Rochester, died after the said Emory Rochester and my brother General left six children living at the time of his death and all are living now. Their names are as follows: Charles Edwar Rochester, Freddie w. Rochester, Nettie May Rochester, James willard Rochester, Clara Elizabeth Rochester and Frank Asbury Rochester. Nettie May Rochester is now the wife of James Oscar Tiller.

9th Int. State if General B. Rochester left a widow and if so, state her name and residence.

Ans. He did. He left a widow whose name is Sarah E. Rochester and who now lives in Queen Anne's County, near Roberts.

10th Int. State if you know which of the childred of your brother, General B. Rochester, are over twenty one years of age and give the residence of the infants, if any.

Ans. Charles Edward Rochester and Freddie w. Rochester are over twenty one years of age. All the rest are under twenty one years of age and live in Queen Anne's County with their mother except Nettie May Rochester who lives with her husband, James Oscar Tiller.

11th Int. State in what manner, if any, was General B. Rochester indebted unto you at the time of his death.

Ans. He owed me a judgment gotten November 3rd, 1906, by William McKenney and others against myself and General B. Rochester for \$100.00. This judgment was gotten on a note signed by Levi Rochester and on this note my brother General and I were sureties for Levi.

I have paid the entire judgement and it is has been set to my use and General owed me when he died one half of the entire amount paid by me and I have received no part of that one half since his death.

12th Int. What property, if any, did General Rochester own when he died?

Ans. He owned a small farm which has been sold since his death under a mortgage put on it by him in his life time and this land did not sell for enough to pay the mortgage. He left a small amount of personal property but not enough to pay his liens, funeral expenses and widow's allowance.

13th Int. State, if you know, who now owns the land which Emory S. Rochester owned at the time of his death.

Ans. It is owned as follows: Mary Grinnage, Sarah Catherine Rochester, Harriett L. Rochester and John w. Rochester, myself, each own an undivided one seventh part in the land.

The two children of my brother Levi have a one seventh between them.

The three children of my sister, Sarah Eliza Thomas, have one-seventh between them.

The six children of my brother, General B. Rochester, have one seventh between them. Their mother has a widow's third in their part.

I am entitled to get my judgment out of it.

14th Int. State if in your opinion this land can be divided among the said parties entitled thereto or owing the same as hereinbefore set forth according to their respective interest therein without loss or injury to them and give your reasons.

Ans. It can not be divided. Some of the people would get land close to the road and some would get land off the road, some would get woodland and some would get cleared land and some would get land with buildings on it. A divisions in part could not be made without somebody losing.

15th Int. Do you or not know if the infant children of General B. Rochester have a legal guardian residing in Queen Anne's County?

Ans. They have no guardian appointed by the Orphans' Court.

Counsel herewith files with the Examiner a certified copy of the judgment of William McKenney and others against Levi Rochester, General B. Rochester and John w. Rochester and marked "Plaintiff's Exhibit No. 5"

16th Int. I now hand you the Paper writing marked "Plaintiff's Exhibit No. 5" and ask you to state if this is the judgment mentioned by you.

Ans. It is the same paper.

Examiner's Special.

Ans. I do not except that Emory left a widow surviving him but who died one month and one day after the death of her husband.

John W. Rochester

Samuel J. Rochester, the next witness of lawful age produced on the part of the Plaintiffs being duly sworn and examined, deposes and says:

1st Int. Please state your name, age, residence and occupation.

Ans. My name is Samuel J. Rochester. I am forty two year old. I live near Roberts, Queen Anne's County, Maryland. My occupation is farming.

2nd Int. Do you know the parties to this suit or any of them? If yea, state which of them you know and how long you have known them.

Ans. I know them all and have known them all their lives as to the younger ones and the older ones I have known all my life.

3rd Int. Were you or not acquainted with one Emory S. Rochester, late of Massachusetts? If so, state if he is living or dead, and if dead, when he died.

Ans. I knew him, He was related to me. He is dead and he died about ten years ago.

4th Int. Do you or not know if the said Emory S. Rochester left a will?

Ans. I never heard of any will.

5th Int. State, if you know, what real estate if any the said Emory S. Rochester owned in the State of Maryland at the time of his death.

Ans. He left a farm containing about sixty acres of land in Queen Anne's County, Maryland, at Roberts Station. This farm is known as the "Emory Rochester Farm" and adjoins the land of John W. Rochester and Sarah Catherine Rochester and others.

6th Int. State, if you know, how your uncle, Emory S. Rochester, acquired this land.

Ans. I have often heard how he acquired the land, I have heard this ever since I was a little boy. It is a part of a tract left by his father, Arthur Rochester, to his children by Mahala Rochester, his wife, and Emory S. Rochester was one of these children. He afterwards got the interest of another one of these children, Sarah E. Thomas, and he also got the interest of Levi, another one of these children.

Over twenty one years ago the children of Arthur Rochester, the father of Emory Rochester, then living made a division of the land among themselves and in this division, Emory Rochester got the farm mentioned by me and which he owned when he died.

7th Int. I now hand you a paper writing heretofore filed with the Examiner and marked "Plaintiff's Exhibit No. 4".

Please examine it and state if you can identify the land mentioned in this paper.

Ans. The land called the "Emory Rochester Farm", and which Emory Rochester owned when he died is composed of the land mentioned in this deed. I am familiar with the division of the land mentioned in the deed and I own a part of the land which was divided at that time but not mentioned in the deed.

8th Int. State if you know whom the said Emory S. Rochester left surviving him as his heirs at law.

Ans. He left no children nor descendants. He left as his heirs at law the following persons: Mary A. Grinnage, Sarah Catherine Rochester, Harriett L. Rochester and John W. Rochester. The first three are his sisters by the whole blood and the last is his brother

by the whole blood. Among his heirs are three children of Eliza Jane Thomas, his sister of the whole blood who died in his life time and their names are Edward Thomas, Amanda Matthews and Annie Hackett.

Among the heirs are two children of Levi Rochester, his own brother who died in the life time of Emory, and their names are Samuel Rochester and James H. Rochester.

He also left an own brother, General B. Rochester, who has died since Emory leaving no will. This General B. Rochester left six children and their names are as follows: Charles Edward Rochester, Freddie W. Rochester, Nettie May Rochester, James Willard Rochester, Clara Elizabeth Rochester and Frank Asbury Rochester. Nettie May Rochester is now the wife of James Oscar Tiller.

Charles Edward Rochester has a wife named Rosie Rochester.

9th Int. State who now owns the land called the "Emory Rochester Farm".

Ans. It is now owned by the same persons I have stated to be the Emory S. Rochester heirs in the answer just given by me.

10th Int. State, if in your opinion the Emory Rochester land described by you can be divided among the parties entitled thereto and owning the same as named by you according to their respective interests therein without loss or injury to the said parties and give your reasons.

Ans. It can not be divided in acres. It could not be divided unless the land was sold and the money divided, some of the parties would get such small parts that it would be of little value to them. A division for this reason would destroy the value of the land.

11th Int. State if you know the ages of the children named by you of General B. Rochester.

Ans. They are under twenty one years of age except Charles Edward and Freddie.

12th Int. State whether or not the said General B. Rochester left a widow, and if so, give her name and place of residence.

Ans. He did. Her name is Sarah E. Rochester. She lives near Roberts, Queen Anne's County, Maryland.

Examiner's Special.

Ans. No sir, I do not know of any thing else.

Samuel J. Rochester.

There being no further witnesses to be examined and further time for the production of evidence not being desired, your Examiner herewith respectfully makes his Return together with the Exhibits marked "Plaintiff's Exhibits Nos. 1, 2, 3, 4 and 5", and certifies that he was engaged as such Examiner two days and examined two witnesses, making costs chargeable to the Plaintiffs as follows:-

Charles E. Tucker, Examiner	\$8.00
John W. Rochester, witness	1.50
Samuel J. Rochester, "	1.50
	<hr/>
	\$ 11.00

Charles E. Tucker
Examiner

In the name of God Amen, I Arthur Rochester being of sound and disposing mind, memory and being desirous of settling my worldly affairs do make and publish this my last will and testament, hereby revoking, and make null and void all other wills and testaments by me heretofore made, and first I commit my immortal being to Him who gave it, and my body to the earth, to be buried with little expense or ostentation, by my executors hereinafter named, And as to my worldly estate and all my property, real, personal, or mixed of which I shall die seized and possessed or to which I shall be entitled at the time of my decease, I devise bequeath and dispose thereof in the manner following, to wit:

In premises, I give, devise and bequeath to my beloved wife all my personal property, except one stallion, three red Muley oxen, and one hundred bushels of wheat and the farm where Abraham lives, containing one hundred and fifty acres, for the support and maintenance of herself and her children, so long as she shall remain a widow, Abraham and Arthur managing it for their benefit, the children taking possession of his or her interest as they become of age. The names of her children being Emory Rochester, John Rochester, Eliza Jane Rochester, Catherine Rochester, Levi Rochester, Mary Margaret Rochester, Rynor Rochester, General Rochester and Lizzie Rochester.

2nd. The home farm and also 66 and one half acres purchased of Samuel C. Johnson, I give and bequeath equally to my sons, Abraham, Joseph and James provided they pay equal proportions of the balance due S. C. Johnson for said purchase, in case either one is compelled to pay the whole, the whole shall be his, unless the others pay him within twelve months their proportion due Mr. S. C. Johnson. Abraham has also the three Muley oxen, David is to have the farm where he lives provided he pays his sister Henrietta Price one hundred and fifty dollars, within three years, and John Richardson my grandson one hundred dollars within two years, in case of failure to pay either of the above amounts, the same is to be made out of the land, Arthur is to have the "Brick House" farm, provided he pays Asberry one hundred dollars, if he fails to pay it within three years the same is to be made out of the land. Sallie Hinson, my daughter is to have the house and land where she now lives. I do nominate and appoint my said sons Abraham and Arthur to be the executors of this my last will and testament. I wish all the property not named in the will to be sold to pay my indebtedness, and necessary expenses, also to they shall collect all claims now due me for same purpose. In case there is anything left over after paying expenses, they are to share it equally, in case there is not enough to pay all expenses, they are to be equally responsible. In testimony whereof I hereunto set my hand and seal and publish and declare this to be my last will and testament in the presence of the witnesses named below this 7th day of September in the year eighteen hundred and seventy five.

Test:

James E. Graham
A. J. Beatty
R. R. Beatty

Arthur ^{his} ~~X~~ _{mark} Rochester (SEAL)

Queen Anne's County, Sct.
April 4, 1876

) Then came Arthur J. Beatty and Ralph R. Beatty
) two of the subscribing witnesses to the fore-
) going will, and made oath on the Holy Evangely of

Almighty God, that they did see Arthur Rochester, the within names Testator, make his mark to the foregoing will, that they heard him publish, pronounce and declare the same to be his last will and testament, that at the time of so doing, he was to the best of their apprehension of sound and disposing mind, memory and understanding, that they subscribed there names as witnesses thereto, in the presence of each other, in the presence of James E. Graham (the other subscribing witness) in the presence of the Testator and at his request.

James P. Dudley Reg..wills.

Queen Anne's County, Sct
April 4, 1876

) Then came Abraham Rochester and Arthur Rochester,
) the Executors named and appointed by the foregoing
) will and made oath on the Holy Evangely of Almighty God, that the foregoing is the true whole last will and testament of Arthur Rochester, late of Queen Anne's County deceased, that came to their hands or possession, and that they do not know of any other-

James P. Dudley Reg. wills

Queen Anne's County, Sct
April 11, 1876

) Then came James E. Graham one of the subscribing
) witnesses to the foregoing will and made oath on

the Holy Evangely of Almighty God, that he did see Arthur Rochester, with within named Testator, make his mark to the foregoing will, that he heard him publish, pronounce and declare the same to be his last will and Testament, that at the time of so doing, he was to the best of his apprehension of sound and disposing mind memory and understanding, that he subscribed his name as a witness thereto in the presenee of Arthur J. Beatty and Ralph R. Beatty (the other subscribing witnesses) in the presence of the testator and at his request-

James P. Dudley Reg. wills

State of Maryland, Queen Anne's County, Sct:

I, William T. Bishop, Register of wills in and for Queen Anne's County, State of Maryland, and by law keeper of the original papers and of the records and of the Seal of the Orphans' Court for Queen Anne's County, State aforesaid, DO HEREBY CERTIFY that the within and aforegoing is a true copy of the last will and testament of Arthur Rochester, late of Queen Anne's County, deceased, as the same appears from the Records in said court in Liber w.A.J. No. 1, folios 151 etc., a record book of Wills in said Court.

IN TESTIMONY WHEREOF, I, the said William T. Bishop Register of Wills aforesaid, do hereunto subscribe my name and the Seal of the said Court and of my office affix this eighth day of May, in the year nineteen hundred and seventeen.

Orphans
Court
Seal

William T. Bishop
Register of Wills for Queen Anne's County,
State of Maryland.

Plaintiff's Exhibit No. 2.

QUEEN Anne's County, to Wit: Be it remembered that on the second day of October, in the year eighteen hundred and eighty six the following Deed Was brought to be recorded, to Wit:

This Deed, Made this Second day of October in the year one thousand eight hundred and eighty six, by us John B. Brown and Fannie F. Brown, his Wife, of Queen Anne's County, in the State of Maryland, Witnesseth, that We, the said John B. Brown and Fannie F. Brown, his Wife, for and in consideration of three hundred dollars paid to the said John B. Brown, the receipt Whereof is hereby acknowledged, do grant unto Emory S. Rochester, of the City of Boston, in the State of Massachusetts, formerly of Queen Anne's County aforesaid, in fee simple, the right, title, interest and estate Which the said John B. Brown acquired by purchase and deed from Charles Thomas and Eliza I. Thomas, his Wife, in and to the farm or tract of land called "Friendship" at or near Tilghman's Station, on the Queen Anne's and Kent Railroad in Queen Anne's County aforesaid; the Whole farm containing one hundred and fifty acres more or less, and the said right, title, interest and estate being the same Which the said Eliza I. Thomas, formerly Eliza I. Rochester, acquired under the Will of her father Arthur Rochester late of Queen Anne's County aforesaid deceased, and Which are fully set forth in the proceedings in Chancery case No. 760 before the Circuit Court for Queen Anne's County in Equity and the said John B. Brown hereby covenants that he Will Warrant specially the title to the property hereby conveyed.

Witness our hands and seals.

John B. Brown (SEAL)

Test:

John E. Harman

Fannie K. Brown (SEAL)

State of Maryland, Queen Anne's County, to Wit:

I hereby certify that on this second day of October, eighteen hundred and eighty six, before me, the subscriber a Justice of the Peace of said State in and for said County Personally appeared John B. Brown and Fannie K. Brown, his Wife, and did each acknowledged the foregoing deed to be their respective act.

John E. Harman, J. P.

State of Maryland, Queen Anne's County, to Wit:

I hereby certify that the foregoing is truly taken and copies from Liber S. C. D. No. 9, folio 89 etc., a land record book for Queen Anne's County.

In Testimony Whereof, I hereunto set my hand and affix the seal of the Circuit Court for Queen Anne's County this second day of May, nineteen hundred and seventeen.

Circuit
Court
Seal

Wm. F. Watson
Clerk of the Circuit Court for
Queen Anne's County.

Plaintiff's Exhibit No.3.

QUEEN Anne's County, to Wit: Be it remembered, that on the fifteenth day of September, in the year one thousand eight hundred and ninety, the following Deed Was brought to be recorded, to Wit:

This Deed, made this fourteenth day of August, in the year eighteen hundred and ninety by us, Levi H. Rochester and Kate Rochester, his Wife, of Queen Anne's County, in the State of Maryland, Witnesseth: That in consideration of Three Hundred Dollars: We, the said Levi H. Rochester and Kate Rochester his Wife, do grant unto Emory S. Rochester of the City of Boston in the State of Massachusetts, formerly of Queen Anne's County aforesaid, All our right, title, interest and estate, in and to the farm or tract of land called Friendship, at or near Tilghmans Station on the Queen Anne's and Kent Rail Road, in said County, containing one hundred and fifty acres of land, more or less, the said right, title, interest and estate being the same which the said Levi H. Rochester acquired under the Will of his father Arthur Rochester, late of Queen Anne's County aforesaid, deceased, and which are fully set forth in the proceedings in Chancery Case No. 760, before the Circuit Court for Queen Anne's County in Equity. And the said Levi H. Rochester hereby covenants that he Will Warrant specially the title to the property hereby conveyed.

Witness our hands and seals.

Levi H. Rochester (SEAL)

Kate Rochester (SEAL)

Test:
R. Goldsborough

State of Maryland, Queen Anne's County, to Wit:

I hereby certify that on this fourteenth day of August, eighteen hundred and ninety, before the subscriber a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Levi H. Rochester and Kate Rochester, his Wife, and did each acknowledge the foregoing Deed to be their respective act.

R. Goldsborough, J. P.

State of Maryland, Queen Anne's County, to Wit:

I hereby certify that the foregoing is Well and truly taken and copies from Liber W. D. No. 4, folio 532, a Land Record Book for Queen Anne's County.

In Testimony Whereof I hereunto set my hand and affix the seal of the Circuit Court for Queen Anne's County this Second day of May, nineteen hundred and seventeen.

Circuit
Court
Seal

Clerk of the Circuit Court
For Queen Anne's County

Plaintiff's Exhibit No. 4.

QUEEN ANNE'S COUNTY, to Wit: Be it remembered, that on the seventeenth day of September, in the year one thousand eight hundred and ninety five, the following Deed Was brought to be recorded, to Wit:

THIS DEED, made this 16th day of September, eighteen hundred and ninety five, Witnesseth: That Whereas Arthur Rochester late of Queen Anne's County, Maryland, dec'd. did by his last Will and testament, devise unto his Wife, Mahala Rochester all that tract of land (excepting a portion of the same Which he devised to his daughter Sallie Hinson) near Tilghman's Station, on the North side of the public road leading from Tilghman's Station to Ingleside and on the West side of the public road leading from a cross road called Sleighter Sparks cross road to Brierleys Saw Mill, and containing about one hundred and fifty acres of land (after deducting ten acres therefrom for Sallie Hinson) and being in the second Election District of Queen Anne's County aforesaid, and Whereas the devise to the said Mahala Rochester Was to be effective only during her Widowhood; and Whereas the said Mahala Rochester is now and has for several years last past, been married to one James Brown and thereby forfeiting her right and estate under said devise to said tract of land; and Whereas in case the said Mahala Rochester shall marry, and thereby forfeit her right and estate in said land, it is further provided in said Will that the said land shall become the property of the children of the said Arthur Rochester and Mahala Rochester, and Whereas We, the surviving children and legal representatives of the said Arthur and Mahala Rochester have agreed to divide said tract of land amongst us, and have selected J. Frank Temple, Charles R. Walls and B. L. Coppage to make said division for us, assisted by Joseph M. Parvis as surveyor, and the said parties have divided said tract land into eight lots of equal money value.

Now therefore, in consideration of the foregoing premises and the sum of one dollar, We the undersigned do hereby grant and convey in fee simple, unto Emory S. Rochester All those lots or parcels of land, being three of the aforesaid eight lots or divisions, and designated on plat of said lots or divisions, which plat is to be recorded among the Land records for Queen Anne's County, as lots or divisions Nos. 4, 6, and 7 and beginning for lot No. 4 at opposite a stake marked "D" on said plat, and running with the public road leading from Tilghman's Station to Ingleside North fifty degrees West forty one rods to a stone, thence North eighteen and one half degrees East nine rods to the line of Queen Anne's and Kent Railroad, thence with the South side of said Railroad North sixty five degrees east fifty six rods to a stake, thence with the south side of a road to be used as a right of way for Sallie Hinson's lot and lots Nos. 6, and 7 and 8 as per plat, South forty eight and one half degrees East twenty rods to a stake, thence forty two and one half degrees West sixty one rods to the beginning -- containing thirteen acres, more or less.

Also all that lot or parcel of land, being one of the aforesaid lots or divisions, and designated on plat of said lots or divisions, which is to be recorded among the Land Records for Queen Anne's County, as Lot or division No. 6

Beginning at a Stone marked "F" on plat, and thence South eighty three and one half degrees East one hundred and thirty two rods to the North side of the Queen Anne's and Kent Railroad thence With the North side of said railroad South fifty five degrees West forty five rods, thence With the railroad South sixty five degrees West eighty one rods to the lands of Sallie Hinson or lot No. 9 thence With Sallie Hinson's land or lot No. 9 North fifty two degrees West seventy rods to a stake thence north eighteen and one half degrees East thirty rods to the beginning, containing thirty three acres, more or less:-

Also all that lot or parcel of land, being one of the aforesaid lots or divisions, and designated on plat of said lots or divisions, which is to be recorded among the Land Records for Queen Anne's County, as lot or division No. 7, and beginning at a on the south side of the Queen Anne's and Kent Railroad, thence With said Railroad South sixty five degrees West fifty six rods to a stake on the South side of a road to be used as a right of way for Sallie Hinson's lot and lots No. 6, 7, and 8, as per plat, thence With the south side of said right of way road South forty eight and one half degrees East seventy four rods to Beginning, containing eighteen acres, more or less -- and We hereby further grant and convey to the said Emory S. Rochester and to his heirs and assigns the free and unobstructed use of a road way sixteen feet wide which is to be laid down for the use of Sallie Hinson's lot and lots Nos. 6, 7 and 8, as designated on said plat, and which said road is to begin at a stake on the South side of the Queen Anne's and Kent Railroad, being the boundary stake between lots Nos. 4 and 7 and to run from said stake South forty eight and one half degrees to the aforesaid public road leading from Sleighters Sparks Crossroads to Brierleys Saw Mill, with the special stipulation that the Grantee nor his assigns shall in any way obstruct the free use of said road way by the said Sallie Hinson and her heirs and assigns, nor the free and unobstructed use of said road by Harriet E. Rochester or her heirs or assigns, without the written consent first had and obtained from all the persons having the right herein given to the use of said road -- Witness our hands and seals

Sallie ^{her}X Hinson (SEAL)
mark

Samuel ^{his}X Hinson (SEAL)
mark

John W. Rochester (SEAL)

Hester A. Rochester (SEAL)

General B. Rochester (SEAL)

Sarah E. Rochester (SEAL)

Mary M. Greenage (SEAL)

Nehemiah Greenage (SEAL)

Harriet E. Rochester (SEAL)

Sarah C. ^{her}X Rochester (SEAL)
mark

Charles ^{his}X Greenwood (SEAL)
mark

Test: John H. Carter

State of Maryland, Queen Anne's County, Sct: I hereby certify that on this 16th day of September, eighteen hundred and ninety five, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County, personally appeared Sallie Hinson, Samuel Hinson, her husband, John W. Rochester, Hester A. Rochester his Wife, General Rochester, Sarah E. Rochester, his Wife, Mary M. Greenage Nehemiah Greenage her husband, Harriet E. Rochester, Sarah C. Rochester and Charles Greenwood-- and did each acknowledged the foregoing Deed to be their respective acts--

John H. Carter, J.P.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that the foregoing is truly taken and copied from Liber W.H.C. No. 3 folio 305 etc., a Land Record Book for Queen Anne's County.

In Testimony Whereof I hereunto set my hand and affix the seal of the Circuit Court for Queen Anne's County, this Second day of May, nineteen hundred and seventeen.

Clerk of the Circuit Court
for Queen Anne's
County

Exhibit No. 5.

In The Circuit Court for Queen Anne's County, Maryland

Copy filed January 9th, 1907.
Term, 191

William McKenney, Assignee of
Wright, McKenney and Lowe use
of John W. Rochester, Without
recourse or guarantee as per
order filed January 30th, 1907

vs.

Levi H. Rochester
John W. Rochester
General B. Rochester

Summons for debt on note for \$95.00
Subpoena issued C. Sidney Jump,
Constable, on the first day of November,
1906, returnable on the 10th day of
November 1906, returned on the 3rd day
of November 1906.

Judgment rendered for Plaintiff for
\$100.00 and \$2.00 costs With interest
from date of judgment until paid.
Fifa issued to C. Sidney Jump,
Constable, on the 16th day of November,
1906, for amount of judgment and interest
until paid With additional costs thereon.
Returnable on the 26th day of December,
1906.

True Copy,

J.W.W. Woodford, J.P. (SEAL)

Test:

J.W.W. Woodford, J.P.

State of Maryland, Queen Anne's County, Sct:

I hereby certify that the above is a true short copy of the original Judgment recorded in the Circuit Court for Queen Anne's County, in the State of Maryland in Liber W.H.C. 1, fol. 312 a Magistrate's Judgment Record Book; and also of the subsequent docket entries in said case; and that there is no entry or proceedings in the said Court to show that said Judgment, or any part thereof, hath been paid or satisfied.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, on this Ninth day of May in the year of our Lord one thousand nine hundred and seventeen.

Circuit
Court
Seal

William F. Watson
Clerk of the Circuit Court for Queen Anne's County

In the Circuit Court for Queen Anne's County in Equity.

Mary E. Grinnage et al.,)	
	(	Chancery Docket
vs.)	
	(	Cause No.
John W. Rochester, et al.)	
	(	2209.

The above cause standing ready for hearing, and being submitted Without argument, the bill of complaint and all the other proceedings Were read and considered.

It is thereupon, on this tWenty fourth day of May, in the year nineteen hundred and seventeen, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, ADJUDGED. ORDERED AND DECREED that the real estate in the proceedings mentioned be sold for the purpose of partition betWeen the parties; that John H. C. Legg and Madison Brown, of said county, be and they are hereby appointed trustees to make said sale, and the course and manner of their proceedings shall be as follows:

They shall first file With the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, executed by themselves, With a surety or sureties to be approved by this Court, or by said clerk, in the penalty of the sum of TWo Thousand dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or Which may be reposed in them by any future decree or order in the premises; they shall then proceed to make the sale sale, having given at least three Weeks previous notice by advertisement inserted in some neWspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as they shall think proper, of the time, place manner and terms of sale, Which terms shall be as follows; one third of the purchase money to be paid in cash on the day of the sale, and the residue thereof to be paid in tWo equal instalments, respectively, one and tWo years from the day of the sale, With interest from the day of sale, each deferred payment to be secured by the notes of the purchaser or purchasers payable in bank, With a surety or sureties thereon to be approved by the said trustees; or all of the purchase money to be paid on the ratification of the sale by this court, With interest from the day of sale, at the option of the purchaser, or purchasers; in any event a cash deposit to be required of the purchaser or purchasers at the time of the sale of the sum of three hundred dollars.

And as soon as may be convenient after any such sale or sales, the said trustees 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 said sale or sales, annexed; and on the ratification of such sale or sales by this Court, and on the payment of the Whole purchase money, and not before, the said trustees, 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 and estate to him, her or them sold, free, clear and discharged of all claim of all parties to this cause, and of any and every person claiming by, from or under them or any of them. And the said trustees shall bring into this Court the money arising from such sale or sales, and the bonds or

or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Philemon B. Hopper

STATE OF MARYLAND, SCT:

KNOW ALL MEN BY THESE PRESENTS, that we, J. H. C. Legg and Madison Brown, of Queen Anne's County, State of Maryland, and the AMERICAN SURETY COMPANY OF NEW YORK, a body corporate, duly incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND DOLLARS (\$2,000.00), 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, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this twenty fifth day of June, in the year nineteen hundred and seventeen.

Whereas by a decree of the Circuit Court for Queen Anne's County, sitting as a court of Equity, bearing date on the twenty fourth day of May, in the year nineteen hundred and seventeen, and passed in a cause in said court bearing the number 2209 on the Chancery Docket of said Court wherein Mary E. Grinnage and others are plaintiffs and John W. Rochester and others are defendants, the above bound J. H. C. Legg and Madison Brown have been appointed trustees to make sale of certain real estate in the proceedings of said cause mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound J. H. C. Legg and Madison Brown do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation is to be void; otherwise to remain in full force and virtue in law.

J. H. C. Legg (SEAL)

Madison Brown (SEAL)

Signed, sealed and delivered
in the presence of John A.
Clough, Jr.

American Surety Company of
New York.

June 25, 1916
Countersigned
J. Lemuel Roberts

Attest:

By, Madison Brown
Its Attorney In Fact

Report of Sale
Filed June 30, 1917.

In the Circuit Court for Queen Anne's County in Equity.

Mary E. Grinnage et al., Plaintiffs,	)	Chancery Docket.
vs.	(
John w. Rochester et al., Defendants.	)	Cause No. 2209.
	(

To the Honorable, the Judges of said Court:

The report of John H. C. Legg and Madison Brown, trustees appointed by the decree in this cause to make sale of certain real estate therein mentioned, shows:

That after giving bond with security for the faithful discharge of their trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Centerville Observer, a newspaper published at Centerville, in said county, for more than three successive weeks before the day of sale, and by handbills extensively circulated throughout the upper section of said county, they did make sale of said real estate in the following manner, to wit:

The said Madison Brown, with the consent and by the direction of the said John H. C. Legg, who was unable to attend said sale by reason of being a member of the State Legislature in session on day of sale hereinafter mentioned, in accordance with said notice, did attend in front of the Court House door in Centerville in said county, on Tuesday, the twenty sixth day of June, nineteen hundred and seventeen, at one o'clock, P. M., and then and there proceeded to sell said real estate in manner following that is to say:

The said Madison Brown offered at public sale to the highest bidder all that farm or tract of land situate in said county, at or near Tilghman's Station in said county, on both sides of the Queen Anne's and Kent Railroad, and on the State Road leading from said station to Ingleside, adjoining the lands of Joseph R. Smith, Sarah C. Rochester and others, and containing sixty four acres of land, more or less, and sold the same to John w. Rochester, of said county, at and for the sum of thirty three dollars and fifty cents per acre, the whole purchase money aggregating two thousand, one hundred and forty four dollars, the said John w. Rochester being then and there the highest bidder for said land.

The land is described in the notice of said sale, a copy of said notice, duly certified as to its publication by the publishers of said newspaper, being filed with this report as part of same.

The same John w. Rochester has not as yet complied with the terms of the sale.

In addition to the terms of sale contained in said notice of sale the property was offered with the understanding that the purchaser bought subject to the right of the present tenant to occupy said land for the balance of the current year, was

to receive one half of the entire rent of sixty dollars to be paid at end of the year by the present tenant.

Which is respectfully submitted.

John H. C. Legg)
Madison Brown) Trustees

State of Maryland, Queen Anne's County, Sct:

I hereby certify that on this thirteenth day of June, nineteen hundred and seventeen, before the subscriber, the clerk of the Circuit Court for Queen Anne's County, personally appeared the within named John H. C. Legg and Madison Brown, trustees, and made oath in due form of law that the matters and things stated in the foregoing report are true, to the best of their knowledge and belief, and that the sale therein reported were fairly made.

William F. Watson
Clerk of the Circuit Court for
Queen Anne's County.

Filed June 30th, 1917.

TRUSTEES' SALE
of valuable

THE CENTERVILLE OBSERVER

Centerville, Md., June 27th, 1917

R E A L E S T A T E

THE CENTERVILLE OBSERVER PUBLISHING CO. hereby certifies

By virtue of a decree of the Circuit Court for Queen Anne's County in Equity passed May 24, 1917, in Cause No. 2209 in said Court wherein Mary E. Grinnage and others are plaintiffs, and John W. Rochester and others are defendants, the undersigned, as trustees named in said decree, will sell at public sale, to the highest bidder, in front

that the Trustees' Sale of Real Estate in the case of Mary E. Grinnage, et al. Plaintiffs vs. John W. Rochester, et al., defendants a true copy of which is hereto annexed, was inserted in The Centerville Observer, a weekly newspaper printed and published at Centerville, Queen Anne's County, Maryland once a week for four successive weeks the last insertion being before the 26th day of June in the year 1917.

The Centerville Observer Publishing Company.

By S. Chas. walls
Secy-Treas

of the Court House door, in the town of Centerville, Queen Anne's County, Maryland, on Tuesday, June 26, 1917

at one o'clock P.M.

All that farm or tract of land called or known as

"The Emory Rochester Farm"

situate in said county, at or near Tilghman's or Roberts' Station on Queen Anne's & Kent Railroad, on both said sides of said railroad and on the State road leading from said Station to Ingleside, adjoining the lands of Joseph R. Smith, Sarah C. Rochester, Harriet Rochester, Sallie Hinson and John W. Rochester, and containing

64 Acres Of Land

More or less.

Improvements consist of a Frame Dwelling.

This land is composed of the lots nos. 4, 6 and 7 shown on a plat of the Arthur Rochester land recorded in liber W.H.C. No. 5, fol. 308 and a land record of said county.

This farm being situated at said station and within three miles of Ingleside, afford a nice opportunity to secure a nicely located property.

Terms of Sale -- One third of the purchase money to be paid in cash on the day of the

sale, and the residue thereof in two equal instalments, payable, respectively, one and two years from the day of sale, with interest from the day of sale, each deferred payment to be secured by the notes of the purchaser or purchasers with surety or sureties thereon to be approved by the trustees, or all of the purchase money at the option of the purchaser, on ratification of sale, with interest from day of sale; a cash deposit of \$300 will be required of purchaser at time of sale.

John H. C. Legg
Madison Brown
George A. Whitely, Auct. Trustees.

Order Nisi
Filed June 30th, 1917.

NISI

Mary E. Grinnage et al.	)	In the Circuit Court
vs.	)	For Queen Anne's County
John w. Rochester et al.	)	IN Equity.
	)	Chancery No. 2209

Ordered, this thirtieth day of June A. D. 1917,-that the sale of the real estate made and reported in this cause by J. H. C. Legg and Madison Brown, Trustees be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of September next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 8th day of August next.

The Report states the amount of sale to be \$2144.

Wm. F. Watson, Clerk

Filed June 30th, 1917

Certificate of Publication of Order Nisi:

The Centerville Record

Centerville, Md., April 29, 1919

The Centerville Record Publishing Co., hereby certifies that the Order Nisi in the case Of Grinnage vs. Rochester et al., Chancery 2209 a true copy of which is hereto annexed, was inserted in The Centerville Record, a weekly newspaper printed and published at Centerville, Queen Anne's County, Maryland, one in each of four successive weeks before the 8th day of Aug. in the year 1917.

The Centerville Record Publishing Co.

By E. H. Brown, Jr.

Nisi. Mary E. Grinnage, et al. vs. John w. Rochester, et. al. In the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2209. Ordered, this thirtieth day of June, A. D., 1917, that the sale of the real estate made and reported in this cause by J. H. C. Legg and Madison Brown, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of September next; provided a copy of this order be inserted in some newspaper printed and published in

Queen Annes County, Maryland, once in each of four successive weeks before the 8th day of August next.

The report states the amount of sales to be \$2144.

Wm. F. Watson, Clerk.

True Copy--

Test -- Wm. F. Watson, Clerk

Filed June 30, 1907

Report and Account of Madison B. Bordley.
Filed Dec. 5th, 1918

In the Circuit Court for Queen Anne's County in Equity.

Mary E. Grinnage et al.,

vs.

John W. Rochester et al.

) Chancery Docket,

) Cause No.

) 2209.

To the Honorable, the Judges of said Court:

The report of Madison B. Bordley, Special Auditor, unto Your Honors respectfully set forth:

That he has stated the Within account first therein charging unto J. H. C. Legg and Madison Brown, the trustees making the sale reported in this cause, with the amount of the sale so made by them, and then thereout allowing unto them their commissions, according to the rule of this court, the court costs, the costs of advertising the sale and the several orders nisi of said cause, auctioneer and auditor's fees, cost of bond, in accordance with the vouchers produced.

The balance of said sale then remaining after these allowances is distributed among the parties owning the land sold at the time of the decree of sale in accordance with their respective interests, with the exception of the share of General B. Rochester's heirs, which share is distributed by a separate division of the within account, in which there is distributed unto his widow a sum of money in lieu of her dower interest in the land sold, said sum being based on her age and the rule of this court in such cases, and in which there is distributed unto John w. Rochester, a judgment creditor of General B. Rochester the amount of his judgment claim filed and proved in this cause. After these allowances the balance then remaining is distributed equally among the heirs at law of said General B. Rochester.

Of the heirs of General B. Rochester named in the within account the following were at the time of the taking of the testimony filed in this cause under such age as to render them infants; James Willard Rochester, Clara Elizabeth Rochester and Frank Asbury Rochester.

Respectfully submitted,

Madison B. Bordley
Special Auditor

December 4, 1918

The proceeds of the Sale of the Real Estate of Mary E. Grinnage and others in account with John H. C. Legg and Madison Brown, Trustees for the sale thereof under decree of sale of above cause.

1917,
June 26.

Cr.

By gross proceeds of sale, per report of sale filed
June 30th., 1917, to wit: \$2144.00

Dr.

1917, June 26.

To John H. C. Legg and Madison Brown, Trustees, for
their commissions on said sale, per rule of this
court, to wit: \$ 128.98

To do., for the court costs of this cause, per bill
of costs of clerk, as follows: cost of W. F. Watson,
late clerk, \$10.75

J. F. Rolph, Clerk	65.00
J. W. Yeates, Sheriff	4.80
W. T. Bishop, Register of Wills	2.50
C. E. Tucker, Examiner	8.00
Witnesses before do.	3.00
Appearance fee of solicitors for Plaintiffs,	10.00

total 104.05

To do., for amount of charge of G. A. Whitely
for crying sale, per bill, to Wit; 15.00

To do., for costs for 2 years of their bond
With corporate surety thereon paid said surety,
per receipted bill, to Wit: 20.00

To do., for costs of advertising sale in
Centerville Observer, per bill, to Wit: 25.13

To do., for costs of advertising in Centerville
Record the sale, the two orders nisi of this
cause and also costs of advertising handbills,
per bill for same, to Wit: 34.38

To Madison B. Bordley, Special Auditor, for
stating this account, to Wit: 13.50

To balance carried forward, to Wit: 1802.96

\$ 2144.00	\$2144.00
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By balance brought forward, to Wit: 1802.96

To Mary E. Grinnage, 1/7 of said balance: \$257.57

To Sarah Catherine Rochester, 1/7 of said balance: \$257.57

To Harriett L. Rochester, 1/7 of said balance: 257.57

To John W. Rochester, 1/7 of said balance: 257.57

To Edward Thomas, 1/21 of said balance: 85.85

To Amanda Matthews, 1/21 of said balance : 85.85

To Annie Hackett, 1/21 of said balance : 85.86

To Samuel R. Rochester, 1/14 of said balance : 128.78

To James H. Rochester, 1/14 of said balance : 128.78

To General B. Rochester's 1/7 of said balance,
distributed below: 257.56

\$ 1802.96	\$ 1802.96
------------	------------

By Share of General B. Rochester in said balance: \$ 257.56

To Sarah E. Tiller, formerly
Sarah E. Rochester, widow
of General B. Rochester,
in lieu of her dower, 2/15 of said balance: 34.34

To John W. Rochester, judg-
ment creditor of General
B. Rochester, for his
judgment claim, the sum of 84.45

Distribution among heirs
of General B. Rochester:

To Charles E. Rochester, the sum of 23.12

To Freddie Rochester, the sum of 23.13

To Nettie May Rochester, the sum of 23.13

To James Willard Rochester, the sum of 23.13

To Clara Elizabeth Rochester, the sum of 23.13

To Frank Asbury Rochester, the sum of 23.13

\$ 257.56 \$ 257.56

December 4, 1918

Madison B. Bordley
Special Auditor

Certified copy of advertisement of order nisi as to audit

The Centerville Record

Centerville, Md. Jan. 30, 1919

The Centerville Record Publishing Co. hereby certifies that the nisi ratification of audit in the case of Mary E. Grinnage et al or John W. Rochester et al. Chancery 2209 a true copy of which is hereto annexed, was inserted in The Centerville Record, a Weekly newspaper printed and published at Centerville, Queen Anne's County, Maryland, once a week in each of two successive weeks, before the 23rd day of December, in the year 1919.

The Centerville Record Publishing Co.

By E. H. Brown Jr.,
President.

Nisi Ratification of Audit

Mary E. Grinnage et al.

vs.

John W. Rochester et al.

In the Circuit Court for Queen
Annes County in Equity. Case
No. 2209.

Ordered, This 5th day of December, in the year nineteen hundred and eighteen, that the report and account filed in these proceedings by Madison B. Bordley, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of December, 1918; provided a copy of this

order be published once a week in each of two successive weeks before the 23d day of December, 1918, in some newspaper printed and published in Queen Anne's County.

J. F. Rolph

Clerk.

True copy

Test: J. F. Rolph, Clerk
Filed December 5th, 1918

Nisi Ratification of Audit

Mary E. Grinnage et al.

vs.

John w. Roberts et al

In the Circuit Court for

Queen Anne's County

in Equity

Case No. 2209.

Ordered, this 5th day of December in the year nineteen hundred and eighteen that the report and account filed in these proceedings by Madison B. Bordley Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of December, 1918; provided a copy of this order be published once a week in each of two successive weeks before the 23rd day of December, 1918, in some newspaper printed and published in Queen Anne's County.

J. F. Rolph

Clerk

Filed Dec. 5th, 1918

Petition of Sarah E. Rochester for payment to her of money distributed to infants defendants.

In the Circuit Court for Queen Anne's County, in Equity;

Mary E. Grinnage, et al.,

vs.

John w. Rochester, et. al.

Chancery Docket,

Cause No.

2209.

To the Honorable, the Judges of said Court:

The petition of Sarah E. Tiller, formerly Sarah E. Rochester, unto

Your Honors respectively set forth:

1. That she is the mother of James Willard Rochester, Clara Elizabeth Rochester and Frank Asbury Rochester named in above cause and to whom there has been distributed twenty three dollars and thirteen cents each by the auditor's report and account filed in said cause.
2. That all of said children are infants, their ages being respectively nineteen, fifteen, and thirteen years, respectively.
3. That said infants have no legal guardian but the petitioner is their natural guardian.
4. That the father of said infants, General B. Rochester died over ten years ago and since the death of her husband, who was said General B. Rochester, your petitioner has been the only person, to care for the said children and to furnish them board and clothing and shelter when each child was too small to earn any thing to a far greater extent than the sums of money distributed unto said children as above set forth, nor has the money said children have been able to earn since they have been able to do any kind of work been any thing like what she has spent on them from the death of their father to the present time.
5. That none of said children have any property of any kind other than the sums distributed unto them by said audit.

6. That your petitioner believes that she should be allowed said sums under the order of this court in part payment of the amounts of money she has expended in behalf of her said children as above set forth.

Your petitioner therefore prays Your Honors to pass an order authorizing, empowering and directing J. H. C. Legg and Madison Brown, the trustees of this cause, to pay unto your petitioner the several sums of money by the audit of this cause distributed unto her said children.

Respectfully submitted, Sarah E. Tiller

State of Maryland, Queen Anne's County, to wit: I hereby certify that on this fifteenth day of January, nineteen hundred and nineteen, before the subscriber, the clerk of the Circuit Court for Queen Anne's County, personally appeared Sarah E. Tiller, and she did make oath in due form of law that the matters and things set forth in the foregoing petition are true as there stated to the best of her knowledge and belief.

J. F. Rolph
Clerk of the Circuit Court

Ordered on this fifteenth day of January nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County in Equity and by the authority thereof, upon the foregoing petition, that J. H. C. Legg and Madison Brown, the trustees named in the decree filed in the above entitled cause, be and they are hereby authorized, empowered and directed to pay unto Sarah E. Tiller the several and respective sums of money awarded and distributed by the audit of said cause unto James Willard Rochester, Clara Elizabeth Rochester and Frank Asbury Rochester.

Philemon B. Hopper

I do hereby acknowledge to have received of J. H. C. Legg and Madison Brown the trustees of the above cause the sum of twenty three dollars and thirteen cents distributed by the audit filed in above cause unto James Willard Rochester and a like sum distributed by said audit unto Clara Elizabeth Rochester and a like sum distributed by said audit unto Frank Asbury Rochester by said audit said sums of money being paid unto me by the order of the Court passed in the above cause on January 15, 1919.

Sarah E. Tiller

Assignment from Samuel Rochester of his interest in sales to Madison Brown to extent of \$16.00.

In the Circuit Court for Queen Anne's County in Equity.

Mary E. Grinnage et al.,	)	Chancery Docket
vs.)	
John W. Rochester et al.	)	Cause No. 2209
)	

For value received, I hereby assign and transfer my interest and estate in and to the proceeds of the sales of the real estate made and reported in the above cause unto Madison Brown to secure to him the payment of my note to him for sixteen dollars, dated July 5th, 1917, for three months.

Witness my hand and seal this fifth day of July, nineteen hundred and seventeen.

Samuel Rochester (SEAL)

Be it remembered that heretofore to wit on the twenty ninth day of March, in the year nineteen hundred and ~~sixteen~~, William S. Fowler et al. by Madison Brown their attorney and solicitor filed in Court their Bill of Complaint against Martha Burris and William W. Burris, her husband, in the words of the tenor following to wit:

In the Circuit Court for Queen Anne's County in Equity.

William S. Fowler,	)	Chancery Docket
vs.	)	Cause No. 2211.
Martha Burris and William)	
W. Burris, her husband)	

To the Honorable, the Judges of said Court:

The bill of complaint of William S. Fowler, of Queen Anne's County aforesaid, to Your Honors respectfully sets forth:

1. That heretofore a certain Maria Matilda Fowler, late of said county, deceased, Was in her lifetime seized and possessed of a tract of land or farm situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from Pondtown to Crumpton, and on the left side of the public road leading from Pondtown to Millington, called or known as "Guyther's Range" or Comegys' Reserve", adjoining on the north the land of Phillip Grimm and on the east the land of E. B. Coleman, and containing two hundred acres of land, more or less.
2. That the said Maria Matilda Fowler, being so seized and possessed of said real estate, departed this life sometime in the year nineteen hundred and thirteen, intestate, unmarried, and leaving your orator, the said William S. Fowler and the said Martha Burris, one of the defendants, her only children and heirs at law, to Whom said land descended as tenants in coparcenary, and Who are now seized and possessed of said land in equal parts.
3. That the said Martha Burris is an adult, and is now a lunatic and a person non compos mentis, and was formerly a resident of Queen Anne's County aforesaid, but is at the present time temporarily located in Dorchester County, where she is confined as a patient at the Eastern Shore Hospital for the Insane.
4. That the said Martha Burris has a husband, one William W. Burris, living, who resides in the State of Delaware or elsewhere beyond the jurisdiction of this court.
5. That the said William S. Fowler is an adult and resides in Queen Anne's County, State of Maryland.
6. That the land above mentioned and described cannot be divided among the said parties entitled thereto and owning the same as hereinbefore set forth, according to their respective interests therein, without loss or injury to said parties, and that it would be to the interest and advantage of both of said parties owning said land as above set forth that the same be sold and the proceeds divided among said parties.
7. That your orator is entitled to have the real estate above mentioned and described sold under a decree of this court and a division had of the money arising from said sale among the parties entitled thereto according to their respective rights and interest therein.

To the end therefore:

That the said Martha Burris and William W. Burris, her husband, may answer the premises, and that a decree may be passed for the sale of the real estate hereinbefore mentioned for the purpose of division among the parties entitled thereto, and that the proceeds of said sale be distributed among said parties according to their respective rights therein, and that your orator may have such other and further relief as the case may require.

May it please Your Honors to grant unto your orator the writ of subpoena directed to the said Martha Burris temporarily located in Dorchester County, State of Maryland, commanding her to be and appear, either in person, or by solicitor, in this court, on or before a certain day to be named therein, to show cause, if any she has, why a decree should not be passed as prayed, and also the order of publication giving notice to the said William W. Burris, who is a non resident of this state as above set forth, of the object and substance of this bill, and warning him to appear in this court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any he has, why a decree ought not to pass as prayed.

Madison Brown

Attorney for Plaintiff.

Subpoena prayed for in the foregoing bill is as follows, to wit:

Queen Anne's County, to wit: The State of Maryland.

TO MARTHA BURRIS
OF DORCHESTER COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of April next, to answer the complaint of William S. Fowler against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable ALBERT CONSTABLE. Chief Judge of our said Court, the first Monday of March, 1917.

Issued the 29th day of March in the year 1917.

William F. Watson, Clerk

On the back of the subpoena appeared the following endorsement, to wit:

I, the undersigned, Sheriff of Dorchester County, in the State of Maryland, do hereby certify that I did serve the within writ upon Martha Burris, named therein, by reading the same to her on this 31st day of March, 1917; and that on the same day I did leave a copy of said writ with Dr. R. K. Fogwell Asst. Supt of the Eastern Shore Hospital for the Insane, where the said Martha Burris is at present located.

George W. Bradshaw
Sheriff of Dorchester
County.

ORDER OF PUBLICATION.

In the Circuit Court for Queen Anne's County in Equity.

William S. Fowler,

vs.

Martha Burris and William W. Burris, her husband.

)
)
)
)
)
)

Chancery Docket,

Cause No. 2211.

The object of this suit is to procure a decree of the Circuit Court for Queen Anne's County in Equity for the sale of the real estate of Which Martha Matilda Fowler, late of said county, deceased, died seized and possessed, for the purpose of partition or division of the proceeds of said sale between the plaintiff and the said Martha Burris, to whom said land descended as the heirs at law of the said Maria Matilda Fowler.

The bill states as follows:

1. That heretofore a certain Maria Matilda Fowler, late of said county, deceased, was in her lifetime seized and possessed of a tract of land, or farm situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from Pondtown to Crumpton, and on the left side of the public road leading from Pondtown to Millington, called or known as "Guyther's Range" or "Comegys' Reserve", adjoining on the north the land of Phillip Grimm and on the east the land of E. B. Coleman, and containing two hundred acres of land, more or less.
2. That the said Maria Matilda Fowler, being so seized and possessed of said real estate, departed this life sometime in the year nineteen hundred and thirteen, intestate, unmarried, and leaving your orator, the said william S. Fowler, and the said Martha Burris, one of the defendants, her only children and heirs at law, to whom said land descended as tenants in coparcenary, and who are now seized and possessed of said land in equal parts.
3. That the said Martha Burris is an adult, and is now a lunatic and a person non compos mentis, and was formerly a resident of Queen Anne's County aforesaid, but is at the present time temporarily located in Dorchester County, where she is confined as a patient at the Eastern Shore Hospital for the Insane.
4. That the same Martha Burris has a husband, one william w. Burris, living, who, resides in the State of Delaware or elsewhere beyond the jurisdiction of this court.
5. That the said William S. Fowler is an adult and resides in Queen Anne's County, State of Maryland.
6. That the land above mentioned and described cannot be divided among the said parties entitled thereto and owning the same as hereinbefore set forth, according to their respective interests therein Without loss or injury to said parties, and that it would be to the interest and advantage of both of said parties owning said land as above set forth that the same be sold and the proceeds divided among said parties.

7. That your orator is entitled to have the real estate above mentioned and described sold under a decree of this court and a division had of the money arising from said sale among the parties entitled thereto according to their respective rights and interests therein.

To the end therefore:

That the said Martha Burris and William W. Burris, her husband, may answer the premises, and that a decree may be passed for the sale of the real estate hereinbefore mentioned for the purpose of division among the parties entitled thereto, and that the proceeds of said sale be distributed among said parties according to their respective rights therein, and that your orator may have such other and further relief as the case may require.

May it please Your Honors to grant unto your orator the writ of subpoena directed to the said Martha Burris temporarily located in Dorchester County, State of Maryland, commanding her to be and appear, either in person, or by solicitor, in this court, on or before a certain day to be named therein, to show cause, if any she has, why a decree should not be passed as prayed, and also the order of publication giving notice to the said William W. Burris, who is a non resident of this state as above set forth, of the object and substance of this bill, and warning him to appear in this Court, in person or by solicitor, on or before a certain day to be named therein, to show cause, if any he has, why a decree ought not to pass as prayed.

Madison Brown

Attorney for Plaintiff.

It is thereupon, this Ninth day of May, in the year nineteen hundred and seventeen, by the Circuit Court for Queen Anne's County in Equity, and by the authority thereof, adjudged and ordered that the plaintiff, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week for four successive weeks before the Second day of July, nineteen hundred and seventeen, give notice to the said absent Defendant, William W. Burris, of the object and substance of this bill; and warn him to appear in this Court in person or by Solicitor, on or before the fifteenth day of June, next, to answer the premises and show cause, if any they have, why a Decree ought not to pass as prayed.

Filed May the 9th, 1917

William F. Watson
Clerk

State of Maryland, Queen Anne's County, to wit:

The Clerk of the Circuit Court for Queen Anne's County does hereby certify that the foregoing is a true, correct and perfect copy of the original Order of Publication filed in the above entitled cause on the ninth day of May, nineteen hundred and seventeen.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this ninth day of May, 1917.

Circuit
Court
Seal

William F. Watson
Clerk

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify, that I, W. R. Coleman of Queen Anne's County, State of Maryland, the undersigned, did, on the 12th day of May, in the year nineteen hundred and seventeen, personally serve the within and foregoing copy of Order of Publication upon William W. Burris, the absent defendant named therein, near Elkton in Cecil Co. in the State of Maryland, by reading to him the said Order of Publication, and, immediately after reading to him the said copy as aforesaid by leaving with him, the said William W. Burris, a copy of said Order of Publication, the copy of said Order of Publication so left by me as aforesaid with the said William W. Burris being certified to by the Clerk of the Circuit Court for Queen Anne's County, from whom the within and foregoing copy of Order of Publication and the said copy thereof left by me as aforesaid were procured; and I further certify that the said Order of Publication was served by me as aforesaid upon the said William W. Burris, the said absent defendant, more than one month before the Seventh day of July, nineteen hundred and seventeen, the day fixed for the appearance of the said absent defendant in the said Order of Publication.

WITNESS MY HAND this 12th day of May nineteen hundred and seventeen.

W. R. Coleman

Test: Jesse E. Ireland

State of Maryland, Kent County, to Wit:

I hereby certify that on this 12th day of May, in the year nineteen hundred and seventeen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared W. R. Coleman and he made oath in due form of law that the matters and things stated in the foregoing certificate are true and therein set forth, and I further certify that the said W. R. Coleman signed the foregoing certificate in my presence on the day last above named.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my Notarial seal the day and year last above written.

Jesse E. Ireland
Notary Public

Notary
Public
Seal

On the ninth day of March, nineteen hundred and seventeen, the following Order of Publication was passed, filed and recorded, to Wit:

ORDER OF PUBLICATION.

William S. Fowler,

vs.

Martha Burris and William
W. Burris, her husband,

In the Circuit Court for

Queen Anne's County, in Equity.

Chancery Docket, Cause No. 2211.

The object of this suit is to procure a decree of the Circuit Court for Queen Anne's County, in Equity for the sale of the real estate of which Maria Matilda Fowler, late of said county, deceased, died seized and possessed, for the purpose of

partition or division of the proceeds of said sale between the plaintiff and the said Martha Burris, to Whom said land descended as the heirs at law of the said Maria Matilda Fowler. The bill states as follows:

1. That heretofore a certain Maria Matilda Fowler, late of said county, deceased, was in her lifetime seized and possessed of a tract of land or farm situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from Pondtown to Crumpton, and on the left side of the public road leading from Pondtown to Millington, called or known as "Guyther's Range" or "Comegys' Reserve", adjoining on the north the land of Phillip Grimm and on the east the land of E. B. Colemand, and containing two hundred acres of land, more or less.
2. That the said Maria Matilda Fowler, being so seized and possessed of said real estate, departed this life sometime in the year nineteen hundred and thirteen, intestate, unmarried, and leaving your orator, the said William S. Fowler, and the said Martha Burris, one of the defendants, her only children and heirs at law, to Whom said land descended as tenants in coparcenary, and who are now seized and possessed of said land in equal parts.
3. That the said Martha Burris is an adult, and is now a lunatic and a person non compos mentis, and was formerly a resident of Queen Anne's County aforesaid, but is at the present time temporarily located in Dorchester County, where she is confined as a patient at the Eastern Shore Hospital for the Insane.
4. That the said Martha Burris has a husband, one William W. Burris, living, who resides in the State of Delaware or elsewhere beyond the jurisdiction of this court.
5. That the said William S. Fowler is an adult and resides in Queen Anne's County, State of Maryland.
6. That the land above mentioned and described cannot be divided among the said parties entitled thereto and owning the same as hereinbefore set forth, according to their respective interests therein without loss or injury to said parties, and that it would be to the interest and advantage of both of said parties owning said land as above set forth that the same be sold and the proceeds divided among said parties.
7. That your Orator is entitled to have the real estate above mentioned and described sold under a decree of this court and a division had of the money arising from said sale among the parties entitled thereto according to their respective rights and interests therein.

To the end therefore:

That the said Martha Burris and William W. Burris, her husband, may answer the premises, and that a decree may be passed for the sale of the real estate hereinbefore mentioned for the purpose of division among the parties entitled thereto, and that the proceeds of said sale be distributed among said parties according to their respective rights therein and that your orator may have such other and further relief as the case may require.

May it please Your Honors to grant unto your orator the Writ of subpoena directed to the said Martha Burris temporarily located in Dorchester County, State of Maryland, commanding her to be and appear, either in person or by solicitor, in this court, on or before a certain day to be named therein, to show cause, if any she has,

Why a decree should not be passed as prayed, and also the order of publication giving notice to the said William W. Burris, who is a non resident of this state as above set forth, of the object and substance of this bill, and warning him to appear in this court in person or by solicitor, on or before a certain day to be named therein, to show cause, if any he has, why a decree ought not to pass as prayed.

Madison Brown.

Attorney for Plaintiff.

It is thereupon, this ninth day of May, in the year nineteen hundred and seventeen, by the Circuit Court for Queen Anne's County in Equity, and by the authority thereof, adjudged and ordered that the plaintiff, by causing a copy of this Order to be inserted in some newspaper published in Queen Anne's County, State of Maryland, once a week for four successive weeks before the second day of July, nineteen hundred and seventeen, give notice to the said absent Defendant, William W. Burris, of the object and substance of this bill; and warn him to appear in this Court in person or by Solicitor, on or before the fifteenth day of June next, to answer the premises and show cause, if any they have, why a Decree ought not to pass as prayed.

Filed May the 9th 1917.

William F. Watson, Clerk.

On the twenty fourth day of May, nineteen hundred and seventeen, William W. Burris filed his answer, to wit:

William S. Fowler

vs.

Martha Burris and William
W. Burris, her husband.

In the Circuit Court for
Queen Anne's County, In Equity.
Chancery Docket, Cause No. 2211.

The answer of William W. Burris, one of the defendants above named, to the bill of complaint of William S. Fowler against him in the above cause exhibited.

This defendant admits the several matters and things charged in the complainant's bill to be true, and submits to such decree in the premises as may be right.

And as &..

Wm. W. Burris.

To Thomas J. Keating, Attorney at Law,

Centreville, Maryland.

I hereby authorize and empower you to appear for me in the above cause, to file for me the above answer therein, and such other papers as may be necessary on my part in order that the decree prayed for may be obtained.

William W. Burris.

William S. Fowler,
Plaintiff.
vs.
Martha Burris and
William W. Burris,
her husband,
Defendants.

In the Circuit Court for
Queen Annes County, in Equity.

To the Honorable the Judges of said Court:

The Petition of William S. Fowler,
the Plaintiff in the above entitled cause, to your Honors respectfully states:-

That one of the defendants in the
above cause, Martha Burris, who has been duly returned summoned, as will appear by
reference to the return endorsed upon the subpoena issued against said defendant and
returned in this cause on April 2nd, 1917, is now a lunatic and person non compos
mentis and, so being, the said Martha Burris can not answer and defend this suit for
herself.

Your petitioner, therefore, prays your Honors to appoint some suitable
person as a Guardian ad litem to appear in this cause for the said Martha Burris and
to answer the Bill of Complaint and defend this suit for and in behalf of the said
Martha Burris.

And as in duty bound &.,

Madison Brown
Attorney for Petitioner.

Upon the foregoing petition and the return of the subpoena therein mentioned, It
is Ordered this twenty fourth day of May in the year nineteen hundred and seventeen,
by the Circuit Court for Queen Annes County, in Equity, and by the authority of said
Court, that Cooper Tarbutton, of Queen Annes County in the State of Maryland, be and
he is hereby appointed Guardian ad litem for Martha Burris, alleged non compos mentis
defendant in the above cause, to appear in this cause for and in behalf of said Martha
Burris and to answer and defend for said Martha Burris the Bill of Complaint therein
filed against her and the other defendant, William W. Burris.

And it is further ordered, that the said Guardian ad litem be and he is hereby
authorized and empowered to employ Thomas J. Keating, Esq., to represent the said
Martha Burris in said suit.

Filed May 24, 1917

Philemon B. Hopper

Answer of Guardian ad litem.
William S. Fowler
vs.
Martha Burris and William
W. Burris, her husband.

)
) In the Circuit Court for Queen Annes
) County, in Equity.
)
)
) Chancery #2211.

To the Honorable, the Judges of said Court;

The Answer of Martha Burris, a person non compos mentis, by
Cooper Tarbutton her guardian ad litem, to the Bill of Complaint of of William S.
Fowler against her in this cause exhibited:

This Defendant cannot admit any of the matters and things alleged in the said Bill of Complaint, and being a person non compos mentis submits her rights to the protection of this Honorable Court.

Thomas J. Keating
Attorney for Guardian
ad litem

Cooper Tarbutton
Guardian ad Litem

State of Maryland, Queen Annes County, to wit:

I hereby certify that on this 12th day of January in the year 1918, before the Subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Annes County, personally appeared Cooper Tarbutton, Guardian ad Litem as aforesaid for Martha Burris, and made oath in due form of law that the matters and things stated in the foregoing answer are true to the best of his knowledge and belief.

C. W. Nickerson, J. P.
Justice of the Peace.

REPLICATION

William S. Fowler,
Plaintiff

vs.

Martha Burris and
William W. Burris, her
husband, Defendants.

)
) In the Circuit Court for Queen Annes County,
)
) in Equity.

)
)
) Chancery No. 2211.
)

REPLICATION.

To the Honorable, the Judges of said Court:

The Plaintiff in this cause, William S. Fowler, for Replication to the answer of Martha Burris by her Guardian ad litem and to the answer of William W. Burris, Defendants in this cause, joins issue on the matters and things alleged in said answers in so far as the same may be taken to deny or avoid the allegations of the Bill of Complaint.

Madison Brown
Attorney for Plaintiff.

PETITION TO TAKE TESTIMONY.

William S. Fowler,
Plaintiff.

vs.

Martha Burris and
William W. Burris, her
husband, defendants.

(In the Circuit Court for Queen Annes County,
(in Equity.

(Chancery No. 2211.
(

To the Honorable, the Judges of said Court:

The Petition of William S. Fowler, the Plaintiff in the above entitled cause, respectfully shows that this cause is now at issue and that your petitioner is desirous of taking testimony in said cause in support of the allegation of his Bill of Complaint.

Your Petitioner, therefore, Brays that an order may be passed by this Honorable Court authorizing your petitioner to take testimony before one of the Standing Examiners of this Court for the purpose aforesaid.

Madison Brown
Attorney for Plaintiff.

Upon the foregoing petition it is Ordered this 29th day of January in the year 1918, by the Circuit Court for Queen Annes County, in Equity, and by the authority of said Court, that the papers in this cause be and the same are hereby referred to one of the standing examiners of this Court for the purpose of taking such testimony as may be produced by the parties to this cause; The examiner is directed to give the usual notice to the opposite party of the time and place of the taking of such testimony.

Philemon B. Hopper

Filed Feb. 23, 1918

TESTIMONY, Filed February 23, 1918.

William S. Fowler,)	
Vs.)	
Martha Burris and	)	In the Circuit Court for
William W. Burris,	)	Queen Anne's County, in
her husband.	)	Equity,
	)	Chancery No. 2211.
)	

To the Honorable, the Judges of said Court:

By request of Madison Brown Esq., Counsel for the Plaintiff in the above entitled cause, and Thos. J. Keating Esq., Counsel for the Defendants, the subscriber, one of the regular Examiners for this Honorable Court, did attend at my office in the town of Centerville, Queen Anne's County, Maryland, at the hour of two o'clock P. M. on the twenty second day of February, in the year nineteen hundred and eighteen, and in the presence of the respective Counsel as aforesaid, and in the presence of Cooper Tarbutton, the Guardian ad litem for Martha Burris, one of the defendants, proceeded to take the following testimony, to wit:

Cooper Tarbutton, the first Witness of lawful age produced on the part of the Plaintiffs, being duly sworn and examined, deposes and says:

- 1st Int. State your name, age, residence and occupation.
- Ans. My name is William F. Fowler, I live near Crumpton, Queen Anne's County Md., I am 41 years old and my occupation is farmer.
- 2nd Int. Do you or not know the parties to this suit? If yea, which of them and state how long you have known them.
- Ans. I know all of the parties. I am the Plaintiff and Martha Burris is my sister and William W. Burris is her husband.
- 3rd. Int. Were you or not acquainted With one Maria Matilda Fowler, late of Queen Anne's County? If yea, state if she is living or dead and if dead, When and Where did she die

Ans. I knew her. She was my Mother. She is dead, she died in the summer of 1913. at her residence in Queen Anne's County, Md.

4th Int. State whether or not your mother left a last will and testament?

Ans. She did not.

5th Int. Whom did your mother leave surviving her as her heirs at law?

Ans. She left two children. My sister Martha Burriss and myself. we are the only heirs at law.

6th Int. Where is your Sister, Martha Burriss now living?

Ans. She is now confined at the Eastern Shore Hospital for the Insane at Cambridge, Md.

7th Int. What is her condition of health mentally?

Ans. She has been adjudicated insane by a Jury of Queen Anne's County, Md.

8th Int. State if you know, where William W. Burriss, her husband, now resides?

Ans. He resides near Elkton, Cecil County, Md.

9th Int. State whether or not your mother at the time of her death left any real estate: If yes describe the same briefly in your answer, and give your idea of the value of same?

Ans. At the time of her death she was seized and possessed of a farm located in the 7th Election District of Queen Anne's County, Md. on the right hand side of the public road running from Pond Town to Crumpton and on the left hand side of the public road running from Pondtown to Millington, adjoining the lands of Phillip Grimm on the north, E. B. Coleman on the East, and the name of the farm is Guythers Range or Comegys Reserve and contains two hundred acres of land more or less. I suppose it is worth about four thousand dollars.

10th Int. State who now owns this land which you have described?

Ans. Martha Burriss, my sister, and myself, William F. Fowler.

11th Int. State whether or not, in your opinion, the land mentioned and described by you, can be divided among the parties now owning the same according to their respective interests therein without loss or injury to the persons owning the same and give your reasons for such answer as you may give.

Ans. It cannot be divided among those interested without loss or injury to them. My reason for saying this is, that there is a strip of land which lies next to Phillip Grimm which is the best land on the farm, to undertake to divide this strip would make the parts very narrow and would lessen the value thereof very much. It would be impossible to divide this land into two parts of equal value or of equal size without lessening the value of farm as a whole, owing to the location of the farm, the woodland that there is on it, the meadow of about 30 acres lying in the back of the tract. A part of this farm is much more valuable per acre than the other, it having more life, this more valuable part is the part which I spoke of as lying next to Mr. Grimm.

12th Int. State whether or not in your opinion, it would be to the interest and advantage of the parties owning the land you have described, that said land be sold and the proceeds of the sale divided among the parties entitled thereto.

Ans. Owing to the condition of my sister, Martha Burriss, I do not believe that any part of the land, even though it could be divided, would be any advantage to her. As it is, the land not being capable of a division, it certainly would be to her advantage to have same sold and the proceeds invested for her benefit. Her husband William W. Burriss, when I last saw him, had gone off with another man's wife and is now living with the same in Cecil County, Md. My sister has three children, the oldest of whom is 12 years old but none of them are living with their father. My sister is about thirty five years old. The proceeds of her part of the sales, if invested, I believe would yield her more net income than her part of the net proceeds of the rents of the real estate.

13th Int. Examiner's special.

Ans. I do not.

William F. Fowler

Cooper Tarbutton, the next witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:

State your name, age, residence and occupation.

Ans. My name is Cooper Tarbutton, I am 47 years of age, I reside in Crumpton, Queen Anne's County, Md. and My occupation is farming.

2nd Int. Do you or not know the parties to this suit? If yea, which of them and how long have you known them?

Ans. I know all the parties to the suit and have known them all their lives.

3rd. Int. Were you or not acquainted with one Maria Matilda Fowler late of Queen Anne's County? If yea, state whereth she is living or dead and if dead when and where did she die?

Ans. I knew her. She died at her residence near Crumpton, in Queen Anne's County, Md. in the summer of 1913.

4th. Int. State whether or not the said Maria Matilda Fowler left a last will and testament.

Ans. She left none that I know of.

5th Int. Whom did the said Maria Matilda Fowler leave surviving her as her heirs at law?

Ans. She left two children, William Fowler, and Martha Burriss, the wife of William Burriss.

6th Int. Where is Mrs. Martha Burriss now living?

Ans. She is now confined in the Eastern Shore Hospital for the Insane at Cambridge, Md.

7th Int. What is her condition of health mentally?

Ans. She has been adjudicated insane by a Jury.

8th Int. State, if you know, where her husband William W. Burriss now resides?

Ans. Near Elkton, Cecil County, Md.

9th Int. State whether or not the said Mrs. Maria Matilda Fowler at the time of her death left any real estate; if yea, describe same briefly in your answer and give your idea of the value of same.

Ans. She left a farm in the Seventh Election District of Queen Anne's County, Md., on the right hand side of the public road leading from PondtWon to Crumpton and on the left hand side of the public road from PondtWn to Millington, adjoining on the north the land of Phillip Grimm and on the east by the land of E. B. Coleman. The farm contains about two hundred acres of land and is worth about four thousand dollars, it might be a little more or a little less, but I think four thousand dollars will about cover its value.

10th Int. State who now owns this land which you have described?

Ans. William F. Fowler and Martha Burriss, the two children of Mrs. Maria Fowler.

11th Int. State whether or not, in your opinion, the land mentioned and described by you, can be divided among the parties now owning the same according to their respective interests therein without loss or injury to them and give the reasons for such opinion as you may give?

Ans. I don't think it could be divided. I don't think it would be practical to divide it among those entitled without loss or injury to them. My reason for saying this is, that owing to the location of the farm, the shape of same, and the fact that there is about 30 acres of meadow land and about 40 acres of woodland and a part of the land is much more valuable than the other, it would in my judgment be impossible to divide in equal parts or in parts of equal value without lessening considerably the value of the whole.

12th Int. State whether or not, in your opinion, it would be to the interest and advantage of the parties owning the land you have described that said land be sold and the proceeds of sale divided among the parties entitled thereto?

Ans. Yes: it would be to the interest and advantage of the parties to have same sold.

Examiner's special.

Ans. I don't know of any thing else.

Cooper Tarbutton

Bruce C. Sparks, the next Witness of lawful age produced on the part of the Plaintiff being duly sworn and examined, deposes and says:

1st Int. State your name, age, residence and occupation.

Ans. My name is Bruce C. Sparks; I reside at Crumpton, Md., I am 45 years old and my occupation Painter.

2nd. Int. Do you or not know the Parties to this suit; if yea, Which of them and how long have you known them.

Ans. Yes: I know them all. I have known them for twenty years or more.

3rd. Int. Were you or not acquainted with one Maria Matilda Fowler, late of Queen Anne's County? If yea, state whether or not she is living or dead and if dead when and where she died.

Ans. I knew her. She is dead. She died at her home in the seventh district this County, in the summer of 1913, I think it was, any how it was four or five years ago.

4th Int. Did the said Maria Matilda Fowler leave a last Will and testament?

Ans. I never heard of any.

5th Int. Whom did the said Maria Fowler leave surviving her as her heirs at law?

Ans. She left two children. William F. Fowler, and Martha Burriss, Wife of William Burriss, parties to this suit.

6th Int. Where is Mrs. Martha Burriss now living?

Ans. I don't really know but it is reputed that she is confined in the Hospital for the insane at Cambridge, Md.

7th Int. What is her condition of health mentally?

Ans. I understand that she has been adjudicated insane by a Jury. She is unsound of mind.

8th Int. If you know, state where her husband, Wm. W. Burriss now resides?

Ans. I have heard that he resides in Cecil County, Md. in fact I have seen him over there but I have not been to his home.

9th Int. State whether or not the said Mrs. Maria Matilda Fowler died seized and possessed of any real estate, if yea, describe same briefly in your answer and give your idea of the value of same?

Ans. She left a farm which I have always known as the Fowler farm, about a mile and a half from Crumpton, Queen Anne's County, Md. It is the same farm as described by Mr. Fowler and Mr. Tarbutton in their testimony in this case. I think it is worth about four thousand dollars, in its present shape.

10th Int. State who now owns the land you have mentioned and described?

Ans. William Fowler and Martha Burriss the parties to this suit.

11th Int. State whether or not, in your opinion, the land mentioned and described by you, can be divided among the parties owning the same according to their respective interest therein, without loss or injury to them and give reasons for such opinion as you may give.

Ans. It can not be divided without loss or injury. The best part of the land is a long narrow strip and there is about 30 acres of meadow and 40 acres of woodland and the balance of the farm is of land of nothing like as valuable as the long narrow strip I have spoken of. Owing to the location these respective parts and the shape of the farm it is impossible to divide it in equal parts and to divide it in parts of equal value would mean a lessening of the value of the whole.

12th Int. State whether or not in your opinion, it would be to the interest and advantage of the parties owning the land you have described that said land be sold and the proceeds of sale be divided among the parties entitled thereto?

Ans. I should think it would be best for it to be sold and the proceeds divided among the parties entitled to them. As it is and under the conditions, the land will continue to go back in quality.

13th Int. Examiner's special.

Ans. I do not know of anything else.

Bruce C. Sparks

There being no further Witnesses to be examined, but Counsel desiring further time for the production and filing of other evidence, an adjournment Was taken until Saturday at ten o'clock A.M. Feby 23, 1918.

February 23, 1918, 10 o'clock A.M. Counsel for Plaintiff files With your Examiner, a certified copy of the INquisition, Finding of the Jury and Order of Court, in the matter of the lunacy of Martha Burris, and asks that same be taken as a part of the testimony offered upon their part, said certified copy being marked "B", Exhibit #1.

No further time being desired for the production of evidence by either party, your Examiner hereWith respectfully makes his Return of the testimony together With his Exhibit B. #1. and certifies that he Was engaged as such Examiner tWo days and examined three Witnesses, making costs chargeable to Plaintiff, as follows:

Charles E. Tucker,	Examiner	\$ 8.00
Bruce C. Sparks,	Witness and itinerant charge	3.25
Cooper Tarbutton	" " " "	3.25
		<hr/>
		14.50

Respectfully,

Charles E. Tucker
Examiner

Inquisition, Finding of the Jury and Order of Court.

Certified copy of "B", Exhibit #1, Filed February
23, 1918.

THIS INQUISITION, taken this Eleventh day of June, in the year nineteen hundred and seventeen, at the Town of Centerville, Queen Anne's County, in the State of Maryland, before James W. Yeates, Esquire, the Sheriff of said county, in virtue of the annexed Writ de lunatico inquirendo to him directed, issued out of the Circuit Court for Queen Anne's County, sitting as a Court of Equity, upon the oaths of William McKenney, Charles A. Busteed, Frederick E. Schnepfe, Charles F. Rich, William J. Price, Junior, S. Charles Walls, Alfred Green, Clayton T. Cann, Raymond C. Keith, Howard E. Price, Elbert E. Kennard and Robert Coursey good and lawful men of the bailiwick, who being duly sworn and charged upon their oaths to inquire, among other things, of the lunacy of Martha Burris, Witnesseth:

That the said jurors aforesaid do find that the said Martha Burris, in the Writ named, is of unsound mind, a person non compos mentis, a lunatic, suffering from dementia praecox, so that she is not capable of the government of herself or of the management of her estate and property, and that she has been in such state of mind for at least five years.

And the jurors aforesaid do also find that the said Martha Burris, at the time of the taking of this inquisition, is seized and possessed as one of the children and heirs at law of Maria Matilda Fowler, late of Queen Anne's County, deceased, of an undivided half interest in fee simple in and to a tract of land or farm situate, in Queen Anne's County aforesaid, in the Seventh Election District thereof, on the right side of the public road leading from Pondtown to Crumpton and on the left side of the public road leading from Pondtown to Millington, and called or known as "Guyther's Range", or "Comegys' Reserve", adjoining on the north of Philip Grimm and on the east the lands of E. B. Coleman, and containing two hundred acres of land, more or less; that she has no personal property; that the land descended unto her brother, Wm. F. Fowler, and unto her from Maria M. Fowler; and that the land in its

entirety is subject to the funeral expenses of Maria M. Fowler amounting to \$89.81, and to another debt of Maria of Maria M. Fowler amounting to \$286.23; that Maria M. Fowler is the mother of Martha Burris;

And the jurors aforesaid further find that the said Martha Burris has a husband, one William W. Burris, and three children, by name Joseph E. Burris, about 11 or 12 years of age; Mary Burris, about 6 or 7 years of age, and William Burris, about 3 or 4 years of age.

In Witness Whereof, as Well the jurors aforesaid, as the said James W. Yeates, Esquire, Sheriff, have hereunto subscribed their names and affixed their seals the day and year first hereinbefore mentioned.

J. W. Yeates Sheriff	(SEAL)	Alfred Green	(SEAL)
Wm. McKenney	(SEAL)	C. T. Cann	(SEAL)
Chas. A. Busteed	(SEAL)	Raymond C. Keith	(SEAL)
F. E. Schnepfe	(SEAL)	Howard E. Price	(SEAL)
Charles F. Rich	(SEAL)	Elbert E. Kennard	(SEAL)
W. J. Price Jr.	(SEAL)	Robert Coursey	(SEAL)
S. Chas. Walls	(SEAL)		

Filed June 11th, 1917

In the Circuit Court for Queen Anne's County in Equity.

In the Matter of the Lunacy
of
Martha Burris

Chancery Docket,
Cause No. 2214.

Ordered, this twenty ninth day of January, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the finding of the Jury under the Inquisition taken and held by them in the aforesaid cause on the eleventh day of June, nineteen hundred and seventeen, be and the same is hereby ratified and confirmed; and it is further adjudged, ordered and decreed that Madison Brown of Queen Anne's County, State of Maryland, be and he is hereby appointed Committee of the Person and Trustee for the management of the Property of the said Martha Burris, and that before the said Madison Brown shall begin to act in the latter capacity under the authority of this appointment, he shall execute and file With the Clerk of this Court a bond to the State of Maryland in the penal sum of Two Thousand Dollars, with a surety or sureties to be approved by the Clerk of this Court, conditioned upon the true, proper and faithful performance of the trust reposed in him by this decree or that may be reposed in him by any future decree or order in the premises, and that as soon as may be convenient, he return tho this court a full and complete inventory of the entire property of the said Martha Burris as it now exists.

PHILEMON B. HOPPER

Filed January 29th, 1918.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to Wit:

I hereby certify that the foregoing is a true copy of the INquisition, Finding of the Jury and Order of the Court filed in the above entitled case and now remaining in my office.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court this tWenty second day of February, in the year nineteen hundred and eighteen.

Circuit
Court
Seal

J. F. Rolph
Clerk

DECREE

WILLIAM S. FOWLER,
PLAINTIFF.
VS.
MARTHA BURRIS
AND WILLIAM W. BURRIS,
DEFENDANTS.

IN THE CIRCUIT
COURT FOR QUEEN
ANNE'S COUNTY, IN
EQUITY.

The above cause standing ready for hearing, and being submitted Without argument, the Bill of Complaint, Exhibits, Answers, Replication, Testimony and all other proceedings Were read and considered.

It Is thereupon, this Eighth day of March, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of the said Court, Adjudged, Ordered and Decreed that the real estate mentioned and described in the proceedings in the above cause be sold forthe purpose of partition of the money arising from such sale among the parties, according to their respective interest and rights therein.

That Madison Brown and Thomas J. Keating of Queen Anne's County, Maryland, be and they are hereby appointed trustees to make said sale, and the course and manner of their proceedings shall be as follows:- they shall first file With the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, executed by themselves, With a surety or sureties to be approved by this Court, or the said Clerk, in penalty of Four Thousand Dollars, current money, conditioned for the faithful performance of the trust reposed in them by this Decree, or that may be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three Weeks previous notice by advertisement, inserted in some neWspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as they shall think proper, of the time, place, manner and terms of sale, Which terms shall be as follows:

One third of the purchase money to be paid in cash on the day of sale, or in sixty days thereafter, to be secured by note With interest added and approved

security, and the balance of the purchase money to be paid in two equal installments in one and two years from the day of the sale, with interest on each installment from the said day of the sale, and the payments thereof to be secured by the bonds or notes of the purchaser or purchasers with a surety or sureties to be approved by the said trustees, or the whole purchase money in cash on the ratification of the sale by this Court, with interest from the day of the sale, at the option of the purchaser; a cash deposit of five hundred dollars to be required at the time of the sale.

And, as soon as may be convenient after any such sale or sales, the said Trustees 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 the said sale or sales, annexed; and on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money, (and not before), the said Trustees by a good and sufficient deed, to be executed and acknowledged by them agreeably to law, shall convey to the purchaser or purchaser of said property, to be his, her or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them; and the said Trustees shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Philemon B. Hopper

BOND.

Security approved and bond filed April 1st, 1918.

State of Maryland, Sct:

KNOW ALL MEN BY THESE PRESENTS, that We, Thomas J. Keating and Madison Brown, of Queen Anne's County, State of Maryland, and the American Surety Company of New York, a body corporate of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of four 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, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed With our seals and dated this first day of April, in the year nineteen hundred and eighteen.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, in Equity, bearing date on the eighth day of March, nineteen hundred and eighteen, and passed in a cause in the said Court wherein William S. Fowler is the plaintiff and Martha Burris and William W. Burris are defendants, the above bound Thomas J. Keating and Madison Brown have been appointed trustees to make sale of certain real estate in the proceedings of said cause mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Thomas J. Keating and Madison Brown do, and shall, Well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by and future decree or order in the premises, then the above obligation to void; otherwise to remain in full force and virtue in law.

Thomas J. Keating (SEAL)

Signed, sealed and
delivered in the presence
of Delha D. Brown

Madison Brown (SEAL)

AMERICAN SURETY COMPANY OF NEW YORK
by Madison Brown
its Attorney in Fact.

American Surety Co.
Seal

Attest:

J. Lemuel Roberts

Report of Sales and Order Nisi.

William F. Fowler,
Plaintiff,

In the Circuit Court for Queen Anne's
County, in Equity.

vs.

Martha Burris
William W. Burris,
Defendants.

To the Honorable, the Judges of said Court:

The Report of Thomas J. Keating and Madison Brown, trustees appointed in the above cause to make sale of the real estate therein decreed to be sold, respectfully shows:

That, after giving bond with security for the faithful discharge of their trust, as required by said decree, and giving notice of the time, place, manner, and terms of sale by advertisement inserted in The Centerville Record and in the Centerville Observer, two newspapers printed and published in Queen Anne's County, Maryland, for more than three successive weeks before the day of sale, they did, pursuant to said notice and advertisement, attend in front of the Court House Door in the town of Centerville, Queen Anne's County, Maryland, on Tuesday the 2nd day of April, 1918, at the hour of one o'clock P.M. and then and there proceeded to make sale of the real estate decreed to be sold in the above proceedings as follows, to wit:

Your trustees caused the advertisement to be read and announced that the real estate would be offered in two parcels and then as a whole and would be disposed of in the manner to realize the highest price, and when offered as a whole the bid was more than the aggregate of the property when offered in two parcels.

Your trustees offered for sale the entire tract consisting of all that tract of land, or farm, situate in the seventh Election District of Queen Anne's County, Maryland, on the road from Pondtown to Crumpton and also on the road from Pond Town to Millington, adjoining the lands of Philip Grimm and the lands of E. B. Coleman,

known as the "Maria Fowler Farm", containing two hundred acres of land, more or less, and sold the same to William F. Fowler, he being then and there the highest bidder therefor, at and for the sum of twenty eight dollars and fifty cents per acre aggregating the sum of five thousand seven hundred dollars for the entire tract.

As the real estate was rented for the year 1918 your trustees reserved the crops from the operation of the sale and stated that the purchase money would bear interest from January 1, 1918, and taxes for the present year would be paid from the proceeds of sale. A certificate of the advertisement of sale is herewith filed. The purchaser has not yet complied with the terms of sale.

Respectfully submitted,

Thomas J. Keating
Madison Brown
Trustees

State of Maryland, Queen Annes County, to Wit:

I hereby certify that on this fourth day of April, in the year nineteen hundred and eighteen, before the Subscriber, Clerk of the Circuit Court for Queen Anne's County, personally appeared Thomas J. Keating and Madison Brown, the trustees above named, and did each make oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of their knowledge and belief and that the sale therein reported was fairly made.

J. F. Rolph, Clerk

Filed April 4th, 1918

Order Nisi.

William F. Fowler,
Plaintiff.

vs

Martha Burris
William W. Burris,
Defendants.

In the Circuit Court for Queen Annes
County, in Equity.

Ordered this fourth day of April in the year 1918, by the Circuit Court for Queen Annes County, in Equity, and by the authority of said Court, that the sale made and reported in the above cause by Thomas J. Keating and Madison Brown, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the seventh day of June 1918; provided a copy of this order be published in some newspaper printed and published in Queen Annes County, Maryland, once in each of four successive weeks before the seventh day of May next.

The report states the amount of the sales to be \$5700.00

Filed April 4, 1918

J. F. Rolph, Clerk

In the Circuit Court for Queen Anne's County in Equity.

William F. Fowler, Plaintiff,

vs.

Martha Burris et al., Defendants

Chancery Docket,

Cause No. 2211

Ordered, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, that the sale set forth in the within and foregoing report of sale be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the preceding order, or order nisi, passed in relation to said sale. The trustees are

allowed the usual commissions and all expenses incident to said sale not personal. The proceedings of the above entitled cause are hereby referred to Madison B. Bordley, Special Auditor, With directions to state an account between the trustees appointed to make said sale by the decree heretofore passed and the proceeds of said sale. Passed June 22, 1918.

Filed June 22, 1918

Philemon B. Hopper

THE CENTERVILLE RECORD.

Centerville, Md. April 3, 1918

THE CENTERVILLE RECORD PUBLISHING CO. hereby certifies that the Trustee Sale of Fowler Farm in the case of Wm F. Fowler plaintiff and Martha and Wm. W. Burris defendants a true copy of which is hereto annexed, was inserted in the Centerville Record, a Weekly newspaper printed and published at Centerville, Queen Anne's County, Maryland, once a week for four successive weeks before the 2nd day of April in the year 1918.

The Centerville Record Publishing Co.

Filed April 4, 1918

By B. L. Goldsborough

TRUSTEES' SALE

of a
VALUABLE FARM

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed in Cause No. 2211, wherein William F. Fowler is plaintiff and Martha and William W. Burris are defendants, the undersigned, as trustees will sell at public sale to the highest bidder, in front of the Court House door in the town of Centerville, Queen Anne's County, Maryland, on

TUESDAY, APRIL 2, 1918

At 1 o'clock P.M.

ALL THAT FARM OR TRACT

of land known as the "Maria Fowler Farm" situate in the Seventh Election District of Queen Anne's County, Maryland, on the road from Pondtown to Crumpton and on the road from Pondtown to Millington, now in the occupancy of William S. Fowler, adjoining the lands of Phillip Grimm and E. B. Coleman, and containing

200 ACRES OF LAND

MORE OR LESS

The improvements consist of 2 Frame Dwellings and 2 sets of but buildings. The arable land consists of about 140 acres, and the rest is in Woods and meadow. The arable land is adapted to growth of corn, tomatoes, peas, and all kinds of truck. The farm will be offered in two parcels and then as a whole, and will be sold in the way to realize the most money.

The description of the separate parcels will be announced on day of sale with their contents.

TERMS OF SALE.

One third of the purchase money in cash on the day of sale, or in sixty days thereafter, to be secured by the note With interest added and With approved security thereon, and the balance in two equal instalments in one and two years from the day of sale, With interest added on each instalment from the day of sale, and the payments thereof to be secured by the bonds or notes of the purchaser or purchasers With a surety or sureties thereon to be approved by the trustees; or the Whole purchase money in cash on ratification of sale by the Court, With interest from day of sale at option of the purchaser; a cash deposit of \$500. Will be required at time of sale.

THOMAS J. KEATING

MADISON BROWN

Trustees

Centerville, Md.

George A. Whitely, Auct.

CERTIFIED COPY OF ORDER OF NISI, Filed June 12th, 1918

THE CENTERVILLE RECORD

CENTERVILLE, MARYLAND. June 12th, 1918

THE CENTERVILLE RECORD PUBLISHING CO. hereby certifies that the order nisi in the case of Fowler Plaintiff vs. Burris et al defendants a true copy of Which is hereto annexed, Was inserted in The Centerville Record, a Weekly newspaper printed and published at Centerville, Queen Anne's County, Maryland, one a Week for four successive Weeks before the 7th day of May in the year 1918.

THE CENTERVILLE RECORD PUBLISHING CO.,

By E. H. Brown, Jr.
President.

ORDER NISI

William F. Fowler, Plaintiff,

vs.

Martha Burris, William W. Burris, Defendants.

In the Circuit Court for Queen Anne's County, in Equity.

Ordered, this fourth day of April, in the year 1918, by the Circuit Court for Queen Anne's County, in Equity. and by the authority of said Court, that the sale made and reported in the above cause by Thomas J. Keating and Madison Brown, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the seventh day of June, 1918; provided a copy of this order be published in Queen Annes County, Maryland, once in each of four successive Weeks before the seventh day of May next.

The report states the amount of sales to be \$5,700.00

J. F. Rolph, Clerk.

True copy--

Test: J. F. Rolph, Clerk

Filed April 4th, 1918.

Petition for payment out of funds of Martha Burris the cost of Lunacy Proceedings against her in Cause No. 2114.

Filed Jan, 27, 1919.

In the Circuit Court for Queen Anne's County in Equity.

William S. Fowler

vs.

Martha Burris et al.

)
) Chancery Docket,
)
) Cause No. 2211.
)
)

To the Honorable, the Judges of said Court:

The petition of William S. Fowler, by Madison Brown, his attorney, unto Your Honors respectfully sets forth:

1. That Martha Burris, one of the defendants of the above cause, Was, after a commission de lunatico inquirendo issued out of this court upon the petition of the said William S. Fowler, filed in Cause No. 2214 of this court, adjudged a lunatic, the lunacy proceedings being ratified by this court by its order passed in said Cause No. 2214 on January 29, 1918.
2. That While the order so ratifying said lunacy commission provided for the appointment of a trustee for the estate of said Martha Burris no person every qualified as such trustee.
3. That said Martha Burris Was at the time she Was so adjudged a lunatic seized and possessed of one undivided half part of the land decreed to be sold in the above cause and Which Was sold April 2, 1918, by Thomas J. Keating and Madison Brown, the trustees named in the decree of this cause to make said sale.
4. That the said Martha Burris departed this life sometime in the month of December of the year nineteen hundred and eighteen.
5. That prior to the time of the death of the said Martha Burris the purchaser of the property decreed to be sold in this cause at the sale so made by said trustees had paid to the said trustees on account of said purchase money only a sum sufficient to about pay the expenses of said sale and the court costs of this suit, and paid no more money on account of said purchase until after the death of the said Martha Burris, When he made full settlement, so that there is now in the hands of the trustees of this cause undistributed and as the property of the said Martha Burris one half of the net sale of this cause, a sum amounting to \$2556.10, according to the calculation of the trustees of this cause, no addit yet having stated.
6. That the said Martha Burris had no other property than her interest in the land sold in this cause.
7. That your petitioner instituted said lunacy proceedings through Madison Brown Whom he employed to file the petition in said cause No. 2214 and to conduct said

proceedings to completion, and said proceedings were conducted by the said Madison Brown to the final order in said cause upon said petition.

8. That at the hearing the said Martha Burris was represented by Thomas J. Keating an attorney of this court.

9. That at said hearing in said lunacy proceedings Doctor Charles J. Carey, an expert in mental disorders and at that time the superintendent of The Eastern Shore Hospital for the Insane (at which place Martha Burris was then confined) appeared before jury empaneled in said proceedings and testified as to the mental condition of said Martha Burris; that his attendance was procured by the said Madison Brown in order that there might be expert testimony given in said proceedings as to the mental condition of said Martha Burris by one acquainted with her; that for his attendance said Charles J. Carey has charged twenty dollars.

10. That your petitioner is advised that the charge of the said Charles J. Carey and the costs of said lunacy proceedings, including as part of the said costs a reasonable fee to the said Madison Brown for his services rendered in said lunacy proceedings and a reasonable fee to the said Thomas J. Keating for his legal services rendered in said proceedings, are properly payable out of the money of the said Martha Burris now in the hands of the trustees of this cause and in the jurisdiction of this court.

Your petitioner therefore prays Your Honors to pass an order authorizing and directing Thomas J. Keating and Madison Brown, the trustees of this cause, to pay out of the money now in their hands as the property of said Martha Burris, the court costs incident to the lunacy proceedings above mentioned as shown by the bill of costs made by the clerk of this court, to pay unto the said Madison Brown a reasonable fee for his services rendered as aforesaid in said lunacy proceedings, to pay unto the said Thomas J. Keating a reasonable fee for his legal services rendered as aforesaid in said proceedings and to pay unto the said Doctor Charles J. Carey the sum of twenty dollars for his account above mentioned.

Respectfully submitted,

Madison Brown,
Attorney for Petitioner.

Ordered on this twenty seventh day of January, nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County in Equity, upon the foregoing petition, that Thomas J. Keating and Madison Brown, the trustees of the above entitled cause, be and they are hereby authorized and directed to pay out of the money now in their hands as the property of Martha Burris mentioned in the foregoing petition, the court costs of the lunacy proceedings of Cause No. 2214, as shown by the bill of costs of the clerk of this court, to pay unto Madison Brown the sum of one hundred dollars as a fee for his services rendered in said lunacy proceedings, to pay unto Doctor Charles J. Carey the sum of one hundred dollars for his charge in said proceedings.

Filed January 27th, 1919

Philemon B. Hopper

Be it remembered that heretofore to Wit on the eighteenth day of May, in the year nineteen hundred and seventeen, Lillie E. Chambers and OWen Chambers, her husband, by Richard T. Earle, their solicitor filed in Court her their Bill of Complaint against John T. Bruehl and A. HoWard Johnson et al. in the Words and of the tenor following to Wit:

Lillie E. Chambers and
OWen Chambers, her husband

vs.

John T. Bruehl and A. HoWard
Johnson

(In the Circuit Court for
)
(Queen Anne 's County, in
)
(Equity.
)
)
)
)
)
)

To the Honorable, the Judges of said Court:

Your Orators, complaining, say:

(1) That on the fourth day of May, in the year nineteen hundred and seventeen, your Orators, Lillie E. Chambers and OWen Chambers, her husband, entered into a contract in Writing With John T. Bruehl and A. HoWard Johnson, of Queen Anne's County, Maryland, for the sale to said John T. Bruehl and A. HoWard Johnson, at and for the sum of sixteen hundred dollars, of the following real estate; All that tract of land or farm situate in the Third Election District of Queen Anne's County, Maryland, known as the "Schrieber Farm" or the "Slaughter farm" or by whatsoever name or names the same may be known or called, adjoining the lands of R. J. Walbert, the lands of the Harman heirs, the lands of John Waldron and the lands of others, containing one hundred acres of land more or less, being the same and all the land described in the deed to Lillie E. Chambers from Richard T. Earle and Wife and William Emory Clough and Wife, dated the tenth day of February in the year nineteen hundred and fifteen and recorded in Liber W.F.W. No. 6, folios 497 & a land Record Book for Queen Anne's County Maryland, a certified copy of which said deed is herewith filed marked Complaints Exhibit #1, and is prayed to be taken as a part of this Bill of Complaint.

(2). That under the terms of the aforesaid contract entered into between your Orators and the Defendants, the aforesaid purchase money of sixteen hundred dollars, was to be paid by the said Defendants as follows: One hundred and fifty dollars thereof, at the time of the execution of said contract and the remainder thereof was to be paid as soon as your orators should execute and deliver unto the said Defendants a deed for said real estate conveying unto said Defendants a good and marketable title to the real estate mentioned in said contract, the said balance of the purchase money to bear interest from the date of said agreement to the date of the delivery to said defendants of the said deed, as will appear by reference to said written contract entered into between your Orators and the said Defendants, marked Complaints Exhibit #2, filed herewith, and prayed to be taken as a part of this Bill of Complaint

(3). That the said Defendants have paid unto your Orators the said cash payment of the sum of one hundred and fifty dollars, mentioned in the aforesaid contract of sale.

(4). That the Defendants, John T. Bruehl and A. Howard Johnson now refuse to pay unto your Orators, the said balance of the purchase money upon the ground that your Orators are unable to execute and deliver to them a deed for said real estate conveying unto them a good and marketable title to said real estate, the grounds for the alleged inability of your orators to convey a good and marketable title to them of said real estate, being based upon the following facts in reference to the title to said real estate at the time of the making of the aforesaid contract of sale, that is to say:

(A). That the real estate mentioned and described in the aforesaid contract of sale, marked Complainants Exhibit #2; Was at one time owned by one James A. Slaughter now deceased, and was composed of two tracts of land consisting of about fifty acres each; one of which said tracts was conveyed unto the said James A. Slaughter by deed from Ella S. and Bertha A. Myers and the other of which said tracts was conveyed to the said James A. Slaughter by deed from W. Scott Roberts, Atty.

(B). That the said James A. Slaughter, the said former owner, of the real estate mentioned and described in the aforesaid contract of sale, departed this life in Queen Anne's County, Maryland, seized and possessed of said real estate, subject however, as to that portion of said real estate conveyed to him by W. Scott Roberts, Attorney, to a mortgage executed by the said James A. Slaughter to William B. Earle, Trustee for Mary E. Earle, which said mortgage also embraced other real estate of said James A. Slaughter, now deceased.

(C). That, being so seized and possessed of the real estate mentioned and described in the aforesaid contract of sale, the said James A. Slaughter departed this life leaving a last Will and testament bearing date the 21st day of March, in the year 1910, duly executed to pass real estate, and duly admitted to probate by the Orphans Court for Queen Anne's County aforesaid and now of record in the office of the Register of Wills for said Queen Anne's County: a certified copy of which last Will and testament is herewith filed marked Complainants Exhibit #3, and prayed to be taken as a part of this Bill of Complaint.

(D). That the said James A. Slaughter in his last Will and testament did name, constitute and appoint his Wife, Blanche P. Slaughter and his brother George Slaughter, to be the executors of his said last Will and testament and did also appoint the said Blanche P. Slaughter and George Slaughter to be trustees for certain purposes mentioned in said last Will and testament.

(E). That the said Blanche P. Slaughter and George Slaughter made application to the Orphans Court for Queen Anne's County, aforesaid, and letters testamentary upon the estate of the said James A. Slaughter deceased, were duly granted to them by said Court and the said Executors filed in said Court their bond as executors under said last Will and testament, in the penalty of the sum of Two Thousand dollars, with James T. Earle, as sole surety thereon.

(F). That after letters testamentary had been granted to the said Blanche P. Slaughter and the said George Slaughter and after they had filed their aforesaid bond as executors aforesaid, with the said James T. Earle as sole surety thereon as aforesaid, the said

Blanche P. Slaughter and George Slaughter entered upon the discharge of their duties as executors under said last Will and testament and on the 14th day of May, in the year 1914, obtained an order from the said Orphans Court for Queen Anne's County, authorizing, directing and empowering them to make sale of the real estate mentioned and described in the aforesaid contract of sale, and in pursuance of said order of said Orphans Court and of the terms of said last Will and testament, on the ninth day of June, in the year 1914, made sale of the real estate mentioned and described in said contract of sale at public sale to Richard T. Earle and William Emory Clough at for the sum of Nine hundred and ninety six and 31/100 dollars.

(G). That the said sale so as aforesaid made by Blanche P. Slaughter and George Slaughter, the said executors under the said last Will and testament of the said James A. Slaughter, deceased, to the said Richard T. Earle and William Emory Clough and so so as aforesaid reported to the Orphan Court for said Queen Anne's County, Was, on the first day of September in the year nineteen hundred and fourteen, finally ratified and confirmed by the aforesaid Orphans Court after the publication of the usual order nisi, and the said real estate mentioned and described in the aforesaid contract of sale Was on the fifth day of Sept. in the year 1914, conveyed by the said Blanche P. Slaughter and George Slaughter executors named in the said last Will and testament of the said James A. Slaughter deceased, by deed duly executed and acknowledged by said Blanche P. Slaughter and George Slaughter executors named as aforesaid.

(H). That the said Blanche Slaughter and George Slaughter, Executors named as aforesaid in said last Will and testament, charged themselves With the aforesaid purchase money for said real estate and the said purchase money Was duly applied by them to the payment of the aforesaid mortgage on that portion of said real estate conveyed to the said James A. Slaughter by W. Scott Roberts Attorney to the extent of the sum of five hundred and three dollars and seven cents (\$503.07) and the remainder thereof duly applied by them to the payment of certain costs of administration and of certain indebtedness due by the estate of the said James A. Slaughter, deceased.

(I). That after the said Blanche P. Slaughter and George Slaughter, Executors named in said last Will and testament, received said purchase money and disbursed the same as aforesaid, it Was discovered that the original bond had only one surety, Whereupon the said Orphans' Court for Queen Anne's County on the tenth day of August, in the year 1915, passed an order directing that a new bond be filed by the said Blanche P. Slaughter and George Slaughter, the Executors named in said last Will and testament, which said bond the said Blanche P. Slaughter, on her part, failed and neglected to file as required by said order and thereupon the said George Slaughter filed in said Court his separate bond With a Surety Company as security thereon in the penalty of the sum of Two Thousand Dollars, which said bond Was duly approved by said Orphans' Court and letters testamentary upon the estate of the said James A. Slaughter, deceased Were duly granted to the said George Slaughter, as Will appear by reference to a certified copy of the proceedings of said Orphans' Court hereWith find marked Exhibit #4.

(5). That your Orators are Willing and ready to perform and carry out the terms and provisions of the aforesaid Contract of Sale and charge and aver that, notwithstanding the matters and things alleged by the said John T. Bruehl and A. Howard Johnson as set forth in Sections A, B, C, D, E, F, G, H and I of Paragraph Four of this Bill of Complaint, your Orators are able to execute and deliver to said John T. Bruehl and A. Howard Johnson a deed for the said real estate mentioned and described in said Contract of Sale, conveying unto them a good and marketable title to said real estate.

To the end therefore,

(1) That the said agreement made and entered into by and between your Orators and the said John T. Bruehl and A. Howard Johnson may be specifically enforced.

(2). That the said John T. Bruehl and A. Howard Johnson may be directed to pay unto your Orators the aforesaid balance of the purchase money and the accrued interest thereon.

(3) And that your Orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your Orators the Writ of subpoena against the said John T. Bruehl and A. Howard Johnson, directed to the Sheriff of Queen Anne's County, wherein said defendants reside, commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

As in duty bound, &

Richard T. Earle
Solicitor for Plaintiff

Exhibits referred to in the foregoing Bill of Complaint are as follows,

to Wit:

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the tenth day of February, in the year nineteen hundred and fifteen, the following DEED Was brought to be recorded, to Wit:

THIS DEED, made this Tenth day of February, in the year nineteen hundred and fifteen, by Richard T. Earle and Cora B. Earle, his Wife, and William Emory Clough and Helen Clough, his Wife, all of Queen Anne's County, Maryland.

WITNESSETH: that for and in consideration of the sum of five hundred dollars (\$500.00), the receipt of which is hereby acknowledged, and the assumption by the Within named grantees of a mortgage and the interest on said mortgage to accrue said mortgage being for the sum of one thousand dollars, given by the above named grantors to Ann T. Harper on the eighth day of September, in the year nineteen hundred and fourteen, and recorded in Liber W.F.W. No. 6, folio 9 etc., a land record book for Queen Anne's County, the said Richard T. Earle and Cor B. Earle, his Wife, and the said William Emory Clough and Helen Clough, his Wife, do hereby grant and convey unto and to Lillie E. Chambers, her heirs and assigns, in fee simple, the following piece of real estate, to Wit:

One Fifty Cent
Docementary
L.E.C. 2/10/15

All that tract or part of a tract of land or farm, situate, lying and being in the Third Election District of Queen Anne's County, at or near the village of Burrisville, and adjacent to the lands of R. L. Walbert, W. J. Woodford, John Harvey, the heirs of Bowers Payne, John Waldron and the Harman Farm, and more particularly described by metes and bounds, courses and distances, by a survey made by F. E. Schnepfe, made on November the seventeenth, 1914, and therein described as follows: Beginning for the same at a point on the divisional fence between the land hereby conveyed and the Harman Farm opposite the divisional fence between this farm and the R. J. Walbert Farm and running thence North forty seven and one quarter degrees East one hundred and thirty one rods, thence North fifteen and one half degrees West one hundred and nine and two tenths rods to a stone a corner for this land and the land of the heirs of Bowers Payne, thence along the Payne land South forty five and one half degrees West forty one rods, thence South fifty and one quarter degrees West thirteen rods, thence South fifty one and one half degrees West sixteen rods, thence South eighty eight degrees West nine rods to the lands of John Waldron, thence along the Waldron land South forty eight degrees West forty six rods, thence South forty six and one half degrees West twenty eight rods, thence South forty five degrees and one half of a degree West twenty rods, thence south fifty one and one half degrees West nine rods to a stake a corner for this farm and the lands of John Waldron and the lands of the Harmon heirs, thence along the divisional line between the land hereby conveyed and the Harmon land South forty two degrees and thirty minutes East one hundred and three and six tenths rods to the place of beginning, containing according to said survey ninety eight acres and forty five hundredths of an acre, being the same land conveyed unto Richard T. Earle and William Emory Clough by deed from George Slaughter and Blanche Slaughter, Administrators of James A. Slaughter, deceased, and Thomas J. Keating, Trustee for Mary E. Earle, said deed being recorded in Liber W.F.W. No, 6, folio 7 etc., a land record book for Queen Anne's County.

TOGETHER With all the rights, roads, Ways, Waters, privileges and advantages thereto attached, or in anywise appertaining to the same.

AND the said Richard T. Earle and Cora B. Earle, his Wife, and the said William Emory Clough and Helen Clough, his Wife, do hereby covenant that they will execute such other and further assurances as may be requisite.

Witness the hands and seals of the said grantors.

Test as to all:
J. McK. Tilghman

Richard T. Earle (SEAL)
Cora B. Earle (SEAL)
William Emory Clough (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this tenth day of February, in the year nineteen hundred and fifteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, Personally appeared Richard T. Earle

and Cora B. Earle, his Wife, and William Emory Clough and Helen Clough, his Wife, and each acknowledged the foregoing deed to be their respective act.

J. McK. Tilghman
Justice of the Peace

State of Maryland,

Queen Anne's County, to Wit:

I hereby certify that the foregoing is truly taken and copied from Liber W.F.W. No. 6, folio 497 etc., a land record book for Queen Anne's County.

IN TESTIMONY WHEREOF I hereunto set my hand, and affix the seal of the Circuit Court for Queen Anne's County, this seventh day of May, nineteen hundred and seventeen.

Circuit
Court
Seal.

William F. Watson
Clerk of the Circuit Court for
Queen Anne's County.

Complainants Exhibit "2"

This Agreement of Sale, made this fourth day of May in the year nineteen hundred and seventeen., by Lillie E. Chambers and Owen Chambers, her husband, of Queen Anne's County, Maryland, Parties of the first Part, and John T. Bruehl and A. Howard Johnson of the County and State aforesaid, parties of the second part, Witnesseth;

That the said parties of the first part, for and in consideration of the purchase money to be paid by the said parties of the second part as hereinafter set forth, to Wit: the sum of sixteen hundred dollars, do hereby agree to sell and do hereby sell unto the said parties of the second part all that tract of land or farm, situate, in the third election district of Queen Anne's County, Maryland, known as the "Schriber Farm", "The Straughn Farm", or by whatsoever name or names the same may be known or called, adjoining the lands of R. J. Walbert, the land of the Harman heirs, the land of John Waldron and the lands of others, containing one hundred acres of land, more or less, being all the land described in the deed to the said Lillie E. Chambers from Richard T. Earle and Cora B. Earle, his Wife, and William Emory Clough and Helen Clough, his Wife, dated the tenth day of February in the year nineteen hundred and fifteen and recorded in Liber W.F.W. No. 6, folio 497 etc., a land record book for Queen Anne's County aforesaid,

That the said purchase money of sixteen hundred dollars is to be paid by the said parties of the second part as follows; one hundred and fifty dollars thereof at the time of the execution of this agreement and the remainder thereof is to be paid as soon as the said parties of the first part shall execute and deliver a deed

unto the said parties of the second part conveying a good and marketable title to said real estate, the remainder of the purchase money, to wit; the sum of fourteen hundred and fifty dollars, to bear interest from the date of this agreement to the date of the delivery of aforesaid deed; That, immediately upon the payment by the said parties of the second part of the aforesaid cash payment of one hundred and fifty dollars, the said parties of the second part shall be entitled to take the landlords place and rights in reference of said tract of land or farm for the current year (1917) and to receive the landlord's part of all crops grown on said farm during said year and shall be entitled to the full and quiet possession of said farm on January, 1st, 1918. That the said parties of the second part shall pay all State and County taxes levied upon said real estate for the year 1917.

Test:
Wm. E. Clough

Lillie E. Chambers (SEAL)
Owen Chambers (SEAL)
John T. Bruehl (SEAL)
A. Howard Johnson (SEAL)

Received of John T. Bruehl and A. Howard Johnson the sum of one hundred and fifty dollars in payment of the cash deposit on account of the purchase money set forth in the aforesaid contract of sale.

Dated May 4th, 1917.

Lillie E. Chambers
Owen Chambers

Certified copy of last Will and testament of James A. Slaughter -- Plaintiff's Exhibit No. 3.

I, James A. Slaughter of Queen Anne's County in the State of Maryland do hereby make, publish and declare this as and for my last Will and testament hereby revoking any former Will that may have been made by me.

I hereby nominate, constitute and appoint my brother George Slaughter and my Wife Blanche Slaughter to be the executors of this Will, conferring upon them full power to manage and control, sell and convey, all of my property that may not hereinafter be excepted and to apply the proceeds from any sale of my property toward the liquidation of any indebtedness that may be left by me, trusting to their good judgement to so conserve my estate that the corpus thereof will be utilized to the very best advantage.

Item 1: I direct that my executors give unto my body a suitable burial; I direct them to pay off all of my just debts in the order of their legal priority.

Item 2. I hereby give unto my Wife one horse, carriage, harness and one cow, all of these to be selected by her from any personal property of the above character that may be included in my estate at the time of my death.

Item 3. I hereby direct that my executors sell at public sale at such time and upon such terms and conditions as they may deem most advantageous so much of my personal property as they think best and to apply the proceeds arising therefrom to

liquidation of my debt as may seem most advantageous to them.

Item 4; I hereby give and devise unto my executors as such the following described real estate to be held by them in trust nevertheless for the following purposes; to Wit: to pay over unto my Wife so long as she remain unmarried or be my Widow the entire income arising from the rentals, or should they deem a sale of the following property to the best advantage then the income arising from the investment representing the following described property, but if my Wife marry again then I direct that she only receive one third of the income as hereinbefore provided, the remaining two thirds to be expended under the direction of the Orphans' Court upon the maintenance, support and education of my children. At the death of my Wife I direct that the following described property or so much thereof as remain unsold at that time be sold and the proceeds arising from the sale thereof, less all costs incident to such sale, be distributed among all of my children living at the time of the death of my Wife, provided my son Howard be then of sound mind, but if his condition be then as it is now, I do not declare him to participate in the distribution of any sum, having at this time made provision for his safe keep at a suitable institution, the real estate intended to be covered by this clause being as follows, that meadow purchased by me from Edwin Knox and situate near my home, those lots and improvements thereon known by me as Spring Gardens, and those several houses at the foot of my front yard and immediately in front of my home.

Item 5. I hereby give and devise unto my Wife for and during her life my home and household effect to be used by her as a home for herself and my family; at her death I desire that this property be sold and the proceeds arising from the sale thereof, less all costs incident to such sale, be distributed as in the precedeing paragraph.

Item 6. I hereby direct that all my real and personal property not herein specifically mentioned be sold or kept as may seem to the best interest of my estate and this matter of judgement I leave to my executors believing that they will fully merit any confidence that I may repose in them.

Witness my hand and seal this twenty first day of March in the year nineteen hundred and ten.

James A. Slaughter (SEAL)

Signed, sealed, (published and declared by the above named testator as and for his last Will and testament in our presence, who at his request and in his presence and in the presence of each other hereunto affix our signatures as Witnesses thereto.

L. Herman Meredith

James T. Bright

James T. Earle

State of Maryland
Queen Anne's County, Sct:

Then came James T. Earle, Custodian, and in the presence of Almighty God, he did solemnly promise or declare, with uplifted hand in due form of law, that he does not know of any Will or codicil to a Will of James A. Slaughter, late of said county, deceased, other than the foregoing Instrument of Writing, and that he received the same from the said deceased on or about the 22nd day of March 1910.

Cert: Per

Test: Robert W. Thomas

Register of Wills for Queen Anne's County,
Maryland.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, SCT:
22 day of Nov. A.D. 1910.

)
) Then came James T. Earle, one of the subscribing
) Witnesses to the foregoing last Will and testa-
) ment of James A. Slaughter, late of the county

aforsaid, deceased, and in the presence of Almighty God he did solemnly promise or declare With uplifted hand in due from of laW, that he did see the testator therein named, sign and seal the said Will; that he heard him publish, pronounce and declare the same to be his last Will and testament, and that at the time of his so doing he Was to the best of his apprenhension of sound and disposing mind, memoryand under- standing, and that he together With Jas. T. Bright and L. Herman Meredith the other subscribing Witness, respectively subscribed his names as Witnesses to said Will, in the presence and at the request of said testator and inthe presence of each other.

Cert: per Robert W. Thomas

Register of Wills for Queen Anne's County, Md.

STATE OF MARYLAND
QUEEN ANNE'S COUNTY, SCT:
22 day of Nov. 1910.

)
) Then came James T. Bright, and L. Herman
) Meredith, subscribing Witnesses to the fore-
) going last Will and testament of James A.

Slaughter, late of the County aforsaid, deceased, and in the presence of Almighty God, he did solemnly promise or declare, With uplifted hand, in due form of laW, that they did see the testator therein named, sign and seal the said Will; that they heard him publish, pronounce and declare the same to be his last Will and testament, and that at the time of his so doing he Was to the best of their apprenhension of sound and disposing mind, memory and understanding, and that they together WithJames T. Earle, the other subscribing Witness, respectively subscribed their names as Witnesses to said Will, in the presance and at the request of said testator and in the presence of each other.

Cert: Per Robert W. Thomas
Register of Wills for Queen Anne's
County, Md.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY:

The foregoing last Will and testament of James A. Slaughter, late of Queen Anne's County, deceased, having been exhibited for Probate, and no objection thereto having been made, although notice according to the direction of the Court appears to have been given to the next relations of said deceased; The Court after having carefully examined the said Will and also the evidence adduced as to its validity,

ORDERS AND DECREES, this 22nd day of November, 1910, that the same be admitted in this Court as the true and genuine last Will and testament of the said James A. Slaughter, deceased.

W. J. Price, Jr.
Jos. B. Cook
George I. Harrison
Judges of the Orphans' Court for
Queen Anne's County

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, SCT:

I, William T. Bishop, Register of Wills in and for Queen Anne's County, in the State of Maryland, and by law keeper of the Original Papers and of the Records and of the Seal of the Orphans' Court for Queen Anne's County, DO HEREBY CERTIFY, that the Within and foregoing is a true copy of the last Will and testament of James A. Slaughter, late of said county, deceased, as the same appears from the records in said court.

Orphans
Court
Seal

IN TESTIMONY WHEREOF, I do hereunto
subscribe my name and the seal of
the said Court and of the said office
affix this seventh day of May, in the year
nineteen hundred and seventeen.

William T. Bishop
Register of Wills for Queen Anne's
County

Plaintiff's Exhibit No. 4.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I, William T. Bishop, Register of Wills in and for Queen Anne's County, State of Maryland, and by law keeper of the records, of the original papers and of the seal of the Orphans' Court for Queen Anne's County, do hereby certify that the following is a true copy of an entry in the Record Book of proceedings of the Orphans' Court for Queen Anne's County, under date of June 29th, 1915, on folio 360:

"E. H. Brown, Jr., James T. Earle and Richard T. Earle appeared in open court and asked that the letters testamentary formerly granted unto Blanche P. Slaughter and George Slaughter, Executors of the estate of James A. Slaughter, deceased, be revoked, owing to an error in accepting bond, which vitiates the proceedings heretofore taken; and that letters of administration be granted unto themselves, the said Edwin H. Brown, Jr., James T. Earle and Richard T. Earle.

The Court directed the Register of Wills to notify the Executors as above named of the said proceedings and to direct them to appear before this court on or before July 29th, 1915, and show cause why said letters should not be revoked."

And further certifies that the following is a true copy of an entry in said Liber on folio 363, under date of July 13th, 1915:

"The Register was directed to reply to the letter of Mrs. Blanche Slaughter, one of the Executors of James A. Slaughter, deceased, directing her to appear before this court on Tuesday, July 29th, and show cause why said letters should not be revoked."

And further certifies that the following is a true copy of an entry in said Liber on Folio 363, under date of July 27th, 1915:

"George Slaughter, one of the Executors of the estate of James A. Slaughter, deceased, appeared in open court in response to a summons from the court to appear and show

cause Why letters as granted on the estate of James A. Slaughter should not be revoked. He asked them to confer With Mrs. Blanche Slaughter, the other Executor, When he Would apply for new letters on same estate. The court granted his request."

And further certifies that the following is a true copy of an entry in said Liber on folio 366, under date of August 10th, 1915:

"The Court ordered the revocation of the letters heretofore granted unto Blanche Slaughter and George Slaughter on the estate of James A. Slaughter, deceased, Which carries With it the cancellation of the bond now filed, for the reason of insufficient bond.

George Slaughter, one of the Executors named in the Will of said James A. Slaughter, appeared in open court and applied for letters Testamentary on said Estate, Blanche P. Slaughter, the other Executor named in said Will, failing to appear after being legally notified, and having acknowledged receipt of said notice Which named August 7, 1915, as the date for her appearance before this Court.

The court thereupon ordered the granting of letters unto said George Slaughter, upon the filing of a Trust Company bond in the sum of Two thousand dollars, Which he filed and upon Which the New England Surety Company of Missouri Was surety. The court examined and accepted said bond and Letters Testamentary Were granted to George Slaughter upon taking the following oath.

(And here follows the oath prescribed by the Code of Public General Laws of Maryland)"

IN TESTIMONY WHEREOF, I, William T. Bishop, Register of Wills as aforesaid, do hereunto subscribe my name and the seal of said court and of my office affix this nineteenth day of May, nineteen hundred and seventeen.

William T. Bishop
Register of Wills for
Queen Anne's County, Maryland.

Orphans'
Court
Seal.

Opinion and Decree filed June 20th, 1917.

This case Was submitted Without argument upon bill, answer and replication.

The bill prays for the specific performance of a contract of sale entered into by and between the complainants and the defendants.

The defendants refused to complete the purchase, by paying the balance of the purchase money upon the theory that the complainants could not convey unto them a good, marketable title to the property contracted for, upon the theory that there is a break in the title. Their contention is that the deed from Blanche P. Slaughter and Geo. Slaughter, executors of the last Will and testament of Jas. A. Slaughter, is null and void for the reason that said executors in qualifying gave bond as such executors With a sole surety, contrary to the provisions of the Code. Art. 93, Sec. 38.

It clearly appears from the certified copy of the Register of Wills in and for Queen Anne's County in the matter of the estate of Jas. A. Slaughter, deceased that as soon as the improper qualification of the executors Was discovered, means Were immediately taken to correct the error. Notice Went out to the executors to show cause on or before a certain day Why said letters should not be revoked.

In proper time the letters originally granted Were revoked, and letters Were granted to one of the original executors, Who qualified by filing a proper bond.

These facts, in our opinion, bring this case clearly Within the provisions of Art. 93, Sec. 48 of the Code, Wherein it is provided: "But any act of an executor named in a Will done before obtaining letters testamentary shall, in case he shall afterWard obtain such letters, be as valid and effectual as if the said act had been done after obtaining such letters."

We Will therefore grant the relief prayed for. It is thereupon this 19th day of July in the year 1917, by the Circuit Court for Queen Anne's County, in equity, ordered, decreed and adjudged that John T. Bruehl and A. HoWard Johnson pay into this Court the sum of \$1450, together With interest thereon, from the 4th day of May in the year 1917 to the date of the delivery of the deed hereinafter mentioned, to be paid by the Clerk of this Court to the complainants, Lillie E. Chambers and OWen Chambers, upOn their delivery to the Clerk of this Court a deed conveying the real estate mentioned in these proceedings, to John T. Bruehl and A. HoWard Johnson, the defendants.

It Is further ordered, decreed and adjudged that the complainants pay the costs of these proceedings.

Albert Constable
Philemon B. Hopper

Statement of Costs.

Lillie E. Chambers and husband	(No. 2213 Chancery) (In the Circuit Court) (for) (Queen Anne's County.)
vs.	
John T. Bruehl and A. HoWard Johnson	

Statement of Costs

Wm. F. Watson, Clerk	\$ 18.75
Wm. T. Bishop	3.00
Apprs' fee for Pltffs.	10.00
" " " Defts. Atty.	10.00
	<hr style="width: 50%; margin-left: auto; margin-right: 0;"/>
	\$ 41.75

ANSWER.

Lillie E. Chambers and OWen Chambers, her husband	(In the Circuit Court for) (Queen Anne's County) (in Equity.))) (
vs.	
John T. Bruehl and A. HoWard Johnson	

To the Honorable, the Judges of said Court:-

The ansWer of John T.Bruehl and A. HoWard Johnson to the Bill of Complaint filed against them in this cause respectfully states:-

1. That these respondents, jointly and severally, admit the matters and things stated in the First, Second, Third and Fourth Paragraphs of the said Bill of Complaint.

2. That answering Paragraph Five of said Bill of Complaint these respondents admit that the Complainants are Willing and ready to perform and carry out the terms and provisions of the Contract of Sale referred to in the said Bill of Complaint and further answering said Paragraph Five deny that "notwithstanding the matters and things alleged by the said John T. Bruehl and A. Howard Johnson, as set forth in Sections A, B, C, D, E, F, G, H, and I of Paragraph Four of this Bill of Complaint", the said Lillie E. Chambers and Owen Chambers, her husband, are able to execute and deliver to these respondents a deed for the real estate mentioned and described in the Contract of Sale referred to in said Bill of Complaint, conveying unto these respondents a good and marketable title to said real estate.

Your respondents therefore pray that they may be hence dismissed With their reasonable costs.

And as in duty bound, etc.,

John T. Bruehl,
A. Howard Johnson

Thos. J. Keating
Chas. E. Tucker
Solicitors for Defendants

Agreement to submit papers to Court for Decree without argument.

Filed May 18th, 1917.

Lillie E. Chambers and
Owen Chambers, her husband,
vs.

John T. Bruehl and
A. Howard Johnson

)
)
) In the Circuit Court for Queen Anne's
)
) County, in Equity.
)
)
)

It is hereby agreed that the papers in the above entitled cause be forthwith submitted to the Court for decree, without argument.

Witness our hands this eighteenth day of May, in the year nineteen hundred and seventeen.

Richard T. Earle
Solicitor for Plaintiffs.
Thomas J. Keating
Charles E. Tucker
Solicitors for Defendants.

Lillie E. Chambers and
Owen Chambers, her husband,
vs.

John T. Bruehl and
A. Howard Johnson

(
(
(In the Circuit Court for
(
(Queen Anne's County
(in Equity.
(

To the Honorable, the Judges of said Court:

The plaintiffs join issue on the matters and things alleged in the answer of John T. Bruehl and A. Howard Johnson, so far as the same may be taken to

deny or avoid the allegations of the Bill.

Richard T. Earle
Solicitor for Complainant.

Subpoena for Respondents.

Queen Anne's County, to wit:

The State of Maryland.

TO John T. Bruehl
A. Howard Johnson

of QUEEN ANNE'S COUNTY, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centerville, in said County, on the 1st Monday of July next, to answer the complaint of Lillie E. Chambers against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

WITNESS, The Honorable Albert Constable, Chief Judge of our said Court, the 1st Monday of May, 1917.

Issued the 18th day of May in the year 1917.

Wm. F. Watson
Clerk.

.....

Be it remembered that heretofore to wit on the eighteenth day of May, in the year 1917, Thomas R. Emory & Elizabeth w. Emory by James T. Earle & H.B.w. Mitchell their attorneys and solicitors filed in Court their Order to Docket Suit as follows, to wit:

ORDER TO DOCKET
SUIT

In the Circuit Court for Queen Anne's County in Equity.

In the Matter of the Trust Estate

of Thomas R. Emory.

w. F. Watson, Clerk:

Docket suit as per above titling, and file in the papers of said suit a certified copy of the Deed of Trust from Thomas R. Emory and Elizabeth w. Emory, his wife, bearing date the 18th day of June, 1917, and also file the bond of James T. Earle and H. B. w. Mitchell as trustees under said Deed of Trust, which bond you are hereby requested to approve.

James T. Earle

H.B.w. Mitchell

CERTIFIED COPY OF DEED OF TRUST.

THIS DEED, made this eighteenth day of June, in the year nineteen hundred and seventeen, by Thomas R. Emory and Elizabeth W. Emory, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Thomas R. Emory is indebted unto sundry persons in various sums of money, secured and unsecured, which he is unable to pay in full at this time, and whereas, in order that all the estate, property, assets and effects of the said Thomas R. Emory may be faithfully applied to the payment of his debts, the said Thomas R. Emory and the said Elizabeth W. Emory his wife, desire to grant, convey, assign, release and set over unto James T. Earle and H.B.W. Mitchell, of said County all the property and estate of every kind and description, real, personal, and mixed of the said Thomas R. Emory, in trust for the benefit of the creditors of the said Thomas R. Emory as hereinafter set forth, the said Elizabeth W. Emory joining in this deed for the purpose of granting, conveying and releasing unto the said James T. Earle and H.B.W. Mitchell, trustees as aforesaid under this deed all her inchoate dower or right of dower in all of the real estate of her husband, Thomas R. Emory, in order that said real estate may be sold and conveyed to the purchaser or purchasers thereof free, clear and discharged of her inchoate dower or right of dower therein, and of any and all claim of dower therein.

Now, therefore, this Deed witnesseth, That in consideration of the premises and of the sum of one dollar, the said Thomas R. Emory and the said Elizabeth W. Emory, his wife, do hereby grant, convey, bargain, sell, assign and release unto the said James T. Earle and H. B. W. Mitchell, the following property, to wit:

All of that farm tract, parcel or part of a tract of land situate, lying and being in the Third Election District of Queen Anne's County aforesaid, on the public road leading into Spaniard's Neck, adjoining the lands of Joseph Brown, Francis Emory, Mrs. Della McPherson et al and lying on the Corsica River also, known as "Oakwood", "The New Bold Farm" or whatsoever other name or names it commonly is called, and being the farm on which this grantor and his wife do now reside, containing three hundred and nine acres of land, more or less; this being the same land described in a deed from Lizzie A. Emory et al to this grantor, said deed dated the 14th day of August, 1911, and being recorded among the land records for County and State aforesaid in Liber S. S. #10 folio 258 etc., to which deed reference is hereby made for a full and more complete description of the land hereby conveyed and granted.

And also 6 horses, 4 mules, 4 head of cattle, head of sheep, 22 hogs, all farming implements and all other property, real, personal and mixed, in possession, reversion, remainder or expectancy of the said Thomas R. Emory, wherever said property may be situated or located.

To have and to hold the same unto the said James T. Earle and H.B.W. Mitchell, and the survivor of them, their heirs, executors, administrators, and assigns, in trust and confidence, nevertheless for the following purposes, to wit:

First: To take possession of the estate and property, evidences of debt and effects of every kind, and, without unnecessary delay, to convert the same into

money by the sale of so much thereof as is salable, for cash or upon such terms of cash and credit, as they, in the exercise of their Judgment, deem right and proper, and by the collection of so much thereof as is collectible, and to apply said money and the proceeds, after the payment of the legal expenses of this trust, including reasonable commissions to the said trustees for their services as trustees under this deed, according to the law in such cases, to the payment in full of all the debts, due and owing by the said Thomas R. Emory, without preference or priority, except as by law provided, if the net proceeds shall be sufficient therefor and if insufficient, then to the payment of the aforesaid debts pro rated, without preference or priority except as aforesaid.

Second. After the payment in full of all debts aforesaid and all claims and demands whatsoever against the said Thomas R. Emory, for which he may be liable, in trust to pay the surplus, if any there be, unto the said Thomas R. Emory, his proper representatives or assigns,. And the said Thomas R. Emory, for the purposes aforesaid, does hereby make, constitute and appoint the said James T. Earle and H.B.W. Mitchell, and the survivor of them, his true and lawful attorneys, irrevocable, in his name or otherwise, to ask, demand, sue for, recover, collect and receive of and from all and every person or persons all the property, goods, chattels, wares, merchandise, debts, evidences of debt, or sums of money due and owing, or belonging to the said Thomas R. Emory and hereby granted, conveyed and assigned, and for all receipts and deliveries to make, execute and acknowledge due acquaintances, and to compound for any doubtful debts; and further to do all other acts required to be done in the premises as fully and effectually as he, the said Thomas R. Emory might or could have done if these presents had not been executed.

As witness the hands and seals of the said Thomas R. Emory and Elizabeth W. Emory, his wife, the day and year first above written.

Thomas R. Emory (SEAL)

Test: J. McK. Tilghman

Elizabeth W. Emory (SEAL)

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this eighteen th day of June, in the year nineteen hundred and seventeen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, Personally appeared Thomas R. Emory and Elizabeth W. Emory, his Wife, and did each acknowledge the foregoing deed to their respective act.

J. McK. Tilghman.

Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from
Liber W.F.W. No. 10, folio a land record book for Queen Anne's County.

Circuit
Court
Seal

In Testimony whereof I hereunto subscribe
my name and affix the seal of the Circuit Court
for Queen Anne's County this 19th day of June,
1917.

W. F. Watson, Clerk

SECURITY APPROVED AND BOND
FILED June 19th, 1917.

KNOW ALL MEN BY THESE PRESENTS: That We, James T. Earle and H.B.W. Mitchell of Queen Anne's County, State of Maryland, and the Maryland Casualty Company, a corporation created by the Laws of the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Sixteen Thousand Dollars (\$16,000.00), current money of the United States, 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, administrators successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our sels and dated this nineteenth day of June, in the year nineteen hundred and seventeen.

WHEREAS, Thomas R. Emory and Elizabeth w. Emory his wife, of Queen Anne's County, State of Maryland, by their Deed of Trust bearing date the 18th day of June, 1917, duly executed and acknowledged agreeably to law and recorded among the land records of Queen Anne's County aforesaid, granted and conveyed, bargained and sold, and assigned and released unto the said James T. Earle and H.B.w. Mitchell certain property and estate therein referred to and described, in trust upon certain terms and conditions and for certain purposes in said Deed of Trust particularly named, set forth and declared:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden James T. Earle and H.B.w. Mitchell do and shall well and faithfully perform the trust reposed in them by the said Deed of Trust or that may be reposed in them by any order or decree of the Circuit Court for Queen Anne's County in Equity in the premises, then the above obligation to be void: otherwise it is to be and remain in full force and virtue in law.

James T. Earle (SEAL)

H.B.w. Mitchell (SEAL)

Signed, sealed and delivered
by

Maryland Casualty Company
H.B.w. Mitchell
Attorney in Fact

in the presence of
Nellie G. Meredith

Charles E. Tucker
Agt. and Attorney in Fact

PETITION TO HAVE COURT ASSUME JURISDICTION.

In the Matter of the Trust Estate of Thomas R. Emory.

In the Circuit Court for Queen
Anne's County, in Equity,

Cause #

To the Honorable, the Judges of said Court:

The Petition of James T. Earle and H.B.w. Mitchell, Trustees in the above cause, to your Honors respectfully shows:

First: That Thomas R. Emory and Elizabeth w. Emory, his wife, of Queen Anne's County, in the State of Maryland, on the 18th day of June, 1917, executed to your

Petitioners a Deed of Trust, granting and conveying, assigning, bargaining, selling and releasing to your Petitioners all the Property of the said Thomas R. Emory of every description, real, personal and mixed, in trust upon certain conditions and for certain purposes in said Deed of Trust named, mentioned and declared as will appear by reference to a certified copy of said Deed of Trust filed in this Cause.

Second: That your Petitioners have filed with the Clerk of this Court in this Cause an approved bond in the penalty of Sixteen Thousand Dollars (\$16,000.00) for the faithful performance of the trust reposed in them as Trustees under the aforesaid Deed of Trust, and are desirous that this Court shall assume jurisdiction of the said trust estate and direct them in the execution of this trust.

Third: That your Petitioners, as Trustees as aforesaid, are required by the terms of the said Deed of Trust after converting the assets of the said trust estate and after paying the lawful expenses of the trust, including commissions to them as Trustees for their services, as set forth in said Deed, to apply the net proceeds of the trust estate as in said deed set forth.

Fourth: That the said Thomas R. Emory is largely indebted unto sundry persons and corporations upon various obligations and claims, secured and unsecured, and in various amounts, which at present your Petitioners are unable to ascertain or state with certainty, and in order that they may proceed and properly and faithfully perform the trust reposed in them, the creditors of the said Thomas R. Emory should be required to file their claims with the proper vouchers attached thereto in this trust estate.

Your Petitioners therefore Pray:

1. That this Honorable Court may assume jurisdiction of the said Trust Estate mentioned in this Petition and direct them in the execution of the trust reposed in them by the Deed of Trust hereinbefore mentioned.

2. That an order may be passed by this Court giving notice to all creditors of the said Thomas R. Emory to file their respective claims, with the proper vouchers attached thereto, with the Clerk of this Court on or before a day to be named in said order.

And as in duty bound &

James T. Earle

H.B.W. Mitchell
Trustees.

Upon the foregoing Petition it is ordered this nineteenth day of June, in the year nineteen hundred and seventeen ordered by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that jurisdiction of the trusts created by the Deed of Trust referred to in the said foregoing Petition be and the same is hereby taken and assumed by said Court, and the same will be executed and Performed under its orders and directions; and it is further ordered that the said James T. Earle and H.B.W. Mitchell, Trustees cause to be published the following order of this Court giving notice to the creditor of the said Thomas R. Emory to file their respective claims as in said order set forth and stated.

Philemon B. Hopper

NOTICE TO CREDITORS.

In the Matter of the Trust
Estate of Thomas R. Emory.

In the Circuit Court for Queen Anne's
County, in Equity.

Cause #

Ordered, this nineteenth day of June, in the year nineteen hundred and seventeen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the creditors of Thomas R. Emory, and all others claiming any interest in the estate and property, or the proceeds of the sales thereof, granted and assigned by the Deed of Trust of the said Thomas R. Emory to James T. Earle and H.B.W. Mitchell, Trustees, for the purposes in said Deed stated and declared, be and they are hereby directed and required to file their said claims, with the proper vouchers attached thereto, with the Clerk of the Circuit Court for Queen Anne's County, Maryland, on or before the nineteenth day of October in the year nineteen hundred and seventeen provided, a copy of this Order be published in some newspaper printed and published in Queen Anne's County, Maryland, once in each of three successive weeks before the twenty fifth day of July, in the year nineteen hundred and seventeen.

Philemon B. Hopper

Filed June 19th, 1917.

Petition for survey and allowance for labor for use of farm.

In the Matter of the Trust Estate in the Circuit Court for Queen Anne's
County, in Equity of Thomas R. Emory.

To the Honorable, the Judges of said Court:

The Petition of James T. Earle and H.B.W. Mitchell, Trustees in
the above Cause to your Honors shows:

That the land conveyed and granted unto your trustees under the Deed of Trust filed herewith in these proceedings is so situate that the same is susceptible of divisions in several tracts of nearly equal acreage; that all parcels would have an entrance from the Spaniard's Neck public road and all parcels would face Corsica River. Your trustees as well as Thomas R. Emory and wife deem it an advantage to have this land surveyed so that it may be platted and offered in an advantageous manner and then sold in such a way as it realized the most money.

That at the present time your trustees must cultivate, harvest and save all crops that are in usual course of agriculture as same will be to the great advantage of the creditors.

To the end therefor:

That your Honors may pass such an order as will empower and authorize your trustees to have the land surveyed.

That your trustees will be authorized by such order as your Honors may see proper to cultivate, harvest and save all crops that are in usual course of agriculture and that they will be allowed for money so expended.

All of which is respectfully submitted,

James T. Earle.

H.B.w. Mitchell

Power of Attorney Ratifying Bond.

Power of Attorney from Maryland Casualty Company.

To Chas. E. Tucker

Know All Men by these Presents:

That the Maryland Casualty Company, a corporation created by and existing under the laws of the State of Maryland, of the City of Baltimore, Maryland, and authorized by its Charter to transact a general surety business, and qualified to act as surety on bonds to the United States of American, and authorized to act as surety in the State of Maryland, in pursuance of the authority set forth in Section 5, Article 4, of the By Laws of said Company, which said Section has not been amended nor rescinded, and of which Section of said By Laws the following is a true, full and complete copy:

"The President, or any of the Vice Presidents, shall have power by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint any attorney in fact or to authorize any person or persons to execute on behalf of the Company, any bonds, recognizances, stipulations, undertaking, deed, releases, of mortgages, contracts, agreements and policies, and to affix the seal of the Company thereto",

does hereby nominate, constituted and appoint Chas. E. Tucker at Centerville State of Maryland its true and lawful Attorney in Fact to make; sign, acknowledge and to affix the Corporate Seal of the Company, as Surety to a trustees' bond under deed of trust for benefit of creditors in the penalty of Sixteen Thousand Dollars (\$16,000.00) in favor of to be executed by James T. Earle and H.B.w. Mitchell as principals conditioned for the faithful performance of their duties as trustees under deed of trust for benefit of creditors of Thomas R. Emory hereby approving, ratifying and confirming all that its said Attorney in Fact may do or lawfully cause to be done in the premises by virtue of these presents.

IN WITNESS WHEREOF, the MARYLAND CASUALTY COMPANY has caused these presents to be signed by its Vice President, and its Ass't Secretary, and its Corporate Seal to be hereunto affixed this 22d day of June, 1917, at the City of Baltimore, Maryland.

Maryland Casualty Company,

By Jas. H. Stone
Vice President

Attest: L. C. Reynolds
Ass't. Secretary

Maryland Casualty Company Seal.

STATE OF MARYLAND, CITY OF BALTIMORE

) SS.

}

On this 22d day of June, A.D. 1917, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came Jas. H. Stone, Vice President, and L. C. Reynolds, Ass't. Secretary, of the Maryland Casualty Company, to me personally known to be the individuals and officers

described in, and who executed the preceding instrument, and they each acknowledged the execution of the same and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the Seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

Edwin C. Ireland
Notary Public

My commission expires May 6th, 1918.

Notary Public Seal

Report of Sale of the Real Estate.

In the Matter of the Trust
Estate of Thomas R. Emory and
Elizabeth w. Emory.

In the Circuit Court for
Queen Anne's County, in Equity.
No. 2219.

To the Honorable, the Judges of said Court:

The report of James T. Earle and H.B.W. Mitchell, Trustees named in the deed of trust from Thomas R. Emory and Elizabeth w. Emory to the said James T. Earle and H.B.W. Mitchell, dated the 18th day of June, nineteen hundred and seventeen, to your Honors respectfully sets forth:

1. That after giving bond with security for the faithful performance and execution of the trust reposed in them by the Deed of Trust heretofore mentioned, as required by law, which bond was filed with and duly approved by the Clerk of this Court, and after giving notice of the time, place, manner and terms of sale by advertisement in The Centerville Observer and in The Centerville Record, two newspapers printed and published in Queen Anne's County, for more than three successive weeks before the day of sale, they did, pursuant to said notice, attend in front of The Court House Door, in Centerville, Queen Anne's County, Maryland, on Tuesday, July 17th, 1917, between the hours of 1 and 2 o'clock P.M. and then and there proceeded to sell all that farm or tract of land situated, lying and being in The Third Election District of Queen Anne's County aforesaid, on the public road leading leading from Centerville into Spaniard's Neck, called or known as "Oakwood" or "The New Bold Farm", containing 310 acres and 5 perches of land, more or less, and being the same land as that described in a deed from Lizzie A. Emory and others to Thomas R. Emory, dated August 14th, 1911, and recorded in Liber S. S. No. 10 fol. 258, a land record book for Queen Anne's County, in the following manner, to wit:

After the sale had been called and the advertisement of sale read, the said Trustees made public announcement that the woodland would be offered and sold

as a separate tract and that the main tract containing 240 acres, 1 rood and 13 perches would be offered in parcels and then as a whole and sold in the way to realize the most money.

In the first place said Trustees offered all that part of said farm, containing 69 acres, 2 roods and thirty two perches of land, more or less, and known and advertised as "Woodland", and sold the same to wright and Lowe, they being then and there the highest bidder therefor at and for the sum of \$44.25 per acre, aggregating for the tract of woodland \$3083.66.

In the second place your Trustees offered at public sale that part of the said farm advertised as parcel No. 1, being the central of middle parcel, containing 83.53 acres of land, and improved by frame dwelling house, tenant house and outbuildings, and the highest offer they received therefor was the sum of forty one hundred and seventy six dollars and fifty cents (\$4176.50).

Your Trustees next offered that part of said farm advertised as parcel No. 2 containing 86 acres of land, more or less, adjoining parcel No. 1 and between it and the land of Joseph Brown, and the highest offer they received therefor was twenty one hundred and fifty dollars (\$2150.00)

Your Trustees next offered that part of said farm advertised as parcel No. 3 containing 71 acres of land, more or less, adjoining parcel No. 1, and between it and the land of Mrs. McPherson, and the highest offer they received therefor was the sum of (\$2840.00) twenty eight hundred and forty dollars.

2. That the aggregate bids received for the three separate parcels mentioned above (said three separate parcels constituting the main tract of 240 acres, 1 rood and 13 perches of land, more or less) amounted to the sum of nine thousand one hundred and sixty six dollars and fifty cents (\$9166.50).

3. That the Trustees next and last offered at public sale to the highest bidder the entire tract of 240 acres, 1 rood and 13 perches of land, more or less, that is, the whole of said tract of land known as "Oakwood" or "The Newbold Farm" with the exception of the woodland above mentioned and sold the same to Walter T. wright and Robert E. C. Lowe, co-partners trading as Wright and Lowe at and for the sum of forty dollars and seventy five cents per acre, aggregating nine thousand seven hundred and ninety three dollars and fifty cents (\$9793.50) for the tract of 240 acres, 1 rood and 13 perches of land, more or less.

4. That the aggregate sales of real estate was twelve thousand eight hundred and seventy seven dollars and seventeen cents (\$12877.17).

5. That said sale was made with the understanding that all crops growing upon said farm at the time of the sale would be reserved and that the taxes on said real estate for the year 1917 would be paid by the Trustees; that the actual possession of said real estate would be given on the first of January, nineteen hundred and eighteen, subject to the ratification of the sale by the court and that the purchaser would have the rights and privileges of incoming tenants.

6. That in addition to the advertisement in the two newspapers above mentioned, your Trustees advertised said real estate by hand bills and by advertisements in The Baltimore Sun, The Philadelphia Record, The Washington Post and The (Wilmington) Every

Evening.

7. That said Wright and Lowe have paid unto said Trustees on account of the purchase money mentioned above the sum of two thousand dollars, the amount of the cash deposit required by the terms of sale.

All of which is respectfully submitted.

James T. Earle

H.B.W. Mitchell

State of Maryland, Queen Anne's County, to wit;

I hereby certify that on this 20th day of July, in the year nineteen hundred and seventeen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared James T. Earle and H.B.W. Mitchell, Trustees, and made oath that the matters and things set forth in the foregoing report were true as therein stated to the best of their knowledge and belief, and that said sale was fairly made.

Filed Oct. 8th, 1917.

Wm. F. Watson
Clerk of the Circuit
Court for Queen Anne's County.

Certificate of Publication of Real Estate
Filed July 25th, 1917.

The Centerville Observer,

Centerville, Maryland July 26, 1917.

The Centerville Observer Publishing Co. hereby certifies that the Trustees' Sale of Real Estate in the case of Jas. T. Earle and H.B.W. Mitchell, Trustees for Thos. R. Emory and wife a true copy of which is hereto annexed, was inserted in The Centerville Observer, a weekly newspaper printed and published at Centerville, Queen Anne's County, Maryland, once a week for four successive weeks before the 17th day of July in the year 1917.

The Centerville Observer Publishing Co.

By S. Chas. walls, Secy.

Trustees Sale of a Beautiful Country Home and Farm on Corsica River, also a tract of woodland.

The undersigned, Trustees named in a Deed of Trust, executed and delivered unto them by Thomas R. Emory and Elizabeth W. Emory, his wife, on the 18th day of June, 1917, and which is now of record in Land Record Book for Queen Annes county, Maryland, will offer at Public sale in front of the Court House door, in the town of Centerville, Maryland, on Tuesday, July 17, 1917 between the hours of one and two o'clock P.M. the farm or tract of land whereon the said Thomas R. Emory now resides, also the lot of woodland hereinafter mentioned, all situate in Spaniard's Neck in Queen Anne's County, Maryland, said farm being known as "Oakwood" "The New Bold Farm" or by whatsoever other name or names the same may be known or called, situate on Corsica River, adjoining the lands of Mrs. Della McPherson, Joseph Brown and others and containing,

240 acres 1 rood and 13 perches of land, more or less

This tract will first be offered in three parcels and then as a whole and will be sold in the way that it realizes the most money.

Lot No. 1. This tract contains eighty three and fifty three one hundredths (83.53) acres of land, more or less, and is improved by a Frame Dwelling and all necessary outbuildings, also a tenant house, This tract offers an opportunity to any one looking for a well equipped home on salt water. There is sufficient wood for the use of the farm on this tract and this tract has a frontage on Corsica River of 80 rods, more or less.

Lot. No. 2. This tract lies adjoining the above described tract of land and between it and the land of Joseph Brown. This tract is beautifully located and offers opportunity for some one to build on Corsica River; it contains no improvements in way of buildings; it has sufficient wood for the use of the farm; this tract of land runs from the public road leading from Spaniards Neck to the Corsica River and has a frontage on the river of about 60 rods, and contains

86 acres of land
more or less
Lot No. 3.

This tract adjoins No. 1 above described, and lies between it and the land of Mrs. McPherson. There is sufficient timber for the use of the farm; there are no buildings of any sort on this tract; there is a nice meadow and the tract has a frontage on Corsica River of approximately 90 rods and extends back from the River to the public road leading into Spaniard's Neck and contains

71 acres of land
more or less

The sale of this farm affords an opportunity to acquire a beautiful country home on salt water, within about four miles of Centerville, Maryland. Each one of the three tracts is a beautiful and desirable water situation.

Woodland

The woodland which will be offered for sale at the same time consists of a tract of 69 acres, two roods and thirty two perches, situate in Spaniard's Neck on the East side of the public road leading into Spaniards Neck from Centerville.

All crops will be reserved and the taxes for 1917 will be paid by the trustees; the purchaser or purchasers will be given actual possession on the first of January, 1918 and will have the privilege of preparing for and pitching crops this fall.

Terms of Sale: One third of the purchase money will be required in cash on the day of sale or upon ratification of the sale, with interest from the day of sale; the balance in two equal installments of nine and eighteen months, respectively, or all cash at the option of the purchaser or purchasers, the deferred payments to bear interest from the day of sale and to be secured by the notes of the purchaser or purchasers with surety satisfactory to the undersigned. A cash payment of five hundred dollars on each of the aforesaid tract of land will be required at the time of the sale, or if said farm be sold as a whole cash payment of fifteen hundred dollars will be required at the time of the sale.

G. A. whitely, Auct.

James T. Earle,
H.B.W. Mitchell,
Trustees

ORDER NISI.

NISI.

In the Matter of the Trust

Estate of Thomas R. Emory

vs.

and Elizabeth w. Emory

In the Circuit Court for

Queen Anne's County

In Equity

Chancery No. 2219

Ordered, this 20th day of July A.D. 1917, that the sale of the real estate made and reported in this cause by James T. Earle and H. B. w. Mitchell Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of August next.

The report states the amount of sales to be \$12,877.17.

Wm. F. Watson Clerk

Filed July 20th, 1917.

*No. 10-
No. 11-*
For *certification of Publication filed in this case of Order nisi. see Page 594.*
" *Order of Court Ratifying Sales. see Page 594.*

REPORT AND ACCOUNT OF AUDITOR.

In the Circuit Court for Queen Anne's County in Equity.

In the Matter of the

Trust Estate

of

Thomas R. Emory.

Chancery Docket

Cause

No. 2219.

To the Honorable, the Judges of said Court:

The report of Madison Brown, Auditor, unto Your Honors respectfully sets forth:

That the gross sale of the real estate reported sold in the above cause is less than the amount of the mortgage claims resting against the same on the day of sale. For this reason I ascertained by calculation based on the reports of the cause and the vouchers filed with me, before proceedings to state the within account, that the addition of the gross sale of the land and the gross sale of the wheat crop mentioned in one of the reports, exceeds, and that the gross sale of the real estate and the gross sales of all the crops mentioned in the crop report, greatly exceeds, the amount of the mortgage claims, or mortgage debts, the commissions of the trustees on the sale of the land, the expenses hereinafter set forth relating to the sale of the land alone, the state and county taxes on the land, and that part of the general costs chargeable by apportionment to the sale of the land. I deem that when the trustees paid off the mortgages they became entitled to be substituted in the place of the mortgagees and became subrogated to their rights against the land, and therefore to the net proceeds of the crops produced on the mortgaged land, as the

sale of the land was insufficient to pay the mortgage claims in full. For these reasons I have allowed the trustees in the within account the amount of their three mortgage claims in full.

In the within account, I first charged the trustees of the cause with the amount of the gross sale of the real estate by them made, with the gross amounts received by them from the crops raised on the land the year of the mortgage sale and with the gross amount of the sale of the personal property.

Then out of these amounts so charged to said trustees, I allowed them their commissions according to the prevailing rule on the total estate, the costs of advertising the sales and the orders nisi of the cause, the charges of the auctioneer for selling the property sold, cost of their bond, taxes paid by them, cost of harvesting and delivering the crops, their mortgages claims in full, and the fee of the auditor.

The balance remaining after these allowances out of the total charges or trust estate, being insufficient to pay the unsecured creditors of the said Thomas R. Emory in full, is distributed among the creditors filing claims pro rate, each receiving .2915 cents on the dollar.

Respectfully submitted,

Madison Brown, Auditor.

Feb. 18, 1918,

The proceeds of the Trust Estate of Thomas R. Emory in account with James T. Earle and H.B.W. Mitchell, Trustees of said Trust Estate under a Deed of trust.

1917.

Dr.

July 17.	By gross sale of real estate, per report of sale filed July 20, 1917, to wit:	\$ 12,877.17
	By gross sale wheat crop, per report filed Nov. 3, 1917, to wit:	1,178.07
	By gross sale of tomatoe crop, per report filed Nov. 3rd, 1917, to wit:	271.00
	By gross sale of corn crop, per report filed Nov. 3rd, 1917, to wit:	615.25
		<u>\$ 14,941.49</u>
	By gross sales of personal property, per report filed Nov. 3, 1917, to wit:	759.15
	By amount collected as return fire insurance premium, to wit:	11.00
		<u>770.15</u>
		\$ 15,711.64

1917.

Cr.

July 17.	To James T. Earle and H.B.W. Mitchell, Trustees, for their commissions on sale of land, 8% on \$12877.17 to wit:	\$ 1,030.17
	To do., for their commissions on trust estate, less sale of land, 10% on \$2834.47, to wit:	283.44
	To do., for the cost of their bond as trustees, paid corporate surety on said bond, per receipt, to wit:	160.00
	To do., for the amount paid G.A. whitely for crying sale of land, per receipt for same, to wit:	25.00
	To do., for the amount paid G.A. whitely for crying sale of personal property, per receipt for same, to wit:	10.00

To do., for cost of advertising real estate in Centerville Record, per receipt	\$	48.30	
Philadelphia Record, " "		5.20	
Washington Post, " "		6.48	
Every Evening, wilm. " "		4.32	
Balto. Sun, " "		6.00	
Centerville Observer, " "			
last item includes costs of advertising notice to creditors, order nisi and hand bills,			
		<u>73.25</u>	<u>143.55</u>

Amounts carried forward, to wit:		\$1,652.16	
			\$ 15,711.64.

Amounts brought forward, to wit:	\$ 1652.16	\$15711.64
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To James T. Earle and H. B. w. Mitchell, Trustees, for cost of survey of land paid to S. C. Coursey, Surveyor, her receipted bill for same, to wit:		\$ 17.50
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To do., for costs due for filing papers, recording proceedings of cause, due to w.F.watson, late clerk, to J.F. Rolph, Clerk, per bill, 11.45			
		<u>22.35</u>	33.80

To do., for amount paid C. H. Quimby, for state and county taxes on trust property, per receipted account for same, to wit:			136.18
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To do for costs of advertising sale and order nisi thereon in Centerville Observer, per bill, and for costs of advertising order nisi to be passed as to this report and account, to wit:			19.25
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To do., for amount paid Edward Middleton & family for harvesting crops, caring for live stock &, per his receipts, to wit:			134.43
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To do., for amount paid sundry persons for labor in harvesting and delivering crops, and other expenses connected with same, per itemized statement and receipts attached, to wit:			148.01
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To do., for amount of account filed by Thomas R. Emory, duly proved, for services rendered trustees as manager of property conveyed by deed of trust, harvesting and delivering crops, per said account, to wit:			200.00
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To do., for amount of account of Elizabeth Emory for services rendered trustees in boarding hands and extra labor, provisions furnished them, &., per said account, to wit:			107.95
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To do., for amount paid A. S. Gadd, Guardian and trustee, in settlement of two mortgages from Thomas R. Emory on land sold held by him, one for \$6500. and other for \$1500.00, and interest thereon to July 9, 1917, per his receipt and statements of debts filed,			8190.67
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To do., for interest due on two mortgages above mentioned from July 1/17 to July 17/17			10.67
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To do., for amount paid J.T. Bright, Atty., in settlement of mortgage held by him for collection from T. R. Emory on land sold, including debt, principal and interest, and commissions, per his receipt and statement of debt attached, to wit:			3439.85
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To Madison Brown, Auditor, for this account,			18.00
--	--	--	-------

To balance, to wit:		1603.17	
	\$ 15711.64	<u>15711.64</u>	<u>15711.64</u>

Amount of balance brought forward, to wit: \$ 1603.17

Claim No.		Amt. Claim	Amt. Dividend	
1.	To Carter & Co., for their dividend on their claim of the sum of ----	\$83.12	\$24.23	
2.	To Shop Company, for its dividend on its claim of the sum of - - - - -	4.17	1.22	
3.	To Holland & Thompson, for their dividend on their claim of the sum of - - - - -	38.44	11.21	
4.	To Wright & Lowe, for their dividend on their claim of the sum of - - - - -	700.00	204.06	
5.	To wright & Lowe, for their dividend on their claim of the sum of - - - - -	4428.16	1290.94	
6.	To wright & Lowe, for their dividend on their claim of the sum of - - - - -	8.55	2.50	
7.	To J. E. Cann, for his dividend on his claim of the sum of - - - - -	59.71	17.41	
8.	To Alfred Green, for his dividend on his claim of - - the sum of - - - - -	169.09	49.29	
9.	To F. B. Blades, for his dividend on his claim of the sum of - - - - -	7.90	2.31	
Total amt. claims		\$5499.14		
Total amt...distributed,			\$1603.17	
Amt. for distribution			1603.17	\$1603.17

February 18, 1918.

Madison Brown,
Auditor.

Nisi Ratification of Audit.

The Centerville Observer

In the Matter of the Trust Estate of Thomas R. Emory.

Centerville, Md., March 13, 1918

In the Circuit Court for Queen Anne's County in Equity. Case No. 2219.

The Centerville Observer Publishing Co. hereby certifies that the Nisi Ratification of Audit in the case of The Trust Estate of Thomas R. Emory a true copy of which is hereto annexed, was inserted in The Centerville Observer, a weekly newspaper printed at Centerville, Queen Anne's County, Maryland, once a week for two successive weeks before the 12th day of March in the year 1918.

ORDERED, this 20th day of February, in the year nineteen hundred and eighteen, that the report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of March, 1918; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of March, 1918, in some newspaper printed and published in Queen Anne's County.

The Centerville Observer Publishing Company
By w.J.Price

Filed February 20th, 1918.
J. F. Rolph, Clerk
True Copy -- Test:
J. F. Rolph, Clerk

Nisi Ratification of Audit

In the Matter of the Trust
Estate of Thomas R. Emory

In the Circuit Court
For Queen Anne's County
in Equity.
Case No. 2219

ORDERED, this 20th day of February in the year nineteen hundred and eighteen that the report and account filed in these proceedings by Madison Brown Auditor, Be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st day of March 1918; provided a copy of this order be published once a week in each of two successive weeks before the 12th day of March 1918, in some newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk

Filed February 20th, 1918

For Final Order of Court Ratifying Audit in above case. see Page 594.

Be it remembered that heretofore to wit, on the 3rd day of April, in the year nineteen hundred and twelve, Isaiah Smith by J. Frank Harper his attorney and solicitor filed in Court their Order to Docket Suit as follows, to wit:

J. Frank Harper, Assignee of Mortgage,	)	In the Circuit Court for
vs.		Queen Anne's County
Isaiah Smith, Mortgagor.		in Equity.

William F. Watson, Clerk.

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling, and file in the papers of said cause a certified copy of the mortgage from Isaiah Smith to Walter T. Wright, dated April 3rd, 1912, and recorded in Liber W.F.W. No. 1, folios 310 etc., a land record book for Queen Anne's County, Maryland, and the assignments thereof.

This suit, to be instituted as aforesaid, is a suit for the foreclosure of the above described mortgage under the power of sale contained therein by reason of default in the payment of the mortgage debt and interest covenanted to be paid therein.

J. Frank Harper
Attorney for Plaintiff.

Security approved and bond filed June 8th, 1917.

KNOW ALL MEN BY THESE PRESENTS, that WE, J. Frank Harper, of Queen Anne's County, State of Maryland, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE HUNDRED DOLLARS (\$500.00), current money of the United States, to be paid to the State of Maryland aforesaid, 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, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this sixth day of June, in the year nineteen hundred and seventeen.

WHEREAS the above bounden J. Frank Harper, as the assignee of the mortgage from Isaiah Smith to Walter T. Wright, bearing date the third day of April, nineteen hundred and twelve, and recorded in Liber W.F.W. No. 1, folios 310 etc., a land record book for Queen Anne's County aforesaid, which said mortgage was on November 14th, 1916, duly assigned by said Walter T. Wright to C. Sydney Jump, and was on May 24th, 1917, duly assigned by said C. Sydney Jump to the said J. Frank Harper, said assignments being recorded among said land records at the foot of said mortgage, is about to execute the power of sale contained in said mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt named in said mortgage at the time provided therein for the payment thereof;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded J. Frank Harper do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property or the proceeds thereof then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

J. Frank Harper (SEAL)

UNITED STATES FIDELITY AND GUARANTY
COMPANY,
By I.R. Sollenberger
Vice President

Signed, sealed and delivered in
the presence of:-
Nellie G. Meredith.

Attest Wm. M. Pegram, Asst. Sec'y.

Certified Copy of Mortgage, etc.
Filed June 8th, 1917.

Queen Anne's County, to wit: Be it remembered that on the third day of April in the year nineteen hundred and twelve, the following mortgage was brought to be recorded, to wit:

This Mortgage, made this third day of April, in the year nineteen hundred and twelve, by Isaiah Smith, of Queen Anne's County, in the State of Maryland, Whereas, the said Isaiah Smith is indebted unto Walter T. Wright, of said County and State, in the full and just sum of one hundred and twenty dollars, for which said sum the said Isaiah Smith has drawn and passed unto said Walter T. Wright his promissory note of even date herewith, endorsed upon its face; "Secured by mortgage of even date herewith" for said sum of \$20.00 and payable, one day after date, at The Queen Anne's National Bank of Centerville, Now this Mortgage Witnesseth, that for and in consideration of the premises and the sum of one dollar, the payment thereof being acknowledged, the said Isaiah Smith does hereby grant and convey unto the said Walter T. Wright all that lot, tract and parcel of land situate, lying and being in Queen Anne's County aforesaid, on the right hand side of the public road leading from containing two acres of land, more or less, and being the same land described in a deed thereof, said deed being a deed of partition, from Noah Martin and Mary Martin, his wife to said Isaiah Smith, dated the fourth day of December, eighteen hundred and ninety one, and recorded in Liber W.D. No. 6, folio 290, a land record book for Queen Anne's County to which said deed reference is hereby expressly made for a more full and particular description of said land.

Together with all rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining, and the buildings and improvements thereon erected and being. And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

Provided, that if the said Isaiah Smith, his heirs, executors, administrators or assigns shall well and truly pay to the said Walter T. Wright his executors, administrators or assigns the aforesaid sum of one hundred and twenty dollars, and the interest to accrue thereon, and shall perform all the covenants, conditions and agreements herein on his and their part to be performed then this mortgage shall be void, and until default be made in the premises the said Isaiah Smith, his heirs and assigns shall possess said property.


And the said Isaiah Smith, for himself, his heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments public dues and charges levied or that may be levied thereon, and on the property hereby conveyed all costs and attorney's commissions and charges incurred in the collection of said debt, and interest or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of at least one hundred dollars

in some company or companies approved by the said Walter T. Wright, his executors, administrators or assigns and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver, upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

But, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Walter T. Wright, his executors, administrators or assigns, or H.B.W. Mitchell, their hereby duly constituted Attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, Maryland, and such other notice as party selling may deem expedient, for cash or for cash and credit, at the option of the person making the sale, the credit payments, if any to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity; second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to said Isaiah Smith, or whoever may be entitled to same, And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court, for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Walter T. Wright, his executors, administrators or assigns, or H.B.W. Mitchell, their said Attorney shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs expenses and commissions the said Isaiah Smith for himself his heirs, executors, administrators and assigns, hereby covenants to pay

Witness my hand and seal.

Witness: John W. Brown

his
Isiah  Smith (SEAL)
mark

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this third day of April, nineteen hundred and twelve, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Isiah Smith and acknowledged the within and foregoing mortgage to be his act and deed. At the same time also

personally appeared Walter T. Wright and made oath that the consideration stated in the foregoing mortgage was true and bona fide as therein set forth.

John W. Tarman.

Justice of the Peace.

Queen Anne's County, to wit:

Be it remembered that on the eighty day of June in the year nineteen hundred and seventeen the following assignment were brought to be recorded to wit:

For value received, having transferred and assigned to C. Sydney Jump the note for the sum of \$12000 described in and secured in and secured by the within and foregoing mortgage I hereby assign the said within and foregoing mortgage to the said C. Sydney Jump, without recourse or guarantee.

Witness my hand and seal this fourteenth day of November, nineteen hundred and sixteen.

Test: W. C. Orrell, Jr.,

Walter T. Wright (SEAL)

For value received, having transferred and assigned to J. Frank Harper the note for the sum of one hundred and twenty dollars (\$120.00) described in and secured by the within and foregoing mortgage.

I hereby assign the said within and foregoing mortgage to the said J. Frank Harper without recourse or guarantee.

Witness my hand and seal this twenty fourth day of May, in the year nineteen hundred and seventeen.

Test: Nellie G. Meredith

C. Sydney Jump (SEAL)

State of Maryland, Queen Annes County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W.F.W. No. 1, folio 310 etc., a land record book for Queen Anne's County.

In testimony whereof I hereto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 8th day of June A.D. 1917.

William F. Watson, Clerk
Circuit Court for Queen
Anne's County.

REPORT OF SALE.
Filed June 25th, 1917.

J. Frank Harper,
Assignee of Mortgage,

vs.

Isaiah Smith,
Mortgagor.

In the Circuit Court for

Queen Anne's County

in Equity.

Cause No. 2216.

To the Honorable, the Judges of said Court:

The Report of J. Frank Harper, Assignee of Mortgage, Vendor under the mortgage of the real estate hereinafter described, to your Honors respectfully sets forth:-

1. That default was made by Isaiah Smith, the mortgagor, in the terms, conditions and covenants of the mortgage mentioned in these proceedings, by reason of the non-payment of the principal mortgage debt covenanted to be paid by the terms of said mortgage at the time provided for the payment thereof, said mortgage being the mortgage of said Isaiah Smith to Walter T. Wright, bearing date April 3rd, 1912, which mortgage was assigned by said Walter T. Wright to C. Sydney Jump by assignment dated November 14th, 1916, and was by said C. Sydney Jump assigned to the said J. Frank Harper by assignment dated May 24th, 1917, and which said mortgage and assignments are recorded in Liber W.F.W. No. 1, folios 310 etc., a land record book for Queen Anne's County, Maryland; a copy of the aforesaid mortgage and said assignments, duly certified, is filed among the proceedings in this cause.

2. That prior to the sale hereinafter mentioned of the mortgaged property, the said J. Frank Harper, Assignee of Mortgage, gave bond to the State of Maryland conditioned to abide by and fulfill any order or decree which should be made by any Court of Equity in relation to the sale of the said mortgaged property or the proceeds thereof, as provided by law, which bond was filed prior to the sale hereinafter mentioned with the Clerk of this Court and was by said Clerk duly approved.

3. That after the advertisement of sale had appeared, in The Centerville Record, a newspaper published in Queen Anne's County, Maryland, formore than twenty days before the day of sale, wherein notice of the time, place, manner and terms of said sale was given, the said J. Frank Harper, Assignee of Mortgage, did, pursuant to said notice, attend in front of the Court House door in the town of Centerville, Queen Anne's County, Maryland, on Tuesday, the nineteenth day of June, nineteen hundred and seventeen, between the hours of one and two o'clock P.M., and then and there, in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, default having occurred as above stated, proceeded to sell the real estate described in said mortgage and in said advertisement in the following manner, that is to say: after reading said entire advertisement, he offered at public sale to the highest bidder all that lot or parce of land, situate in the Sixth Election District of Queen Anne's County, State of Maryland, on the right side of the public road leading from

from Starr to Ruthsburg adjoining the land of Vachel Downes and opposite the land of W. J. Barcus, containing two acres of land, more or less, and improved by a two story frame dwelling house and stable, and sold the same to George Handy, he being then and there the highest bidder therefor, at and for the sum of One Hundred and Fifty Dollars (\$150.00). The said George A. Handy has paid to the said J. Frank Harper, Assignee of Mortgage, the sum of One Hundred Dollars (\$100.00) on account of the aforesaid purchase money, and has indicated that he will, upon the final ratification of said sale by this Court, pay the balance of said purchase money, with interest on said balance from the day of sale. A certificate of the publication of the aforesaid advertisement of sale in The Centerville Record, marked "Exhibit No. 1" is filed herewith as a part of this Report.

Respectfully submitted,

J. Frank Harper,
Assignee of Mortgage.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this twenty fifth day of June, in the year nineteen hundred and seventeen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County personally appeared J. Frank Harper, Assignee of Mortgage, Vendor as aforesaid, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

W.F. Watson,
Clerk of the Circuit Court for
Queen Anne's County.

Centerville, Md. June 25, 1917.

The Centerville Record Publishing Co. hereby certifies that the Assignees Sale of house and lot in the case of J. Frank Harper Assignee of mortgage vs. Isaiah Smith mortgagor, Chancery #2216 a true copy of which is hereto annexed, was inserted in The Centerville Record, a weekly newspaper printed and published at Centerville, Queen Anne's County, Maryland, once a week for four successive weeks before the 19th day of June in the year 1917.

The Centerville Record Publishing Co.,
By B. L. Goldsborough

Exhibit No. 1
Filed June 25th, 1917

Assignee's Sale
of a
House and Lot
Near Starr, in Queen
Anne's County, Maryland.

By virtue of the Power of Sale contained in the mortgage from Isaiah Smith to Walter T. Wright, bearing date the 3rd day of April, 1912, which mortgage was assigned by said Walter T. Wright to C. Sydney Jump, and was by the latter assigned to J. Frank Harper, said mortgage and assignments being recorded in Liber W.F.W. No. 1, folios 310 etc., a land record book for Queen Anne's County, Maryland, the undersigned, the Assignee of said mortgage, will sell at public sale, in front of the Court House door, in the town of Centerville, Queen Anne's County, Maryland, on Tuesday, June 19th, 1917, between the hours of 1 and 2 o'clock P.M., the following real estate:

All that lot or Parcel of land

situate in the Sixth Election District of Queen Anne's County, Maryland, on the right side of the public road leading from Starr to Ruthsburg, adjoining the lands of Vachel Downes and opposite the land of W.J. Barcus, and containing

2 acres of land,

more or less. The improvements consist of a Two Story Frame Dwelling House and Stable. This property is well located within a half of a mile of Starr, and the land is practically all arable.

TERMS OF SALE. One third of the purchase money to be paid in cash at the time of sale, and the balance to be paid in two equal installments payable respectively in six and twelve months from the day of sale, with interest thereon from the day of sale, and the payment thereof to be secured to the satisfaction of the undersigned Assignee, of the whole purchase money may be paid in cash at the option of the purchaser.

J. Frank Harper
Assignee of Mortgage
C.S. Jump, Auctioneer.

Centerville, Md. Aug. 2, 1917

The Centerville Record Publishing Co. hereby certifies that the Order Nisi in the case of J. F. Harper Assignee of Mortgage vs. Isaiah Smith mortgagor a true copy of which is hereto annexed, was inserted in The Centerville Record, a weekly newspaper printed and published at Centerville, Queen Anne's County, Maryland, once a week for four successive weeks before the 3rd day of September, in the year 1917.

The Centerville Record Publishing
Company.

By B.L. Goldsborough

J. Frank Harper, Assignee
of Mortgage,
vs.
Isaiah Smith, Mortgagor.

In the Circuit Court for Queen Anne's
County, in Equity, Cause No. 2216.

Ordered, this 25th day of June, in the year nineteen hundred and seventeen, that the sale of the mortgaged real estate made by J. Frank Harper, Assignee of Mortgage, Vendor, and reported by him in the above cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the third day of September, nineteen hundred and seventeen; provided a copy of this Order be inserted in some newspaper in Queen Anne's County, State of Maryland, once in each of four successive weeks, before the first day of August, nineteen hundred and seventeen.

The report states the amount of the sale to be \$150.00

Wm. E. Watson, Clerk

True Copy
Test W. F. Watson, Clerk
Filed June 25th, 1917.

ORDER NISI:

J. Frank Harper,
Assignee of Mortgage,
vs.
Isaiah Smith,
Mortgagor.

In the Circuit
Court for
Queen Anne's County,
in Equity.
Cause No. 2216.

ORDERED, THIS twenty fifth day of June, in the year nineteen hundred and seventeen, that the sale of the mortgaged real estate made by J. Frank Harper, Assignee of Mortgage, Vendor, and reported by him the above cause, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the third day of September, nineteen hundred and seventeen; provided a copy of this Order be inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, once in each of four successive weeks before the first day of August, nineteen hundred

and seventeen.

The Report states the amount of the sale to be \$150.00

Filed June 25th, 1917.

Wm. F. Watson
Clerk of the Circuit Court for
Queen Anne's County.

FINAL ORDER OF RATIFICATION.

J. Frank Harper,
Assignee of Mortgage,

vs.

Isaiah Smith,
Mortgagor.

In the Circuit Court for

Queen Anne's County

in Equity.

Cause No. 2216.

ORDERED, this twenty ninth day of September, in the year nineteen hundred and seventeen, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the sale of the real estate made by J. Frank Harper, Assignee of Mortgage, Vendor, and reported by him in the above cause in the foregoing Report of Sale, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the preceding Order of Ratification Nisi passed in said cause on June 25th, 1917. The said Assignee of Mortgage is allowed the usual commissions and all expenses, not personal for which he shall produce proper vouchers to the Auditor.

Philemon B. Hopper.

Final Order
Filed October 1st, 1917.

AUDITOR'S REPORT AND ACCOUNT.

Filed Nov. 2nd, 1917.

In the Circuit Court for Queen Anne's County in Equity.

J. Frank Harper, Assignee of Mortgage,)

vs.)

Isaiah Smith, Mortgagor.)

Chancery Docket, Cause No. 2216.)
)
(

To the Honorable, the Judges of said Court:

The report of Madison Brown, Auditor, unto Your Honors respectfully sets forth:

That he has stated the within account first charging therein unto J. Frank Harper, Assignee, party making the sale described in the report of sale of this cause, the amount of the sale and the amount of the interest thereon received and then thereout allowing unto said Assignee his commissions, per terms of mortgage, and rule of this court, the cost of advertising sale and several orders nisi of the cause, auctioneer and auditor's fee, and also the balance of the amount charged

remaining after these allowances on account of the mortgage debt, said balance not being sufficient to pay the mortgage claim in full. Below is appended a statement of the mortgage debt.

Respectfully submitted,

Madison Brown, Auditor.

October 31st, 1917.

State of the Mortgage Debt.

Amount of Mortgage debt due on day of sale, per statement filed, to wit:	\$ 157.50
Amount of net sale applicable thereon, per within account, to wit:	87.78
	<hr/>
Balance of debt due, with interest from June 19th, 1917	\$ 69.72

The Proceeds of the Sale of the Mortgaged Real Estate of Isaiah Smith, Mortgagor, in account with J. Frank Harper, Assignee of mortgage, party making sale of said Real Estate.

=====

1917.
June 19.

Cr.

By gross proceeds of sale of mortgage real estate, per report of sale filed, to wit:	\$ 150.00
By interest received on credit sale, to wit:	.83
	<hr/>
	\$ 150.83

Dr.

To J. Frank Harper, Assignee of mortgage party making sale reported in above cause, for his commissions of amount of sale and interest, per terms of mortgage, to wit:	\$ 10.55
To do., for costs of advertising sale, order nisi thereon and order nisi on this audit, per bill of Centerville Record, to wit:	17.50
To do., for costs of premium of his bond with corporate surety thereon, to wit:	2.50
To do., for the amount of charges of C.S. Jump, Auctioneer, for crying sale of mortgaged property, to wit:	5.00
To do., for the court costs of this cause, per bill of costs made by Clerk, as follows:	
Costs of W. F. Watson, clerk,	\$13.00
appearance fee of atty, of plaintiff	10.00
	<hr/>
	23.00
To Madison Brown, Auditor, for stating this account, to wit:	4.50
" J. Frank Harper, Assignee of mortgage, on account of the mortgage debt, this balance same not being sufficient to pay mortgage debt in full, to wit:	87.78
	<hr/>
	\$ 150.83 \$ 150.83

=====

Madison Brown,
Auditor

October 31st, 1917.

J. F. Harper, Assignee in Chy. 2216.

To The Centerville Record, Dr.,
Centerville, Maryland.

1917.

May 26th,	Ad Isaah Smith	\$15.75
June 30th,	Order Nisi	3.75
	Audit Nisi to be presented	3.00
		<u>\$ 22.50</u>
	By rebate	5.00
		<u>\$ 17.50</u>

Statement of Costs

Isiah Smith
vs.
Walter T. Wright

No. 2216 Chy.

Clerks Costs

Apprs.	\$ 10.00
Clerk	13.00
	<u>23.00</u>

Test: Wm. F. Watson, Clerk

The Centerville Record

The Centerville, Md. Nov. 30, 1917

The Centerville Record Publishing Co. hereby certifies that the nisi ratification of audit in the case of J. F. Harper Assignee vs. Isiah Smith, a true copy of which is hereto annexed, was inserted in The Centerville Record, a weekly newspaper printed and published at Centerville, Queen Anne's County, Maryland, once a week in each of two successive weeks, before the 19th day of November, in the year 1917.

The Centerville Record Publishing Co.,

By E. H. Brown, Jr.,
President.

NISI RATIFICATION OF AUDIT.

J. Frank Harper, Assignee of
Mortgage
vs.
Isiah Smith, Mortgagor .

In the Circuit Court for Queen
Anne's County, IN equity Case
No. 2216.

ORDERED, this 2nd day of November, in the year nineteen hundred and seventeen, that the report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th day of November, 1917; provided a copy of this order be published once a week in each of two successive weeks before the 19th day of November, 1917, in some newspaper printed and published in Queen Anne's County.

Wm. F. Watson,
Clerk

True Copy
Test: Wm. F. Watson, Clerk

NISI RATIFICATION OF AUDIT.

J. Frank Harper, Assignee of
Mortgage
vs.
Isaiah Smith, mortgagor.

In the Circuit Court for Queen Anne's County.
In Equity Case No. 2216,

ORDERED, this 2nd day of November, in the year nineteen hundred and
seventeen that the report and account filed in these proceedings by Madison Brown
Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or
before the 27th day of November, 1917; provided a copy of this order be published once
a week in each of two successive weeks before the 19th day of November, 1917, in some
newspaper printed and published in Queen Anne's County.

Wm. F. Watson, Clerk

Filed Nov. 2, 1917

.....
VOID

Be it remembered that heretofore to wit, on the nineteenth day of June, in the
year nineteen hundred and nineteen, Thomas R. Emory and Elizabeth W. Emory, his wife,
by James T. Earle and H. B. W. Mitchell, their attorneys and solicitors, filed in
Court their order to docket suit as follows, to wit:

In the Circuit Court for Queen Anne's County in Equity.

In the Matter of the Trust Estate of Thomas R. Emory.

VOID
W. F. Watson, Clerk:

Docket suit as per above titling, and file in the papers of
said suit a certified copy of the Deed of Trust from Thomas R. Emory and Elizabeth W.
Emory, his wife, bearing date the 18th day of June, 1917, and also file the bond of
James T. Earle and H.B.W. Mitchell as trustees under said Deed of Trust, which bond you
are hereby requested to approve.

James T. Earle
H. B. W. Mitchell

Be it remembered that heretofore to wit, on the twenty second day of June, in the year nineteen hundred and seventeen, James W. Rochester by Madison Brown his attorney and solicitor, filed in Court their Bill of Complaint in the words and of the tenor following, to wit:

In the Circuit Court for Queen Anne's County in Equity.

James W. Rochester, Plaintiff,

vs.

Walter Rochester and Bessie Rochester, his wife,

Mollie Rochester,

Walter Wilkerson,

Mary Wright,

Charles Wright,

Florence Wright, and

Golden Elizabeth Wright, Defendants

(
)
(
) Chancery
) Docket,
(
) Cause
(
) Number
(
)

To the Honorable, the Judges of said Court:

The bill of complaint of James W. Rochester, of Queen Anne's County, State of Maryland, who sues as well for himself as all other creditors of William W. Rochester, late of said county, deceased, who will come in and contribute to the expenses of this suit, humbly shows:

1. That a certain William W. Rochester, late of said county, departed this life a day or two before the twenty sixth day of January, nineteen hundred and seventeen, and on the date mentioned one Howard E. Wilson, an undertaker, at the request and direction of your orator, who was a brother of the said William W. Rochester, furnished a casket for the burial of the remains of said William W. Rochester, interred said remains and otherwise conducted the funeral of said deceased.

2. That Shortly after said funeral, your orator paid unto the said Howard E. Wilson the amount of his claim for said funeral expenses, to wit: the sum of fifty five dollars (\$55.00), with interest from the twenty sixth day of January, nineteen hundred and seventeen, and the said Howard E. Wilson assigned and transferred and assigned said claim unto your orator, who files the same marked "Exhibit in Cause James W. Rochester vs. Walter Rochester etc.," with this bill as part of the same.

3. That the said William W. Rochester died intestate and left no personal property at the time of his death, but at the time of his death as aforesaid was seized and possessed of certain real estate in Queen Anne's County aforesaid of some value.

4. That the said William W. Rochester left surviving him as his only heirs at law the following named persons, to wit:

A widow, Henrietta Rochester:

A son, Walter Rochester, who is intermarried with one Bessie Rochester;
a daughter, Mollie Rochester;

a grandson, Walter Wilkerson, an infant under the age of twenty one years, the son of one Verma Wilkerson, the daughter of the said William W. Rochester

and who predeceased her said father by seven or eight years;

four great grandchildren, all infants under the age of twenty one years, by name: Mary Wright, Charles Wright, Florence Wright and Golden Elizabeth Wright, the children of one Mollie Wright, the daughter of the said Verma Wright and who died in the month of November, nineteen hundred and fifteen.

5. That the said Walter Rochester and Bessie Rochester, his wife, are non-residents of the State of Maryland, and reside in the State of Pennsylvania, or elsewhere beyond the jurisdiction of this court.

5. That the said Mollie Rochester is a non-resident of the State of Maryland and resides either in the State of Pennsylvania or in the State of Rhode Island, or elsewhere beyond the jurisdiction of this court; that she has not been heard of for several years and it is unknown whether she is living or dead; and for the reason that it is unknown whether she is living or dead, this bill is filed against her as if living.

6. That the said Walter Wilkerson resides in Queen Anne's County with his father, Charles Wilkerson.

7. That the said Florence Wright resides in Queen Anne's County aforesaid with her grandfather, Charles Wilkerson.

8. That the said Mary Wright, Charles Wright and Golden Elizabeth Wright reside in Caroline County, State of Maryland.

9. That your orator is advised that his said claim for the funeral expenses of the said William W. Rochester is considered in law a debt of the said William W. Rochester.

10. That your orator is advised that as the said William W. Rochester left no personal property for the payment of his just debt your orator and the other creditors of the said William W. Rochester are entitled to have their claims paid out of the real estate of said deceased in the hands of his heirs as aforesaid, and that in the distribution of the proceeds of any sale made under a decree of this court for the payment of the debt of said deceased the claim of your orator for the funeral expenses of said deceased is entitled to priority of payment to all claims of the common creditors of said deceased.

TO THE END THEREFORE: that the defendants hereinafter named may answer the several matters and things hereinbefore charged as fully and particularly as they were thereunto interrogated; that the real estate of said deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of the claims of your orator and the other creditors of said deceased; that in the distribution of the proceeds of said sale the said claim of your orator for the funeral expenses of said deceased may have priority of payment over the claims of the common creditors of said deceased; and that your orator may have such further and other relief as his case may require.

May it please Your Honors to grant unto your orator an order of publication, giving notice to the said Walter Rochester and Bessie Rochester, his wife, both of the State of Pennsylvania, as aforesaid, and who are non residents of the State of Maryland, and to the said Mollie Rochester, of the State of Pennsylvania or of the State of Rhode Island, and who is a non resident of the State of Maryland, of the object and substance

of this bill, and warning them to appear in this court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed; and also the writ of subpoena directed to the said Walter Wilkerson, an infant, and to the said Florence Wright, an infant, both of whom reside in Queen Anne's County aforesaid, and to the said Mary Wright, an infant, and to the said Charles Wright, an infant, and to the said Golden Elizabeth Wright, an infant, all of whom reside in Caroline County aforesaid, commanding them and each of them, to be and appear, either in person or by solicitor, in this court, on or before a certain day, to be named therein, to answer the premises, and abide by and perform such decree as may be passed therein.

And as in duty bound etc.,

Madison Brown
Solicitor for Plaintiffs.

Exhibit in Cause James W. Rochester vs. Walter Rochester, et al.

Barclay April 28th, 1917

William W. Rochester, Estate
To H. E. Wilson, Dr.

Jan. 26th, 1917 to Casket for his remains \$45.00

Case 5.00

Interest on same .75

\$ 50.75

State of Maryland, Queen Anne's County, Sct:

I hereby certify that on this twenty fourth day of April, nineteen hundred and seventeen, before me, the subscriber, Register of Wills for said county, personally appeared Howard E. Wilson, and he made oath in due form of law that the foregoing account is Just and true as stated, and that he has received no part, parcel security or satisfaction for the same, except the note of James W. Rochester for \$50.50, dated January 26, 1917, at one month, which note was not taken in payment of said account, but as security therefor, the items therein charged having been ordered; by said James W. Rochester and furnished on his credit as security. Sworn before

William T. Bishop
Register of Wills

Subpoena for Walter Wilkerson to appear and answer.

Queen Anne's County, to wit:

The State of Maryland.

To Walter Wilkerson, infant:

of Queen Anne's County, Greeting:

Your are hereby commanded, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centerville, in said county, on the first Monday of July, next, to answer the complaint of James W. Rochester, against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Albert Constable, Chief Judge of our said Court, the first Monday of June, 1917.

Issued the 22nd day of June, in the year 1917.

Wm. F. Watson, Clerk

True copy

Test: Wm.F.Watson, Clerk

On the back was endorsed the following, to wit:

I hereby certify that I did on this 22 day of June, 1917, serve the within and foregoing writ of subpoena of Walter Wilkerson, infant, named therein, by reading the same to him and that at the same time I did leave a copy of said writ with Charles Wilkerson, the father of said infant.

J. W. Yeates
Sheriff of Queen Anne's County.

Filed June 20th, 1917.
Filed June 23, 1917

Subpoena for respondent to appear and answer.

Queen Anne's County, to wit:

The State of Maryland.

To Florence Wright, Infant.

of Queen Anne's County, Greeting:

You are hereby commanded, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centerville, in said County, on the first Monday of July, next, to answer the complaint of James W. Rochester, against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness, The Honorable Albert Constable, Chief Judge of our said Court, the first Monday of June, 1917.

Issued the 22nd day of June, in the year 1917.

Wm. F. Watson, Clerk

On the back of the subpoena was endorsed the following, to wit:

I hereby certify that I did on this 22 day of June, 1917, serve the within writ of subpoena on Florence Wright, infant, named therein, by reading the said writ to the said Florence Wright, and that I did leave with Charles Wilkerson, her grand father, with whom said infant lives, a copy of said writ. Infant has no parent or guardian residing within the jurisdiction of the court.

J.W.Yeates,
Sheriff of Queen Anne's County.

Subpoena for Respondent to appear and answer.

Queen Anne's County, to wit: The State of Maryland

To Mary Wright, Infant
Charles Wright, Infant

of Caroline County, Greeting;

You are hereby commanded, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centerville,

in said county, on the 1st Monday of July next, to answer the complaint of James W. Rochester against you in said Court exhibited.

Hereof, fail not, as you will answer the contrary at your peril.

Witness, the Honorable Albert Constable, Chief Judge of our said Court, the 1st Monday of June, 1917. Issued the 22nd day of June, in the year 1917.

Wm. F. Watson
Clerk.

On the back of the subpoena was endorsed the following, to wit:

I hereby certify that I did serve the within writ of subpoena upon Mary Wright and Charles Wright, infants, named therein, by reading the same to each of them on this thirtieth day of June, 1917, and I did then leave with Mary Primrose, their grandmother, with whom said infants live, a copy of the said within writ. Said infant has no parent or guardian residing within the jurisdiction of the court.

Josiah A. Beck
Sheriff Caroline County.

Subpoena for respondent to appear and answer:

Queen Anne's County, to wit:

The State of Maryland.

To Golden Elizabeth Wright
Infant

of Queen Anne's County, Greeting;

You are hereby commanded, That all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centerville, in said County, on the First Monday of April next, to answer the complaint of James W. Rochester against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Albert Constable, Chief judge of our said Court, the 1st Monday of March, 1918.

Issued the 14th day of March in the year 1918.

J. F. Rolph.
Clerk.

Petition for leave to amend bill of complaint by making Henrietta Rochester a party to the bill.
Filed June 7th, 1918.

In the Circuit Court for Queen Anne's County in Equity.

James W. Rochester, Plaintiff

vs.

Walter Rochester, et al., Defendant

(
) Chancery Docket,
(
) Cause No. 2229.
(
)

To the Honorable, the Judges of said Court:

The petition of James W. Rochester, the plaintiff, unto Your Honors respectfully sets forth:

That it developed during the taking of the testimony heretofore returned in above cause that James W. Rochester, mentioned in the proceedings of said cause, left surviving him a widow, Henrietta Rochester, by name, who as yet has not been made to above cause, but who is a necessary party to said cause by reason of being an heir at law of the said James W. Rochester.

Your petitioner therefore prays Your Honors to pass an order granting him leave to amend the bill of complaint of said cause by making the said Henrietta Rochester a party to the said bill and cause.

As in duty bound, etc.

Madison Brown
Attorney for Petitioner.

Ordered, this Seventh day of June, in the year nineteen hundred and eighteen, by The Circuit Court for Queen Anne's County in Equity, and by the authority thereof, upon the foregoing petition, that James W. Rochester, plaintiff, be and he hereby granted leave to amend the bill of complaint of above cause by making Henrietta Rochester, mentioned in above petition, a party to said bill, and said amendment may be made in the following manner: by interlineation in the original bill.

Philemon B. Hopper

Filed June 7th, 1918.

Order of Publication, Filed June 22, 1917.

ORDER OF PUBLICATION.

In the Circuit Court for Queen Anne's County in Equity.

James W. Rochester, Plaintiff,	(	Chancery Docket,
vs.)	
Walter Rochester et al., Defendants	(	Cause No.
)	
	(
)	

The object of this suit is to procure a decree for the sale of the real estate of William W. Rochester, late of Queen Anne's County, State of Maryland, for the purpose of the payment of first, his funeral expenses, and, secondly, his other debts. The bill states:

That the said William W. Rochester died intestate in January, 1917, and was buried on January 26th, 1917; that the claim for his funeral expenses amounting to \$55.00, with interest from date mentioned, was paid to the plaintiff; that said deceased left no personal property but died seized of certain real estate in said county of some value; that he left as his heirs at law the following named persons: a son, Walter Rochester (intermarried with Bessie Rochester); a daughter, Mollie Rochester; a grandson, Charles Wilkerson, the son of Verma Wilkerson Wilkerson, a daughter of said William W. Rochester who predeceased her father by 7 or 8 years; four great grandchildren, Mary Wright, Charles Wright, Florence Wright and Golden Elizabeth Wright, children of one Mollie Wright, who died in November, 1915, and who was a daughter of said Verma Wilkerson.

That said Walter Rochester, Bessie Rochester, his wife, and Mollie Rochester

are non residents of the State of Maryland, said Walter Rochester and Bessie Rochester residing in the State of Pennsylvania, and said Mollie Rochester residing in last named state or in the State of Rhode Island, or elsewhere beyond the jurisdiction of this Court, That said Charles Wilkerson, Mary Wright, Charles Wright, Florence Wright and Golden Elizabeth Wright are infants under the age of twenty one years, and reside in the State of Maryland.

That said claim of the plaintiff for the funeral expenses of said William W. Rochester is a debt of said deceased; that as said deceased left no personal property the plaintiff and the other creditors of said deceased are entitled to have their claims against deceased paid out of his real estate in the hands of his said heirs at law; that the said claim of plaintiff for said funeral expenses is entitled to priority of payment out of said real estate to the claims of the common creditors of said deceased. The bill then prays for the passage of a decree for the sale of said real estate for the payment out of the proceeds of sale of, first, the funeral expenses above mentioned of said deceased, and secondly, his other debts, and for such further and other relief as the case of the plaintiff may require.

It is thereupon, on this twenty second day of June, 1917, ordered by the Circuit Court for Queen Anne's County in Equity, that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County once in each of four successive weeks before the 24th day of July, 1917, given notice to the said absent defendants of the object and substance of this bill, and warn them to appear in this Court, in person or by solicitor, on or before the 10th day of August next, to show cause, if any they have, why a decree ought not to pass as prayed.

Wm. F. Watson
Clerk of the Circuit Court
for Queen Anne's County.

Filed June 22, 1917.

The Centerville Observer

Centerville, Maryland, August 7, 1917

The Centerville Observer Publishing Co. hereby certifies that the Order of Publication in the case of Jas. W. Rochester, Plaintiff vs. Walter Rochester et al., defendants a true copy of which is hereto annexed, was inserted in The Centerville Observer, a weekly newspaper printed and published at Centerville, Queen Anne's County Maryland, once a week for four successive weeks before the 24th day of July in the year 1917.

The Centerville Observer Publishing Co.,

By S. Chas. Walls, Secy.

ORDER OF PUBLICATION

In the Circuit Court for Queen Anne's County in Equity.

James W. Rochester, Plaintiff

VS.

Walter Rochester, et al., Defendants,
Chancery Docket, Cause No. 2220.

The object of this suit is to procure a decree for the sale of the real

estate of William W. Rochester, late of Queen Anne's county, State of Maryland, for the purpose of the payment of first, his funeral expenses, and secondly, his other debts.

The bill states:

That the said William W. ROchester died intestate in January, 1917, and was buried on January 26th, 1917; that the claim of his funeral expenses amounting to \$55.00, with interest from date mentioned was paid by the plaintiff of the undertaker, who duly assigned said claim to the plaintiff; that said deceased left no personal property but died seized of certain real estate in said county of some value; that he left as his heirs at law the following named persons: a son, Walter Rochester (intermarried with Bessie Rochester); a daughter, Mollie Rochester; a grandson, Charles Wilkerson, the son of Verma Wilkerson Wilkerson, a daughter of said William W. Rochester who predeceased her father by 7 or 8 years; four great grandchildren Mary Wright, Charles Wright, Florence Wright and Golden Elizabeth Wright, children of one Mollie Wright, who died in November 1915, and who was a daughter of said Verma Wilkerson.

That said Walter Rochester, Bessie Rochester, his wife, and Mollie Rochester are non residents of the State of Maryland, said Walter Rochester and Bessie Rochester residing in the State of Pennsylvania, and said Mollie Rochester residing in last named state or in the State of Rhode Island, or elsewhere beyond the jurisdiction of this Court.

That said Charles Wilkerson, Mary Wright, Charles Wright, Florence Wright and Golden Elizabeth Wright are infants under the age of twenty one years, and reside in the State of Maryland.

That said claim of the plaintiff for the funeral expenses of said William W. Rochester is a debt of said deceased; that as said deceased left no personal property the plaintiff and the other creditors of said deceased are entitled to have their claims against deceased paid out of his real estate in the hands of his said heirs at law; that the said claim of plaintiff for said funeral expenses is entitled to priority of payment out of said real estate to the claims of the common creditors of said deceased. The bill then prays for the passage of a decree for the sale of said real estate for the payment out of the proceeds of sale of, first, the funeral expenses above mentioned, of said deceased, and secondly, his other debts, and for such further and other relief as the case of the plaintiff may require.

It is thereupon, on this twenty second day of June, 1917, ordered by the Circuit Court for Queen Anne's County in Equity, that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County once in each of four successive weeks before the 24th day of July, 1917, give notice to the said absent defendants of the object and substance of this bill, and warn them to appear in this Court, in person or by solicitor, on or before the 10th day of August next, to show cause, if any they have, why a decree ought not to pass as prayed.

Wm. F. Watson
Clerk of the Circuit Court for
Queen Anne's County
Filed June 22, 1917,
True Copy
Test: Wm. F. Watson, Clerk.

Decree pro confesse.

Filed March 16th, 1918.

In the Circuit Court for Queen Anne's County in Equity.

James W. Rochester, Plaintiff	(
vs.	)	Chancery Docket
Walter Rochester, et al.,	(	Cause No. 2220.
Defendant)	

The adult defendants, Walter Rochester, Bessie Rochester and Mollie Rochester, non residents of the State of Maryland, having been duly notified by the due publication of the order of publication heretofore in above cause passed against them to appear to the bill of complaint filed in said cause against them and others, and having failed to appear thereto, according to the exigency of said order of publication; it is thereupon, this Sixteenth day of March, 1918, by the Circuit Court for Queen Anne's County in Equity, and by the authority thereof, adjudged, ordered and decreed that the plaintiff is entitled to relief in the premises, and the bill of complaint be and the same is hereby taken pro confesso against the said defendants but because it does not certainly appear to what relief the the plaintiff is entitled, it is further adjudged and ordered that one of the standing examiners of this court take testimony to support the allegations of the bill; if however, leave to take testimony under section 253 of Article 16 of the Annotated Code of the Public General Laws of Maryland should hereafter granted before testimony is taken under this order, the testimony directed to be taken by this order need not be taken.

Philemon B. Hopper

Answer of the Guardian ad litem:

Filed April 20th, 1918.

In the Orphans' Court for Queen Anne's County.

James W. Rochester, Plaintiff)	
vs.	)	Chancery Docket
Walter Rochester et al., Defendants	)	Cause No. 2220.

The joint and several answer of Walter Wilkerson, Mary Wright, Charles Wright, Florence Wright, and Golden Elizabeth Wright, infants under the age of twenty one years, by George A. Whitely, their guardian ad litem, to the bill of complaint of James W. Rochester against them in the above entitled cause exhibited.

These defendants cannot admit any of the several matters and things alleged in said bill, and being infants of tender years submit their rights to the protection of this court.

Geo. A. Whitely
Guardian ad litem

REPLICATION

Filed April 20,,1918.

In the Circuit Court for Queen Anne's County in Equity.

James W. Rochester, Plaintiff	Chancery
vs.	Docket
Walter Rochester etal., Defendants	Cause No.
	2220.

REPLICATION.

The plaintiff joins issue on the matters alleged in the answers of Walter Wilkerson, Mary Wright, Charles Wright, Florence Wright, and Golden Elizabeth Wright, infant defendants, filed by their guardian ad litem, so far as the same may be taken to deny or avoid the allegations of the bill.

Madison Brown
Attorney for the Plaintiff.

Petition for the appointment of a guardian ad litem:
Filed April 20th, 1918.

In the Circuit Court for Queen Anne's County in Equity.

James W. Rochester, Plaintiff)	
vs.	(	Chancery Docket
Walter Rochester, et al., Defendants	)	Cause No.
	)	2220.

To the Honorable, the Judges of said Court:

The petition of James W. Rochester, the plaintiff, unto Your Honors respectfully sets forth:

1. That the process heretofore issued for the infant defendants, Walter Wilkerson, Mary Wright, Charles Wright, Florence Wright and Golden Elizabeth Wright, has been returned as served, as will appear from the sheriff's return on the writ:
2. That none of the said infant defendants have a legal guardian residing within the jurisdiction of this Court, that all of them are under the age of twenty one years, and that your petitioner is advised that a guardian ad litem should be appointed by this Court to answer the bill of complaint for them, and to defend for them the suit instituted against them by the bill of complaint,

Your petitioner therefore prays Your Honors to pass an order appointing some suitable person guardian ad litem to answer said bill of complaint for said infants, and to defend the above suit for them.

Respectfully submitted,

Madison Brown
Attorney for Plaintiff.

Ordered, this twentieth day of April, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County in Equity and by the authority thereof, upon the foregoing petition, that George A. Whitely, of said county, be and he is hereby appointed guardian ad litem for Walter Wilkerson, Mary Wright, Charles Wright, Florence Wright and Golden Elizabeth Wright, infant defendants of the above entitled cause, and to appear, answer and defend for said infant defendants the suit instituted against them by the bill of complaint filed in the above cause.

Philemon B. Hopper

Petition for leave to take testimony.

Filed April 20th, 1918.

In the Circuit Court for Queen Anne's County in Equity.

James W. Rochester, Plaintiff

Chancery

vs.

Docket
Cause No 2220.

Walter Rochester, et al. Defendants

To the Honorable, the Judges of said Court:

The petition of James W. Rochester, the plaintiff, by Madison Brown, his attorney, unto Your Honors respectfully sets forth:

That the above cause is now at issue, and involves Matter of fact, to prove which evidence is required to be taken to be used in said cause.

Your petitioner therefore prays Your Honors to pass an order granting him leave to take testimony to be used in above cause before one of the regular examiners of this Court.

Respectfully submitted,

Madison Brown,

Attorney for Plaintiff.

Ordered, this twentieth day of April, in the year nineteen hundred and eighteen by the Circuit Court for Queen Anne's County in Equity and by the authority thereof, upon the foregoing petition, that leave be and the is hereby granted to the plaintiff take evidence to be used in above cause before any one of the regular examiners of this Court, who shall give such notice of his settings as the rule of or practice in this Court requires.

Philemon B. Hopper

5th Int. I now file with the Examiner paper writing filed in the above case as Exhibit with the Bill, Please look at this paper writing and state what it is?

Ans. It is the bill for the burial expenses of Wm. W. Rochester. I transferred it to James W. Rochester. My name is signed on the back of the bill.

6th Int. State whether or not the said James W. Rochester left any personal property at the time of his death?

Ans. None to my knowledge. I think I would have known if he left any.

7th Int. Did or not the said Wm. W. Rochester, die seized and possessed of any land or interest therein and if so, describe same briefly and give your idea as to its value?

Ans. He had a half interest in a house and lot near Barclay, Queen Anne County Md. The lot contains about six acres of land and is worth about four hundred dollars. The lot faces the public road from Barclay to Church Hill on the north side of the road and adjoins the farm of H.B.W. Mitchell formerly the Leager farm.

Howard E. Wilson

Examiner's special.

Ans. I do not.

James W. Rochester the next witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, deposes and says;

1st Int. State your name, age, residence and occupation.

Ans. My name is James W. Rochester, I am 73 years old, I reside near Barclay Queen Anne's County, Md. and my occupation is trucking and driving a Jack.

2nd Int. Do you or not know the parties or any of them and if so, which of them and how long have you known them?

Ans. I am the plaintiff. I know Walter Rochester and Mollie Rochester and I know Chas. Wright. The rest of the parties I do not personally know but I know who they are. Thos I know., I have known since they were born.

3rd. Int. Were you or not acquainted with one Wm. W. Rochester, late of Queen Anne's County? If so, state if he is living or dead and if dead when and where he died?

Ans. I knew him. He was my own brother. He is dead, he died in Jan'y in nineteen hundred and seventeen at his home and at my home close to Barclay, this County. We were making our home together and had made our home together for about two years. He died right in the house of our property.

4th Int. State whether or not Wm. W. Rochester, your brother, left a last will and testament and whether or not he left any personal property when he died?

Ans. He didn't leave a will and he didn't leave any personal property.

5th Int. State whether or not your brother, Wm. W. Rochester, left any land or any interest in any land when he died.

Ans. He left a half interest in a lot of land in or near Barclay, Queen Anne's County, Md, containing about six acres. There is a dwelling and stable on the property. He died in this dwelling. This property was deeded to My brother William Rochester and my self by Mrs. Martha George and others. The whole property is worth about six hundred dollars.

6th Int. Describe briefly the location of the property and the improvements on the property.

Ans. The property is located on the north side of the public road from Barclay to Church Hill, near Barclay, and adjoins the property of Mr. H.B.W. Mitchell formerly the Mr. Wm. Leager Farm. It is improved by a shenand a half story frame dwelling and small stable. The dwelling cost about three hundred dollars when it was built.

7th Int. Whom did your brother leave surviving him as his heirs at law and give the places of residence and ages of his heirs, if you can?

Ans. He left a son named Walter Rochester and a daughter named Mollie Rochester, both of these live out of the State of Maryland and have been for many years. Mollie Rochester has not been heard of for over three years. When last heard of she was eighter living in Pennsylvania or Rhode Island. I don't know whether she is living or dead. Walter Rochester is living in Pennsylvania and has wife named Bessie. My brother Wm. had a daughter named Verma and she died seven or eight years before my brother, her father, did. She married a man by name of Charlie Wilkerson. She left a son named Walter Wilkerson who is under twenty one years of age and lives with his father in Queen Anne's County, Md. She also left a daughter named Mollie who married a man named Wright, Mollie died about three years ago and before my brother Wm. She left four children and all under twenty one years of age. Their names are, Mary Wright and Chas. Wright, Florence Wright and Golden Elizabeth Wright. Mary Wright and Chas. Wright live with their grandMother, Mary Primrose, in Caroline County, Md. Florence Wright lives with Chas. Wilkerson in Queen Anne's County and Golden Elizabeth Wright lives with Mary Downes near Ruthsburg, Queen Anne's County, Md. My brother also left a widow, Henrietta Rochester who lives in Caroline County, Md.

8th Int. State if you know, who was the Undertaker who buried the remains of your brother Wm. Rochester, and how he cam to bury the remains and who paid him for this burial?

Ans. Mr. Howard E. Wilson of Barclay, was the undertaker. I asked him to bury my brother. Mr. Wilson said he would bury the remains if I would pay him. I paid Mr. Wilson his bill which he said would be fifty dollars and he set the bill over to me. It is the bill in this case. Besides this, I paid to the Church where my brother was buried, two dollars for the grave and a dollar and a half to Levi Cain for opening the grave.

9th Int. Have you ever been paid this money which you paid for the burial of your brother William W. Rochester and for the grave and opening of same?

Ans. No sir; not one cent of it.

10th Int. State who, if any one, has been granted administration on the estate of your brother Wm. W. Rochester?

Ans. No letters have been given to any one. My brother did not have any personal property.

Examiner's Special

Ans. Nothing else sir.

Test: Chas. E. Ticker

his
James
mark W. Rochester

There being no further witnesses to be examined at this time, but the Plaintiff desiring further time for the production of evidence, an adjournment was taken until Wednesday the 24th day of April, 1918 at the hour of twelve o'clock m. At the hour of twelve o'clock on the twenty fourth day of April 1918 your Examiner took the following testimony, to wit:

The first witness of lawful age produced on the part of the Plaintiff being duly sworn and examined, deposes and says:

1st. Int. State your name, age residence and occupation.

Ans. My name is Addie Williams, I am 39 years old, I reside at Clark's Corner, Queen Anne's County, Md., and my occupation is housewife.

2nd. Int. Do you know the parties to this suit or any of them? If yea, which of them and how long have you known them?

Ans. I have known James W. Rochester ever since I was a little girl. Walter Rochester and Mollie Rochester, I have known ever since I was a small girl. I don't know Bessie Rochester. All of the others I have known since they were born.

3rd. Int. Were you or not acquainted with one Wm. W. Rochester, late of Queen Anne's County, Md. and if so, is he living or dead and if dead when and where did he die?

Ans. I knew him and I knew his family, for along time I lived a short distance from them. He is dead, he died in January, 1917, at his home near Barclay, this County.

4th Int, Whom did he leave surviving him as his heirs at law? In describing these people state where they live and give their ages.

Ans. He left a widow, Henrietta Rochester who lives near Marydel, Md. and she is very old. He had two children, Walter Rochester and Mollie Rochester, both were living out of the State when their father died and had been some time and they still live out of the State. I haven't heard of Mollie for some time. William W. Rochester had a daughter, Verma Wilkerson, who died before her father did. She left a son, Walter Wilkerson, who is now living with his father Chas. Wilkerson. He is about fifteen years old. Verma had a daughter named Mollie Wright, she died in November, 1915. Mollie left four little children, all now living. The oldest is not over ten years old, and their names are, Mary Wright, Chas. Wright, Florence Wright, and Golden Elizabeth Wright. Golden Elizabeth Wright lives with Mary Downes, near Ruthsburg, this County who has adopted her; Florence Wright lives with Chas. Wilkerson her grandfather, in this County until about a month ago when he moved to Kent County, Md. The other two children live with their grandmother Mary Primrose, in Caroline County, Md.

5th Int, State if you know, what Property William W. Rochester, left.

Ans. He didn't leave any property except the interest he had in the house where he lived.

Examiner's special.

Ans. No sir: I dont know that there is anything else.

Addie Williams

There being no further witnesses to be examined and neither party desiring further time for the production of evidence, your Examiner herewith respectfully makes his return, together with his Exhibit, marked "Exhibit in cause James W. Rochester vs Walter Rochester et al", and filed with the Bill of Complaint, and certifies that he was engaged as such Examiner two days and examined three witness, making costs chargeable to Plaintiff, as follows;

Charles E. Tucker	Examiner,	\$3.00
Howard E. Wilson,	Witness fee and itinerant charges	\$1.75
James W. Rochester,	Witness	.75
Addie Williams	Witness	.75
		\$ 11.25

Respectfully submitted

Chas. E. Tucker
Examiner.

Petition to amend bill of complaint so as state that Walter Wilkerson is an heirs of William W. Rochester instead of Charles Wilkerson.

Filed June 22, 1917.

In the Circuit Court for Queen Anne's County in Equity.

James W. Rochester, Plaintiff.

vs.

Walter Rochester et al., Defendants

(Chancery Docket

(Cause No. 2220

To the Honorable, the Judges of said Court:

The petition of James W. Rochester, Plaintiff, to your Honors respectfully sets forth:

That the bill of complaint filed in above cause states that William W. Rochester mentioned therein left as one of his heirs at law a grandson by the name of Charles Wilkerson, a son of one Verma Wilkerson, a deceased daughter of said William W. Rochester, and the said bill also states that said Charles Wilkerson resides with his father, Charles Wilkerson in Queen Anne's County, and the said Charles Wilkerson, grandson, is made a party defendant to said bill.

That since said bill was filed, your petitioner has learned that the proper name of the said grandson of William W. Rochester and of the son of said Verma Wilkerson, and of Charles Wilkerson, her husband, is Walter Wilkerson, and not Charles Wilkerson.

That your petitioner is advised that it is necessary that said bill of complaint should be amended so as to make said grandson of William W. Rochester a party defendant by his true and proper name of Walter Wilkerson.

Your petitioner therefore prays Your Honors to pass an order granting him leave to amend his said bill of complaint in such a manner as to make Walter Wilkerson a party defendant to said bill instead of Charles Wilkerson.

Respectfully submitted,

Madison Brown,
Attorney for Petitioner.

Ordered by the Circuit Court for Queen Anne's County in Equity, and by the authority thereof, upon the foregoing petition, on this twenty second day of June, nineteen hundred and seventeen, that leave be and the same is hereby granted unto James W. Rochester, the plaintiff, to amend his bill of complaint filed in the above entitled cause, so as to make Walter Wilkerson, grandson of William W. Rochester named in said bill, a party defendant to said bill by his true name of Walter Wilkerson instead of the name of Charles Wilkerson as he is now called in said bill, and it is further ordered that said amendment be made by writing over the words "Charles Wilkerson" in said bill where the same applies to the grandson of William W. Rochester the words "Walter Wilkerson".

Philemon B. Hopper

Filed July 22, 1917.

Answer of Henrietta Rochester, Filed June 7th, 1918.

In the Circuit Court for Queen Anne's County in Equity.

James W. Rochester,	Plaintiff	(
	vs.	)	Chancery Docket
		(
Walter Rochester, et al.	Defendants	)	Cause No. 2220.
		(

To the Honorable, the Judges of said Court:

The answer of Henrietta Rochester, to the amended bill of complaint against her in above cause exhibited.

1. This defendant admits that William W. Rochester named in said bill of complaint departed this life without leaving a last will and testament on or about the 25th day of January, nineteen hundred and eighteen; that his remains were interred by Howard E. Wilson at the request of James W. Rochester, the plaintiff, and upon the agreement of the latter to pay the costs of said interment; that the said James W. Rochester paid the costs of said burial and other funeral expenses amounting to fifty five dollars to said Howard E. Wilson; that he also paid other expenses incident to said burial amounting to \$3.50 that said William W. Rochester left no personal property whatsoever; that the said funeral expenses are due and owing to said James W. Rochester; that said William W. Rochester left surviving him as his only heirs at law this respondent, who was his wife and is now his widow; and certain children and

and descendants of other children; that he died seized and possessed of one undivided half interest and estate in, to and of a lot of ground in or near Barclay, Queen Anne's County, Maryland, now in the possession of the plaintiff, who owned and now owns the other half interest in said land, which was deeded to the said William W. Rochester and James H. Rochester by Martha George and others.

2. This respondent further admits that the plaintiff is entitled to have the said interest in said land of the said William W. Rochester sold for the payment of the funeral expenses above mentioned and that the other creditors of said deceased are entitled to have their claims paid out of said land or sales thereof.

This respondent consents to the sale of the said interest in said land, and submits to such decree in the premises as may be right.

And as in duty bound, etc.

T. H. Cecil

The above answer was read to and explained to Henrietta Rochester, widow of William W. Rochester by

Test T.H.Cecil Henrietta^{her}_{mark} Rochester .
Test T.H.Cecil James^{her}_{mark} W. Rochester

Replication to answer of Henrietta Rochester.

Filed June 7th, 1918

In the Circuit Court for Queen Anne's County in Equity.

James W. Rochester, Plaintiff)
vs.) Chancery Docket
Walter Rochester, et al. Defendant) Cause No, 2220.
)
)

The plaintiff Joins issue on the matters alleged in the answer of Henrietta Rochester so far as the same may be taken to deny or avoid the allegations of the bill.

Madison Brown
Attorney for Petitioner.

Decree
Filed August 2, 1918.

In the Circuit Court for Queen Anne's County in Equity.

James W. Rochester)
vs.) Chancery Docket
Walter Rochester, et al.) Cause No. 2220
)
)

The above cause standing ready for hearing, and being submitted without argument, the bill of complaint, the testimony and all the other proceedings were read and considered.

It is therupon, this first day of August, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, ADJUDGED, ORDERED AND DECREED that the real estate mentioned in the proceedings of said cause be sold for the payment of his funeral expenses and his other debts.

That Madison Brown be and he is hereby appointed TRUSTEE to make said sale, and the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by himself, with a surety or sureties to be approved by this Court, or the said Clerk, in the penalty of five hundred 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 the said sale, having given such notice as he shall think proper and sufficient in view of all the circumstances of this cause, of the time, place, manner and terms of sale, which terms shall be as follows:

One half of the purchase money to be paid in cash at the time of the sale and the other half of the purchase money to be paid at the expiration of six months from the day of sale, with interest from the day of sale, or all cash on the ratification of the sale at the option on the purchaser; the deferred payment, if any, to be secured by the note of the purchaser or purchasers with a surety of with sureties thereon to be approved by the said Madison Brown.

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 said sale or sales, annexed; and on the ratification of such sale or sales by this Court, and on the 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 and estate to him, her, or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them. And the said Trustee shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Filed Aug. 2nd, 1918.

Philemon B. Hopper

BOND

Security approved and Bond filed Aug. 27th, 1918.

State of Maryland, Sct:

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, Delha D. Brown of Queen Anne's County, State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of five hundred dollars, lawful money of the United States of American, 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, jointly and severally, firmly by these presents.

Sealed with our seals and dated this twenty fourth day of August, in the year nineteen hundred and eighteen.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and passed in a cause in said Court numbered 2220 on the Chancery Docket thereof wherein James W. Rochester is the plaintiff and Walter Rochester and others are the defendants, the above bound Madison Brown 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 bound Madison Brown 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; other wise to remain in full force and virtue by law.

Madison Brown (SEAL)

Delha D. Brown (SEAL)

Signed, sealed,
and delivered in
the presence of
Delha D. Brown

REPORT OF SALE

Filed August 29th, 1918.

In the Circuit Court for Queen Anne's County in Equity.

James W. Rochester,)	
vs.	(	Chancery Docket
Walter Rochester et al.)	
	(	Cause No. 2220.

To the Honorable, the Judges of said Court:

The report of Madison Brown, Trustee appointed by the decree in this cause to Make sale of certain real estate therein mentioned, shows:

That after giving bond with security for the faithful discharge of his trust, as required by said decree, and after giving notice of the time, place, manner, and terms of sale by advertisement by hand bills extensively circulated through out the town of Barclay, in said county and throughout the neighborhood of said town and of the property decreed to be sold and elsewhere in said county he did, pursuant to said notice attend in front of the Court House door, in the town of Centerville, in Queen Anne's County, State of Maryland, on Tuesday, August 27th, 1918, at one o'clock

P. M. and then and there proceeded to sell said real estate in the following manner:

In the first place your trustee offered at public sale to the highest bidder the one undivided half part of William w. Rochester, deceased, mentioned in the proceedings of said cause, in, to and of all that lot or parcel of land situate, lying and being in Barclay to Church Hill, adjoining the William Leager Farm and now in the possession and occupancy of James W. Rochester, and containing six acres of land, more or less; being the same land described in a deed to one James W. Rochester and the said William W. Rochester, bearing date September 28th, 1914, and recorded in Liber W. F. W. No. 6, fol. 219 a land record book of said county; your trustee, after making said offer, sold the said one undivided half part in said land unto James W. Rochester, of said county, he being then and there the highest bidder therefor, at and for the sum of one hundred and ninety five dollars. Said purchaser has not as yet complied with the terms of sale under which said property was sold.

Your trustee, before advertising the property sold, made inquiry of persons competent to advise him living in the neighborhood of the above described property as to the value of said property, and familiarized himself with the circumstances surrounding said property and the ownership of the other half part of said property. Your trustee learned from such inquiry and study that the other half part of or interest in said property was owned by James W. Rochester, a colored man, who occupied said property with his family, and that no one other than the said James W. Rochester would likely want to buy the half interest decreed to be sold. Your trustee concluded that he would obtain as good a price for the property decreed to be sold after advertisement of the sale by hand bills as he would after advertisement of the notice of sale in a newspaper.

Your trustee therefore considered that the cost of advertising the property decreed to be sold in a newspaper would be too great. In view of the value in his judgement of the entire property and of the property decree to be sold, and he concluded for the reason stated to advertise notice of the sale of said property by hand bills alone. Your trustee caused these hand bills to be circulated and posted as aforesaid for from two to three weeks. Your trustee feels that the price obtained is a good price for the property sold considering all the circumstances surrounding the property as an entirety.

Respectfully submitted,

Madison Brown,
Trustee.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this 26 day of August, in the year nineteen hundred and eighteen, before me, the subscriber, the clerk of the Circuit Court for Queen Anne's County, personally appeared the within named Madison Brown, trustee, and he made oath in due form of law that the matters and things stated in the foregoing report are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. F. Rolph
Clerk of the Circuit Court for
Queen Anne's County.

NISI

John W. Rochester

vs.

Walter Rochester, et al.

In the Circuit Court

For Queen Anne's County,

in Equity.

Chancery No. 2220.

Ordered, this 29th day of August, A.D. 1918 that the sale of the real estate made and reported in this cause by Madison Brown, Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 31st day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of September next.

The Report states the amount of sales to be \$195.00

J.F. Rolph, Clerk

Filed Aug. 29th, 1918.

ORDER NISI

Filed Dec. 28th, 1918.

The Centerville Observer

Centerville, Md. Dec. 30, 1918

The Centerville Observer Publishing Co. hereby certifies that the Order Nisi in the case Of John W. Rochester vs. Walter Rochester, et al., Chancery No. 2220 a true copy of which is hereto annexed, was inserted in The Centerville Observer, a weekly newspaper printed and published at Centerville, Queen Anne's County, Maryland, once a week for four successive Weeks before the 30th day of September, in the year 1918.

The Centerville Observer Publishing Co.,

By S. Chas, Walls Secy.

ORDER NISI

John W. Rochester

vs.

Walter Rochester, et al.

In the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2220.

Ordered, this 29th day of August A.D., 1918, that the sale of the real estate made and reported in this cause by Madison Brown, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 31st day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of September next.

The report states the amount of sales to be \$195.00

J.F. Rolph, Clerk

True Copy: Test

J. F. Rolph, Clerk

Filed August 29th, 1918

Be it remembered that heretofore to wit, on the 23 day of June, in the year nineteen hundred and seventeen, Delha Dancy Brown by her attorney and solicitor Madison Brown, filed in Court their Bill of Complaint in the words and of the tenor following, to wit:

In the Circuit Court for Queen Anne's County in Equity.

Delha Dancy Brown and	(
Madison Brown, her husband,	)	Chancery Docket
	(
Laura Wirt White, infant under twenty one years of age, by J. Kennard Brown, her next friend,	)	Cause No.
	(
Delha Dancy White, infant under twenty one years of age, by J. Kennard Brown, her next friend,)	

Plaintiffs

vs.

Charles Macon Wesson, Junior, and
Ann D. Wesson, his wife,
Samuel White,
Samuel White, Junior,
Caroline Dancy White,
Defendants,

To the Honorable, the Judges of said Court:

Your Orators, the said Delha Dancy Brown and Madison Brown, her husband, Laura Wirt White, who is an infant under twenty one years of age, by J. Kennard Brown, her next friend, and Delha Dancy White, who is an infant under twenty one years of age, by J. Kennard Brown, her next friend, complaining, say:

1. That heretofore a certain Carrie D. Turpin, late of Queen Anne's County afore said, was in her lifetime seized and possessed of a certain lot or parcel of land situate, lying and being in the Town of Centerville, Queen Anne's County, State of Maryland, improved by a frame dwelling house, now in the tenancy of Clarence Tinley, bounded on one side by the residence property of Mrs. Nannie Jacobs and on the other side by the residence property of Mrs. Alfred Tucker, Senior; and being so thereof seized and possessed, sometime in the month of January, nineteen hundred and nine, departed this life, intestate, leaving your oratrix, Delha Dancy Brown, the said Charles Macon Wesson, Junior, the defendant, and one Laura Wirt White, her only children and heirs at law.

2. That the said Laura Wirt White, the child of the said Carrie D. Turpin, departed this life sometime in the month of March, nineteen hundred and seventeen, intestate, seized and possessed of the undivided one third interest in said land which descended unto her as aforesaid upon the death of her mother, and leaving surviving her as her only heirs at law four children, the said Laura Wirt White and Delha Dancy White, the plaintiffs, and the said Samuel White, Junior, and Caroline

Dancy White, and a husband, Samuel White, the defendants, who are now seized and possessed of that undivided one third interest in said land which descended unto the said Laura Wirt White, child of said Carrie D. Turpin, upon the death of her mother as aforesaid.

3. That your oratrix, the said Delha Dancy Brown, and the defendant, Charles Macon Wesson, Junior, are each seized and possessed of an undivided one third part or interest in said land.

4. That your orator, Madison Brown, is the husband of the said Delha Dancy Brown, and Ann D. Wesson, one of the defendants, is the wife of the said Charles Macon Wesson, Junior.

5. That the said Charles Macon Wesson, Junior and Ann D. Wesson, his wife, reside in the State of Massachusetts, or elsewhere beyond the jurisdiction of the court, and that the said Samuel White, Samuel White, Junior, and Caroline Dancy White reside in the State of New Jersey or elsewhere beyond the jurisdiction of this court.

6. That the land hereinbefore mentioned and described cannot be divided among the parties owning the same and interested therein as hereinbefore set forth without loss or injury to them.

7. That your orators are entitled to have said land sold under a decree of this Court and a division had of of the money arising from said sale among the said parties entitled thereto according to their respective rights therein as hereinbefore set forth.

8. To the end therefore:

That the said Charles Macon Wesson, Junior, and Ann D. Wesson, his wife, Samuel White, Samuel White, Junior, and Caroline Dancy White, may answer the premises;

That a decree may be passed for the sale of said land for the purpose of partition of the proceeds of sale among the said parties entitled thereto; and

That the proceeds of sale may be distributed among the said parties according to their respective rights and interests therein; and,

That your orators may have such further and other relief as their case may require.

May it please Your Honors to grant unto your orators an order of publication giving notice to the said Charles Macon Wesson, Junior, and Ann D. Wesson, his wife, Samuel White, Samuel White, Junior, and Caroline Dancy White, who are non residents of the State of Maryland as hereinbefore set forth, of the substance and object of this bill, and warning them to appear in this court in person or by solicitor, on or before a certain day to answer the premises and show cause, if any they have, why a decree ought not to pass as prayed.

And as in duty bound, etc.,

Madison Brown,

Solicitor for Plaintiffs.

And as duty, etc.

Samuel White

To William W. Watson, Clerk:

Enter my appearance in above cause and
file therein this my answer and consent to sale.

Samuel White

ANSWER OF SAMUEL WHITE, Jr., AND CAROLINE DANCY WHITE.
Filed June 23, 1917

In the Circuit Court for Queen Anne's County in Equity.

Delha D. Brown et al.,	(
vs.)	
Samuel White, et al.	(	Chancery Docket
	)	Cause No.
	(	2218.
)	

To the Honorable, the Judges of said Court:

Samuel White, Junior, and Caroline Dancy White, adult defendants of the above cause, hereby waive the publication and personal services of the order of publication heretofore passed against them in above cause, and herewith voluntarily answers the bill of complaint of said cause.

The joint and several answer of the said Samuel White, Junior, and Caroline Dancy White to the bill of complaint of Delha D. Brown and others against them in the above entitled cause exhibited.

These defendants admit the several matters and things charged in the complainants' bill to be true, and submit to such decree in the premises as may be right.

Samuel White, Jr.

Caroline Dancy White

To William F. Watson, Clerk: Enter our appearances in above cause.

We hereby direct you to file the above answer.

Samuel White, Jr.
Caroline Dancy White

ANSWER OF CHARLES MACON WESSON, Junior and ANN D. WESSON, his wife.

Filed June 23, 1917.

In the Circuit Court for Queen Anne's County in Equity.

Delha Dancy Brown et al.,	Plaintiffs	(	Chancery
vs.)	
Charles Macon Wesson, Junior	Defendants	(	Docket Cause No.
)	
		(
)	

To the Honorable, the Judges of said Court:

Charles Macon Wesson, Junior, and Ann D. Wesson, his wife, adult defendants of the above cause, hereby waive the publication and personal service of the order of publication heretofore passed against them in the above cause, and herewith voluntarily appear and answer the bill of complaint filed in said cause.

The joint and several answer of Charles Macon Wesson, Junior, and Ann D. Wesson his wife, to said bill of complaint:

These defendants admit the several matters and things charged in the complainants' bill to be true, and submit to such decree in the premises as may be right.

Charles Macon Wesson, Jr.

Ann D. Wesson

To W. F. Watson, Clerk: Enter our appearances in above cause.

File this answer in above cause.

Charles Macon Wesson, Jr.

Ann D. Wesson

REPLICATION

FILED June 23rd, 1917.

In the Circuit Court for Queen Anne's County in Equity.

Delha Dancy Brown et al., Plaintiffs,	)	Chancery
vs.	(
	)	Docket,
Samuel White et al., Defendants.	(
	)	Cause No.
	(

REPLICATION.

Delha Dancy Brown and Madison Brown, her husband, Laura Wirt White, by J. Kennard Brown, her next friend, and Delha Dancy White, by J. Kennard Brown, her next friend, the plaintiffs, join issue on the matters alleged in the several answers of Samuel White, Samuel White, Junior, Caroline Dancy White, Charles Macon Wesson, Junior, and Ann D. Wesson his wife, so far as the same may be taken to deny or avoid the allegation of the bill.

Madison Brown

Attorney for the plaintiffs.

Petition to take testimony, Filed June 23, 1917.

In the Circuit Court for Queen Anne's County in Equity.

Delha Dancy Brown et al., Plaintiffs,	)	Chancery Docket
vs.)	
Samuel White et al., Defendants	)	Cause No.
)	
	(

To the Honorable, the Judges of said Court:

The petition of Delha Dancy Brown, and the other plaintiffs in the above cause, by Madison Brown, their attorney, unto Your Honors respectfully sets forth:

That the above cause is now at issue and your petitioners desire to take evidence to be used in the above proceeding. Your petitioners therefore pray Your Honors to pass an order granting them leave to take such testimony.

Respectfully submitted,

Madison Brown,

Attorney for Petitioners.

Ordered, by the Circuit Court for Queen Anne's County in Equity and by the authority thereof, upon the foregoing petition, on this twenty third day of June, nine-hundred and seventeen, that leave be and the same is hereby granted unto the petitioners to take testimony before one of the standing commissioners of this Court to be used in the above cause, said examiner, however, before proceeding to take such testimony, shall, give the usual notice of the taking thereof to such of the parties to said cause as shall be entitled to such notice.

Philemon B. Hopper

Filed June 23, 1917.

TESTIMONY

Filed July 7th, 1917.

Delha Dancy Brown and	(
Madison Brown, her husband,)	
Laura Wirt White, infant,	(	In the Circuit Court for
DeLha Dancy White, infant,)	
Plaintiffs,	(	Queen Anne's County
)	
vs.	(	in Equity.
)	
Charles Macon Wesson, Junior, and	(	Cause No. 2221.
Ann D. Wesson, his wife,)	
Samuel White,	(
Samuel White, Junior,)	
Caroline Dancy White,)	
Defendants.	(

To the Honorable, the Judges of said Court:-

Pursuant to the order of this Honorable Court Passed on the twenty third day of June, nineteen hundred and seventeen, granting leave to the Petitioners for the taking of testimony in the above entitled Cause, the subscriber, one of the regular Examiners for this Court, having been notified by Madison Brown, Esquire, Counsel for the Petitioners, of their desire to take testimony in said Cause, did attend at the office of said Madison Brown, in the town of Centerville, Queen Anne's County, Maryland, on the fifth day of July, in the year nineteen hundred and seventeen, at the hour of three o'clock P.M., and in the presence of said Madison Brown, Attorney for said Petitioners, proceeded to take the following testimony, to wit:-

Delha Dancy Brown, the first witness of lawful age produced on the part of the Plaintiffs being duly sworn and examined, deposes and says:-

- 1st Int. State your name, place of residence and occupation.
- Ans. My name is Delha Dancy Brown. I live in Queen Anne's County, Maryland and I am the wife of Madison Brown, Esquire.
- 2nd Int. Do you or not know the parties to this suit or any of them? If yea, stated which of them you know and how long you have known them.
- Ans. I know all the parties to this suit. I am one of the Plaintiffs. Madison Brown is my husband. Laura Wirt White and Delha Dancy White are my nieces. Charles Macon Wesson, Jr., is my brother. Ann D. Wesson is his wife. Samuel White is my brother in law. Samuel White, Jr. is my nephew. Caroline Dancy White is my niece.
- 3rd Int. Were you or not acquainted with one Carrie D. Turpin, late of Queen Anne's County, Maryland? If so, state whether she is living or dead, and if dead, when she died.
- Ans. I was acquainted with her. She was my mother. She died in January, nineteen hundred and nine.
- 4th Int. Did or not your mother leave a last will and testament?
- Ans. She did not.
- 5th Int. Whom did your mother leave surviving her as her only heirs at law?
- Ans. She left three children. I am one of them. Charles Macon Wesson my brother, is one of them, and she also left a daughter, Laura Wirt White.
- 6th Int. Where is now the Laura Wirt White you have mentioned?
- Ans. She is dead. She died in March, 1917.
- 7th Int. Do you or not know if your sister, Laura Wirt White, left a last will and testament?
- Ans. She did not.
- 8th Int. State whom your sister, Laura Wirt White, left surviving her as her only heirs at law.
- Ans. She left surviving her a husband, Samuel White, one of the Defendants in this suit, and the following children: Samuel White, Jr., Caroline Dancy White, Laura Wirt White and Delha Dancy White.
- 9th-Int. What are the ages of the four children left by your sister?
- Ans. Samuel White, Jr., is twenty three years old, Caroline Dancy White is twenty one years old, Laura Wirt White is twenty years old and Delha Dancy White is twelve years old.

10th Int. State whether or not your mother, Carrie D. Turpin, at the time of her death was seized and possessed of any real estate in Queen Anne's County, Maryland, and if so, describe the real estate briefly and give your idea as to its value.

Ans. She left a lot of land improved by a dwelling house on Commerce Street, in the town of Centerville, Maryland, adjoining on the one side the property of Mrs. Nannie McKenney Jacobs, on the other side the property of Mrs. Susie C. Tucker and in the rear by the property of Mrs. Horace M. Davis, and has a frontage on Commerce Street of about 31½ feet and I think it is worth about from \$2000 to \$2500.

11th Int. State whether or not your sister, Laura Wirt White, at the time of her death was seized and possessed of any real estate in Queen Anne's County, Maryland, and if so describe it briefly.

Ans. She owned a one third interest in the property I have just mentioned.

12th Int. State whether or not in your opinion the land you have mentioned can be divided among the parties owning the same and interest therein without loss or injury to them.

Ans. It can not. It is too small. The house occupies almost the entire front age and the house could not be divided nor could the land.

13th Int. State who now owns the property your mother owned at the time of her death.

Ans. I own a one third interest therein. My brother, Charles Macon Wesson, owns a one third interest therein and the husband of my sister and her children which I have already named own the remaining one third,

Examiner's Special.

Ans. I do not.

Delha Dancy Brown

Caroline Dancy White, the next witness of lawful age produced on the part of the Plaintiffs being duly sworn and examined, deposes and says:-

1st Int. State your name, age and place of residence.

Ans. My name is Caroline Dancy White. I live with my father, Samuel White, in Jersey City, New Jersey.. I was twenty one last March.

2nd Int. Do you or not know the parties to this suit and if yea, which of them?

Ans. I know all the parties. Delha Dancy Brown is my aunt. Madison Brown is her husband. Laura Wirt White is my sister. Delha Dancy White is my sister. Charles Macon Wesson is my uncle. Anne D. Wesson is his wife. Samuel White is my Father. Samuel White, Junior, is my brother, and I am Caroline Dancy White, one of the Defendants.

3rd Int. Were you or not acquainted with one Carrie D. Turpin, late of Queen Anne's County, Maryland, and if so, state whether she is living or dead?

Ans. I was acquainted with her. She was my grandmother. She is dead. She died in January, 1909.

4th Int. Did or did not the said Carrie D. Turpin, your grandmother, leave a last will and testament?

Ans. She did not.

5th Int. State whom the said Carrie D. Turpin left surviving her as her only heirs at law.

Ans. She left three children, Delha Dancy Brown, one of the Plaintiffs, who is my aunt, Charles Macon Wesson, one of the Defendants, who is my uncle, and Laura Wirt White who was my mother.

6th Int. Where is the Laura Wirt White you mentioned?

Ans. She is dead. She died in March, 1917.

7th Int. State whether or not your mother left a last will and testament.

Ans. She did not.

8th Int. Whom did your mother, Laura Wirt White, leave surviving her as her only heirs at law?

- Ans. She left her husband, Samuel White, one of the Defendants, and four children, Caroline Dancy White, myself, Samuel White, my brother, Laura Wirt White, my sister, and Delha Dancy White, my sister.
- 9th Int. Please state the places of residence of your brother and sisters and give their ages.
- Ans. Samuel White, Junior, is twenty three. He is in the Officers Reserve Corps of the U. S. Army and is now stationed at Fort Myer.
- My two sisters and myself reside with my father at Jersey City. Laura Wirt White is twenty years old and Delha Dancy White is twelve.
- 10th Int. State whether or not your grandmother, Carrie D. Turpin, at the time of her death was seized and possessed of any real estate in Queen Anne's County, Maryland, and if so describe the same briefly.
- Ans. She left a house and lot situate on Commerce Street in Centerville, Maryland. It has a frontage of about thirty one feet on said street and is worth from \$2000 to \$2500. The lot which I have just mentioned is bounded by the property of Mrs. Nannie McKenney Jacobs on one side and on the other side by the property of Mrs. Susie C. Tucker and in the rear by the property of Dr. Horace Davis.
- 11th Int. What real estate, if any, did your mother, Laura Wirt White, own in Queen Anne's County, Maryland, at the time of her death?
- Ans. She owned a one third interest in the property afore mentioned.
- 12th Int. Please state who now owns the property you have described.
- Ans. My aunt, Delha Dancy Brown, owns one third. my uncle, Charles Macon Wesson, another third, and my father and the four children of my mother, Laura Wirt White, the other one third interest which would have belonged to my mother were she living.
- 13th Int. State whether or not in your opinion the land you have mentioned and described can be divided among the parties owning the same and interest therein without loss or injury to them and give your reasons for your answer.
- Ans. It can not. The house covers practically the front part of the lot and you could not divide the house and the lot itself is so small that there is but a small garden left after deducting the ground the house stand on.
- Examiner's Special.
- Ans. I do not.

Caroline Dancy White

There being no further witnesses to be examined and the parties not desiring further time for the production of evidence, your Examiner herewith respectfully makes his Return and certifies that he was engaged as such Examiner two days and examined two witnesses, making costs chargeable to Petitioners as follows:

Charles E. Tucker, Examiner,	\$ 8.00
Delha Dancy Brown, witness,	.75
Caroline Dancy White, witness,	.75
	\$ 9.50

Charles E. Tucker
Examiner

DECREE

Filed July 18th, 1917.

In the Circuit Court for Queen Anne's County in Equity.

Delha Dancy Brown et al., Plaintiffs	(	Chancery Docket,
vs.	)	Cause No.
Charles Macon Wesson et al., Defendants	(	2221.
)	

The above cause standing ready for hearing, and being submitted without argument, the bill of complaint and all the other proceedings were read and considered.

It is thereupon, this eighteenth day of July, in the year nineteen hundred and seventeen, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by this authority of this Court, ADJUDGED, ORDERED AND DECREED that the real estate in the proceedings mentioned be sold for the purpose of partition between the parties; that Madison Brown, of said county, be and he is hereby appointed trustee to make said sale, and the course and manner of his proceedings shall be as follows:

he shall first file with the clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, executed by himself, with a surety or sureties to be approved by this Court, or by said clerk, in the penalty of the sum of Three 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 the said sale, having given at least three weeks previous notice by advertisement, inserted in some newspaper published in Queen Anne's County, State of Maryland, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows:

One third of the purchase money in cash on the ratification of the sale by this court, with interest from the day of sale, and the residue in two equal instalments payable, respectively one and two years from the day of sale, with interest from the day of sale, or all cash on the ratification of the sale, with interest from the day of sale, at the option of the purchaser; all deferred payments to be secured by the notes of the purchaser or purchasers with security thereon to be approved by the said trustee; a cash deposit of Three Hundred dollars to be required of the purchaser or purchasers at the time of the sale.

And as soon as may be convenient after such sale, the said trustee shall return to this court a full and particular account of the same, with an affidavit of the truth thereof and the fairness of said sale annexed; and on the ratification of such sale by this Court, and on the payment of the whole purchase money (and not before) the said trustee, by a good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties of this cause, and of any and every person or persons claiming by, from or under them or any of them.

And the said trustee shall bring into this court the money arising from said

sale, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this court, after deducting therefrom the costs of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Philemon B. Hopper

BOND WITH SECURITY APPROVED, Filed Aug. 10th, 1917.

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown and Delha Dancy Brown, of Queen Anne's County, in the State of Maryland, and Samuel White and Caroline Dancy White, of Jersey City, in the State of New Jersey, are held and firmly bound unto the State of Maryland, in the full and just sum of three 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, jointly and severally, firmly by these presents.

Sealed with our seals and dated this fourth day of August, in the year nineteen hundred and seventeen.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, sitting as a Court of Equity, bearing date on the eighteenth day of July, in the year nineteen hundred and seventeen, and passed in a cause in said court wherein Delha Dancy Brown and others are complainants, and Samuel White and others are defendants, the above bound Madison Brown 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 bound Madison Brown 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.

Madison Brown (SEAL)

Delha D. Brown (SEAL)

Carol D. White (SEAL)

Samuel White (SEAL)

Signed, sealed and delivered
in the presence of B.H. Turner

On the back of the foregoing bond was endorsed to wit: Security approved and bond
filed Aug. 10th, 1917. Wm. F. Watson, Clerk.

Which is, Respectfully submitted

Madison Brown,
Trustee

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this twenty fourth day of August, in the year nineteen hundred and seventeen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, the within named trustee, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Wm. F. Watson,
Clerk of the Circuit Court
for Queen Anne's County.

Filed Aug. 24th, 1917.

The Centerville Record

Centerville, Maryland, Aug. 21, 1917.

The Centerville Record Publishing Co. hereby certifies that the Trustees Sale of Residential Property in the case of Delha D. Brown et al., Plaintiff and C. M. Wesson et al., defendants a true copy of which is hereto annexed, was inserted in The Centerville Record, a weekly newspaper printed and published at Centerville, Queen Anne's County, Maryland once a week for four successive weeks before the 14th day of August, in the year 1917.

The Centerville Record Publishing Co.,

By B. L. Goldsborough

Trustee's Sale of Residential Property

IN Centerville, Maryland.

The undersigned, by virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, passed July 18th, 1917, in Cause No. 2221, wherein Delha D. Brown, et al., are Plaintiffs, and C. M. Wesson, et al., are Defendants, will sell at public sale in front of the Court House door, in the town of Centerville, Maryland, on Tuesday, August 14th, 1917 at 2 o'clock P.M. All ~~THE~~ PROPERTY now in occupancy of Clarence Tinley, situate in the town of Centerville, Maryland, on Front or Commerce St., bounded on one side by the residence of Mrs. Alfred Tucker, Senior, and on the other side by the residence of Mrs. Carrie Jacobs, and extending back from Street with an even width to the property of Dr. H. M. Davis.

The lot has a frontage of $31\frac{1}{2}$ feet, more or less, on said street, and is the land conveyed unto Carrie D. Turpin by W. W. Busted, Trustee, by deed dated February 7th, 1898, and recorded in Liber W.H.C. No. 7, folio 397 etc., a land record of said County, and has a right of way appurtenant from rear of lot to Back of Liberty Street.

...THE DWELLING

on the Lot is a 3 story frame dwelling in good condition, containing 8 Rooms, Pantry, Closets, Bath Room with Toilet, and has Hot and Cold Water on two floors.

The lot also contains wood and coal house and small frame house in rear.

This property is well located and is desirable in every way. It has always been in demand for occupation and has never been vacant from time of completion of house to present time, and has been frequently used as a boarding house.

TERMS OF SALE. One third of the purchase money to be paid on ratification of sale, with interest from day of sale, and the balance in two equal installments payable, respectively, one and two years from day of sale, with interest from the day of sale, or all cash on ratification of sale, with interest from day of sale, at the option of purchaser. All deferred payments to be secured by the notes of the purchaser with security to be approved by the undersigned. A cash deposit of \$300 will be required of purchaser at time of sale.

The purchaser will be given possession January 1st, 1918.

Madison Brown
Trustee
Centerville, Maryland
G.A. Whitely, Auct.

Certified copy of Order Nisi, Filed Nov. 9th, 1917.

The Centerville Record,

Centerville, Md., Nov. 14, 1917.

The Centerville Record Publishing Co. hereby certifies that the Nisi in the case of Delha D. Brown vs. Samuel White et al. a true copy of which is hereto annexed, was inserted in The Centerville Record, a weekly newspaper printed and published at Centerville, Queen Anne's County, Maryland, once a week for four successive weeks before the 27th day of September in the year 1917.

The Centerville Record Publishing Co.

By B.L.Goldsborough

NISI

Delha D. Brown

vs.

Samuel White, et. al.

In the Circuit Court for Queen Anne's County in Equity,

Chancery No. 2221 .

ORDERED, this 24th day of August, A.D., 1917, that the sale of the Real Estate made and reported in this cause by Madison Brown, Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 29th day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 27th

day of September next.

The Report states the amount of sales to be \$3,105.00

Test: Wm. F. Watson, Clerk

True Copy

Wm. F. Watson, Clerk

Filed August 24, 1917.

* See at foot of page 216
Order of Court
Filed Nov. 9th 1917

Report and Account of Madison B. Bordley, Special Auditor.

Filed February 1st, 1918.

In the Circuit Court for Queen Anne's County in Equity.

Delha Dancy Brown, et al.,)	
	(	Chancery Docket,
vs.)	
	(	Cause No.
Charles Macon Wesson et al.)	
	(	2221.

To the Honorable, the Judges of said Court:

The report of Madison B. Bordley, Special Auditor,
unto Your Honors respectfully sets forth:

That in the annexed and within account, stated by your auditor, Madison Brown, the trustee of the above cause is charged with the gross sale of the land sold by him and reported in this cause and with the interest received on the credit sales, and he is then allowed thereout his commissions, costs of advertising, sale and the nisi orders of the cause, court costs, auctioneer and auditor's fee. The balance remaining after these allowances is then divided into three parts, one of which is distributed unto Delha Dancy Brown, another of which is distributed unto Charles Macon Wesson and the remaining part is distributed unto the four children of Laura Wirt White, deceased at the time of sale and one of the three heirs at law of Caroline Dancy Turpin, mentioned in the bill of complaint. Samuel White, the surviving husband of Laura Wirt White, is allowed nothing, in accordance with his assignment filed in the cause.

Respectfully submitted,

Madison B. Bordley,

Special Auditor.

January 31st, 1918.

The Proceeds of the Sale of the Real Estate of Delha Dancy Brown et al. in account with Madison Brown, Trustee for the sale of said Real Estate.

=====

Cr.

1917.

August 14.

By gross proceeds of sale of land sold,	
per report of sale filed, to wit:	\$3105.00
" interest received on credit sales, to wit;	42.07
	<hr/>
	\$3147.07

Dr.

To Madison Brown, Trustee, for his commissions for making sale, to wit:	\$170.98	
" do., for the cost of advertising sale in Centerville Observer, per bill, received.	26.75	
" do., for cost of advertising sale & the two order nisi in Centerville Record, per bill receipted, to wit:	27.00	
" do., for the charges of W.A. Whitely for crying sale, per receipt,	15.00	
" do., for the Court costs of these proceedings, per bill of costs of Clerk of Court, to wit:		
Cost of		
W. F. Watson, late Clerk	\$7.50	
J. F. Rolph, Clerk,	24.50	
C. E. Tucker, Examiner.	8.00	
Witnesses before Examiner,	1.50	
Appear. fee of Atty. for plaintiffs,	10.00	
	51.50	
" Madison B. Bordley, Special Auditor for this account,	9.00	
" balance, to wit:	\$ 2846.94	
	\$ 3147.07	\$ 3147.07

By amount of balance brought forward, to wit: 2846.94

=====

To Delha Dancy Brown, 1/3 of said balance or the sum of	\$948.98	
To Charles Macon Wesson, 1/3 of said balance or the sum of	948.98	
To Samuel White, Junior, 1/4 of 1/3 of said balance or the sum of	237.24	
To Caroline White Bowden, nee Caroline Dancy White, 1/4 of 1/3 of said balance or the sum of	237.24	
To Laura Wirt White, 1/4 of 1/3 of said balance or the sum of	237.25	
To Delha Dancy White, 1/4 of 1/3 of said balance or the sum of	237.25	
	\$ 2846.94	\$2846.94

January 31st, 1918.

Madison B. Bordley
Special Auditor.

NISI

Delha D. Brown)
 et al. (In the Circuit Court for Queen Anne's County
 vs.)
 Samuel White, et al. (In Equity.
 Chancery No. 2221.

Ordered, this 24th day of August, A.D. 1917, that the sale of the real estate made and reported in this cause by Madison Brown, Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 29th day of October next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 27th day of Sept. next.

The Report states the amount of sales to be \$3105.

Wm. F. Watson, Clerk

Filed Aug. 24th, 1917.

NISI RATIFICATION OF AUDIT.

Delah Dancy Brown, et al. ()
 vs. () In the Circuit Court for
 Charles Macon Wesson et al. () Queen Anne's County
 in Equity
 Chancery No, 2221.

ORDERED, this 1st day of February, in the year nineteen hundred and eighteen that the Report and Account filed in these proceedings by Madison B. Bordley Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th day of February 1918; provided a copy of this order be published once a week in each of two successive weeks before the 18th day of February, 1918 in some newspaper printed and published in Queen Anne's County.

Filed February 1st, 1918.

J. F. Rolph, Clerk

RELEASE FROM BOWDEN AND WHITE TO MADISON BROWN, Filed February 20, 1918.

THIS RELEASE, made this thirteenth day of February, in the year nineteen hundred and eighteen, by Caroline White Bowden and Laura Wirt White, of Jersey City, State of New Jersey, WITNESSETH:

Whereas Madison Brown, of Queen Anne's County, State of Maryland, trustee appointed by the decree of the Circuit Court for Queen Anne's County, State of Maryland, sitting as a Court of Equity, to make sale of the real estate decreed to be sold in a cause in said Court bearing the number 2221 on the Chancery Docket of said court and wherein Delha Dancy Brown etc., a re plaintiffs, and Charles Macon Wesson et al., are defendants, has paid unto the said Caroline White Bowden, who at the time

of the institution of said suit was Caroline Dancy White and as such a party to said suit, the sum of two hundred and thirty seven dollars and twenty four cents, the amount distributed by the audit filed in said cause unto the said Caroline White Bowden as her share of the sales of the real estate reported sold in said cause, and WHEREAS the said Madison Brown, trustee as aforesaid, has full paid unto the said Laura Wirt White a like sum of two hundred and thirty seven dollars and twenty four cents, the amount distributed unto the said Laura Wirt White as her share in the sales of the said real estate; and

WHEREAS the said Madison Brown is entitled to a release from the said Caroline White Bowden and the said Laura Wirt White.

NOW THIS RELEASE WITNESSETH: that In consideration of the premises and the sum of one dollar, the said Caroline White Bowden and the said Laura Wirt White do hereby severally release, acquit, exonerate and discharge the said Madison Brown, and his heirs, executors and administrators, and his bond filed in said cause and the sureties thereupon, of and from all and every suit, claim, liability or demand for or on account of the several sums distributed unto the said Caroline White Bowden and the said Laura Wirt White by the audit or account above mentioned, as their several and respective shares in, to and of the real estate sold by the said trustee in said cause, they severally hereby acknowledging themselves fully paid, contented and satisfied as above set forth.

WITNESS their hands and seals.

Caroline White Bowden (SEAL)

Test: W.S. Roehen

Laura Wirt White (SEAL)

State of New Jersey, County of Hudson City of Jersey City to wit:

I hereby certify that on this day of February, in the year nineteen hundred and eighteen, before me, the subscriber, a Notary Public of the State of New Jersey, in and for the City of Jersey City County of Hudson duly commissioned and qualified according to law, Personally appeared Caroline White Bowden and Laura Wirt White, and they did each acknowledge the foregoing release to be their respective act.

In testimony where I do hereunto subscribe my name and affix my seal the day and year first hereinbefore written.

W. S. Roehen

Notary Public, of N.J.

In the Circuit Court for Queen Anne's County in Equity.

Delha D. Brown et al.,	(
vs.)	
	(	Chancery Docket,
Samuel White, et al.)	
	(	Cause No. 2221.
)	
	(

For value received, I Samuel White, one of the defendants to the above entitled cause, do hereby assign and transfer unto my four children, Caroline White Bowden, formerly Caroline Dancy White, Samuel White, Junior, Laura Wirt White and Delha Dancy White, in equal parts and shares, all my right, title, interest and estate as surviving husband of Laura Wirt White, mentioned in the proceedings of the above cause, and the mother of my said four children, whether my said interest and estate be that of dower or money allowance in lieu of dower or as heir of my said wife. And I do hereby direct the Auditor of the above Court, who may state the account between the proceeds of sales of said cause and Madison Brown, heretofore appointed trustee to make the sale in said cause decreed to be sold, not to distribute any part of said sale to me on account of any interest I may have in said sale but to distribute the share of said sale my wife would have been entitled if she had been living at the time of said sale unto her said four children and I had not been living. And I do hereby covenant and agree to deliver unto Madison Brown, Trustee as aforesaid, whatever release he may require of me of my said interest and estate in said sale.

Witness my hand and seal this 29th day of January, nineteen hundred and eighteen.

Samuel White (SEAL)

Test: Fernando ?

To J. Fletcher Rolph, Clerk of above Court:

File in the papers of the above cause the within and foregoing assignment and agreement.

Samuel White

* Final Ratification of Sale

In the Circuit Court for Queen Anne's County in Equity.

Delha D. Brown et al.,	(	Chancery Docket,
vs.)	
Charles M. Wesson et al.	(	Cause No. 2221.
)	

Ordered, this Ninth day of November, in the year nineteen hundred and seventeen, by the Circuit Court for Queen Anne's County in Equity, and by the authority thereof, that the sale reported in the within and foregoing report of sale be and the same is hereby ratified, no caveat to the contrary thereof showing been shown, although notice appears to have been given as directed by the preceding order or order nisi passed in this cause on the twenty fourth day of August, nineteen hundred and seventeen. The trustee is allowed the usual commissions and all expenses not personal.

Philemon B. Stapper

Filed Nov. 9th 1917

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twenty seventh day of February, in the year nineteen hundred and seventeen, the following Order to Docket suit was filed for record, to wit:

S.P.T.

Walter C. Crow

vs.

John S. Ferrell

{
{
{
{

In the Circuit Court for

Queen Anne's County.

In Equity, No.

Hon. William F. Watson, Clerk of said Court:-

Please docket the above entitled case, file a certified copy of the Mortgage from John S. Ferrell to Walter C. Crown, bearing date the 17th. day of December, 1913, and duly recorded among the Land Record of Queen Anne's County, Maryland in Liber W.F.W.No. 4, folio 390 etc. enter my appearance for the plaintiff, approve and file my bond as Attorney named in said Mortgage.

Yours very respectfully,

Sidney P. Townsend.

Along with the foregoing order the following certified copy of mortgage was filed to wit:

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twenty fourth day of December, in the year nineteen hundred and thirteen, the following mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this 17th. day of December, in the year nineteen hundred and thirteen, by and between John S. Ferrell, Mortgagor of Queen Anne's County, State of Maryland, of the one part, and Walter C. Crow, of Kent County and State of Maryland, Mortgagee, of the other part: Whereas, the said mortgagor is justly indebted unto said mortgagee in the full sum of Three Hundred dollars, being money loaned and advanced by said mortgagee to said mortgagor for which said sum and the interest thereon the said mortgagor he passed to said mortgagee, his promissory notes, all bearing even date here with. one of them for said principal sum of three hundred dollars, payable three years after date; and the other six of said notes for the sum of Nine Dollars each (for interest on said loan), payable respectively at the Kent County Savings Bank, Chestertown, Md. in six, twelve, eighteen, twenty four, thirty and thirty six months after date, each of said seven notes providing that if not paid when due for the payment of the usual commissions for collection and each having endorsed across its face in red ink the words "secured by mortgage." And whereas, this mortgage is made to secure the payment of said debt, and the interest thereon, in the manner and at the times limited in aforesaid promissory note and the performance of all the covenants hereinafter mentioned- the execution herein being a condition precedent to the making of said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of one dollar, the said John S. Ferrell, does grant unto the said Walter C. Crow, his heirs and assigns, in fee simple, all that tract, piece or parcel of ground situate,

lying and being in the 7th. election district of Queen Anne's County aforesaid, and described as follows, to wit: Beginning for the same at a stone at the northwest corner thereof which stone is also a corner stone for the lands of Elizabeth F. S. Jarrell, and running thence with Elizabeth F. S. Jarrell's land south $5\frac{3}{4}$ degrees west 528 feet to a stone within a few inches of a cedar tree on the land of Joseph L. Ferrell and James A. Ferrell, thence by and with the land of said Joseph L. Ferrell and James A. Ferrell south 85 degrees east 1673 feet to a stone on the line dividing the land hereby intended to be conveyed from the land of Sarah Smith thence with the land of Sarah Smith north $41\frac{1}{2}$ degrees east 436 feet to a big stone which is a boundary stone for the lands of William Newnam and Sarah Smith thence with the Newnam land south $81\frac{1}{2}$ degrees west 104 feet to a stone, thence further with said Newnam land north $85\frac{3}{8}$ degrees west 594 feet to a big stone which is a boundary stone for the lands of William Newnam, and Richard Leager, and thence with the lands of Richard Leager north 75 degrees, twelve minutes west, 1274 feet to the place of beginning, and containing sixteen acres of land, more or less, it being the same land that was conveyed to the said John S. Ferrell by Joseph L. Ferrell and wife, James F. Ferrell and wife and Samuel Chairs, by deed bearing date the 16th. day of December, 1913, and filed simultaneously with these presents to be recorded among the land records of said Queen Anne's County. Together with the buildings and improvements thereupon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining. To have and to hold, the aforesaid tract or parcel of ground and premises unto and to the proper use and benefit of the said Walter C. Crow, his heirs and assigns forever. Provided, that if the said John S. Ferrell, his heirs, executors, administrators or assigns, shall pay each of said notes at the time and in the manner limited in each of them respectively, including five percent commissions for collecting any of said notes which may be paid at maturity and shall perform all the covenants herein on his part, to be performed, then this mortgage shall be void. And it is agreed that, until default be made in the premises, the said John S. Ferrell, his heirs and assigns shall possess the aforesaid property upon paying in the meantime all insurance premiums, taxes, and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which insurance premiums, taxes, assessments, public dues, charges, mortgage debt and interest due, the said John S. Ferrell, for himself, and for his heirs, executors, administrators and assigns, does hereby covenant to pay when legally demandable; but if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and these presents are hereby declared to be made in trust, and the said Walter C. Crow, or Sidney P. Townshend, of Chestertown, Maryland, his attorney or agent, is hereby authorized and empowered at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest, and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns, which sale shall be made in manner following, viz: upon giving twenty days notice of the

time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, Maryland, and such other notice as the party making said sale shall deem proper, which sale shall be at public auction (or that failing, at private sale) to the highest bidder, and for cash or credit, at the option of the party making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including all counsel or attorney's fees and the actual cost of such bond as may be secured by the party or parties making the sale in some approved Surety Company, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, secondly, to the payment of all claims of the said mortgagee, his personal representatives and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same. But in case said mortgage debt, interest and costs are paid after default (and also, after filing of the bond required by law in foreclosure proceedings by the party undertaking to make sale of said property by any one entitled to pay the same, or said sale is withdrawn at the request of said mortgagor, or any of them, then the said John S. Ferrell, mortgagor, for his heirs, and for himself, his personal representatives and assigns, does hereby further covenant to and with the said mortgagee, his heirs, personal representatives and assigns to pay to the party undertaking to make said of said property under the powers hereinbefore granted, a commission on the said mortgage debt and accrued interest thereon, equal to one-half the commission allowed Trustees for making sale of property by virtue of a decree of the Court having equity jurisdiction in the State of Maryland, together with all costs incurred, including a counsel or attorney's fee of thirty dollars. And the said Mortgagor, for himself, and for his heirs, executors, administrators and assigns, does further covenant to insure, and pending the existance of this mortgage to keep insured the improvements on the hereby mortgaged land to the amount of at least their full insurable value, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Walter C. Crow, or his assigns to the extent of his or their lien or claim hereunder. And the said ,ortgagor for himself, and for his heirs, executors, administrators and assigns does further covenant to pay unto the said mortgagee or his personal representatives or assigns hereunder any inaurance or charges on any property covered by this mortgage paid by the said mortgagee or his personal representatives or assigns hereunder. And the said Mortgagor does further covenant that he will neither do, nor suffer to be done, pending the existance of this mortgage, any act or thing whereby the said premises and land may be depreciated or lessened in value,

Witness the hands and seals of the said mortgagor.

Test: Rolph Townshend.

John S. Ferrell (SEAL)

State of Maryland, Kent County, to wit:

I hereby certify that on this 17th. day of December, in the year nineteen

hundred and thirteen, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared John S. Ferrell and he acknowledged the foregoing mortgage to be his act.

As witness my hand and notarial seal.

Notary
Public
Seal.

Rolph Townshend.

Notary Public.

State of Maryland,

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W. F. W. No. 4, folio 390 etc. a land record book for Queen Anne's County.

Circuit
Court
Seal.

IN TESTIMONY WHEREOF, I hereto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 27th. day of February, A.D. 1917.

Wm. F. Watson, Clerk.

(Omitted)

State of Maryland.

Kent County, to wit:

I hereby certify, that on this 23rd. day of December, in the year nineteen hundred and thirteen, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Walter C. Crow, and made oath in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide, as therein set forth.

As witness my hand and notarial seal.

Notary Public Seal.

Rolph Townshend.

Notary Public.

And on the same day last aforesaid the following Bond was filed, to wit:

BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, Sidney P. Townshend of Kent County and State of Maryland as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred Dollars, to be paid to the State 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, jointly and severally, firmly by these presents, sealed with our seals and dated this 26th. day of February, in the year nineteen hundred and seventeen.

WHEREAS, the above bounden Sidney P. Townshend as Attorney by virtue of the power contained in a mortgage from John S. Ferrell to Walter C. Crow, bearing date the 17th. day of December, nineteen hundred and thirteen, and recorded among the Land records of Queen Anne's County, Maryland, in Liber W. F. W. No. 4, folio 390 etc. is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Condition of this Obligation is such, that if the above bounden Sidney P. Townshend, As attorney named in mortgage, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

Sidney P. Townshend (SEAL)

J. Raymond Simpors

Hartford Acci-
dent and Indem-
nity Company
Seal.

Hartford Accident
and Indemnity Com-
pany, by

Sidney P. Townshend (SEAL)

And on the back of the aforegoing Bond was thus endorsed, to wit:

"Security approved and Bond filed Feby. 27th., 1917.

Wm. F. Watson, Clerk".

On April the fifth, nineteen hundred and seventeen, the following Report of Sale was filed for record, to wit:

REPORT OF SALE.

Walter C. Crow.

vs.

John S. Ferrell

(In the Circuit Court for

(Queen Anne's County,

(In Equity, No. 2206.

To the Honorable, the Judges of said Court:-

The Report of Sidney P. Townshend, Attorney named in Mortgage from John S. Ferrell to Walter C. Crow, dated the 17th. day of December, 1913, and recorded in Liber W. F. W. No. 4, folio 390, etc. one of the Land Record Books for Queen Anne's County, Maryland, a certified copy of the record of said mortgage is filed in these proceedings, respectfully shows that default having been made under said mortgage by the failure of the mortgagor to pay the principal and interest thereon as the same became due and payable, the said Sidney P. Townshend as Attorney named in said mortgage proceeded to exercise the power contained in said mortgage and make sale of the mortgaged real estate, and after giving twenty days notice of the time, place, manner and terms of sale, by publication in the Centreville Observer, a newspaper published weekly in said Queen Anne's County, once in four successive weeks prior to the day of sale and having given bond with approved security (by the Clerk of this Court), the said Sidney P. Townshend as Attorney named in Mortgage as aforesaid did on the 26th. day of March, 1917, between the hours of 2 o'clock P.M. and 3 o'clock P.M. in front of the Store House of Lemuel C. McGinnes, at McGinnes, in the Seventh Election District of Queen Anne's County, Maryland, offer the real estate covered by said mortgage at public sale by auction to the highest bidder and sold the same to Robert H. Ferrell at and for the sum of Seven Hundred dollars, he being then and there at that price the highest bidder, and that the said Robert H. Ferrell has complied with the terms of sale by paying one-third of the purchase money in cash, a vendors lien being retained by the undersigned to secure the remainder of the purchase

price with interest thereon to accrue.

All of which is most respectfully submitted.

Sidney P. Townshend.

Attorney named in mortgage.

State of Maryland, Kent County, to wit:

I hereby certify that on this 27th. day of March, 1917, before me the subscriber a Notary Public of the State of Maryland in and for Kent County aforesaid, personally appeared Sidney P. Townshend, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that said sale was fairly made.

As witness my hand and notarial seal.

Notary
Public
Seal.

J. Raymond Simpser.

Notary Public.

And afterwards on November the fifth, nineteen hundred and seventeen, the following Certificate of Publication of Advertisement, was filed, to wit:

Public Sale of valuable real estate.

Under and by virtue of the power of sale contained in a mortgage from John S. Ferrell to Walter C. Crown, bearing date the 17th. day of December, 1913, and duly recorded among the land record of Queen Anne's County, Maryland, in Liber W. F. W. No. 4, folio 390 etc. the undersigned as Attorney named in said mortgage, will offer at public sale in front of the Store House of Lemuel C. McGinnes, at McGinnes, in the Seventh Election District of Queen Anne's County, Maryland, on Monday, March 26th., '17, between the hours of 2 and 3 o'clock P.M. all that tract, piece or parcel of land situate, lying and being in the 7th. Election District of Queen Anne's County, Maryland, adjoining the lands of Elizabeth F. S. Jarrell, Richard Leager and others, containing 16 acres of land, more or less, and improved by a comfortable two story frame dwelling stables, carriage house and sheds with Potato house. This property is near the town of Crumpton and the soil is especially adapted to truck and small fruits and would make a profitable investment for any man of industry who desires a home. Terms of Sale-- One-third cash on day of sale, and the balance of the purchase money payable in two equal instalments of six and twelve months after the day of sale, or all cash at the option of the purchaser, all deferred payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned. All title papers to be at the expense of the purchaser.

John T. Jester, Auct.

Sidney P. Townshend.

Attorney named in mortgage.

The Centreville Observer.

Centreville, Md., November 5th., 1917.

The Centreville Observer Publishing Co. hereby certifies that the public sale of real estate in the case of Sidney P. Townshend, attorney named in mortgage Ferrell-Crow, a true copy of which is hereto annexed, was inserted in the Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's

County, Maryland, once a week for four successive weeks, the last insertion being before the 26th. day of March, in the year 1917.

The Centreville Observer Publishing Co..

By S. Chas. Walls.
Secy-Treas.

On April the fifth, nineteen hundred and seventeen, the following Nisi was passed and filed, to wit:

Walter C. Crow.

vs.

John S. Ferrell

{ In the Circuit Court for
{ Queen Anne's County,
{ In Equity. Chancery No. 2206.

ORDERED, This 5th. day of April, A.D. 1917, that the sale of the real estate made and reported in this cause by Walter C. Crow, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th. day of June next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 9th. day of May next.

The report states the amount of sale to be \$700.00

Filed April 5th., 1917.

Wm. F. Watson, Clerk.

And afterwards, to wit, on the fifth day of November, in the year nineteen hundred and seventeen, the following Certificate of Publication of Order Nisi was filed, to wit:

ORDER NISI.

Walter C. Crow.

vs.

John S. Ferrell.

{ In the Circuit Court for
{ Queen Anne's County,
{ In Equity, Chancery No. 2206.

ORDERED, this fifth day of April, A.D. 1917, that the sale of the real estate made and reported by Walter C. Crow be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th. day of June next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County once in each of four successive weeks before the 9th. day of May next.

The Report stated the amount of sale to be \$700.00.

Filed April 5th., 1917.

Wm. F. Watson, Clerk.

True Copy-Rest:

Wm. F. Watson, Clerk.

The Centreville Observer.

Centreville, Md. November 5th., 1917.

The Centreville Observer Publishing Com hereby certified that the Order Nisi in the case of Walter C. Crow vs. John S. Ferrell Chancery No. 2206 a true copy of which is hereto annexed, was inserted in the Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, the last insertion being before the 9th. day of May, in the year 1917.

The Centreville Observer Publishing Co.,
By S. Chas. Walls.
Secy-Treas.

On the thirteenth day of November, in the year nineteen hundred and seventeen the Court passed and filed the following Final order, ratifying sale, to wit:

Ordered this 13th. day of November, 1917, that the sale within reported by Sidney P. Townshend, Attorney named in mortgage referred to in said Report of Sale be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given preceding this order.

The Attorney named in the Mortgage is allowed the usual Chancery Commissions and his expenses, not personal, when vouchers are filed.

Filed Nov. 13th., 1917.

Philemon B. Hopper.

Certificate of Publication of
Court Notice to Creditors.

Filed Jany. 23rd, 1924.

SIDNEY P. TOWNSHEND, Solicitor.

Notice to Creditors of John S. Ferrell. In the Circuit Court for Queen Annes County
In Equity No. 2206.

Walter C. Crow,
versus

John S. Ferrell.

Ordered, this 11th day of June, in the year Nineteen Hundred and Nineteen by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that any junior judgment creditor, lienor or assignee of the mortgager John S. Ferrell or any person claiming an interest in the equity of redemption of the property conveyed by said John S. Ferrell, to the said Walter C. Crow, who may be entitled to participate in the distribution of the surplus proceeds of sale remaining after satisfying the debt secured by the mortgage under which the real estate of the said John S. Ferrell was sold, be and they are hereby notified to file their claims duly authenticated on or before the 25th day of August, 1919, with the Auditor of this Court, provided a copy of this order be inserted and published in some weekly newspaper printed and published in Queen Anne's County, Maryland, in each of three successive weeks before the 25th day of July, 1919.

And, it is further ordered that the Auditor be and he is hereby authorized to take such testimony as he may find necessary to establish said claims and to state and return to the Court an Audit distributing such surplus proceeds to said claimants as their rights may appear.

LEWIN W. WICKES.

Filed June 14th, 1919

True Copy

Test: J.F. Rolph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md., January 23, 1924.

The Centreville Observer Publishing Co., hereby certifies that the Court Notice to Creditors in the case of Walter C. Crow versus John S. Ferrell, a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for three successive weeks Chancery No. 2206, before the 25th day of July, in the year 1919.

The Centreville Observer Publishing Co.

By Bertha G. Durney.

Report and Account of the Auditor.
Filed March 13th, 1924.

In the Circuit Court for Queen Anne's County in Equity.

Walter C. Crow
versus
John S. Ferrell

Chancery Cause No...2 2 0 6

To the Honorable, the Judges of said Court:
The report of Madison Brown, auditor, unto Your Honors respectfully sets forth:

The report of Madison Brown, auditor, unto Your Honors respectfully sets forth:

That in the within account he has first charged Sidney P. Townshend, party making the mortgaged sale, with the gross proceeds of sale and then thereout allowed unto him his commissions per terms of mortgage, costs of advertising sale and other notices, taxes on property sold unpaid at time of sale and in arrears, the costs of his bond and the mortgage debt in full.

A petition for distribution among parties entitled to the equity of redemption has been filed. Pursuant to this notice two judgment claims, one ante-dating the other, have been filed.

The surplus remaining after the above allowances is distributed in within account as follows: first the costs of advertising the notice to creditors directed by the court to be given and the clerk's costs under the petition are allowed, then the first judgment claim (that of R.G. Parks) and then the balance (Not being sufficient to pay the second judgment in full) is allowed or distributed unto said second judgment; that of Clifton L. Jarrell. Their first claim (of R.G. Parks) appears to be missing from the bundle and the auditor ascertained that it had been filed from the claim docket. He then got from judgment records a full description of the judgment and based allowance on this judgment, as the judgment entered on judgment record correspond and appear to be the same.

Respectfully submitted,

13 March
1924.

Madison Brown
Auditor.

The proceeds of the sale of the mortgaged real estate of John S. Ferrell, mortgagor, in account with Sidney P. Townshend, Attorney named in Mortgage, vendor of the mortgaged real estate mentioned in this cause.

Cr.

1917
26 march; By gross proceeds of the sale made and reported in this cause, per report of sale filed, to wit: \$700.00

Dr.

" "	To Sidney P. Townshend, attorney named in mortgage party making sale of the mortgaged real estate, for his commissions, per terms of mortgage, to wit:	\$48.00	
	To do., for the charges of J.T. Jester for crying the sale mentioned, to wit:	10.00	
	To do., for the court costs of these proceedings per statement of the clerk, as follows:		
	Costs of W.F. Watson, late clerk:	\$5.25	
	Costs of J.F. Rolph, Clerk, paid per receipted account:	13.50	
	Appearance fee of S.P. Townshend	<u>10.00</u>	28.75
	To do., for the costs of his bond with corporate surety thereon paid to and due said surety since filing to date, to wit:		35.00
	To do., for the costs of advertising the notice of sale, and order nisi thereon in Centreville Observer, for costs of slips or additional notices, per account of Centreville Observer Publishing Co. filed, to wit:		22.25
	To do., for the cost of advertising the order nisi to be passed in relation to this account, to wit:		3.00
	To Sidney P. Townshend, Atty. appointed to collect the mortgage debt, in full payment of the mortgage debt due under the mortgage mentioned in the cause, \$331.75, principal and interest, and per statement filed, and 5 per cent attorney's commissions of collection per terms of the mortgage \$16.59, total due on the day of sale of		348.33
	To Madison Brown, Auditor, for stating this account, to wit:		<u>9.00</u>
			\$504.33
	To balance:		<u>195.67</u>
			\$700.00
			<u>\$700.00</u>

Audit continued on Page 588.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the twenty fourth day of January in the year nineteen hundred and eighteen, the following Order to docket Suit was filed for record, TO WIT:

J. Frank Harper, Assignee of Mortgages,	(	In the Circuit Court for
vs.	(	Queen Anne's County,
Charles W. Harris and Elizabeth B. Harris, his wife Mortgagors.	(	In Equity.
	)	Cause No. 2244.

J. Fletcher Rolph, Clerk:-

Docket suit forthwith on the Chancery Docket of said Court in accordance with the above titling and file in the papers in said cause certified copies of the two following described mortgages, to wit: the mortgage from Charles W. Harris and Elizabeth B. Harris, his wife, to Adeline Thawley, dated November 17th., 1911, and recorded in Liber S S. No. 10, folios 556 etc. a land record book for Queen Anne's County aforesaid, and by said Adeline Thawley assigned to Wright and Collins by assignment dated December 29th., 1914, and by said Wright and Collins assigned to J. Frank Harper by assignment dated January 15th., 1918, said assignments being recorded among said land records at the foot of said mortgage; and the mortgage from said Charles W. Harris and Elizabeth Harris, his wife, to Clayton Wright and Zadock R. Collins, co-partners, trading as Wright and Collins, dated November 11th., 1912, and recorded among said land records in Liber W. F. W. No. 2, folios 275 etc and by said Wright and Collins assigned to the said J. Frank Harper by assignment dated January 15th., 1918, and recorded among said land records at the foot of said mortgage.

This suit to be instituted as aforesaid, is a suit for the foreclosure of the two above described mortgages under the power of sale contained therein, by reason of default in the payment of the principal mortgage debts named in said mortgages and by reason of the nonpayment of the interest covenanted to be paid upon said principal mortgage debts by the terms of said mortgages respectively at the times therein provided for the payment thereof.

Also file in said cause the bond accompanying this order.

J. Frank Harper.

Assignee of Mortgages.

On January the twenty fourth, nineteen hundred and eighteen, the following certified copies of two mortgages were filed, to wit:

QUEEN ANNE'S COUNTY, to wit, Be it remembered that on the eighteenth day of November, in the year nineteen hundred and eleven, the following mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this seventeenth day of November, in the year nineteen hundred and eleven, by Charles W. Harris and Elizabeth B. Harris, his wife, both of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Charles W. Harris and Elizabeth B. Harris, his wife, are justly indebted to Adeline Thawley, of Queen Anne's County, in the State of Maryland, in the sum of Five Hundred Dollars, money this day loaned unto them by the said Adeline Thawley, and for which they have executed and passed to her their joint promissory note of even date herewith for five hundred dollars, payable thirty six months from date hereof, at the Queen Anne's National Bank of Centreville, and payable to the order of said Adeline Thawley, said note having written across its face in red ink, "Principal Note, secured by mortgage of even date" and have also passed unto the said Adeline Thawley their six other joint notes for the interest to accrue on said loan, each note payable to the order of the said Adeline Thawley and each note for the sum of fifteen dollars, each note bearing date the same as of this mortgage, all being payable at the aforesaid Bank, and payable in six, twelve, eighteen, twenty four, thirty and thirty six months from date hereof respectively, and each note having written across its face in red ink, "Interest note, secured by mortgage of even date", and whereas, it was agreed by and between all of the parties before the said loan was made and before the delivery of the said notes, and as a condition precedent to said loan, that the prompt payment of the said principal note of five hundred dollars, and each of the said interest notes, when and as they respectively mature, should be secured and assured by this mortgage of real estate to be executed and delivered by the said Charles W. Harris and Elizabeth B. Harris to the said Adeline Thawley.

NO r THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said Charles W. Harris and Elizabeth B. Harris, his wife, do hereby grant and convey unto the said Adeline Thawley, in fee simple, all of that lot, tract or parcel of a tract of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, and more particularly described as follows, to wit: All of that lot of land near Centreville Landing known as the Creamery Lot, this lot being originally a part of the Khesterfield Farm, and bounded as follows, on the north by an avenue forty feet wide, between the land herein described and and the land conveyed unto Mary E. Carey, by deed recorded among the Land Record for County and State aforesaid in Liber W. D. No. 3, folio 519 etc and on the east by an avenue sixty feet wide and running from the public road to Corsica Creek, on the south by the said Creek and on the west by the property of the Ozman heirs; this being the same lot of land described in a deed of conveyance from Charles Howell Cook and wife and Frederick Brady and wife to the said Charles W. Harris, said deed being recorded immediately preceding these presents and to which deed reference is hereby made for a full and more complete description of the land hereby granted and conveyed. Together with all rights, roads, ways, waters, privileges and advantages thereunto belonging or in anywise appertaining, and the buildings and improvements thereon erected and being. And it is hereby agreed that in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property. Provided, that if the said Charles W. Harris and Elizabeth B. Harris, their heirs, executors, administrators or assigns, shall well and truly pay to the said Adeline Thawley, her successors, administrators or assigns, the aforesaid sum of five hundred dollars thirty six months from the date hereof,

this being the principal mortgage note and shall also pay each of the interest notes according to the tenor thereof as they respectively mature as above set forth and shall perform all the covenants, conditions and agreements herein on their part to be performed, then this mortgage shall be void; and until default be made in the premises, the said Charles W. Harris and Elizabeth B. Harris their heirs and assigns, shall possess said property. And the said Charles W. Harris and Elizabeth B. Harris, for themselves, their heirs, executors, administrators and assigns hereby covenant to pay as they severally fall due the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of full insurable value, in some Company or Companies approved by the said Adaline Thawley, her successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value. But in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable, and the said Adeline Thawley, her executors, administrators or assigns, or James T. Earle, her and their said attorney, duly constituted attorney for the purpose are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as party selling may deem expedient, for cash or for cash and credit at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to Charles W. Harris and Elizabeth B. Harris or whoever may be entitled to same. And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted, the said Adaline Thawley, her executors, administrators, successors or assigns, or James T. Earle, her and their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses

incurred under said foreclosure proceedings, including all costs of advertisement, court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said balance Charles W. Harris and Elizabeth B. Harris, for themselves, their heirs, executors, administrators and assigns hereby covenant to pay.

Witness their hands and seals.

Chas. W. Harris. (SEAL)

TEST: John W. Tarman.

Elizabeth B. Harris (SEAL)

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this seventeenth day of November, in the year nineteen hundred and eleven, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, there personally appeared Charles W. Harris and Elizabeth B. Harris, his wife, and did each acknowledge the foregoing mortgage to be their respective act: and at the same time there personally appeared before me, James T. Earle, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein made, and did further make oath that he is the duly appointed agent and attorney of the within named mortgagee, Adeline Thawley, and as such duly authorized by her to make this affidavit.

John W. Tarman.

Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the eighteenth day of January, in the year nineteen hundred and fifteen, the following assignment was brought to be recorded, to wit:

For value received, I hereby transfer and assign the within and foregoing mortgage to Clayton Wright and Zadock R. Collins, co-partners, trading as wright & Collins. Witness my hand and seal this twenty ninth day of December, in the year nineteen hundred and fourteen.

Adaline Thawley (SEAL)

TEST: A. A. M. Dewing.

Queen Anne's County, to wit: Be it remembered that on the twenty fourth day of January, in the year nineteen hundred and eighteen the following assignment was brought to be recorded, to wit:

For value received we hereby assign the within and foregoing mortgage to J. Frank Harper, for the purpose of collection by foreclosure. The note for the principal sum of \$500.00 described in and secured by the said within and foregoing mortgage has also this day been assigned and transferred by us to the said J. Frank Harper.

Witness our hands and seals this fifteenth day of January, in the year nineteen hundred and eighteen.

Clayton Wright (SEAL)

Zadock R. Collins (SEAL)

Test: Robert Coursey.

Co-Partners trading as Wright and Collins.

State of Maryland.

Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber S. S. No. 10, folio 556, etc a land record book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 23rd. day of January, A.D. 1918.

Circuit
Court
Seal.

J. F. Rolph, Clerk-Circuit Court

for Queen Anne's County.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the fourteenth day of November, in the year nineteen hundred and twelve, the following mortgage and assignments were brought to be recorded, to wit:

THIS MORTGAGE, made this eleventh day of November, in the year nineteen hundred and twelve, by Charles W. Harris and Elizabeth Harris, his wife, of Queen Anne's County in the State of Maryland, WHEREAS, the said Charles W. Harris is justly indebted unto Clayton Wright and Zadock R. Collins, of Queen Anne's County aforesaid, co-partners trading as Wright and Collins, in the full sum of one Thousand Dollars (\$1,000.00) as evidenced by his promissory note for the sum of One Thousand Dollars bearing date the first day of October, nineteen hundred and twelve, payable to the order of said Wright and Collins the firm name of the said partnership as above stated, three years after date, at the Queen Anne's National Bank of Centreville, with interest thereon from the date of said note payable semi-annually from said date, which said note bears across its face in red ink the endorsement "Mortgage note secured by mortgage bearing date November, 1912", and whereas it is the purpose and desire of the said Charles W. Harris and Elizabeth Harris, to secure and assure the payment of the said promissory note and the interest to accrue thereon as aforesaid at the times hereinbefore set forth by the execution of this mortgage, in accordance with their agreement made with the said Clayton Wright and Zadock R. Collins, co-partners trading as Wright and Collins.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one dollar the said Charles W. Harris and Elizabeth Harris, his wife, do hereby grant and convey unto the said Clayton Wright and Zadock R. Collins, co-partners trading as Wright and Collins, in fee simple, all of that lot, tract, parcel or part of a tract of land, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, and described as follows: to wit: All of that lot of land situate near Centreville Landing and known as "The Creamery Lot", this lot being that portion of the Chesterfield Farm which is bounded as follows: on the north by an avenue forty feet wide between the land herein described and the land conveyed unto Mary E. Carey by deed recorded among the land records for Queen Anne's County, aforesaid in Liber W. D. No. 3, folio 519 etc. on the east by an avenue sixty feet wide running from the public road to Corsica Creek on the south by said Corsica Creek and on west by the property of Florence V. Larrimore, being the same land which was

conveyed to the said Charles W. Harris by Charles Howell Cook and Lucy C. Cook, his wife, and Frederick Brady and Grave Day Brady, his wife, by deed bearing date the eleventh day of November, in the year nineteen hundred and eleven, and recorded in Liber S. S. No. 10, folios 555 etc. a Land Record book for Queen Anne's County aforesaid, to which said deed and the reference therein contained reference is hereby made for a more definite and complete description of the said land hereby granted and conveyed. Together with all rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining and the buildings and improvements thereon erected and being. And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property. Provided, that if the said Charles W. Harris, his heirs, executors, administrators or assigns, shall well and truly pay to the said Clayton Wright and Zadock R. Collins, co-partners, trading as Wright and Collins, or their assigns or the survivor of the said co-partners, his executors, administrators or assigns, the aforesaid sum of One Thousand Dollars, (\$1,000.00) when and as the same shall become due and payable according to the tenor of the above described promissory note and also, when and as the same shall become due and payable according to the tenor of said promissory note, the interest to accrue thereon as above set forth and shall perform all the covenants, conditions and agreements herein on his or their part to be performed, then this mortgage shall be void, and until default be made in the premises the said Charles W. Harris, his heirs and assigns shall possess said property, and the said Charles W. Harris, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay as they severally fall due the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest or any part of either, and to insure and pending this mortgage to keep insured, the improvements on said premises to the amount of at least the insurable value thereof, in some Company or Companies approved by the said Clayton Wright and Zadock R. Collins, co-partners trading as Wright and Collins, or their assigns or the survivor of the said co-partners, his executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver upon demand, to the mortgagees, their executors, administrators or assigns said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value. But in case of default in the payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable and the said Clayton Wright and Zadock R. Collins, co-partners trading as Wright and Collins, or their assigns, or the survivor of the said co-partners, his executors, administrators or assigns, of J. Frank Harper, of Queen Anne's County aforesaid, their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said prem-

ises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as party selling may deem expedient, for cash, or for cash and credit at the option of the person making the sale, the credit payments, if any, to bear interest from the day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, second all moneys owing hereunder or secured hereby whether the same shall have then matured or not, and, third, the balance to the said Charles W. Harris or whoever may be entitled to same.

And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of foreclosure of this mortgage under the power of sale granted, the said Clayton Wright and Zadock R. Collins, co-partners trading as Wright and Collins or their assigns, or the survivor of the said co-partners, his executors, administrators or assigns or J. Frank Harper, their said Attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest to equal to one-half the commission allowed Trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Charles W. Harris for himself, his heirs, administrators and assigns hereby covenant to pay.

Witness the hands and seals of the said mortgagors.

Charles W. Harris (SEAL)

Test: Wm. E. Thompson.

Elizabeth Harris (SEAL)

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this eleventh day of November, in the year nineteen hundred and twelve, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Charles W. Harris and Elizabeth Harris, his wife, and each acknowledged the foregoing mortgage to be their respective act.

Wm. E. Thompson.

Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this seventeenth day of November, in the year nineteen hundred and twelve, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Clayton Wright and Zadock R. Collins, co-partners, trading as Wright and Collins, the within named mortgagees, and each made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

Wm. E. Thompson, Justice of the Peace.

Queen Anne's County, to wit: Be it remembered that on the twenty fourth day of January, in the year nineteen hundred and eighteen, the following assignment was brought to be recorded, to wit:

For value received, we hereby assign the within and foregoing mortgage to J. Frank Harper, for the purpose of collection by foreclosure. The note for the principal mortgage debt of (\$1,000 .00) described in and secured by the said within and foregoing mortgage has also this day been assigned and transferred by us to the said J. Frank Harper.

Witness our hands and seals this fifteenth day of January, in the year nineteen hundred and eighteen

Clayton Wright (Seal)

Zadock R. Collins (SEAL)

Co-partners, trading as
Wright and Collins.

Test: Robert Coursey.

State of Maryland,
Queen Anne's County, to wit:

I hereby certify that the foregoing is truly taken and copied from Liber W.F.W.No. 12, folio 275 etc. a land record book for Queen Anne's County.

Circuit
Court
Seal

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this twenty fourth day of January, A.D. 1918.

J. F. Rolph, Clerk.

On January the twenty fourth, nineteen hundred and eighteen, the following Bond was filed for record, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, J. Frank Harper, of Queen Anne's County, in the State of Maryland, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of twenty five hundred (\$2,500.00) current money of the United States, to be paid to the State of Maryland aforesaid, 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, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this nineteenth day of January, in the year nineteen hundred and eighteen.

WHEREAS a certain mortgage from Charles W. Harris and Elizabeth B. Harris, his wife, to Adeline Thawley, bearing date the seventeenth day of November, nineteen hundred and eleven, and recorded in Liber S. S. No. 10,, folios 556 etc. a land record book for Queen Anne's County, Maryland, was by the said Adeline Thawley duly assigned to Clayton Wright and Zadock R. Collins, co-partners trading as Wright and Collins, by assignment dated December 29th., 1914, and was by the said Clayton Wright and Zadock R. Collins, co-partners trading as Wright and Collins, assigned to the said J. Frank Harper by assignment dated January 15th., 1918, said assignments being recorded among said land records at the foot of said mortgage: AND WHEREAS a certain mortgage from the said Charles W. Harris and Elizabeth Harris, his wife, to Clayton Wright and Zadock R. Collins, co-partners

trading as Wright and Collins, bearing date the eleventh day of November, nineteen hundred and twelve, and recorded in Liber W. F. W. No.2, folios 275 etc. a land record book for Queen Anne's County, Maryland, was by the said Clayton Wright and Zadock R. Collins, co-partners trading as Wright and Collins, duly assigned to the said J. Frank Harper by assignment dated January 15th., 1918, and recorded among said land records at the foot of said mortgage.

AND WHEREAS the above bounden J. Frank Harper, as the Assignee as aforesaid of the said two above described mortgages is about to execute the power of sale contained in the said two above described mortgages by making sale of the property described in, granted and conveyed by said mortgages, default having occurred in the terms, conditions and covenants of each of said mortgages by reason of the non-payment of the principal mortgage debts named in said mortgages and by reason of the non-payment of the interest covenanted to be paid upon said principal mortgage debts by the terms of said mortgages respectively at the times therein provided for the payment thereof;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden J. Frank Harper do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:-

Nellie G. Meredith.

J. Frank Harper (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By L. R. Sollenberger.
Vice-President.

ATTEST: H.P. Ringgold.
Assistant Secretary.

United States
Fidelity and Guar-
anty Company . Seal.

And on the back of the foregoing bond was thus endorsed, to wit:

"Security approved and bond filed January 24th., 1918.

J. F. Rolph, Clerk" .

On March the sixth, nineteen hundred and eighteen, the following Report of Sale was filed, to wit:-

J. Frank Harper,
Assignee of Mortgage,

vs.

Charles W. Harris and
Elizabeth B. Harris, his wife,
Mortgagors.

(In the Circuit Court
)
(for Queen Anne's County,
)
(in Equity,
)
(Cause No. 2244.

To the Honorable, the Judges of said Court:-

The Report of J. Frank Harper, Assignee of the mortgages hereinafter described, to your Honors, respectfully sets forth:-

1. That default was made by the mortgagors by reason of the non-payment of the principal mortgage debts and the interest due thereon covenanted to be paid by the terms of the two mortgages mentioned in these proceedings at the times therein respect-

tively provided for the payment thereof the said two mortgages being as follows, to wit: the mortgage from Charles W. Harris and Elizabeth B. Harris, his wife, to Adeline Thawley, bearing date the seventeenth day of November, nineteen hundred and eleven, and recorded in Liber S. S. No. 10, folios 556 etc. a land record book for Queen Anne's County, Maryland, which mortgage was by the said Adeline Thawley duly assigned to Clayton Wright and Zadock R. Collins, Co-partners trading as Wright and Collins, by assignment dated December 29th., 1914, and was by the said Clayton Wright and Zadock R. Collins, co-partners trading as Wright and Collins, duly assigned to the said J. Frank Harper by assignment dated January 15th., 1918, said assignments being recorded among said land records at the foot of said mortgage; the mortgage from said Charles W. Harris and Elizabeth Harris, his wife, to Clayton Wright and Zadock R. Collins, co-partners trading as Wright and Collins, bearing date the eleventh day of November, nineteen hundred and twelve, and recorded in Liber W. F. W. No. 2, folios 275 etc. a land record book for Queen Anne's County aforesaid, which mortgage was by the said Clayton Wright and Zadock R. Collins, co-partners trading as Wright and Collins duly assigned to the said J. Frank Harper by assignment dated January 15th., 1918, and recorded among said land records at the foot of said mortgage; copied of which said mortgages and the said assignments thereof, duly certified, are filed among the proceedings in this cause.

2. That prior to the sale hereinafter mentioned of the mortgaged property, the said J. Frank Harper, Assignee of said mortgages as aforesaid, gave bond to the State of Maryland conditioned to abide by and fulfill any order or decree which should be made by any court of equity in relation to the sale of the mortgaged property or the proceeds thereof, as provided by law, which bond was filed with the Clerk of this Court, and was by said Clerk duly approved, prior to the sale hereinafter reported.

3. That after giving notice of the time, place manner and terms of sale in the Centreville Record, a newspaper published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said J. Frank Harper, Assignee of said mortgages as aforesaid, did, pursuant to said notice, attend in front of the court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the twelfth day of February, nineteen hundred and eighteen, at the hour of one o'clock P.M., and then and there, in execution of the power of sale contained in said mortgages to be exercised in case of default in the terms thereof, default having occurred as above stated, proceeded to sell the real estate described in said mortgages, that is to say:- he then and there offered at public sale to the highest bidder the real estate described in said advertisement of sale and in said mortgages, being all that lot or parcel of land situate at or near Centreville Landing, in the Third Election District of Queen Anne's County, Maryland, and known as "The Creamery Lot", lying and fronting on the avenue which extends southerly from the Centreville-Corsica Neck public road, which avenue bounds it on its east side, and being bounded on its north side by the avenue leading westerly from said first mentioned avenue, on its west side by the property of W. Lee Clough formerly of Florence V. Larrimore, and on the south by the south fork of the Corsica River, and containing one and one-half acres of land, more or less, and being improved by a two and a half story frame dwelling house, stable, carriage house and other outbuildings, being the same property which was conveyed

to the said Charles W. Harris by Charles Howell Cook and others by deed bearing date the eleventh day of November, nineteen hundred and eleven, and recorded in liber S. S. No. 10 folios 555 etc. a land record book for Queen Anne's County aforesaid, and sold the same to Clayton Wright and Zadock R. Collins, of Queen Anne's County aforesaid, co-partners, trading as Wright and Collins, they being then and there the highest bidder therefor, at and for the sum of eighteen hundred dollars, (\$1,800.00). The said vendor files herewith as a part of this Report, marked "Exhibit A", a certificate of the publication of the aforesaid advertisement of sale in the Centreville Record, a newspaper published as aforesaid in Queen Anne's County aforesaid.

Respectfully submitted.

J. Frank Harper.

Assignee of Mortgages.

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that on this sixth day of March, in the year nineteen hundred and eighteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared J. Frank Harper, Assignee of mortgages, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. E. Rolph,
Clerk of the Circuit Court for
Queen Anne's County, Maryland.

Filed March 6th., 1918.

Certificate of Publication of Advertisement.

Assignee's Sale of valuable dwelling house and lot near Centreville, Md.

By virtue of the power of sale contained in the two following mortgages, to wit:- the mortgage from Charles W. Harris and Elizabeth B. Harris, his wife to Adeline Thawley dated November 17th., 1911, and recorded in Liber S. S. No. 10, folio 556 etc. a land record book for Queen Anne's County, Maryland, and by said Adeline Thawley assigned to Wright and Collins, by assignment dated December 29th., 1914, and by said Wright and Collins assigned to J. Frank Harper by assignment dated January 15th., 1918, said assignments being recorded among said land records at the foot of said mortgage, and the mortgage from said Charles W. Harris and Elizabeth Harris, his wife, to Clayton Wright and Zadock R. Collins, co-partners, trading as Wright and Collins, dated November 11th., 1912, and recorded among said land records in Liber W. F. W. No. 2, folios 275 etc. and by said Wright and Collins assigned to the said J. Frank Harper by assignment dated January 15th., 1918, and recorded among said land records at the foot of said mortgage; the undersigned J. Frank Harper, Assignee as aforesaid of said mortgage, will offer for sale at public auction, in front of the Court house door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, February 12th., 1918 commencing at the hour of one o'clock P.M., all that lot or parcel of land situate at or near Centreville Landing in the Third Election District of Queen Anne's county, Maryland, and known as "The Creamery Lot", lying and fronting on the avenue which extends southerly from the Centreville-Corsica Neck public road, which avenue bound it on its east side, and being bounded on

its north side by the avenue leading westerly from said first mentioned avenue, on its west side by the property of W. Lee Clough and on the south by the south fork of Corsica River, and containing one and one-half acres of land, more or less, being the same land described in the deed from Charles Howell Cook and others to said Charles W. Harris, dated November 11th., 1911, and recorded among said land records in Liber S. S. No. 10, folios 555 etc.. The improvements consist of a nice two and a half story frame dwelling house, stable, barn and other outbuildings, all in good condition, none of the buildings being old. This property is conveniently located and its sale presents a good opportunity to a person who may desire to purchase a home close to Centreville.

Terms of Sale: One-Third of the purchase money to be paid in cash at the time of sale, and the balance of the purchase money to be paid in two equal instalments, payable respectively in six and twelve months from the day of sale, the credit payments to bear interest from day of sale and to be secured by the note of the purchaser with security thereon to be approved by the undersigned, or the whole purchase money may be paid in cash at the option of the purchaser.

J. Frank Harper,

Assignee of Mortgages.

George A. Whiteley, Auct.

The Centreville Record Publishing Co, hereby certifies that the advertisement in the case of Harper, Assignee vs. Harris, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, (first insertion Jan. 19th., 1918) before the 12th. day of February, in the year 1918.

The Centreville Record Publishing Co..

By E. H. Brown, Jr. President.

Order Nisi.

J. Frank Harper,
Assignee of mortgages

vs.

Charles W. Harris and
Elizabeth B. Harris, his wife.
Mortgagors.

(In the Circuit Court
(for Queen Anne's County,
(in Equity,
(Cause No. 2244.

ORDERED this, sixth day of March, in the year nineteen hundred and eighteen, that the sale of the mortgaged real estate made and reported in this cause by J. Frank Harper, Assignee of mortgages, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th. day of May next: provided a copy of this Order be inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, once in each of four successive weeks before the 10th. day of April next.

The report states the amount of the sale to be \$1,800.00

J. F. Rolph,
Clerk of the Circuit Court for
Queen Anne's County.

Filed March 6th., 1918.

Certificate of Publication of Order Nisi.

J. Frank Harper, Assignee of Mortgages.	(	In the Circuit Court
)	
vs.	(	for Queen Anne's County,
)	
Charles W. Harris and Elizabeth B. Harris, his wife, Mortgagors.	(	in Equity.
)	
	(	Cause No. 2244.
)	

ORDERED, this sixth day of March, in the year nineteen hundred and eighteen, that the sale of the mortgaged real estate made and reported in this cause by J. Frank Harper, Assignee of Mortgages, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th. day of May next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County State of Maryland, onace a week of four successive weeks before the 10th. day of April next. The report states the amount of the sale to be \$1,800.00.

J. F. Rolph, Clerk.

True copy- Rest:

J. F. Rolph, Clerk.

The Centreville Record,

Centreville, Md. April 20, 1918.

The Cantreville Record Publishing Co, hereby certifies that the Order Nisi in the case of H. Frank Harper, Assignee bs. Chas. W. Harris and wife, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weekx before the 10th. day of April, in the year 1918.

The Centreville Record Publishing Co,

Filed April 20th., 1918.

By E. H. Brown, Jr. President.

On May the 15th. nineteen hundred and eighteen, the following Final Order of Ratification was filed, to wit:-

J. Frank Harper, Assignee of Mortgages.	(	In the Circuit Court for
)	
vs.	(	Queen Anne's County,
)	
Charles W. Harris and Elizabeth B. Harris, his wife, Mortgagors	(	in Equity.
)	
	(	Cause No. 2244.
)	

ORDERED, this thirteenth day of May, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale of the real estate made by J. Frank Harper, Assignee of mortgages, and reported by him in the above cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the preceding Order Nisi passed in this cause on the sixth day of March, 1918; and the said J. Frank Harper, Assignee of Mortgages, is allowed the usual commissions and all expenses, not personal, for which he

shall produce vouchers to the Auditor of this Court.

Philemon B. Hopper.

Filed may 15th., 1918.

On June the fourteenth, nineteen hundred and eighteen, the following Auditor's Report and Account was filed, to wit:

<p>J. Frank Harper, Assignee of Mortgages.</p> <p>vs.</p> <p>Charles W. Harris and Elizabeth B. Harris, his wife. Mortgagors</p>	}	<p>In the Circuit Court for Queen Anne's County, In Equity. Cause No. 2244.</p>
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To the Honorable Judges of said Court:-

The Report of Madison Brown, Auditor, unto Your Honors respectfully sets forth:

That he has stated the within account, first charging J. Frank Harper, the Vendor of the real estate sold in this cause, with gross proceeds of the sale of the real estate sold by him, and then thereout allowing him his commission on the amount of said sale per terms of mortgage, cost of advertising the sale and the auctioneer for crying sale, cost of the bond filed and the auditors fee. The amount of the sale after these allowances is not sufficient to pay the mortgage claim in full. Therefore in the within account the amount of sale, less these allowances, is awarded unto J. Frank Harper, the assignee of the mortgages mentioned in the cause, on account of his mortgage claim.

Respectfully submitted.

Madison Brown, Auditor.

Statement of Mortgage Debt.

Amount of debt due by the two mortgages mentioned in above cause, per statement filed March 6th., 1918, in above cause, to wit	\$1629.15
Credit: by amount awarded to these mortgages by the within account, to wit:	<u>1596.00</u>
Balance bearing interest from Feb. 12th., 1918	\$ 33.15

The Proceeds of the Sale of the Mortgaged Real Estate of Charles W. Harris, Mortgagor, in account with J. Frank Harper, Assignee of Mortgage, Vendor of said real estate,

Cr.

1918.

Feb. 12. By gross proceeds of sale, per report of sale filed March 6., 1918, to wit:	\$1800.00
--	-----------

Dr.

" " To J. Frank Harper, Assignee, Vendor, for his commissions on gross sale, per terms of mortgage, to wit:	\$ 112.50
To do., for Court costs of this cause, per bill of costs of Clerk as follows, to wit:	
J. F. Rolph, Clerk	\$23.75
Appear. of J.F.Harper, Sol. Pl'tffs.	<u>10.00</u>
	33.75

To do., for costs of advertising sale and order nisi thereon in Centreville Record, per bill for same, to wit:	\$ 30.25
To do., for charges of G. A. whiteley for crying sale, to wit:	10.00
To do., for costs of his bond with corporate surety thereon due to said surety as premium for one year, to wit:	10.00
To do., for the cost of advertising the Order Nisi to be passed in relation to this account, to wit:	3.00
To Madison Brown, Auditor, for stating this account, to wit:	4.50
To J. Frank Harper, assignee of mortgages filed in this cause, on account of mortgage debts, this balance, to wit:	\$1596.00
	<u>\$1800.00</u> <u>\$1800.0</u>

June 13th., 1918.

Madison Brown.
Auditor.

On June the fourteenth, in the year nineteen hundred and eighteen, the following Nisi Ratification of Audit was filed, to wit:

J. Frank Harper, Assignee	{	In the Circuit Court
vs.	{	for Queen Anne's County,
Charles v. Harris and Elizabeth B. Harris, his wife, Mortgagors.	{	in Equity.
	{	Cause No. 2244.

ORDERED, this fourteenth day of June, in the year nineteen hundred and eighteen that the report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary be shown on or before the 16th. day of July, 1918, provided a copy of this order be published once a week in each of two successive weeks before the 8th. day of July, 1918, in some newspaper printed and published in Queen Anne's County.

Filed June 14th., 1918.

J. F. Rolph, Clerk.

And on July the 17th., 1918, the following Certificate of Publication of Nisi Ratification of Audit was filed, to wit:

J. Frank Harper, Assignee.	(	In the Circuit Court
vs.	(	for Queen Anne's County,
Charles w. Harris and Elizabeth Harris, his wife, Mortgagors.	(	in Equity.
	)	Cause No. 2244.

ORDERED, this 14th. day of June, in the year nineteen hundred and eighteen that the Report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 16th. day of July, 1918; provided a copy of this order be published once a week in each of two successive weeks before the 8th. day of July, 1918, in some newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk.

Filed June 14th., 1918.

True copy- Test. J. F. Rolph, Clerk.

The Centreville Record.

Centreville, Md. July 17th., 1918.

The Centreville Record Publishing Company hereby certifies that the advertisement in the case of J. Frank Harper, Assignee vs. Charles w. Harris and Elizabeth B. Harris, his wife, mortgagors, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 8th. day of July, in the year 1918.

The Centreville Record Publishing Co.,
By E. M. Forman, Associate.

On July the twenty third, nineteen hundred and eighteen, the following Final Order Ratifying the Audit was filed for record, to wit:-

J. Frank Harper, Assignee of Mortgages	{	In the Circuit Court
vs.	{	for Queen Anne's County,
Charles w. Harris and Elizabeth B. Harris, his wife, Mortgagors.	{	in Equity.
	{	Cause No. 2244.

ORDERED, this 22nd. day of July, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and foregoing report and account of the auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given in accordance with and as required by the conditional order of ratification of said Report and Account passed in the above cause on June 14th., 1918, and the Assignee, J. Frank Harper, is hereby authorized and directed to pay out and disburse the several amounts therein distributed in accordance therewith.
Filed July 23rd., 1918.

Philemon B. Hopper.

On March the twelfth, in the year nineteen hundred and eighteen, the following Order to docket suit was filed for record, to wit:

William Beck, Attorney.	)	In the Circuit Court	
vs.		for Queen Anne's County,	
Harry C. Walls,		)	in Equity.
Pearl Walls, his wife)	

Mr. J. Fletcher Rolph, Clerk:-

Docket above entitled case on the Equity side of your Court, make copy of mortgage from Harry C. Walls and Pearl Walls, his wife, to Philip G. Wilmer, dated September 27th., 1913, file enclosed Bond and enter my appearance for Plaintiff.

Says,

William W. Beck.

Attorney for Plaintiff.

And on the same day last aforesaid and accompanying the foregoing order was the following Bond, to wit:-

KNOW ALL MEN BY THESE PRESENTS, That we, William W. Beck, W. Thomas Maslin and Thomas Massey, all of Kent County and State of Maryland, are held and firmly bound unto the State of Maryland in the just and full sum of Six Thousand Dollars (\$6,000) current money of the United States 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 jointly and severally, firmly by these presents. Sealed with our seals and dated this 12th. day of March, in the year nineteen hundred and eighteen.

WHEREAS, Harry C. Walls and Pearl Walls, his wife by deed of mortgage dated the 27th. day of September, in the year 1913 duly executed, acknowledged and recorded among the Land Record Books for Queen Anne's County in Liber W. F. W. Folio 93, etc., conveyed to Philip H. Wilmer a certain tract of land in said deed mentioned to secure the payment of the sum of two thousand dollars (\$2,000) and the interest thereon.

AND WHEREAS, in the event of any default being made in any condition of the said mortgage or in the payment of the mortgage debt or of the interest thereon when due, power and authority was given therein to the said Philip G. Wilmer, his heirs or assigns or William W. Beck, of Chestertown, Maryland, his duly constituted Attorney or agent to sell the mortgaged premises.

AND WHEREAS, default has been made in the conditions of the said mortgage by reason of the said Harry C. Walls and Pearl Walls, his wife, failing to pay the mortgage debt and the interest thereon when due, and the said William W. Beck, Attorney named in said mortgage is about to execute said power of sale.

NOW THE CONDITION of the above obligation is such that if the above bounden,

William W. Beck, well and faithfully perform the trust reposed in him by said power in said mortgage, shall well and truly abide by and perform any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void.

William W. Beck, (SEAL)

W. T. Maslin (SEAL)

Test: Alice R. Smith.

Thomas Massey. (SEAL)

At the foot of the foregoing Bond was thus endorsed, to wit:

The above bond and sureties approved this 12th. day of March, 1918.

A. Parks Rasin, Clerk

Circuit Court Kent County.

And on the back of the foregoing Bond was thus endorsed, to wit:-

Security approved and Bond filed March 12th., 1918.

J. F. Rolph, Clerk.

On March the fourteenth, nineteen hundred and eighteen, the following Certified copy of Mortgage was filed, to wit:

Queen Anne's County, to wit: be it remembered that on the twenty ninth day of September, in the year nineteen hundred and thirteen, the following mortgage was brought to be recorded, to wit:

THIS MORTGAGE, made this 27th. day of September, in the year nineteen hundred and thirteen, by and between Harry C. Walls and Pearl Walls, his wife, mortgagors, of Kent County, State of Maryland, of the one part, and Philip G. Wilmer of Kent County and State of Maryland, mortgagee, of the other part:

WHEREAS, the said Mortgagors are justly indebted unto said Mortgagee, in the full sum of two thousand (\$2,000.00) dollars being the balance of the purchase money on the hereinafter described property to said mortgagor for which said sum and the interest thereon the said mortgagor has passed to the said mortgagee, promissory notes, all bearing even date herewith, one of them for said principal sum of payable after date; and the other of said notes for the sum of each (for interest on said loan) payable respectively at

And whereas, this mortgage is made to secure the payment of said debt and the interest thereon in the manner and at the times limited in aforesaid promissory note and the performance of all the covenants hereinafter mentioned, the execution hereof being a condition precedent to the making of said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of one dollar, the said Harry C. Walls and Pearl Walls, his wife, do grant unto the said Philip G. Wilmer, his heirs and assigns, in fee simple, all that piece or parcel of ground, situate, lying and being in Queen Anne's County aforesaid, and described as follows, to wit: Beginning for the same at a corner of this land and the land of David Bamberger on Chester River, and running first with said land S. 16 $\frac{3}{4}$ degrees E. 189 perches to center of road from Crumpton to Millington, then up road N. 76 degrees E. 87 $\frac{6}{10}$

orches, then N. $16\frac{3}{4}$ degrees W. 186 perches to Chester River, then with river 77 degrees West 12.5 perches, then S. 50 degrees W. 49 perches, then N. $79\frac{1}{2}$ degrees W. 30 perches then N. $52\frac{1}{2}$ degrees W. 9 perches to beginning, containing one hundred acres of land, more or less, it being part of the same property conveyed to the said Julia A. Vansant by Philip Nodig, by deed dated the 31st. day of December, 1903, and recorded in Liber J. E. G. #6, folio 182, etc. one of the Land Record Books for Queen Anne's County. It being the same property conveyed to the said Harry C. Walls by Julia A. Vansant and husband by deed of even date herewith, and to be recorded among the land Records for Queen Anne's County prior hereto. Together with the buildings and improvements there upon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. To have and to hold the aforesaid piece or parcel of ground and premises unto and to the proper use and benefit of Philip G. Wilmer, his heirs and assigns forever. Provided, that if the said Harry C. Walls and Pearl Walls, his wife, their heirs, executors, administrators or assigns, shall pay each of said notes at the time and in the manner limited in each of them respectively, including five percent commission for collecting any of said notes which may not be paid at maturity and shall perform all the covenants herein on part to be performed, then this mortgage shall be void; and it is agreed that until default be made in the premises and the said Harry C. Walls and Pearl Walls, his wife, shall possess the aforesaid property upon paying in the meantime all insurance premiums, taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which insurance premiums, taxes, assessments, public dues, charges, mortgage debt and interest due, the said Harry C. Walls and Pearl Walls, his wife, for themselves, and for their heirs, executors, administrators or assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue or any part of either one of them at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and these presents are hereby declared to be made in trust, and the said Philip G. Wilmer, his heirs and assigns, or William W. Beck, of Chestertown, Maryland, his Attorney or Agent, is hereby authorized and empowered at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in Kent County, Maryland, and such other notice as the said party making sale shall deem proper, which sale shall be at public auction (or that failing at private sale) to the highest bidder and for cash or credit, at the option of the party making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including all counsel or attorney's fees and the actual cost of such bond as may be secured by the party or parties making the sale, in some approved surety Company, and a commission to the party making sale of

said property, equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, secondly, to the payment of all claims of said mortgagee, his personal representatives and assigns under the mortgage, whether the same shall have matured or not, and the surplus (if any therebe) shall be paid to the mortgagors their personal representatives or assigns, or to whoever may be entitled to the same; But in case of said mortgage debt, interest and cost are paid after default (and also, after filing of the bond required by law in foreclosure proceedings by the party undertaking to make sale of said property) by any one entitled to pay the same, or said sale is withdrawn at the request of said mortgagor or any of them, then the said Harry E. Walls and Pearl Walls, his wife mortgagors, for themselves, their heirs and for their personal representatives and assigns do hereby further covenants to and with the said mortgagee, his heirs, personal representatives and assigns to pay to the party undertaking to make sale of said property under the powers hereinbefore granted, a commission on the said mortgage debt and accrued interest thereon, equal to one-half of the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, together with all costs incurred, including a counsel or attorney's fee of thirty dollars. And the said Mortgagors, for themselves, and for their heirs, executors, administrators and assigns, do further covenant to insure and pending the existence of this mortgage to keep insured the improvements on the hereby mortgaged land to amount of least their full insurable value, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire, to inure to the benefit of the said Philip G. Wilmer or his assigns, to the extent of their lien or claim hereunder; and the said mortgagors for themselves and for their heirs, executors, administrators and assigns do further covenant to pay unto the said mortgagee, or his personal representatives or assigns hereunder any insurance premiums or charges on any property covered by this mortgage paid by the said Mortgagee or his personal representatives or assigns hereunder, and the said mortgagors do further covenant that they neither do nor suffer to be done, pending the existence of this mortgage, any act or thing whereby the said premises and land may be depreciated or lessened in value.

Witness our hands and seals.

Harry C. Walls. (SEAL)

Test: Sidney P. Townsend.

Pearl Walls (SEAL)

State of Maryland, Kent County, to wit:

I hereby certify that on this 27th. day of September, in the year one thousand, nine hundred and thirteen, before me, the subscriber, a Notary Public of the State of Maryland in and for Kent County aforesaid, personally appeared Harry C. Walls and Pearl Walls, his wife, and they acknowledged the foregoing mortgage to be their act.

As witness my hand and notarial seal the day and year above written.

Sidney P. Townshend.

Notary
Public
Seal.

Notary Public.

State of Maryland, Kent County, to wit:

I hereby certify that on this 27th. day of September, in the year one thousand nine hundred and thirteen before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Philip W. Wilmer and made oath in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth.

As witness my hand and Notarial Seal the day and year above written.

Notary
Seal
Public.

Sidney P. Townshend.

Notary Public.

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber W. F. W. No. 4, folios 93, etc. a land record book for Queen Anne's County.

Circuit
Court
Seal.

In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County this 13th. day of March A.D. 1918.

J. F. Rolph, Clerk Circuit Court
for Queen Anne's County.

On April the eighteenth, nineteen hundred and eighteen, the following Report Of Sale, was filed for record, to wit:-

William W. Beck,
Attorney.

vs.

Harry C. Walls and
Pearl Walls.

(
)
(
)
(
)
(
)
)

In the Circuit Court
for Queen Anne's County, Maryland.
In Equity. No.

To the Honorable, The Judges of said Court:-

The Report of William W. Beck, the Attorney named in the power in the mortgage from Harry C. Walls and Pearl Walls, his wife, to Phillip G. Wilmer, dated the 27th. day of September, 1913, and recorded in Liber W. F. W. No. 4, folio 93 etc., one of the Land Record Books for Queen Anne's County, Maryland, aforesaid, and a copy of said mortgage filed herewith respectfully shows:

That default having been made under said mortgage by the failure to pay the principal and interest when the same became due and payable, and the said Phillip G. Wilmer having authorized and directed the said William W. Beck, Attorney, to execute the power and make sale of the mortgaged real estate, and after giving twenty days notice of the time, place, manner and terms of sale, by publication in the Centreville Record, a newspaper published in Queen Anne's County aforesaid, once in four successive weeks prior to the day of sale, and having given Bond with security approved by the Clerk of this Court, the said William W. Beck, Attorney, did on Thursdaym the 11th. day of April, nineteen hundred and eighteen, at two o'clock P.M. in front of Bradley's Hotel in Crumpton, Queen Anne's County, Maryland, aforesaid, offer the mortgaged real estate at public sale, and then and there sold the same to Homer W. Chaffin and Carrie

B. Chaffin, his wife, as tenants by the entirety, at the price of forty-one hundred dollars (\$4100.00). The said property being situated on the public road leading from Chestertown to Millington, Queen Anne's County, Maryland, near the town of Crumpton, aforesaid, and which property was conveyed to the said Harry C. Walls by Julia A. Vansant, and husband, by deed dated the 31st. day of December, 1903, and recorded in Liber J.E.G. No. 6, folio 182 etc. one of the Land Record Books for Queen Anne's County, Maryland, aforesaid.

Respectfully submitted,

William W. Beck.

Attorney named in mortgage,

State of Maryland,

Kent County, to wit:

I hereby certify that on this 17th. day of April, 1918, before me the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared William W. Beck, and made oath in due form of law that the matters and facts stated in the foregoing Report are true to the best of his knowledge and belief, and that the same was fairly made.

Notary
Public
Seal.

Sidney P. Townshend.

Notary Public.

On July the first, nineteen hundred and eighteen the following Certificate of Publication of Advertisement of Sale was filed, to wit:-

Public Sale of Farm near Crumpton, Queen Anne's County, Md.

By virtue of the power contained in a mortgage from Harry C. Walls and Pearl Walls, his wife to Philip G. Wilmer, dated the 27th., day of September, 1913, and recorded among the Land Record Books of Queen Anne's County, in Liber W. F. W. No. 4, folio 93, etc. the undersigned attorney named in mortgage, will offer at public sale in front of Bradley's Hotel, in Crumpton, Queen Anne's County, Maryland on Thursday, April 11, 1918 at 2 o'clock P.M. the Walls Farm, situated near Crumpton, on the public road leading from Crumpton Lane to Millington, and adjoining the lands of Thomas Jefferson, Amos Everett and others and containing one hundred acres of land, more or less. It being the same property which was conveyed to the said Harry C. Walls by Julia A. Vansant and husband, by deed dated the 27th. day of September, 1913, and recorded among the Land Record Books for Queen Anne's County aforesaid. The improvements consist of a two-story frame dwelling containing six rooms and the necessary outbuildings, all in fair repair. The land is productive and the farm is conveniently located. Terms of Sale. The terms of sale are, one-third cash on day of sale and the balance in two equal installments in three and six months from day of sale, with security to be approved by the undersigned or all cash at the option of the purchaser. All deferred payments to bear interest from the day of sale and the title papers at the cost of the purchaser.

William W. Beck,

John J. Jester, Auctioneer.

Attorney named in mortgage.

This farm is sold with my consent and approval.

Pearl Walls.

The Centreville Record.

Centreville, Md. April 18, 1918.

The Centreville Record Publishing Co. hereby certified that the advertisement in the case of Wm. W. Beck, Atty. vs Harry C. Walls and wife, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 11 day of April, in the year 1918.

The Centreville Record Publishing Co..

By. Edwin H. Brown, Jr.

On April the eighteenth, ninetee hundred and eighteen, the following Order Nisi was filed, to wit:-

	<u>N I S I.</u>	
William W. Beck, Attorney	(	In The Circuit Court for
vs.	)	Queen Anne's County,
Harry C. Walls, and wife	(	In Equity.
	)	Chancery No. 2253.

ORDERED, this 18th. day of April A.D. 1918, that the sale of the real estate made and reported in this cause by William W. Beck, Attorney, be ratified and confirmed unless cause to the contrary be shown on or before the 21st. day of June next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 21st. day of May, next. The Report states the amount of sales to be \$4100.00

J. F. Rolph. Clerk.

Filed Apr. eighteenth, 1918.

The following Certificate of Publication of Order Nisi was filed for record on the second day of July, nineteen hundred and eighteen, to wit:-

Order Nisi.

William W. Beck, Attorney.	(	In the Circuit Court
vs.	)	for Queen Anne's County,
Harry C. Walls and wife.	(	In Equity.
	)	Chancery No. 2253.

ORDERED, this 18th. day of April, A.D. 1918, that the sale of the real estate made and reported in this cause by William W. Beck, Attorney, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21st, day of June next provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 21st. day of May next. The report states the amount of sales to be \$4100.

J. F. Rolph, Clerk.

True Copy-Test:

J. F. Rolph, Clerk.

Filed April 18th., 1918.

The Centreville Record.

Centreville, Md. July 1st., 1918.

The Centreville Record Publishing Co, hereby certifies that the Order Nisi in the case of William W. Beck, Atty, vs. Harry C. Walls and wife, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 21st. day of May, in the year 1918.

The Centreville Record Publishing Co.,

By E. M. Forman.

On November the fourth, in the year nineteen hundred and eighteen, the following Statement of Mortgage Indebtedness was filed, to wit:

William W. Beck,	(	In the Circuit Court
Attorney.)	
	(	for Queen Anne's County,
vs.)	
	(	in Equity.
Harry C. Walls)	
Pearl Walls	)	No.

Harry C. Walls and Pearl Walls,
To Phillip G. Wilmer, Dr.

1913. September 27th..	To amount of mortgaged indebtedness	\$2000.00
	To interest from Sept.17.,1917 to	
	April 11, 1918	<u>64.34</u>
	Total	\$2064.34

State of Maryland,

Kent County, to wit:

I hereby certify that on this 6th. day of July, 1918, before me the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid personally appeared Phillip G. Wilmer and made oath in due form of law that the above statement of mortgaged indebtedness is true and bona fide as therein set forth.

Notary
Public
Seal.

Sidney P. Townshend.
Notary Public.

On November the eighth, nineteen hundred and eighteen, the following Final Order of Ratification of Sale was filed, to wit:-

ORDERED this 8th. day of November, in the year nineteen hundred and eighteen, that the sale within reported by William W. Beck, Attorney named in mortgage, referred to in his said Report of Sale, be and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given in accordance with the preceeding Order of Ratification Nisi. The Attorney is allowed the

usual Chancery commissions, and for his expense, not personal, when vouchers thereof are filed.

Philemon B. Hopper.

Filed Nov. 8th., 1918.

The following Report and Account of the Auditor was filed on the twenty eighth day of January, nineteen hundred and nineteen, to wit:-

William W. Beck, Attorney.	(	In the Circuit Court for
vs.	)	Queen Anne's County, in Equity.
Harry C. Walls, Pearl Walls,	(	Chancery Docket, Cause No. 2253.
his wife.)	

To the Honorable, the Judges of said Court:-

The Report of Madison Brown, Auditor, unto Your Honors respectfully sets forth:-

That he has stated the within account by first charging William W. Beck, the Vendor making sale of the real estate sold in this cause with the gross proceeds of sale made by him, and then thereout allowing unto him his commissions for making said sale, per terms of mortgage, the cost of advertising the sale and the several orders nisi of the cause, the amount paid to auctioneer for crying sale and the cost of his bond; there is then allowed unto Philip G. Wilmer his mortgage claim in full. The balance remaining after these allowances is more than sufficient to pay said cost and the mortgage claim and is distributed in accordance with the statement of facts contained in the petition of Pearl Walls filed in this cause, that is to say: the widow of Harry C. Walls mortgagor is allowed a sum of money for her dower right in the net proceeds of sale, and the allowance is based on her age as set forth in said petition in accordance with the rule of this court governing such matters, and the remainder is then divided equally among the three heirs of the said mortgagor.

Respectfully submitted,

Madison Brown,

January 18., 1919.

Auditor.

Ordered this 17th. day of April, in the year nineteen hundred and nineteen, by the Circuit Court for Queen Anne's
The above two lines were written by mistake.

The Proceeds of the Sale of the Mortgaged Real estate of Harry C. Walls, mortgagor, in account with William W. Beck, Attorney named in mortgage to execute the power of sale therein contained, vendor.

=====

Cr.

1918.

April 11 By gross proceeds of sale per report of sale filed, to wit:

\$4,100.00

Dr.

April 11	To William W. Beck, Attorney, Vendor for his commissions for making said sale, to wit:		\$209.00	
"	do. for court costs of this cause, per statement of clerk, to wit:			
	J. F. Rolph, Clerk	\$26.00		
	Appear. fee of W. W. Beck	<u>10.00</u>	36.00	
"	do. for costs of advertising sale in Centreville Record, per bill		22.50	
"	do for amount paid to J.T.Jester, for crying sale, to wit:		5.00	
"	do for costs of advertising sale in Centreville Record, per bill for same, to wit:		3.75	
"	do for costs of advertising order nisi to be passed as to this account, to wit:		3.00	
"	do for costs of his bond with corporate surety thereon filed in this cause, to wit:		24.00	
"	Madison Brown, Auditor, for stating this account, to wit:		9.00	
"	Philip G. Wilmer, in full of his mortgage claim per statement of mortgage debt filed herein, to wit:	\$2,064.34		
"	Balance, to wit:		<u>1,723.41</u>	
			<u>\$4,100.00</u>	<u>\$4,100.00</u>

=====0=====

By balance, brought forward, to wit \$1,723.41

To Pearl Walls, the widow of Harry C. Walls, Mortgagor, in lieu of her dower in sale of land after payment of mortgage claim and costs, 1/7 of said balance, to wit:		\$ 246.20		
" balance, to wit:		<u>1477.21</u>		
		1,723.41		<u>\$1,723.41</u>

By balance brought down, to wit: \$1,477.21

To Edith B. Walls, infant, 1/3 of said balance, to wit:		492.41		
" Harriet R. Walls, infant, 1/3 of said balance, to wit:		492.40		
" Harry C. Walls, infant, 1/3 of said balance, to wit:		<u>492.40</u>		
		\$1,477.21		<u>\$1,477.21</u>

Madison Brown.

January 18., 1919.

Auditor.

And following the Report and Account of the Auditor on the same date was filed the foregoing Nisi Ratification of Audit, to wit:-

William W. Beck, Attorney.	(	In the Circuit Court for
vs.	(	Queen Anne's County,
Harry C. Walls, and wife.	(	in Equity .
	(	Case No. 2253.

ORDERED, this 28th. day of January, in the year nineteen hundred and nineteen, that the report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th. day of February, 1919; provided a copy of this order be published once a week in each of two successive weeks before the 17th day of February, 1919, in some newspaper printed and published in Queen Anne's County,

Filed 28th., Jany. 1919.

J. F. Rolph, Clerk.

On the seventeenth day of April, in the year nineteen hundred and nineteen, the following Certificate of Publication of Nisi Ratification of Audit was filed, to wit:-

Nisi Ratification of Audit.

William W. Beck, Attorney.	(	In the Circuit Court for
)	
vs.	(	Queen Anne's County, in Equity.
)	
Harry C. Walls and wife.	(	Case No. 2253.
)	

Ordered, this 28th. day of January, in the year nineteen hundred and nineteen that the report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th. day of February, 1919, provided a copy of this order be published once a week in each of two successive weeks before the 17th. day of February, 1919, in some newspaper printed and published in Queen Anne's County.

J. F. Rolph, Clerk.

True Copy-- Test:

J. F. Rolph, Clerk.

The Centreville Record.

Centreville, Md. April 17., 1919.

The Centreville Record Publishing Co, hereby certifies that the Nisi Ratification of Audit in the case of Wm. W. Beck, Atty. vs Harry C. Walls, and wife, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks. before the 17 day of Feb. in the year 1919.

The Centreville Record Publishing Co..

By Edwin H. Brown, Jr. Preisdent.

On April the nineteenth, nineteen hundred and nineteen the following Order Ratifying Audit was filed, to wit:-

Ordered this 17th. day of April, in the year nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County, in Equity, that the within Report and within Account of the Auditor, be and the same are hereby ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given in accordance with the ratification Nisi passed thereon.

The Trustee is allowed the usual commissions and his expenses, not personal, when proper vouchers are filed.

Lewin W. Wickes.

Filed Apr. 19th., 1919.

Q U E E N A N N E ' S C O U N T Y , T O W I T : Be it remembered that heretofore to wit, on the eleventh day of April, in the year nineteen hundred and eighteen, the following transcript of record from the Circuit Court for Baltimore County, was received for record, to wit:-

IN THE MATTER OF	:	IN THE CIRCUIT COURT
THE TRUST ESTATE OF	:	FOR
WILLIAM KENNEDY CARROLL	:	BALTIMORE COUNTY,
	:	IN EQUITY.

::::

IDA BELLE WALLER AND E. CLAY TIMANUS, ADMINISTRATORS C. T. A.

OF THE ESTATE OF MARGARET ALICE CARROLL, DECEASED,

IDA BELLE WALLER, NEE THOMPSON CLAIRVEAUX

CARROLL WALLER, AN INFANT, WILLIAM

KENNEDY WALLER, AN INFANT,

BOTH OF THEIR FATHER AND NEXT FRIEND CLARENCE CLAIRVEAUX

WALLER, DAVID HENRY CARROLL, COMPLAINANTS.

VERSUS

JAMES H. SMITH TRUSTEE. DEFENDANT.

To THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of your Orators, humbly complaining states:

1.

That heretofore, on or about the fifth day of February, 1886 this Honorable Court, in the above entitled cause, assumed jurisdiction over the administration of the trust estate created by a deed of trust, dated December 31st., 1884, from William Kennedy Carroll and Margaret Alice Carroll, his wife to James H. Smith and W. Frank Mitchell, Trustees, which said deed has been recorded among the Land Records of Baltimore County, Baltimore City, and Queen Anne's County, all in the State of Maryland, a certified copy of which has heretofore been filed in this cause, and prayed to be taken as part hereof.

2.

That W. Frank Mitchell one of the trustees named in said deed, never entered upon or performed any of the duties imposed upon him, and by an order of this Honorable Court, dated April 15, 1885, passed in this cause on the petition of said W. Frank Mitchell, he was released from the duties reposed in him and the said James H. Smith was recognized as the sole trustee and as such was directed to proceed with the administration of said trust.

3.

That the said James H. Smith filed his approved bond and entered upon the discharge of the duties imposed upon him, under the direction and control of this Honorable Court, and has continued to perform said duties and is now the active trustee herein.

4.

That by the terms of said deed of trust all of the estate and property mentioned therein was granted and conveyed unto the said James H. Smith and W. Frank Mitchell their successor, successors or assigns or survivor. In trust nevertheless and upon the following conditions and stipulations and for the following uses and purposes to wit: Firstly: For the payment of all just debts now due and owing by the said William Kennedy Carroll. Secondly: after the payment of the debts aforesaid and the expenses attending and execution of this trust together with such commissions to said trustees as are usually allowed and the payment to Margaret A. Carroll wife of the said William Kennedy Carroll during the life of him her husband of the sum of fifty dollars per month to pay to the said grantor the said William Kennedy Carroll the clear nett income and profits of said estate during his life. Thirdly: to take charge and possession of said property and estate and hold and manage the same and to collect the rents issues and profits thereof as well as all debts due to the said grantor and from time to time by direction of and with the consent of said William Kennedy Carroll to invest and re-invest said income or portions thereof and the better to enable the parties of the second part and the survivor of them to execute the powers hereby intended to be reposed in them the said William Kennedy Carroll doth hereby constitute and appoint and in his place and stead put and deput the said James H. Smith and W. Frank Mitchell to be the true and lawful attorneys irrevocable of him the said William Kennedy Carroll and in his name and otherwise to require demand and by all lawful means whatsoever recover collect and get into their hands all the estate property and credits hereby conveyed and assigned and full acquittance to give and in his name and stead to institute suit and to do all things in and about the management of his estate as if he were personally present and had the things himself done and executed with power to make sale of any portion or all of said property by public or private sale and to invest and re-invest the proceeds in their discretion to render unto the said William Kennedy Carroll monthly statements of their management of said estate and after the death of the said William Kennedy Carroll to pay out of the accrued income or if that is insufficient out of the body of the estate a sufficient sum to provide a suitable lot as a place of burial in some cemetery for the said grantor and his family and to provide suitable tombs to their graves and to provide for keeping the same in proper order and condition and then to pay the whole nett income to the said Margaret A. Carroll during her life and after her death the said trustees to make sale of all the property hereby conveyed or the balance thereof remaining unsold and to apply the proceeds thereof as also all monies in their hands belonging to said estate as follows: First to pay to Ida Belle Thompson niece of the said Margaret A. Carroll two thousand dollars (\$2000). Second to pay to David Henry Carroll son of the late William Henry Carroll the sum of one thousand dollars provided however they are living at that time. Third the residue if any to be paid to the Grand Lodge of Ancient Free and Accepted Masons of Maryland. Provided however if the said William Kennedy Carroll dies leaving a child children or descendents of children the whole of said balance or residue of said estate in the hands of said trustees to be paid to them absolutely and if more than one equally."

5.

That the said William Kennedy Carroll, departed this life on or about the 28th day of June, 1905, and that his widow, the said Margaret Alice Carroll, likewise departed this life on or about the 25th. day of August 1916, leaving a last will and testament, dated July 31st., 1915, which will was duly admitted to probate by the Orphan's Court of Somerset County, in the State of Maryland, on September 5th., 1916, and is of record in the office of the Register of Wills of said Somerset County, a duly certified copy thereof is herewith filed marked "Petitioners" Exhibit A" and prayed to be taken as part hereof.

6.

That Philemon B. Hopper and E. Clay Timanus, were appointed Executors under the will of said Margaret Alice Carroll, deceased, but it so happened that said Hopper and Timanus refusing to accept said appointment and renounced their said offices. And your Orators further allege that Letters of Administration C. T. A. have since been granted and committed unto the said E. Clay Timanus and Ida Belle Waller, upon the estate of said Margaret Alice Carroll, deceased, a certified copy of which is herewith filed marked "Petitioners" Exhibit B", and prayed to be taken as part hereof.

7.

That your Orators further allege that there never were any child or children born of the marriage of the said William Kennedy Carroll and Margaret Alice Carroll and consequently there are no descendants of any children.

8.

And your Orators further allege that the said Ida Belle Thompson, a beneficiary named in said deed of trust is one of the complainants Ida Belle Waller, she having intermarried with Clarence Clairveaux Waller, and is now of full legal age and resides in Somerset County, in the State of Maryland, and that the said David Henry Carroll, likewise named as a beneficiary therein, is also one of the complainants, and is of full legal age and resides in Baltimore City, in the State aforesaid.

9.

That letters of Administration as aforesaid had been granted to your Orators, E. Clay Timanus and Ida B. Waller, upon the estate of the said Margaret A. Carroll, they discovered that little, if anything, had ever been paid to the said Margaret A. Carroll, on account of said payment of \$50.00 per month, which were to be paid to her during the lifetime of the said William Kennedy Carroll, as provided by the aforesaid deed of trust and that there was due and owing to the estate of the said Margaret A. Carroll, on account of said monthly allowances and the interest accumulated and accrued thereon, a large sum of money, to wit: about \$20,000.00. whereupon they entered into negotiation with the Grand Lodge of Ancient Free and Accepted Masons of Maryland, the residue beneficiary under the aforesaid deed of trust, for the purpose of adjusting the said claim due the estate of the said Margaret A. Carroll, on account of the unpaid monthly installments aforesaid, that the said Grand Lodge of Ancient Free and Accepted Masons of Maryland, by way of compromise of said claim, and of all other differences between it and your Orators aforesaid, offer it to assign and convey all

of its interest in said trust estate to the said Ida Belle Waller, residuary legatee and devisee under the will of the said Margaret A. Carroll, at and for the sum of \$13,000.00, and your said Orators, deeming such settlement to be for the benefit and interest of the said estate of the said Margaret A. Carroll accepted said offer, and have accordingly paid to the said Grand Lodge of Ancient Free and Accepted Masons of Maryland the said sum of \$13,000.00 and the said Grand Lodge, by deed of assignment, dated the eleventh day of January 1917, and by a confirmatory deed, dated the twenty fifth day of January, 1917, certified copies of which said deeds are herewith filed, marked Exhibits C. and D. respectively, conveyed and assigned all of the interest of the said Grand Lodge in and to the property mentioned and described in said deed of trust, to Ida Belle Waller, of said Somerset County, for and during the full term of her natural life and no longer, and from and after her decease, then to all and every, her then surviving child or children and then surviving issue of her then deceased child or children, if any, to take among them, per stripes and not per capita, and in the event of the death of the said Ida Belle Waller without leaving surviving her any child or children, or descendants of any child or children, then to the heirs at law or administrators of C. T. A. of said Margaret A. Carroll, as by reference to said deed and confirmatory deed, will more fully appear, to the end that all said right, title and interest of the said Grand Lodge might inure to the benefit of the residuary legatees and devisees under the will of the said Margaret A. Carroll.

10.

That at the time of the deed and confirmatory deed of assignment aforesaid your orators E. Clay Timanus and Ida B. Waller, Administrators C.T.A. understood and believed that it was their duty as such Administrators, C. T. A. to turn over all the residue of the estate of the said Margaret A. Carroll, after the payment of the specific legacies, provided by her will aforesaid, to the said Ida B. Waller, to be held and used by her during the period of her natural life, and it was upon this belief and understanding that your said Orators advanced the said sum of \$13,000.00 to the said Grand Lodge of Ancient Free and Accepted Masons of Maryland, for the assignment and conveyance of its interest as aforesaid, under the said deed of trust, to the said Ida B. Waller, and other residuary legatees and devisees under the will of the said Margaret A. Carroll, your said Orators are now advised and believe that it was and is their duty as Executors to retain and invest, and keep invested all of the residue of the estate of the said Margaret A. Carroll and to pay the income therefrom to the said Ida B. Waller during the period of her natural life, and that the interest in said trust estate, so as aforesaid purchased from the said Grand Lodge of Ancient Free and Accepted Masons of Maryland, should be paid over by the Trustee under the said deed of trust to your Orators, the said E. Clay Timanus and Ida B. Waller, Administrators, C. T. A. upon the termination and settlement of said trust estate.

11.

That the only children now living of the said Ida B. Waller are the said Clairveaux Carroll Waller and William Kennedy Waller, both of whom are infants, under the age of twenty one years, unmarried, and reside with their parents in Somerset County, in the State aforesaid, and there are no descendants of any deceased child or children.

12.

That the said E. Clay Timanus, one of the Administrators C.T.A. of Margaret Alice Carroll is now alive, of full age and resides in Baltimore City aforesaid, and that Ida Belle Waller, the other Administrators C. T. A. of said deceased, is the same person as hereinbefore referred to as a beneficiary under said deed of trust and as life tenant assignee under the deeds aforesaid from the Grand Lodge of Ancient Free and Accepted masons of Maryland, and as hereinbefore stated, is of full legal age and resides in Somerset County, in the State aforesaid.

13.

That your Orators are advised and therefore allege that the time has now arrived under the terms of said deed of trust when the property so conveyed thereby or the balance thereof remaining unsold, shall be sold and the proceeds thereof, as also all monies in the hands of the trustee belonging to said estate paid over to and among the parties entitled thereto and in proportion to their respective interests therein.

14.

And your Orators are informed and therefore aver that James H. Smith, the trustee now acting under said deed of trust is well advanced in years and greatly impaired in health and by reason thereof is unable to actively further perform the duties devolving upon him and for that reason it would be to the benefit and advantage of said trust estate that a new trustee be appointed in his place and stead, and that the said James H. Smith is of full age and resides in Baltimore City, in the State aforesaid.

15.

That all of the persons who now have any interest whatsoever in the distribution and payment of the monies now belonging to said trust estate or of the proceeds arising from any sale or sales of the property now constituting the same are parties hereto, either as complainants or defendant.

Wherefore your Orators pray:-

- a That a new trustee may be appointed to carry out the provisions of said deed of trust, in the place and stead of James H. Smith, the present trustee.
- B. That the said James H. Smith, trustee aforesaid, may be required to state an account showing all money or other valuable things, had and received by him in and about the execution of his said trust, together with a statement of his disbursements thereof and to turn over to said new trustee, to be appointed, as aforesaid, all property belonging to said trust estate.
- C. That a sale or sales of the property now constituting this trust may be made by said new trustee, and the proceeds thereof distributed amongst the parties entitled thereto.
- D. And for such other and further relief as their case may require.

May it please your Honors to grant unto your Orators the writ of subpoena directed to the said James H. Smith, trustee an adult, residing in Baltimore City, in the State of Maryland, commanding him to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree

ed value can be had for any of the property at private sale, such a sale or sales may be reported to this Court, as provided by the terms of said Deed of Trust.

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 his proceedings relative thereto, with an annexed affidavit of the truth thereof and of the fairness of said sale, and on obtaining the Court's ratification of said sale or sales and upon the payment of the full purchase money (and not before) the said trustee shall by a good and sufficient deed to be executed, acknowledged and recorded at law, convey to the purchaser or purchasers his, her, or their heirs, personal representatives or assigns, the property and estate to him, her or them, sold free, clear and discharged from all claim of the parties hereto to Complainants and defendant and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit and such commissions to the said trustee, as this Court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust. And this Court reserves the right to require a larger bond from the trustee at any time should the sales reported seem to require it.

Frank L. Duncan.

We assent to the passage of the above decree.

Miles & Myers.
F. Howard Smith,
Solicitors for Complainants.

Wm. N. McFaul
Solicitor for Defendant.

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
TRUST ESTATE OF	:	FOR
WILLIAM KENNEDY CARROLL ..	:	BALTIMORE COUNTY,
	:	IN EQUITY.
	::::	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of E. Clay Timanus, Trustee heretofore appointed by this Honorable Court, and by its decree, passed on or about January 31st., 1918, directed to make sale of the property in the proceedings in said cause mentioned, respectfully shows:

1.

That having heretofore filed his approved bond, with security, for the faithful discharge of his trust, as prescribed by the terms of the deed of trust heretofore filed in this cause, and acting in pursuance of the power and authority conferred upon him by the terms of said deed and the decree aforesaid, he has sold, subject to the approval and ratification of this Honorable Court, at private sale to Mrs. Ida B. Waller, for the sum of twenty five thousand dollars cash, all that fee simple farm known as "Cedar Grove" situate in Queen Anne's County, in the State of Maryland, and containing three hundred and seventy five acres of land, more or less, and being the same tract which was conveyed to William Kennedy Carroll, the grantor in the deed of trust aforesaid by David

Carroll and wife, by deed dated April 25th., 1881, and recorded among the land records of said Queen Anne's County, in Liber J. W. # 12, folio 179 etc. to which deed reference is to be had for a full and accurate description by metes and bounds of the property so sold.

2.

Your Trustee further represents that this farm is improved by an old Colonial farm house of brick construction and a farm tenant house and the necessary barns and out-buildings, which improvements are much in need of necessary repairs and he believes and therefore avers, that the price of twenty five thousand dollars for which this farm and buildings have been sold, is a fair, just and reasonable one and would inure to the benefit and advantage of all the parties interested in the said trust and in his judgment, said price is greater than could be reasonably expected for said property if exposed to public auction and he, therefore recommends to the Court the ratification of this sale.

3.

Your Trustee further represents that the price for which said property is sold is equal to the highest amount at which said property was appraised in the testimony heretofore taken and filed in this cause.

Respectfully submitted,

E. Clay Timanus.

Trustee.

State of Maryland,

City of Baltimore, to wit;-

I hereby certify that on this 13th. day of February, 1918, before the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared E. Clay Timanus, Trustee in the foregoing Report of Sale and made oath in due form of law that the matters and things therein stated are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

As witness my hand and Notarial Seal.

(Notarial
(SEAL)

Wm. N. McPaul,

Notary Public.

FINAL ORDER OF RATIFICATION ON
REPORT OF SALE.

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
TRUST ESTATE OF	:	FOR
WILLIAM KENNEDY CARROLL.	:	BALTIMORE COUNTY,
	:	SITTING IN EQUITY.

ORDERED, by the Circuit Court for Baltimore County, this 20th. day of March, 1918. that the sale made by E. Clay Timanus Trustee for the sale of the Real estate described in the proceedings in the above entitled cause, and reported by said Trustee to this Court on the 15th. day of Febry, 1918, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order NISI passed in said cause, and that the Trustee be allowed the usual commissions and all proper expenses for which he shall pro-

duce vouchers to the Auditor.

Allan McLane.

State of Maryland,

Baltimore County, to wit:-

I hereby certify that the foregoing is a true copy taken from the Original Bill of Complaint filed March 9, 1917, Decree filed January 31, 1918, Report of Sale filed February 15, 1918, and Final Order of Ratification on Report of Sale filed March 20, 1918.

Circuit
Court for
Baltimore
County.
Seal.

In testimony where I hereunto set my hand and affix
the seal of the Circuit Court for Baltimore County,
this 26th. day of March A.D. 1918.

William P. Cole

Clerk of the Circuit Court for
Baltimore County.

QUEEN ANNE'S COUNTY, TO WIT:- Be it remembered that on the first day of March, in the year nineteen hundred and eighteen, the following Bill of Complaint was filed for record, to wit:-

In the Circuit Court for Queen Anne's County, in Equity.

George E. Wright,	Plaintiff.	(	Chancery
	against)	
		(	Docket
Arthur Wright,	Defendant.)	
		(	Cause No.

To the Honorable, the Judges of said Court:

Your orator, complaining, says:-

1. That heretofore a certain Adeline Wright, late of Queen Anne's County, State of Maryland, was, in her left time, seized and possessed of a certain lot or parcel of land situate, lying and being in the Seventh Election District of said county, in the settlement or village called or known as "Uniontown", adjoining the lands of J. H. Hynson and those of John Wilmer, and containing one acre of land, more or less, and being the same land granted and conveyed unto the Adeline Wright by the Male and Female Beneficial Association of Colored People of Uniontown, a body corporate, by deed dated on the fourth day of March, 1902, and recorded in Liber J. E. C. No.4, fols. 73 etc. a land record book of said county.

2. That being so seized and possessed thereof the said Adeline Wright departed this life intestate, leaving your orator, the said George E. Wright, and the defendant, Arthur Wright, her children, her only heirs at law.

3. That your orator and the said defendant are seized and possessed of said real estate as tenants in coparcenary in equal shares..

4. That the said defendant, Arthur Wright, is a non-resident of the State of Maryland.

5. That the land above described and mentioned cannot be divided among the parties entitled thereto and owning the same as set forth in the preceding paragraph, according to their respective interest therein, without loss or injury to the said parties.

6. That your orator is entitled to have the real estate above mentioned sold under a decree of this Honorable Court and a division had of the money arising from said sale among the parties entitled thereto according to their respective rights.

To the end, therefore:-

1. That a decree may be passed for the sale of the real estate above mentioned and described.

2. That the proceeds of sale to be made as above set forth may be distributed between your orator and the said Arthur Wright, the defendant, according to their respective interests therein.

3. That your orator may have such other and further relief as his case may require.

May it please your Honors to grant unto your orator the order of publication giving notice to the said Arthur Wright, who is a non-resident of the State of Maryland,

of the object and substance of this bill, and warning him to appear in this Court, in person or by solicitor, on or before some certain day to be named therein, to show cause, if any he has, why a decree ought not to pass as prayed.

And as in duty bound etc.

James T. Bright

Madison Brown.

Solicitors for plaintiff.

And on March the first, nineteen hundred and eighteen the following Order of Publication was filed for record, to wit:-

ORDER OF PUBLICATION.

George E. Wright,

versus

Arthur Wright.

In the Circuit Court
for Queen Anne's County,
in Equity.

Chancery Docket, Cause No.

The object of this suit is to procure a decree for the sale of the real estate of which Adeline Wright, late of said county, died, seized and possessed.

The bill states that Adeline Wright died seized and possessed of a lot of land in Uniontown, in the Seventh Election District of said county, adjoining the lands of J. H. Hynson and John Wilmer, and containing one acre of land more or less, and being the land granted unto her by deed dated March 4th., 1902, and recorded in Liber J.E.G. No.4, fol. 73 etc. a land record book of said county; that she died intestate; that she left surviving her as her only heirs at law two children, the said George E. Wright and Arthur Wright, plaintiff and defendant, who are now seized and possessed of said land in fee simple in equal parts; that said land cannot be divided among the said parties now owning the same according to their respective interests therein without loss or injury to them; that the defendant, Arthur Wright, is a non-resident of the State of Maryland that the plaintiff is entitled to have said land sold under a decree of this Court and a division had of the money arising from said sale among the said parties entitled thereto according to their respective rights, and the prayers of said bill are for such a decree and division of proceeds of sale.

It is thereupon, this first day of March, 1918, ordered by the Circuit Court for Queen Anne's County in Equity, that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County aforesaid, once in each of four successive weeks before the third day of April, 1918, give notice to the said absent defendant of the object and substance of this bill, warning him to appear in this court in person or by solicitor on or before the nineteenth day of April, next, to show cause, if any he has, why a decree ought not to pass as prayed.

J. F. Rolph, Clerk.

On April the eighteenth, nineteen hundred and eighteen, the following Certificate of Publication of the Order of Publication was filed, to wit:-

Order of Publication.

George E. Wright

vs.

Arthur Wright.

(In the Circuit Court for
) Queen Anne's County, in Equity,
) Chancery Docket, No. 2252.
)

The object of this suit is to procure a decree for the sale of the real estate of which Adeline Wright, late of said county, died, seized and possessed.

The Bill states: That said Adeline Wright died seized and possessed of a lot of land in Uniontown, in the Seventh Election District of said county, adjoining the lands of J. H. Hynson and John Wilmer and containing one acre of land more or less, and being the land granted unto her by deed dated March 4th., 1902, and recorded in Liber J. E. G. No. 4, folio 73 etc. a land record of said county, that she died intestate; that she left surviving her as her only heirs at law two children the said Geo. E. Wright and Arthur Wright, Plaintiff and Defendant, who are now seized and possessed of said land in fee simple in equal parts, that said land cannot be divided among said parties now owning the same according to their respective interests therein without loss or injury to them; that the defendant Arthur Wright is a non-resident of the State of Maryland; that the Plaintiff is entitled to have said land sold under a decree of this Court and a division had of the money arising from said sale among the said parties entitled thereto according to their respective rights and the prayers of said bill are for such a decree and division of proceeds of sale. It is thereupon, this first day of March, 1918, ordered by the Circuit Court for Queen Anne's County in Equity, that the Plaintiff by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County aforesaid once in each of four successive weeks before the third day of April, 1918 give notice to the said absent Defendant of the object and substance of this bill, warning him to appear in this Court in person or by solicitor on or before the nineteenth day of April next, to show cause if any he has, why a decree ought not to pass as prayed.

J. F. Rolph, Clerk.

The Centreville Record.

Centreville, Md. April 18, 1918.

The Centreville Record Publishing Co. hereby certifies that the order of publication in the case of George E. Wright vs. Arthur Wright, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (1st. insertion March 2nd., 1918) before the 3rd. day of April in the year 1918.

The Centreville Record Publishing Co.

By E.H. Brown, Jr. President.

Filed Apr. 18th., 1918.

On May the fourteenth, nineteen hundred and eighteen, the following Decree Pro Confesso was filed for record, to wit:-

In the Circuit Court for Queen Anne's County, in Equity.

George E. Wright,	Plaintiff	}	Chancery
vs.			Docket,
Arthur Wright,	Defendant.		Cause No. 2252.

The order of publication heretofore passed in the above entitled cause having been duly published, and the defendant, Arthur Wright, having failed to appear and answer the bill of complaint.

It is thereupon, on this fourteenth day of May, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, adjudged, ordered and decreed that the said Bill of complaint be and the same is hereby taken pro confesso against the said defendant. But because it does not certainly appear to what relief the plaintiff is entitled, it is further adjudged and ordered that one of the standing examiners of this Court take testimony to support the allegations of the bill.

Philemon B. Hopper.

On June the twenty second, in the year nineteen hundred and eighteen, the following Testimony was filed for record, to wit:-

George E. Wright,	}	In the Circuit Court for Queen
vs.		Anne's County, in Equity.
Arthur Wright		Cause # 2252.

To the Honorable, the Judges of said Court:

This Honorable Court having passed an order on the fourteenth day of May, in the year nineteen hundred and eighteen, granting leave for the taking of testimony in the above entitled cause, and the subscriber, one of the regular Examiners for this Court, having been notified by the Attorneys for the Plaintiff, of their desire to take testimony in said cause, did attend at my office in the town of Centreville, Queen Anne's County, State of Maryland, on eighteenth day of June, in the year nineteen hundred and eighteen, at the hour of twelve o'clock, noon, and in the presence of the Counsel for the Plaintiff, proceeded to take the following testimony, to wit:-

George E. Wright, the first witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:-

1st. Int. State your name, age, residence and occupation. Ans. My name is George E. Wright, I live in Wilmington, Delaware, I am 45 years old and am a laborer.

2nd. Int. Do you or not know the parties to this suit or any of them, and if so, how long have you known them? Ans. I am the Plaintiff in the case and Arthur Wright the defendant is my brother. I have known him all his life and he is about 35 years old.

3rd. Int. Were you or not acquainted with one Adeline Wright, late of Queen Anne's County, Maryland? If yea, state whether she is living or dea, and if dead when and where she died? Ans. I was acquainted with her. She was my mother and died in

Queen Anne's County, Md. at her residence, some five or six years ago.

4th., Int. Did or not she die seized and possessed of any real estate? If yea, describe same briefly as to location, of what it consists and its value. Ans. When she died she owned a house and lot in Uniontown, in the Seventh District of Queen Anne's County, Md. adjoining the lands of J. F. Hynson and John Wilmer, and contains about one acre of land, more or less. She bought this land from a colored lodge called Beneficial Association. It is worth about \$600 or \$700.

5th. Int. Did or not she leave a last will and testament and state who survived her, the said Adeline Wright, as her only heirs at law? Ans. She did not leave a will, She left as her heirs at law, two children, myself and my brother Arthur Wright.

6th., Int. State who now owns the real estate of which the said Adeline Wright died seized and possessed of? Ans. I own one half interest in it and my brother, if living owns the other half interest.

7th., Int. State whether or not, in your opinion, this real estate of the said Adeline Wright, and which is now owned by you and Arthur, can be divided among the parties entitled thereto, without martial loss and injury to them? State your reasons for your opinion. Ans. It can't be divided. The lot is too small. The house on the lot is in one corner of the lot and if it was divided one of us would have take land and no house and the other would get the house and but very little of the land. We will make more, if the house and lot is sold and the money divided.

8th., int. Where does the said Arthur Wright, your brother now reside? Ans. He dont live in the State of Maryland. He left the State of Maryland about twenty years ago, and it has been about nineteen years since we have heard from him. We dont know if he is living or dead. When I last saw him, we were both working at Noagara Falls, in New York State.

Examiner's Special.

Ans. I do not, except that I would like to say that my brother Arthur was never married that any of us ever knew of.

George Edward Wright.

There being no further witnesses to be examined at this time, but the Plaintiff, desiring further time for the production of evidence and adjournment was taken until Thursday, June 20, 1918, at the hour of twelve o'clock M.

Thursday, June 20, 1918.

At the hour of twelve o'clock M. the following testimony was taken. Mr, madison Brown, one of the attorneys for Plaintiff, being present.

Frisby Hynson, the next witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:

Inter.

No. 1. State your name, age, place of residence and occupation. Ans. My name is Frisby Hynson. I am 53 years old and live in Pondtown, near Crumpton, in Queen Anne's County, Maryland. I am a farmer.

Inter.

No. 2. Do you or not know the parties to this suit and if so, how long have you known them? Ans. I know both of the parties and have known them since they were born.

Inter.

No. 3. Were you or not acquainted with one Adeline Wright, late of Queen Anne's County, Maryland? If yea, state whether she is living or dead, and if dead, when and where she died? Ans. I knew her well, and from the time she was a young girl before she was grown up. She is dead, and died about six or eight years and she died at her home in Queen Anne's County.

Inter

No. 4. State, if you know, whom she left surviving her as her only heirs at law? Ans. She left two children, George Ed. Wright and Arthur Wright, the parties to this suit, as her only heirs at law. I dont know whether she left a will or not. I never heard of a will.

Inter

No. 5. Did she or not leave any real estate at the time of her death? If yea, describe the same briefly and give your idea of its value. Ans. She left about one acre of land, with a house on it, in Ewingtown, in the Seventh Election District of Queen Anne's County, Maryland, adjoining the land of John Wilmer and J. F. Hynson, a cousin of mine, It is worth about five hundred and fifty dollars. There is a nice house on it, and it is not old.

Inter

No. 6. State who now own the land you have dexcribed, and whether or not it can divid- ed between the parties owning the same without loss or injury to _hem. Ans. It is now owned by the two children of Adeline Wright. I do not see how it can be divided without loss to the parties. The land is so small in quantity, and to divide it would be to give one all house and no land and the other all land no house. The house is worth more than the land. The house could not be built today for less than five hundred dollars. I think both would be injured, if divided. I must say a division cannot be made at all.

Inter.

No. 6. Do you where Arthur Wright, the defendant now lives? Ans. I do not, I know he left the State of Maryland many years ago, and he has not been heard of since. I knew him since he was a boy, and have often inquired for him, but no one known anything of him. He went away about 19 years ago. He may be dead for all I know.

Examiner's Special.

his

Frisby ^X Hynson.
mark.

There being no further witnesses to be examined, and further time for the production of evidence not being desired, your Examiner herewith respectfully makes his Return, and certifies that he was engaged as such Examiner two days, and examined two witnesses, making costs chargeable to Plaintiff as follows:

Chas. E. Tucker	Examiner	\$8.00
Geo. E. Wright,	witness	.75
Frisby Hynson	"	.75
		<u>9.50</u>

Chas. E. Tucker.

Examiner.

The following Decree was filed for record, to wit: on the second day of August, in the year nineteen hundred and eighteen.

In the Circuit Court for Queen Anne's County, in Equity.

George E. Wright	)	Chancery
)	
against	)	Docket
)	
Arthur Wright	)	Cause NO. 2252.

The above cause standing ready for hearing, and being submitted without argument, the bill of complaint, the testimony and all the other proceedings were read and considered. It is thereupon, this first day of August, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, ADJUDGED, ORDER AND DECREED that the real estate mentioned in the proceedings of said cause be sold for the purpose of partition between the parties. That James T. Bright and Madison Brown be and they are hereby appointed Trustees to make said sale, and the course and manner of their proceedings shall be as follows, they shall first file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, executed by themselves, with a surety or sureties to be approved by this Court, or the said Clerk in the penalty of one thousand dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future decree of order in the premises; they shall then proceed to make the said sale, having given at least three weeks previous notice by advertisement inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as they shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: One-third of the purchase money to be paid in cash on the day of sale and the balance thereof to be paid in two equal installments payable one and two years respectively from the day of sale, or all cash, on the day of sale at the option of the purchaser, all deferred payments to bear interest from the day of sale and to be secured by the notes of the purchaser with surety or sureties thereon to be approved by the said trustees; a cash deposit of a sum of money equal to one-third of the purchase money to be required of the purchaser at the time of the sale. And as soon as may be convenient after any such sale or sales, the said Trustees 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 said sale or sales, annexed; and on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money, (and not before) the trustees, 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 theirs, the property property and estate to him, her or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them. And the said Trustees shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity where they shall appear to have discharged their trust.

Filed Aug. 2nd. , 1918.

Philemon B. Hopper.

On August the twenty seventh, in the year nineteen hundred and eighteen, the following Bond was filed for record, to wit:-

State of Maryland, Sct.:-

KNOW ALL MEN BY THESE PRESENTS, that, we, James T. Bright, Madison Brown, Mamie S. Bright and Delha D. Brown, of Queen Anne's County, in the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of one thousand dollars, lawful money of the United States of American, to be paid to the said State of Maryland, or to 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, jointly and severally, firmly by these presents.

Sealed with our seals and dated this twenty fourth day of August, in the year nineteen hundred and eighteen. WHEREAS, by a decree of the Circuit Court for Queen Anne's County, sitting a Court of Equity, bearing date on the first day of August, in the year nineteen hundred and eighteen, and passed in a cause in said court wherein George E. Wright is the plaintiff, and Arthur Wright is the defendant, and numbered 2252 on the Chancery Docket of said Court, the above bounded James T. Bright and Madison Brown have been appointed trustees 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 bound James T. Bright and Madison Brown, do, and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them 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 the presence of

Delha D. Brown.

James T. Bright (SEAL)

Madison Brown (SEAL)

Mamie S. Bright (SEAL)

Delha D. Brown (SEAL)

And on the back of the foregoing Bond was thus endorsed, to wit:-

Security approved and Bond filed Aug. 27th., 1918 at 10 ock. A.M.

J. F. Rolph, Clerk.

On August the twenty ninth, in the year nineteen hundred and eighteen, the following Report of Sale was filed for record, to wit:-

In the Circuit Court for Queen Anne's County in Equity.

George E. Wright, Plaintiff.

vs.

Arthur Wright, Defendant.

(Chancery Docket,

) Cause No .

(2252.

To the Honorable, the Judges of said Court:-

The Report of James T. Bright and Madison Brown, trustees appointed by the decree in this cause to make sale of certain real estate therein mentioned, shows:

That after giving bond for the faithful discharge of their trust, with sureties thereon which were duly approved by the Clerk of this Court, as required by said decree, and after giving notice of the time, place, manner and terms of sale in a newspaper published in Queen Anne's County aforesaid, for more than three successive weeks before the twenty seventh day of August, in the year nineteen hundred and eighteen, and by handbills extensively circulated throughout the neighborhood of said real estate, they did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, in said county, on Tuesday, the twenty seventh day of August, nineteen hundred and eighteen, at one o'clock P.M. and then and there proceeded to make sale of said real estate in the following manner, to wit: Your trustees offered at public sale to the highest bidder all that lot of land called or known as "The Adeline Wright Property", "The Daniel Wright Property", situated, lying and being in the Seventh Election District of said county, adjoining the lands of J. H. Hynson and John Wilmer, and containing one-half acre of land, more or less (and not one acre of land, more or less, as stated in said advertisement) and being the same land described in a deed to Adeline Wright mentioned in the proceedings of said cause from the Male and Female Beneficial Association of Uniontown, bearing date on the fourth day of March, nineteen hundred and two, and recorded in Liber J. E. G. No. 4, fols. 73 etc. a land record book of said county, and then and there sold the same unto B. Hackett Turner, of said county, he being then and there the highest bidder therefor, at and for the sum of three hundred and eighty dollars (\$380.00); said purchaser has as yet not complied with the terms of sale. A copy of said advertisement is filed with this report as part hereof.

Which is respectfully submitted.

James T. Bright.
 Madison Brown,
 Trustees.

State of Maryland.

Queen Anne's County, to wit:-

I hereby certify that on this twenty eighth day of August, nineteen hundred and eighteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared James T. Bright and Madison Brown, the within named trustees, and they did each make oath in due form of law that the matters and things stated in the foregoing report are true to the best of their knowledge and belief, and that said sale was fairly made.

J. F. Rolph,
 Clerk of the Circuit Court
 for Queen Anne's County.

The following Order Nisi was on the twenty ninth day of August, nineteen hundred and eighteen, filed for record, to wit:-

George E. Wright	(	In the Circuit Court for
vs.	)	Queen Anne's County, in Equity.
Arthur Wright	(	Chancery No. 2252.
)	

ORDERED, This 29th. day of August, A. D. 1918, that the sale of the real estate made and reported in this cause by James T. Bright and Madison Brown be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 31st. day of October, next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th day of September, next.

The Report stated the amount of sales to be \$380.00

J. F. Rolph, Clerk.

True copy, test:

J. F. Rolph, Clerk.

Filed Aug. 29th., 1918.

On August the twenty ninth, nineteen hundred and eighteen the following Certificate of Publication of Advertisement of Sale was filed for record, to wit:-

Trustees' Sale of house and lot in Ewingtown, 7th. District, Queen Anne's County Maryland.

By virtue of a decree of the Circuit Court of Queen Anne's County in Equity passed in a case between George E. Wright and Arthur Wright, the undersigned as trustees named in said decree will sell at public sale to the highest bidder in front of the Court house door, in the town of Centreville, in Queen Anne's County, Maryland, on Tuesday, Aug. 27th., 1918, at 1 o'clock P.M. all that lot of land known as "Adeline Wright Property", "Daniel Wright Property", in Ewingtown or Uniontown, in Seventh District of Queen Anne's County, adjoining lands of J. H. Hynson and John Wilmer and containing one acre of land more or less. Improvements consist of a two story Frame dwelling comparatively new and in nice condition and outbuildings. Terms of sale. One-third of the purchase money incash at time of sale, and balance in two equal installments payable one and two years from day of sale, with interest from day of sale, or all cash on day of sale at option of purchaser. Deferred payments to be secured by notes of purchaser with sureties to be approved by undersigned.

James T. Bright
Madison Brown,
Trustees.
Centreville, Maryland.

The Centreville Record.

Centreville, Md. Aug. 29th., 1918.

The Centreville Record Publishing Co, hereby certifies that the the advertisement in the case of George E. Wright vs. Arthur Wright, in the Circuit Court for Queen Anne's County, in Equity, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for three successive weeks making four insertions before the 27th., day of August, in the year 1918.

The Centreville Record Publishing Co.,

By E. M. Forman,
Associate Editor.

And on the twenty seventh day of December, nineteen hundred and eighteen, the following Certificate of Publication of Order Nisi was filed, to wit:-

NISI.

George E. Wright	(	In the Circuit Court for
vs.	)	Queen Anne's County, in Equity.
Arthur Wright	(	Chancery No. 2252.

Ordered, this 29th. day of August, A.D. 1918, that the sale of the real estate made and reported in this cause by James T. Bright and Madison Brown, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 31st. day of October next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 30th. day of September next.

The Report states the amount of sales to be \$380.00

J. F. Rolph, Clerk.
True copy, Test:
J. F. Rolph, Clerk.

Filed August 29th., 1918.

The Centreville Record.

Centreville, Md. Dec. 27., 1918.

The Centreville Record Publishing Co. hereby certified that the Order Nisi in the case of George E. Wright vs. Arthur Wright, Chancery 2252, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (1st. Aug. 31, 1918) before the 30 day of September, in the year 1918.

The Centreville Record Publishing Co.

By E. H. Brown, Jr. President.

On December the thirtieth, in the year nineteen hundred and eighteen, the following Order Ratifying the Sale was filed for record, to wit:-

George E. Wright	(	In the Circuit Court for
vs.	)	Queen Anne's County, in Equity.
Arthur Wright	(	Chancery Docket, Cause No. 2252.

Ordered, this thirtieth day of December, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County in Equity, and by the authority thereof, that the sale of the real estate made by James T. Bright and madison Brown, the Trustees named in the decree filed in the above cause, and set forth in the report of sale above mentioned, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given in accordance with the order nisi passed August 29, 1918, in relation to said sale. The said Trustees are hereby allowed all expenses of said sale not personal and the usual commissions. The papers of said cause are hereby referred to Madison B. Bordley as Special Auditor with

instructions to state an audit or account between the proceeds of said sale and said Trustees.

Philemon B. Hopper.

Filed December, 30th., 1918.

he has received no part, parcel security or satisfaction for the same to the best of his knowledge and belief.

In testimony whereof I hereunto subscribe my had and affix my seal notarial the day and year last hereinbefore written.

Notary
Public
Seal.

Washington Irving Tuttle.

Notary Public.

Filed Apr. 17th., 1918,
Filed May 14., 1918
C. E. Tucker, Examiner.

Apr. 16/18.
Examined and entered on Docket
of claims and will be allowed
when paid, per order of Court.
William T. Bishop, Register of
Wills for Queen Anne's County.

\$1500.00

Queenstown Post Office. Aug. 16, 1917.

\$1500.00

One month after date, we jointly and severally promise to pay to

THE QUEENSTOWN BANK OF MARYLAND.

or its order the sum of Fifteen Hundred Dollars. At the Queenstown Bank of Maryland, and all costs and ten per centum commissions for collecting the same, and I, we or either of us, whether makers, securities or endorsers hereby confess judgment, to be entered by the proper official, at any time after maturity for the amount then due hereunder, with all exemption waived.

Embert & Friel.

S. E. W. Friel

No. 10425 Due Sept. 16/17.
Filed Apr. 17th., 1918.

Chas. S. Embert.

On the back of the foregoing note was thus endorsed, to wit:-

The Queenstown Bank of Maryland hereby transfers and assigns the within note to Samuel E. W. Friel, who has paid the same this day.

Queenstown Bank.

Queenstown, Md.

W. I. Tuttle, Jr.

Exhibit No. 1. Filed May 14/1918.
C. E. Tucker, Examiner.

Along with the foregoing Bill of Complaint was the following Exhibit No.2:

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

I, William T. Bishop, Register of Wills in and for Queen Anne's County, State of Maryland, and by law keeper of the Seal and of the Records, and of the original papers of the Orphans' Court for Queen Anne's County, do hereby certify that it appears from the records in said court that on the thirtieth day of October, A. D. nineteen hundred and seventeen, Letters of Administration of all and singular the goods, chattels, credits, and personal estate of Charles S. Embert, late of Queen Anne's County, deceased, were granted and committed unto John L. Rhodes, of Queen Anne's County, aforesaid, after he, had entered into bond with approved security for the due performance thereof, according to law, and after he had taken the oath by law required of him. In testimony whereof, I William T. Bishop, Register of Wills

for Queen Anne's County aforesaid, do hereunto set my hand and affix the seal of the Orphan's Court of Queen Anne's County, this seventeenth day of April, nineteen hundred and eighteen.

Orphans'
Court
Seal

William T. Bishop.

Register of Wills for Queen Anne's County.

"Exhibit No.3".

A true and perfect inventory of all and singular the goods, chattels and personal estate of Charles S. Embert, late of Queen Anne's County, deceased, appraised by the subscribers, J. F. Boyles and J. F. Shortall, jointly, we having first been legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise, and certificate thereon hereto annexed.

Personal effects of Charles S. Embert, deceased as appraised:

One share of Bank Stock in the Queenstown Bank of Maryland	\$75.00
Two shares in the Queenstown Electric Light and Power Company Inc., @ \$10.00 per share	20.00
One Bay Mare	80.00
One Bay Colt	50.00
One Bay Colt	40.00
One York Carriage	20.00
One Set Carriage Harness	5.00
One Blanket	1.00
One horse collar	1.00
Odds and ends, harness, etc.	1.00
One Fork	.50
	<u>\$293.50</u>

We, the subscribers, do certify that the foregoing is a just and true inventory and valuation of all and singular the goods, chattels and personal estate of the said Charles S. Embert, deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness our hands and seals this sixth day of November, in the year of our Lord one thousand nine hundred and seventeen.

James F. Boyles (SEAL) ()
J. Fred Shortall (SEAL) () Appraisers.

Queen Anne's County, to wit:-

On this seventh day of November, 1917, came John L. Rhodes, Administrator of Charles S. Embert, deceased, and made oath in due form of law, that the annexed and foregoing is a true and perfect inventory of the Goods, Chattels and Personal estate of Charles S. Embert, deceased, so far as the same had come to his hands and possession at the time of the making thereof; that what has since or shall hereafter come to his hands and possession he will return in an additional inventory, that he known of no concealment of any part or parcel of said deceased's estate by any person whatever, and that should he hereafter hear of any concealment or suspicion of concealment, he will acquaint the Orphan's Court therewith, that it may be inquired into according to law.

Certified per William T. Bishop.

Register of Wills.

IN THE ORPHANS' COURT FOR QUEEN ANNE'S COUNTY:

On the seventh day of November, 1917. the foregoing Inventory was duly examined and passed by the Court, and same ordered to be received, filed and recorded.

William T. Bishop.

Register of Wills.

State of Maryland, Queen Anne's County, to wit:-

I, William T. Bishop, Register of Wills for Queen Anne's County, in the State of Maryland, and by law keeper of the original papers and of the records and of the seal of the Orphan's Court for Queen Anne's County aforesaid, do hereby certify, that the within and foregoing is a true copy of the Inventory of the goods, chattels and personal estate of Charles S. Embert, late of Queen Anne's County aforesaid, deceased, as filed in the Orphan's Court for Queen Anne's County aforesaid, and now of record in Liber R.W.T. No.2, folios 457 etc. a Record Book of Inventories in said Court.

In testimony whereof, I have hereunto subscribed my name and the seal of my office affixed on this seventeenth day of April, in the year nineteen hundred and eighteen.

William T. Bishop.

Register of Wills for Queen Anne's County.

Orphan's
Court
Seal.

"Exhibit No.4."

In the Matter of the Administration
of the Estate of Charles S. Embert, late
of Queen Anne's County, Maryland, deceased.

¶
¶
¶

In the Orphans' Court
for
Queen Anne's County.

STATE OF MARYLAND. QUEEN ANNE'S COUNTY, TO WIT:

An Account of the Sales of the personal property of Charles S. Embert, late of Queen Anne's County, Maryland, deceased, made by John L. Rhodes, Administrator of said Charles S. Embert, deceased, in pursuance of the Order of the Orphan's Court for Queen Anne's County passed in said estate on November 7th., 1917.

Items of Property as returned in Inventory	Appraised value.	Names of Purchasers.	Amount sold for.
One share of the capital stock of the Queenstown Bank of Maryland.	\$75.00	George E. Lane	\$77.50
Two shares of the capital stock of the Queenstown Electric Light and Power Company	20.00	W. W. Story	2.25
One Bay Mare,	80.00	Bernard Embert	70.00
One Bay Colt	50.00	Charles E. Shawn	45.00
One Bay Colt	40.00	Charles E. Shawn	38.00
One York Carriage	20.00	Bernard Embert	35.00
One Set Carriage harness	5.00	Bernard Embert	5.00

One Blanket	\$1.00	Samuel C. Chance	\$2.65
One horse Collar	1.00	Alex. Tilghman	1.05
Odds and ends of Harness etc.	1.00	Howard Shortall	1.00
One Fork	.50	Bernard Embert,	.60
One Blanket		Bernard Embert	.50
One Box Junk		Howard Shortall	.45
		John Hammond	.25
3 whips		Bernard Embert	.35
		John Wesson	.10
	<hr/>		<hr/>
Total amount of inventory	\$293.50	Total amount of Sales	\$279.80
		Amount of loss on sales	<u>13.70</u>
			\$293.50

To the Honorable, the judges of the Orphans' Court for Queen Anne's County:-

The undersigned, John L. Rhodes, Administrator of Charles S. Embert, late of Queen Anne's County, Maryland, deceased, hereby returns to the Orphans' Court for Queen Anne's County the foregoing Account of Sales which contains a full and particular account of the personal property of said deceased which has been sold by him in pursuance of and in accordance with the order of said Court passed in this estate on November 7th. 1917.

Respectfully submitted,

John L. Rhodes.
Administrator of Charles S. Embert, late
of Queen Anne's County, Maryland, deceased.

STATE OF MARYLAND. QUEEN ANNE'S COUNTY, TO WIT:

I hereby certify that on this fourth day of December, in the year nineteen hundred and seventeen, before me, the subscriber, the Register of Wills for Queen Anne's County, Maryland, personally appeared John L. Rhodes, Administrator of Charles S. Embert, late of Queen Anne's County, Maryland, deceased, and made oath in due form of law that the foregoing Account of Sales is just and true as stated therein to the best of his knowledge and belief, and that said sales were fairly made.

William T. Bishop.
Register of Wills for Queen
Anne's County, Maryland.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:-

In the Orphans' Court for Queen Anne's County:

ORDERED, this fourth day of December, in the year nineteen hundred and seventeen, by the Orphans' Court that the foregoing Account of Sales made by John L. Rhodes, Administrator of Charles S. Embert, late of Queen Anne's County, deceased, and returned by him to this Court, be received, filed and recorded, the same having been examined and approved by this Court, and that the sales therein reported be and the same are hereby ratified and confirmed. And it is further ORDERED that the said John L. Rhodes, Administrator as aforesaid, be and he is hereby authorized, empowered and directed to transfer and assign to George E. Lane, the one share of the capital stock of the Queenstown Bank of Maryland now standing in the name of said Charles S. Embert on the books of said Bank and reported in said Account of Sales to have been sold to the said George E. Lane, and is authorized, empowered and directed to assign and transfer to W. W. Story the two

shares of the capital stock of the Queenstown Electric Light and Power Company now standing in the name of said Charles S. Embert on the books of said Company and reported in said Account of Sales to have been sold to the said W. W. Story.

W. Hopper Gibson

Harry Clark.

Place of Court Seal.

William H. Welch
Judges of the Orphans' Court
for Queen Anne's County.

STATE OF MARYLAND.

QUEEN ANNE'S COUNTY, TO WIT:

I, William T. Bishop, Register of Wills for Queen Anne's County, in the State of Maryland, and by law keeper of the Records and of the original papers and of the Seal of the Orphans' Court for said County, do hereby certify that the within and foregoing is a true copy of the Account of Sales in the estate of Charles S. Embert, late of Queen Annes' County, Maryland, deceased, as the same appears from the records in Liber R.W.T. No.1, folios 251, a record book of sales in said Court.

Orphans'
Court
Seal.

In testimony whereof I have hereunto subscribed my name and the seal of my said office affixed this seventeenth day of April, in the year nineteen hundred and eighteen.

William T. Bishop.

Register of Wills for Queen Anne's County.

The subpoenas prayed for in the foregoing Bill of Complaint were issued, served and returned, and are as follows, to wit:

Subpoena.

Queen Anne's County, to wit:

Circuit
Court
Seal

The State of Maryland.

To Margaret L. Embert.

Of Queen Anne's County, Greeting:-

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the First Monday of May, next, to answer the complaint of S. E. W. Friel against you in said Court exhibited.. Hereof fail not, as you will answer the contrary at your peril.

witness, The Honorable Albert Constable, Chief Judge of our said Court, the first Monday of April, 1918. Issued the 17th., day of April, in the year 1918.

J. F. Rolph, Clerk.

On the back of the foregoing subpoena was thus endorsed, to wit:

Summoned, S. E. Spry, Sheriff, April 20th., 1918- Filed May 6th., 1918.

Subpoena.

Circuit
Court
Seal.

Queen Anne's County, to wit:

The State of Maryland.

To John L. Rhodes, Administrator of Charles S. Embert, deceased.

OF Queen Anne's County, Greeting:-

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the 1st. Monday of may next, to answer the complaint of S. E. W. Friel against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, The Honorable Albert Constable, Chief Judge of our said Court, the 1st. Monday of April, 1918. Issued the 17th., day of April, in the year 1918.

J. F. Rolph, Clerk.

On the back of the foregoing Subpoena was thus endorsed, to wit:-

Summoned, S. E. Spry, Sheriff. April 20th., 1918. Filed May 6th., 1918.

Subpoena.

Queen Anne's County, to wit:-

Circuit
Court
Seal.

The State of Maryland.

To Paul Sylvester Embert, Infant.

OF Queen Anne's County, Greeting:-

YOU are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the 1st Monday of may, next, to answer the complaint of S. E. W. Friel against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, The Honorable Albert Constable, Chief Judge of our said Court the 1st. Monday of April, 1918. Issued the 17th. day of April, in the year 1918.

J. F. Rolph, Clerk.

On the back of the foregoing Subpoena was thus endorsed, to wit:-

I hereby certify that the writ was served upon Paul Sylvester Embert, Infant defendant, by reading said writ to him in the presence of John L. Rhodes, the legal Guardian of the said Paul Sylvester Embert, and a copy of said writ left with the said John L. Rhodes, Guardian as aforesaid this twentieth day of April, in the year nineteen hundred and eighteen.

S. E. Spry, Sheriff.
Sheriff of Queen Anne's County.

Filed may 6th., 1918.

On May the seventh, nineteen hundred and eighteen the following Petition for appointment of a guardian ad litem for infant defendant, was filed for record, to wit:

In the Circuit Court for Queen Anne's County in Equity.

Samuel E. W. Friel, Plaintiff

vs.

Margaret L. Embert, et al. Defendants.

(Chancery Docket,
)
(Cause No.
)
(2258.

To the Honorable, the Judges of said Court:

The petition of Samuel E. W. Friel, the plaintiff in the above cause, unto Your Honors respectfully shows:

1. That Paul Sylvester Embert, the infant defendant of this cause, has been returned summoned, as will appear by the Sheriff's return of the writ of subpoena directed against the said infant defendant filed herein showing due service of said writ, upon said infant.
2. That the said Paul Sylvester Embert has a legal guardian within the jurisdiction of this Court in the person of John L. Rhodes, but that the said John L. Rhodes is a party defendant in this cause, in his capacity as administrator of Charles S. Embert, deceased, and that it is necessary that a guardian ad litem for the said infant defendant, Paul Sylvester Embert, be appointed by this Honorable Court to appear, answer and defend this suit and bill of complaint for and on behalf of said infant defendant.
3. Your petitioned therefore prays this Honorable Court to appoint some suitable person residing in Queen Anne's County, State of Maryland, guardian ad litem for said infant defendant, to appear and file an answer to the bill of complaint filed against said infant defendant and others in this cause exhibited, and to defend said suit and bill of complaint for and in behalf of said infant defendant.

And as in duty bound etc..

Madison Brown

Solicitor for Petitioner.

I, John L. Rhodes, the legal guardian of the said Paul Sylvester Embert, infant defendant, in this cause, do hereby admit the matters and things stated in the foregoing petition, and do hereby unite with the petitioner, Samuel E. W. Friel, in the request that a guardian ad litem be appointed by this Honorable Court to appear, file an answer and defend the said suit and the bill of complaint for and in behalf of the said infant defendant Paul Sylvester Embert.

John L. Rhodes.

Legal Guardian for Paul Sylvester Embert.

The foregoing petition having been read and considered, it is this seventh day of May, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County in Equity, and by the authority thereof, ORDERED, that James McK. Tilgman, of Queen Anne's County aforesaid, be and he is hereby appointed Guardian ad Litem for Paul Sylvester Embert, the infant defendant named in the foregoing petition, to appear, answer and defend for and in behalf of said infant defendant, this suit and the bill of complaint therein exhibited against said infant defendant and others.

Philemon B. Hopper.

Filed May 7th., 1918.

The Answer of Margaret L. Embert being filed on May the seventh, nineteen hundred and eighteen, is as follows, to wit:

Samuel E. W. Friel,

vs.

Margaret L. Embert
Paul Sylvester Embert
infant, and John L. Rhodes,
Administrator of Charles S.
Embert, deceased.

(In the Circuit Court
(for Queen Anne's County,
(in Equity.
(Cause No. 2258.
(

To the Honorable, the Judges of said Court:-

The Answer of Margaret L. Embert, one of the defendants in the above cause, to the Bill of Complaint of Samuel E. W. Friel against her and others in this Court exhibited. This defendant, answering, says:-

That she admits the several matters and facts stated and charged in said Bill of Complaint to be true as therein set forth, and consents to the passage of such decree in the premises as my be right.

And as in duty bound, etc..

Margaret L. Embert.

J. Frank Harper.

Defendant.

Solicitor for Margaret
L. Embert, Defendant.

And on the above mentioned date, to wit: May the seventh, nineteen hundred and eighteen, the following answer of John L. Rhodes, Administrator of Charles S. Embert deceased, was filed for record:

Samuel E. W. Friel,

vs.

Margaret L. Embert,
Paul Sylvester Embert,
Infant, and John L.
Rhodes, Administrator of
Charles S. Embert, deceased.

(In the Circuit Court
(for Queen Anne's County
(in Equity.
(Cause No. 2258
(

To The Honorable, the Judges of said Court;-

The Answer of John L. Rhodes, Administrator of Charles S. Embert, deceased, one of the defendants in the above cause, to the Bill of Complaint of Samuel E. W. Friel against him and others in this Court exhibited. This defendant, answering, says:-

That he admits the several matters and facts stated and charged in said Bill of Complaint to be true as therein set forth, and consents to the passage of such decree in the premises as may be right.

And as in duty bound, etc..

John L. Rhodes,

Administrator of Charles S.
Embert, deceased, Defendant.

J. Frank Harper.

Solicitor for John L. Rhodes,
Administrator of Charles S.
Embert, deceased. Defendant.

The following Answer of Paul Sylvester Embert, by James McK. Tighman, his Guardian Ad Litem was on the ninth day of May, nineteen hundred and eighteen filed for

record, to wit:-

In the Circuit Court for Queen Anne's County in Equity.

Samuel E. W. Friel,	Plaintiff,	(	Chancery Cause
)	
vs.		(	Docket No. 2258
)	
Margaret L. Embert, et al,	Defendant.	(

To the Honorable, the Judges of said Court:

The Answer of Paul Sylvester Embert, the infant defendant in this cause, by James McK. Tilghman, guardian ad litem duly appointed by the order of this court, to the Bill of Complaint of Samuel E. W. Friel against said infant defendant and others in this cause exhibited.

This defendant, being an infant under the age of twenty one years, cannot admit any of the matters and things in said bill of complaint alleged, and submits his rights thereunder to the protection of this Honorable Court.

And as in duty bound etc..

J. McK. Tilghman.
Guardian Ad Litem for
Paul Sylvester Embert.

On May the ninth, in the year nineteen hundred and eighteen the following Replication was filed, to wit:-

In the Circuit Court for Queen Anne's County in Equity.

Samuel E. W. Friel,	Plaintiff.	{	Chancery Docket
)	
vs.		(	Cause No.
)	
Margaret L. Embert, et al.,	Defendant.	(	2258.

To the Honorable, the Judges of said Court:-

Samuel E. W. Friel, the plaintiff, by Madison Brown, his attorney, for replication to the answers of Margaret L. Embert, Paul Sylvester Embert, by James McK. Tilghman, his guardian ad litem, and John L. Rhodes, Administrator of Charles S. Embert, deceased, to the bill of complaint filed in this cause, says: The plaintiff joins issue on the matters alleged in the said answers of Margaret L. Embert, Paul Sylvester Embert, by James McK. Tilghman, his guardian ad litem, and John L. Rhodes, the administrator of Charles S. Embert, deceased, so far as they same may be taken to deny or avoid the allegations of the bill.

Madison Brown.
Solicitor for the plaintiff.

The Petition for leave to take testimony was on the ninth day of May, nineteen hundred and eighteen, filed, to wit:-

In the Circuit Court for Queen Anne's County in Equity.

Samuel E. W. Friel,	Plaintiff.	(	Cause No. 2258.
)	
vs.		(
)	
Margaret L. Embert,		(
et al.,	Defendants.)	

To the Honorable, the Judges of said Court:

The Petition of Samuel E. W. Friel, Plaintiff in the above entitled cause, to your Honors respectfully represents:-

That the above cause is now at issue and involves matters of fact, and your Petitioner desires to take testimony in support of the allegations of the Bill of Complaint filed by him in this cause and to be used in said cause.

Your Petitioner therefore prays that your Honors may pass an order granting leave to him to take such testimony before one of the standing examiners of this Court.

And as in duty bound, etc.,

Madison Brown,
Solicitor for Plaintiff.

ORDER OF COURT.

Upon the foregoing Petition, IT IS ORDERED, this 9th. day of May, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that leave be and the same is hereby granted to the Petitioner to take testimony, to be used in the above cause, before one of the standing examiners of this Court who before proceeding to take such testimony, shall give due notice to the parties concerned.

Filed May 9th., 1918.

Philemon B. Hopper.

On May the sixteenth, in the year nineteen hundred and eighteen, the following testimony was filed, to wit:-

Samuel E. W. Friel,
Plaintiff.

vs.

Margaret L. Embert,
Paul Sylvester Embert,
infant, and John L. Rhodes,
Administrator of Chas. S. Embert,
deceased, Defendants.

In the Circuit Court
for Queen Anne's County,
In Equity.
Chancery Cause #2258.

To the Honorable, the Judges of said Court:

Pursuant to an order of this Honorable Court passed on the ninth day of May, in the year nineteen hundred and eighteen, granting leave to the Plaintiff to take testimony in the above entitled cause; The subscriber, one of the regular Examiners for this Court, having been notified by the Plaintiff of his desire to take testimony in said cause, did, after giving due notice to the respective parties of the time, and place of the taking of said testimony, attend at my office in the town of Centreville, Queen Anne's County, Maryland, on the fourteenth day of May, in the year nineteen hundred and eighteen, at the hour of twelve o'clock noon, and proceeded to take the following testimony, to wit:-

J. Louis Rhodes, the first witness of lawful age produced on the part of the Plaintiff being duly sworn and examined deposes and says:-

1st. Int. State your name, age, residence and occupation? Ans. My name is J. Louis Rhodes, I am retired farmer, and I reside in Queenstown, Queen Anne's County, Md..

2nd. Int. Do you know the parties to this suit or any of them and if any of them which of them and how long have you known them? Ans. I know all of the parties, I am one of the defendants. Have known them all their lives. Margaret L. Embert is my sister, and Paul Sylvester Embert is her son and my nephew.

3rd. Int. Were you or not acquainted with one Chas. E. Embert, late of Queen Anne's County? If so, is he living or dead and if dead when and where did he die, and state if you know whether he left a last will and testament? Ans. I knew him very well. He married my sister Margaret L. Embert. He is dead, he died some time in October, 1917, and left no will that I know of or ever heard of.

4th. Int. Whom did the said Chas. S. Embert leave surviving him as his heirs at law. In answering the question, please state if you know, the places of residence and ages of his heirs, if any? Ans. He left a widow, Margaret L. Embert, who lives in Queenstown, this County, and one child, Paul Sylvester Embert, who lives with his mother, Margaret L. Embert in Queenstown, this County, he is about eighteen years of age.

5th. Int. State if you know, whether the said Chas. S. Embert left any personal property and if so, who administered upon the same? Ans. He left personal property appraised at two hundred and ninety three dollars and fifty cents. I think there was also about ninety three dollars from the tomato rents, from land in which he had a half interest. I am the Administrator of his estate.

6th. Int. I now file with the Examiner paper writings filed with the Bill and marked respectively, Exhibit Nos. 1, 2, 3 and 4. Please look at exhibits three and four now handed you and state what they are. Ans. They are copies of the inventory and account of sales returned by me to the Orphan's Court for Queen Anne's County, which Court granted me letters of administration on the estate of the said Chas. S. Embert.

7th. Int. Are you or not acquainted with the handwriting of the said Chas. S. Embert, if so, state how you became so acquainted with it? Ans. I am acquainted with it. I had quite a good deal of business dealings with him and frequently saw him write his name.

8th. Int. Are you or not acquainted with the handwriting of the Plaintiff, Samuel E. W. Friel and if so state how you became acquainted with it. Ans. I am acquainted with it. I have seen him sign his name to receipts and checks many times.

9th. Int. Look at a promissory note now handed you and forming part of Exhibit #1 already filed with the examiner and state if you know, whose signatures are signed to this note? Ans. The signature of S. E. W. Friel, is the signature and handwriting of Samuel E. W. Friel, the Plaintiff in this case, and the signature Chas. S. Embert, on the note is the handwriting of Chas. S. Embert, my brother in law.

10th. Int. State if you know, what part, if any, of this note was due by Chas. S. Embert at the time of his death? Ans. From my investigation made by me as Administrator of the said Chas. S. Embert, Chas. S. Embert owed one half of it to the Queenstown Bank of Maryland, at the time of his death.

11th. Int. As Administrator of the said Chas. S. Embert, can you state whether or not the

said Chas. S. Embert left personal property at the time of his death, sufficient to pay the debts due and owing by him and the costs of the administration. Ans. He did not leave personal property enough to pay the debts and costs of administration.

12th.Int. State whether or not the said Chas. S. Embert, at the time of his death was seized and possessed of any real estate, and if yea, describe the same briefly and give your idea of its value? Ans. At the time of his death he owned an undivided half interest in some real estate containing about eight acres at or on the edge of Queenstown Queen Anne's County, Maryland, bounded by the public road from Queenstown to Centreville and the road from road just mentioned leading to the old steam boat wharf or public landing and by the street or road branching from the road last mentioned and leading into Queenstown by the Methodist Church and the "Willis Hotel" and dwelling property. Samuel E. W. Friel, owns the other half. This property is bounded on the remaining side by a street or road leading from the Willis property to the Centreville-Queenstown road. This property I should say is worth about eight hundred dollars, I mean by that, that the half interest owned by the said Chas. S. Embert, is worth about eight hundred dollars. He also owned at the time of his death a dwelling house and lot of land in Queenstown, Md. which he bought from me, and in which he lived at the time of his death.

13th.Int. Examiner's special. Ans. I do not.

John L. Rhodes.

Not being any further witnesses present at this, at the suggestion of the Plaintiff, an adjournment was taken until Wednesday, May 15, at four o'clock. P.M.

wednesday May 15th., 1918, four o'clock P.M. in the presence of J.F. Harper and Madison Brown, the following testimony, was taken.

Wm. C. McConnor, a witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:-

1st. Int. State your name, age, residence and occupation? Ans. My name is Wm. C. McConnor, I reside at Queenstown, Queen Anne's County, Maryland, Merchant and President of the Queenstown Bank of Maryland.

2nd.Int. State whether or not you are acquainted with the parties to this suit or any of them, and if any, which of them and how long have you known them? Ans. I know them all and have known them all their lives.

3rd. Int. Were you or not acquainted with Chas. S. Embert late of Queen Anne's County, and state of he is living or dead and if dead, when and where did he die? Did or not he leave a will? Ans. I knew him. He is dead. He died in the early part of October, 1917, at the Easton Hospital, Md. He was carried from his home in Queenstown to the hospital and died a few hours after reaching the hospital. He did not leave a will that ever heard of.

4th.Int. Whom did the said Chas. S. Embert, leave surviving him as his only heirs at law and in naming the persons, give their names, ages and places of residence? Ans. He left surviving him a widow, Margaret L. Embert and one son Paul Embert. Mrs. Embert lives in Queenstown, Queen Anne's County, and Paul's home is with her, although just at the present time he is away at school. Both of them are parties to this suit.

5th.Int. State whether or not you are acquainted with the handwriting and signature of the said Chas. S. Embert? If so, state how you became acquainted with it? Ans. Yes, I knew his handwriting and signature. He was the cashier of the Bank of which I am President and I used to see him sign his name a good many times a day.

6th.Int. State whether or not you are acquainted with the handwriting of Saml. E.E.W. Friel, the Plaintiff and if so state how you became acquainted with it? Ans. Yes I am acquainted with his handwriting and signature. I became acquainted with it by having considerable business dealings with him both in the bank and other business transactions.

7th.Int. I now hand you for your examination, a promissory note which is attached to and a part of Plaintiff's exhibit #1, heretofore filed with the examiner. Please examine the same and state if you know in whose handwriting, the signatures of the note are in?

Ans. The name Embert and Friel on the first line of the note is the handwriting of Saml. E. W. Friel, the Plaintiff. The name S.E.W. Friel on the second line is the signature and handwriting of the plaintiff, Saml. E.W.Friel, and the name on the third line, is the signature of Chas. S. Embert, and is in his handwriting. I mean the same Chas. S. Embert which I have testified to as having died last October.

8th.Int. State whether or not you have ever seen the promissory note just handed to you before today, and state under what circumstances you saw the same? Ans. Yes, I have seen it before. At the time of the death of the said Chas. S. Embert, this note was owned and held by the Queenstown Bank of Maryland. Since the death of the said Chas. S. Embert I think it was in the early spring of this year, this note was paid Samuel E.W. Friel, the plaintiff in this case.

9 Int. State if you know who owed this note at the time of the death of the said Chas. S. Embert, as to the said Chas. S. Embert and the said Saml. E.W. Friel? Ans. At the time of the death of Chas. S. Embert, each of them owed one half of the note. I have frequently heard them discuss the matter.

10th.Int. State if you know, whether or not the said Chas. S. Embert left personal property enough at the time of his death to pay his debts. Ans. He did not.

11th.Int. State whether or not the said Chas. S. Embert, left any real estate at the time of his death and if so, describe same briefly and give your idea of its value?

Ans. He owned a half interest in about six acres of land, in or adjoining Queenstown and bounded by the public road from Queenstown to Centreville, and the old wharf lane road, and the street or road leading from the last named road into Queenstown by the Methodist Episcopal Church and by a new street starting opposite the M.E. Church and coming out to the Centreville-Queenstown road opposite Episcopal Church. I think this half interest is worth about five to seven hundred dollars. He also owned a house and lot on what is known as Back Street in Queenstown, Md. formerly belonging to Mrs. Sara Rhodes. This house and lot I judge is worth from eight to nine hundred dollars.

Examiners' special. Ans. I do not.

Wm. C. McConnor.

There being no further witnesses to be examined, and neither party desiring further time for the production of evidence, your Examiner herewith respectfully makes his return, together with his Exhibits Nos. 1, 2, 3 and 4, and certifies that he was engaged as such Examiner, two days, and examined two witnesses, making costs chargeable to

shall first file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, executed by themselves, with a surety or sureties thereupon to be approved by this Court, or the said Clerk, in the penalty of twenty five hundred dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three weeks notice by advertisement inserted in some newspaper published in Queen Anne's County, State of Maryland, and such other notice as they shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: one-third of the purchase money in cash at the time of the sale, and the residue thereof in two equal instalments payable, respectively, six and twelve months from the day of sale, or all cash on the day of sale, at the option of the purchaser or purchasers, the credit payments to be secured to the satisfaction of the trustees. And as soon as may be convenient after any such sale or sales, the said trustees shall return to this Court a full and particular account of the same, with an affidavit thereof and of the fairness of said sale or sales, annexed; and on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money (and not before) the said trustees, 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 and estate to him, her or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them. And the said trustees bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust. And at the time of advertising said sale, the trustees are directed to give notice to the creditors of the said Charles S. Embert, deceased, to file their claims with the vouchers thereof with the Clerk of the Circuit Court for Queen Anne's County within two months from the day of sale.

Philemon B. Hopper.

The following Bond of Trustees was filed on June the first, nineteen hundred and eighteen, to wit:

KNOW ALL MEN BY THESE PRESENTS, that we, J. Frank Harper and Madison Brown, of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty Company, a body corporate duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of twenty five hundred dollars (\$2,500.00), current money of the United States, 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, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this first day of June, in the year nineteen hundred and eighteen,

WHEREAS by a Decree of the Circuit Court for Queen Anne's County in Equity, bearing date the twenty seventh day of May, in the year nineteen hundred and eighteen, and passed in a cause in said Court wherein Samuel E. W. Friel is plaintiff, and Margaret L. Embert, Paul Sylvester Embert, infant and John L. Rhodes, Administrator of Charles S Embert, deceased, are defendants, being cause No. 2258 on the Chancery Docket of said Court, the above bounded J. Frank Harper and Madison Brown have been appointed Trustees to make sale of certain real estate in the proceedings in the said cause mentioned;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden J. Frank Harper and Madison Brown do and shall well and faithfully perform and execute the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:-

J. Lemuel Roberts.

J. Frank Harper (SEAL)

Madison Brown (SEAL)

United States Fidelity and Guaranty Company.

By. T.Hartley Marshall. Vice-President.

United States Fidelity & Guaranty Company. Seal.

Attest: William J. McFeely, Jr. Asst. Secretary.

And on the back of the foregoing Bond was thus endorsed, to wit:

Security approved and Bond filed June first, nineteen hundred and eighteen.

J. F. Rolph, Clerk.

Report Of Sales- Filed July 26th., 1918..

Samuel E.W.Friel, Plaintiff

vs.

Margaret L. Embert, Paul Sylvester Embert, infant, and John L. Rhodes, administrator of Charles S. Embert, deceased, Defendants.

In the Circuit Court for Queen Anne's County, in Equity.

To the Honorable, the Judges of said Court:-

The Report of J.Frank Harper and Madison Brown, the Trustees appointed by the Decree passed in the above cause on the twenty seventh day of May, nineteen hundred and eighteen, to make sale of certain real estate therein mentioned and described, to your Honors respectfully shows:-

That after giving bond with security for the faithful performance and execution of the trust reposed in them as required by said Decree and after giving notice of the time, place, manner and terms of sale by advertisement in The Centreville Observer and The

Centreville Record, two newspapers printed and published in Centreville, Queen Anne's County, State of Maryland, for more than three successive weeks before the day of sale, they did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, State of Maryland, at the hour of two o'clock P.M., the twenty fifth day of June, nineteen hundred and eighteen, and did then and there, commencing at the said hour of two o'clock, P.M. offer for sale at public auction, the real estate described in said advertisement of sale, being the real estate decreed to be sold in the proceedings in the above cause, in the manner following, that is to say:- In the first place, after reading said entire advertisement of sale, your Trustees offered at public sale to the highest bidder, upon the terms set forth in said decree and in said advertisement, the real estate described in the second place in said advertisement, to wit: all the undivided one-half interest of the late Charles S. Embert in and to that part of the land called "Bolingly" which is situate adjoining the town of Queenstown in Queen Anne's County, State of Maryland, being bounded by the public road leading from Queenstown to Centreville, and the road or streets known respectively as Friel Avenue, Bolingly Street and Embert Avenue, and containing eight acres of land, more or less, being the same land described in the plat of survey thereof known as "The Friel Embert Addition to Queenstown, Maryland", recorded in Liber W.F.W. No. 9, folios 42 and 43, a land record book for Queen Anne's County aforesaid, excepting the two lots designated on said plat as No. 1 and No. 2, belonging to W.S. Cross; and your Trustees then and there sold the aforesaid undivided one-half interest in said land to Samuel E.W. Friel, who was then and there the highest bidder therefor, at and for the sum of Four Hundred Dollars (\$400.00). Before offering said property for sale as aforesaid, your Trustees announced that the purchaser would be required to pay the State and County taxes on said undivided one-half interest in said land for the present year 1918. The said purchaser, Samuel E.W. Friel, has paid unto your Trustees the said purchase money, to wit:- the said sum of Four Hundred dollars, in cash.

In the next place, your Trustees offered at public sale to the highest bidder, upon the terms set forth in said Decree and in said advertisement of sale, the parcel of real estate first described in said advertisement, to wit: All that lot of land known as the "Sarah M. Rhodes property" situate in the said town of Queenstown, in Queen Anne's County aforesaid, on the back street of said town, adjoining the hotel property belonging to Dr. S.J. Price and the property of Howard E. Perry, being the same property described in the deed from Thomas J. Keating, Trustee, to Charles S. Embert, dated December 19th 1911, and recorded in Liber W.F.W. No. 1 folios 76 etc. a land record book for Queen Anne's County aforesaid, and sold the same to Margaret L. Embert, who was then and there the highest bidder therefor, at and for the sum of nine hundred and seventy dollars (\$970.00). Before offering said property for sale as aforesaid, your Trustees announced that the purchaser would not be required to pay the State and County taxes levied on said property for the year 1918, but that said taxes would be paid by your Trustees out of the proceeds of sale. The said purchaser, Margaret L. Embert, has paid unto your Trustees the entire amount of the said purchase money, to wit: the said sum of nine hundred and seventy dollars, in cash.

Your Trustees fill herewith, marked "Exhibit A" as a part of this Report, a certificate of the Centreville Record a newspaper published as aforesaid in Queen Anne's County aforesaid, showing the publication of said advertisement of sale as above set forth, and which certificate also shows that the Notice to Creditors was duly published in said newspaper in accordance with the directions contained in the said Decree passed as aforesaid in this cause.

J. Frank Harper.

Madison Brown.
Trustees.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this 25th. day of July, in the year nineteen hundred and eighteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared J. Frank Harper and Madison Brown, Trustees as aforesaid, and each made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true as therein set forth to the best of their knowledge and belief, and that the sales therein reported were fairly made.

J. F. Rolph,
Clerk of the Circuit Court for
Queen Anne's County.

Certificate of Publication of Advertisement,
Filed July 26th., 1918, and marked "Exhibit A".

THE CENTREVILLE RECORD.

Centreville, Md. July 19th, 1918 .

THE CENTREVILLE RECORD PUBLISHING CO. hereby certified that the advertisement of Sale and Notice to Creditors in the case of Samuel E.W.Friel vs. Margabet L. Embert, et. al Chy. 2258, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 25th. day of June, in the year 1918.

The Centreville Record Publishing Co..
By E. H. Brown, Jr.
President.

"Exhibit A"

Trustee's Sale of valuable real estate in and adjoining Queenstown, Md,

By virtue of a Decree of the Circuit Court for Queen Anne's County, in Equity, passed May 27th., 1918, in Cause No. 2258 in said Court wherein Samuel E.W.Friel is Plaintiff and Margaret L. Embert et al, are Defendants, the undersigned, the Trustees appointed by said Decree, will offer for sale at public auction, in front of the Court House Door in the town of Centreville, Queen Anne's County, Maryland on Tuesday, June 25, 1918 at the hour of 2 o'clock P.M. the following real estate: First, all that lot of land known as the Sarah M. Rhodes Property situate in the town of Queenstown, in Queen Anne's County, Maryland, on the Back Street of said town, adjoining the Hotel Property belonging to Dr. S.J. Price and the property of Howard E. Perry being the same property described in the deed from Thomas J. Keating, Trustee to Charles S. Embert, dated December 19th., 1911, and recorded in Liber W.F.W. No. 1, folios 76 etc. a land record book for said County.

The dwelling house thereon is a two and a half story frame building, commodious and in good repair. It was the residence of the said Charles S. Embert at the time of his death. Further improvements consist of a large stable and carriage house—meat house and poultry house, all practically new.

Second: All the undivided one-half interest of the late Charles S. Embert in and to all that part of the land called Bolingly which is situated adjoining the said town of Queenstown, being bounded by the public road leading from Queenstown to Centreville, and the roads or streets known respectively as Friel Avenue, Bolingly Street and Embert Avenue, and containing 8 acres of land, more or less, being the same land described in the Plat of survey thereof known as The Friel-Embert Addition to Queenstown, Maryland, recorded in Liber W.F.W. No. 9, folios 42 and 43, a land record book for said county, excepting the two lots designated on said Plat as No.1 and no.2. heretoforesold to W.S.Gross.

Terms of Sale-- One-third of the purchase money in cash at time of sale, and the residue thereof in two equal installments payable respectively six and twelve months from day of sale, or all cash on the day of sale, at the option of the purchaser or purchasers; the credit payment, if any, to be secured to the satisfaction of the undersigned Trustees.

T.F.Seward, Auct.
J. Frank Harper.
Madison Brown.
Trustees.

NOTICE TO CREDITORS.

Notice is hereby given to the creditors of Charles S. Embert, late of Queen Anne's County, Maryland, deceased, to file their claims against said deceased, with the proper vouchers thereof with the Clerk of the Circuit Court for Queen Anne's County within two months from the twenty fifth day of June, 1918.

J. Frank Harper.
Madison Brown,
Trustees.

Order Nisi, filed July 26th, 1918.

ORDER NISI.

Samuel E.W.Friel,
Plaintiff.

vs.

Margaret L. Embert, Paul
Sylvester Embert, infant
and John L. Rhodes, admin-
istrator of Charles S.
Embert, deceased,
Defendants.

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In the Circuit Court
for Queen Anne's County,
in Equity.

Cause No. 2258.

ORDERED, this 26th. day of July, in the year nineteen hundred and eighteen, that the sales of the real estate mentioned and described in the proceedings in the above cause, made by J.Frank Harper and Madison Brown, Trustees for the sale of said real estate, and reported by said Trustees in their report of sales filed in said cause on July 26th.1918, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the thirtieth day of September, in the year nineteen hundred and eighteen; provided

a copy of this Order be inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, once in each of four successive weeks before the twenty eighth day of August, in the year nineteen hundred and eighteen. The Report states the amount of the said sales to be \$1,370.00

Filed July 26th., 1918.

J. F. Rolph, Clerk.

Certificate of Publication of Order Nisi,
Filed Aug. 29th. 1918.

THE CENTREVILLE OBSERVER.

Centreville, Md. Aug. 24-1918.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of S.E.W.Friel Plaintiff, vesus Margaret L. Embert, et al, a true copy of which is hereto annexed, was inserted in the Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, onace a week for four successive weeks before the 28th. day of August, in the year 1918.

Filed Aug. 29th., 1918.

The Centreville Observer Publishing Co..
By W. J. Price, Jr.

ORDER NISI.

Samuel E.W.Friel, Plaintiff

vs.

Margaret L. Embert, Paul Sylvester
Infant, and John L. Rhodes, administra-
tor of Charles S. Embert, deceased,
Defendants.

In the Circuit Court for

Queen Anne's County, in Equity,

Cause No. 2258.

ORDERED, this 26th. day of July, in the year nineteen hundred and eighteen, that the sales of the real estate mentioned and described in the proceedings in the above cause, made by J.Frank Harper and Madison Brown, Trustees for the sale of said real estate and reported by said Trustees in their Report of Sales filed in said cause on July 26th. 1918, be finally ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th. day of September, in the year nineteen hundred and eighteen; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, once in each of four successive weeks before the twenty eighth day of August, in the year nineteen hundred and eighteen.

The Report states the amount of the said sales to be \$1,370.00

J.F.Rolph, Clerk.

Filed July 26th. 1918.

True Copy, Test: J.F.Rolph, Clerk.

Final Order Ratifying Sale.
Filed Jan. 4th., 1919.

FINAL ORDER OF RATIFICATION.

Samuel E.W.Friel, Plaintiff,

vs.

Margaret L. Embert, Paul Syl-
vester Embert, Infant, and John
L. Rhodes, administrator of
Charles S. Embert, deceased,
Defendants.

In the Circuit Court for

Queen Anne's County,

In Equity.

Cause No 2258.

ORDERED, this third day of January, in the year nineteen hundred and nineteen by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sales of the real estate in the proceedings in the above cause mentioned and described made by J. Frank Harper and Madison Brown, Trustees in the above cause, and reported by them in the foregoing Report of Sales be and the same are hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the proceedings Order of Ratification Nisi passed in said cause on the twenty sixth day of July, nineteen hundred and eighteen; and the said Trustees are allowed the usual commission for the sale of real estate, and all expenses, not personal, upon producing the vouchers therefor before the Auditor.

And it is hereby further ordered that the papers in the above cause be and they are hereby referred to Madison B. Bordley, the Special Auditor of this Court, who is directed to state an Account distributing the proceeds of the sales of the real estate in this cause among the persons entitled thereto in accordance with their respective interests therein.

Filed Jan. 4th., 1919.

Philemon B. Hopper.

Report and Account of Madison B. Bordley, Special Auditor.

Filed January 16th., 1919.

In the Circuit Court for Queen Anne's County, in Equity.

Samuel E. W. Friel,	(	Chancery Docket.
vs.)	
	(	Cause
Margaret L. Embert,)	
et al.	(	No
)	
	(	2258.

To the Honorable, the Judges of said Court:-

I, Madison B. Bordley, Special Auditor, unto Your Honor respectfully set forth:

That I have stated the within account by first charging therein unto the trustees of this cause the amount of the sales made by them, per report of sale filed, and by then allowing thereout unto them their commissions for making the sales, the court costs of the cause, the cause of advertising the sale and several order nisi of the cause, the costs of their bond, taxes paid by them on property sold, amount paid their auctioneer for selling said property, two items omitted in error in the settlement of the personal estate of Charles S. Embert, (costs of advertising sale of personal property and certain taxes due on his property) the due allowed by the court in this cause unto Madison Brown for conducting this case and the auditor's fee.

The balance then remaining is distributed among the creditors of Charles S. Embert, pro rata as same is not sufficient to pay his creditors their claims in full. The names of his creditors and the amounts due to them are taken from a copy of the statement of claims and the dividend made in the settlement of the personal estate (filed in this cause, there being deducted from the amount of the claim stated to be due in personal estate the amount of the dividend allowed out of the personal estate, the difference be-

ing the amount of claims as to this account and upon which a dividend herein is allowed.

From the claim of the Red "C" Oil Mfg. Co, is deducted not only the dividend mentioned (52) but also a credit due said Embert omitted from the claim as original filed of \$1.50.

Respectfully submitted,

Jan. 14, 1919.

Madison B. Bordley, Special Auditor.

The Proceeds of the Real estate of Charles S. Embert, late of Queen Anne's County, deceased, in account with J. Frank Harper and Madison Brown, Trustees, appointed by the decree filed in above mentioned cause to make sale of said real estate.

Cr.

1918.

June 25 By gross proceeds of the sale made by said trustees per report of sale filed, to wit: \$1370.00

Dr.

" "	To J. Frank Harper and Madison Brown, trustees, for their commissions for making said sale per rule of court, to wit:	\$89.70	
	To do. for the court costs of this cause in accordance with the bill of costs made out by clerk, to wit: costs of		
	J. F. Rolph, Clerk.	\$46.75	
	S. E. Spry, Sheriff	1.60	
	J. McK. Tilghman, Guardian Ad Litem	4.00	
	W. T. Bishop, Register of Wills	4.50	
	C. E. Tucker, Examiner	8.00	
	Witness before examiner	1.50	
	Appearance fee of solicitor of Plaintiff	10.00	
	Defendant	10.00	86.35
	To do, for costs of advertising sale and order nisi thereon in Centreville Observer, per bill for same, to wit:		33.38
	To do. for the costs of their bond with corporate surety thereon paid by said surety, per receipted bill for same, to wit:		10.00
	To do. for amount paid T. F. Seward, for auctioneering sale, per receipted bill, to wit:		10.00
	To do, for costs of advertising sale and order Nisi as to this audit, in Centreville Record, as per receipted bill, to wit:		30.00
	To do, for state and county taxes on property for 1918, paid treasurer of county, per receipted account for same, to wit:		14.87
	To do. for certain taxes due Queenstown by Charles S. Embert and for costs of advertising by his administrator sale of his personal property in Queenstown News and of handbills of sale omitted from settlement of his personal estate per bills for same, to wit:		12.94
	To Madison Brown, Solicitor of plaintiff, for fee for conducting this cause, per order of this court, to wit:		50.00
	To Madison B. Bordley, Special Auditor, for stating this account, to wit:		9.00
	To balance, to wit.		1023.76
		\$1370.00	\$1370.00

Name of Creditors.	Amt. Original Claim	First Dividend.	Amt claim now due	Amount dividend now allowed.
1. Red "C" Oil Mfg. Co.-----	6.46	2.02	4.44	1.63
2. Keating's Pharmacy-----	5.77	.55	6.22	2.29
3. E.S. Valliant & Son.	238.08	19.28	218.80	80.39
4. Gallowfield Driving Park	25.59	2.07	23.52	8.65
5. William S. Cross, Guardian for Thomas G. Embert, John F. Embert, Charles G. Embert	1416.86	114.76-	1302.10	478.49
6. Queenstown Bank of Maryland	229.16	18.65	210.60	77.37
7. S.E.W. Friel Assignee	864.18	69.99	794.19	291.78
8. W.S. Delahay, Assignee,	212.33	17.19	195.14	71.69
9. Dr. Rowland H. Ford	3.09	.25	2.84	1.04
10. Phillip Lee Travers.	30.90	2.50	28.40	10.43
Total amount of claims now due			\$2786.25	
Total amount of dividends allowed herein				\$1023.76
Amount of balance brought forward for distribution among the creditors of Charles S. Embert				\$1023.76

January 14th., 1919.

Madison B. Bordley.
Special Auditor.

Nisi Ratification of Audit,
Filed January 16, 1919.

NISI RATIFICATION OF AUDIT.

S.E.W. Friel	(	In the Circuit Court for
vs.	)	Queen Anne's County, in Equity.
Margaret L. Embert, et al.	(	Case No. 2258.
)	

ORDERED this 16th. day of January, in the year nineteen hundred and nineteen, that the Report and Account filed in these proceedings by Madison B. Bordley, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or about the 13th. day of February, 1919, provided a copy of this order be published once a week in each of two successive weeks before the 4th. day of February, 1919, in some newspaper printed and published in Queen Anne's County.

Filed January 16th., 1919.

J. F. Rolph, Clerk.

Certification of Publication of Nisi Ratification of Audit.

Filed. Feb. 10th., 1919.

THE CENTREVILLE RECORD.

Centreville, Md. February 10th. 1919.

The Centreville Record Publishing Co, hereby certifies that the Nisi Ratification of Audit in the case of "S.E.W. Friel vs. Margaret L. Embert, et al" Chancery Cause No. 2258

a true copy of which is hereto annexed, was inserted in the Centreville Record a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland once a week in each of two successive weeks before the fourth day of February, in the year 1919.

The Centreville Record Publishing Co..

By E.M. Forman.
Associate Editor.

Nisi Ratification of audit.

S. E. W. Friel.

vs.

Margaret L. Embert, et al.

In the Circuit Court for
Queen Anne's County, in Equity.
Cause No. 2258.

ORDERED, this 16th. day of January, in the year nineteen hundred and nineteen, that the Report and Account filed in these proceedings by Madison B. Bordley, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th. day of February, 1919; provided a copy of this order be published once a week in each of two successive weeks before the 4th. day of February, 1919, in some newspaper printed and published in Queen Anne's County.

Filed January 16th., 1919.

J. F. Rolph, Clerk.

True copy- Test:

J. F. Rolph, Clerk.

Final Order Ratifying Audit.
Filed Feby. 15th., 1919.

Samuel E. W. Friel

vs.

Margaret L. Embert,
Paul Sylvester Embert, Infant,
John L. Rhodes, administrator
of Charles S. Embert, deceased.

In the Circuit Court
for Queen Anne's County, in Equity.
Cause No. 2258.

ORDERED, this fourteenth day of February, in the year nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the within and foregoing Report and Account of Madison B. Bordley, Special Auditor, be and the same is here finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given in accordance with and as required by by the conditional order of ratification of said Report and Account passed in the above cause on January 16th., 1919, and the Trustee, J. Frank Harper and Madison Brown, are hereby authorized and directed to pay out and disburse the several amounts therein distributed in accordance therewith.

Filed Feby, 15th., 1919.

Philemon B. Hopper.

Martha Ward et al.

vs.

Edith Lister et al.

Be it remembered that heretofore to wit:
on the twenty seventh day of June, in
the year nineteen hundred and eighteen,
Martha Ward et al by Messrs. Brown and
Bright, their Solicitors, filed in Court

here their Bill Of Complaint against Edith Lister et al, which is in the words and of the
tenor following, to wit:-

In the Circuit Court for Queen Anne's County in Equity.

Martha Ward, widow,
Mary P.Middleton and
William H.Middleton, her husband,
Benjamin Ward and Mary Ward, his wife,
Plaintiffs.

versus

Edith Lister and
Jerome Lister, her husband.
Defendants.

Chancery
Docket,
Cause
No.

Your Orators, complaining, say:-

(1). That one Benjamin Ward, late of Queen Anne's County, deceased, departed this
life sometime in the month of December, 1916, intestate, seized and possessed of a lot or
parcel of land situate, lying and being in the town of Burrisville, in the Third Election
District of Queen Anne's County, State of Maryland, improved by a frame dwelling house
and other outbuildings, adjoining the lands of Jennie Chance on one side and that of the
heirs of Elizabeth Gillam on the other side, and containing four acres of land, more or
less.

(2) That the said Benjamin Ward left surviving him as his only heirs at law the said
Martha Ward, his widow, and three children, to wit: the said Mary P.Middleton and Benjamin
Ward, the complainants, and Edith Lister, the defendant.

(3) That the real estate above mentioned and described is now owned by the said Mary
Ward, Mary P. Middleton, Benjamin Ward and Edith Lister, as tenants in co-parcenary, in
the following proportions, to wit:- by the said Martha Ward to the extent of one undi-
vided third part thereof; by the said Mary P.Middleton to the extent of two undivided
nine parts thereof; by the said Benjamin Ward to the extent of two undivided nine parts
thereof; by the said Edith Lister to the extent of two undivided nine parts thereof.

(4) That the said land cannot be divided among the said parties interested therein
and owning the same as set forth in the preceding paragraph without loss or injury to them
and that your orators are entitled to have the said land sold under a decree of this Court
for the purpose of division of the proceeds of sale, and a division of the money arising
from such sale had among the said parties according to their respective rights and inter-
ests therein.

That the parties to this cause are intermarried, as follows, to wit: the said
Mary P.Middleton with the said William H.Middleton; the said Benjamin Ward with the said
Mary Ward, the said Edith Lister with the said Jerome Lister.

To the end therefore:

- (1) That a decree may be passed for the sale of the said real estate.
- (2) That the proceeds of the said sale may be distributed between the said Martha Ward, Mary P. Middleton, Benjamin Ward and Edith Lister according to their respective rights and interests.
- (3) That your orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your orators the writ of subpoena, directed to the said Edith Lister and her husband,, Jersome Lister, adults, both residing in Talbot County, State of Maryland, commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound etc..

Madison Brown

James T. Bright.

Solicitors for Plaintiffs.

Subpoena, filed July 1st., 1918.

QUEEN ANNE'S COUNTY, to wit:

THE STATE OF MARYLAND.

To

Edith Lister, Jerome Lister.

Of Talbot County, Greeting:-

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July, next, to answer the complaint of Martha Ward, widow, et al, against you in said court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable, Albert Constable, Chief Judge of our said Court, the first Monday of June, 1918.

Issued the 26th. day of June, in the year 1918.

J. F. Rolph, Clerk.

And on the back of the foregoing Subpoena was thus endorsed, to wit:-

Served by reading the within writ to the defendants.

James L. Stichberry,
Sheriff Talbot Co..

Answer. Filed Oct. 4th., 1918.

Martha Ward, widow, et al.

vs.

Edith Lister and Jerome Lister.

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(
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In the Circuit Court for
Queen Anne's County,
in Equity.

To the Honorable, the Judges of said Court:

The Respondents in the above entitled cause, answering the matters and things against them alleged in the Bill Of complaint filed in said cause, say:-

First: That they admit the matters alleged in the first paragraph of the said Bill.

Second: That they admit the matters alleged in the Second Paragraph of the said Bill as also all matters alleged in the fourth paragraph thereof.

Third: That they admit the matters alleged in the third paragraph of said bill.

And having thus answered they pray to be hence dismissed with their reasonable costs.

And as in duty bound etc.

Chas. J. Butler.

Solicitor for Respondents.

REPLICATION filed Nov. 18th., 1918.

In the Circuit Court for Queen Anne's County, in Equity.

Martha Ward, widow et al.
Plaintiffs.

vs.

Edith Lister et al.,
Defendants.

(Chancery
)
(Docket
)
(Cause No. 2264.
)
(
)

Martha Ward, Mary P. Middleton and William H. Middleton her husband, Benjamin Ward and Mary Ward, his wife, by James T. Bright and Madison Brown, their attorneys join issue on the matters alleged in the answers of Edith Lister and Jerome Lister, her husband, so far as the same may be taken to deny or avoid the allegations of the bill.

James T. Bright.

Madison Brown.

Attorneys for Plaintiffs.

It is hereby agreed that the papers in the above entitled cause shall be forth with submitted to the Court for a decree as prayed without argument and without testimony.

James T. Bright

Madison Brown,

Attorneys for Plaintiffs.

Charles J. Butler, per
Madison Brown,
Attorney for Defendant.

Filed No. 18th. 1918.

Decree filed Nov. 18th., 1918.

In the Circuit Court for Queen Anne's County, in Equity .

Martha Ward, widow, et al, Plaintiffs.

vs.

Edith Lister, et al. Defendants.

(Chancery
)
(Docket,
)
(Cause No. 2264
)

The above cause standing ready for hearing, and being submitted without argument the Bill Of Complaint and all the other proceedings were read and considered.

It is thereupon, this eighteenth day of November, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, ADJUDGED, ORDERED and DECREED that the real estate in the proceedings mentioned be sold at the purchase of partition between the parties. That James T. Bright and Madison Brown be and they are hereby appointed Trustees to make said sale, and the course and manner of the proceedings shall be as follows: they shall first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by themselves, with a surety or sureties to be approved by this court, or the said Clerk, in the penalty of One thousand dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future decree or Order in the premises, they shall then proceed to make the said sale having given at least three weeks previous notice by advertisement inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, and such other notices as they shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows; One-third of the purchase money to be paid in cash at the time of the sale and the residue thereof to be paid in two equal instalments payable six and twelve months respectively, from the day of sale, with interest from the day of sale, with the right or privilege to the purchaser to pay all the purchase money in cash at the time of the sale.

And as soon as may be convenient after any such sale or sales, the said Trustees 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 said sale or sales, annexed; and on the ratification of such sale or sales by this Court and on the payment of the whole purchase money, (and not before) the said Trustees, 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 and estate to him, her or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them, And the said Trustees shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith they shall appear to have discharged their trust.

Philemon B. Hopper.

BOND filed Dec. 17th., 1918.

KNOW ALL MEN BY THESE PRESENTS, that we, James T. Bright and Madison Brown, of Queen Anne's County, in the State of Maryland; and THE AMERICAN SURETY COMPANY OF NEW

YORK, a corporation created by and existing under the laws of the State of New York, are held and firmly bound into the State of Maryland in the full and just sum of ten thousand dollars lawful money of the United States of America, 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, administrators successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents.

Sealed with our seals and dated this fourteenth day of December, in the year nineteen hundred and eighteen.

Whereas by a decree of the Circuit Court for Queen Anne's County, sitting as a court of equity, bearing date on the eighteenth day of nove,ber, in the year nineteen hundred and eighteen, and passed in a cause in said court wherein Martha Ward and others are complainants and Edith Lister and others are defendants, (which cause is No. 2264 on the Chancery docket of said court) the above bound James T. Bright and Madison Brown have been appointed Trustees 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 bound James T. Bright and Madison Brown, do and shall well and faithfully perform the trust reposed in them by said decree or that may be reposed in them 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.

James T. Bright. (SEAL)
Madison Brown. (SEAL)

THE AMERICAN SECURITY COMPANY
OF NEW YORK.

By Madison brown.
Its Attorney in fact.

Signed, sealed and delivered in the presence of
Delha D. Brown.

Dec. 14, 1918.
Counter signed.
By J. Lemuel Roberts.

Seal
of A.
S. Co.

Attest:

On the back of the foregoing Bond was thus endorsed, to wit:-

Security approved and bond filed December 17th., 1918.
J.F. Rolph, Clerk.

REPORT OF SALE. Filed Dec. 18th., 1918.

In the Circuit Court for Queen Anne's County, in Equity.

Martha Ward et al.
Plaintiffs.

vs.

Edith Lister, et al.
Defendants.

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Chancery
Docket
Cause No. 2264.

To the Honorable, the Judges of said Court:-

The Report of James T. Bright and Madison Brown, Trustees, appointed by the decree in this cause to make sale of the real estate therein mentioned, shows:-

That after giving bond with security for the faithful discharge of their trust as required by said decree and giving notice of the time, place, manner and terms of sale by advertising in the Centreville Record, a newspaper published in Centreville in said county, for more than three successive weeks before the day of sale hereinafter mentioned they did pursuant unto said notice, attend in front of the Court house door in the town of Centreville in said county on Tuesday, the seventeenth day of December, in the year nineteen hundred and eighteen at 2 o'clock P.M. and then and there proceeded to sell said real estate, as follows, to wit:-

Your Trustees offered at public Sale to the highest bidder all that house and lot known as The Ben Ward property, situate in the town of Burrisville, Queen Anne's County, Maryland adjoining the properties of Hemsley Lane, Charles Cpmegys and Mrs. Clem Chance, containing four acres, more or less and improved by a two story frame dwelling, and sold the same to Samuel C. Comegys of said county, he being then and there the highest bidder therefor, at and for the sum of six hundred and two dollars; that the said purchaser paid unto your said Trustees on account of said purchase money the sum of two hundred dollars and sixty seven cents but has made no further compliance with the terms of sale.

That your Trustee file with this report as part hereof a copy of the advertisement of sale duly certified by the publishers of said paper.

Which is respectfully submitted,

James T. Bright.

Madison Brown
Trustees.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this eighteenth day of December, in the year nineteen hundred and eighteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared James T. Bright and Madison Brown, Trustees and made oath that the matters and things stated in the foregoing report are true to the best of their knowledge and belief and that the sale therein was fairly made.

J. F. Rolph.

Clerk of the Circuit Court.

Certificate of Publication of Advertisement.
Filed Dec. 17th., 1918.

The Centreville Record.

Centreville, Md. Dec. 17, 1918.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the advertisement in the case of Ward et al vs. Lister et al. Cause no. 2264, a true copy of which is here to annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 17th. day of December, in the year 1918;

THE CENTREVILLE RECORD PUBLISHING CO.,

By E.M. Forman.

Associate Editor.

Trustees' Sale of house and lot in Burrsville, Queen Anne's County, Md.

By virtue of a decree of the Circuit Court for Queen Anne's County in Equity, passed in cause of Martha Ward et al vs. Edith Lister et al. (Cause No. 2264 Chancery) the undersigned, as trustees named in said decree to make sale of the real estate decreed to be sold, will sell at public auction to the highest bidder, in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, at the hour of 2 o'clock P M. on Tuesday, Dec. 17th., 1918 all that house and lot known as the Ben Ward Property, situate in the town of Burrsville Queen Anne's County, Maryland, adjoining the properties of Hemsley lane, Charles Camegys, and Mrs. Clem Chance. The lot contains 4 acres, more or less and is improved by a 2-story frame dwelling, stable and other outbuildings. The property is nicely located in good condition, and will make a nice home. Possession will be given to purchaser on the first day of January next.

Terms of sale: One-third of the purchase money to be paid in cash at time of sale, and the residue thereof in two equal instalments, payable 6 and 12 months from the day of sale, with interest from day of sale, or all cash at time of sale, at option of purchaser.

George A. Whiteley, Auctioneer.

James T. Bright
Madison Brown.
Trustees.

NISI-- Filed Dec. 18th., 1918.

NISI.

Martha Ward
et al

vs.

Edith Lister
et al

(In the Circuit Court
{ for Queen Anne's County,
) In Equity.
(Chancery No. 2264.
)

ORDERED, this eighteenth day of December, A.D. 1918, that the sale of the real estate made and reported in this cause by Madison Brown and James T. Bright, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of February next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's county, Maryland, once in each of four successive weeks before the 22nd. day of January, next.

The Report states the amount of sales to be \$602.00

Filed Dec. 18th., 1918.

J. F. Rolph. Clerk.

CERTIFICATE OF PUBLICATION OF ORDER NISI.
Filed Sept. 15th., 1919.

THE CENTREVILLE RECORD.

Centreville, Md. Sept. 5, 1919.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the Order Nisi in the case of M. Ward et al, vs. Edith lister et al, Chancery Cause #2264, a true copy of which

is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 22nd. day of January, in the year 1919.

THE CENTREVILLE RECORD PUBLISHING CO.

By E.M. Forman,
Associate Editor.

Martha Ward, et al

Vs.

Edith Lister, et al.

(In the Circuit Court for
{ Queen Anne's County,
{ in Equity.

{ Chancery No 2264.
{

ORDERED, this eighteenth day of December, A.D. 1918, that the sale of the real estate made and reported in this cause by Madison Brown and James T. Bright, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd. day of February next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 22nd. day of January next.

The report states the amount of sales to be \$602.00

J. F. Rolph, Clerk.

True copy:- Test:

Filed Dec. 18th., 1918.

J. F. Rolph, Clerk.

Final Order Of Ratification of Sale.
Filed

Martha Ward et al.

vs.

Edith Lister, et al.

(In the Circuit Court

{ for Queen Anne's County,

{ In Equity.
{

FINAL ORDER OF RATIFICATION.

ORDERED, this fifth day of September, in the year nineteen hundred and nineteen by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court that the sale made and reported by James T. Bright and Madison Brown, Trustees, be and the same is hereby FINALLY RATIFIED AND CONFIRMED, no cause to the contrary having been shown although due notice appears to have been given as required by the order nisi passed in said cause; and the trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

Philemon B. Hopper.

Report and account of Auditor filed Apr. 16th.1920 .

In the Circuit Court for Queen Anne's County, in Equity.

Martha Ward et al.	(	Chancery Docket
versus)	
Edith Lister et al.	(	Cause No. 2264.

To the Honorable, the Judges of said Court:-

The report of Madison Brown, the special auditor stating the within account, unto Your Honors respectfully sets forth:-

That he has stated the said account by first charging unto James T. Bright and Madison Brown, the trustees of said cause, the amount of the sale made and herein reported by them, and then thereout allowing them their commissions, court costs, bond costs, costs of advertising and selling the real estate decreed to be sold and taxes paid by them, ascertaining the net sale for distribution among the parties entitled thereto under the bill of complaint to be \$452.63

It appears from the proceedings of this cause that Martha Ward, Mary P. Middleton and Benjamin Ward, three of the four persons entitled to said balance, by assignment in writing filed in this cause assigned unto William H. Middleton their several interests in said net sale, and that the said trustees made settlement with said assignee for the amounts due to him under said assignment, as will appear from his release filed in this cause, and it also appears that Edith Lister, the remaining party entitled to said balance, has been settled with and has filed her release to said trustees; see said release filed herein. For the reasons set forth in the preceding paragraph, or in this paragraph the whole of said balance has been awarded unto said trustees, no other persons having any interest therein since the filing of said releases.

Respectfully submitted.

Madison B. Bordley.

April 16, 1920.

Special Auditor.

The proceeds of the sale of the real estate of Martha Ward and others in account with James T. Bright and Madison Brown, trustees appointed by the decree filed in the above cause to make sale of said real estate.

Cr.

1918

Dec. 17: By gross proceeds of the sale of said real estate, per report of sale filed in this cause, to wit: \$602.00

Dr.

To James T. Bright and Madison Brown, for their commissions for making said sale, per rule of court, to wit: \$41.63

To do, for the costs of their bond as said trustees with corporate surety thereon, per bill for same, to wit: 20.00

To do, for the court costs of above cause, per bill of costs made out by Clerk, as follows:

Costs of J.F. Rolph, Clerk.	\$23.25	
Appear. fee solicitors of plaintiff	10.00	
Appear. fee solicitor for defendants.	10.00	
Costs of Sheriff of Talbot County.	.80	44.05

To do, for charges of auctioneer for selling said land, to wit: 5.00

To do, for costs of advertising in Centreville Record notice of sale and several orders nisi of this cause, per bill for same, to wit: 25.87

To do for the state and county taxes for year 1918 on land sold by said trustees, per receipted account for same of County treasurer, to wit:	8.32
To Madison B. Bordley, Special auditor, for stating this account, to wit:	4.50
	<u>149.37</u>
To balance, to wit:	452.63
	<u>\$602.00</u> <u>\$602.00</u>

 By balance brought forward, to wit: 452.63

Dr.

To Martha Ward, Mary P. Middleton and Benjamin Ward, 3 of the 4 persons entitled to above balance, use of William H. Middleton, per assignment filed in this cause, use of James T. Bright and Madison Brown, per release from the said William H. Middleton filed in this cause, and to Edith Lister, the remaining 1 of the 4 persons entitled to said balance, use of James T. Bright and Madison Brown, per release to them from said Edith Lister, the whole of said balance, to wit:

<u>\$452.63</u>
451.63 <u>\$452.63</u>

April 15, 1920.

Madison B. Bordley, Special Auditor.

Nisi Ratification of Audit filed March 9th. 1922.

NISI RATIFICATION OF AUDIT.

Martha Ward et al.	In the Circuit Court for
vs.	Queen Anne's County, in Equity.
Edith Lister et al.	Case No. 2264.

Ordered, this 9th. day of March, in the year nineteen hundred and 22, that the Report and account filed in these proceedings by Madison B. Bordley, special auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the ninth day of April, 1922, provided a copy of this order be published once a week in each of two successive weeks before the 27th. day of March, 1922, in some newspaper printed and published in Queen Anne's County.
 Filed March 9th. 1922. J.F. Rolph, Clerk.

Certification of Publication of Nisi Ratification of Audit.

NISI RATIFICATION OF AUDIT.

Martha Ward et al.	{	In the Circuit Court for
vs.	}	Queen Anne's County, in Equity.
Edith Lister, et al.	{	Case No. 2264.

Ordered, this 9th. day of March, in the year 1922, that the report and account filed in these proceedings by Madison Bordley, Special auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th. day of April, 1922 provided a copy of this order be published once a week in each of two successive weeks before the 27th. day of March, 1922, in some newspaper printed and published in Queen Anne's County.

J.F. Rolph, Clerk.

Filed March 9th. 1922. true Copy, test: J.F. Rolph, Clerk.

THE Centreville Record

Centreville, md. June 10, 1922.

The Centreville Record Publishing Co, hereby certifies that the Nisi ratification of Audit in the case of Ward et al, vs. Lister et al. a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 28th. day of March, in the year 1922.

The Centreville Record Publishing Co.
 By E.H. Brown, Jr.

No. 2265.

James T. Earle and
James T. Bright,
Assignees.

VS.

Samuel C. Allen
Mary F. Allen, his wife,
Mortgagors.

Be it remembered that heretofore, to wit:

on the twenty sixth day of June, in the year

nineteen hundred and eighteen, James T. Earle

and James T. Bright, Assignees filed in Court

here an Order to docket suit against Samuel C.

Allen and Mary F. Allen, his wife, Mortgagors,

which is in the words and of the tenor following, to wit:-

James T. Earle
James T. Bright,
Assignees.

Vs.

Saml. C. Allen
Mary F. Allen, his wife,
Mortgagors.

In the Circuit Court

for Queen Anne's County,

in Equity.

J. F. Rolph, Clerk:

Docket suit as per above titling, file certified copies of mortgages here-
unto attached together with assignments thereof and enter our appearance for Pltffs.

James T. Bright.

James T. Earle.

Certified Copy of Mortgage and Assignemts.
Filed June 16th., 1918.

Queen Annés County, to wit: Be it remembered that on the second day of June, in the
year nineteen hundred and nine, the following mortgage was brought to be recorded, to
wit:-

THIS MORTGAGE, made this 1st. day of June, in the year nineteen hundred and nine,
by Samuel C. Allen and Mary F. Allen, his wife, of Queen Anne's County, State of Mary-
land, WITNESSETH: Whereas, the said Samuel C. Allen is justly indebted unto J.H.C.Legg
Attorney, in the full and just sum of Three Hundred Dollars being for that amount of
money this day loaned and advanced by the said J.H.C.Legg, Attorney to the said Samuel
C. Allen, for which said sum and the interest thereon, the said Samuel C. Allen has pass
ed to the said J.H.C.Legg, Attorney, his three promissory notes, all bearing even date
herewith, and payable at The Queen Anne's National Bank of Centreville; one of them for
the said principal sum of three hundred dollars, payable one year after date, and the
other two of said notes for the sum of nine dollars each (for interest) payable respec-
tively at six, and twelve months after date; and whereas for the purpose of more effect
ually securing the prompt payment of said principal sum and the interest thereon in
the manner, and at the times limited and by the said hereinbefore recited promissory
notes, this mortgage is executed; the execution thereof being a condition precedent to
the making of said loan; Now Therefore in consideration of the premises and the sum
of one dollar, we the said Samuel C. Allen, and Mary F. Allen, his wife, do grant and
convey unto the said J.H.C.Legg, attorney, in fee simple, the following real estate,

situate in the third election district of Queen Anne's County, Maryland, to wit:- All that lot or parcel of land, improved by a store house and dwelling, now occupied by the said Samuel C. Allen, situated on the north side of Water Street, in the town of Centreville, in Queen Anne's County, Maryland, between Commerce Street and Liberty Street, with a width or frontage on said street of thirty three feet and six inches, and bounded on the east side by the land owned by the devisees of the late Elizabeth F. Keating and the walls of the old building of the Queen Anne's National Bank of Centreville, now occupied by William J. Price, and on the west by the lands now owned by Dora Chambers and Katherine Busted Street respectively, being the property formerly owned by the late James F. Haddaway and extending with the width aforesaid from said street between said properties is the rear wall of said bank and thence by and with the said rear wall and western wall thereof to the properties of the law offices respectively of Thomas J. Keating and J.H.C. Legg, respectively, said rear wall and law office lots bounding said lot hereby, conveyed in the rear, and the property hereby conveyed, being the same lot or parcel of land as that described in the deed from Mary E. Whiteley and Wm. H. Whiteley, her husband, to Samuel C. Allen, dated April 17th., 1903, and recorded in Liber J.E.G. No.5, folio 82 etc. and in the mortgage from said Samuel C. Allen and wife to J.H.C. Legg, attorney, dated August 1st. 1904, and recorded in Liber J.E.G. No.6, folios 435 etc. a land record book for Queen Anne's County, Maryland, to which deed and mortgage especial reference is hereby made for an accurate description of the land hereintended to be conveyed.

Together with the buildings and improvements thereon and the rights, roads, ways, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of J.H.C. Legg, attorney, his heirs and assigns forever, provided, that if the said Samuel C. Allen, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three Hundred dollars and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is agreed that until default be made in the premises, the said Samuel C. Allen, shall possess the aforesaid property, upon paying in the meantime all taxes and assessments, public debts and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property which taxes, assessments, public dues, charges, mortgage debt and interest the said Samuel C. Allen, for himself, his heirs, personal representatives and assigns does hereby covenant to pay when legally demandable; But if default be made in payment of said money or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt, shall be deemed due and demandable, and it shall be lawful for the said J.H.C. Legg, Attorney, his personal representatives and assigns, or J.H.C. Legg, his and their attorney or agent at any time after such default to sell the property hereby mortgaged, or so much thereof, as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the property to the purchaser or purchasers thereof, his, her or their

heirs or assigns, and which sale shall be made in the manner following, vāz:- upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, and such other notice as by the said mortgagee, his personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale including a fee of twenty five dollars, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said mortgagee, his personal representatives and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said mortgagor, his personal representatives and assigns or to whoever may be entitled to the same, and the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of the sale, as aforesaid, under the powers hereby granted, there shall be due and become due by them to the party inserting said advertisement or notice all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings, under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for Queen Anne's County, in Equity, which said expenses, costs, and commissions the said mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant to pay; and the said mortgagee, his personal representatives or assigns, or J.H.C.Legg, their said attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses and commission, And the said Samuel C. Allen for himself his personal representatives and assigns does further covenant to insure, and pending the existence of this mortgage to keep insured in some good company satisfactory to the said mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least one thousand dollars, and to cause the policy to be effected thereon, to be so framed or endorsed as in case of fire, to insure to the benefit of the said mortgagee, his personal representatives and assigns to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said mortgagee his personal representatives and assigns.

Witness the hand and seal of the said mortgagor.

Samuel C. Allen. (SEAL)

Test: W.D.Troy.

Mary F. Allen. (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this 1st. day of June, in the year nineteen hundred and nine, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Samuel C. Allen and Mary F. Allen, his wife the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act. And at the same time also appeared J.H.C. Legg, attorney the within named mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

W. D. Troy.
Justice of the Peace.

Queen Anne's County, to wit:-

Be it remembered that on the second day of January, in the year nineteen hundred and thirteen, the following assignments were brought to be recorded, to wit:-

For value received, I hereby assign the within and foregoing mortgage to James T. Bright, Trustee, without recourse or guarantee.

As witness my hand and seal this 5th. day of August, 1911.

Test: Mary Earle Forman.

J. H. C. Legg. Attorney.

For value received I do hereby assign and transfer the within and foregoing mortgage to William J. Price, with interest from January 2nd., 1913.

Witness my hand and seal this 2nd. day of Jany. 1913.

Test: J. Lemuel Roberts.

James T. Bright. (SEAL)
Trustee.

Queen Anne's County, to wit:-

Be it remembered that on the twenty seventh day of October, in the year nineteen hundred and fourteen the following assignments were brought to be recorded, to wit:-

For value received I hereby transfer and assigns the within and foregoing mortgage and the debt and interest secured thereby unto James T. Bright, Trustee, without recourse or guarantee. Witness my hand and seal this third day of September, nineteen hundred and fourteen.

Witness: J. Frank Harper.

Wm. J. Price. (SEAL)

For value received, I hereby transfer and assign the within and foregoing mortgage to James T. Bright, in pursuance of an order of the Circuit Court for Queen Anne's County, in Equity, No. 1959, without recourse or guarantee.

Witness my hand and seal this third day of September, 1914.

Witness: Mary Earle Forman.

James T. Bright. (SEAL)
Trustee.

For value received, I hereby transfer and assign the within and foregoing mortgage to H.B.W. Mitchell without recourse or guarantee.

Witness my hand and seal this third day of September, 1914.

Witness: Mary E. Forman.

James T. bright. (SEAL)

For value received, I hereby transfer and assign the within and foregoing mortgage to James T. Bright, without recourse or guarantee.

Witness my hand and seal this 13th. day of October, 1914.

Witness: Arthur E. Sudler.

H. B. W. Mitchell. (SEAL)

Queen Anne's County, to wit:-

Be it remembered that on the twenty seventh day of June, in the year nineteen hundred and eighteen the following assignments were brought to be recorded, to wit:-

For value, I hereby assign the within and aforegoing mortgage together with all interest due and owing thereon to William J. Price.

Witness my hand and seal this 26th. day of June, 1918.

Test: James T. Earle.

James T. Bright. (SEAL)

For purpose of foreclosure and collection I hereby assign the within and aforegoing mortgage unto James T. Earle and James T. Bright.

Witness my hand and seal this 26th. day of June, 1918.

Test: Bertha G. Durney.

Wm. J. Price, Jr. (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the aforegoing is truly taken and copied from Liber S.S. No.6, folios 301 etc. a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 26th. day of June, A.D. 1918.

J. F. Rolph, Clerk.

Seal
Circuit
Court.

Certified Copy of Mortgage.
Filed June 26th., 1918.

Queen Anne's County, to wit: Be it remembered that on the sixth day of August, in the year nineteen hundred and four the following mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this first day of August, in the year nineteen hundred and four, by Samuel C. Allen and Mary F. Alley, his wife, of Centreville, in Queen Annes County, in the State of Maryland, WITNESSETH: Whereas the said Samuel C. Allen, is justly indebted unto J.H.C.Legg, attorney, in the full and just sum of Five Hundred dollars, being for that amount of money this day loaned and advanced by the said J.H.C.Legg, attorney, to the said Samuel C. Allen for which said sum and the interest thereon, the said Samuel C. Allen has passed to the said J.H.C.Legg, attorney his seven promissory notes all bearing even date herewith, and payable at the Centreville national Bank of Maryland, one of them for the said principal sum of Five Hundred dollars, payable three years after date, and the other six of said notes being for the sum of fifteen dollars each (for interest) payable in respectively at six, twelve, eighteen, twenty four, thirty and thirty six months after date, and whereas, for the purpose of more effectually securing the prompt payment of said principal sum and the interest thereon in the manner and at the times limited by the said hereinbefore recited promissory notes this mortgage

is executed; the execution thereof being a condition precedent to the making of this loan.

Now therefore in consideration of the premises and of the sum of one dollar, we the said Samuel C. Allen and Mary F. Allen, his wife, do grant and convey unto the said J.H.C. Legg, attorney, in fee simple, the following real estate situate in the third election district of Queen Anne's County, Maryland, to wit:- All that lot or parcel of land, improved by a store house and dwelling now occupied by said Samuel C. Allen, situated on the north side of Water Street in the town of Centreville in Queen Anne's County, Maryland, between Commerce Street and Liberty Streets, with a width or frontage on said street thirty three feet and six inches, and bounded on the east side by yhr land owned by the devisees of the late Elizabeth F. Keating and the walls of the old building of the Queen Anne's National Bank of Centreville, now owned by William J. Price and on the west by the lands now owned by Bora Chambers and Katherine Busted Street, respectively, being the property formerly owned by the late James F. Haddaway, and extending with the width aforesaid from said Street between said properties to the rear wall of said Bank and thence by and with the said rear wall and western wall thereof to the properties of the law offices respectively of Thomas J. Keating and John B. Brown, now owned by the devisees of the late William McKenney and J.H.C. Legg, respectively, said rear wall and law offices lots bounding said lot hereby conveyed in the rear, and the property hereby conveyed or intended so to be, being the same lot or parcel of land conveyed to the said Samuel C. Allen by Mary E. Whiteley and William H. Whiteley, her husband, dated the 17th. day of April, in the year 1913, and recorded in Liber J.E.G. No.5, folios 82 etc. a land record book for Queen Anne's County, Maryland, See also deed fro, Philemon B. Hopper, Trustee, to Mary E. Whiteley, dated 4th. day of March 1882, and recorded in Liber S.C.D. No.1, folios 303 etc. a land record book for Queen Anne's County, Maryland,

Together with the building and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining. To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of J.H.C. Legg, attorney, his heirs and assigns forever, provided that if the said Samuel C. Allen, his heirs, personal representatives or assigns, shall well and truly pay to the said J.H.C. Legg, attorney, his personal representatives and assigns, the aforesaid principal sum of five hundred dollars and the interest thereon in the manner and at the times limited by the hereinbefore recited promissory notes for the payment of the same, and shall perform all the covenants herein on his or their part to be performed, then this mortgage shall be void, and it is agreed that until default he made in the premises, the said Samuel C. Allen, his heirs and assigns shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Samuel C. Allen, for himself, and for his heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default he made in payment of said money or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage,

then entire mortgage shall be deemed due and demandable; and it shall be lawful for the said J.H.C.Legg, attorney, his personal representatives and assigns, their attorney, or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in manner following; viz: upon giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in Queen Anne's County, and such other notice as by the said mortgagee, his personal representatives or assigns may be deemed expedient and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply, first, to the payment of all expenses incident to such sale, including a fee of \$25.00 dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, secondly, to the payment of all claims of the said mortgage, his personal representatives and assigns under this mortgage, whether the same shall have matured or not, and the surplus (if any therebe) shall be paid to the said mortgagor or his personal representatives or assigns, or to whoever may be entitled to the same. And the said Samuel C. Allen for himself and for his personal representatives and assigns does further covenant to insure, and pending the existence of this mortgage to keep insured the improvements on the hereby mortgaged land to the amount of at least \$500.00 dollars, and to cause the policy to be effected thereon, to be framed or endorsed, as in case of fire, to insure to the benefit of the said mortgagee, his personal representatives and assigns to the extent of the lien or claim hereunder.

Witness the hands and seals of the said Mortgagors.

Samuel C. Allen. (SEAL)

Test: B. Emory, Jr.

Mary F. Allen. (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this sixth day of August, in the year nineteen hundred and four before me a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Samuel C. Allen and Mary F. Allen, his wife, the mortgagors named in the foregoing mortgage and each acknowledged the foregoing mortgage to be their respective act. And at the same time also appeared J.H.C.Legg, attorney the within named mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth. And also made oath in due form of law, that he as the mortgagee has not required the mortgagor, his agent or attorney or any person for the said mortgagor to pay the tax levied thereon to be paid by the said mortgagor or any person for him during the existence of this mortgage.

B. Emory, Jr. J.P.

Queen Anne's County, to wit: Be it remembered that on the second day of January, in the year nineteen hundred and thirteen, the following assignments were brought to be recorded, to wit:-

For value received, I hereby assign the within and foregoing mortgage to James T. Bright, Trustee without recourse and guarantee.

As witness my hand and seal this 5th. day of Sept. 1911.

Test: Mary E. Forman.

J.H.C.Legg. Attorney.

For value received, I do hereby transfer and assign the within and foregoing mortgage to William J. Price with interest from Jan. 2nd., 1913. Witness my hand and seal this 2nd. day of January, 1913.

Test: J. Lemuel Roberts.

James T. Bright. (SEAL)
Trustee.

Queen Anne's County, to wit:- Be it remembered that on the twenty seventh day of October, in the year nineteen hundred and fourteen, the following assignment were brought to be recorded, to wit:-

For value received I hereby transfer and assign the within and foregoing mortgage and the debt and interest thereby secured to James T. Bright, Trustee, without recourse or guarantee. Witness my hand and seal this third day of September, nineteen hundred and fourteen.

Witness: J. Frank Harper.

Wm. J. Price. (SEAL)

For value received and in pursuance of an order of this date of the Circuit Court for Queen Anne's County, in Equity, No. 1959, I hereby transfer and assign the within and foregoing mortgage to James T. Bright, without recourse or guarantee.

Witness my hand and seal this third day of September, 1914,

Witness: Mary E. Forman.

James T. Bright. (SEAL)

For value received, I hereby transfer and assign the within and foregoing mortgage to James T. Bright without recourse or guarantee. Witness my hand and seal this 13th. day of October, 1914.

Witness: Arthur E. Sudler.

H.B.W. Mitchell. (SEAL)

Queen Anne's County, to wit: Be it remembered that on the twenty sixth day of June, in the year nineteen hundred and eighteen, the following assignments were brought to be recorded, to wit:-

For value I hereby assign the within and foregoing mortgage together with all interest due and owing thereon to William J. Price, Jr.

Witness my hand and seal this 26th. day of January, 1918.

Test: James T. Earle.

James T. Bright. (SEAL)

For purpose of foreclosure and collection, I hereby assign the within and foregoing mortgage unto James T. Earle and James T. Bright. Witness my hand and seal this 26th. day of June, 1918.

Test: Bertha G. Durney.

Wm. J. Price, Jr. (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber J.E.G. No. 6

folio 435 etc. a land record book for Queen Anne's County.

In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 26th., day of June, A.D. 1918.

Seal
Circuit
Court.

J. F. Rolph, Clerk.

And following, to wit: on the twenty sixth day of June, in the year nineteen hundred eighteen, statement of Mortgage debt was filed for record, to wit:-

Statement of mortgage debt.

Samuel C. Allen mortgage duly assigned to James T. Earle and James T. Bright. \$500.00

Interest on above from Oct. 9th., 1914

Mortgage from Samuel C. Allen and wife duly assigned to James T. Earle and James T. Bright

\$300.00

Interest on above mortgage from Oct. 9th., 1914.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this 14th. day of October, in the year nineteen hundred and eighteen before me the Clerk of the Circuit Court for Queen Anne's County aforesaid personally appeared James T. Earle and James T. Bright, Assignees of the two above described mortgages and made oath in due form, of law that the matters and facts and that the mortgage statement as above set forth is true to the best of their knowledge and belief.

J. F. Rolph.
Clerk of the Circuit Court
for Queen Anne's County, Md.

Bond filed July 10th., 1918.

KNOW ALL MEN BY THESE PRESENTS, that we, James T. Earle and James T. Bright, of Queen Anne's County, in the State of Maryland, and the NATIONAL SURETY COMPANY, a body corporate of the State of New York duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of two thousand dollars (\$2,000.00) current money of the United States, 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, successors and assigns, in the whole and for the whole jointly and severally, firmly by these presents, sealed with our seals and dated this ninth day of July, in the year nineteen hundred and eighteen.

WHEREAS the above bounded James T. Earle and James T. Bright, by virtue of a power of sale contained in two mortgages from Samuel C. Allen and Mary F. Allen, his wife, to J. H. C. Legg, attorney, one of said mortgages bearing date the first day of August, in the year nineteen hundred and four, and recorded in Liber J. E. G. No. 6, folios 435 etc. a land record book for said Queen Anne's County, and the other bearing date the first

day of June, in the year nineteen hundred and nine, and recorded in Liber S.S.No.6, folios 301, etc, a land record book for said Queen Anne's County, are authorized and empowered to sell the property described in said mortgaged in case of default being made in any of the covenants contained thereon; and whereas such default has occurred in the non-payment of the principal sum of money secured by said mortgage and in other covenants contained therein and said mortgage by mesne assignments has been assigned to the said James T. Earle and James T. Bright who are about to execute the power of sale vested in them in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded James T. Earle and James T. Bright do and shall well and faithfully abide by And fulfill any order or decree of the Circuit Court for Queen Anne's County in Equity, or by any Court of Equity having jurisdiction in relation to the sale of said property or the proceeds thereof, then this obligation to be void; otherwise it is to be and remain in full force and virtue in law.

James T. Earle. (SEAL)

James T. Bright. (SEAL)

National Surety Company.
By James T. Bright and
Chas. E. Tucker.
Its attorneys in fact.

Signed, sealed and delivered
in the presence of:-
H. Hackett Turner.

Seal's,
Place.

REPORT OF SALE --Filed Aug. 5th., 1918.

James T. Earle	(	In the Circuit Court for
James T. Bright, Assignees.	)	Queen Anne's County,
vs.	(	in Equity.
Samuel C. Allen and Wife.)	
Mortgagors.)	

To the Honorable, the Judges of said Court:-

The Report of James T. Earle and James T. Bright, Assignees of two mortgages from the above defendants, a certified copy of said mortgages being filed in these proceedings, in the execution of power of sale contained in each of the said mortgages, after default had occurred in the terms and conditions of said mortgages, by reason of the non-payment of the interest and principal debt secured by the said mortgaged, respectfully shows:-

That after giving bond with approved security for the faithful performance of their trust, and after having complied with all the prerequisites as required by law, and the said mortgages, and after giving notice of the time, place, manner and terms of sale by advertisement in the Centreville Observer, a newspaper printed and published in Queen Anne's County, State of Maryland, for more than twenty days before the day of sale, did, pursuant to said advertisement, attend in front of the Court house door, in the town of Centreville, Maryland, on the 23rd. of July, 1918, at one thirty o'clock P.M. and then and

there proceed to sell the property described in said mortgages, to wit: all of that lot of land in the town of Centreville, Maryland, situate on Water Street in said town adjoining the property of Levi Clough et al and known as the Josp. S. Morris store and dwelling property, being the same property wherein the said Jos. S. Morris conducted a store and in which he resided while a resident of Centreville, and sold the same to Thomas J. Smith at and for the sum of two thousand and one dollars, (\$2,001.00) he being then and there the highest bidder therefor.

The purchaser paid one hundred dollars on day of sale and stated that in a few days he would pay the balance of the one third purchaser money as required by the terms of sale and the final settlement would be made upon the final ratification of this sale by this Honorable Court.

All of which is respectfully submitted.

James T. Earle.

James T. Bright.
Assignees.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this 5th. day of August, in the year nineteen hundred and eighteen, before me the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared James T. Earle and James T. Bright, assignees, and made oath in due form of law that the matters and things set forth in the within and foregoing Report of sale are true as therein stated and that the sale herein reported was fairly made.

J. F. Rolph,
Clerk of the Circuit Court
for Queen Anne's County.

CERTIFICATE OF ADVERTISEMENT--Filed Aug. 5th. 1918.

Mortgage Sale of valuable REAL ESTATE.

By virtue of powers of sale contained in each of two mortgages from Samuel C. Allen and wife to J.H.C. Legg, attorney, which mortgages and assignments are duly recorded among the land records for Queen Anne's County, Maryland, the undersigned assignees, by mesne assignments of the said mortgages, will sell at public auction in front of the Court House door, in the town of Centreville, Maryland, on Tuesday, July 23rd. 1918, at one-thirty o'clock, P.M. all of that lot or tract of land situate in the town of Centreville, Maryland, known as the Joseph S. Morris Store property and dwelling which store and dwelling was formerly occupied by the said Joseph S. Morris. This property is located on Water Street, in the town of Centreville, and is well located for a mercantile establishment with all the advantages of a dwelling attached thereto. This property offers an exceptional opportunity to anyone desiring a business location in Centreville, as it is a well established business stand.

Terms of sale.

One-third of the purchase money cash on day of sale, the balance in two equal installments of six and twelve months each, the deferred payments to be secured by the notes or bonds of the purchaser, endorsed satisfactorily to the undersigned, and to bear interest from the day of sale, or all cash at the option of the purchaser.

Possession of this property can be given at once.

James T. Earle.

James T. Bright.
Assignees of mortgages.

George A. Whiteley, Auctioneer.

THE CENTREVILLE OBSERVER.

Centreville, Md. Aug. 5- 1918.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies, that the mortgage sale of real estate in the case of Earle & Bright, Assignees, vs. S.C. Allen, a true copy of which is hereto annexed, was inserted in the Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 23 day of July, in the year 1918.

THE CENTREVILLE OBSERVER PUBLISHING CO.

By W.J. Price, Jr.

ORDER NISI --Filed Aug. 5th., 1918.

NISI.

James T. Earle
James T. Bright, Assignees.

vs.

Samuel C. Allen and wife.

(
)
(
)
(
)
)

In the Circuit Court

for Queen Anne's County,

In Equity.

Chancery No. 2265.

ORDERED, this fifth day of August, A.D. 1918, that the sale of the real estate made and reported in this cause by James T. Earle and James T. Bright, assignees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th. day of October, next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 11th. day of September, next.

The Report states the amount of sales to be \$2001.00

Filed Aug. 5th. 1918.

J.F. Rolph, Clerk.

CERTIFICATION OF PUBLICATION OF ORDER NISI.

ORDER NISI.

James T. Earle,
James T. Bright, Assignees.

vs.

Samuel C. Allen and wife.

In the Circuit Court
for Queen Anne's County,
in Equity.

Chancery No. 2265.

Ordered, this fifth day of August, A.D. 1918, that the sale of the real estate made and reported in this cause by James T. Earle and James T. Bright, assignees be ratified And confirmed unless cause to the contrary thereof be shown on or before the 11th. day of October next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before

the 11th. day of September next.

The report states the amount of sales to be \$2,001.00

J.F.Rolph, Clerk.

True Copy-Test:

J. F. Rolph, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md. Sept. 19-1918,

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi in the case of Jas. T. Earle & Jas. T. Bright, Assn. vs. Saml. C. Allen and wife, a true copy of which is hereto annexed, was inserted in the Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anna's County, Maryland, once a week for four successive weeks. before the 11th. day of September, in the year 1918.

The Centreville Observer Publishing Co..
By W.J.Price, Jr..

Final Order Ratifying Sale--Filed Oct. 17th.1918.

ORDERED this 17th. day of October, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County, that the within report of sale be and the same is hereby finally ratified and confirmed, no cause to the contrary being shown, although due notice appears to have been given and the assignees are allowed the usual commissions and all expenses for which they produce vouchers to the auditor, not personal.
Filed Oct. 17th.1918.

Philemon B. Hopper.

Madison Brown,
Assignee

vs.

William B. Shawn
and
Susan A. Shawn,
his wife.

In the Circuit Court for Queen
Anne's County, in Equity.

Be it remembered that on the fifteenth
day of July, in the year nineteen hun-
dred and eighteen, the following Bond

for foreclosure was filed for record, to wit:-

State of Maryland, Sct:-

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's
County, State of Maryland and The American Surety Company of New York, a corporation existing
under the laws of the State of New York, are held and firmly bound unto the State of Maryland
in the full and just sum of four thousand and five hundred 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, administrators, successors and assigns, jointly and severally, firmly by these
presents.

Sealed with our seals and dated this eighth day of July, in the year nineteen hundred and
eighteen.

Whereas default has occurred in the terms, conditions and covenants of a mortgage
from William B. Shawn and Susan A. Shawn, his wife, to Ellen E. Bryan, bearing date on the
second day of December, eighteen hundred and eighty nine, and recorded in Liber W.D.No.3.
fols. 463 etc. a land record book of said county, and duly assigned unto the said Madison
Brown by certain assignments made thereon, duly recorded, by the non-payment of the princi-
pal mortgage debt secured by said mortgage and certain interest thereon to be paid by the
terms of said mortgage at the times named in said mortgage for the payment thereof.

Whereas the said Madison Brown, as assignee of said mortgage, because of the de-
fault in the terms, conditions and covenants of said mortgage hereinbefore set forth, is
about to make sale of the mortgaged property.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound
Madison Brown shall abide by and fulfill any order or decree which shall be made by any
court of equity in relation of the mortgaged property or the proceeds thereof, then the
above obligation to be void; otherwise to remain in full force and virtue in law.

Signed, sealed
and delivered in the
presence of:
Delha Dancy Brown.

Seal's
Place.

Madison Brown. (SEAL)
The American Surety Company
of New York, by
C. James B. Brown,
Resident Vice-President,
Attest:
H. L. Haight,
Resident Assistant Secretary.

Certified Copy of Mortgage--Filed July 15th.1918.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the second day of December,

in the year one thousand eight hundred and eighty nine, the following Mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 2nd. day of December, in the year one thousand eight hundred and eighty nine, by William B. Shawn and Susan A. Shawn, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, William B. Shawn is indebted to Ellen E. Bryan, wife of James L. Bryan, of Queen Anne's County aforesaid in the full and just sum of three thousand and thirty eight and thirty six cents (\$3038.36) for cash loaned payable five years after the 14th day of August last, with interest thereon payable Annually from said 14th. day of August last, (with this understanding that the said William B. Shawn can make in the meantime partial payments thereof; provided no one payment shall be less than the sum of Five Hundred dollars) all which is to be secured by mortgage.

NOW THIS MORTGAGE WITNESSETH, that, in consideration of the premises and of the sum of one dollar, the said William B. Shawn and Susan A. Shawn, his wife do Grant unto Ellen E. Bryan aforesaid, heirs and assigns in fee simple, all the undivided one-half interest and estate of Wm. B. Shawn in and to a farm, situate, lying and being on Kent Island, Queen Anne's County aforesaid, in Batts Neck, adjoining the lands of W.T.C. Norman Kate E. Cockey, M. Cockey and others, and containing one hundred and fifty nine acres, one rood and nineteen perches of land, being the same land described in a deed of Conveyance thereof from John T. Norman to William B. Shawn, dated the 2d day of December, 1889, and recorded among the land records of Queen Anne's County aforesaid, as also in a deed from W.B. Shawn and wife to said John T. Norman dated 2d December, 1889, and also recorded among the land records of Queen Anne's County aforesaid and in a deed from John T. Norman Commissioner to Susan A. Shawn dated 28 October 1889; and recorded in Liber W.D. No. 3, folio 412, a land record book for Queen Anne's, County aforesaid.

TOGETHER with the buildings and improvements thereupon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. PROVIDED, that if the said William B. Shawn, his heirs, executors, administrators or Assigns shall pay to the said Ellen E. Bryan, her executors, administrators or assigns the said sum of three thousand and thirty eight dollars in five years from the 14 August, 1889 with interest thereon annually from said 14th. day of August, 1889, and shall perform all the covenants and conditions herein on his or their part to be performed, then this mortgage shall be void; and it is agreed that until default be made in the premises, the said William B. Shawn his heirs and assigns, shall possess the aforesaid property, upon, paying in the meantime, all taxes and assessments of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured, which taxes, and assessments, mortgage debt and interest, and attorney's or other commissions and expenses incurred or incident to the collection of same or any part thereof, the said William B. Shawn for himself his heirs, executors, administrators and assigns, doth hereby covenant with the said Ellen E. Bryan her personal representatives and assigns, to pay, when legally demandable, and exhibit to her or them the receipted bills for such taxes whenever so re-

quired to do. But in case ~~XX~~ default be made in the payment of the mortgage debt aforesaid, or the interest which shall accrue thereon, to secured which said payments this mortgage is given or any part of either said mortgage debt or interest, when and as payable as aforesaid, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt aforesaid, intended to be hereby secured, together with the accrued and unpaid interest thereon, shall at once be due and demandable, and these presents are hereby declared to be made in trust, and it shall be lawful for the said Ellen E. Bryan, her executors, administrators and assigns, or their hereby duly constituted attorney or agent and they are hereby authorized and empowered at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said mortgage debt, interest, cost, and commissions, and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in manner following: viz: upon giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published once a week for three consecutive weeks in Queen Anne's County aforesaid, and which sale shall be at public auction for cash, or for cash and credit, at the option of the said mortgagee or those making such sale and in such proportions as she or they may determine, and which said time, place, manner and terms of sale except as herein expressly set forth, shall be such as said mortgagee, or those making such sale, may determine; and the proceeds arising from such sale to apply first, to the payment of all expenses and costs incident to such sale, including a commission to whoever may make such sale equal to such commissions as usually allowed on sales made under decrees of Courts of Equity in Maryland, secondly, to the payment of all moneys owing hereunder whether the same shall have then matured or not, and as to the balance, to pay it over to the said William B. Shawn, his heirs, assigns or whoever may be entitled to the same. And the said William B. Shawn for himself his executors, administrators and assigns, doth further covenant with the said Ellen E. Bryan, her personal representatives and assigns, to insure, and pending the existence of this mortgage, to keep insured the improvements on the hereby mortgaged land to amount of at least the insurable value thereof, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Ellen E. Bryan, her personal representatives or assigns to the extent of her or their lien or claim hereunder. And the said William B. Shawn for himself, his heirs, personal representatives and assigns doth further covenant with the said Ellen E. Bryan, her personal representatives and assigns, that he or they will neither do nor suffer to be done, pending the existence of this mortgage, any act or thing whereby the said mortgaged premises and land may be depreciated or lessened in value.

Witness their hands and seals.

W.B.Shawn. (SEAL)

Test: Jno.R.Benton.

Sus. A. Shawn. (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this 2nd. day of December, in the year one thousand eight hundred and eighty nine before the subscriber, a Justice of the Peace of the State of

Maryland, in and for Queen Anne's County aforesaid, personally appeared William B, Shawn and Susan A. Shawn, his wife, and each acknowledged the foregoing mortgage to be their respective Act.

Jno. R. Benton. J.P.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this 2nd. day of December, in the year one thousand eight hundred and eighty nine before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne' County aforesaid, personally appeared Ellen E. Bryan the within named mortgagee and made oath on the Holy Evangely of Almighty God that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

Jno. R. Benton, J.P.

QUEEN ANNE'S COUNTY, to Wit:- Be it remembered that on the twenty first day of February, in the year nineteen hundred and eighteen the following Assignments were brought to be recorded, to wit:

In consideration of the payment to me, the undersigned by Ann C.B.Vista Bryan of the sum of three thousand, three hundred and seventy one dollars, and forty four cents the amount due by this mortgage, per statement below, I, the undersigned, purusant to the order of the Orphan's Court of Queen Anne's County, passed in the matter of the estate of Ellen E. Bryan, doth hereby assign and transfer the within and foregoing mortgage unto the said Ann C.B.Vista Bryan.

The amount due on said mortgage is as follows, principal	\$3,038.36
Interest from Aug. 14, 1916 to July 24, 1917	172.16
5 Attys, commissions due J.H.C.Legg, in whose hands I heretofore placed said mortgage for collection.	<u>160.92</u>
Total	\$3,371.44
Without recourse except to amount.	

Witness my hand and seal this 24th. day of July, nineteen hundred and seventeen.

Test: Madison Brown.

Norman L. Bryan. (SEAL)
Administrator of
Ellen E. Bryan.

QUEEN ANNE'S COUNTY, to wit:-

Be it remembered that on the twenty first day of February, in the year nineteen hundred and eighteen the following assignments were brought to be recorded, to wit:-

For value received, I hereby assign and transfer the within and aforgoing mortgage unto Madison Brown.

Witness my hand and seal this 24th. day of July, nineteen hundred and seventeen.

Ann C.B.Vista Bryan (SEAL)

For value received I hereby assign and transfer the within and foregoing mortgage unto Elizabeth Shortall to extent of eleven hundred dollars, (\$1100) with interest from July 24, 1917. Witness my hand and seal this 24th. day of July, 1917.

Test: Delha D. Brown.

Madison Brown. (SEAL)

QUEEN ANNE'S COUNTY, to wit:- Be it remembered that on the fifteenth day of July, in the year nineteen hundred and eighteen the following assignment was brought to be record-

ed, to wit:- For value received, I hereby assign and transfer but without recourse to or guarantee by me the within and foregoing mortgage from William B. Shawn to Ellen E. Bryan unto Madison Brown to the extent of my right, title, interest and estate therein.

Witness my hand and seal this eighth day of April, in the year nineteen hundred and eighteen.

Test: J.H.C.Legg.

Ann C.B.Vista Bryan. (SEAL)

QUEEN ANNE'S COUNTY, to wit:-

Be it remembered that on the fifteenth day of July, in the year nineteen hundred and eighteen the following assignment was brought to be recorded, to wit:-

For value received, I do hereby assign and transfer the within and foregoing Mortgage from William B. Shawn and Susan A. Shawn, his wife, to Ellen E. Bryan, dated December 2nd. 1889, and recorded in Liber W.D. No.3, fol. 463, a land record book of Queen Anne's County, and all my right, title, interest and estate therein unto Madison Brown.

Test:

Elizabeth F. Shortall. (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY_ to wit:-

I hereby certify that the above and foregoing is truly taken and copied from Liber W.D. No.3, folios 463 etc. a land record book for Queen Anne's County, Maryland.

In testimony whereof, I hereunto set my hand and affix the seal of the Circuit Court for Queen Anne's County, this fifteenth day of July, in the year of our Lord one thousand nine hundred and eighteen.

Seal's
Place.

J. F. Rolph,
Clerk of the Circuit
Court for Queen Anne's
County.

REPORT OF SALE -- Filed July 30th.1918.

In the Circuit Court for Queen Anne's County, in Equity.

MADison Brown, Assignee,

vs.

William B. Shawn and
Susan A. Shawn, his wife.

(Chancery
)
(Docket
)
(Cause
)
(No. 2269

To the Honorable, the Judges of said Court:

The report of Madison Brown, assignee, of the mortgage mentioned in the proceedings of the above cause, unto Your Honors respectfully sets forth:-

1. That at the time of the sale hereinafter mentioned the said Madison Brown was the holder of a certain mortgage from William B. Shawn and Susan A. Shawn, his wife, to Ellen E. Bryan, bearing date on the second day of December, eighteen hundred and eighty nine, And recorded in Liber W.D. No.3, fols. 463, 464, 465 and 466, a land record book of said County, under and by virtue of certain assignments shown on the certified copy of said mortgage heretogore filed in said cause.

2. That at the time of the sale hereinafter mentioned there was due under and by said mortgage the principal sum secured by said mortgage, to wit: the sum of three thousand and thirty eight dollars and thirty cents, with interest from August the fourteenth, nineteen hundred and sixteen, together with certain attorney's fees and commissions of collection.
3. That default had occurred and was in existence at the time of the sale hereinafter mentioned in the covenants, conditions and terms of said mortgage by reason of the non-payment of the said principal debt secured by said mortgage and by reason of the non-payment of certain interest due thereon at the times provided for the payment thereof.
4. That before the day of the date of the sale hereinafter mentioned, to wit:- on July the fifteenth, nineteen hundred and eighteen, the said Madison Brown gave bond to the State of Maryland to abide by and fulfill any order or decree which should be made by any Court of Equity in relation to the sale of the mortgaged property, or the proceeds thereof, and delivered said bond to the Clerk of this Court, which bond said clerk duly approved and filed.
5. That prior to the time of the sale hereinafter mentioned the said Madison Brown gave notice of the time, place, manner and terms of said sale by advertisements inserted in the Centreville Record and in the Centreville Observer, two newspapers published in Queen Anne's County, aforesaid, for more than twenty days before the day of sale, a certified copy of the said advertisement in the Centreville Record duly certified by two publishers of said paper, is filed with this report as part hereof.
6. That the said Madison Brown, as assignee of said mortgage pursuant to said notices of sale, did attend in front of the Court house door on July the sixteenth, nineteen hundred and eighteen, at the hour of two o'clock P.M. and then and there, in exercise of the power of sale contained in said mortgage, to be exercised in case of default in the terms, conditions and covenants of said mortgage, and because of the default hereinbefore mentioned in said mortgage, proceeded to make sale of the mortgaged property in the following manner: the said Madison Brown, after reading the advertisement of sale, announced the entire property, described in said mortgage, consisting of the one undivided half interest of William B. Shawn, in the farm (called "The Benjamin Shawn Farm") situate, lying and being on Kent Island, Queen Anne's County, in Batt's Neck, containing one hundred and fifty nine acres, one rood and nineteen perches of land, more or less, would be sold with the exception of a lot of land containing about one acre of land conveyed after said mortgage by said mortgagors to William J. Hoxter, by deed dated February twentieth, eighteen hundred and ninety one, and recorded in Liber W.D. No.5, fols. 547 etc. a land record book of said county; that this lot of land so conveyed to said William J. Hoxter would be excepted from the sale, and that the purchaser would be required to settle for the property to be sold as if said farm contained one hundred and fifty eight acres, one rood and nineteen perches of land, more or less.

Then the undivided one-half interest of said William B. Shawn in said farm was offered as if the farm contained one hundred and fifty eight acres, one rood and nineteen perches of land, more or less, at public sale, to the highest bidder, and was sold unto John B. Shawn, he being then and there the highest bidder therefor, at and for the sum of forty dollars and fifty cents per acre, or for the aggregate sum of six

thousand four hundred and thirteen dollars and ninety seven cents.

7. That the said John B. Shawn has not as yet complied with the terms of sale, but stated that he would pay the full purchase in cash as soon as said sale could be ratified.

8. That the following are additional particulars of said sale: that James T. Bright, of said county, as the attorney of Susan A. Shawn, the owner of the other half interest in said farm, had, prior to date of above mentioned sale, advertised at public sale on the same terms, at the same place, and on the same day the said one-half interest in said farm of the said Susan A. Shawn; that at the time and place of sale both said James T. Bright and Madison Brown met and after reading to the public assembled after the call of sale and before the sale their notices of sale, announced jointly that the farm would be offered as a whole in order to give a purchaser an opportunity to buy the farm at one sale, instead of two sales, that the purchaser would be required to settle with the said James T. Bright for one-half of the purchase price, and with said Madison Brown for the other half of said purchase price, that the said Madison Brown would report his sale to the court for ratification in the usual manner, and would be selling only the mortgaged property; that the sale was then had in said manner and the whole farm therein, was sold to said John B. Shawn, at and for eighty one dollars per acre, or aggregate sum of twelve thousand eight hundred and twenty seven dollars and ninety four cents, one-half of which is the purchase money hereinbefore mentioned.

Which is respectfully submitted.

Madison Brown.
Assignee and vendor.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this 30th. day of July, in the year nineteen hundred and eighteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, assignee and vendor, named in the foregoing report of sale, and he did make oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

J. F. Rolph, Clerk.
of the Circuit Court for
Queen Anne's County.

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT --Filed July 30th.1918.

Mortgage Sale of Half Interest in Kent Island Farm.

Default having occurred in the terms of a mortgage from William B. Shawn to Ellen E. Bryan, dated December 2nd. 1889, and recorded in Liber W.D. No.3, folio 463, etc. a land record book of Queen Anne's County, Maryland, the undersigned, to whom said mortgage has been duly assigned, will under the power of sale in said mortgage contained, sell at public sale to the highest bidder, in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, July the 16, 1918 at 2 o'clock P.M. the mortgaged property consisting of the one undivided half interest and estate in

the farm or tract of land called "The Ben Shawn Farm" situate in Batts' Neck, on Kent Island, Queen Anne's County, Maryland, adjoining the lands of W.T. Stevens, Sudler Cockey, James, E Kirwan and the Mordecai Cockey farm, and containing 159 acres, 1 rood and 19 perches of land, more or less. The Improvements consist of a 2½ story frame dwelling nearly new, good barn, stable and other outbuildings. The arable land is adapted to growth of corn and wheat and tomatoes. The farm contains some splendid timber. This land was originally owned by William B. Shawn to extent of one-half, and by Susan A. Shawn to extent of one-half. The interest to be sold at this sale is that of which William B. Shawn died seized and possessed, with the mortgages above mentioned thereon.

Terms of Sale.

One-third of the purchase money in cash at the time of sale, and the residue thereof in two equal instalments, payable respectively in one and two years from day of sale, or all cash at the option of the purchaser at the time of sale. All deferred payments to be secured by the notes of the purchaser with sureties thereon to be approved by the undersigned.

Madison Brown.
Assignee of Mortgage, Centreville,
Maryland.

George A. Whiteley, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md. - July 16, 1918.

The Centreville Record Publishing Co, hereby certifies that the advertisement of the real estate in the case of Madison Brown, assignee vs, Wm. B. Shawn, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, before the 16 day of July, in the year 1918.

The Centreville Record Publishing Co..

By E.H. Brown, Jr.
President.

Filed July 30th., 1918.

On July the thirtieth, in the year nineteen hundred and eighteen, the following Agreements were filed for record, to wit:-

In the Circuit Court for Queen Anne's County, in Equity.

MAdison Brown, Assignee	(	Chancery Docket
vs.)	
	(	Cause
William B. Shanw, et al.	)	No. 2269.

To the Honorable, the Judges of said Court:-

It is hereby agreed by And between Madison Brown, assignee and plaintiff of the above cause, Vendore of the real estate sold in the above cause, John B. Shawn, the purchaser of the real estate sold in the above cause, per the report of sale, filed in said cause, and Susan A. Shawn the owner of the equity of redemption of the real estate sold in said cause under a deed to her from A.C.B. Vista Shawn and the other heirs, At law of William B. Shawn, the mortgagor, bearing date November 2nd. 1894 and recorded in Liber

W.H.C. No.2, folio 123, a land record book for said County, a copy of which deed is filed herewith as part hereof, that the sale of the mortgage real estate made by Madison Brown, assignee and vendor, and described in the report of sale filed in the above cause, shall be finally ratified and confirmed by the above named court without the necessity of an order nisi, thereon or the publication of such order of nisi.

The undersigned respectively set forth that there are no persons other than the undersigned interested in or entitled to the proceeds of the sale described in said report of sale other than the undersigned, and that no part of said sale is required for the payment of the debts of William B. Shawn deceased.

Test as to Susan A. Shawn: John B. Shawn and John A. Friel.	Madison Brown, John B. Shawn Susan A. Shawn.
Test as to Madison Brown: Raymond Keith.	
Test as to John B. Shawn: James, T. Bright.	

CERTIFIED COPY OF DEED --Filed July 30th.,1918.

QUEEN ANNE'S COUNTY, to wit:- Be it remembered that on the sixth day of November, in the year one thousand eight hundred and ninety four, the following deed was brought to be recorded, to wit:-

THIS DEED, made this second day of November, in the year eighteen hundred and ninety four, by A.C.B.Vista Shawn, Estella Legg Shawn, Susan Elizabeth Shawn, Lillie D.Shawn and John B. Shawn of Queen Anne's County, State of Maryland, witnesseth:

That the said A.C.B.Vista Shawn, Estella Legg Shawn, Susan Elizabeth Shanw, Lillie D. Shawn and John B. Shawn, in consideration of natural love and affection and for divers good and adequate causes us thereunto moving and the sum of ten dollars do hereby grant and convey unto Susan A.Shawn of County and State aforesaid, our mother, all our right, title, interest and estate as children and heirs at law of William B.Shawn, late of County and State aforesaid, deceased, in and to all that farm situate, lying and being in Queen Anne's County aforesaid and being on Kent Island, in Batts Neck, adjoining the lands of W.T.C.Norman, M.Cockey, Kate E.Stevens and others, and whereon Susan A.Shawn resides, containing one hundred and fifty nine acres, one rood and nineteen perches of land, being the same land described in a deed from John T. Norman to the said William B. Shawn, dated the 2nd. day of December, 1889, and recorded in Liber W.D.No.3, folio 463, a land record book for Queen Anne's County aforesaid.

Witness their hands and seals.

Witness: Robt. F.Cook.

A.C.B.Vista Shawn.	(SEAL)
Estella Legg Shawn	(SEAL)
Susan Elizabeth Shawn	(SEAL)
Lillie D. Shawn	(SEAL)
John B. Shawn	(SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this second day of November, in the year eighteen hundred and ninety four, personally appeared before me, the subscriber, a Justice of the Peace of the State in and for the County aforesaid, A.C.B.Vista Shawn, Estella Legg Shawn, Susan Elizabeth Shawn, Lillie D.Shawn and John B. Shawn, and acknowledged the foregoing deed to be their several and respective act.

Robt. F. Cook. J.P.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that the above and foregoing is truly taken and copied from Liber W.H.C. No.2, folio 123, a land record book for Queen Anne's County, Maryland.

In testimony whereof I hereunto set my hand and affix the seal of the Circuit Court for Queen Anne's County, this thirtieth day of July, A.D. 1918.

Seal's Place.

Filed July 30th.1918.

J. F. Rolph,
Clerk Circuit Court for
Queen Anne's County.

AGREEMENT --Filed July 30th.1918..

In the Circuit Court for Queen Anne's County, in Equity .

Madison Brown, Assignee of mortgage.	(	Chancery
vs.	)	Docket
William B. Shawn and Susan A. Shawn, his wife.	(	Cause
	)	No.

It is hereby agreed by and between the undersigned, Estella L. Lane, Elizabeth Baxter, Lillie D. Nelson, John B. Shawn, children of William B. Shawn, the mortgagor mentioned in the proceedings of the above entitled cause, and with one Anna C. B. Vista Bryan, his only heirs at law, parties of the first part, Susan A. Shawn, grantee and assignee of the interest inherited by said Anna C. B. Vista Bryan from said William B. Shawn, as one of his heirs at law under a deed from the said Anna C. B. Vista Bryan to the said Susan A. Shawn, party of the second part, and John B. Shawn, the purchaser of the property sold in the above entitled cause and as such described in the report of sale in the above entitled cause, party of the third part, and by Madison Brown, assignee of mortgage, vendor making the sale described in the report of sale filed in the above entitled cause, party of the fourth part, that the sale made and reported by the said Madison Brown in the Above entitled cause shall be ratified and confirmed by the Circuit Court for Queen Anne's County in Equity, forthwith, without the publication of the usual order of nisi passed on such sales, and that the said court shall forthwith pass its order ratifying and confirming said sale without the necessity of the publication of an order of nisi and without the passage of such order nisi.

All undersigned are sui juris and of full age.

Estella L. Lane.
Susan Elizabeth Baxter.
Lillie D. Nelson
John B. Shawn
Susan A. Shawn, Grantee of Anna C. B.
Vista Bryan.
James T. Bright, atty John B. Shawn
Purchaser.
John B. Shawn for himself.
Madison Brown, Assignee of mortgage
and vendor.

To the Honorable, the Judges of said Court:-

We, the undersigned, do hereby certify that we are acquainted with the matters And facts stated in the foregoing agreement; that no part of the sale mentioned above mentioned will be required for the payment of any creditors of William B. Shawn, and that there are no persons, interested in the sale mentioned above other than the parties whose names are signed to said agreement.

All parties to above agreement are sui juris. We know of no reason why said sale should not be ratified in accordance with said agreement.

James T. Bright.

STATEMENT OF MORTGAGE DEBT. Filed July 30th., 1918.

In the Circuit Court for Queen Anne's County, in Equity.

MADison Brown, Assignee	(	Chancery Docket.
vs.	)	Cause No.
William B. Shawn and	)	2269.
Susan A. Shawn, mortgagors)	

Statement of the Mortgage Debt of above cause.

Amount of the mortgage mentioned in the proceedings of above cause, same being from William B. Shawn and Susan A. Shawn, his wife, to Ellen E. Bryan, dated December 2, 1889, and recorded in Liber W.D. No. 3 fols. 463 etc. a land record book of said county. -----\$3,038.36

Upon which there is interest from from the 14th. day of August, 1916, to July 16, 1918 the day of sale, amounting to ----- 349.52
 \$3,387.88

To which is to added the amount of the commissions paid under the terms of said mortgage by Anna C.B.Vista Bryan, unto J.H.C.Legg, attorney-at law, in whose hands said mortgage was heretofore placed for collection by the administrator of Ellen E. Bryan, paid to said J.H.C.Legg, on July 24, 1917. ----- \$160.92
 3,548.80

To this is to be added the attorney's commissions due under said mortgage to J.H.C.Legg, attorney for the holder of the mortgages after the assignment by Anna C.B.Vista Bryan.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this twenty third day of July, 1918, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Madison Brown, assignee of the above mentioned mortgage, and he did make oath in due form of law that the foregoing is a true statement of the mortgage indebtedness due the mortgage mentioned above, to the best of his knowledge and belief.

C. S. Jump.
 Justice of the Peace.

PETITION FOR DISTRIBUTION OF NET SALE--Filed Aug.26th.1918.

In the Circuit Court for Queen Anne's, County, in Equity.

Madison Brown, Assignee.	(	Chancery Docket.
vs.	)	Cause No.
William B. Shawn and	)	2269.
Susan A. Shawn, mortgagors,)	

To the Honorable, the Judges of said Court:-

The petition of Susan A. Shawn and John B. Shawn, by James, T. Bright, their attorney, and of MADison Brown, unto Your Honors respectfully sets forth:

1. That William B. Shawn, the owner of the mortgaged property described in the mortgage mentioned in the above cause at the time of the execution of said mortgaged, departed this life sometime in the year eighteen hundred and ninety , intestate, seized and possessed of the mortgaged property, subject, however, to said mortgage, and leaving surviving him as his only heirs at law five children, A.C.B.Vista Shawn, Estelle Legg Shawn, Susan

Elizabeth Shawn, Lillie D. Shawn and John B. Shawn, who, by deed bearing date on the second day of November, eighteen hundred and ninety four, and recorded in Liber W.H.C. No.2, fols. 162, a land record book of said county, granted and conveyed unto the said Susan A. Shawn, one of the petitioners, the equity of redemption inherited by them from their said fathers aSaforsaid in the mortgage property.

2. That at the time of the sale described in the report of sale filed in said cause the said Susan A. Shawn was the owner, under and by virtue of said deed, of said equity of redemption, and as such entitled to receive the surplus proceeds of the sale of said cause after payment to the assignee of said mortgage his mortgage claim and expenses of sale, the proceeds of said sale being more than sufficient to pay the mortgage claim and expenses.

3. That since the time of the sale of this cause, the said Susan A. Shawn has, duly assigned by an assignment and agreement filed in said cause a part of the proceeds of said sale to which she entitled as aforesaid (see the assignment and agreement heretofore filed signed by the petitioner, Madison Brown and James T. Bright by which it is agreed that forty five hundred dollars shall be awarded in above cause unto said Madison Brown) and has assigned by assignment duly filed in said cause the remainder of the proceeds of sale to which is entitled as aforesaid unto the said John B. Shawn, one of the petitioners.

4. That no part of said surplus is required for the payment of any debts of said William B. Shawn.

5. That a copy of the deed mentioned above has heretofore been filed in this cause. Your petitioners, therefore, hereby apply unto Your Honors to have the surplus of the proceeds of said sale, after payment to the assignment of said mortgage of his mortgage claim and expenses, paid over unto the said Madison Brown, assignee of the said Susan A. Shawn, first, in accordance with the assignment to him hereinbefore mentioned, and secondly unto the said John B. Shawn, in accordance with the Assignment to him from the said Susan A. Shawn before mentioned.

Respectfully submitted.

John B. Shawn.
Madison Brown.
James T. Bright, Atty. for Susan A. Shawn.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this 26th. day of August, in the year nineteen hundred and eighteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared James T. Bright, attorney for Susan A. Shawn and John B. Shawn, two of the within named mortgagors, And he made oath in due form of law that he has personal knowledge of the matters and things set forth in the foregoing petition and that the said matters and things set forth in said petition are true as therein stated, to the best of his knowledge and belief.

J. F. Rolph,
Clerk of the Circuit Court
for Queen Anne's County.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this 26th. day of August, in the year nineteen hundred

And eighteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Madison Brown, one of the above named petitioners, and he did make oath in due form of law that he has personal knowledge of the matters and things stated in the foregoing petition and that the said matters and things stated in said petition are true as therein set forth to the best of his knowledge and belief.

J.F.Rolph, Clerk. of the
Circuit Court for Queen Anne's
County, in Equity.

Ordered, by the Circuit Court for Queen Anne's County in Equity, and by the authority thereof, upon the Aforegoing petition, on this day of August, nineteen hundred and eighteen, that Madison B.Bordley, Special Auditor, to whom the proceedings of the above entitled cause referred for the purpose to have him state an account between the proceeds of sale of the above cause and Madison Brown, Vendor of above cause, be and he is hereby directed to distribute the surplus of said sale remaining after payment to the assignee of the mortgage mentioned in above cause of his mortgage claim and expenses unto the said Madison Brown, assignee of the said Susan A.Shawn, and unto John B.Shawn, assignee of said Susan A.Shawn, in accordance with their respective assignments mentioned in the foregoing petition.

ASSIGNMENT--filed Aug.26th.,1918.

In the Circuit Court for Queen Anne's County, in Equity.

MADison Brown, Assignee	(	Chancery
vs.	)	Docket
William B.Shawn	)	Cause
Susan A.Shawn,his,wife,	)	No.2269.
Mortgagors.)	

THIS AGREEMENT AND ASSIGNMENT, made this tenth day of August, in the year nineteen hundred and eighteen, by and between Susan A.Shawn, of Merchantville, in the State of New Jersey, party of the first part, John B. Shawn, of the said place, party of the second part, Madison Brown, of Queen Anne's County of the State of Maryland, Vendor of the real estate sold in the above entitled cause and plaintiff as assignee of the mortgage mentioned in said cause of said cause, party of the third part, and James T.Bright, of Queen Anne's County, aforesaid, attorney in fact for Susan A.Shawn aforesaid, party of the fourth part.

WHEREAS, Willaim B. Shawn the mortgagor named in the mortgage filed in the above cause departed this life sometime in the year eighteen hundred And , intestate, ceased and possessed of the real estate sold in the above cause subject to the mortgage mentioned in said cause, leaving surviving him as his only heirs at law five children, to wit: A.C.B.Vista Shawn, Estella Legg Shawn, Susan Wlixabeth Shawn, Lillie D. Shawn, and John B.Shawn, who, by deed bearing date on the second day of November, in the year eighteen hundred and ninety four and recorded in Liber W.H.C.No.2, folio 123, a land

Record Book for Queen Anne's County aforesaid, granted and conveyed the real estate described in said mortgage, subject, however to said mortgage unto the said Susan A. Shawn.

WHEREAS, the said John B. Shawn has become the purchaser of the farm or tract of land called or known as "The Ben Shawn Farm" through the sale reported in the above cause in the report of sale filed in said cause and through a sale in said report mentioned as having been made by the said James T. Bright as attorney in fact of the said Susan A. Shawn.

WHEREAS, the said Susan A. Shawn, under the deed to her above mentioned is entitled to the proceeds of the sale made in the above cause remaining after the payment thereof of the mortgage debt, the interest thereon and all commissions and costs of said sale, and desires to assist the said John B. Shawn to make settlement of the purchased money due by him unto the said Madison Brown, vendore as aforesaid and unto the said James T. Bright, as the attorney, in fact of the said Susan A. Shawn, for the sales of the real estate made to him as aforesaid, and desires also to assist the said John B. Shawn to make payment of the expenses incurred or to be incurred by him incident to the transactions aforesaid.

NOW THIS AGREEMENT WITNESSETH: that is is mutually agreed by and between the parties to this agreement as follows, to wit:- THAT there shall be awarded under the said Madison Brown out of the proceeds of the sale made and reported by him in the above cause the sum of forty five hundred dollars (\$4,500.00) to be received by him for the following purposes, to wit:-

First: In payment in full of the mortgage debt, principal and interest, due under the mortgage mentioned in said cause, all commissions for making said sale and all attorney's commissions of collection and charges due under said mortgage, and all costs of the sale so made by him, including costs of advertising the sale, auctioneers charges court charges, auditor's charges and all other costs and expenses whatsoever.

Secondly: In trust, to pay thereout all attorney's fees and charges due under the said James T. Bright, by the said Susan A. Shawn for making the sale mentioned in said report of sale of her half interest in said farm and all other costs incident to said sale, including costs of advertising and auctioneering said sale, and in further trust to pay under the said James T. Bright, the attorney for the said John B. Shawn all charges of the said James T. Bright for legal services rendered by him and to be rendered by him unto the said John B. Shawn in procuring him deeds for the real estate sold under him by the said Madison Brown and the said James T. Bright, and all other papers necessary for the purpose, including the costs of this agreement and other papers to be filed in the above cause, etc.

That the said Madison Brown hereby agrees to receive the said sum of forty five hundred dollars for the purposes hereinbefore mentioned to the exoneration of the said Susan A. Shawn and to procure for her a release from the said James T. Bright in the premises.

That the said James T. Bright hereby agreed to look to the said Madison Brown for the payment of the matters and things due to him by the said Susan A. Shawn in the premises due to him and to become due to him by said John B. Shawn for legal services in the premises, to their exoneration.

That the said Susan A. Shawn shall hereby assign the proceeds of the sale due under her in the above cause unto the said MADison Brown to the extent of forty five hundred dollars for the purposes aforesaid.

NOW, THEREFORE, THIS ASSIGNMENT WITNESSETH: that in consideration of the premises and of the sum of five dollars, the receipt of which is hereby acknowledged, the said Susan A.Shawn, said party of the firstpart, does hereby assign and transfer unto the said Madison Brown the proceeds of the sale of the real estate made and reported by him in the above entitled cause to the extent of forty five hundred dollars for the purposes hereinbefore set forth, and she does hereby direct the auditor who shall state the account between the said Madison brown and the proceeds of sale of said cause to award and distribute unto the said Madison Brown, out of said proceeds of sale, said sum of forty five hundred dollars in full payment and settlement of the matters and things set forth and mentioned in sections one and two of paragraph one of this agreement.

In testimony whereof, the parties of this agreement and assignment do hereunto set their names and seals the day and year first hereinbefore written.

Test: as to Susan A.Shawn is John A. Friel. Susan A.Shawn. (SEAL) John B. Shawn. (SEAL) Madison Brown (SEAL) James T.Bright. (SEAL)

Test as to John B.Shawn is,

Test: as to MADison Brown, vendore is Charles T.Bright.

Test: as to James T.Bright is Charles T.Bright.

Test as to Susan A.Shawn John B.Shawn.

ASSIGNMENT.

In the Circuit Court for Queen Anne's County in Equity.

Madison Brown, Assignee, (Chancery Docket. vs. (Cause William B. Shawn et al. (No.2269.)

THIS ASSIGNMENT, made this tenth day of AUGust, in the year nineteen hundred and eighteen, by Susan A.Shawn, WITNESSETH:-

That for and in consideration of the sum of ten dollars, to her in hand paid by John B. Shawn, her son, the receipt of which is hereby acknowledged, the said Susan A. Shawn does hereby assign, transfer and set over unto the said John B. Shawn all the right, and estate of her, the said Susan A. Shawn, in to and of the proceeds, of the sale of the mortgage real estate made by Madison Brown, assignee, and reported by him in the above entitled cause, to which she, the said Susan A.Shawn, is, entitled under and by virtue of the deed to her from A.C.B.Vista Shawn, Estella Legg Shawn, Susan Elizabeth Shawn, Lillie B.Shawn and John B.Shawn, the five heirs, of the said William B.Shawn, bearing date November 2nd. 1894, and recorded in Liber W.H.C. No.2, folio 123, A land record book for Queen Anne's County aforesaid. This assignment is made subject to a prior assignment made by the said Susan A.Shawn, to Madison Brown and James T.Bright to the extent of forty five hundred dollars, which assignment bears date August 1918, and is intended to be filed in the above cause.

In testimony whereof the said Susan A.Shawn does hereunto set her hand and seal the day and year first above written.

Test: John B.Shawn John A. Friel. Susan A.Shawn. (SEAL)

Report and Account of Special Auditor--Filed Aug.29th.1918.

In the Circuit Court for Queen Anne's County, in Equity.
 MADISON BROWN, Assignee, (Chancery Docket.
 vs. (Cause
 William B. SHAWN, et al. (No. 2269.

To the Honorable, the Judges of said Court.

The report of Madison B. Bordley, Special Auditor, unto Your Honors respectfully sets forth that:

It appears from the proceedings of this cause that Susan A. Shawn was the owner at the time of the sale of said cause of the equity of redemption in the property sold, and as such owner entitled to the proceeds of sale remaining after the payment of the of the mortgage debt and costs of sale. It appears that the said Susan A. Shawn assigned by writing duly filed in the above cause the proceeds of the sale unto first Madison Brown, the vendor of this cause, in payment of the mortgage claim, costs of sale and then in trust to pay unto James T. Bright certain matters due by her to him, and, secondly, the balance of the sale unto John B. Shawn, Your auditor, in the annexed account, first charges the said Madison Brown with the amount of the gross sale made by him and then thereof of said sale distributed unto the said Madison Brown the sum of forty five hundred dollars in accordance with the assignment from the said Susan A. Shawn above mentioned and in the exact language of said assignment, said assignment being also an agreement between the said Madison Brown, Susan A. Shawn and others. The remainder of said sale is then in the said account distributed unto John B. Shawn in accordance with assignment from the said Susan A. Shawn to him. The said Madison Brown has exhibited unto your auditor the bills or accounts of J. F. Rolph, Clerk for his costs, of the Centreville Observer for advertising the sale, of the Centreville-Record for advertising sale and the order Nisi as to this report and account, of George A. Whitely for auctioneering the sale and of the surety company issuing the bond filed in this cause for the cost of said bond, and each bill and account mentioned shows the payment of the same. The said Madison Brown has also paid unto this auditor his fee for stating this account.

It appears from the proceedings of said cause that the said Madison Brown has made full settlement with the said James T. Bright for all matters mentioned in said assignment and agreement, and has also paid unto the said John B. Shawn the difference between the gross sale and the sum of forty five hundred dollars; see releases from the said James T. Bright and the said John B. Shawn filed in above cause.

Respectfully submitted,
 Aug. 26, 1918. Madison B. Bordley
 Special Auditor.

The proceeds of the sale of the mortgaged real estate of William B. Shawn, mortgagor, in account with Madison Brown, Assignee of the mortgaged mentioned in said cause, vendor of the mortgaged real estate under a power of sale contained in said mortgage.

=====

Cr.
 July 16, 1918.
 By gross proceeds of sale of mortgaged real estate, per report of sale filed in said cause, to wit: \$6413.97

=====

Dr.
 July 16, 1918.
 To Madison Brown, assignee of mortgage
 FIRST, in payment in full of the mortgage debt, principal and interest, due under the mortgage mentioned in said cause, all commissions due him under said mortgage for making the mortgage sale, all attorney's commissions and charges for collection of mortgage debt, due under said mortgage, all costs incident to the mortgage sale, including advertising costs and auctioneer's charges, court costs and auditor's fee for stating this audit, and all other costs and charges whatsoever, and
 SECONDLY, IN TRUST, to pay all attorneys' fees and charges due to James T. Bright, by Susan A. Shawn for making the sale mentioned in said report of sale of her half interest in "The Ben Shawn Farm" and all other costs incident to said sale, including costs of advertising sale and auctioneer's fee for crying sale, and to pay to said James T. Bright, the attorney of John B. Shawn, the purchaser of said farm, the charges of said James T. Bright for legal services rendered by him to said John B. Shawn in procuring deeds for the said real estate sold in this cause, and under the power of attorney mentioned in said report of sale, and for all other papers necessary for the pur-

pose, including costs of preparation of agreement
 and assignment filed in said cause,.....
 per terms of said agreement and assignment
 (between said Susan A.Shawn, John B. Shawn
 Madison Brown and James T. Bright) filed in above
 cause, the sum of\$4500.00

To Susan A.Shawn, owner of equity of redemption in land
 sold at time of sale mentioned above, use of
 John B.Shawn, said purchaser, per assignment from
 her to him filed in said cause, use of Madison
 Brown, Assignee and Vebdor as aforesaid, per re-
 lease from John B.Shawn to said Madison Brown
 filed in said cause, this balance, to wit\$..... 1913.97
\$6413.97 \$6413.97

MADISON B.Bordley.
 Specl. Auditor.

August 29/1918.

In the Circuit Court for Queen Anne's County, in Equity.

Madison Brown, Assignee,	(	Chancery Docket
)	
vs.	(	Cause No.
)	
William B. Shawn, et al.	(	2269.
Mortgagors.)	

To the Honorable, the Judges of said Court:-

I, John B. Shawn, mentioned in the proceedings had in the above cause, do hereby consent to the ratification of the report and account of Madison B.Bordley, Special Auditor, filed in the above cause, without the necessity of the publication of the usual order nisi relating to reports and accounts of auditors in chancery causes. As one of the heirs of William B.Shawn, the mortgagor owning the land mortgaged and sold in above cause, as assignee of the amount awarded to Susan A. Shawn, widow of said William B.Shawn and as assignee of the estates and interests of the other heirs of the said William B. Shawn, I am the only person interested in the proceeds of sales of said cause, save Madison Brown, the vendor of said cause.

John B. Shawn.

NISI RATIFICATION OF AUDIT- Filed Aug. 29th.,1918.

NISI RATIFICATION OF AUDIT.		
Madison Brown, Assignee,	(	In the Circuit Court for
)	
vs.	(	Queen Anne's County, in Equity.
)	
William B.Shawn, et al.	(	Cause No. 2269.
)	

ORDERED, this 29th. day of Aug. in the year nineteen hundred and eighteen, that the Report and account filed in these proceedings by Madison B.Bordley, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th. day of September, 1918; provided a copy of this order be published once a week in each of two successive weeks before the 21st. day of September, 1918, in some newspaper printed and published in Queen Anne's County.

J.F.Rolph, Clerk.

Filed Aug. 29th.,1918.

Walls and Estelle Walls, in fee simple, all that piece or parcel of ground, situate, lying and being in 7th. election district of Queen Anne's County, State aforesaid, on the west side of the public road leading to Deep Landing on Chester River, adjoining the farm formerly owned by Lorenzo H. Knight, but now held by Annie E. Smith, and also upon the waters of Chester River, and containing one hundred acres of land, more or less, and being moreover the same land and premises which were conveyed to the said Roland Mepham by deed of Lorenzo D. Knight and others, dated Oct. 12th. 1911, and duly recorded in Liber S.S.No.10, folio 450 etc. a land record for Queen Anne's County aforesaid, reference to which deed is to be made for a more complete description of above described lands.

TOGETHER with the buildings and improvements thereupon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid tract or parcel of ground and premises unto and to the proper use and benefit of M. Florence and Estelle Walls, their heirs and assigns forever. PROVIDED, that if the said Roland Mepham and Emma Mepham their heirs, executors administrators or assigns, shall pay said principal sum and the interest as above set forth, including five per cent commission for collecting any deferred or over due payments, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is agreed that until default be made in the premises, the said Roland Mepham and Emma Mepham shall possess the aforesaid property upon paying in the meantime all insurance premiums, taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property; which insurances premiums, taxes, assessments, public dues, charges, mortgage debt and interest due, the said Roland Mepham and Emma Mepham for themselves, and for their heirs, executors, administrators and Assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and these presents are hereby declared to be made in trust, and the said M. Florence Walls and Estelle Walls, or J. Waters Russel, of Chestertown, Maryland their agent, is hereby authorized and empowered at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following: viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County Maryland, and such other notice as the party making said sale shall deem proper, which said sale may be at public auction (or that failing at private sale) to the highest bidder, and for cash or credit, at the option of the party making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including all counsel or attorney' fees, and the actual cost of such bond as may be secured by the party or parties making the sale in some approved Surety

Company and a commission to the party making sale of said property, equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, secondly, to the payment of all claims of the said mortgagees their personal representatives and assigns under this mortgage, whether the same shall have matured or not, and the surplus, (if any there be) shall be paid to the said mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same. But, in case said mortgage debt, interest and costs are paid after default (and also, after filing of the bond required by law in foreclosure proceedings by the party undertaking to make sale of said property) by any one entitled to pay the same, or said sale is withdrawn at the request of said mortgagors, or any of them, then the said M. Florence Walls and Estelle Walls, mortgagors, for their heirs and for their personal representatives and assigns, do hereby further covenant to and with the said mortgagors, their heirs, personal representatives and assigns, to pay to the party undertaking to make sale of said property under the powers herein before granted, a commission on the said mortgage debt and accrued interest thereon equal to one-half of the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, together with all costs incurred, including a counsel or attorney's fee of thirty dollars.

AND the said Mortgagors for themselves and for their heirs, executors, administrators and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured the improvements on the hereby mortgaged land to amount of at least their full insurable value, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said M. Florence Walls and Estelle Walls, or their assigns to the extent of their lien or claim hereunder.

AND the said mortgagors for themselves, and for their heirs, executors, administrators and assigns, do further covenant to pay unto the said mortgagees, or their personal representatives and assigns hereunder any insurance premiums or charges on any property covered by this mortgage paid by the said mortgagees, or their personal representatives and assigns hereunder. And the said mortgagors do further covenant that they will neither do, nor suffer to be done, pending the existence of this mortgage, any act or thing whereby the said premises may be depreciated or lessened in value.

Witness our hands and seals.

Roland Mepham. (SEAL)

Test: W.H. Pairo.

Emma Mepham. (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:-

I hereby certify that on this 2nd. day of July, in the year nineteen hundred and fifteen, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Roland Mepham and Emma Mepham, and each acknowledged the foregoing mortgage to be their respective act.

Notary
Seal
Public.

W.H. Pairo. (SEAL)
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, to wit:-

I hereby certify that on this, 2nd. day of July, in the year nineteen hundred and fifteen, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared J. Waters Russel, agent for mortgagees, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth, and further made oath that he is the duly authorized agent of the mortgagees to make this affidavit.

Notary
Seal
Public.

W.H. Pairo, (SEAL)
Notary Public.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the thirty first day of July, in the year nineteen hundred and eighteen, the following Assignment was brought to be recorded, to wit: For value received, we hereby assign the within and foregoing mortgage to J. Frank Harper, for the purpose of collection by foreclosure.

Witness our hands and seals this twenty ninth day of July, in the year nineteen hundred and eighteen:-

Test: Medford Walls.

M. Floreene Walls. (SEAL)

Estelle Walls. (SEAL)

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that the above and foregoing mortgage is truly taken and copied from Liber W.F.W.No.7, folios 279 etc. a land record book for Queen Anne's County Maryland.

In testimony whereof, I hereunto set my hand and affix the seal of the Circuit Court for Queen Anne's County this thirty first day of July, in the year nineteen hundred and eighteen.

J. F. Rolph,
Clerk of the Circuit Court for
Queen Anne's County, Maryland.

Petition for authority to execute
power of sale in mortgage--
Filed July 31st. 1918.

F. Frank Harper.
Assignee of Mortgage

vs.

Roland Mepham and
Emma Mepham, his wife,
mortgagors.

(In the Circuit Court for
)
(Queen Anne's County,
)
(in Equity,
)
(Cause No.
)

To the Honorable, the Judges of said Court:-

The Petition of J. Frank Harper, Assignee of Mortgage, to your Honors respectfully shows:

1. That he is the assignee of the mortgage from Roland Mepham and Emma Mepham, his wife to M. Florence Walls and Estelle Walls, bearing date the second day of July, nineteen hundred and fifteen, and recorded in Liber W.F.W.No.7, folios 279 etc. a land record book for Queen Anne's County aforesaid, which mortgage was assigned to your Peti-

tioner by the said M. Florence Walls and Estelle Walls by assignment bearing date the twenty ninth day of July, nineteen hundred and eighteen, a certified copy of which said mortgage and assignment is filed in the above cause..

2. That default having occurred in the above described mortgage by reason of the non-payment of the principal mortgage debt and the interest due thereon, covenanted to be paid by the terms of said mortgage at the times therein respectively provided for the payment thereof, your Petitioner desires, as the assignee of said mortgage, to execute the power of sale contained in said mortgage by making sale of the property described in and granted by said mortgage.

3. That it appears from the land records of Queen Anne's County aforesaid that the present owner of the equity of redemption in the real estate described in and granted by said mortgage is one Gilbert T. Smith, that the said Gilbert T. Smith does not reside in Queen Anne's County aforesaid, but from such information as your Petitioner has been able to obtain, the said Gilbert T. Smith's last place of residence was somewhere in the State of Connecticut; and that your Petitioner is unable to ascertain definitely whether or not the said Gilbert T. Smith is at the present time in the military or naval service of the United States of America.

Your Petitioner therefore prays that this Honorable Court may pass an order, as provided by section 302 of the Act of Congress, approved March 8, 1918, known as the Soldiers' and Sailors' Civil Relief Act, authorizing and empowering him, as the assignee as aforesaid of said mortgage, to execute the power of sale contained in said mortgage by making sale of the real estate described in and granted by said mortgage in accordance with the provisions and in the manner set forth in the said power of sale contained in said mortgage.

And as in duty bound etc.

J. Frank Harper.
Assignee of Mortgage.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this thirty first day of July, in the year nineteen hundred and eighteen, before me, the subscriber, the Clerk of the Circuit Court of Queen Anne's County, personally appeared J. Frank Harper, Assignee of mortgage, and made oath in due form of law that the matters and things stated in the foregoing Petition are true as therein set forth to the best of his knowledge and belief.

J. F. Rolph,
Clerk of the Circuit Court
for Queen Anne's County.

ORDER OF COURT.

Upon the foregoing Petition, IT IS ORDERED, this first day of August, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the Petitioner, J. Frank Harper, Assignee of the mortgage described in said Petition, be and he is hereby authorized and empowered as the Assignee as aforesaid of said mortgage, to execute the power of sale contained in said mortgage by making sale of the real estate described in and granted by said mortgage in accordance with the provisions and in the manner set forth in the said power of sale contained in said mortgage.

Filed Aug. 1st., 1918.

PHILEMON B. HOPPER.

BOND with security approved--Filed Aug.3rd.1918.

KNOW ALL MEN BY THESE PRESENTS, that we, J.Frank Harper, of Queen Anne' s County, in the State of Maryland, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty Five Hundred Dollars (\$2,500.00) current money of the United States, to be paid to the State of Maryland, aforeSaid, 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, successors and assigns, in the whole and for the whole jointly and severally, firmly by these presents, sealed with our seals and dated this third day of August, in the year nineteen hundred and eighteen.

WHEREAS a certain mortgage from Roland Mepham and Emma Mepham, his wife, to M. Florence Walls and Estelle Walls, bearing date the second day of July, nineteen hundred and fifteen, and recorded in Liber W.F.W. No. 7, folios 279 etc. a land record book for Queen Anne's County, State of Maryland, was, by the said M.Florence Walls and Estelle Walls duly assigned to the said J.Frank Harper by assignment bearing date the twenty ninth day of July, nineteen hundred and eighteen, the said assignment being recorded in said land record book for Queen Anne's County aforesaid at the foot of said mortgage;

AND WHEREAS the above bounden J.Frank Harper, the assignee of said mortgage as aforesaid, is about to execute the power of sale contained in the aforesaid mortgage by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt named in said mortgage and by reason of the non-payment of the interest covenanted to be paid upon said principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden J.Frank Harper do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:-
Anna I. Covington.

Seal's
Place.

Attest: Wm.W.Pegrans.
Asst. Secretary.

J.Frank Harper. (SEAL)
UNITED STATES FIDELITY
AND GUARANTY COMPANY
By L.R.Salenberger.
Vice-President.

STATEMENT OF MORTGAGE DEBT--Filed Aug.27th.1918.

J.Frank Harper,
Assignee of mortgage
vs.
Roland Mepham and
Emma Mepham, his wife,
Mortgagors.

(In the Circuit Court for
)
(Queen Anne's County, in
)
(Equity,
)
(Cause No. 2275.

2. That prior to the sale hereinafter mentioned of the mortgaged property, the said J. Frank Harper, Assignee of said mortgage as aforesaid, gave bond to the State of Maryland conditioned to abide by and fulfill any order or decree which should be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof as provided by law, which bond was filed with the Clerk of this Court, and was by said Clerk approved, prior to the sale hereinafter reported.

3. That after giving notice of the time, place, manner and terms of sale in the Centreville Observer, a newspaper published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, notice thereof having also been given in the Centreville Record, another newspaper published in said County, the said J. Frank Harper, Assignee of said mortgage as aforesaid, did pursuant to said notice attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the twenty seventh day of August, nineteen hundred and eighteen, at the hour of one o'clock, P.M. and then and there, in execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, default having occurred as above stated, proceeded to sell the real estate described in and granted by said mortgage that is to say: He then and there offered at public sale to the highest bidder the real estate described in said advertisement of sale and in said mortgage, being all that tract or parcel of land, situate in the Seventh Election district of Queen Anne's County, Maryland lying on Chester River, and on the west of the public road leading to Deep Landing on said river, adjoining the land of The J. Waters Russel Realty Company, and containing one hundred acres of land, more or less, being the same land described in the deed from Lorenzo D. Knight and others to the said Roland Mepham dated October 12th. 1911, and recorded in Liber S.S. No. 10, folios 450, etc, a land record book for Queen Anne's County aforesaid, and sold the same to M. Florence Walls and Estelle Walls, of Queen Anne's County aforesaid, they being then and there the highest bidders therefor, at and for the sum of ten dollars (\$10.00) per acre, making the total amount of the purchase price for said entire one hundred acres of land, more or less, so sold to the said M. Florence Walls and Estelle Walls, the sum of One thousand dollars (\$1,000.00) The said vendor filed herewith as a part of this report, marked "Exhibit A", a certificate of the publication of the aforesaid advertisement of sale in the aforesaid newspaper, The Centreville Observer.

Respectfully submitted:

J. Frank Harper.
Assignee of Mortgage.

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:-

I hereby certify that on this fourth day of October, in the year nineteen hundred and eighteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared J. Frank Harper, Assignee of Mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J. F. Rolph,
Clerk of the Circuit Court for
Queen Anne's County.

Filed. Oct. 4th. 1918.

Certificate of Publication of Advertisement.
Filed Oct. 4-1918.

Assignee's Sale of Valuable Real Estate, situate in the Seventh District of Queen Anne's County, Md.

By virtue of the power of sale contained in the mortgage from Roland Mepham and Emma Mepham, his wife, to M. Florence Walls and Estelle Walls, dated July 2nd. 1915, and recorded in Liber W.F.W.No.7, folios 279 etc. a Land record book for Queen Anne's County, Maryland, which mortgage was by the said M. Florence Walls and Estelle Walls duly assigned to J. Frank Harper by assignment dated July 29th. 1918, said assignment being recorded among said land records at the foot of said mortgage, the undersigned, J. Frank Harper, assignee as aforesaid of said mortgage, will offer for sale at public auction in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, Aug. 27, 1918, commencing at the hour of one o'clock P.M. All that tract or parcel of land situate in the Seventh Election district of Queen Anne's County, Maryland, lying on Chester River and on the west of the public road leading to Deep Landing on said river adjoining the land of the F. Waters Russel Realty Company, and containing 100 acres of land, more or less, being the same land described in the deed from Lorenzo D. Knight and others to the said Roland Mepham dated October 12th. 1911, recorded among said land records of Queen Anne's County in Liber S.S.No.10, folios 450 etc.. This land is situate on Chester River and is about a half of a mile distant from Deep Landing, about 3 miles from Crumpton, and about $6\frac{1}{2}$ miles from Chestertown. The soil is light and is well adapted to the growth of corn, truck and fruit. The improvements consist of a stable.

TERMS OF SALE-- One-Third of the purchase money to be paid in cash at time of sale, and the balance of the purchase money to be paid in two equal instalments, payable respectively in six and twelve months from the day of sale, the credit payments to bear interest from day of sale, and to be secured by the notes of the purchaser with security thereon to be approved by the undersigned, or the whole purchase money may be paid in cash at the option of the purchaser.

C.S. Jump, Auctioneer.

J. Frank Harper, Assignee.

THE CENTREVILLE OBSERVER.

Centreville, Md. August 24, 1918.

The Centreville Observer Publishing Co, hereby certifies that the Assignee's Sale of real estate in the case of Mepham vs. Walls, a true copy of which is hereto annexed, was inserted in the Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 27th. day of August in the year 1918.

"Exhibit A."

The Centreville Observer Publishing Co..
 By W. J. Price, Jr..

Filed Oct. 4th. 1918.

ORDER NISI--Filed Oct. 4th.,1918.

ORDER NISI.

J.Frank Harper, Assignee of Mortgage	(	In the Circuit Court for
vs.	)	Queen Anne's County, in
Roland Mepham and Emma Mepham, his wife, mortgagors.	(	Equity.
	)	Cause No. 2275.

ORDERED, this fourth day of October, in the year nineteen hundred and eighteen, that the sale of the mortgaged real estate made and reported in the above cause by J.Frank Harper, Assignee of Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the seventh day of December next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, State of Maryland once in each of four successive weeks before the sixth day of November next.

The report states the amount of the sale to be \$1,000.00

Filed Oct. 4th.,1918.

J.F.Rolph,
Clerk of the Circuit Court
for Queen Anne's County.

Certification of Publication of Order Nisi
Filed Jan. 3,1919.

ORDER NISI.

J.Frank Harper Assignee of Mortgage	(	In the Circuit Court for
vs.	)	Queen Anne's County, in
Roland Mepham and Emma Mepham, his wife, mortgagors.	(	Equity,
	)	Cause No. 2275.

ORDERED, this fourth day of October, in the year nineteen hundred and eighteen, that the sale of the mortgaged real estate made and reported in the above cause by J. Frank Harper, Assignee of mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the seventh day of December, next, provided a copy of this Order be inserted in some newspaper printed and published in Queen Anne's County State of Maryland, once in each of four successive weeks before the sixth day of November next.

The report states the amount of the sale to be \$1,000.00

Filed October 4th.,1918.

J.F.Rolph, Clerk.

True Copy--Test;
J.F.Rolph, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md. January 3, 1919.

The Centreville Observer Publishing Co, hereby certified that the Order Nisi in the case of J.Frank Harper, Assignee of Mortgage, vs. Roland Mepham and Emma Mepham, Mortgagors a true copy of which is hereby annexed, was inserted in the Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland,

once a week for four successive weeks before the 6th. day of November, in the year 1918.

The Centreville Observer Publishing Co..

Filed Jan. 3-1919,

By. S. Chas. Walls, Secy.

FINAL ORDER OF RATIFICATION.
Filed Jan. 4 1919.

FINAL ORDER OF RATIFICATION.

J. Frank Harper,
Assignee of Mortgage.

vs.

Roland Mepham and
Emma Mepham, his wife,
Mortgagors.

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In the Circuit Court for
Queen Anne's County,
in Equity,
Cause No. 2275.

ORDERED, this third day of January, in the year nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale of the real estate made by J. Frank Harper, Assignee of Mortgage, and reported by him in the above cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the preceding order nisi passed in this cause on the fourth day of October, 1918; and the said J. Frank Harper, Assignee of Mortgage, is allowed the usual commissions and all expenses, not personal, for which he shall produce vouchers to the auditor of this Court.

Filed Jan. 4th., 1919.

Philemon B. Hopper.

REPORT AND ACCOUNT OF AUDITOR--Filed Feb. 28th., 1919.

in the Circuit Court for Queen Anne's County, in Equity.

J. Frank Harper, Assignee,

vs.

Roland Mepham and Emma
Mepham, mortgagors.

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Chancery Docket.
Cause.
No. 2275.

To the Honorable, the Judges of said Court:-

The report of Madison Brown, Auditor, unto your Honors respectfully sets forth:-

That he has stated the with account, first, charging J. Frank Harper party making sale of the mortgaged real estate with the gross sale made by him, and then thereout allowing unto him his commissions, for making sale, per terms of mortgage, the costs of advertising the sale and the several orders nisi of this cause, the court costs of this cause, and state and county taxes paid by him on the real estate sold, and the auditor's fee.

The balance of said sale remaining after these allowances is not sufficient to pay the mortgage debt due under the mortgage under which said sale was made, and is awarded by the within account unto the said J. Frank Harper, as assignee of the said mortgage, on account of said mortgage debt.

Below is appended a statement of the mortgage debt showing the amount awarded on

account thereof in the within account, and showing balance remaining after said allowance or award.

Respectfully submitted,

Feb. 24, 1919.

Madison Brown, Auditor.

Statement of Mortgage Debt.

Roland Mepham and Emma Mepham, his wife, in account with J. Frank Harper Assignee of the mortgage mentioned in the proceedings of this cause.

To amount of principal due by said mortgage on the day of the sale of this cause, August, 27, 1918, to wit: -\$900.00

To interest from January 2, 1918, to August 27, 1918, thereon 35.25

Total principal and interest due on Aug. 27, 1918.935.25

Credits - by the amount awarded by the within account to said J. Frank Harper on account of said mortgage debt, to wit: 808.90

Dr: To balance due, same bearing interest from August 27, 1918, to wit: -\$126.35

The Proceeds of the sale of the mortgaged real estate of Roland Mepham and Emma Mepham, his wife, mortgagors, in account with J. Frank Harper, Assignee, vendor of mortgaged real estate.

1918. Cr.
Aug. 27. By gross sale of the mortgaged property, per report of sale filed, to wit:\$1,000.00

Dr.

" " To J. Frank Harper, party making sale of mortgaged real estate, for his commissions, per terms of mortgage, to wit:\$67.50

To do., for the court costs of this cause per statement made by Clerk.:
Costs of J. F. Rolph, Clerk. \$20.00
Appear. fee of J. H. Harper. 10.00 30.00

To do., for costs of advertising sale and order nisi thereon in Centreville Observer, per bill for same, to wit: 25.00

To do., for the costs of advertising sale and order nisi on audit in Centreville Record, per bill for same, to wit: 20.00

To do., for charges of C. S. Jump for crying sale, to wit: 5.00

To do., for costs of his bond filed in this cause with corporate surety thereon, paid said surety, per receipt, to wit: 10.00

To do., for state and county taxes for year 1917, \$10.48 and for year 1918, \$18.62, on property sold, paid C. S. Quimby, Treasurer receipts for same appear attached to tax bills, to wit: 29.10

To Madison Brown, Auditor, for stating this account, to wit: 4.50

To J. Frank Harper, assignee on account of the debt due under mortgage mentioned in the proceedings of this cause, this balance, same not being sufficient to pay mortgage debt in full, to wit: 808.90.

.....\$1,000.00\$1,000.00

Feb. 22nd, 1919.

Madison Brown, Auditor.

NISI RATIFICATION OF AUDIT --Filed Feb. 27th.1919.

NISI RATIFICATION OF AUDIT.

J. Frank Harper, Assignee.

vs.

Roland Mepham and Emma
Mepham, Mortgagors.

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In the Circuit Court for
Queen Anne's County,
In Equity,
Case. No. 2275.

ORDERED, this 28th. day of February, in the year nineteen hundred and nineteen,
that the report and account filed in these proceedings by Madison Brown, auditor, be
ratified and confirmed, unless cause to the contrary thereof be shown on or before the
25th. day of March, 1919, provided a copy of this order be published once a week in each
of two successive weeks before the 17th. day of March, 1919, in some newspaper printed and
published in Queen Anne's County.

Filed February 27th., 1919.

J.F. Rolph, Clerk.

CERTIFICATION OF PUBLICATION OF
NISI RATIFICATION OF AUDIT.
Filed March 25th., 1919.

NISI RATIFICATION OF AUDIT.

J. Frank Harper, Assignee.

vs.

Roland Mepham and Emma
Mepham, mortgagors.

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In the Circuit Court for
Queen Anne's County, in
Equity,
Case No. 2275.

ORDERED, this 28th. day of February, in the year nineteen hundred and nineteen
that the Report and account filed in these proceedings by Madison Brown, Auditor, be
ratified and confirmed, unless cause to the contrary thereof be shown on or before the
25th. day of March, 1919, provided a copy of this order be published once a week in each
of two successive weeks before the 17th. day of March, 1919, in some newspaper printed
and published in Queen Anne's County.

Filed February 27th., 1919.

J.F. Rolph, Clerk.

True Copy--Test;

Filed February 27th. 1919.

J.F. Rolph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. March 24th., 1919.

The Centreville Record Publishing Co, hereby certifies that the Nisi Ratifica-
tion of Audit in the case of J. Frank Harper, assignee, vs. Roland Mepham and Emma Mepham
Mortgagors, Chancery Bo. 2275, a true copy of which is hereto annexed, was inserted in
The Centreville Record, a weekly newspaper printed and published at Centreville, Queen
Anne's County, Maryland, once a week for two successive weeks before the 17th. day of
March, in the year 1919.

The Centreville Record Publishing Co..
By E.M. Forman,
Associate Editor.

FINAL ORDER RATIFYING AUDIT.

Filed April 25th., 1919.

J. Frank Harper, Assignee.

vs.

Roland Mepham and
Emma Mepham,
Mortgagors.(In the Circuit Court for
)
(Queen Anne's County,
)
(in Equity,
)
(Cause. No. 2275.
)

ORDERED, this 25th. day of April, in the year nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County, in Equity and by the authority of said Court, that the within and foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given in accordance with and as required by the conditional order of ratification of said Report and Account passed in the above cause on February 28, 1919; and the Assignee, J. Frank Harper, is hereby authorized and directed to pay out and disburse the several amounts distributed therein in accordance therewith.

Filed Apr. 25th., 1919.

Philemon B. Hopper.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the seventh day of September, in the year nineteen hundred and eighteen, the following Bill Of Complaint was filed for recorded, to wit:-

Addie B. Smith, Marion DeK. Smith
Anne B. Smith

vs,

Emma Hynson Wilson, Rogers
Wilson, Carolene Hynson Stol-
lenwerck, Carroll M. Stollen-
werck, Helen Hynson Wilson,
Robert Wilson, Eugenia Hynson,
Alice Dunn Hynson, Mary Rogers
Hynson.

(In the Circuit Court for
(Queen Ann's County,
(Md. In Equity.
(No.
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To the Honorable, the Judges of said Court:-

Your Orators, Addie B. Smith, Marion DeK. Smith, and Anne B. Smith, through their attorney, Herbert E. Perkin, complaining say:-

1. That Marion DeK. Smith, late of Kent County, Maryland, deceased and Richard D. Hynson, late of said Kent County, deceased, were in their lifetime seized and possessed as tenants in common of a tract or parcel of land lying in said Queen Anne's County, situate in the 7th. election district, on the road between Crumpton and Millington, containing 322 acres of land, more or less, and now tenanted by Frank McGinnis.

2. That being so seized and possessed as tenants in common with the said Richard D. Hynson, the said Marion DeK. Smith, departed this life on or about the day of March, 1910, intestate, and leaving surviving him, a widow, Addie B. Smith, who resides in said Kent County, and the following children and descendants, to whom, as heirs at law, his interest in said farm descended, viz. Marion DeK. Smith, a son, who is over 21 years of age, and resides in City of Trenton, New Jersey. Anne B. Smith, a daughter, who is over 21 years of age, and resides in said Kent County.

3. That being so seized and possessed as tenant in common with the said Marion DeK. Smith, the said Richard D. Hynson departed this life on or about the 2nd. day of June, 1907, intestate and leaving surviving him, a widow, Emma A. Hynson, who afterwards intermarried with Rogers Wilson, both of whom reside in the City of Wilmington, State of Delaware, and the following children and descendants, to whom, as his heirs at law, his interest in said farm descended, viz: Carolene Hynson, a daughter who intermarried with Carroll Stollenwerck, who are over 21 year of age, and reside in Helen Hynson, a daughter who intermarried with Robert Wilson, who are over 21 years of age, and reside in the City of Atlanta, State of Georgia. Eugenia Hynson, a daughter, Alice Dunn Hynson, a daughter and Mary Rogers Hynson, a daughter, all under 21 years of age, and reside in the City of Wilmington, State of Delaware.

4. That said real estate is not susceptible of a partition without material loss and injury to the interested parties, and that it would be for the benefit and advantage of all the interested parties that a sale should be made and the proceeds of sale divided among them.

And that said Eugenia Hynson, Alice Dunn Hynson and Mary Rogers Hynson, three of the interested parties, are infants under 21 years of age, and it would be for their

benefit and advantage that a sale should be made and their interest in the proceeds of sale re-invested.

To the end therefore that said real estate may be sold and the proceeds of sale divided among those interested.

That the respective shares and interests of said infants in the proceeds of sale be re-invested in some productive fund for their benefit.

That your Orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your orators the order of publication giving notice to the said Emma Hynson Wilson, Rogers Wilson, and to the said infants, Eugenia Hynson, Alice Dunn Hynson and Mary Rogers Hynson, all residing in the City of Wilmington, State of Delaware, who are nonresidents of this State; and to the said Carolene Hynson Stollenwerck and Carroll Stollenwerck, who are non-residents of this State; and to the said Helen Hynson Wilson and Robert Wilson, who reside in the City of Atlanta, State of Georgia; of the object and substance of this Bill, and warning them to appear in this Court, in person or by solicitor, on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed.

And as in duty bound etc..

Herbert E. Perkins.
Solicitor for Complainants.

ORDER OF PUBLICATION --Filed Sept. 21st. 1918.

ORDER OF PUBLICATION.

In the Circuit Court for Queen Anne's County in Equity .

Addie B. Smith	(
Marion DeK. Smith)
Anne B. Smith.	(
)
Plaintiffs.	(
)
vs.	(
)
Emma Hynson Wilson,	(
Rogers Wilson,)
Carolene Hynson Stollenwerck	(
Carroll M Stollenwerck)
Helen Hynson Wilson	(
Robert Wilson)
Eugenia Hynson	(
Alice Dunn Hynson)
Mary Rogers Hynson	(
)
Fedendants.)

The object of this suit is to procure a decree for the sale of the real estate situate in Queen Anne's County, State of Maryland, of Marion DeK. Smith and Richard D. Hynson, both late of Kent County, State of Maryland, for the purpose of the partition of the proceeds of said sale among those interested, and for the investment of the interest and shares of the infants so interested in said real estate in some productive fund for their benefit.

The Bill states:-

1. That Marion DeK. Smith, late of Kent County, Maryland, deceased, and Richard D. Hynson, late of said Kent County, deceased, were in their lifetime seized and possessed

as tenants in common of a tract or parcel of land lying in said Queen Anne's County, situate in the 7th. election district, on the road between Crumpton and Millington, containing 322 acres of land, more or less, and now tenanted by Frank McGinnis.

2. That being so seized and possessed as tenants in common with the said Richard D. Hynson the said Marion DeK. Smith departed this life on or about the day of March, 1910, intestate, and leaving surviving him, a widow, Addie B. Smith, who resides in said Kent County and the following children and descendants, to whom, as heirs at law his interest in said farm descended, viz:- Marion DeK. Smith, a son who is over 21 years of age, and resides in City of Trenton, New Jersey. Anne-B Smith, a daughter, who is over 21 years of age, and resides in said Kent County.

3. That being so seized and possessed as tenants in common with the said Marion DeK Smith, the said Richard D. Hynson, departed this life on or about the 2nd. day of June, 1907, intestate, and leaving surviving him, a widow, Emma A. Hynson, who afterwards intermarried with Rogers Wilson, both of whom reside in the City of Wilmington, State of Delaware, And the following children And descendants, to whom, as his heirs At law, his interest in said farm descended, viz: Carolene Hynson, a daughter, who intermarried with CARroll Stollenwerck, who are over 21 years of age, and reside in
Helen Hynson, a daughter, who intermarried with Robert Wilson, who are over twenty one years of age, and reside in the City of Atlanta, State of Georgia. Eugenia Hynson, a daughter, AlicenDunn Hynson, a daughter, and Mary Rogers Hynson, a daughter, all under 21 years of age, and reside in the city of Wilmington, State of Delaware.

4. That said real estate is not susceptible of a partition without material loss and injury to the interested parties, and that it would be for the benefit and advantage of all the interested parties that a sale should be made and the proceeds of sale divided among them.

And that Said Eugenia Hynson, Alice Dunn Hynson and Mary Rogers Hynson, three of the interested parties, are infants under 21 years of age, and it would be for their benefit and advantage that a sale should be made and their interest in the proceeds of sale re-invested.

The bill then prays for the passage of a decree for the sale of said real estate and for the division of the proceeds among those interested, and for the re-investment of the shares and interest of the said infants.

It is thereupon, on this twenty first day of September, 1918, ordered by the Circuit Court for Queen Anne's County, in Equity, that the plaintiffs, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County once in four successive weeks before the 29th. day of October, 1918, give notice to the said absent defendants of the object and substance of this bill, and warn to appear in this Court, in person or by solicitor, on or before the 13th. day of November next, to show cause, if any they have, why a decree ought not to pass as prayed.

J.F. Rolph, Clerk.

Filed Sept. 21. 1918

Attached to the following Certificate was a newspaper clipping of the advertisement of the foregoing Order of Publication and for reference to the advertisement of same see clipping among the papers in this case. Filed November 19th. 1918.

THE CENTREVILLE RECORD.

Centreville, Md.. Nov. 19-1918 .

The Centreville record Publishing Co, hereby certifies that the order of Publication in the case of Smith et al, vs. Wilson et al. a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (1st. insertion, Sept. 28th. 1918) before the 29th. day of October, in the year 1918.

The Centreville Record Publishing Co..
By E.H. Brown, Jr.
President.

Petition for appointment Guardian Ad Litem, and order thereon: Filed Nov. 19th. 1918.

Addie B. Smith et al.	(	In the Circuit Court for
)	
Emma Hynson Wilson.	(	Queen Anne's County, Maryland.
et al.)	
	(	In Equity.
)	
	(	No. 2277.
)	

To the Honorable, the Judges of said Court:-

The Petition of Addie B. Smith, Marion DeK. Smith and Ann B. Smith, plaintiffs, in the above cause, respectfully represent:

That the said Eugenia Hynson, Alice Dunn Hynson and Mary Rogers Hynson, being three of the defendants and having been notified by order of publication as against non-residents, but being infants they cannot answer and defend this suit for themselves.

That said infants have no guardian within the jurisdiction of this Court to answer and defend the suit for them.

Your Petitioners therefore pray your Honors to appoint a guardian ad litem to appear And answer for said defendants.

Herbert E. Perkins.
Solicitor for Petitioners.

State of Maryland,
County of Kent.

I hereby certify that on this 19th. day of November, in the year nineteen hundred and eighteen, before the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared the above named Herbert E. Perkins and made oath in due form of law that the matter and facts in the foregoing petition are true to the best of his knowledge the belief.

Notary Public Seal. Filed November 19th. 1918.

Eben F. Perkins.
Notary Public.

ORDERED this 19th. day of November, 1918 by the Circuit Court of Queen Anne's County, Maryland, in Equity, upon the foregoing petition and affidavit that J. Frank

Harper, be and he is hereby, appointed guardian ad litem to appear and answer for Eugenia Hynson, Alice Dunn Hynson and Mary Rogers Hynson, infant defendants in the above cause. Filed November 19th., 1918. Philemon B. Hopper.

Answer of Guardian Ad Litem. Filed Nov. 19th. 1918.

Addie B. Smith (In the Circuit Court for
et al.) Queen Anne's County, Maryland.
Emma Hynson Wilson. (in Equity.
et al.) No. 2277.

The joint and several answer of Eugenia Hynson, Alice Dunn Hynson and Mary Rogers Hynson, infants, by J. Frank Harper, Guardian ad litem, duly appointed by order of this Court, to the Bill of Complaint of Addie B. Smith et al against them in this Court exhibited.

These defendants, being infants, cannot admit any of the matters and things in said bill alleged, and submit their rights thereunder to the protection of this Court.

And as in duty bound etc..

J. Frank Harper.
Guardian ad litem.

Replication, Filed November 19th. 1918.

Addie B. Smith (In the Circuit Court for
et al.) Queen Anne's County, Md..
Emma Hynson Wilson. (in Equity,
et al.) No. 2277.

To the Honorable, the Judges of said Court:-

The Plaintiffs join issue on the matters alleged in the answer of J. Frank Harper, Guardian ad litem, so far as the same may be taken to deny or avoid the allegations of the Bill Of Complaint.

Herbert E. Perkins.
Solicitor for Plaintiffs.

Interlocutory Decree.--Filed November 19th. 1918.

Addie B. Smith (In the Circuit Court for
et al.) Queen Anne's County, Md.
Emma Hynson Wilson. (in Equity.
et al.) No. 2277.

To the Honorable, the Judges of said Court:-

it appearing from the proceedings in the above cause that the Order for

Publication heretofore issued therein has been duly published as prescribed by said order, and the defendants, Emma Hynson Wilson, Robers Wilson, Carolene Hynson Stollenwerck, Carroll M. Stollenwerck, Helen Hynson Wilson, Robert Wilson, having failed to appear either in person or by solicitor and answer the Bill Of Complaint therein filed against them.

And J. Frank Harper Guardian ad litem, for the infant defendants, Eugenia Hynson Alica Dunn Hynson and Mary Rogers Hynson, having filed an answer for said defendants, It is thereupon this 19th. day of November 1918, by the Circuit Court for Queen Anne's County, in Equity, adjudged, ordered and decreed that the plaintiffs are entitled to relief in the premises; but because it does not certainly appear as to what relief the plaintiffs are entitled it is further adjudged, ordered and decreed that leave be granted to the plaintiffs to take testimony before anyone of the standing examiners of this Court to support the allegations of the Bill.

And this cause being at issue between the plaintiffs and the guardian ad litem for said infant defendants, for the purpose of taking such testimony as he may want to produce these proceedings are referred to one of the standing examiners of this Court to take and return all testimony produced by plaintiffs and by said guardian ad litem, who shall give notice of his sittings as required by the rule of or practice in this Court.

Philemon B. Hopper.

ORDER FOR APPEARANCE --Filed Dec. 6th. 1918.

Addie B. Smith
and others.

vs.

Emma Hynson Wilson,
Rogers Wilson, Carolene
Hynson Stollenwerck,
Carroll M. Stollenwerck,
Helen Hynson Wilson,
Robert Wilson, Eugenia
Hynson, Alice Dunn Hynson
Mary Rogers Hynson

In the Circuit Court
for Queen Anne's County,
in Equity.
No. 2277.

Mr. J. Fletcher Rolph, Clerk.

Enter appearance for the above named defendants.

William W. Beck.

Lewin W. Wickes.
Solicitor for defendants.

Answer of Emma Hynson Wilson
and other adult Defendants--Filed Dec. 6th. 1918 .

Addie B. Smith
et al

vs.

Emma Hynson Wilson
et al.

No. 2277.
In the Circuit Court
for Queen Anne's County,
in Equity.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Answer of Emma Hynson Wilson, Rogers Wilson, her husband, Carolene Hynson Stollenwerck, E.Carroll Stollenwerck, her husband, Helen Hynson Wilson, Robert H.Wilson, her husband, and Eugenia Hynson, all adults, the latter being twenty one years of age, to the Bill Of Complaint of Addie B.Smith, and others, against them, and others, in this Court exhibited. These Defendants admit the matters and facts set forth in said Bill of Complaint and consent to the passage of such decree as may be right and proper in the premises.

And as in duty bounds, etc.

Lewin W.Wickes.

William W.Beck.

Solc . for defendants.

REPLICATION TO ANSWER OF ADULT DEFENDANTS. --Filed December, 6th.1918.

Addie B. Smith.	(	In the Circuit Court
et al..	)	Queen Anne's County,
vs.	(	Md.
Emma Hynson Wilson	)	In Equity, No. 2277.
et al.)	

To the Honorable, the Judges of said Court:-

The plaintiffs join issue on the matters alleged in the answer of the adult defendants, so far as the same may be taken to deny or avoid the allegations of the Bill of Complaint.

Herbert E.Perkins.
Sol. for Plaintiffs.

APPOINTMENT OF GUARDIAN BY ORPHAN'S COURT.--Filed Dec. 6th.1918.

THE STATE OF MARYLAND.. KENT COUNTY, Sc:

The subscriber, Register of Wills for Kent County, doth hereby certify that it appears by the Records in his Office, that on the 20th. day of October, in the year of our Lord one thousand nine hundred and eight, Emma A.Hynson was appointed by the Orphan's Court for Kent County, Guardian to Carolene M.Hynson, Helen E.Hynson, Eugenia G.Hynson Alice D.Hynson and Mary R.Hynson, minor Children of Richard D.Hynson, deceased; and the said Emma A.Hynson being then and there present in said Court, accepted of the said Guardian and gave bond with Lewin W.Wickes and Wm.W.Beck, as sureties, who were approved by the said Court for the faithful performance of her duty as guardian to the said Carolene M.Hynson, Helen E.Hynson, Eugenia G.Hynson, Alice D.Hynson and Mary R.Hynson.

In testimony whereof I hereunto subscribe my name and affix the seal of my office Seal's this twenty third day of November, in the year of our Lord nineteen hundred and Place. eighteen.

Test: Robert R.Hill.
Register of Wills for Kent County.

AGREEMENT TO TAKE TESTIMONY--Filed Dec. 6th. 1918.

Addie B. Smith and others	(	No. 2277.
vs.	(	In the Circuit Court
Emma H. Wilson and others.	(	for Queen Anne's County,
	)	in Equity.

It is hereby agreed that testimony shall be taken in the above entitled
one of
cause before the standing examiners of this Court on the 6th. day of December, 1918.

Herbert E. Perkins.
Sol. for plaintiffs.

Wm. W. Beck.
Lewin W. Wickes
Sols. for adult
Defendants.

TESTIMONY--Filed Dec. 17th. 1918.

Addie B. Smith et al	(	In the Circuit Court
vs.	(	for Queen Anne's County, Md.
Emma Hynson Wilson et al.	(	In Equity.
	(	No. 2277.

TO THE HONORABLE THE JUDGES OF SAID COURT:-

The Subscriber, one of the regular examiners for this Court, respectfully sets forth, that by virtue of the power and authority vested in him through and by an Interlocutory decree passed in this cause on the 19th. day of November, 1918, and also by agreement of counsel to take testimony filed December 6th., 1918, did attend at the office of Frank Harper Esq. in the town of Centreville, Queen Anne's County, Maryland on December 6th., 1918, at 11 o'clock A.M. and proceeded in the presence of the solocitor for the plaintiffs and J. Frank Harper, Esq, Guardian ad litem, to take testimony in the above entitled case as follows:-

W, Irving Walker, a witness of lawful age, produced on the part of the plaintiffs, being duly sworn, deposes and says:-

1. State your name, residence and occupation.

Ans. W. Irving Walker, residence near Chestertown, Queen Anne's County, Maryland, Occupation, farmer.

1. Are you acquainted with the parties to this suit?

Ans. Yes, I am acquainted with all of them.

3. Did you know the late Marion DeK. Smith? if, so is he living or dead? If dead, when did he die?, Did he leave a will? Was he married? Is his widow living or dead? What children or descendants did he leave? Give their names, ages and residences.

Ans. I did. He is dead, He died a number of years ago, and I understand he left no will. He was married, and left a widow surviving him, named Addie B. Smith, who lives in Chestertown, Md. He left two children, viz: Marion DeK. Smith who live in Trenton, New Jersey, and a daughter Ann B. Smith, who lives in Chestertown, Md. and both are over twenty one years of age.

4. Did you know the late Richard D. Hynson? If so, is he living or dead?, If dead, when did he die? Did he leave a will? Was he married? Is his widow living or dead? What children or descendants did he leave? Give their names, ages and residences.

Ans. I did. He is dead, having died a number of years ago. I have heard that he left no will. He married and left surviving him a widow, Emma Hynson, who afterwards inter-married with Rogers Wilson, and they live near Wilmington, Delaware. He left the fol-

lowing children as his heirs at law: Carolene Hynson, who married Carroll Stollenwerck, both of whom are over 21 years of age, the wife now living with her mother near Wilmington, Delaware. Helen Hynson, who intermarried with Robert Wilson, both of whom are over 21 years of age, and reside, I understand, outside the State of Maryland. Eugenia Hynson, who from my acquaintance with her I believe to be 21 years of age, and have heard this morning she was 21 years old on September 3rd. 1918. Alice Dunn Hynson, and Mary Rogers Hynson, both of whom are under 21 years of age, and the last three named reside with their mother, Emma Hynson Wilson, near Wilmington, Delaware.

5. Did the late Marion DeK. Smith and Richard D. Hynson leave any real estate they owned together? If so, describe it, giving the number of acres, condition, buildings, situation and value.

Ans. They owned at the time of their death a farm in the seventh election district of Queen Anne's County, Maryland between Poadtown and Millington, containing about 322 acres of land. It is improved by a frame dwellinghouse, two and one-half stories high and a barn and stable. The buildings are all in a very bad state of repair; There is about 225 acres under cultivation and about 40 acres in woods, and the balance in swampy land. In my opinion it is worth about \$8,550.

6. Is or is not the said property susceptible of division among the parties interested herein without material loss and injury to them?

Ans. It is not. It would be an utter impossibility owing to the situation, the lay and condition of the land to divide it with any fairness among so many heirs.

7. Would it not be for the benefit and advantage of all the parties interested therein to sell the property and divide the proceeds among them? State your reason for such opinion.

Ans. Yes, as it is now, there is no one to look after it especially as most of the heirs live out of the State, and the place will go to pieces from neglect, whereas if sold now it will bring a better price than of sold later and the money divided among them will yield a better income than if left in the land under existing circumstances.

8. State whether or not it would be for the benefit and advantage of the infant defendants to have the property sold and their respective shares of the proceeds thereof re-invested in some productive fund for their benefit.

Ans. Yes, without question it would be to their benefit and advantage to sell the farm and divide the proceeds in more stable securities, and for the same reason as above given.

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If yes, state the same fully and at large your answer.

Answer: I do not.

W. Irving Walker.

Test: M. B. Bordley.

Marion DeK. Smith, a witness of lawful age, produced on the part of the plaintiffs, being duly sworn, deposes and says:-

1. State your name, residence and occupation,

Ans. Marion DeK. Smith, Jr. Am a civil engineer in the employ of the Pennsylvania Railroad Company, Located at Trenton, New Jersey.

2. Are you acquainted with the parties to this suit?

Ans. Yes.

3. Did you know the late Marion DeK. Smith, If so, is he living or dead, if dead, when did he die? Did he leave a will? Was he married? Is his widow living or dead? What children or descendants did he leave? Give their names, ages and residences.

Ans. Yes I knew the late Marion DeK. Smith, who was my father, and he died March 14, 1910. He left no will, was married and left surviving him a widow, Addie B. Smith, who lives in Chestertown, Maryland, and two children as his heirs at law. Ann B. Smith, a daughter, over 21 year of age, and resides in Chestertown, Md. and myself, a son, over 21 years of age, and I reside in Trenton, New Jersey.

4. Did you know the late Richard D. Hynson? Is he living or dead, if dead, when did he die? Did he leave a will? Was he married? Is his widow living or dead? What children or descendants did he leave? Give their names, ages, residences.

Ans. I knew the late Richard D. Hynson, who died about two years prior to the death of my father. and understand he left no will. He was married and left surviving him a widow, Emma Hynson, who afterwards married Rogers Wilson and they live near Wilmington at New Port, Delaware. A daughter, Carolene Hynson, who intermarried Carroll Stollenwerck, both of whom are over 21 year of age, the husband I understand is in the United States Army, and the wife makes her home with her mother, Emma Hynson Wilson, near Wilmington, Delaware. A daughter, Helen Hynson Wilson, who intermarried with a Mr. Wilson, both of whom are over 21 years of age, and reside in the State of Georgia. A daughter, Eugenia Hynson, about 21 years of age, Alice Dunn Hynson, a daughter and Mary Rogers Hynson, a daughter, who are under 21 years of age, and all three reside with their mother, Emma Hynson Wilson, near Wilmington, Delaware.

5. Did the late Marion DeK. Smith and Richard D. Hynson leave any real estate that they owned together? If so, describe it, giving the number of acres, buildings, location and

its value.

Ans. They owned together and left what is known as the "Vaughn" farm in the seventh election district of Queen Anne's County, Maryland, containing about 325 acres of land, about 200 acres of which is tillable. It is improved by a frame dwelling, stable and barn and outbuildings in fair condition. In my opinion I should say it was worth about ten or twelve thousand dollars. Since my father's death I have had entire supervision and management of the farm.

6. Is or is not the said property susceptible of division among the parties interested therein without material loss and injury to them?

Ans. It is not. Because it is an agricultural proposition and there is only one set of buildings upon it and it would be impossible to divide it equally among so many interested parties.

7. Would it not be for the benefit and advantage of all the parties interested therein to sell the property and divide the proceeds among them?

Ans. It would, as all of the interested are out of the County, and all except myself are women.

8. State whether or not it would be to the benefit and advantage of the infant defendants to have the property sold and their respective shares of the proceeds thereof re-invested in some productive fund.

Ans. It would be for their benefit and advantage for the reasons above stated.

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If yea, state the same fully and at large your answer.

Answer: I do not.

Test: M.B. Bordley

M. DeK. Smith, Jr.

Spencer G. Newnam, a witness of lawful Age, produced on the part of the plaintiffs being duly sworn, deposes and says:-

1. State your name, residence and occupation.

Ans. Spencer G. Newnam, Book-keeper in the Centreville National Bank, Residence, Centreville, Md.

2. Are you acquainted with the parties to this suit?

Ans. Yes, I am,

3. Did you know the late Marion DeK. Smith, and the late Richard D. Hynson?

Ans. I did. Both died some time ago, and understand that each died intestate. Marion DeK. Smith left a widow, Addie B. Smith, and two children namely; Marion DeK. Smith, Jr. and Ann B. Smith. Richard D. Hynson left surviving him a widow, Emma Hynson who afterwards married Roger Wilson, who live near Wilmington, Delaware, and the following five children- Carolene Hynson, who married Carroll Stollenwerck, who I have heard is in the United States Army, and his wife now making her home with her mother, Emma Hynson Wilson, near Wilmington, Helen Hynson, who married Robert Wilson, and reside in one of the southern states. Eugenia Hynson, a daughter who I understand recently became twenty one years of age, Alice Dunn Hynson, a daughter, and Mary Rogers Hynson, a daughter, who are under twenty one years of age, and live with their mother, Emma Hynson Wilson, near Wilmington, Delaware.

Do you know, or can you state any other matter or thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If yea, state the same fully and at large your answer:

Answer: I do not.

S. G. Newnam.

Test: M.B. Bordley.

No other witness being named or produced to me, I then, at the request of the solicitor for the Plaintiffs, closed the depositions taken in said cause, and now return them closed under my hand and seal this 17th. day of December, 1918.

(SEAL)

Examiner.

Plaintiffs Costs.

W. Irving Walker, witness one day and mileage.	\$1.75
Spencer G. Newnam " " "	.75
Madison Brodley, examiner, two days.	8.00
	10.50

I hereby certify that the above statement of costs is correct.

M.B. Bordley.
Examiner.

Request of Defendants in appointment of Trustee.--Filed January, 1st. 1919.

Addie B. Smith.
 et al.
 vs.
 Emma Hynson Wilson
 et al.

No. 2277.
 In the Circuit Court for
 Queen Anne's County,
 in Equity.

To THE HONORABLE, THE JUDGES OF SAID COURT:

We, the underSigned, defendants in the above entitled cause, being entitled to one undivided half interest and estate in and to the real estate mentioned in this proceeding, do hereby request this Honorable Court to appoint William W. Beck, Attorney at law, of Chestertown, Kent County, State of Maryland, one of the Trustees, to make sale of the real estate described in above case.

Witness: as to	Emma Hynson Wilson & Emma Hynson Wilson, Guardian for Alice D. Hynson and Mary R. Hynson; and Rogers Wilson. G. Conper Kerr.	Emma Hynson Wilson. Rogers Wilson. Emma Hynson Wilson. Guardian for Alice D. Hynson and Mary R. Hynson.
Witness as to	Carolene Hynson Stollenwerck A. W. Hoppe S.	Carolene H. Stollenwerck E. Carroll Stollenwerck Jr.
Witness as to	E. Carroll Stollenwerck Reginald R. Ford.	Helen H. Wilson. Robert H. Wilson.
Witness as to	Helen Hynson Wilson & Robert H. Wilson. Annie Sayer S.	Eugenia Gilpin Hynson.
Witness as to	Eugenia Hynson: Wm. L. Scott.	

CONSENT OF WIDOW to sale clear of dower--Filed Jan. 20th. 1919.

I, Emma H. Wilson, formerly Emma A. Hynson, widow of Richard D. Hynson, deceased, do hereby agree that the interest of said deceased in the real estate mentioned in this proceeding shall be sold under the direction of the Circuit Court for Queen Anne's County in Equity, free from the incumbrance of my dower therein, and that in lieu thereof I will accept such proportion of the proceeds of sale of said interest in said real estate as to this Court shall seem just and reasonable.

And I do hereby certify that I was 48 years of age on the 22nd. day of September, 1918.

Witness: Rogers Wilson.

Emma Hynson Wilson.
Widow of Richard D. Hynson,
deceased.

CONSENT OF WIDOW to Sale.--Filed Jan. 20th. 1919.

Addie B. Smith
 et al.
 vs.
 Emma Hynson Wilson.
 et al

In the Circuit Court for
 Queen Anne's County, Maryland,
 in Equity.
 No. 2277.

I hereby consent that the property mentioned in these proceedings be sold free, clear and discharged of my dower rights therein, and agree to accept in lieu thereof such part of the proceeds of sale as the Court may determine I am entitled to.

My age is 67 years.

Addie B. Smith.

DECREE--Filed Jan. 20th. 1919.

Addie B. Smith

et al.

vs.

Emma Hynson Wilson

et al.

(In the Circuit Court

) for Queen Anne County.

) in Equity.

) No. 2277.

The above cause standing ready for hearing and being submitted, the bill testimony and all the other proceedings therein having been read and considered,

It is thereupon, this twentieth day of January, in the year nineteen hundred and nineteen by the Circuit Court for Queen Anne's County, in Equity, and by the authority of this Court, ADJUDGED, ORDERED and DECREED, that the real estate belonging to the late Marion DeK. Smith and the late Richard D. Hynson of which they died seized and possessed, the property mentioned in the proceedings be sold, that Herbert E. Perkins and William W. Beck, of Kent County, Maryland, be and are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by _____ and a surety or sureties to be approved by this Court or the said Clerk, in the penalty of ten thousand dollars if corporate security or twenty thousand dollars, if personal security, ^{be given} conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three weeks notice by advertisement inserted in such newspaper or newspapers as they shall think proper, of the time, place, manner and terms of sale, which shall be one third of the purchase money to be paid in cash on the day of sale, and the balance in two equal instalments, payable in six and twelve months from the day of sale; all unpaid purchase money to bear interest from the day of sale and to be secured to the satisfaction of the trustee. Title papers at cost of purchaser., and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof, and of the fairness of said sale, and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before) the said Trustees shall, by a good and sufficient deed, to be executed acknowledged, and recorded according to law, convey to the purchaser or purchasers, his her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, complainants and defendants, and those claiming by, from or under them or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction

of this Court, after deducting the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Philemon B. Hopper.

TRUSTEES' AND ATTORNEYS' BOND--Filed JAN. 28th., 1919.

KNOW ALL MEN BY THESE PRESENTS, that wem Herbert E. Perkin , William W. Beck and the United States Fidelity and Guaranty Company, a corporation, incorporated under the laws of the State of Maryland, are held and firmly bound unto the State of Maryland in the full and ju p sum of ten thousand (\$10,000) dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors & administrators jointly and severally firmly by these presents, sealed with our seals and dated this twenty fifth day of January, in the year one thousand nine hundred and nineteen.

WHEREAS, the bove bounde Herbert E. Perkins, and William W. Beck, by virtue of a decree of th Circuit Court for Queen Anne's County, Maryland, have been appointed Trustees to sell the property mentioned in the proceedings in the case of Addie B. Smith et Al. vs. Emma H. Wilson, et al, now pending in said court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Herbert E. perkin , and William W. Beck, do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed And delivered in the presence of Alice R. Smith.

William W. Beck. (SEAL)

Herbert E. Perkins. (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY,
By J. Frank Harper.
Its attorney in fact.

Attest: B. Hackett Turner.

And on the back of the Aforegoing bond was thus endorsed, to wit:-

Security approved and bond filed January, 28th. 1919.

J. F. Rolph, Clerk of Circuit Court for Queen Anne's County,

Report of Sale Filed Apr. 19th. 1919.

Addie B. Smith
et al

Emma Hynson Wilson
et al.

(
)
(
)
(
)
)

In the Circuit Court for
Queen Anne's County, Maryland,
in Equity.

No. 2277.

To the Honorable, the Judges of said Court:-

The report of Herbert E. Perkins and William W. Beck, trustees, appointed by a decree of this Court, passed in the Above entitled cause, dated January 20th. 1919, to make sale of certain real estate therein mentioned, respectfully shows:-

That after giving bond with security for the faithful performance of their trust and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements in the Centreville Record of Queen Ann's County, Md, and the Kent News of Kent County, Md. two weekly newspapers, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House in Centreville, Queen Anne's County, Maryland, on the 25th. day of February, 1919 at 12 o'clock noon, and then and there proceeded to sell said property in manner following, that is to say, Your Trustees offered at public sale to the highest bidder the property mentioned in said decree, situated on the southwest side of the public road leading from Millington to Church Hill in the seventh election district of Queen Anne's County, Maryland, containing 324 acres and 35 perches of land, more or less, and being the same farm or tract of land which was conveyed to Richard D.Hynson by Marion DeK. Smith, mortgagee, by deed bearing date May 16, 1893, recorded among the land records of Queen Anne's County in Liber L.D. No.2, folio 8, and a moiety or undivided one half interest and estate in which was conveyed to the said Marion DeK. Smith by the said Richard D.Hynson and wife by deed bearing date May 16, 1893, recorded among the said land records in Liber L.D_No.2, folio 6.

And no higher bid being made for the said property than Ten thousand dollars (\$10,000.00) and the same being considered inadequate by the said trustees, no sale thereof was made.

And your trustees further report that they have since sold said property at private sale to John P.Ahern of Millington in Kent County, Maryland for the sum of ten thousand and twenty five dollars (\$10,025.00) the same being the highest offer they could obtain for said property, the said purchaser having made satisfactory compliance with the terms of sale.

Respectfully submitted.

Herbert E.Perkins.
William W.Beack.
Trustees.

State of Maryland,
County of Kent:-

I hereby certify that on this 19th. day of April, 1919, before me, the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Herbert E.Perkins and William W.Beck, trustees named in the above report of sale, and made oath in due form of law, that the matters and things stated in the foregoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Sidney P.Townsend.
Notary Public,

Notary
Public
Seal.

Filed Apr. 19th., 1919.

ORDER NISI--Filed Apr. 19th.1919.

Addie B.Smith,Marion Dek.
Smith,Anne B.Smith.

vs,

Emma Hynson Wilson,
et al.

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In the Circuit Court for
Queen Anne's County,
in Equity.
Chancery No.2277.

ORDERED, this 19th. day of January, A.D 1919, that the sale of the real estate made and reported in this cause by Herbert E.Perkins and William W.Beck, trustees, be ratified and confirmed, unless cause to the contrary thereof be shown or on before the 27th.day of June next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 27th. day of May next.

The report states the amount of sales to be \$10,025.00

Filed Apr. 19th.1919..

J.F.Rolph, Clerk.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT.

--Filed June 30th.1919.

Trustees' Sale of valuable real estate, farm and timber land in Queen Anne's County, Md.

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed in the case of Addie B.Smith and others, against Emma H. Wilson and others, No.2277 the undersigned as trustee, will offer at public sale, in front of the Court house door, in Centreville, Maryland on Tuesday, February 25,1919, at 12 o'clock noon, all that valuable farm or tract of land situate on the southwest side of the public road leading from Millington to Church Hill, in the Seventh Election district of Queen Anne's County, Maryland, known as "Dungannon" or "Nasby's Addition", and containing 324 acres and 35 perches of land, more or less. And being the same farm or tract of land which was conveyed to Richard D.Hynson by Marion DeK. Smith, mortgagee, by deed bearing date the 16th. day of May, 1893, recorded among the land records of Queen Anne's County, in Liber L.D.No.2, folio 8, and a moiety or undivided one half interest and estate in which was conveyed to the said Marion Dek.Smith by the said Richard D.Hynson and wife by deed bearing date the 16th. day of May, 1893, recorded among the said land records in Liber L.D.No.2, folio 6, and now in the tenancy of Frank McGinnis. The improvements consist of a six room frame dwelling, barn, stable, and other outbuildings all in fair condition. The farm has from ninety to one hundred acres in splendid timber ready to cut and easy of access. The soil is of good quality and produces excellent crops. The purchaser will be entitled to all the landlord's rights, which are subject to the existing tenancy, upon the ratification of sale. He will have to pay for one-half the wheat fertilizer, amounting to \$78.00 and one-half the seed wheat amounting to \$112.00 used on about 50 acres of growing wheat, and the taxes to be levied this year.

Terms Of Sale. One-third of the purchase money to be paid in cash on the day of sale, and the balance in two equal installments, payable in six and twelve months from the day of sale; all unpaid purchase money to bear interest from the day of sale, and to be secured to the satisfaction of the trustees. Title papers and revenue stamps at cost of purchaser.

Herbert E.Perkins.
William W.Beck.
Trustees.

THE CENTREVILLE RECORD.

Centreville, Md. June 30.1919.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certified that the advertisement in the case of Smith et al. vs. Wilson et al, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 25 day of Feb. in the year 1919.

The Centreville Record Publishing Co..
By E.H.Brown, Jr..

Certificate of publication of
Order Nisi, filed- June 30th.1919.

Nisi.

Addie B. Smith, Marion DeK.
Smith, Anne B. Smith.

vs.

Emma Hynson Wilson, et al.

In the Circuit Court
for Queen Anne's County,
in Equity,
Chancery No.2277.

Ordered, this 19th. day of January, A.D. 1919, that the sale of the real estate made and reported in this cause by Herbert E. Perkins and William W. Beck, trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th. day of June next provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 27th. day of May next.

The report states the amount of sales to be \$10,025.00

J.F.Rolph, Clerk.

True Copy- Test:

J.F.Rolph, Clerk.

Filed April 19th.1919.

The Centreville Record.

Centreville, Md.. June 30.1919.

The Centreville Record Publishing Co, hereby certifies that the order nisi in the case of Smith et al vs. Wilson et al. Chy. 2277, a true copy of which is hereto annexed was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, 1st. insertion being April 26th.1919 before the 27th. day of May, in the year 1919.

The Centreville Record Publishing Co..

By E.H.Brown, Jr..

Final Order Ratifying Sale.
Filed June 30th.1919.

Addie B. Smith et al.
 vs.
 Emma H. Wilson. Et al.

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In the Circuit Court for
 Queen Anne's County, in Equity.
 Cause No. 2277.

Ordered this 30th. day of June, in the year nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale made and reported by Herbert E. Perkins and William W. Beck, trustees in the aforesaid cause be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed in the preceding order.

The trustees are allowed the usual trustee's commissions and all expens net personal.

Filed June 30th. 1919.

Philemon B. Hopper.

Petition of Emma Hynson Wilson, Guardian.
 Filed Jan. 21st. 1920.

Addie B. Smith
 and others.
 versus
 Emma Hynson Roberts Wilson
 and others.

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In the Circuit Court for
 Queen Anne's County, Maryland.
 In Equity.
 No. 2277.

To the Honorable, the Judges of said Court:-

The Petition of Emma Hynson Wilson (formerly Emma A. Hynson) Guardian, respectfully represents:-

1. That your petitioner was by the Orphan's Court of Kent County, Maryland, on the 20th. day of October, 1908, appointed Guardian for her daughter, Mary Rogers Hynson; and that she gave a bond for the faithful performance of her duties as said Guardian.
2. That in the audit of the proceeds of sale made by Herbert E. Perkins and William W. Beck, trustees, filed in the above entitled cause the distributive share of the said infant, Mary Rogers Hynson, was shown to be the sum of \$318.67; that in the Order of Court passed November 5, 1919 finally ratifying and confirming the Report and Account of the Auditor the said trustees were directed to retain the said sum allotted to said infant, subject to the further order of the Court.
3. That the said bond of the said petitioner as Guardian is sufficient to cover this additional amount belonging to the estate of the said infant.

Your petitioner therefore prays:-

1. That the said trustees may be ordered and directed to pay the distributive share of the said infant, Mary Rogers Hynson, as shown by the said audit, to your Petitioner, Emma Hynson Wilson as Guardian.
2. And for such other and further relief as the case may require.

And as in duty bound etc.

Emma Hynson Wilson.
Guardian.

State of Delaware, City of Wilmington, to wit:-

I hereby certify that on thi 6th. day of January, 1920, before me, the subscrib
a Notary Public of the State of Delaware in and for the City of Wilmington, persnally
appeared Emma Hynson Wilson, and made oath in due form of law that the matters and
things in the aforegoing petition Are true to the best of her knowledge and belief.

Lawrence J. Broman.
Notary Public.

Notary
Public
Seal.

ORDER OF COURT.

Upon the aforegoing petition and affidavit it is ORDERED this thirteenth day of
January, 1920, by the Circuit Court for Queen Anne's County, Maryland, in Equity, that
Herbert E. Perkins and William W. Beck, trustees, pay over the distributive share, as
shown by the Report and Account of the Auditor in the above entitled cause, of the in-
fant, Mary Rogers Hynson, to Emma Hynson Wilson as Guardian, but before making such pay-
ment the trustees will cause to be filed in this cause A certificate of the Register of
Wills for Kent County, showing the amount of the bond filed by the Guardian of Mary
Rogert Hynson and certifying that is ample to secure the whole estate of said infant in
the hands of her Guardian including the amount set out in the above petition.

Filed January 21st. 1920.

Philemon B. Hopper.

Certificate of appointment
of Guardian-Filed Jan. 21st. 1910.

THE STATE OF MARYLAND.

Kent County, SC:-

The Subscriber, Register of Wills for Kent County, doth hereby certify, that it
appears by the Records in his office, that on the 20th. day of October, in the year of
our Lord one thousand nine hundred and eight, Emma Hynson now Emma Hynson Wilson, was
appointed by the Orphan's Court for Kent County, Guardian to Mary Rogers Hynson, infant
child of said Emma Hynson Wilson and Richard D. Hynson late of Kent County, deceased;
and the said Emma Hynson Wilson, being then and there present in said Court, accepted of
the said guardianship, and gave bond with Lewin W. Wickes and Wm. W. Beck as sureties, in
sum of \$10,000.00 who were approved by the said Court, for the faithful performance of
her duty as Guardian to the said Mary Rogers Hynson, and is ample to secure the whole
estate of said infant including the amount of \$818.67.

In testimony whereof, I hereunto subscribe my name and affix the seal of my
Office, this 14th. day of January, in the year of our Lord nineteen hundred and twenty.

Test: Robert R. Hill.
Register of Wills for Kent County.

Seal's
Place.

Report and Account of Auditor.
Filed Oct. 9th.1919.

In the Circuit Court for Queen Anne's County, in Equity .

Addie B. Smith et al. -----Plaintiffs.	(	Chancery Docket
vs.	)	Cause
Emma Hynson Rogers et al. -----Defendants.	)	No. 2277.

To the Honorable, the Judges of said Court:-

The report of Madison Brown, Auditor, unto Your Honors respectfully sets forth:-

That he has stated the within account by first charging the trustees of this cause with the amount of the sale made by them, and then by allowing them thereout their commissions, in accordance with rule of court, the court costs of this cause, costs of advertising order of publication, notice of sale and the several orders nisi of the cause, auctioneer's charges for selling land decreed to be sold, costs of trustee's bond and auditor's fee.

The balance of the sale remaining after these allowances is then divided into two parts, one of which is distributed unto the widow and heirs of Marion DeK. Smith mentioned in the proceedings, and the other part of which is distributed unto widow and heirs of Richard D. Hynson. The amount distributed unto each widow mentioned is that part of one-half of the net sale to which she is entitled under the rule of the Court, regarding being had to her age, each widow having consented to the sale free of her dower, the consent stating her age but not condition of health; Neither consent is under oath, although containing statement as to age.

The auditor calls the attention of the court to the fact that it appears from from the proceedings that Alice Dunn Hynson and Mary Rogers Hynson, two of the heirs of Richard D. Hynson, are infants under the age of twenty one years.

Respectfully submitted.

Madison Brown,
Auditor.

Sept. 12, 1919.

Filed October 9th. 1919.

The Proceeds of the real estate owned by Marion DeK. Smith and Richard D. Hynson, both deceased, as tenants in common, in account with Herbert E. Perkins and William W. Beck, trustees appointed to make sale thereof for division of proceeds of sale among the heirs and widows, respectively, of said Marion DeK. Smith and Richard D. Hynson.

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1919,		
Feb. 25	By gross proceeds of sale, per report of sale:	\$10,025.00

Dr.

"	"	To Herbert E. Perkins and William W. Beck, for their commissions for making sale, to wit:-	\$446.00
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To do, for the court costs of this cause, per statement of clerk, as follows:-

Costs of J.F. Rolph, Clerk.	27.50	
" " C.E. Tucker, Examiner,	8.00	
Appear. fee of plaintiff's solicitor	10.00	
" " defendants' solicitor	10.00	
Costs of witnesses before examiner.	2.50	
Fee of guardian ad litem,	\$ 4.00	62.00

To do, for amount due Register of Wills of Kent Co, for certificate of guardianship filed herein, per account, to wit:-		.50
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To do, for the costs of their bond paid the corporate surety thereon, per bill, receipt'd.	\$30.00.	
To do, for costs of advertising in Kent News notice of sale, per bill, to wit:-	19.00	
To do, for costs of advertising in Centreville Record order of publication, notice of sale, and several orders nisi of cause, per bill,	70.87	
To do, for costs of advertising in Centreville Observer notice of sale, per bill, to wit:	22.50	
To do, for amount paid T.F.Seward for crying sale, per receipt, to wit:	10.00	
To Madison Brown, Auditor, for stating this account, to wit:-	9.00	
To balancr, to wit.		
	<u>9,356.13</u>	
	\$10,025.00	<u>\$10,025.00</u>

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Cr.

By balance, being net sale, brought forward, to wit:- \$9,356.13

Dr.

Distribution of 1/2 of net sale among widow and heirs of Marion DeK. Smith:-

To Addie B. Smith, widow of Marion DeK. Smith, in lieu of her dower. 1/10 of 1/2 of net sale:	\$467.80	
To Marion DeK. Smith, the sum of	2105.13	
To Anne Smith, the sum of	<u>2105.13</u>	\$4678.06

Distribution of 1/2 of net sale among widow and heirs of Richard D. Hynson:

To Emma Hynson Wilson, widow of Richard D. Hynson, in lieu of her dower, 1/8 of 1/2 of net sale:-	584.76	
To Caroline Hynson Stollenwerck nee Hynson, the sum of	818.66	
To Helen Hynson Wilson, nee Hynson, the sum of	818.66	
To Eugenia Hynson, the sum of	818.66	
To Alice Dunn Hynson, infant sum of	818.66	
To Mary Rogers Hynson, infant, sum of	<u>818.67</u>	
	<u>\$4678.07</u>	
	\$9356.13	<u>\$9356.13</u>

September 12, 1919.

Filed October 9th 1919.

Madison Brown
Auditor.

Nisi Ratification of Audit.
Filed Oct 9th. 1919.

NISI RATIFIATION OF AUDIT.

Addie B. Smith et al.

vs.

Emma Hynson Rogers
et al.

In the Circuit Court
for Queen Anne's County,

in Equity.

Case No. 2277.

ORDERED, this 9th. day of October, in the year nineteen hundred and nineteen, that the report and account filed in these proceedings by Madison Brown, auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd. day of November, 1919, provided a copy of this order be published once a week in each of two successive weeks before the 27th. day of October, 1919 in some newspaper printed and published in Queen Anne's County.

Filed October 9th. 1919.

J.F. Rolph, Clerk.

Certificate of Publication of
Nisi Ratification of Audit.
Filed--

NISI RATIFICATION OF AUDIT.

Addie B. Smith et al.

vs.

Emma Hynson Rogers et al.

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In the Circuit Court
for Queen Anne's County,
in Equity, Case No. 2277.

ORDERED, this 9th. day of October, in the year 1919, that the report and Account filed in these proceedings by Madison Brown, auditor, be ratified and confirmed, unless cause to the contrary thereof be shown or or before the 3rd. day of November, 1919, provided a copy of this order be published once a week in each of two successive weeks before the 27th. day of October, 1919, in some newspaper printed and published in Queen Anne's County.

J.F. Rolph, Clerk.
True Copy-Test:
J.F. Rolph, Clerk.

Filed October 9th. 1919.

THE CENTREVILLE RECORD.

Centreville, Md. Nov. 5th. 1919.

The Centreville Record Publishing Co, hereby certifies that the Nisi Ratification of Audit in the case of Addie M. Smith, et al, vs, Emma Hynson Rogers et al, a true copy of which is hereto annexed, was inserted in the Cantreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 27th. day of October, in the year 1919.

The Centreville Record Publishing Co..

By E.M. Forman.
Associate Editor.

Final Order Ratifying
Audit filed Nov. 5th.1919.

ORDERED this 5th. day of November, 1919, by the Circuit Court for Queen Anne's County, in Equity, that the foregoing report and account of the Auditor be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the trustees apply the proceeds accordingly, with a due proportion of interest, as the same has been or may be received; but the trustees will retain and hold the respective amounts allotted to Alice Dunn Hynson and Mary Rogers Hynson, infants, subject to futher of this court.

Filed No v. 5th.1919.

Philemon B. Hopper.

And on the back of the foregoing bond was thus endorsed, to wit:-

Security approved and bond filed Sept, 7th.1918.
J.F.Rolph, Clerk.

Certified copy of Mortgage
filed Sept 7th.1918.

Queen Anne's County, to wit: Be it remembered that on the fourteenth day of January, in the year eighteen hundred and eighty five, the following mortgage was brought to be recorded, to wit:-

This Mortgage, made this first day of January, in the year one thousand eight hundred and eighty five by James Frank Cray and Nora D.Cray, his wife, of Queen Anne's County, in the State of Maryland, witnesseth: Whereas the said James F.Cray is now indebted unto Robert J. Reynolds county, in the State of Delaware, in the sum of thirty one hundred and fifteen 50/100 dollars payable on or before the expiration of three year from the date of these presents And interest thereon, payable annually from said date, and it is proposed to secure the said sum of thirty one hundred and fifteen and 50/100 dollars, and the interest thereon, and the prompt payment thereof by the execution of these presents;

Now, this mortgage witnesseth that in consideration of the premises and of the sum of one dollar the said James Frank Cray and Nora D.Cray, his wife, do grant and convey unto the said Robert J.Reynolds his heirs and assigns in fee simple, all that part of a tract of land called Kent Fort Maner, situate on Kent Island, in the southern part thereof, Queen Anne's County aforesaid, adjoining on the southwest the land of John Cray and containing on or about one hundred and seventy four acres, three roods and nine perches of land, and is particularly described in a deed of Partion between the said James F.Cray and wife of the one part and James Uray of the other part recorded among the land records of Queen Anne's County, immediately preceding these presents.

Together with the buildings and improvements thereupon, and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. Provided that if the said James Frank Cray his heirs, executors, administrators or assigns, shall pay unto the said Robert J.Rynolds his executors, administrators and assigns the said sum of thirty one hundred and fifteen and 50/100 dollars, on or before the expiration of three years from the date of these presents and the interest thereon annually from said date and shall perform all the covenants and conditions here in on his or their part to be performed, then this mortgage shall be void; and it is agreed that until default be made in the premises the said James Frank Cray, his heirs and assigns shall possess the aforesaid property paying in the meantime, all taxes and assessments of every kind, levied or assessed, or to be levied or assessed, or to be levied or assessed, on said hereby morgaged property and on the mortgage debt and interest hereby intended to be secured, which taxes and assessments mortgage debt and interest and all costs and commissions, attorney's or otherwise, incurred or incident to the collection of same the said James Frank Cray for himself, his heirs, executors, administra-

and assigns does hereby covenant to pay when legally demandable. But in case of default be made in the payment of the mortgage debt aforesaid, when and as payable, or the interest thereon, which shall accrue, or any part of either one of them, or in any agreement covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall be due and demandable, and these presents are hereby declared to be made in trust, and it shall be lawful for the said Robert J. Reynolds, his executors, administrators and assigns or A. Randolph Weedon, his and their hereby duly constituted attorney or agent and he and hereby authorized and empowered at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said mortgaged debt, interest and cost, and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in manner following, viz:- upon giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published once a week for three consecutive weeks in Queen Anne's County, aforesaid, which time, place, manner and terms of sale may be such as said mortgagee, or those making such sale may determine, but the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including a commission to whoever may make such sale, equal to such commission as usually allowed on sales made under decrees of Courts of Equity, in Maryland, secondly, to the payment of all moneys owing hereunder, whether the same shall have then matured or not, and as to the balance to pay it over to the said James Frank Cray, his heirs assigns, or whoever may be entitled to the same, and the said James Frank Cray, for himself, his executors, administrators and assigns does further covenant to insure and pending the existence of this mortgage to keep insured the improvements on the hereby mortgaged land, to amount of at least the insurable value thereof, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire to inure to the benefit of the said Robert J. Reynolds, his executors, administrators or assigns, to the extent of his or their lien or claim hereunder.

Witness their hands and seals.

James F. Cray. (SEAL)

Test: John E. Harman.

Nora D. Cray. (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this first day of January, in the year one thousand eight hundred and eighty five before the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared James Frank Cray and Nora D. Cray, his wife, and each acknowledged the foregoing mortgage to be their respective act.

John E. Harman, J.P.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this first day of January, in the year one thousand eight hundred and eighty five, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared A. Randolph Weedon, agent for Robert J. Reynolds and made oath on the Holy Evangelical of Almighty God that the consideration stated in the foregoing mortgage is true and bona fide as therein

set forth, and the said A.Randolph Weedon further made oath as aforesaid that he is the agent of the said Robert J.Reynolds and by him duly authorized to make the aforesaid affidavit as to the truth and bona fide of the consideration set forth in the foregoing mortgage.

John E. Harman, J.P.

Queen Anne's County, to wit:-

Be it remembered that on this twenty second day of May, in the year one thousand eight hundred and eighty eight the two following assignments were brought to be recorded, to wit:-

For value received, I hereby assign and transfer to A.R.Weedon the within and foregoing mortgage in the sum of three thousand dollars, with interest on said sum from the 1st. day of May 1888, without recourse or guarantee,

As witness my hand and seal this tenth day of May, 1888.

Witness:

L.V.Bowen.

Robert J. Reynolds. (SEAL)

For value received I hereby assign the within mortgage to Charles W.Slagle and guarantee the payment thereof in the sum of \$3000, with interest from May 1st. 1888.

Witness my hand and seal this 22nd. day of May, 1888.

Test: Jos. P. Bryan.

A.R.Weedon. (SEAL)
Assignee.

Queen Anne's County, to wit: Be it remembered that on the seventh day of September, in the year nineteen hundred and eighteen, the following assignments were brought to be recorded, to wit:-

For value received, we Charles W.Slagle, Junior and Carlton M.Slagle, surviving executors of the last will and testament of Charles W.Slagle, late of Baltimore County, State of Maryland, deceased, do hereby assign the within mortgage unto Charles W.Slagle Junior and Charles M.Slagle, trustees for Rachael A. Slagle, under the will of Charles W.Slagle deceased.

Witness our hands and seals this thirty first day of July, in the year nineteen hundred and eighteen.

Test: Alexander Russell,
E.T.Richardson.

Chas. W.Slagle, Jr. (SEAL)

Carlton M.Slagle, (SEAL)

For value received, we hereby assign the within mortgage to James T.Bright, without recourse.

Witness our hands and seals this day of August 1st. 1918.

Virginia E.Finch. Witness
Virginia E.Finch. Witness.

Chas. W.Slagle, (SEAL) Trustees
for Rachael
Carlton M.Slagle. (SEAL) Slagle
Under the will of Chas. W.Slagle,
deceased.

For value received, I hereby assign and transfer the within and foregoing mortgage unto James T.Bright, J.Frank Harper and Madison Brown without recourse.

Witness my hand and seal this sixth day of August, in the year nineteen hundred and

and eighteen.

James T. bright. (SEAL)

Test: J.Lemuel Roberts.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber S.C.D. No.5, folios 351 etc. a land record book for Queen Anne's County.

In testimony whereof, I hereto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 7th. day of Aug. A.D. 1918.

J.F.Rolph, Clerk.

REPORT OF SALE;
Filed Oct.2nd.1918.

In the Circuit Court for Queen Anne's County, in Equity.

James T.Bright
J.Frank Harper
Madison Brown
Assignees of mortgagePlaintiffs,

vs.

James Frank Cray and
Nora D.Uray, his wife,
Mortgagors.Defendants.

(Chancery
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(Docket
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(Cause. No. 2276.
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To the Honorable, the Judges of the said Court:-

The report of James T.Bright, J.Frank Harper And Madison Brown, Assignees of the mortgage hereinafter mentioned, unto Your Honors respectfully sets forth;-

That prior to the day of sale hereinafter mentioned default had occurred, and on the said day of sale existed, in the terms, conditions and provisions of a mortgage from James Frank Cray and Nora D.Cray, his wife, to Robert J.Reynolds, bearing date on the first day of January, wighteen hundred and eighty five, and recorded in Liber S.C.D. No.5, fols. 351, 352, 353 etc. a land record book of said county and by mesne assignments, duly assigned unto the said James T.Bright, J.Frank Harper and Madison Brown, by reason of the non-payment of the principal debt secured by said mortgage at the time named in said mortgage for the payment of the same.

That prior to the day of sale hereinafter mentioned, the said James T.Bright, J.Frank Harper and Madison Brown, assignees as aforesaid, filed their bond, given to the State of Maryland, conditioned to abide and fulfill any order or decree which shall be made by any court of equity, in relation to the sale of the property described in said mortgage and by the same mortgaged, or the proceeds thereof, with the clerk of this court, which bond the said clerk duly approved both as to penalty and security.

That prior to the day of sale hereinafter mentioned, the said James T.Bright, J.Frank Harper and Madison Brown, as assignees of said mortgage, gave more than twenty days notice of the time, place, manner and terms of sale by publication of said notice, of sale for more than three successive weeks in the Centreville Record, a newspaper pub-

lished weekly in said county, a certified copy of said notice or advertisement is filed with this report aspart hereof.

That pursuant to said notice of sale the said James T.Bright, J.Frank Harper and Madison Brown, assignees As aforesaid, did attend in front of the dwelling house on the mortgaged premises, being the farm hereinafter described at the hour of four o'clock, P.M. on the ninth day of September, nineteen hundred and eighteen, and then and there because of said default proceeded to make sale of the mortgaged property under the power and Authority conferred upon them by said mortgage to be exercised in case of default in the terms of said mortgage, in following manner, to wit:-

The said James T.Bright, J.Frank Harper, and Madison Brown ASsignee as aforesaid having first read or caused to be read the notice or advertisement of sale hereinbefore mentioned, did offer at public sale, to the highest bidder, on the terms described in said advertisement, all the mortgage property, consisting of all that tract of land or farm known as "Kent Fort Manor" situate, lying and being in the southern portion or part of Kent Island, in Queen Anne's County, State of Maryland, on Eastern Bay, adjoining the lands of Welford Carrter, Roland C. Ringgold, the heirs of Cornelius Tanner and the Radcliffe Farm of Marion N.Tanner, and containing one hundred and seventy four acres, three roods and nine perches of land, more or less, and then and there sold the same unto Joseph Grollman, of said county, he being then and there the highest bidder therefor, at and for the sum of thirty three hundred dollars (\$3,300.00)

That the said Joseph Grollman complied with the terms of sale by paying in cash said purchase money on the day of sale.

Which is respectfully submitted.

James T.Bright.

J.Frank Harper.

Madison Brown.
Assignees.

State of Maryland, Queen Anne's County, to wit\$-

I hereby certify that on this 2nd. day of October, in the year nineteen hundred and eighteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared James T Bright, J.Frank Harper and Madison Brown, Assignees, of the mortgage described in the foregoing report of sale, and they did each make oath, in due form of law that the matter and things set forth in the foregoing report of sale are true as therein stated, and that said sale was fairly made.

Filed Oct. 2nd.1918.

J.F.Rolph,
Clerk of the Circuit Court.

Statement of Mortgage Debt.

In the Circuit Court for Queen Anne's County, in Equity.

James T.Bright,
J.Frank Harper and
Madison Brown,
Assignees of MortgagePlaintiffs.

vs,

James Frank Cray, and
Nora D.Cray, his wife,
MortgagorsDefendants.

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Chancery
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Docket
{
Cause. No. 2276.
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Statement of mortgage debt due by the mortgage mentioned in Above cause.

Amount of principal due by said mortgage is \$3,000.00

Interest thereon from May 1st.1918.

State of Maryland, Queen Anne' County, to wit:-

I hereby certify that on this 2nd. day of October, in the year nineteen hundred and eighteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared James T.Bright, J.Frank Harper and Madison Brown, assignees of the above mentioned mortgage and each made oath that the foregoing statement is a true statement of the indebtedness due under the mortgage of above case to the best of their knowledge and belief.

Filed Oct. 2nd.1918.

J.F.Rolph.
Clerk of the Circuit Court.

Certificate of advertisement.
Filed Oct.2nd.1918.

MORTGAGE SALE of a FARM on Kent Island, Maryland.

Default having occurred in the terms of the mortgage from James Brank Cray and Nora D.Cray, his wife, to Robert J.Reynolds, dated January 1st.1885, and recorded among the land records of Queen Anne's County, Maryland, in Liber S.C.D. No.5, folios 351, etc, and by mesne assignments duly assigned to James T.Bright, Madison Brown and J.Frank Harper, said assignments being duly recorded among the said land records, the undersigned, James T.Bright, Madison Brown and J.Frank Harper, assignees as aforesaid of said mortgage, in execution of the power of sale contained in said mortgage, will sell at public sale in front of the dwelling house on the farm described below, on Monday, September, 9th. 1918, commencing at the hour of 4 o'clock P.M. the following real estate, to wit:-

All that tract of land or farm known as Kent Fort Manor, situate in the southern part of Kent Island in Queen Anne's County, Maryland, on Eastern Bay, adjoining the lands of Welford Carter, Roland C.Ringgold, the heirs of Cornelius Tanner and the Radcliffe farm of Marion N.Tanner, and containing 174 acres, 3 roods and 9 perches of land, more or less. For particular description of said land reference is made to the above described mortgage. The improvements consist of a one and a-half story dwelling house, stable, and granary. From 130 to 140 acres of this farm are arable and the remainder is marsh.

Terms of Sale- Cash at time of sale.

James T.Bright.

Madison Brown.

J.Frank Harper.

Assignees of Mortgage.

George A.Whiteley, Auctioneer.

THE CENTREVILLE RECORD.

Centreville, Md. September, 18, 1918.

The Centreville Record Publishing Co, hereby certifies that the annexed advertisement or notice of sale in the case of James T.Bright, J.Frank Harper and Madison Brown, Assignees of mortgage from James Frank Cray and Nora D.Cray, his wife, a true copy of which

is hereto annexed, was inserted in the Centreville Record a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (the first insertion or publication being more than twenty days) before the ninth day of September, in the year 1918.

The Centreville Record Publishing Co..

Filed Oct.2nd.1918.

By E.H Brown, Jr.
President.

Nisi, filed Oct.2nd.1918.

NISI.

James, T. Bright
J. Frank Harper and
Madison Brown,
Assignees of mortgage.

vs.

James Frank Cray and
Nora D. Cray, his wife,

)
) In the Circuit Court
)
) for Queen Anne's County,
)
) in Equity.

)
) Chancery No. 2276.
)
)
)

ORDERED, this 2nd. day of October, A.D.1918, that the sale of the real estate made and reported in this cause by James T. Bright, J. Frank Harper and Madison Brown, Assignees of mortgage be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 8th. day of December next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 8th. day of November next.

The report states the amount of sales to be \$3,300.

Filed October 4th.1918.

J.F. Rolph, Clerk.

Certificate of publication
of Order Nisi. filed Jan.3rd.1919.

NISI.

James, T. Bright,
J. Frank Harper
Madison Brown, Assignees
of mortgage.

vs.

James Frank Cray and
Nora D. Cray.

)
) In the Circuit Court
)
) for Queen Anne's
)
) County, in Equity.

)
) Chancery No. 2276.
)
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)

THE CENTREVILLE RECORD.

Centreville, Md. January 2, 1918.

The Centreville Record Publishing Co, hereby certifies that the annexed advertisement in the case of James T. Bright, J. Frank Harper and Madison Brown, Assignees of mortgage vs. James Frank Cray & Nora D. Cray, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks before

the 8th. day of November, in the year 1918.

The Centreville Record Publishing Co..

By E.M. Forman.
Associate Editor.

Final Order Ratifying Sale.
Filed Jan. 3rd., 1919.

In the Circuit Court for Queen Anne's County, in Equity.

James T. Bright
J. Frank Harper and
Madison Brown,
Assignees of mortgage.

vs.

James Frank Cray and
Nora D. Cray, his wife.

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Chancery
Docket
Cause No.
2276.

Ordered this third day of January, in the year nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County, in Equity, that the sale within reported by James T. Bright, J. Frank Harper and Madison Brown, assignees of mortgage, be And the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given in accordance with the order nisi or conditional order passed in above cause on the second day of October, 1918, in relation to said sale. The papers of the cause are hereby referred to Madison B. Bordley, Special Auditor, with instructions to him to state an account between the parties making the sale and the proceeds of the sale.

Filed Jan. 3rd. 1919.

Philemon B. Hopper.

Report and Account of
Special Auditor.
Filed Jan. 16th. 1919.

In the Circuit Court for Queen Anne's County, in Equity.

James T. Bright,
J. Frank Harper and
Madison Brown, Assignees.

versus

James Frank Cray et al.
mortgagors.

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Chancery
Docket
Cause
No. 2276

To the Honorable, the judges of said Court:-

The report of Madison B. Bordley, Special Auditor, unto Your Honors respectfully sets forth:

That the Plaintiffs of this cause, the parties making sale of the real estate reported sold in this cause, are in the within account stated by your auditor charged with the gross amount of the sale reported by them and are then thereout allowed their commissions for making said sale in accordance with the terms of the mortgage, the costs of advertising the sale and the several orders nisi of the cause, the court and auctioneer's charges and auditors fee.

The balance remaining after allowance above mentioned is then awarded unto said plaintiffs, who are the assignees of the mortgage mentioned in the cause, on account of their mortgage claim, said balance not being sufficient to pay the mortgage claim in full (see statement appended below)

Madison B. Bordley.

Respectfully submitted,

Special Auditor.

January 4, 1919.

Statement of mortgage claim.

Amount of principal mortgage debt	\$3,300.00
Amount of interest thereon from May 5, 1918 to Sept. 9, 1918, (see statement of mortgage debt-filed)	<u>64.00</u>
	\$3,064.00
 CR: by amount distributed to mortgage by the within account, to wit:-	 3,052.63
 Balance due on mortgage claim with interest thereon from Sept. 9, 1918, to wit:-	 \$ 11.37

The Proceeds of the sale of the mortgaged real estate of James Frank Cray, mortgagor, in account with James T Bright, J. Frank Harper and Madison Brown, Assignees of mortgage, vendors:-

.....

1918.	CR.	
Sept. 9	By gross sale of mortgaged real estate, per report of sale filed Oct. 2, 1918, to wit:-	\$3300.00

	DR.		
" "	To James T. Bright, J. Frank Harper and Madison Brown, Assignees parties making said sale for their commissions per terms of mortgage, to wit:-	\$177.00	
	To do, for the cost of advertising the sale, and the two orders nisi of the cause in Centreville Record per receipted bill for same, to wit:-	25.87	
	To do, for the court costs of this cause per statement of cost of clerk as follows, to wit:-		
	Costs of J. F. Rolph, Clerk.	\$20.00	
	Appear. fee of Plaintiffs' Attorney:	<u>10.00</u>	30.00.
	To do, for charges of G. A. Whitely for auctioneering said sale per bill	10.00	
	To Madison B. Bordley, Special Auditor for stating this account, to wit:-	4.50	
	To James T. Bright, J. Frank Harper and Madison Brown assignees of the mortgage mentioned in this cause in part of their mortgaged claim due on day of sale of this cause this balance, to wit:-	3052.63	
		<u>\$3300.00</u>	<u>\$3300.00</u>

January the fourth, nineteen hundred and nineteen.

Madison B. Bordley.
Special Auditor.

Nisi Ratification of Audit.
Filed January 16th 1919.

NISI RATIFICATION OF AUDIT.S

James T. Bright et al.
vs.
James Frank Cray, et al.

(In the Circuit Court
)
(for Queen Anne's County,
)
(in Equity,
)
Case No. 2276.

ORDERED, this 16th. day of January, in the year nineteen hundred and nineteen, that the report and account filed in these proceedings by Madison B. Bordley, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th. day of February, 1919; provided a copy of this order be published once a week in each of two successive weeks before the 4th. day of February, 1919 in some newspaper printed and published in Queen Anne's County.

Filed January, 16th. 1919

J.F. Rolph, Clerk.

Certificate of Publication
of Nisi ratification of of Audit.
Filed Feb. 29th. 1919.

NISI RATIFICATION OF AUDIT.

James T. Bright et al.
vs.
James Frank Cray, et al.

(In the Circuit Court for
)
(Queen Anne's County, in Equity.
)
(Case No. 2276.

ORDERED, this 16th. day of January, in the year nineteen hundred and nineteen, that the report and account filed in these proceedings by Madison B. Bordley, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown or or before the 13th. day of February, 1919, provided a copy of this order be published once a week in each of two successive weeks before the 4th. day of February, 1919, in some newspaper printed And published in Queen Anne's County.

Filed January, 16th. 1919.

J.F. Rolph, Clerk.
True Copy-Test:
J.F. Rolph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. Feb. 20, 1919.

The Centreville Record Publishing Co, hereby certifies that the nisi audit in the case of James T. Bright et al, vs. J.F. Cray et al, Chy. 2276, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 4th. day of Feb. in the year 1919

The Centreville Record Publishing Co..

By E.H. Brown, Jr.
President.

Final Order Ratifying Audit.
 filed Feby, 20th. 1919.

James T. Bright,
 J. Frank Harper and
 Madison Brown, Assignees,

vs.

James Frank Cray, et al.
 Mortgagors.

(In the Circuit Court for
)
 (Queen Anne's County, in
)
 (Equity,
)
 (Cause No. 2276.
)

ORDERED, this twentieth day of February, in the year nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the within and foregoing report and account of Madison B. Bordley, Special Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given in accordance with the Order of Ratification Nisi heretofore passed in this cause on January 16, 1919, and the parties making the sale of the real estate sold in these proceedings are directed to apply the proceeds accordingly.

Filed Feby, 20th., 1919.

Philemon B. Eopper.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty second day of October, in the year nineteen hundred and eighteen, the following Order to Docket Suit was filed for record, to wit:-

Kent County Land Company,
a Corporation.

vs.

Gilbert T. Smith.

No.

In the Circuit Court

for Queen Anne's County,

In Equity.

Mr. J. Fletcher Rolph,
Clerk of the Court.

Please docket case s above on the Equity side of the Circuit Court for Queen Anne's County, file certified copy of mortgage from Gilbert T. Smith to the Kent County Land Company, a body corporate, bearing date the 22nd. day of December, 1915, duly recorded among the land records of Queen Anne's County in Liber W.F.W. No.8, folio 239 etc. file and approve bond of Lewin W. Wickes, attorney named in mortgage, and enter my appearance for the plaintiff.

Oct. 21, 1918.

Lewin W. Wickes.
Sol. for Plaintiff.

BOND- Filed October 23rd., 1918.

KNOW ALL MEN BY THESE PRESENTS, that we Lewin W. Wickes, William W. Beck and Ann Rebecca Wickes, all of Kent County in the State of Maryland, are held and firmly bound unto the State of Maryland in the just and full sum of seventeen hundred (\$1700 ⁰⁰/₁₀₀) dollars, current money of the United States, 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 jointly and severally, firmly by these presents, Sealed with our seals and dated this twenty first day of October, in the year nineteen hundred and eighteen.

WHEREAS, Gilbert T. Smith by deed of mortgage, dated the twenty second day of December, 1915, duly executed, acknowledged and recorded among the land records of Queen Anne's County in Liber W.F.W. No.8, fol. 239 conveyed to the Kent County Land Company, a certain tract of land in said deed mentioned to secure the payment of the sum of eight hundred and fifty dollars (\$850.00 ⁰⁰/₁₀₀) and the interest thereon.

AND WHEREAS, In the event of any default being made in any condition of the said mortgage or in the payment of the mortgage debt or of the interest thereon when due, power and authority was given therein to the said Lewin W. Wickes, the said Kent County Land Company's duly constituted attorney or agent to sell the mortgaged premises.

AND WHEREAS, default has been made in the condition of said mortgage by reason

of the failure of the said Gilbert T. Smith, mortgagor, to pay said mortgage debt and the interest thereon in the manner and at the times stipulated in said mortgage, and the said Lewin W. Wickes, Attorney as aforesaid, is about to execute said power of sale.

NOW THE CONDITION of the above obligation is such that if the above bounden Lewin W. Wickes, shall well and faithfully perform the trust reposed in him by said power in said mortgage, and shall well and truly abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void.

Lewin W. Wickes. (SEAL)

William W. Beck. (SEAL)

Ann Rebecca Wickes (SEAL)

Signed, sealed and delivered in the presence of Alice R. Smith.

Witness as to Ann Rebecca Wickes:
Alexine S. Wickes.

The above Bond and Securities approved this day of 19.

I hereby certify that the above Bond would be accepted in this Court.

A. Parks Rasin.
Clerk of Circuit Court for
Kent County.

And on the back of the foregoing Bond was thus endorsed, to wit:-

"Security approved and Bond filed October 23rd., 1918.
J. F. Rolph, Clerk."

CERTIFIED COPY OF MORTGAGE
Filed Oct. 22nd. 1918.

Queen Anne's County, to wit: Be it remembered that on the twenty fourth day of December, in the year nineteen hundred and fifteen, the following Mortgage was brought to be recorded, to wit:-

This mortgage, made this 22nd. day of December, in the year nineteen hundred and fifteen, by and between Gilbert F. Smith an unmarried man, Connecticut, mortgagor of the one part and The Kent County Land Company, a body corporate of Kent County, State of Maryland, mortgagee, of the other part.

Whereas, the said Mortgagor is justly indebted unto the said mortgagee in the full sum of eight hundred and fifty dollars (\$850) being the balance of the purchase price of the below described land and premises (being money loaned and advanced by said Mortgagee to said mortgagor) which said sum and the interest thereon the said Mortgagor hereby agrees to pay to the said Mortgagee at the expiration of two years after date and further agrees to pay legal interest semi-annually from the date of this mortgage, And the said mortgagee has the privilege to pay at any interest bearing period the afore said principal sum in whole or any part thereof not less than \$300.

And whereas this mortgage is made to secure the payment of said debt, and the interest thereon, in the manner and at the times above stipulated and the performance of all the covenants hereinafter mentioned, the execution hereof being a condition precedent to the making of said loan.

Now this mortgage witnesseth: that in consideration of the premises and the sum

of one dollar, the said Gilbert T. Smith does grant unto the said Kent County Land Company in fee simple, all that piece or parcel of ground situate, lying and being in the 7th. election district of Queen Anne's County, State aforesaid and called and known as "Ford's Gift" situate, lying and being on Chester River and containing 48 acres of land more or less, and being the same tract of land which was conveyed to the aforesaid Gilbert T. Smith by the aforesaid Kent County Land Company by deed bearing even date herewith and filed to be recorded immediately preceding this mortgage in the land records of Queen Anne's County aforesaid.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. And it is hereby agreed that in the event of a sale of the above described property and the power of sale hereinafter expressed, all annual crops, planted or growing upon said property at the time of sale shall pass to the purchaser of said property. To have and to hold the aforesaid tract of parcel of ground and premises, unto and to the proper use and benefit of Kent County Land Company, its successors and assigns forever. Provided, that if the said Gilbert T. Smith, his heirs, executors, administrators or assigns, shall pay aforesaid sum and interests as above stipulated, including five per cent commission for collecting any payment which may not be paid at maturity, and shall perform all the covenants, herein on his or their part to be performed then this mortgage shall be void. And it is agreed that until default be made in the premises the said Gilbert T. Smith for himself and for his heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them at the time limited for the payment of the same, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable and these presents are hereby declared to be made in trust and the said Kent County Land Company, or Lewin W. Wickes, of Chestertown, Maryland, its attorney or agent is hereby authorized and empowered at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale and to grant and convey the said property to the purchaser or purchasers thereof, his her or their heirs or assigns, which said sale may be in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Queen Anne's County, Maryland, and such other notice as the party making said sale may deem proper, which said sale may be at public aucyion (or that failing at private sale to the highest bidder and for cash and credit, at the option of the party making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including all counsel or attorney's fees, and the actual cost of such bond, as may be secured by the party or parties making the sale in some approved surety Company, and a commission to the party making sale of said property, equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, secondly to the payment of all

claims of the said Mortgagee, its successors and assigns, under this mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said mortgagor, his personal representatives and assigns, or to whoever may be entitled to pay the same. But, in case the mortgage debt, interest and costs are paid after default, (and also after filing of the bond required by law in foreclosure proceedings) by the party undertaking to make sale of said property by anyone entitled to pay the same, or said sales is withdrawn at the request of said mortgagor, or any of them, then the said Gilbert T. Smith, mortgagor, for himself and for his heirs, personal representatives and Assigns, do hereby further covenant to and with the said mortgagee, its successors and assigns to pay to the party undertaking to make sale of said property under the powers hereinbefore granted, a commission on the said mortgage debt and accrued interest thereon, equal to one-half of the commission allowed Trustees for making sales of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, together with all costs incurred including a counsel or attorney's fee of thirty dollars. And the said mortgagor, for himself and for his heirs, executors, administrators and assigns does further covenant to incure, and pending the existence of this mortgage to keep insured the improvements on the hereby mortgaged land to the amount of at least their full insurable value, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to insure, to the benefit of the said Kent County Land Company, its successors and assigns to the intent of their lien or claim hereunder. And the said mortgagor for himself and for his heirs, executors, administrators and assigns do further covenant to pay unto the said mortgagee or its successors or assigns, hereunder any insurance premiums or charges on ant property covered by this mortgage paid by the said mortgagee or its successors or assigns hereunder. And the said mortgagor does further covenant that he will neither do nor suffer to be done pending the existence of this mortgage any act or thing whereby the said premises and land may be depreciated or lessened in value.

Witness my hand and seal.

Test: Harold S. Wisdom
George R. Close.

Gilbert T. Smith. (SEAL)

State of Connecticut, to wit:-

I hereby certify that on this, 22nd. day of December, in the year nineteen hundred and fifteen, before the subscriber, a Notary Public of the State of Connecticut, personally appeared Gilbert T. Smith, and he acknowledged the aforesaid mortgage to be his act.

Notary
Public
Seal.

George R. Close.
Notary Public. N.P.

State of Maryland, Kent County, to wit:-

I hereby certify that on this 22nd. day of December, in the year nineteen hundred and fifteen before the subscriber, a Notary Public of the State of Maryland, in and for Kent County afore said, personally appeared J. Waters Russel, President of the Kent County Land Company, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and further made oath

in due form of law that he is the duly authorized agent of the aforesaid mortgagee to make th
this affidavit.

Notary
Public
Seal.

Wm. A. Burk, N.P.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber
W.F.W. No.8, folio 239 etc. a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the
Circuit Court for Queen Anne's County this 22nd. day of October, 1918.

Seal's
Place.

J.Fletcher Rolph, Clerk.

REPORT OF SALE.
Filed November 20th.1918.

Kent County Land Company,
a corporation.

vs.

Gilbert T. Smith.

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)
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No.

In the Circuit Court for

Queen Anne's County,

in EQUITY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The report of Lewin W.Wickes, Attorney named in a mortgage from Gilbert T.
Smith to Kent County Land Company, a corporation, bearing date the 22nd. day of December,
1915, duly recorded among the land records of Queen Anne's County, in Liber W.F.W. No.8,
folio 239 etc. respectfully shows:-

That default having been made under said mortgage by the failure of the said
mortgagor to pay the principal sum thereby secured and the interest thereon in arrears
according to the stipulations in said mortgage contained, as per statement of the mortgage
debt filed herewith, the said Lewin W.Wickes, attorney named in said mortgage, by virtue
of the power of sale contained therein, after giving bond with security for the faithful
performance of his trust, and after giving twenty days notice prior to the day of sale, of
the time, place, manner and terms of sale by advertisement inserted in the Centreville
Record, and the Centreville Observer, two weekly newspapers published in Queen Anne's
County, Maryland, did pursuant to said notice attend in front of Clement's store in the
village of Crumpton, Queen Anne's County, Maryland, on SATURDAY, November 16th. 1918, at
two o'clock P.M. and then and there offered the mortgaged real estate at public sale to
the highest bidder, in the manner following, that is to say:

The said Lewin W.Wickes, attorney as aforesaid, offered for sale all that tract
of land located in the seventh election district of Queen Anne's County, State of Maryland,
called "Ford's Gift" on Chester River, containin_ forty eight acres of land,,more or less,
Adjoining the lands of the Potts heirs and John Blackiston, and sold thesame to the J.

Waters Russel Realty Company, at and for the sum of eleven hundred dollars (\$1100.00) the said Company being the highest bidder therefor. The above mentioned property has no improvements and it was so announced at the sale.

The terms of sale were as follows:- One-third of the purchase money cash on the day of sale; one-third in one year from the day of sale, and the remaining one-third in two years from the day of sale. All unpaid purchase money to bear interest from the day of sale, and to be secured to the satisfaction of the said attorney.

And it is further reported that the purchaser aforesaid has given satisfactory assurances of compliance with the terms of sale.

Respectfully submitted,

Lewin W. Wickes.

Attorney named in mortgage.

Filed November 20th. 1918.

State of Maryland, Kent County, to wit:-

I hereby certify that on the 20th. day of November, 1918, before me the subscriber, a Notary Public of the State of Maryland, in and for Kent County aforesaid, personally appeared Lewin W. Wickes, attorney named in mortgage, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Harry C. Coleman.

Notary
Public
Seal.

CERTIFICATE OF PUBLICATION
OF ADVERTISEMENT OF SALE.
Filed Jan. 23rd., 1919.

Mortgage sale of Real Estate on Chester River, in the Seventh Election District of Queen Anne's County, Md.

Under and by virtue of the power of sale contained in a mortgage from Gilbert T. Smith to the Kent County Land Company, a body corporate, dated December 22nd. 1915, duly recorded among the land records of Queen Anne's County in Liber W.F.W. No. 8, folio 239 etc. the undersigned, Attorney named in said mortgage, will offer at public sale in front of Clements' store, in Crumpton, Maryland, on Saturday, Nov. 16, 1918, at 2 o'clock P.M. all that tract of land located in the Seventh election district of Queen Anne's County, Maryland, called "Ford's Gift" on Chester River, containing 48 acres of land, more or less, adjoining the lands of the Potts heirs and John Blackiston. This property has a water front of about a quarter of a mile and has fine boating and fishing facilities, is six miles above Chestertown, and about two miles from Deep Landing Wharf, and three miles from Crumpton by water. It is set out in peach, apple and pear trees, All three years old. The land is all tillable, except about one acre in wood.

The improvements consists of a very small frame house. Possession will be given upon

compliance with the terms of sale.

Terms of Sale- One-third purchase money cash on the day of sale; one-third in one year from the day of sale, and the remaining one-third in two years from the day of sale. All unpaid purchase money to bear interest from the day of sale, and to be secured to the satisfaction of the undersigned. All costs of title papers to be paid by the purchaser. Taxes for the year 1918 will be paid by the undersigned.

Lewin W. Wickes.
Attorney named in mortgage.

THE CENTREVILLE RECORD.

Centreville, Md. January 8. 1919.

The Centreville Record Publishing Co, hereby certifies that the advertisement of the real estate in the case of Kent County Land Company, a corporation vs. Gilbert T. Smith a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive before the 16th. day of November, in the year 1918.

The Centreville Record Publishing Co.

By E.H. Brown, Jr.
President.

ORDER NISI. Filed Nov. 20th. 1918.

ORDER NISI.

Kent County Land Company a corporation.	(	No.
)	
vs,	(	In the Circuit Court for
)	
Gilbert T. Smith.	(	Queen Anne's County,
)	
	(	in Equity.

ORDERED this 20th. day of November, 1918, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the mortgaged real estate of Gilbert T. Smith, made and reported by Lewin W. Wickes, attorney, and under the power of sale contained in the mortgage from Gilbert T. Smith to the Kent County Land Company, dated the 22nd. day of December, 1915, and recorded among the land records of Queen Anne's County, in Liber W.F.W. No. 8, folio 239 etc. be ratified and confirmed unless cause to the contrary thereof be shown on or before the 25th. day of January next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, once in each of four successive weeks, before the 25th. day of December next.

The report states the amount of sales to be \$1100.00.

Filed November 20th. 1918.

J.F. Rolph, Clerk.

CERTIFICATION OF PUBLICATION OF ORDER NISI.
Filed Jan. 23rd. 1919.

ORDER NISI.

Kent County Land Company,
a corporation

vs,

Gilbert T. Smith.

No. 2280,

In the Circuit Court for

Queen Anne's County,

in Equity.

Ordered, this 20th. day of November, 1918, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the mortgaged real estate of Gilbert T. Smith made and reported by Lewin W. Wickes, attorney and under the power of sale contained in the mortgage from Gilbert T. Smith to the Kent County Land Company, dated the 22nd. day of December, 1915, and recorded among the land records of Queen Anne's County, in Liber W.F.W. No. 8, folio 239 etc. be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th day of January next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, once in each of four successive weeks before the 25th. day of December next.

The report states the amount of sales to be \$1100.00

Filed November 20th. 1918.

J.F. Rolph, Clerk.

True Copy; Test:

J.F. Rolph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. January 8th. 1919.

The Centreville Record Publishing Co, hereby certifies that the order nisi in the case of Kent County Land Company, a corporation vs. Gilbert T. Smith, Chy. 2280, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks before the 25th. day of December, in the year 1918.

The Centreville Record Publishing Co..

By. E.H. Brown, Jr..

President .

ORDER OF RATIFICATION. Filed Jan. 27th. 1919.

ORDER OF RATIFICATION.

Ordered by the Circuit Court for Queen Anne's County, in Equity, this 27th. day of January, 1919, that the sale within reported by Lewin W. Wickes, attorney named in mortgage be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi passed in said cause. The said Lewin W. Wickes, attorney as aforesaid, is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

Filed Jan. 27th. 1919.

Philemon B. Hopper .

REPORT & ACCOUNT OF AUDITOR.
Filed Feby. 28th. 1919.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY.

Kent County Land Company,	(	Chancery Docket.
vs.)	
	(	Cause No.
Gilbert Smith, Mortgagor	)	2280.
	(
)	

To the Honorable, the Judges of said Court:-

The report of Madison Brown, Auditor, unto Your Honors respectfully sets forth:-

That he has stated the within account by first charging unto Lewin W. Wickes, the party making the sale of the mortgaged property, the amount of the gross sale reported made by him, and thereout allowing unto him the costs of the sale, his commissions for making sale, per terms of mortgage, court costs and taxes on mortgaged property, unto the auditor, his charge for this account, and unto Kent County Land Company, the holder of the mortgage mentioned in the proceedings of this cause, the balance then remaining after said allowances, on account of the mortgage debt due on day of sale to said mortgagee, said balance not being sufficient to pay the mortgage debt in full.

Below is appended a statement of the mortgage debt showing balance due on said mortgage after application thereto of said balance.

Respectfully submitted,

Madison Brown, Auditor.

February 26, 1919.

Statement of Mortgage Debt.

Amount of the mortgage debt due on the day of sale. per statement or mortgage debt filed, to wit:-	\$946.90
Cr: by amount awarded thereto by within account	<u>932.11</u>
Balance due, bearing interest from day of sale.	\$ 14.79

The Proceeds of the sale of the mortgaged real estate of Gilbert T. Smith, Mortgagor, in account with Lewin W. Wickes, attorney named in mortgage, vendor of the mortgaged property.

Cr.

1918.		
Nov. 16.	By gross sale of mortgaged real estate, per report of sale filed, to wit:-	\$1100.00

"	Dr.	
" "	To Lewin W. Wickes, party making sale of mortgaged property, for his commissions on amount of sale, per terms of mortgage, to wit:	\$73.50
	To do. for the court costs of this cause, per statement of costs of Clerk, as follows:	
	Appearance fee of plaintiff's atty.	\$10.00
	Costs of J.F. Rolph, Clerk.	19.75
		29.75
	To do. for the costs of advertising the sale and order nisi thereon in Centreville Record, per receipted bill for same, to wit:	26.25

To do, for the costs of advertising sale in Centreville Observer, per receipted bill for same, to wit:-	22.50	
To do, the amount paid John T. Jester for auctioneering sale, per receipted bill for same, to wit:	5.00	
To do, for state and county taxes on mortgaged property for year 1918, paid by him, per receipted statement, to wit:	13.39	
To do, for costs of advertising copy order nisi to be passed as to this account, to wit:	3.00	
To Madison Brown, Auditor, for stating this account, to wit:-	4.50	
To Kent County Land Company, on account of the mortgage debt due under mortgage under which said sale was paid, this balance, to wit:	932.11	
	<u>\$1100.00</u>	<u>\$1100.00</u>

February 26, 1919.

Madison Brown, Auditor.

NISI RATIFICATION OF AUDIT.

Kent County Land Company.	(	In the Circuit Court
)	
vs.	(	for Queen Anne's County,
)	
Gilbert Smith.	(	in Equity.
)	
		Case No. 2280.

ORDERED, this 28th. day of February, in the year nineteen hundred and nineteen that the report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th. day of March, 1919; provided a copy of this order be published once a week in each of two successive weeks before the 17th. day of March, 1919, in some newspaper printed and published in Queen Anne's County.

Filed February 27th. 1919. J.F. Rolph, Clerk.

CERTIFICATION OF PUBLICATION
OF NISI RATIFICATION OF AUDIT.
Filed March 19th. 1919.

Nisi ratification of audit.

Kent County Land Company.	(	In the Circuit Court for
	)	Queen Anne's County,
vs.	(
)	
Gilbert T. Smith.	(	in Equity,
)	
		Case No. 2280.

Ordered this 28th. day of February, in the year nineteen hundred and nineteen, that the report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 25th. day of March, 1919; provided a copy of this order be published once a week

in each of two successive weeks before the 17th. day of March, 1919, in some newspaper printed and published in Queen Anne's County.

J.F.Rolph, Clerk.

Filed February 27th.1919.

True Copy:

Test:

J.F.Rolph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. March 17th.191 .

The Centreville Record Publishing Co, hereby certifies that the Nisi Ratification of Audit in the case of Kent County Land Company vs. Gilbert T. Smith, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 17th. day of March, in the year 1919.

The Centreville Record Publishing Co..

By E.M.Forman.
Associate Editor.

Final Order Ratifying Audit.
Filed May 5th.1919.

ORDERED this 21st. day of April, 1919 by the Circuit Court for Queen Anne's County, in Equity, that the foregoing Account and Report of the Auditor, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause, and that the attorney and trustee apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Filed May 5th.1919 .

W. H. Adkins.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty fifth day of January, in the year nineteen hundred and nineteen, the following Petition was filed for record, to wit:-

In the Circuit Court for Queen Anne's County, in Equity.

In the matter of the ex-parte petition of Ida M. Bright,	(	Chancery
Benjamin Harrison Bright and James Thomas Bright, Executors)	
of James B. Bright, and of J. Bright Kelley, Administrator	(	Docket
of Laura J. Kelley, for the appointment of a Trustee to)	
sell the land devised to be sold by the last will and	(	Cause
testament of John E. Bright, deceased.)	
		No.

To the Honorable, the Judges of said Court:-

The petition of Ida M. Bright, Benjamin Harrison Bright and James Thomas Bright, Executors of the last will and testament of James B. Bright, late of said county, deceased, and of J. Bright Kelley, Administrator of the personal estate of Laura J. Kelley, late of said county, deceased, by James T. Bright and Madison Brown, their attorneys, unto Your Honors respectfully sets forth:-

1. That John E. Bright, late of said county, deceased, in his life time, to wit: on or about the twelfth day of May, 1888, made and executed in due form of law his last will and testament, and departed this life sometime in the month of August, 1889, leaving said last will and testament unaltered and unrevoked.
2. That said last will and testament was duly admitted to probate by the Orphan's Court of Queen Anne's County on or about the third day of September, 1889, and is now of record in the office of the Register of Wills of said county, in Liber F.R. No. 2, folio 79 etc., a will record book of said county, a duly certified copy of said last will and testament and the probate thereof is filed with this petition as part hereof marked "Exhibit A".
3. That said John E. Bright by his last will and testament, after disposing of his personal property, and after devising a small part of his farm by certain lines, metes and bounds unto one Charles Clarence Heath, and after charging upon said farm an annual charge of twenty five dollars for the upkeep of the grave yard on said farm, did, by the sixth item of said last will and testament, devise his said farm (except that part devised unto the said Charles Clarence Heath and said grave yard) unto his wife, Georgeana H. Bright, for and during the term of her natural life.
4. That by the seventh item of said last will and testament the said John E. Bright did provide that upon the death of Georgeana H. Bright his wife, his brother James Benjamin Bright should have the right and privilege to take his (the testators) said farm and other real estate (excepting the lot devised to said Charles Clarence Heath and said grave yard) at a valuation to be placed thereon in the manner, and upon the certain terms set out in said will; provided he, the said James Benjamin Bright, filed his election to take said farm and real estate, in writing, within sixty days from the death of said Georgeana Bright.

5. That said John E. Bright did further provide by said item seven of his will as follows:-

"and should James Benjamin Bright fail" or refuse to elect to take said farm and other real estate as aforesaid within said sixty days then I do will, devise and direct that Edwin H. Brown of said county "shall sell the farm and real estate at public sale said farm being sold subject to said annuity, on the foregoing terms "or such other as he may deem advisable, "and pay over the proceeds of said sale or sales to the parties to whom same are hereinafter devised and bequeathed; and on payment of said purchase money to convey the same "to the purchaser thereof, their heirs or assigns, and said party selling said farm to be entitled to a commission of six per cent on said sales for his compensation."

6. That by the eighth item of said will said testator did give and bequeath the proceeds of said farm and real estate do devised to be sold as aforesaid unto his brother, James Benjamin Bright, and unto his sisters, Laura J. Kelley, Annie Norman, and Mary E. Downes, each one fifth thereof, and unto his nephews and neices, James F. Cray, John Cray, Leonora Lowe, Ida Boyd, and Georgie Warfield, each one-twenty fifth thereof.

7- That said John E. Bright was at the time of his death as aforesaid seized and possessed of the farm mentioned in said will the same now consisting of a tract of land called or known as "John E. Bright's Farm" part of Kent Fort Manor; situate on Kent Island in said county on the waters of eastern Bay adjoining the lands of Roland C. Ringgold and others and containing two hundred and forty six acres of land, more or less.

8. That said Georgeanna H. Bright who is named in said will as sole executrix thereof departed this life sometime in the month of December, in the year nineteen hundred and eighteen.

9. That the said Edwin H. Brown named in said will as the person to make sale of said land so as aforesaid devised to be sold in the event said James Benjamin Bright failed to take said farm, departed this life in the life time of said Georgeanna H. Bright to wit: sometime in the month of _____ in the year _____

10- That said James Benjamin Bright departed this life in the lifetime of said Georgeanna H. Bright, to wit: on the thirteenth day of September, 1913, without accepting said option to purchase said farm and leaving a last will and testament, executed according to law, and which has been duly admitted to probate by the Orphan's Court of said county, and in which the said Ida M. Bright, Benjamin Harrison Bright and James T. Bright are named as executors thereof, and to whom letters testamentary under said will of said James Benjamin Bright have been duly granted by said court; a certificate of the grant of said letters being filed with this petition as part thereof marked "Exhibit B".

11. That said Laura J. Kelley departed this life sometime in the month of August, 1916, intestate, and letters of administration have heretofore been granted unto your Petitioner, said J. Bright Kelley by the Orphan's Court of said County, a certificate of grant of said letters being filed herewith as part of this petition marked "Exhibit C".

12. That the said Annie Norman, Mary E. Downes, James F. Cray, Georgie Warfield, John Cray, Leonora Lowe and Ida Boyd named in the eighth item of said will are all dead and so far as your petitioners know no administration has been granted upon the estate of any of them.

13. That the interest or legacy given by said last will and testament of said John E. Bright out of the proceeds of sale of the land devised to be sold unto the said James Benjamin Bright is now vested in your petitioners Ida M. Bright, Benjamin Harrison Bright and James Thomas Bright as the executors of the last will and testament of said James Benjamin Bright.

14. That the interest or legacy given by said will of John E. Bright out of the sales of the land to be sold, unto Laura J. Kelley is now vested in your Petitioner, J. Bright Kelley as the administrator of her estate.

15. That both the said Georgeanna H. Bright and the said James Benjamin Bright are both dead, the latter having failed in his life time to exercise his said option of purchase, the time named in said last will and testament of said John E. Bright for the sale of the farm and real estate devised by him to be sold as aforesaid has arrived, but as the said Edwin H. Brown, named in said will as the person with authority under said will to make said sale is now dead, there is no person living with authority to make said sale.

16. That your petitioners are advised that as they are interested as hereinbefore set forth in the sale of said property that they are entitled to have a trustee appointed by this Honorable Court with authority to sell the real estate so devised by said John E. Bright to be sold, and to convey the same to the purchaser or purchasers thereof, and to apply the money arising from said sale to the purposes intended by the said John E. Bright as set forth in his last will and testament.

Your Petitioners therefore pray Your Honors to pass an order appointing some suitable person trustee to sell the farm and real estate so devised by the said John E. Bright, to be sold, and to convey the same unto the purchaser or purchasers thereof, and to apply the money arising from said sale to the purposes intended by the said John E. Bright as set forth in his last will and testament, in order that the directions of the said last will and testament may be carried out.

Respectfully submitted.

James T. Bright
Madison Brown
Attorneys for Petitioners.

Ida M. Bright.

Benjamin Harrison Bright.

James T. Bright.
Executors of James Benjamin
Bright, deceased.

J. Bright Kelley by James T. Bright.
Administrator of Laura J. Kelley,
deceased.

State of Maryland, Queen Anne's County, to wit:

I hereby certify that on this twenty fifth day of January, in the year nineteen hundred and nineteen, before me, the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared Ida M. Bright, Benjamin Harrison Bright and James T. Bright, Executors of James Benjamin Bright, and they made oath in due form of law that the matters and things set forth in the foregoing petition are true as therein stated to the best of their knowledge and belief.

Theodore A. Tolson, J.P.
Justice of the Peace.

"EXHIBIT A". Filed Jan. 25th. 1919.

IN THE NAME OF GOD, AMEN !

I, John E. Bright resident on Kent Island, in Queen Anne's County, in the State of Maryland, do make, and publish this, my last will and testament.

1st. I do direct and bequeath that all my just debts, funeral expenses and cost of administration shall be first paid.

2nd. Should I die before there is a house erected on the lot of land hereinafter devised to Charles Clarence Heath, colored, I do in such event bequeath unto him the said Charles Clarence Heath, colored, the sum of three hundred dollars, for the purpose of erecting or aiding in the erection of such a house thereon.

3d. After the payment of my debts, funeral expenses and cost of administration, and said legacy should it ever be payable as aforesaid, I do give and bequeath unto my dear wife, Georgeanna H. Bright, all my personal estate and personal property absolutely, including in this bequeath to her whatever may be derived or received from any Life Insurance I may have or hold on my own life or that of others.

4th. I do give and devise unto Charles Clarence Heath, colored, all that lot of land off the northern and eastern part of my farm on Kent Island aforesaid, where I now reside, and in the woodland thereof, which is contained with the following lines, metes and bounds, to wit: bounded on the north by the land of John F. Carter, Esq. on the east by Long Point Creek on the west by Ann Hick's lot and on the south by a line (straight line running from the southeast corner aforesaid. Anna Hick's Lot where I propose to plant a stone through my woodland, and nearly parallel with said Carter's land, to another stone, which I propose to plant on the shore of Long Point Creek.

5th. I do will devise and direct that the Grave Yard on the farm where I now reside, shall not pass by the devise of said farm, but the said Grave Yard is hereby devised to and reserved to the descendants of my father, the late James Bright deceased, and their families, for the purpose of sepulture therein with right of ingress and egress to and from the same, said grave yard containing about one-half of an acre, and from and after the death of my wife aforesaid, I do will bequeath and devise that the sum of twenty five dollars annually from said death of my said wife, or so much thereof as may annually be necessary therefore, shall annually be used and applied by those who may from time to time own said farm in keeping said grave yard in proper repair and condition, with right to any and every of the said parties entitled to sepulture therein to see to and enforce the application of said annuity as aforesaid, and I do hereby make said annuity charge and lien on all said farm, except the lot devised as aforesaid.

6th. I do give and devise all the said farm where I now reside, except the lot devised as aforesaid to said Charles Clarence Heath, and any other real estate, I may own at the time of my death, unto my beloved wife, Georgeanna H. Bright, for and during her natural life.

7th. I do will and devise and direct that upon the death of my said wife, Georgeanna

H. Bright, or upon my own death, should I die after my said wife, the said farm and any other real estate I may own, shall be valued by three disinterested parties appointed by the Orphan's Court for Queen Anne's County, who shall return their said valuation under their hands and seals, or under the hands and seals of any two of them subject to said annuity of twenty five dollars, to said Court, and that thereupon my brother James Benjamin Bright shall have the right and privilege to take said farm and real estate at said valuation, upon filing in said Orphan's Court or in the office of Register of Wills of said County, his declaration or election in writing under his hand and seal to that effect, and should he elect to take said farm and real estate, he shall pay the said valuation to the parties to whom same is hereinafter devised as follows, one-fourth thereof in sixty days from said election, and the balance in four equal annual instalments in one, two and three years, from said election, with interest on each instalment from said election until paid, and said valuation and elections if made shall be had and made within sixty days from the death of my said wife, and from my own death should I survive her, and should said James Benjamin Bright fail or refuse to elect to take said farm and other real estate as aforesaid within said sixty days, then I do will, devise and direct that Edwin B. Brown of said county shall sell the said farm and real estate at public sale, said farm being sold subject to said annuity, on the foregoing terms or such other as he may deem advisable, and pay over the proceeds of said sale or sales to the parties to whom same are hereinafter devised and bequeather; and on payment of said purchase money to convey the same to the purchasers their heirs or assigns, and said party selling said farm to be entitled to a commission of six per cent on said sales for his compensation.

8th. I do give, devise and bequeath the proceeds from said farm and real estate if elected to be taken at the valuation as aforesaid, or from the sale or sales thereof, if sold, as aforesaid as follows, to wit: to my brother and sisters, James Benjamin Bright, Laura Kelley, Annie Norman and Mary E. Downes, each the one fifth thereof, and to my nephews and neices, James F. Cray, John Cray, Leonora Lowe, Ida Boyd and Georgie Warfield, each the one twenty fifth thereof.

Lastly: I do hereby constitute and appoint my dear wife Georgeanna H. Bright, executrix of this my last will and testament and do advise that she employ as her legal adviser in the settlement of my said estate, my friends, John B. and Edwin H. Brown, or either of them.

In testimony whereof, I hereunto set my hand and affix my seal this twelfth day of May, in the year eighteen hundred and eighty eight.

John E. Bright. (SEAL).

Signed, sealed, published and declared by John E. Bright the above named testator as and for his last will and testament in our presence and in the presence of each of us, who at his request, in his presence and in the presence of each other, have signed our names as witnesses hereto.

C.S. Jump, Sworn

Eusteed.

W.M.B. Sworn

C.S. Jump

E.H.B. Sworn

Clayton Wright Sworn

W.S. Bright. Sworn.

Queen Anne's County, August 30th. 1889.-- Then came Georgeanna H. Bright and made oath on the Holy Evangely of Almighty God that the foregoing is the true and whole last will and testament of John E. Bright, deceased, and that she does not know of any other.

Sworn before Finley Roberts, Register of Wills.

September 31st. 1889.
Queen Anne's County, SCT:

Then came Edwin H. Brown custodian of the last will and testament of John E. Bright decd, and made oath on the Holy Evangely of Almighty God that the aforegoing is the true and whole last will and testament of said deceased, and that he does not know of any other.

Sworn before Finley Roberts,

Register of Wills.

Queen Anne County, Sect. Sept. 3rd. 1889.

Then came W.W. Busteed, C.S. Jump and Clayton Wright the three subscribing witnesses to the foregoing will and did each make oath on the Holy Evengely of Almighty God that they did see John E. Bright the testator sign his name to said will that they heard him publish, pronounce and declare the same to be his last will and testament, that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding, that they signed their names as witnesses to said will in the presence of each other in the presence of the testator and at his request.

Sworn before

Finley Roberts.

Register of Wills, in open court.

I hereby certify that the aforegoing is a true copy of the last will and testament of John E. Bright, deceased as recorded in the Liber F.R. No. 1, folio 79 81 inclusive, a will record book in the Orphan's Court for Queen Anne's County.

Seal'
Place.

William T. Bishop,
Register of Wills for Queen
Anne's County, Maryland.

EXHIBIT "B", Filed Jan. 25th. 1919.

STATE OF MARYLAND, Queen Anne's County, to wit:

I, William T. Bishop, Register of Wills in and for Queen Anne's County, State of Maryland, and by law keeper of the Seal and of the records, and of the original papers of the Orphan's Court for Queen Anne's County, do hereby certify that it appears from the records in said Court that on the fifth day of September, A.D. nineteen hundred and sixteen, letters of administration of all and singular the goods, chattels, credits and personal estate of Laura J. Kelly, late of Queen Anne's County, deceased, were granted and committed unto J. Bright Kelly after he had entered into bond with approved security for the due performance thereof, according to law, and after he had taken the oath by law required of him.

In testimony whereof, I William T. Bishop, Register of Wills for Queen Anne's

County, this twenty fifth day of January, nineteen hundred and nineteen.

Seal's
Place.

William T. Bishop.
Register of Wills for
Queen Anne's County.

EXHIBIT "U", filed Jan. 25th. 1919.

STATE OF MARYLAND, Queen Anne's County, to wit:-

To all to whom these presents shall come or may concern:

KNOW YE, that on the thirtieth day of September, A.D. 1913, before the Orphan's Court of Queen Anne's County, duly thereunto elected, commissioned and qualified according to the constitution of the State of Maryland, the last will and testament of James B. Bright, late of said County, deceased, was in due form of law admitted to probate; and that on the thirtieth day of September, A.D. 1913, letters testamentary of all and singular the goods, chattels, rights and credits, which were of the said deceased, or in any manner or way concerning his said last will and testament, were granted unto Ida M. Bright, James T. Bright and B. Harrison Bright, the executors in and by the said will named and appointed, they having first entered into bond with approved security for the due performance thereof according to law.

In testimony whereof, I William T. Bishop, Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the seal of the Orphan's Court of Queen Anne's County, this twenty fifth day of January, A.D. 1919.

William T. Bishop.
Register of Wills.

ORDER OF COURT, Filed Jan. 25th. 1919.

In the Circuit Court for Queen Anne's County, in Equity.

In the matter of the ex-parte petition of Ida M. Bright, Benjamin Harrison Bright and James Thomas Bright, executors of James B. Bright, and of J. Bright Kelley, Administrator of Laura J. Kelley, for the appointment of a Trustee to sell the land devised to be sold by the last will and testament of John E. Bright, deceased (Chancery) (Docket) (Cause.) (No.)

Upon the foregoing petition and exhibits, it is ADJUDGED, ORDERED and DECREED this twenty fifth day of January, in the year nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, that, pursuant to the devise and direction contained in the last will and testament of John E. Bright, late of said county, deceased, (a certified copy of which "Exhibit A" is filed in these proceedings) the real estate mentioned and described in said petition as the real estate devised to be sold by the said John E. Bright by his said last will and testament, be sold for the purpose of applying the money arising from such sale for the purposes intended, and in the manner as provided and directed by, the said last will and testament of the said John E. Bright.

That James T. Bright, of Queen Anne's County, State of Maryland, be and is hereby

appointed trustee to make said sale, and he is hereby vested for that purpose with the same power and authority which the said last will and testament conferred upon Edwin H. Brown (now deceased,) named in said last will and testament to make said sale. . . . **ABB** the course and manner of the proceedings of the said James T. Bright shall be as follows; he shall first file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, to be executed by himself, with a surety or sureties to be approved by this Court, or the Clerk thereof, in the penalty of Fifteen thousand dollars conditioned for the faithful performance and execution 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 the said sale having first given at least three weeks previous notice by advertisement inserted in some newspaper published in Queen Anne's County, State of Maryland, and such other notice as he shall think proper, of the time, place, manner and terms of sale which terms shall be as follows; one third of the purchase money to be paid cash on the day of sale, and the residue thereof in two equal instalments falling due, respectively, in one and two years from the day of sale, each instalment to bear interest from said day and to be secured to the satisfaction of the trustee, or all cash at the option of the purchaser.

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 said sale or sales annexed; and on the ratification of such sale or sales by this court and on the payment of the whole purchase money (and not before) the said trustee by a good and sufficient deed, to be executed and acknowledged by him agreeably to law, shall convey to the purchasers of said property, and to his, her or their heirs, the property and estate to him, her or them, sold free, clear and discharged from all claim or claims of the parties entitled to the said real estate or the proceeds of the sales thereof, and of any and every person or persons claiming by, from or under them or any of them. . . . **AND** the said trustee shall bring into this court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the directions of the said last will and testament of the said John E. Bright, after deducting therefrom the costs of this proceeding and such commissions to such trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall have appeared to have discharged his trust.

Philemon B. Hopper.

Filed January 29th. 1919.

BOND, filed Feby. 24th. 1919.

KNOW ALL MEN BY THESE PRESENTS, that we, James T. Bright, of Queen Anne's County, State of Maryland, and the National Surety Company, a body corporate duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of fifteen thousand dollars (\$15,000.00) current money of the United States 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, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty fourth day of Gebruary, in the year nineteen hundred and nineteen.

WHEREAS by an order of the Circuit Court for Queen Anne's County, in Equity, bearing date the twenty fifth day of January, in the year nineteen hundred and nineteen, and passed in a cuase therein pending entitled "In the matter of the ex-parte Petition of Ida M. Bright, Benjamin Harrison Bright and James Thomas Bright, executors of James B. Bright, and of J. Bright Kelley, administrator of Laura J. Kelley, for the appointment of a trustee to sell the land devised to be sold by the last will and testament of John E. Bright, deceased", being Cause No. 2286 on the Chancery Docket of said court, the above bounded James T. Bright has been appointed trustee to make sale of certain real estate in the proceedings in the aforesaid cause mentioned;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounded James T. Bright does 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 be and remain in full force and virtue in law.

James T. Bright. (SEAL)

Signed, sealed and delivered in the presence of:-
B. Hackett Turner.

NATIONAL SURETY COMPANY
By James T. Bright
Chas. E. Tucker.
Attorneys in fact.

Seal's Place.

And on the back of the foregoing bond was thus endorsed, to wit:-
Security approved and Bond filed February 24th., 1919.
J.F. Rolph, Clerk.

REPORT OF SALE, Filed Feby. 27th. 1919.

In the Circuit Court for Queen Anne's County, in Equity.

In the matter of the ex-parte petition of Ida M. Bright, Benjamin Harrison Bright and James Thomas Bright, executors of James B. Bright, and of J. Bright Kelley, administrator of Laura J. Kelley, for the appointment of a trustee to sell the land devised to be sold by the last will and testament of John E. Bright, deceased.

{ Chancery
{ Docket
{ Cause
{ No. 2286.

To the Honorable, the Judges of said court;

The report of James T. Bright Trustee appointed by the decree in this cause to make sale of certain real estate therein mentioned, shows:-

That after giving bond for the faithful discharge of his trust, with sureties thereon which were duly approved by the Clerk of this court as required by said decree and after giving notice of the time, place, manner and terms of sale in two newspapers published in Queen Anne's County aforesaid, for more than three successive weeks before the twenty fifth day of February, in the year nineteen hundred and nineteen, he did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, in said county on Tuesday the twenty fifth day of February, in the year nineteen hundred and nineteen, between the hours of one and two o'clock P.M. and then and there proceeded to make sale of said real estate in the following manner, to wit:-

Your trustee offered at public sale to the highest bidder all that farm or tract of land called Kent Fort Manor or The John E. Bright farm, situate on Eastern Bay, on Kent Island, in Queen Anne's County, Maryland on the left of the public road leading from Stevensville to Kent Point adjoining the lands of Roland C. Ringgold now tenanted by J. Bateman Hopkins and the property of James R. Legg, and being the same farm or tract of land which the said John E. Bright, died and possessed, containing 246 acres of land, more or less as stated in said advertisement, and then and there sold the same unto James E. Kirwan of said county, he being then and there the highest bidder therefor, at and for the sum of sixty two dollars and five cents per acre, (\$62.05) for the two hundred and forty six acres of land, more or less, aggregating the sum of fifteen thousand two hundred and sixty four dollars and thirty cents (\$15,264.30). The purchaser has paid the sum of two thousand dollars on account of the purchase money and will pay the balance on the final ratification of the sale. The Trustee announced before the sale that the land devised by the last will and testament of John E. Bright late of Queen Anne's County, deceased, unto Charles Clarence Heath was excepted and did not pass to the purchaser of said farm, and also the graveyard on said farm was excepted and announcement was made by the trustee that the said grave yard did not pass to the purchaser of the farm. Your trustee read those items in the will of the late John E. Bright filed in these proceedings relating to the devise of a certain lot of land to Charles Clarence Heath and also in reference to the grave yard on said farm. Your trustee also reserved such portion of the growing wheat crop on said farm as would pass to the representatives of Georgeanna H. Bright deceased, the life tenant. The purchaser is to receive that portion of the land lord's interest in the growing wheat crop on said farm not reserved for the representatives of the life tenant, and the purchase is to pay the same proportion of the phosphate and seed wheat as he receives for his interest in the growing wheat crop. A copy of said advertisement is filed with this report as part hereof.

Respectfully submitted.

James T. Bright.
Trustee.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this twenty seventh day of February, in the year nineteen hundred and nineteen, before me the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared James T. Bright the within named Trustee, and he made oath in due form of law that the matters and things stated in the foregoing report are true, to the best of his knowledge and belief, and that the sale was fairly made.

J. F. Rolph,
Clerk of the Circuit
Court for Queen Anne's County.

CERTIFICATE OF PUBLICATION OF ADVERTISEMENT Filed Feby. 27th. 1919.

Trustee'S Sale of VALUABLE FARM situate on Eastern Bay, on Kent Island, in Queen Anne's County, Maryland.

The undersigned by virtue of the decree of the Circuit Court for Queen Anne's

County in Equity, passed on the 25th. day of January, in the year of nineteen hundred and nineteen, as trustee will offer at public sale to the highest bidder in the town of Centreville, Queen Anne's County, Maryland, in front of the Court House door on Tuesday, Feb. 25th. 1919, between the hours of one and two o'clock P.M. the following described farm and real estate, that is to say: All that farm or tract of land called Kent Fort Manor, or The John E. Bright Farm, situate, on Eastern Bay, on Kent Island in Queen Anne's County, Maryland on the left of the public road leading from Stevensville to Kent Point adjoining the lands of Roland C. Ringgold now tenanted by J. Bateman Hopkins and the property of James R. Legg, and being the same farm or tract of land which the said John W. Bright died, seized and possessed, containing 246 acres of land, more or less, This farm lies on the Eastern Bay where there is good fishing, crabbing and oystering and a good shore on said farm for bathing and boating. The land is fertile, in a high state of cultivation and has been one of the best if not the best producing farm in Queen Anne's County, The sale of this farm offers an unusual opportunity to any one desiring to purchase or buy a high class productive farm for a home. It also offers an unusual opportunity to those who might be seeking a most productive farm for an investment. The improvements on this farm consist of a good dwelling house, in good repair, barn and all other outbuilding necessary to a farm.

Terms of Sale- One-third of purchase money to be paid on day of sale, and the residue thereof in two equal installments falling due, respectively in one and two years from the day of sale, each installment to bear interest from said day and to be secured to the satisfaction of the trustee; or all cash at the option of the purchaser. A deposit of \$2,000 will be required at time of sale.

George A. Whiteley, Auctioneer.

James T. Bright, Trustee.

THE CENTREVILLE OBSERVER.

Centreville, Md. Feby. 27, 1919.

The Centreville Observer Publishing Co, hereby certifies that the Trustee's sale of real estate in the case of James T. Bright, Trustee, a true copy of which is hereto annexed, was inserted in the Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 25th. day of February, in the year 1919.

Filed Feby, 27th 1919.

The Centreville Observer Publishing Co.
By S. Chas. Walls, Sect.

NISI, Filed Feby. 27th, 1919.

NISI.

In the matter of the ex-parte petition of Ida M. Bright, Benjamin Harrison Bright, and James Thomas Bright, Executors of James B. Bright, and of J. Bright Kelley, administrato of Laura J. Kelley, for the appointment of a trustee to sell the land devised to be sold by the last will and testament of John E. Bright, deceased.) (()) (In the Circuit Court for Queen Anne's County, in Equity. Chancery No. 2286.
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ORDERED, this 27th. day of February, A.D. 1919, that the sale of the real estate made and reported in this cause by James T. Bright, Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the third day of May, next;

provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the third day of April next.

The report states the amount of sales to be \$15,264.30.

Filed February 27th.1919.

J.F.Rolph, Clerk.

CERTIFICATE OF PUBLICATION OF ORDER NISI.
Filed May 5th.1919.

ORDER NISI.

In the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2286.

In the matter of the ex-parte petition of Ida M.Bright, Benjamin Harrison Bright and James T.Bright, executors of James B.Bright, and of M.Bright Kelley, administrators of Laura J Kelley, for the appointment of a trustee to sell the land devised to be sold by the last will and testament of John E.Bright, deceased.

ORDERED, this 27th. day of February A.D. 1919, that the sale of the real estate made and reported in this cause by James T.Bright, Trustee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the third day of May next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the third day of April next. The report states the amount of sales to be \$15,264.30.

J.F.Rolph, Clerk.

Filed February 27th.1919.

True Copy. Test:

J.F.Rolph, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md. Mar. 16, 1921.

THE CENTREVILLE OBSERVER PUBLISHING CO. hereby certifies that the Order Nisi, in the case of Ida M.Bright et al, adms. of Laura J.Kelley a true copy of which is hereto annexed, was inserted in the Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 3 day of April, in the year 1919.

The Centreville Observer Publishing Co..
By W.J Price, Jr.

FINAL ORDER Filed May 5th.1919.

FINAL ORDER.

Ordered by the Circuit Court of Queen Anne's County, in Equity, this 5th. day of May, in the year nineteen hundred and nineteen, that the sale made and reported in the said cause, in the matter of the ex-parte petition of Ida M.Bright, Benjamin Harrison Bright and James T.Bright, Executors of James B.Bright and of J.Bright Kelley, administrator of Laura J.Kelley, for the appointment of a trustee to sell the land devised to be sold by the last will and testament of John E.Bright, deceased, No. 2286 Chancery, be

and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi. The Trustee is Allowed the commissions provided by said Will And all expenses not personal, upon producing the proper vouchers thereof, before the Auditor.

Philemon B. Hopper.

Filed May 5th.1919.

Petition for appointment of a Special Auditor to state an audit in above case. Also Order of Court, appointing Edwin H. Brown, Jr. special auditor, to state an audit in above case. Filed July 21st. 1919.

In the Circuit Court for Queen Anne's County, in Equity.

In the matter of the ex-parte petition of Ida M. Bright et al, for the sale of the real estate devised to be sold by the last will and testament of John E. Bright, deceased. (Cause No. 2286.

To the Honorable, the Judges of said Court:-

The Petition of James T Bright, one of the persons filing the original petition filed in above entitled cause unto Your Honors respectfully sets forth:

That Madison Brown, the regular auditor of this Court is one of the persons interested in the proceeds of the sale made in this cause as the administrator or Ida Boyd named in said last will and testament as entitled to receive a part of the proceeds of sale of the real estate devised to be sold.

That Madison B. Bordley, the special auditor of the Court, is a Director of the Centreville National Bank of Maryland, a corporation which, your petitioner has been informed and believes, has been assigned the interests in the proceeds of said sale of James F. Cray and John Cray, two parties named in said will to receive part of the proceeds of said sale.

That your petitioner respectfully suggests that because of the facts above stated it will be necessary that some suitable person be appointed auditor to state an account between the trustee appointed to make said sale and the proceeds of the sale.

And your petitioner therefore prays Your Honors to pass an order appointing said special auditor.

Respectfully submitted,

James T. Bright.

Ordered, on this 21st. day of July, nineteen hundred and nineteen by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, upon the foregoing petition, that Edwin H. Brown, Jr. be and he is hereby named as special auditor to state an account between James T. Bright, the trustee appointed to make the sale of the real estate reported sold by the report of sale filed in this cause, and the proceeds of the said sale.

Philemon B. Hopper.

AUDIT filed July 25th.1919.

In the Circuit Court for Queen Anne's County, in Equity.

In the matter of the ex-parte Petition of Ida M. Bright and others for appointment of a trustee to sell the real estate devised by the last will and testament of John E. Bright to be sold. (Chancery) (Docket) Cause No. 2286.

To the Honorable, the Judges of said Court:-

The report of Edwin H. Brown, Junior, Special Auditor appointed by and order

passed in this cause to state the within account, unto Your Honors respectfully sets forth:

That he has stated the within account by first charging unto James T. Bright, the trustee appointed in this cause to make sale of the real estate reported sold in this cause and then thereout allowing him his commissions for making sale in accordance with the terms of the will of John E. Bright directing said sale to be made, the costs of advertising the sale and the order nisi, thereon, the charges of the auctioneer for crying the sale, the court costs of this cause, the fee of the auditor, and the balance then remaining to receive said proceeds of the sale, This balance so passing to said beneficiaries, all of whom are collaterals to said John E. Bright by relationship, so is subject to such collateral inheritance imposed by the State of Maryland upon such collateral beQUESTS Therefore unto the said James T. Bright is allowed for the use of the said State the amount of the collateral inheritance tax due upon said net sale.

It appears from the claims of the several parties filed herein that James B. Bright, Annie Norman, Mary E. Downes, Laura Kelley, Leonora Lowe, and Ida Boyd were dead at the time of the sale herein reported, and their respective administrators has filed in this cause their claims to the sums so bequeather unto their descedents, so that in the within account those parts of the net sale which were bequeathed unto the parties named are distributed unto said administrators. It also appears from the proceedings of the cause that the Centreville National Bank prior to the day of sale had obtained assignments off those parties of said sale bequeather unto John F. Cray and James Cray and had filed claims herein to same, so that in the within account said bank is allowed those parts of said sale bequeathed as aforesaid to said John Cray and James F. Cray. It also appears from the proceedings of said cause that prior to the sale herein made that James T. Bright had obtained from George Warfield an assignment of that part of said sale bequeather by said will to her, so that in the within account he is allowed that part of said sale so bequeather unto her.

Respectullf submitted.

July 23, 1919.

Edwin H. Brown, Jr. Special Auditor

The Proceeds of the Sale of the real estate devised by the last will and testament of John E. Bright, deceased, to be sold, in account with James T. Bright, Trustee appointed by a decree in this cause to make said sale under the power of sale contained in said last will and testament.

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CR.			
1919			
Feb			
25th.	By gross proceeds of sale, per report of sale filed		
	Feb. 27, 1919, to wit:-		\$15,264.30

Dr.			
" "	To James T. Bright, trustee, for his commissions on said sale, per terms of will of testator	\$915.85	
	To do, for costs of his bond with corporate surety thereon paid said surety, per receipted account for same, to wit:-	55.00	
	To do for costs of advertising sale in Centreville Record, paid per receipt for same.	28.12	
	To do for costs of advertiseing sale and order nisi thereon in Centreville Observer, per account for same, to wit:-	31.88	
	To do for amount paid G.A. Whitely, for crying sale as receipt for same appears, to wit:	25.00	
	To do, for the costs of these proceedings, per bill of Clerk, due to		
	J.F. Rolph, Clerk.	35.00	
	W.T. Bishop, Register of Wills	<u>7.00</u>	42.00
	To James T. Bright & Madison Brown for fee allowed them by order of court, to wit		200.00
	To Edwin H. Brown, Jr. Special Auditor, for stating this account, to wit:-		13.50
	To balance, to wit	13,952.95	
		<u>15,264.30</u>	<u>\$15,264.30</u>

By balance brought down, to wit:		\$13,952.95
To James T. Bright, for use of State of Maryland 2 1/2% collateral inheritance tax on \$13,952.95, to wit:	348.82	
To balance, to wit:	<u>13,604.13</u>	
	\$ 13,952.95	<u>13,952.95</u>
By amount brought forward, to wit:		13,604.13

To Ida M. Bright, James T. Bright and B Harrison bright, executors, of James B. Bright 1/5 of above balance, to wit:	2,720.83	
To J. Brught Kelley, Administrator of Laura J. Kelley, 1/5 of said balance, to wit:-	2,720.83	
To Harry T. Norman, Administrator of Anna A. Norman, 1/5 of said balance, to wit:	2,720.83	
To James T. Bright, Administrator of Mary E. Downes 1/5 of said balance, to wit:	2,720.83	
To the Centreville National Bank of Maryland Assignee of John Cray, 1/25 of said balance, to wit:-	544.16	
To George S. Lowe, Administrator of Leonore Lowe 1/25 of said balance, to wit:	544.16	
To The Centreville National Bank of Maryland, Assignee of James F. Uray 1/25 of said balance, to wit:	544.16	
To Madison Brown, Administrator of Ida Boyd. 1/25 of said balance, to wit;	544.17	
To James T. Bright, Assignee of Georgie Warfield, 1/25 of said balance, to wit:	544.17	
	<u>\$13,604.13</u>	<u>\$13,604.13</u>

July 23, 1919.

Edwin H. Brown, Jr.
Special Auditor.

To the Honorable, the Judges of said Court:

I hereby agree that the within and Aforegoing report and account of the Auditor shall be ratified forthwith by the Court without necessity of publication of Order Nisi.

Geo. S. Lowe, Jr.
Administrator of Leonora Lowe,
deceased.

NISI RATIFICATION OF AUDIT, Filed July 25th. 1919.

NISI RATIFICATION OF AUDIT.

In the matter of the exparte Petition of Ida M. Bright, Benjamin Harrison Bright and James Thomas Bright and of J. Bright Kelley, administrator of Laura J. Kelley for the appointment of A trustee to sell the land devised to be sold by the last will and testament of John R. Bright, deceased.	() () ())	In the Circuit Court for Queen Anne's County, in Equity. Case No. 2286
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ORDERED, this 25th. day of July, in the year nineteen hundred and nineteen that the report and account filed in these proceedings by Edwin H. Brown, Special Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th. day of August, 1919; provided a copy of this order be published once a week in each of two successive weeks before the 11th. day of August, 1919. in some newspaper printed and published in Queen Anne's County.

J.F. Rolph, Clerk.

Filed July 25th. 1919.

CERTIFICATE OF PUBLICATION OF
NISI RATIFICATION OF AUDIT. Filed March 18th. 1921.

NISI RATIFICATION OF AUDIT.

In the matter of the exparte petition of Ida M. Bright, Benjamin Harrison Bright, and James Thomas Bright, executors of James B. Bright and J. Bright Kelley, administrators of Laura J. Kelley for the appointment of a trustee to sell the land devised to be sold by the last will and testament of John E. Bright.

In the Circuit Court for Queen Anne's County, in Equity, Case No. 2286.

Ordered this 25th. day of July, in the year nineteen hundred and nineteen, that the report and account filed in these proceedings by Edwin H. Brown, Jr. Special Auditor be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 19th. day of August, 1919; provided a copy of this order be published once a week in each of two successive weeks before the 11th. day of August, 1919, in some newspaper printed and published in Queen Anne's County.

J.F. Rolph, Clerk.

True Copy- Test: J.F. Rolph, Clerk.

Centreville, Md. Mar. 18th., 1921.

I hereby certify that the nisi ratification of audit in the matter en parte of Ida M. Bright et al Chy. 2286 a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 11th. day of August, 1919.

E. H. Brown, Jr.

For the Centreville Record.

Filed July 25th. 1919.

FINAL ORDER OF RATIFYING AUDIT.

ORDERED, This 12th day of July, in the year nineteen hundred and twenty three, by the Circuit Court for Queen Anne's County in Equity, and by the authority of said Court, that the foregoing report and account of the Auditor be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly, with a due proportion of interests as the same has been or may be received. And it is further ordered that the said trustee shall pay the collateral tax allowed in said audit to the Clerk of this Court, who shall forthwith report and account for same to the comptroller of the Treasury of the State of Maryland.

Lewin W. Wickes.

Filed July 12th, 1923.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty first day of February, in the year nineteen hundred and nineteen, the following Order to docket suit was filed for record, to wit:-

H. B. W. Mitchell, Assignee	(	In the Circuit Court
vs.	)	for Queen Anne's County
Rosa Anderson, Mortgagor.	(	In Equity.
	)	No.

Mr. J.F.Rolph, Clerk:

Docket suit as per the above titling, file certified copy of mortgage, statement of mortgage debt.

H. B. W. Mitchell,
Attorney.

STATEMENT OF MORTGAGE DEBT.

Statement of mortgage debt, interest and commissions from Rosa Anderson to Emma R. Finley, Assignee of Mortgage from Rosa Anderson to Martha N. Willson, dated June 9th. 1908, and recorded in Liber S.S. No.5, fol. 17.

Amount of principal mortgage indebtedness		\$250.00
Accrued and unpaid interest	\$27.20	
Insurance premium paid	2.05	
Taxes for 1918 paid by Emma R. Finley	6.12	
	<u>\$35.37</u>	
Less cash for pears sold from mortgaged premises	<u>27.54</u>	<u>7.83</u>
Attorney's commissions due H.B.W. Mitchell 5%		<u>\$257.83</u> <u>12.89</u> <u>\$270.72</u>

Sworn to by Emma R. Finley before me this 21st. day of Feby. 1919.

J.F.Rolph, Clerk.

BOND- Filed Feby, 21st. 1919.

KNOW ALL MEN BY THESE PRESENTS, that we, H.B.W. Mitchell, as principal and J. Lane Finley and Emma R. Finley, as sureties, are held and firmly bound unto the State of Maryland in the full and just sum of six hundred dollars current money, to be paid to the said State or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, our and each of our heirs, personal representatives and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this 21st. day of February, in the year nineteen hundred and nineteen.

WHEREAS the said H.B.W. Mitchell is about to execute the power of sale contained in the mortgage from Rosa Anderson to Martha N. Willson and by said Martha N. Willson assigned to Emma R. Finley and by said Emma R. Finley assigned to said H.B.W. Mitchell for the purpose of foreclosure and collection, said mortgage bearing date the 9th. of June, 1908, and recorded in Liber S.S.No.5, fol. 17, a land record book for Queen Anne's County.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden, the said H.B.W.Mitchell, do and shall abide by and perform any order or decree of any court of equity in relation to the mortgaged property or the proceeds arising therefrom then this obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:
W.E.Potts.

H.B.W.Mitchell. (SEAL)

Joe Lane Finley (SEAL)

Emma R. Finley. (SEAL)

And on the back of the foregoing bond was thus endorsed, to wit:-

Security approved and bond filed February 21st. 1919.

J.F.Rolph, Clerk.

Certified copy of Mortgage and assignments filed Feby. 21st. 1919.

Queen Anne's County, to wit: Be it remembered that on the thirtieth day of June, in the year nineteen hundred and eight, the following mortgage was brought to be recorded, to wit:-

This mortgage, made this 9th. day of June, in the year nineteen hundred and eight by and between Rosa Anderson a single colored woman, mortgagor, of Union County, State of New Jersey, of the one part, and Martha N. Willson of Kent County, State of Maryland, Mortgagee, of the other part.

WHEREAS, the said mortgagor is justly indebted unto said mortgagee in the full sum of two hundred and fifty dollars (\$250.00) being part of the purchase money for property hereinafter described and (being money loaned and Advanced by said mortgagee to said mortgagor) which said principal sum the said mortgagor hereby agrees to pay said mortgagee at the expiration of two years from this date and to pay legal interest thereon semi-annually from the date of this mortgage.

And whereas, this mortgage is made to secure the payment of said debt, and the interest thereon, in the manner and at the time above limited and the performance of all the covenants hereinafter mentioned, the execution hereof being a condition precedent to the making of said loan.

Now this mortgage witnesseth, that in consideration of the premises and the sum of one dollar, the said Rosa Anderson does grant unto the said Martha N. Willson, her heirs and assigns, in fee simple, all those pieces or parcels of ground situate, lying and being in Queen Anne's County, Maryland aforesaid, and described as follows, to wit: Lot No. 1 being all that lot of land situate on the north side of the public road leading from Church Hill to South east landing, and Lot No. 2 being all that lot of land situate adjoining Lot No. 1 and both tracts being all that lot of land which was conveyed to the aforesaid Rosa Anderson by deed of even date herewith and duly filed among the land records for Queen Anne's County aforesaid, to be recorded immediately prior to this mortgage reference to which deed is to be made for a more complete description of the

property hereby conveyed. Together with the buildings and improvements thereupon and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. To have and to hold, the aforesaid parcels of ground and premises unto and to the proper use and benefit of Martha N. Willson her heirs and assigns forever. Provided that if the said Rosa Anderson her heirs, executors, administrators or assigns, shall pay the aforesaid principal sum and legal interest thereon as stipulated including five per cent commission for collecting any payment which may not be paid at maturity, and shall perform all the covenants, herein on her part to be performed, then this mortgage shall be void; And it is agreed that, until default be made in the premises, the said Rosa Anderson shall possess the aforesaid property upon paying in the meantime, all insurance premiums taxes, and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which insurance premiums, taxes, assessments, public dues, charges, mortgage debt and interest due, the said Rosa Anderson for herself and for her heirs executors, administrators and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and these presents are hereby declared to be made in trust, and the said Martha N. Willson or J. Waters Russel of Chestertown, Maryland, Agent is hereby authorized and empowered at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in Queen Anne's County, Maryland, and such other notice as the party making said sale shall deem proper, which said sale may be at public auction (or that failing, at private sale) to the highest bidder, and for cash or credit, at the option of the party making the sale, and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale, to apply first, to the payment of all expenses incident to such sale, including all counsel or attorney's fees, and the actual cost of such bond as may be secured by the party or parties making the sale in some approved surety company, and a commission to the party making sale of said property, equal to the commission allowed trustees for making sale of property by virtue of a decree of a court having equity jurisdiction in the State of Maryland, Secondly, to the payment of all claims of the said mortgagee or her personal representatives and assigns under this mortgage whether the same shall have matured or not, and the surplus if any there be, shall be paid to the said mortgagor, her personal representatives or assigns, or to whoever may be entitled to the same. But in case said mortgage debt, interest and costs are paid after default (and also, after filing of the bond required by law in foreclosure proceedings by the party undertaking to make sale of said property) by anyone entitled to pay the same, or said sale is withdrawn at the request of said mortgagor, or any of them, then the said mortgagor, for her heirs, and for her

personal representatives and assigns, does hereby further covenant to and with the said mortgagee, her heirs, personal representatives and assigns to pay the party undertaking to make sale of said property under the powers herein before granted, a commission on the said mortgage debt and accrued interest thereon, EQUAL TO ONE-HALF THE commission allowed Trustees for making sale of property by virtue of a decree of the Court having equity jurisdiction in the State of Maryland, together with all costs incurred including a counsel or attorney's fee of thirty dollars. And the said Mortgagor for herself and for her heirs, executors, administrators and assigns, does further covenant to insure, and pending the existence of this mortgage to keep insured the improvements on the hereby mortgaged land to amount of at least their full insurable value, and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Martha N. Willson or her assigns to the extent of her or their lien or claim hereunder. And the said Mortgagor for herself and for her heirs, executors, administrators and assigns does further covenant to pay unto the said mortgagee or her personal representatives or assigns hereunder any insurance premiums or charges on any property covered by this mortgage paid by the said mortgagee, or her personal representatives or assigns hereunder. And the said Mortgagor does further covenant that she will neither do, nor suffer to be done, pending the existence of this mortgage, any act or thing whereby the said premises and land may be depreciated or lessened in value.

Witness my hand and seal.

Test: APercy Roberts.
Morris Gordon.

Rosa Anderson. (SEAL)

State of New Jersey, Union County, to wit:-

I hereby certify that on this ninth day of June, in the year nineteen hundred and eight, before the subscriber, a commissioner of Deeds of the State of New Jersey in and for Union County aforesaid, personally appeared Rosa Anderson and she acknowledged the foregoing mortgage to be her act.

Morris Gordon.

Commissioner of Deeds for New Jersey.

State of New Jersey, County of Union SS.

I, James C. Calvert Clerk of the County of Union and also Clerk of the Circuit Court for said county, the same being a court of record, do hereby certify that Morris Gordon whose name is subscribed to the certificate of the proof or acknowledgment of the Annexed instrument and thereupon written, was, at the time of taking such proof or acknowledgement, a commissioner for taking the acknowledgement and proof of deeds in and for said County, dwelling in said county, commissioned and sworn, and duly authorized to take the acknowledgments and proofs of deeds of conveyances for lands, tenements or hereditaments in said State. And further that I am well acquainted with the handwriting of such commissioner, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 24th. day of June, 1908.

Clerk'
Seal.

JAMES C. Calvert.
Clerk.

State of Maryland Kent County, to wit:

I hereby certify that on this 27th day of June, in the year nineteen hundred and eight, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Kent County aforesaid, personally appeared J. Waters Russel and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as herein set forth; and also made oath that he is the duly authorized agent for the said Martha N. Willson, mortgagee to make said affidavit.

Lewin S. Fowler, J.P.

State of Maryland, Kent County SCT:-

I hereby certify that Lewin S Fowler Esquire, before whom the annexed affidavit was made, and who has hereto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland, in and for Kent County, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the handwriting of the said Justice, and verily believe the signature to be his genuine signature.

In testimony whereof, I hereto set my hand and affix the seal of the Circuit Court for Kent County, this 29th. day of June, A.D. 1908.

Clerk's
Seal.

James T. Dixon.
Clerk of the Circuit Court
for Kent County.

Queen Anne' County, to wit:-

Be it remembered that on the sixth day of December, in the year nineteen hundred and eleven, the following assignment was brought to be recorded, to wit:-

For value received, I hereby assign the within and foregoing mortgage to Emma R. Finley, interest on said mortgage having been paid to me up to November 15th. 1911.

Witness my hand and seal this 15th. day of November, A.D. 1911.

Witness: Julia R. Ringgold.

Martha N. Wilson. (SEAL)

Queen Anne's County, to wit: Be it remembered that on the twenty first day of February, in the year nineteen hundred and nineteen the following assignment was filed for record to wit:- I hereby transfer and assign the within and foregoing mortgage to H.B.W. Mitchell for the purpose of foreclosure and collection.

Witness my hand and seal this 21st. day of February, 1919.

Witness: Jos. Lane Finley.

Emma R. Finley. (SEAL)

Queen Anne's County, to wit:-

I hereby certify that the foregoing mortgage is truly taken and copied from Liber S.S. No. 5, folio 16, a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 24th. day of February, nineteen hundred and nineteen.

Seal's
Place.

J. Fletcher Rolph,
Clerk of the Circuit Court
for Queen Anne's County.

REPORT OF SALE, filed March 19th.1919.

H.B.W.Mitchell, Assignee,	(	In the Circuit Court for
vs.	)	Queen Anne's County,
Rosa Anderson, Mortgagor.	)	in Equity.
	)	No. 2287.

To the Honorable, the Judges of said Court:-

The report of sale of H.B.W.Mitchell, Assignee of mortgage, a certified copy of which said mortgage and the assignments thereof being filed in these proceedings in execution of the power of sale contained in said mortgage, after default has occurred in the terms and conditions of said mortgage, by reason of the nonpayment of the principal indebtedness and interest secured by said mortgage and the nonpayment of the taxes assessed against said property, respectfully sets forth:-

1. That after giving bond with approved security for the faithful performance of his trust, and after having complied with all the prerequisites required by law and the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisement in the Centreville Record, a newspaper printed and published in Queen Anne's County, Maryland, for more than three successive weeks previous to the day of sale, did, pursuant to said advertisement, attend on the Bank Warner, in Church Hill, in said County, on Wednesday, the 19th. day of March, 1919, at 2 o'clock P.M. and then and there proceeded to sell said property in said mortgage described being all that lot and parcel of land, improved by a small frame dwelling house, situated in Queen Anne's County aforesaid, on the north side of the public road leading from Church Hill to South East landing, adjoining the land of William Walton and others, and containing four and three quarters (4 3/4) acres of land, more or less, and sold the same to Thomas A.Minch, he being then and there the highest bidder therefor, at and for the sum of three hundred and twenty five dollars. The purchaser has paid ten dollars on the purchase money and your assignee Trustee feels satisfied he will make satisfactory settlement for the balance.

All of which is respectfully submitted.

Filed March 19th 1919.

H.B.W.Mitchell.
Assignee of Mortgage.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this 19th. day of March, 1919, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared H.B.W. Mitchell, Assignee of Mortgage, and made oath that the matters and things stated in the within ad aforesaid report of sale were true as therein set forth, And that the said sale was fairly made.

J.F.Rolph,
Clerk of the Circuit
Court for Queen Anne's County.

Certificate of Publication of Advertisement.

Public Sale of House and Lot.

Under and by virtue of the power of sale contained in the mortgage from Rosa Anderson to Martha N. Wilson, dated June 9th. 1908¹ and recorded in Liber S.S. No5. folio 17, a land record book for Queen Anne's County, and by mesne assignments assigned to me for the purpose of foreclosure and collection, I, the undersigned, will sell by public auction in the town of Church Hill, on the Bank Corner, Wednesday March 19, 1919, at 2 o'clock P.M. all that Lot and Parcel of land improved by a small Frame dwelling house situated in Queen Anne's County, on the north side of the public road leading from Church Hill to South east landing, adjoining the land of Wm. Walton and containing $4\frac{3}{4}$ acres of land, more or less. Terms of sale: One third of the purchase money in cash at the time of the sale, and the residue in two equal installments of six and twelve months from day of sale; or all cash at the option of the purchaser. All deferred payments to bear interest from the day of sale and to be secured by the notes of the purchaser with sureties to be approved by the undersigned.

Geo. A. Whiteley, Auctioneer.

H. B. W. Mitchell,
Assignee of Mortgage.

THE CENTREVILLE RECORD.

Centreville, Md., Mar. 19th. 1919.

The Centreville Record Publishing Co, hereby certifies that the advertisement in the case of Mitchell, Assignee vs. Anderson, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 19th. day of March, in the year 1919.

The Centreville Record Publishing Co.
By E. H. Brown, Jr.

ORDER NISI filed March 19th. 1919.

NISI.

H. B. W. Mitchell, Assignee

vs.

Rosa Anderson.

(In the Circuit Court for
)
(Queen Anne's County, in Equity.
)
(Chancery No. 2287.
)

ORDERED, this nineteenth day of March, A.D. 1919, that the sale of the real estate made and reported in this cause by H. B. W. Mitchell, Assignee of Mortgage be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th. day of May, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 24th. day of April next.

The report states the amount of sales to be \$325.00.

Filed March 19th. 1919.

J. F. Rolph, Clerk.

Certificate of Publication of Order Nisi.
Filed Aug. 18, 1919.

NISI.

H.B.W. Mitchell, Assignss

vs.

Rosa Anderson.

- ()
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()
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In the Circuit Court for
Queen Anne's County, in Equity.
Chancery No. 2287.

Ordered, this nineteenth day of March, A.D. 1919, that the sale of the real estate made and reported in this cause by H.B.W. Mitchell, Assignee of mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th day of May next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 24th. day of May next. The report states the amount of sales to be \$325.00

J.F. Relph, Clerk.

True Copy-Test:

Filed March 19th. 1919.

J.F. Relph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md.. Aug. 18, 1919.

The Centreville Record Publishing Co, hereby certified that the order nisi in the case of Mitchell Assignss vs. Rosa Anderson a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks before the 24th. day of May, in the year 1919.

The Centreville Record Publishing Co..

By E.H. Brown, Jr.

Final Order Ratifying Sale.
Filed Aug. 18th. 1919.

FINAL ORDER.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 18th day of August, in the year nineteen hundred and nineteen, that the sale made and reported in the aforesaid cause of H.B.W. Mitchell, assignee of mortgage, vs. Rosa Anderson, mortgagor, No. 2287 Chancery, be and the said is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as required by the preceding order nisi. The Trustee assignee is allowed the commissions provided by said mortgage and all expenses not personal, upon producing the proper vouchers therefore before the Auditor.

Philemon B. Hopper.

Filed Aug. 18th. 1919.

Report and account of Auditor.
 Filed May 28th, 1920.

In the Circuit Court for Queen Anne's County, in Equity.

H.B.W. Mitchell, Assignee.	(	Chancery Docket
)	
versus	(	Cause No .
)	
Rosa Anderson, Mortgagor.	(	2287.
)	

To the Honorable, the Judges of said Court:-

The report of Madison Brown, Auditor, unto Your Honors respectfully sets forth:

That he has stated the within account by first charging unto H.B.W. Mitchell Assignee, party making the sale in this cause reported, the gross amount of the sale made by him, and then thereout allowing him his commissions for making the sale, per the terms of the mortgage, the court costs of this cause, costs of advertising notice of sale and the several orders nisi of the cause, auctioneer's fee for selling land and auditor's fee. The balance remaining after these allowances is not sufficient to pay the mortgage debt in full and is awarded unto the said Assignee on Account of the mortgage debt.

A statement of the mortgage debt showing the amount applicable thereto in this cause is appended to the said account.

Respectfully submitted.

Madison Brown, Auditor.

May 27, 1920.

The Proceeds of the Sale of the mortgaged real estate of Rosa Anderson, Mortgagor, in account with H.B.W. Mitchell, Assignee of Mortgage, party making the sale.

		Cr.	
1919.			
March 19,	By gross proceeds of sale of mortgage property, per report of sale filed, to wit:		\$325.00
<hr/>			
		Dr.	
"	"		
"	"	To H.B.W. Mitchell, Assignee, party making mortgage sale, for his commissions, per terms of the mortgage, to wit:	\$22.75
	To do, for the court costs of these proceedings per bill of costs of clerk.		
	Costs of J.F. Rolph, Clerk.	\$18.75	
	Appear. fee of H.B.W. Mitchell, Atty.	<u>10.00</u>	28.75
"	for amount paid G.A. Whitely, Auctioneer, for crying sale, per receipt, to wit:		5.00
"	do, for amount paid Centreville Record Publishing company, for advertising sale and order nisi thereon, per receipted bill, to wit:-		18.75
"	do for costs of advertising the order nisi to be published in relation to this report and account, to wit:-		3.00
"	Madison Brown, Auditor, for stating this account, to wit:-		4.50
"	H.B.W. Mitchell, assignee, on account of the mortgage claim, this balance, same not being sufficient to pay the same in full, to wit:		<u>242.25</u>

Statement of Mortgage Debt.

Amount of the mortgage claim per statement of the mortgage debt filed Feb. 21, 1919, in this cause, to wit:-

\$270.72

Cr. by amount applicable to the debt in above statement, to wit:

242.25.

Balance due on mortgage debt, to wit:

\$ 28.47

May 27, 1920.

Madison Brown, Auditor.

NISI RATIFICATION OF AUDIT Filed May 28th. 1920.

NISI RATIFICATION OF AUDIT.

H.B.W. Mitchell, Assignee

vs.

Rosa Anderson.

(In the Circuit Court
)
(for Queen Anne's County,
)
(in Equity.

Case No. 2287.

ORDERED, this 28th. day of May, in the year nineteen hundred and twenty that the Report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd. day of June, 1920, provided a copy of this order be published once a week in each of two successive weeks before the 14th. day of June, 1920. in some newspaper printed and published in Queen Anne's County.

Filed May 28th. 1920.

J.F. Rolph, Clerk.

Certificate of Publication of Nisi Ratification of Audit.
Filed

NISI RATIFICATION OF AUDIT.

H.B.W. Mitchell, Assignee

vs.

Rosa Anderson.

(In the Circuit Court for Queen
)
(Anne's County, in Equity,
)
(Case No. 2287.

Ordered, this 28th. day of May, in the year nineteen hundred and twenty, that the Report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of June, 1920, provided a copy of this order be published once a week in each of two successive weeks before the 14th. day of June, 1920, in some newspaper printed and published in Queen Anne's County.

Filed May 28th. 1920.

J.F. Rolph, Clerk.
True Copy-Test: J.R. Rolph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. June 28th.1920.

The Centreville Record Publishing Co hereby certifies that the Nisi Ratification of audit in the case of Mitchell, Assignee vs. Ross Anderson, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 14 day of June, in the year 1920.

The Centreville Record Publishing Co.
By E.H.Brown, Jr.

FINAL ORDER RATIFYING AUDIT.
Filed June 29th.1920.

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 29th. day of June, nineteen hundred and twenty, that the within and foregoing statement and account of the auditor be, and the same are, hereby ratified and confirmed, no cause having been shown to the contrary, although due notice appears to have been given as required by the preceding order nisi, and the Assignee Trustee is directed to apply the funds accordingly, with a due proportion of interest to claims and commissions as the same has been or may be received.

Filed June 29th.1920,

Philemon B. Hopper.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the seventh day of April, in the year nineteen hundred and nineteen, the following Bill of Complaint was filed for record, to wit:-

In the Circuit Court for Queen Anne's County, in Equity.

Sallie B. Jump.	Plaintiff	(	Chancery
)	
against		(	Docket
)	
Elizabeth Barton Jump, infant,		(	Cause
Francis Jump, infant, and)	
Harold Jump, infant.	Defendants.	(	No.
)	

To the Honorable, the Judges of said Court:-

Your Oratrix, complaining, says:-

1. That heretofore a certain George L. Jump, late of Queen Anne's County, State of Maryland, was, in his life time, seized and possessed of the following described lots or parcels of land, among others, that is to say:

Parcel No.1. All that lot or parcel of land called or known as "The Wagner Property" situate, lying and being on the west side of the north end of Broad Street in the village of Queen Anne in the Sixth election district of Queen Anne's County, State of Maryland, with a frontage on said street of feet, more or less, and a depth of one hundred and seventy nine feet, more or less.

Parcel No.2. All that lot of land now occupied by S.H.Reynolds situate, lying and being on Street in the village of Queen Anne, in the Sixth Election District of Queen Anne's County, State of Maryland adjoining the lot of or formerly of Elizabeth R. Morgan and with a frontage on said street of sixty feet, more or less, and a depth therefrom of one hundred and seventy eight feet, more or less.

2. That being so seized and possessed thereof the said George L. Jump departed this life on or about the fifteenth day of February, 1918, intestate, and leaving surviving him as his only heirs at law your oratrix, who was his wife, and is his widow, and three children Elizabeth Barton Jump, Francis Jump and Harold Jump, all of whom are under the age of twenty one years and reside with your oratrix their mother, in Queen Anne, in Queen Anne's County aforesaid.

3. That your oratrix is now seized and possessed of an undivided one third interest and estate, in fee simple, in the parcels of land above described, and that the said Elizabeth Barton Jump, Francis Jump and Harold Jump are each now seized and possessed of an undivided two-ninths interest and estate, in fee simple, in the said parcels of land.

4. That the lots or parcels of land above described cannot be divided among the parties entitled thereto and owning the same as set forth in the preceding paragraph of this bill, according to their respective interest therein, without loss or injury to them.

5. That your oratrix is entitled to have the said lots or parcels of land above described sold under a decree of this Honorable Court, and a division of the money arising from said sales had among the parties entitled to and owning said land as above set forth according to their respective rights..

6. That your oratrix and her said children, as the heirs at law of the said George L. Jump, deceased, are seized and possessed of several other lots or parcels of land other than and separate from the land hereinbefore mentioned and described, but of these other and separate lots of land your oratrix will not in this bill at this time pray for a sale

for the purpose of partition.

7. To the end therefore:

1. That a decree may be passed for the sale of the lots or parcels of land mentioned and described.

2. That the proceeds of said sales may be distributed between your oratrix and the said Elizabeth Barton Jump, Francis Jump and Harold Jump, the defendants, according to their respective rights and interests therein.

3. That your oratrix may have such other and further relief as her case may require.

May it please Your Honors to grant unto your oratrix the writ of subpoena directed to the said Elizabeth Barton Jump, Francis Jump and Harold Jump, infants under the age of twenty one years, residing with the said Sallie B. Jump in Queen Anne, Queen Anne's County aforesaid, commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound etc.

Madison Brown

Solicitor for Plaintiff.

Subpoena for respondents to appear and answer.

Queen Anne's County, to wit:-

The State of Maryland.

To Elizabeth Barton Jump, Francis Jump and Harold Jump, Infants.

Of Queen Anne's County, Greeting:-

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of May, next, to answer the complaint of Sallie B. Jump against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness the honorable, Wm. H. Adkins, Chief Judge of our said Court, the first Monday of April, 1919.

Issued the 7th. day of April, in the year 1919.

J.F. Rolph, Clerk.

And on the back of the foregoing subpoena was thus endorsed, to wit:-

I hereby certify that I did serve the within writ of summons upon Elizabeth Barton Jump, Francis Jump and Harold Jump, named therein by reading the same to them and to each of them. And I further certify that I did leave with Sallie B. Jump, their mother, on the same day a copy of this within writ or summons.

M. Brown Atty.

S. E. Spry.
Sheriff.

Petition for the appointment of a guardian ad litem for infant defendants. Filed May 26th.1919.

In the Circuit Court for Queen Anne's County, in Equity.

Sallie B. Jump, Plaintiff.

versus

Elizabeth Barton Jump, Defendant. Francis Jump, Harold Jump.

Chancery

Docket

Cause No.

2288.

To the Honorable, the Judges of said Court:-

The petition of Sallie B. Jump, the plaintiff of above cause, unto your Honors respectfully sets forth:-

That the process heretofore issued in above cause against the three infant defendants has been returned by the Sheriff and bears the certificate of said Sheriff that each infant defendant has been summoned in the manner required by law.

That the said Sallie B. Jump, and her attorney in this cause, Madison Brown, are the legal guardians of said infants, and for that reason your petitioner suggests the appointment of a guardian ad litem to answer and defend this suit for said infants.

Respectfully submitted.

Madison Brown. Attorney for Petitioner.

Ordered, on this 26th. day of May, in the year nineteen hundred and nineteen by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, upon the foregoing petition, that James McK. Tilghman, of said county, be and he is hereby appointed guardian ad litem to appear, answer and defend the above suit, for Elizabeth Barton Jump, Francis Jump and Harold Jump, the infant defendants of said cause.

Filed May 26th.1919.

Philemon B. Hopper.

Answer of the infant defendants. Filed May 26th.1919.

In the Circuit Court for Queen Anne's County in Equity.

Sallie B. Jump, Plaintiff.

vs,

Elizabeth Barton Jump, Defendant.

Chancery Docket.

Cause No.

2288.

The joint and several answer of Elizabeth Barton Jump, Francis Jump and Harold Jump, by James McKenney Tilghman, their guardian ad litem, to the bill of complaint of Sallie B. Jump against them in the above cause exhibited.

These defendants, being infants under the age of twenty one years, cannot admit any of the matters and things in said bill alleged, and submit their rights thereunder to the protection of this Court. And as in duty bound etc.

J.McK.Tilghman. Guardian Ad Litem.

Replication, Filed May 26th.1919.

In the Circuit Court for Queen Anne's County, in Equity.

Sallie B. Jump,	Plaintiff.	(	Chancery
)	
vs,		(	Docket.
)	
Elizabeth Barton Jump, et al.		(	Cause No. 2288.
	Defendants.)	
		(

Sallie B. Jump, the Plaintiff, by Madison Brown, her attorney, joins issue on the matters alleged in the answers of Elizabeth Barton Jump Francis Jump and Harold Jump, by their guardian ad litem, so far as the same may be taken to deny or avoid the allegations of the bill.

Madison Brown,
Attorney for the Plaintiff.

Petition for leave to take testimony.
Filed May 26th.1919.

In the Circuit Court for Queen Anne's County, in Equity.

Sallie B. Jump,	plaintiff.	(	Chancery Docket
)	
versus		(	Cause
)	
Elizabeth Barton Jump,		(	No. 2288.
et al.,	defendants.)	
		(

To the Honorable, the Judges of said Court:-

The petition of Sallie B. Jump, the plaintiff in the above cause, unto Your Honors respectfully sets forth:

That the infant defendants, the only defendants, of the above cause, by their guardian adlitem, have filed their answers to the bill of complaint of said cause, the general replication to said answers has been filed, and the cause is now at issue, and your petitioner desires to take testimony to support the allegations of the bill,

Your petitioner therefore prays your Honors to pass an order granting her leave to take testimony in above cause before one of the standing examiners of this court.

And as in duty bound etc.

Madison Brown.

Ordered, this twenty sixth day of May, nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, that leave be and the same is hereby granted to take testimony, as prayed, before one of the standing examiners of this court.

Philemon B. Hopper.

Testimony. Filed May 28th. 1919.

Sallie B. Jump, Plaintiff.

vs.

Elizabeth Barton Jump, infant
Francis Jump, infant, and
Harold Jump, infant.

(In the Circuit Court for
(Queen Anne's County, in Equity.
(Chancery Nos. 2281 and 2288.
(combined by order of Court in
(Chancery No. 2288.

To the Honorable, the Judges of said court;

The Court having granted leave to the Plaintiff to take testimony in the above entitled cause by an order passed on the twenty sixth day of May, in the year nineteen hundred and nineteen, the plaintiff having notified the subscriber, one the Standing Examiners for this Honorable Court, of her desire to take testimony in said cause, I did attend at my office in the town of Centreville, Queen Anne's County, Maryland, on the twenty seventh day of May, in the year nineteen hundred and nineteen, at the hour of two o'clock P.M. and in the presence of James McK. Tilghman, Guardian ad litem for the above named infants, and Plaintiff's attorney, Madison Brown, proceeded to take the following testimony, to wit:

Charles H. Dean, the first witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:-

Please state your name, age, place of residence and occupation?

Ans. My name is Chas. H. Dean, am 50 yrs. of age, I reside at Queen Anne, Maryland and occupation is Dealer in Machinery and automobiles.

2nd. Int. Do you or not know the parties to this suit or any of them? If so, state which and how long you have known them?

Ans. I know them all. I have known all of them every since they were very small children.

3rd. Int. Were you or not acquainted with one Geo. L. Jump, late of Queen Anne, County, Md. deceased, and if so, state if he is living or dead, and if dead, when and where he died. And state whether or not he left a last will and testament?

Ans. I knew him, he is dead. He died in the City of Baltimore on the 15th. day of Feb'y, 1918, He did not leave a last will and testament.

4th. State if you know, whom the said Geo. L. Jump left surviving him as his only heirs at law; State names, ages and places of residence.

Ans. He left a widow, Sallie B. Jump, and three children, Elizabeth Barton Jump, Francis Jump and Harold Jump. All of them live in the village of Queen Anne, Queen Anne's County Md. and all of the children are under eighteen years of age, but I do not know their exact ages.

5th. Int. State whether or not you know or have personal knowledge of the following described properties, situate in the village of Queen Anne, Maryland. A lot of land on the right side of the public road from Centreville, through Queen Anne's to Hillsboro, improved by two frame dwellings, one of which was occupied by the said Geo. L. Jump-at the time of his death as his residence, and the other of which is known as the Morgan house and adjoins the residence property on the north: the property known as the Wagner property on the west side of Broad Street and a lot of land on the east side of Broad Street, improved by a dwelling house and at the present time occupied by S.H. Reynolds? If your answer is yes; please briefly describe the properties and give your ideas as to the value of each?

Ans. I know and am acquainted with each of these properties, I live in the village in which they are located. The property which Mr. Jump occupied as his residence when he died, is improved by a two story frame dwelling and with the land on which it is located is worth about \$2500. The Morgan property, is a two story frame dwelling and with the land on which it is located is worth about fifteen hundred dollars; The Wagner property is a lot of land about sixty feet wide and is improved by a two story frame dwelling, this property I should say is worth about eight hundred dollars, The property occupied by S.H. Reynolds, consists of a lot of land about 60 ft. wide and is improved by a two story frame dwelling, I should say this property is worth about \$600. The Wagner property and the S.H. Reynolds property is about 180 ft. to 200 ft. in depth.

6th. Int. State what relation if any, the said Geo. L. Jump, at the time of his death bore to the properties you have described and state who now owns the properties?

Ans. At the time of his death Geo. L. Jump owned these properties and they are now owned by his heirs whom I have named.

7th. Int. State in your opinion, whether or not the properties, above described can be divided among the parties now owning the same as stated by you, according to their respective int-

erests therein, without loss or injury to them. Please give your reasons for such answer as you may give?

Ans. Not one of the properties mentioned can be divided among the heirs of Geo. L. Jump without loss or injury, for the following reasons; the lots of land are all small, I have described the Wagner lot and the Reynolds lot. The other two houses adjoin one another and the land between the two houses and on either side of the two houses is very small and narrow, too small for buildings or to be of use to anyone if separated from the houses. A division of the land of any property into two parts, would be an impossibility; because the houses would have to be divided, and of course they cannot be divided into the number of parts represented by the present ownership, nor can the whole properties be divided among the heirs by giving to them whole properties, because of the situation of and each of the vast difference in their respective values.

Examiner's special.

Ans. I do not.

Chas. H. Dean.

Harry Clark, the next witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:-

1st. Int. State your name, age, residence and occupation?

Ans. My name is Harry Clark, I am, 53 yrs. of age, I reside in Queen Anne's County, Md. less than a mile from Queen Anne Station. My occupation is farmer.

2nd. Int. Do you or not know the parties to this suit or any of them, if so, state which and how long you have known them?

Ans. I know all of them. I have known Mrs. Sallie B. Jump for about thirty years, and I have known all of the children all their lives.

3rd. Int. Were you or not acquainted with one Geo. L. Jump, late of Queen Anne's Co. Md, deceased and if so state if he is living or dead, and if dead, when and where did he die and state whether or not he left a last will and testament?

Ans. I knew him, he died in Baltimore, Md. in February, 1918. He did not leave a last will and testament.

4th. Int. Whom did said Geo. L. Jump leave surviving him as his only heirs at law.

Ans. Geo. L. Jump left a widow, Sallie B. Jump, who lives in Queen Anne, Q.A. County, Md. He also left three children surviving him, all of them under eighteen yrs, of age, the oldest is Elizabeth B. Jump, about 16 yrs. old, Francis Jump, 10 or 11 yrs. old. and Harold Jump about 8 or 9 yrs. old. All of the children reside with their mother in Queen Anne.

5th. Int. State whether or not you have personal knowledge of the following described properties, situate in the village of Queen Anne Queen Anne's County, Md. A lot of land on the right side of the public road from Centreville, through Queen Anne to Hillsboro, improved by two frame dwellings, one of which was occupied by the said Geo. L. Jump at the time of his death, as his residence, and the other of which is known as the Morgan House and adjoins the residence property on the north, the property known as the Wagner property on the west side of Broad Street, improved by a two story frame dwelling, and another lot of land on the east side of Broad St. improved by a dwelling and at the present time occupied by S.H. Reynolds. If your answer be yea, please describe the same briefly and give your ideas as to the value of each?

Ans. I know all of the properties. I have seen them frequently. The dwelling of Mr. Jump where he lived at the time of his death is on the westerly side of Main st. it is a two story frame dwelling and with the land that goes with it is worth about \$2500. Along side of this dwelling is a two story frame dwelling, called the Morgan property, and this with the land that goes with it, is worth about \$1500. The Wagner property is on the west side of Broad street and contains a two story frame dwelling and is worth about \$1000, or \$1200, something like that, the lot of land belonging to this property is about 180 ft. or 200 ft. deep and about 60 feet wide; and the other property is on the east side of Broad street and is occupied by Samuel Reynolds, this lot is about 60 feet wide and about 180 feet deep and is improved by a two story frame dwelling and is worth about \$1000.

6th. Int. State what relation, if any, said Geo. L. Jump, at the time of his death bore to the properties described by you and state who now owns them?

Ans. Geo. L. Jump owned them at the time of his death and they are now owned by his heirs which I have named in one of my former answers.

7th. State whether or not in your opinion, the properties above described can be divided among the parties now owning the same as stated by you, according to their respective interests therein without loss or injury to them, and give the reasons for such answer as you may give?

Ans. I don't think they can be divided for the simple reason, that they cannot be divided physically to an advantage. The lots are not wide enough to be divided without loss and injury to those interested. To divide the lots, the houses would have to be divided and this cannot be done. The two properties on Main street occupy almost the entire lot, leaving no land for division. Not can a division be made by giving any one property to any one heir, owing to the different values of each property. There is no one property equal to two-ninths of the value of the whole.

Examiner's Special.

Ans. I do not know of anything.

Harry Clark.

There being no further witnesses to be examined and neither party desiring further time for the production of evidence, your Examiners herewith respectfully makes his return and certifies that he was engaged as such examiner two days and examined two witnesses making the costs chargeable to Plaintiff, as follows:

Chas. E. Tucker,	Examiner.	\$8.00
Chas. H. Dean.	Witness	.75
Harry Clark,	"	.75
		<hr/> \$9.50

Respectfully submitted,

Chas. E. Tucker.
Examiner.

Petition and Order For Consolidation
Filed March 26th. 1919.

Sallie B. Jump, plaintiff	(	In the Circuit Court for
)	
vs.	(	Queen Anne's County, in Equity.
)	
Elizabeth Barton Jump	(	Cause No. 2281.
et al, defendants.)	

To the Honorable Judges of said Court:-

Your Petitioner shows that a suit for the sale of certain real estate other than that described in this cause and owned by the parties to this suit in the same estates and interests as they own the land mentioned in this cause, has been filed in this Court, after the filing of this suit, the party plaintiff and the party defendants there-to being the same as the parties to this cause.

Your petitioner alleges it will be advantageous to prosecute both suits together as one cause; costs and expenses will be saved by such combination.

Your Petitioner therefore prays the Court to pass and order consolidating this cause with said cause which is cause No. 2288 on the Chancery Docket of this Court.

And as etc.

Madison Brown,
Atty for Plaintiff.

Upon the foregoing petition, It is ordered, this 26th. day of May, 1919, that the above entitled cause be, and is hereby consolidated with the cause in this court which is entitled Sallie B. Jump, plaintiff vs. Elizabeth Barton Jump et al, defendants, and being cause No. 2288 on the Chancery docket of said court, and the further proceedings for the sales of the real estate mentioned in said two causes shall be taken in said cause No. 2288.

Philemon B. Hopper.

Filed May 26th. 1919.

Agreement for submission of proceedings for decree and waiver of rule requiring testimony to lie in Court for ten days.
 filed MAY 26th.1919.

In the Circuit Court for Queen Anne's County, in Equity.

Sallie B. Jump,	Plaintiff.	(	Cause No.
)	
vs,		(
		)	2288.
Elizabeth Barton Jump, et al.	Defendants.	(
)	

It is hereby agreed that the proceedings of above cause shall be submitted forthwith to the Court for the decree prayed for without waiting the testimony taken to lie in court ten days, and the rule so requiring testimony to lie in Court ten days before decree is hereby waived.

Both the plaintiff and the guardian ad litem hereby state they know of no reason why any exceptions shall be filed to the testimony.

Madison Brown.
 Attorney for the Plaintiff.

J. McK. Tilghman.
 Guardian ad litem.

To the Honorable, the Judges of said Court:-

We the undersigned, have together carefully considered the testimony in above case, and the facts and circumstances surrounding the properties mentioned in the above proceedings, the town in which the properties are located, renting season, time for serving notices upon tenants to move, demand for property by persons wanting to buy homes, etc. and we are of the opinion that the sooner the said properties can be advertised and sold under the decree prayed, the better will it be for all parties to the cause.

Respectfully submitted,

Madison Brown, Attorney for Plaintiff.

J. McK. Tilghman. Guardian Ad Litem.

Decree filed May 29th.1919.

In the Circuit Court for Queen Anne's County, in Equity.

Sallie B. Jump, Plaintiff.	(	Chancery Docket,
)	
vs,	)	Cause No. 2288 and Cause No. 2281.
	(
Elizabeth Barton Jump,	(	consolidated under the No.
Francis Jump,)	
Harold Jump, Defendants.	(	2288.
)	

The above cause standing ready for hearing and being submitted without argument, the bills of complaint and all the other proceedings were read and considered.

It is thereupon, this 29th. day of May, in the year nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this court, adjudged, order and decreed that the real estate mentioned in the proceedings be sold for the purpose of partition between the parties.

That Madison Brown, of said county, be and he is hereby appointed trustee to make

said sale, and the course and manner of his proceedings shall be as follows, to wit:-
 he shall first file with the Clerk of the Circuit Court for for Queen Anne's County a bond to the State of Maryland executed by himself, with a surety or sureties to be approved by this court, or by said clerk, in the penalty of the sum of Seven 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 of order in the premises, he shall then proceed to make the said sale, having given at least twenty days previous notice by advertisement inserted in some newspaper published in Queen Anne's County, State of Maryland, and such other notice as he shall thing proper, of the time, place, manner and terms of sale, which terms shall be as follows: one-fourth of the purchase money to be paid in cash on the day of the sale, and the balance in three equal instalments payable, six, twelve and eighteen months, respectively, from the day of sale, with interest from the day of sale, or all cash on the ratification of the sale with interest from the day of sale, at the option of the purchaser or purchasers, all deferred payments to be secured by the notes of the purchaser or purchasers, with a surety or sureties thereon to be approved by the trustee, a cash deposit equal to one-fourth of the purchase money of each parcel of land sold to be required of the purchaser or purchasers at the time of the sale. 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 said sale or sales, annexed; and upon the ratification of such sale or sales by this court, and on the 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 And estate to him, her or them, sold free, clear and discharged from All claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them. And the said trustee shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the trustee as this Court shall thing proper to allow in consideration of the skill, attention and fidelity wherewith he shall have appeared to have discharged his trust.

Philemon B. Hopper.

Bond filed June 21st.1919.

State of Maryland, Sct:

KNOW ALL MEN BY THESE PRESENTS, that we, Madison Brown, of Queen Anne's County, State of Maryland, and The American Surety Company of New York, a body corporate, duly incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of seven thousand dollars, current money, to be paid to the said State of Maryland, or it 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, administrators, successors and assigns, jointly and severally, firmly by these

presents.

Sealed with our seals And dated this twentieth day of June, in the year nineteen hundred and nineteen.

WHEREAS, by a decree of the Circuit Court for Queen Anne's County, sitting as a Court of Equity, bearing date on the twenty ninth day of May, in the year nineteen hundred and nineteen, and passed in a cause in said court numbered 2288 on the Chancery Docket thereof and wherein Sallie B. Jump is the plaintiff and Elizabeth Barton Jump et al. are the defendants, the above bound Madison Brown has been appointed trustee to make sale of certain real estate in the proceedings of said cause mentioned.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound Madison Brown 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 shall be void; otherwise to remain in full force and virtue in law.

Signed, sealed and delivered in the presence of J. Lemuel Roberts.

Seal's Place.

Madison Brown. (SEAL)

The American Surety Company of New York, by Madison Brown. Its attorney in fact.

Attest: J. Lemuel Roberts.

REPORT OF SALE.
Filed July 9th. 1919.

In the Circuit Court for Queen Anne's County, in Equity.

Sallie B. Jump.	Plaintiff.	(	Chancery Docket.
)	
	versus	(	Cause No.
)	
Elizabeth Barton Jump et al.	Defendants.	(	2288.

To the Honorable, the Judges of said court:-

The report of Madison Brown, trustee, appointed by the decree in this cause to make sale of certain real estate therein mentioned, shows:-

1. That after giving bond with security for the faithful performance of his trust as required by said decree, and after giving notice of the time, place, manner and terms of sale by advertisement in the Centreville Observer and the Centreville Record, two newspapers published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, he did, pursuant to said notice, attend in front of the George H. Jump Hardware store in the town of Queen Anne, in Queen Anne's County State aforesaid on Saturday, June 21st. 1919, and then and there proceeded to sell said real estate as follows, to wit:-

In the first place your trustee offered at public sale to the highest bidder, all that property called "The Wagner Property", situated in the village of Queen Anne aforesaid, on the west side of Broad Street, and now in tenancy of Oscar Rice, (and being the property described as "Parcel No. 3" in the advertisements of sale) and sold the same to Susie C. Covey, wife of Marion Covey, she being then and there the highest bidder therefor, at and for the sum of one thousand and forty one dollars; said purchaser has paid unto your trustee the sum of two hundred and sixty dollars and twenty five cents, but has made no further compliance with terms of sale.

In the second place your trustee offered at public sale, to the highest bidder, all that property situated in the village of Queen Anne aforesaid, on east side of Broad Street, now in tenancy of S.H. Reynolds, and sold the same to said S.H. Reynolds,

he being then and there the highest bidder therefor, at and for the sum of eight hundred and eighty five dollars; said purchaser has paid unto the trustee the sum of two hundred and thirty five dollars, but has made no further compliance with terms of sale. This property is that described as "Parcel No.4" in advertisements of sale.

In the third place your trustee offered at public sale to the highest bidder, all that property called or known as "The George L. Jump residence" situated in said village of Queen Anne, opposite said hardware store, now occupied by SALLIE B. Jump, and sold the same to the said Sallie B. Jump, she being then and there the highest bidder therefor, at and for the sum of twenty nine hundred dollars.

In the fourth and last place your trustee offered at public sale to the highest bidder, the property called "The Morgan Property" situate in said village of Queen Anne adjoining the said Residence property above mentioned, and sold the same unto the said Sallie B. Jump, she being then and there the highest bidder therefor, at and for the sum of fourteen hundred and twenty five dollars.

The said Sallie B. Jump has paid unto the trustee the sum of \$1441, fourteen hundred and forty one dollars and twenty five cents on account of the two purchases made by her but has as yet made no further compliance with terms of sale; the first property bought by her is that described as "Parcel No.1", and the second property bought by her is that described as "Parcel No.2" in said advertisements of sale.

2. Parcels sold in the first, second and fourth places were sold with the understanding that the purchasers would receive possession on January first next, that sales were made subject to rights of present tenants to occupy the properties until date mentioned; that purchasers would receive rents from July first of current year; that rents to accrue July first, current year were reserved unto present owners, that purchasers would one-half of State and county taxes of current year, and presents owners other half- that costs of present insurance policies would be adjusted as of July 1st. the purchasers to pay that part of costs of same represented by the time to run from July first; that purchaser would pay interest on purchase money from day of sale.

3. Parcel sold in the third place was sold with understanding that purchaser would receive no rent for current year and would receive possession on January first next; that heirs of George L. Jump would pay all state and county taxes of current year; that Sallie B. Jump would have right to occupy the property until January first next; that the present water supply connection between the hardware store and the property so sold would be discontinued after January first next; with no right on part of purchaser to receive water supply from hardware store as has been done for sometime.

4. A copy of the advertisement of sale inserted as aforesaid in Centreville Record is filed with this report as part hereof. The total sales amount to \$6251.00.

Which is respectfully submitted,

Madison Brown, Trustee.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this ninth day of July, nineteen hundred and nineteen before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County aforesaid, personally appeared Madison Brown, the within named trustee, and he did make oath in due form of law that the matters and things set forth in the foregoing report of sales are true, to the best of his knowledge and belief and that the sale therein reported were fairly made.

J.F. Rolph,
Clerk of the Circuit Court
for Queen Anne's County.

Filed July 9th. 1919.

Certificate of Publication of Advertisement Of Sale
Filed July 9th. 1919.

Trustee's Sale of Real estate in town of Queen Anne, Md.

By virtue of the decree of the Circuit Court for Queen Anne's County in Equity, passed in Cause No. 2288, between Sallie B. Jump, plaintiff and Elizabeth Barton Jump et al. defendants, the undersigned as trustee named in said decree, will offer at public sale, to the highest bidder, in front of the George L. Jump Hardware Store, in town of Queen Anne, Queen Anne's County, Maryland, on Saturday June 21, 1919 at 3 o'clock P.M. the following described property, all of which are located in the town of Queen Anne aforesaid, to wit:- Parcel No.1, all that property known as the George J. Jump Residence, now occupied by Mrs. G.L. Jump, situated on Main street opposite said Hardware Store. This property is

improved by a 2 story frame dwellin_ in excellant repaid, and outbuildings. The dwell-
ing contains 8 rooms, upstairs hall, bath room, has cellar and porches and is furnace
heated.

Parcel No.2. All that property known as, The Morgan House, adjoining the residence
property above described, and is now in the tenancy of Mrs. Mollie Wilkinson. The
improvements consist of a 2 story frame house with porch attached, and outbuildings.
The house is comfortable and makes a nice home.

Parcel No.3. All that property called The Wagner Property, situated on west side of
Broad street, and now in the tenancy of Mr. Oscar Rice. It is improved by a 2 story
frame house of good size, which has cemented cellar and porch. The land is a lot of ab
about 60 foot frontage by 200 feet depth. This is attractive property.

Parcel No.4. All that property situated on the east side of Broad street and now in
the tenancy of Mr. R.H.Reynolds. It is improved by a 2-story frame dwelling, porch
attached And outbuildings. The land is a lot of About 60 feet frontage by 200 feet
depth. All properties are in good repair, and are desirable either for homes or for
investments. Queen Anne is a pbeety and growing town, has an excellant school and is
located on or near two railroads.

Terms of sale; One-fourth of the purchase money in cash on the day of sale, and
the balance in three equal installments, payable 6, 12 and 18 months from the day of
sale, with interest from the day of sale, or all cash on the ratification of the sale, &
at option of purchaser; deferred payments tobe secured by notes of purchasers with
sureties thereon to be approved by the undersigned. One-fourth of the purchase money
will be required at time of sale. Further particulars made known on day of sale.

Madison Brown, Trustee.
Ventreville, Md..

Notice: Persons contemplating purchasing any of the properties above described and
desiring loans thereon by way of mortgage or different terms may be able to secure the
same by applying to me before day of sale.

Madison Brown.

THE CENTREVILLE RECORD.

Centreville, Md. July 9th.1919.

The Centreville Record Publishing Co, hereby certifies that the advertisement
in the case of Jump vs. Jump, et al. CAuse No. 2288, a true copy of which is hereto an-
nexed, was inserted in The Centreville Record, a weekly newspaper printed and published
at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks
before the 21st. day of June, in the year 1919.

Filed July 9th.1919.

The Centreville Record Publishing Co..
By E.H.Brown Jr.

Order Nisi filed July 9th.1919.

NISI.

Sallie B.Jump.

vs.

Elizabeth Barton Jump,
et al, Infants.

(In the Circuit Court
)
(for Queen Anne's County.
)
(In Equity.
)
Chancery No. 2288.

ORDERED, this 9th. day of July, A.D. 1919, that the sale of the real estate made and reported in this cause by Madison Brown, Trustee be ratified and confirmed unless cause to the contrary thereof be shown on or before the 13th. day of September next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 13th. day of August next.

The Report states the amount of sales to be \$6251.00

J.R.Rolph, Clerk.

Filed July 9th.1919.

Certificate of Publication of Order Nisi. filed Sept. 4th.1920.

Order Nisi.

Sallie B.Jump

vs.

Elizabeth Barton Jump et al, infants.

(In the Circuit Court for)
(Queen Anne's County,)
(in Equity,)
(Chancery No. 2288.)

ORDERED, this 9th. day of July A.D., 1919, that the sale of the real estate made and reported in this cause by Madison Brown, trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 13th. day of September next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 13th. day of August next.. The report states the amount of sales to be \$6,251.00.

J.F.Rolph, Clerk.

True Copy-Test:

J.F.Rolph, Clerk.

Filed July 9th.1919.

THE CENTREVILLEREORD.

Centreville, Md. Oct. 20. 1919.

The Centreville Record Publishing Co, hereby certifies that the order nisi in the case of Sallie B.Jump vs. Elizabeth B.Jump et al, Chy. 2288, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once in each of four successive weeks before the 13 day of August in the year 1919.

The Centreville Record Publishing Co.
By E.H.Brown, Jr..

Final Order Ratifying Sale
Filed Oct 20th.1919.

In the Circuit Court for Queen Anne's County, in Equity.

Sallie B.Jump

versus

Francis Jump et al.

(Cause)
(No.)
(2288.)

Ordered, this 20th. day of October, nineteen hundred and nineteen by the Cir-

Cuit Court for Queen Anne's County in Equity, and by the authority thereof, that the sales of the real estate within reported be and the same are hereby ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been as directed by the order nisi passed heretofore in this cause in relation to said sales. The trustee is allowed the usual commission and all expenses not personal.

Filed Oct. 20th.1919.

Philemon B.Hopper.

Petition for substitution of purchaser
and order of Court, filed Dec.30th.1919.

In the Circuit Court for Queen Anne's County, in Equity.

Sallie B.Jump, Plaintiff.	(	Chancery Docket
versus	)	Cause
Elizabeth Barton Jump.defendant.	)	No.2288.

To the Honorable, the Judges of said Court:-

The petition of Samuel H.Reynolds and Sophrona E.Reynolds, his wife, unto Your Honors respectfully sets forth:-

That as will appear by reference to the report of sale filed in the above cause, the said Samuel R.Reynolds, by the name of S.H. Reynolds became the purchaser of the property described in the second place in said report of sales at the sum of \$885.00. That your petitioners both desire to become together, as husband and wife, As tenants by the entirities, substituted as purchasers of said property in the place of the said S.H.Reynolds alone.

Your petitioners therefore pray your Honors to pass an order substituting them in manner above set forth purchasers of said property in place and stead of said S.H.Reynolds,

Respectfully submitted,

Samuel H. Reynolds.

Sophrona E.Reynolds,

I hereby give my consent to the passage of the order above prayed for.

Madison Brown, Trustee.

Ordered, this thirty first day of December, in the year nineteen hundred and by the Circuit Court for Queen Anne's County, in Equity, that the said Samuel H.Reynolds and Sophrona E. Reynolds, his wife, be and they are hereby substituted as purchasers as tenants by the entirities of the property mentioned above in place and stead of the said S.H.Reynolds, one of the above named petitioners along.

Filed Jan. 20th.1920.

Philemon B. Hopper.

Report and Account of Special Auditor.
Filed July 30th.1920.

In the Circuit Court for Queen Anne' County, in Equity.

SAllie B.Jump	(	Chancery
Plaintiff.)	
	(	Docket
versus)	
	(	CAuse
Elizabeth Barton Jump,)	
et al, Defendants.	(	No.2288.
)	

To the Honorable, the Judges of said court;

The report of Madison B.Bordley, Special Auditor, unto your honors respectfully sets forth:-

That the within account there is charged unto Madison Brown, the trustee appointed to make the sales herein decreed to be sold, the gross amount of the sales made and reported by him, and that then there is allowed unto him his commission, per rule of this court, the court costs of this cause and that with which same has been consolidated the costs of advertising notice of the sales and the several orders nisi of the cause, auctioneer's fees, and auditor's fee, after which the balance is then distributed among the parties entitled thereto According to the bill of complaint and the testimony.

Respectfully submitted,

Madison B.Bordley.
Special Auditor.

July 28, 1920.

The proceeds of the sales of the real estate of SAllie B.Jump and others in account with Madison Brown, Trustee appointed to make said sales by the decree filed in above cause.

1919.		Cr.	
June 21	By gross proceeds of sales, per report of trustee filed July, 9, 1919, to wit:		\$6251.00.

" "	To Madison Brown, Trustee, for his commission for making sales, per rule of court;	\$295.04	
	To do. for costs of advertising notice of sale in Centreville Observer, per bill for same;	29.25	
	To do, for the costs in advertising sale and order nisi on sale and order nisi on audit, per bill for same:	43.20	
	To do for the court costs of these proceedings, as set forth in bill of costs of clerk, to wit: costs of		
	J.F.Rolph, Clerk, two cases	\$36.00	
	S.E.Spry, late sheriff, both cases	2.40	
	C.E.Tucker, examiner	8.00	
	Witnesses before do.	1.50	
	Appear, fee of Madison Brown both cases	20.00	
	J.F.Rolph, Clerk, recording plot satisfying judgments & to clear title &	9.50	77.40
	To do. for auctioner's charges for selling real estate, to wit:		15.00
	To do, for costs or premium of bond with corporate surety thereon to wit:-		21.00
	To Madison B.Bordley, Special auditor, for stating this account, to wit:-		9.00
	To balance, to wit.		5761.11
		<u>\$6251.00</u>	<u>\$6251.00</u>

By balance brought forward, to wit: \$5761.11

To Sallie B. Jump.		
one-third of said balance, to wit:		\$1920.37
To Elizabeth Barton Jump,		
1/3 of 2/3 of said balance, to wit;		1280.25
To Francis Jump,		
1/3 of 2/3 of said balance, to wit:		1280.25
To Harold Jump		
1/3 of 2/3 of said balance, to wit:-		1280.25
		\$5761.11
		\$5761.11

July 28, 1921.

Madison B. Bordley.
Spec. Auditor.

Nisi Ratification of Audit.
Filed July 30th. 1920.

NISI RATIFICATION OF AUDIT.

Sallie B. Jump.	(	In the Circuit Court
)	
vs.	(	for Queen Anne's County
)	
Elizabeth Barton Jump,	(	in Equity.
et al.)	
	(	Case No. 2288.

ORDERED, this 30th. day of July, in the year nineteen hundred and twenty, that the report and account filed in these proceedings by Madison B. Bordley, Special Auditor be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd. day of August, 1920; provided a copy of this order be published once a week in each of two successive weeks before the 16th. day of August, 1920, in some newspaper printed and published in Queen Anne's County.

Filed July 30th. 1920.

J.F. Rolph, Clerk.

Certificate of publication
of Nisi Ratification of Audit.
filed Aug. 26th. 1920.

Nisi Ratification of Audit.

Sallie B. Jump,	vs.	In the Circuit Court for
Elizabeth Barton Jump, et al.		Queen Anne's County, in
		Equity, Case No. 2288.

ORDERED, this 30th. day of July, in the year nineteen hundred and twenty, that the Report and account filed in these proceedings by Madison B. Bordley, General Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd. day of August, 1920; provided a copy of this order be published once a week in each of two successive weeks before the 16th. day of August, 1920, in some newspaper printed and published in Queen Anne's County.

Filed July 30th. 1920.

J.F. Rolph, Clerk.
True Copy; Test:
J.F. Rolph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. Aug. 26, 1920.

The Centreville Record Publishing Co, hereby certifies that the Nisi Ratification of audit in the case of Jump vs. Jump et al. a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 16 day of Aug. in the year 1920.

The Centreville Record Publishing Co..

By E.H.Brown, Jr.

Final Order Ratifying
Audit filed Aug. 31st. 1920.

ORDERED, this thirty first day of August in the year nineteen hundred and twenty, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of this court, that the within and foregoing report and account of Madison B. Bordley, special auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that notice has been given in accordance with the terms of the order nisi hereinbefore passed in relation to said report and account.

And Madison Brown, the trustee in this cause, be and he is hereby directed to apply the proceeds of sales distributed by said account in accordance with the same, except to the several sums audited to Elizabeth Barton Jump, Francis Jump and Harold Jump, infant defendants, which said sums the said trustee is hereby directed to hold subject to the further order of this court.

Filed Aug. 31ST. 1920.

Philemon B. Hopper.

QUEEN ANNE'S COUNTY, T O W I T: Be it remembered that on the twenty second day of April, in the year nineteen hundred and nineteen, the following Bill Of Complaint was filed for record, to wit:-

J.Edward Hoxter, A.Viola Hoxter,
his wife, Grace L.Meekins,
Norman L.Meekins, her husband,
Mary E.Chance, James L.Chance,
her husband, T.Leonard Hoxter,
Ellen E.Hoxter, his wife, H.Hill
Hoxter and Elizabeth A.Hoxter, his wife.

Plaintiffs.

VS.

Rosa A.Hoxter, Infant, M.Luther Hoxter,
Infant, Curtis Edgar Hoxter Benton,
Infant, William Edgar Benton, Mary E.
Hoxter, grantee of C.Gilbert Hoxter, Mary
E.Hoxter, widow of W.H.Curtis Hoxter,
Mollie G.Busteed, Mortgagee, and J.
Frank Harper, Trustee, Assignee of
Mortgage.

Defendants.

In the Circuit
Court for Queen
Anne's County,
in Equity.

To the Honorable, the Judges of said Court:-

Your Orators, complaining, say:-

1. That Wm.H.Curtis Hoxter, late of Queen Anne's County, Maryland, deceased, departed this life, intestate, on or about the 27th. day of April, in the year 1915, seized and possessed of the following real estate, to wit:-

No.1 The tract of land or farm known as "Effingham", or "The Gibson Farm", fronting on Chesapeake Bay on the west, and lying on both sides of the public road leading from Stevensville to kent Point, situate on Kent Island in the Fourth Election district of Queen Anne's County, Maryland, containing 402 acres, 1 rood and 3/4 perches of land, more or less, being the tract of land or farm conveyed to the said Wm.H.Curtis Hoxter by deed from Mollie G.Busteed and Charles A.Busteed, her husband, dated August 7th.1905, and recorded in Liber J.E.G.#8, folio 97 etc. a land record book for Queen Anne's County.

No.2 The tract of land or farm on the east side of the aforesaid public road from Stevensville to Kent Point adjoining the Gibson Farm above described, situate on Kent Island in the 4th. election district of Queen Anne's County aforesaid, and fronting on Shipping Creek and Eastern Bay, containing 207 acres and 3/4 perches of land, more or less, composed of the land conveyed to said Wm.H.Curtis Hoxter by deed from Charles B. Downes and wife dated February 10. 1898, and recorded in Liber W.H.C #7, folios 281 etc. a land record book as aforesaid, and of a part of the land conveyed to said Wm. H.Curtis Hoxter by deed from Lillie A.Tolson and husband dated August 25, 1902, and recorded in Liber J.E.G. #4, folios 24 etc. a land record book as aforesaid.

2. That upon the date of the death of the said Wm.H.Curtis Hoxter as aforesaid, intestate as aforesaid, the said Wm.H.Curtis Hoxter, deceased, left surviving him the following nine children and only heirs at law; a son, J.Edward Hoxter, one of your orators; a daughter, Grace L.Meekins, one of your orators, formerly Grace L. Hoxter, who intermarried with your orator Norman L.Meekins; a daughter Mary E.Chance, one of your orators, formerly Mary E.Hoxter, who intermarried with your orator, James L.Chance; a son, T.Leo-

ward Hoxter, one of your orators; a son, H. Hill Hoxter, one of your orators; a daughter Rosa A. Hoxter, one of the infant defendants; a son M. Luther Hoxter, one of the infant defendants; a daughter, Susan Emma Benton, formerly Susan Emma Hoxter, now deceased, who intermarried with your orator, William Edgar Benton; and a son, C. Gilbert Hoxter; and also left surviving him Mary E. Hoxter, his widow, one of the defendants.

3. That the said Wm. H. Curtis Hoxter during his life time, to wit: on August 7th. 1905, executed a mortgage upon the aforesaid tract of land or farm known as "Effingham" or "The Gibson Farm" to secure the payment to Mollie G. Busted, one of the defendants, of the principal sum of \$12,000.00 with the interest to accrue thereon, in the execution of which said mortgage his wife, the said Mary E. Hoxter, united and there now remains due and owing to the said Mollie G. Busted under the lien of said mortgage the sum of Nine thousand dollars with interest on said sum from April 10, 1919, a duly certified copy of which said mortgage is herewith filed marked Complainants Exhibit No. 1, and prayed to be taken as a part of this Bill of Complaint.

4. That the said Wm. H. Curtis Hoxter during his life time, to wit: on February 10, 1898, executed a mortgage upon a part of the land now embraced in the second tract described in Paragraph 1, of this Bill of Complaint (said part being that conveyed to said Wm. H. Curtis Hoxter by Charles B. Downes and wife as aforesaid) to secure the payment to Thomas J. Keating and B. Palmer Keating, trustees, of the principal sum of \$1584.27 with interest to accrue thereon, in the execution of which said mortgage his wife, the said Mary E. Hoxter united, and there now remains due and owing unto J. Frank Harper, Trustee, in the case of Hurlock vs. Hurlock (Chancery Cause #2014 in this Court) as the assignee of said mortgage under the lien of said mortgage, the sum of one thousand dollars with interest on said sum from February 10, 1919; a certified copy of which said mortgage with the assignment thereof to the said J. Frank Harper, Trustee, is filed herewith, marked "Complainants Exhibit No. 2" and is prayed to be taken as a part of this Bill of Complaint.

5. That upon the death of the said Wm. H. Curtis Hoxter as aforesaid, the aforesaid real estate, consisting of the tract of land or farm known as Effingham or the Gibson Farm, containing four hundred and three acres, one rood and thirty four perches of land, more or less, and the aforesaid tract of land or farm adjoining the said Effingham or the Gibson Farm, containing two hundred and seven acres and thirty seven perches of land, more or less, both more fully described in Paragraph "1" of this Bill, descended to the said nine children and only heirs at law of the said William Curtis Hoxter, deceased, named and enumerated in Paragraph 2 of this Bill, namely, the said J. Edward Hoxter, Grace L. Meekins, Mary E. Chance, T. Leonard Hoxter, H. Hill Hoxter, Rosa A. Hoxter, M. Luther Hoxter, Susan M. Benton and C. Gilbert Hoxter, as tenants in common in equal proportion, subject to the dower interest therein of the said Mary E. Hoxter, widow of the said Wm. H. Curtis Hoxter deceased, and subject to the lien of the aforesaid two mortgages, one of which said mortgages is mentioned and described in Paragraph 2 of this bill and the other of which said mortgage is mentioned and described in Paragraph 4 of this bill; and one of which said mortgages is now held by the defendant, Mollie G. Busted, and the other of which said mortgages is now held by the defendant, the said J. Frank Harper, Trustee in the case of

Hurlock vs. Hurlock, Chancery Cause #2014.

6. That the said C. Gilbert Hoxter, a son and one of the nine only heirs at law as aforesaid of the said Wm. H. Curtis Hoxter, deceased, on the 24th. day of January, in the year nineteen hundred and seventeen, conveyed unto the said Mary E. Hoxter, his entire undivided one ninth interest in the aforesaid real estate mentioned and described in Paragraph "1" of this Bill, as will appear by reference to a certified copy of the deed of conveyance to the said Mary E. Hoxter from the said C. Gilbert Hoxter and wife, filed herewith marked "Exhibit #3" and prayed to be taken as part of this Bill of Complaint.

7. That the said Susan Emma Benton, formerly Susan Emma Hoxter, now deceased, subsequent to the death of her said father Wm. H. Curtis Hoxter, deceased, to wit: on or about the 15th. day of February, in the year nineteen hundred and nineteen, departed this life, intestate, in Queen Anne's County, Maryland, leaving surviving her one child and only heir at law, the said Curtis Edgar Hoxter Benton an infant defendant in this cause, and also leaving surviving her a husband, the said William Edgar Benton, a defendant in this cause, and the said undivided one ninth interest of the said Susan Emma Benton in said real estate, as a child and heir at law of said Wm. H. Curtis Hoxter, deceased, to her said child Curtis Edgar Hoxter Benton, and to her said Husband, William Edgar Benton.

8. That the aforesaid real estate, consisting of the tract of land or farm known as Effingham or the Gibson Farm containing four hundred and three acres, one rood and thirty four perches of land, more or less, and the aforesaid tract of land or farm adjoining the said Effingham or Gibson Farm, containing 207 acres and 37 perches of land, more or less, both more fully described in Paragraph "1" of this Bill, are now held and owned by your Orators, J. Edward Hoxter, Grace L. Meekins, Mary E. Chance, T. Leonard Hoxter and H. Hill Hoxter, and by the said defendants, Rosa A. Hoxter, M. Luther Hoxter, children and heirs at law of the said Wm. H. Curtis Hoxter, deceased, and by the said defendants, Curtis Edgar Hoxter Benton, infant child of the said Susan Emma Benton, deceased, and by the said William Edgar Benton, surviving husband of the said Susan Emma Benton, deceased, as the only heirs at law of the said Susan Emma Benton, a deceased daughter, and heir at law of the said Wm. H. Curtis Hoxter, deceased, and by the said defendant, Mary E. Hoxter, grantee as aforesaid of the said C. Gilbert Hoxter a son and heir at law of the said Wm. H. Curtis Hoxter, deceased, who are now seized and possessed of the aforesaid real estate, as tenants in common, in the following proportions, that is to say:-

Your orators, the said J. Edward Hoxter, Grace L. Meekins, Mary E. Chance, T. Leonard Hoxter and H. Hill Hoxter, and the defendants Rosa A. Hoxter, M. Luther Hoxter and Mary E. Hoxter, Grantee of C. Gilbert Hoxter, are each seized and possessed of an undivided one-ninth interest in the aforesaid real estate, and the defendant Curtis Edgar Hoxter Benton, infant child of the said Susan Emma Benton, deceased, is seized and possessed of an undivided twenty sevenths interest in said real estate, and the said William Edgar Benton, surviving husband of the said Susan Emma Benton, deceased, is seized and possessed of an undivided one-twenty seventh interest in the aforesaid real estate.

And all are seized and possessed of the aforesaid real estate subject to the dower interest therein of the said Mary E. Hoxter, widow as aforesaid of the said Wm. H. Curtis

Hoxter, deceased, and subject also to the lien of the aforesaid mortgage held by the said Mollie G. Busteed and the lien of the aforesaid mortgage held by the said J. Frank Harper, Trustee as aforesaid in Chancery Cause #2014.

9. That the aforesaid real estate is not susceptible of partition without material loss and injury to the parties entitled to the interest therein as above stated, and that in order to make division of said interest it will be necessary that said real estate be sold and the proceeds of sale divided amongst the parties according to their several interests therein, after making provision in the decree of sale for the payment out of the proceeds of sale of the aforesaid mortgage debt and interest due and owing under the aforesaid mortgage held by the defendant, Mollie G. Busteed, and of the aforesaid mortgage debt and interest due and owing under the aforesaid mortgage held by the defendant, J. Frank Harper, Trustee in Chancery Cause #2014, before division among the aforesaid tenants in common.

10. That the aforesaid mortgage held by the said Mollie G. Busteed and the aforesaid mortgage held by the said J. Frank Harper, Trustee as aforesaid, are outstanding liens against the aforesaid real estate and your orators, J. Edward Hoxter, Grace L. Meekins, Mary E. Chance, T. Leonard Hoxter and H. Hill Hoxter are entitled to have the said Mollie G. Busteed, mortgagee as aforesaid, and the said J. Frank Harper trustee assignee as aforesaid made parties defendant to this cause in order that said mortgage may be filed in this cause for payment out of the proceeds of sale of said real estate, and that in the event said Mollie G. Busteed and said J. Frank Harper, trustee or either of them, prefer to have payment made of their respective mortgages before a decree of sale is passed in these proceedings your said orators are willing and prepared to make immediate payment of the amounts due and owing under said mortgages to the said Mollie G. Busteed and the said J. Frank Harper, Trustee, respectively, or either of them in order that said mortgages may be assigned to your said orators and filed in this cause for payment out of the proceeds of the sale of the aforesaid real estate.

11. That your orators are all adults above twenty one years of age, and all reside in Queen Anne's County, except the said Grace L. Meekins and Norman L. Meekins who are residents of Baltimore County, Maryland, and that all the defendants reside in Queen Anne's County, and are all adults above twenty one years of age except the defendants Rosa A. Hoxter, M. Luther Hoxter and Curtic Edgar Hoxter Benton who are all three infants under the age of twenty one years.

To the end, therefore,

1. That a decree may be passed for the sale of the aforesaid real estate,
2. That the proceeds of said sale, after the payment thereof of the mortgage debt and interest secured by the mortgage held by the said Mollie G. Busteed and the mortgage debt and interest held by the said J. Frank Harper, Trustee, may be distributed among the aforesaid tenants in common, J. Edward Hoxter, Grace L. Meekins, Mary E. Chance, T. Leonard Hoxter, H. Hill Hoxter, Rosa A. Hoxter, M. Luther Hoxter, Curtis Edgar Hoxter Benton, William Edgar Benton and Mary E. Hoxter, Grantee of C. Gilbert Hoxter.
3. And for such other relief as their case may require.

May it please your Honors to grant unto your orators the writ of subpoena, directed to the Sheriff of Queen Anne's County against the said Rosa A.Hoxter, M.Luther Hoxter, and Curtis Edgar Hoxter Benton, infant defendants, and against the said William Edgar Benton Mary E.Hoxter widow of Wm.H.Curtis Hoxter, deceased, MARY E.Hoxter,grantee of C.Hilbert Hoxter, Mollie G.Busteed,mortgagee, and J.Frank Harper, trustee and assignee of mortgage, adult defendants, all residing in Queen Anne's County, commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Thos. J. Keating.
Solicitor for complainants.

Complainant's Exhibit #1.
Filed July 1st.1919.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eighth day of August, in the year nineteen hundred and five, the following mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this seventh day of August, in the year nineteen hundred and five, by William Henry Curtis Hoxter and Mary E.Hoxter, his wife, of Queen Anne's County, in the State of Maryland, Whereas, the said Willkam Henry Curtis Hoxter has purchased of Mollie G.Busteed wife of Charles A.Busteed, the hereinafter described real estate at And for the sum of fifteen thousand dollars, and he having made settlement with the for cash payment of three thousand dollars and having for two thousand dollars of the credit purchase money drawn and passed to her his note payable on the first day of October, in the year nineteen hundred and seven, and for the interest to accrue on said sum he has drawn and passed unto her his four other promissory notes each in the sum of sixty dollars, one payable on the first day of April and October, in the year ~~nineteen~~ hundred and six, and nineteen hundred and seven, and for ten thousand dollars the balance of said credit purchase money he has drawn and passed unto her his one other promissory note payable on the first day of October, in the year nineteen hundred and ten, and for the interest to accrue on said sum he has drawn and passed unto her his ten other promissory notes each in the sum of three hundred dollars, one payable on the first of April and the first of October, in the years of nineteen hundred and six, nineteen hundred and seven, nineteen hundred and eight, nineteen hundred and nine, nineteen hundred and ten, the said credit purchase money bearing interest from the first day of October, nineteen hundred and five, and each of said notes are payable at the Queen Anne's National Bank of Centreville, and is endorsed across the face in Red Jack, Secured by Mortgage, and all bear even date herewith, and it was a condition precedent to said sale and purchase that the aforesaid notes given for said principal sum and interest and the payment thereof were to be further assured and secured by the execution of this mortgage.

Now this mortgage witnesseth that in consideration of the premises and of one dol-

dar the said William Henry Curtis Hoxter and Mary E. Hoxter, his wife, do hereby grant and convey unto Mollie G. Busteed, her heirs and assigns in fee simple, all that tract, or all those tracts, parts of tracts or parcels of land, Huate, lying and being on the west and east side of the public road leading from Stevensville to Kent Point on Kent Island, in the fourth election district of Queen Anne's County Aforesaid, called and known as Effingham, or the Gibson Farm, or by whatsoever name or names the same may be called or known, containing four hundred and two acres, one rood and thirty four perches of land, more or less, being the same property described by metes and bounds, courses and distances, in a deed to John H. Tolson from William McKenney and wife, bearing date the 1st. day of Day of December, in the year eighteen hundred and eighty eight, and recorded in Liber W.D. No. 2, folio 242 etc. a land record book for Queen Anne's County aforesaid, said being the same property conveyed by the said Mollie G. Busteed and husband to the said William Henry Curtis Hoxter, by deed bearing even date herewith and recorded among the land records for Queen Anne's County, immediately preceeding these presents, to which said deeds and the references therein contained reference is hereby made for a more full and perfect description of the property hereby conveyed.

Together with all rights, roads, ways, waters, privileges and advantages thereto belonging, or in anywise appertaining. Provided that if the said William Henry Curtis Hoxter, his heirs, executors, administrators and assigns, shall pay unto the said Mollie G. Busteed, her executors, administrators and assigns the aforesaid credit purchase money of twelve thousand dollars and the interest thereon and the aforesaid promissory notes given for said principal sum and interest, as the said promissory notes become due and payable, according to the purport and tenor of same, and shall perform all the covenants and conditions herein on his or their part to be performed then this mortgage shall be void; and until default the said William Henry Curtis Hoxter, his heirs and assigns shall possess said property. And the said William Henry Curtis Hoxter, for himself, his heirs, executors, administrators and assigns covenant to pay, as they severally fall due, the debt and interest hereby intended to be secured all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed; all costs and attorney's commissions and charges incurred in the collection of said debt or any part thereof, and to insure and pending this mortgage, to keep insured the improvements on said premises to the amount of the insurable value thereof dollars, and to have the policy so framed or endorsed that the proceeds shall be applied to the payment of this mortgage, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value. But, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant or condition in this mortgage, then the whole debt intended hereby to be secured and All moneys owing hereunder or secured hereby shall be due and damandable, and the said Mollie G. Busteed, her legal representatives or assigns, or Edwin H. Brown, Jr. her or their hereby constituted attorney are hereby authorized to sell said premises upon giving three weeks previous notice of the time, place, manner and terms of sale in a newspaper published in Queen Anne's County, Maryland, and such other

notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest and to be secured by the notes of the purchaser with approved securities, and to apply the proceeds to the payment of first, all expenses incident to such sale, (including compensation to the person making the sale, the same as to Trustees in Equity) second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third, the balance to William Henry Curtis Hoxter or whoever may be entitled to the same.

Witness their hands and seals.

William Henry Curtis Hoxter. (SEAL)

Test: Robert F. Cook.

Mary E. Hoxter. (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this seventh day of August, in the year nineteen hundred and five before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared William Henry Curtis Hoxter, and Mary E. Hoxter, his wife, and did each acknowledge the foregoing mortgage to be their respective act.

Robert F. Cook. J.P.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this seventh day of August, in the year nineteen hundred and five (1905) before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Charles A. Busted, Agent for Mollie G. Busted, and made oath on the Holy Evangelical of Almighty God, that the consideration stated in the foregoing mortgage, is true and bona fide as therein set forth, and did also make oath in due form of law that the mortgagee, or her agent has not required the mortgagor his agent or attorney or any person for the said mortgagor to pay the tax levied upon the interest covenanted to be paid, in advance nor will he require any tax thereon to be paid by the mortgagor, or any person for him, during the existence of this mortgage, and at the same time made oath in due form of law that he is the agent of the said Mollie G. Busted, and duly authorized to make the aforesaid affidavit.

R. Hopper Smith.
Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the above is truly taken and copied from Liber J.E.G. No. 8, folio 98 etc. a land record book for Queen Anne's County.

In testimony whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this eighteenth day of April, A.D. 1919.

J.F. Rolph,
Clerk of the Circuit Court
for Queen Anne's County.

Complainant's Exhibit No.2.
filed July 1st.1919.

QUEEN ANNE'S COUNTY, to wit: Be it remembered that on the eleventh day of February, in the year one thousand eight hundred and ninety eight, the following mortgage was brought to be recorded, to wit:-

This mortgage, made this tenth day of February, in the year eighteen hundred and ninety eight by William Henry Curtis Hoxter and Mary E.Hoxter, his wife, both of Queen Anne's County, in the State of Maryland, Whereas, Thomas J.Keating and B.Palmer Keating, Trustees in the case of John Wilkinson vs. Thomas J.Keating, Executor of Reuben Legg, in the Circuit Court for Queen Anne's County, in Equity (No.689 Chancery) have this day loaned unto the said William Henry Curtis Hoxter the amount of money now in their hands as such trustees amounting to the sum of fifteen hundred and eighty four dollars and twenty seven cents, with interest thereon, payable semi-annually from the date of this mortgage, and the principal sum payable in five years from the date hereof:-

Now this mortgage witnesseth, that in consideration of the premises and of one dollar, we, the said William Henry Curtis Hoxter, and Mary E.Hoxter, his wife, do grant and convey unto the said Thomas J.Keating and B.Palmer Keating, trustees as aforesaid, their successors and assigns, in fee simple, the following real estate, to wit: All that farm, tract or parcel of land, called or known as the Shipping Creek Farm, Effingham, Walker Farm, or by whatsoever name or names the same may be called or known, situate on the left of the public road leading from Stevensville to Kent Point on Kent Island, Queen Anne's County, Maryland, adjoining the Home farm of John H.Tolson, and described by metes and bounds, courses and distances, in a deed to Osceola C.Green from John H.Price, bearing date the 15th. day of May, in the year 1871, and recorded in Liber J.W.No.2, folios 591 etc; a land record book for Queen Anne's County, Maryland, and containing one hundred and twelve acres, two roods and thirty eight perches of land, more or less, being the same property conveyed to the said William Henry Curtis Hoxter by Charles B.Downes and wife, by deed of even date with this mortgage and to be recorded among the land records of Queen Anne's County immediately preceding this mortgage. Together with all rights, roads, ways, waters, privileges and advantages thereto belonging or, in anywise appertaining. Provided that if we, the said William Henry Curtis Hoxter and Mary E.Hoxter, his wife, our heirs executors, administrators or assigns, shall pay or cause to be paid the aforesaid sum of fifteen hundred and eighty four dollars and twenty seven cents and the interest thereon when and as the same becomes due and payable as aforesaid, and shall perform all the covenants and conditions herein on their part to be performed, then this mortgage shall be void; and until default the said William Henry Curtis Hoxter and Mary E.Hoxter, his wife, heirs and assigns shall possess said property. And we, the said William Henry Curtis Hoxter and Mary E.Hoxter, his wife, covenant to pay, as they severally fall due the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt or any part thereof, and to insure, and pending this mortgage, to keep insured

the improvements on said premises to the amount of the insruable value thereof, and to have the policy so framed or endorsed that the proceeds shall be applied to the payment of this mortgage, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value. But, in case of default in payment of said debt, or the interest to accrue thereon, or any part of either as they severally fall due, or in Any covenant or condition in this mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall be due and demandable, and the said Thomas J. Keating and B. Palmer Leating, trustees as aforesaid, their successors or assigns, are hereby authorized to sell said premises upon giving three weeks previous notice of the time, place, manner and terms of sale, in a newspaper published in Centreville, Queen Anne's County, Maryland and such other notice as party selling may deem expedient, for cash, or for cash and credit at the option of the person making the sale, the credit payments if any, to bear interest And to be secured by the notes of the purchaser with approved securities, And to apply the proceeds to the payment of first, all expenses incident to such sale (including compensation to the person making the sale, the same as to Trustees in Equity) second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not, and third the balance to the mortgagors, or whoever may be entitled to the same.

Witness our hands and seals.

W.H. Curtis Hoxter, (SEAL)

Test: Robert F. Cook.

Mary E. Hoxter, (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this tenth day of February, in the year eighteen hundred and ninety eight, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared William Henry Curtis Hoxter And Mary E. Hoxter, his wife, and each acknowledged the foregoing mortgage to be their respective act.

Robert F. Cook. J.P.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this eleventh day of February, in the year eighteen hundred and ninety eight before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Thomas J. Keating, one of the trustees mentioned in the aforesaid mortgage and as such trustees of the mortgagees and made oath on the Holy Evangely of Almighty God that the consideration stated in the foregoing mortgage is true and bona fide as herein set forth. And also made oath on the Holy Evangely of Almighty God, that he has not required the mortgagors, his agent or attorney, or any person for said mortgagor, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require the same to be paid by the mortgagor, or any person for him during the existence of this mortgage.

Wm. W. Bryan, Jr. J.P.

Queen Anne's County, to wit:- Be it remembered that on the twenty second day of

August, in the year nineteen hundred and seventeen the following assignment was brought to be recorded, to wit:- For value received, and pursuant to the order of the Circuit Court for Queen Anne's County in Equity, passed August 22nd. 1917, in the case of John Wilkinson vs. Thos. J. Keating, Executor of Reuben Legg, deceased et al, being cause No. 689 on the Chancery Docket of said court, I Edwin H. Brown, Jr. Trustee in said above mentioned cause and successor to Thomas J. Keating and B. Palmer Keating, the original Trustees in said cause, do hereby assign the within and foregoing mortgage to J. Frank Harper, trustee in the case of Katie Hurlock vs. Wilbur W. Hurlock et al" Cause 2014 on the Chancery Docket of said court, for the Amount and to the extent of the balance of the principal mortgage debt now due and owing on said mortgage, to wit: for the sum and to the extent of one thousand dollars (\$1000.00) with interest thereon from August 10th. 1917, without recourse or guarantee.

Witness my hand and seal this twenty second day of August, in the year nineteen hundred and seventeen.

Test: Mary E. Forman.

Edwin H. Brown, Jr. (SEAL)

Trustee in the case of "John Wilkinson vs. Thos. J. Keating, Executor of Reuben Legg, deceased, et al". Cause No. 689 in the Circuit Court for Queen Anne's County, in Equity, Successor to Thomas J. Keating and B. Palmer Keating, the original trustees in said cause.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber W.H.C. No. 7, folio 283 etc. a land record book for Queen Anne's County.

In testimony whereof, I hereunto subscribe my name and affix the seal
 Seal's Place of the Circuit Court for Queen Anne's County, this eighteenth day of
 April, A.D. 1919.

J.F. Rolph, Clerk.

Complainant's Exhibit #3,
 Filed July 1st. 1919.

QUEEN ANNE'S COUNTY; TO WIT;

Be it remembered that on the twelfth day of March, in the year nineteen hundred and seventeen, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this, twenty fourth day of January, in the year nineteen hundred and seventeen, by Curtis Gilbert Hoxter and Edith Hoxter, his wife, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said Curtis Gilbert Hoxter, as one of the children and only heirs at law of William H. Curtis Hoxter, late of Queen Anne's County aforesaid, deceased, is the owner of an undivided one ninth interest and estate in the real estate hereinafter described of which the said William H. Curtis Hoxter, died, seized and possessed of;

and WHEREAS the said Curtis Gilbert Hoxter has sold to Mary E. Hoxter of the county and state aforesaid, the said undivided one ninth interest in the real estate herein-

after described, at and for the sum of one thousand dollars (\$1000.00)

NOW THEREFORE, this deed witnesseth that for and in consideration of the premises and of the said sum of one thousand dollars (\$1,000.00) the receipt of which is hereby acknowledged the said Curtis Gilbert Hoxter and the said Edith Hoxter, his wife, do hereby release assign, transfer, grant and convey unto the said Mary E. Hoxter, her heirs and assigns, in fee simple, all their undivided right, title, interest and estate and All the undivided right, title, interest and estate of each of them, in And to the following real estate, to wit:-

First: All that tract of land or farm known as the Gibson Farm or Effingham, or the Home Farm, situate on Kent Island, in the fourth election district of Queen Anne's County, Maryland, lying on both sides of the public road leading from Stevensville to Kent Point, adjoining the lands of John R. Benton, the lands of C. Roland Carville, the Walker Farm hereinafter described, the lands of Edward Peter Cockey and the lands of Isaac Grollman, fronting on Chesapeake Bay, containing four hundred and two acres, one rood and thirty perches of land, more or less, being the same and all the land conveyed to William H. Curtis Hoxter by deed from Mollie G. Busteed and Charles A. Busteed, her husband, dated August 7th. in the year nineteen hundred and five and recorded in Liber J.E.G. No. 8, folio 97 etc. a land record book for Queen Anne's County aforesaid.

Second. All that tract of land or farm known as the Walker Farm, situate, on Kent Island aforesaid in the fourth election district of Queen Anne's County aforesaid to the left of the aforesaid public road leading from Stevensville to Kent Point, fronting on Eastern Bay adjoining the aforesaid Gibson Farm, the lands of C. Roland Carville, the lands of V. Griffin Embert, and the lands of Edward Peter Cockey, containing one hundred and twelve acres, two roods and thirty eight perches of land, more or less, being the same and all the land conveyed to William H. Curtis Hoxter by deed from Charles B. Downes and wife, dated February 10th. in the year eighteen hundred and ninety eight, and recorded among the aforesaid land record books in Liber W.H.C. No. 7, folio 281.

Third: All that tract of land situate on Kent Island in the fourth election district of Queen Anne's County aforesaid located on Eastern Bay and Shipping Creek, adjoining the Walker Farm last above described and adjoining that part of the Bullen Farm now belonging to Edward B. Cockey, containing forty five acres of land, more or less. together with the Island surrounded by Eastern Bay and Shipping Creek, containing about five acres, of land the said tract of land and island being that part of the land remaining of the land conveyed to the said William H. Curtis Hoxter by deed from Lillie A. Tolson and Theodore A. Tolson, dated August 25th. in the year nineteen hundred and two and recorded in Liber J.E.G. No. 4, folio 24 etc a land record book aforesaid after deducting therefrom that part of land conveyed by said deed, which is described in the deed from William H. Curtis Hoxter to Edward P. Cockey dated July 23, in the year nineteen hundred and six and recorded in Liber S.S.#1, folio 7 etc. a land record book aforesaid. And the said Curtis Gilbert Hoxter does hereby covenant that he will warrant specially the said undivided one ninth and estate in and to the real estate above described and that he will execute such other and further assurances of title thereto as may be or become requisite or necessary.

Witness the hands and seals of the grantors the day and year first above written.

Test: Theodore A. Tolson.

C.G. Hoxter. (SEAL)
Edith M. Hoxter. (SEAL)

State of Maryland. Queen Anne's County, to wit:-

I hereby certify that on this twenty fourth day of January, in the year nineteen hundred and seventeen, before the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Curtis Gilbert Hoxter and Edith Hoxter, his wife, the grantors above named and acknowledged the foregoing deed to be their respective act.

Theodore A. Tolson, J.P.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the above is truly taken and copied from Liber W.F.W. No. 10, folio 186 a land record book for Queen Anne's County.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Queen Anne's County.

Seal's,
Place.

J.F. Rolph, Clerk.
of the Circuit Court for
Queen Anne's County.

Subpoena for Respondant to appear and answer.

Queen Anne's County, to wit:
The State of Maryland,

To Wm. Edgar Benton, Mary E. Hoxter, widow of Wm. H. Curtis Hoxter, dec'd, Mary E. Hoxter Grantee of C. Gilbert Hoxter, Mollie G. Busted mortgagee, J. Frank Harper Trustee and assignee of mortgage.

Of Queen Anne's County, Greeting:

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Cenreville, in said county, on the first Monday of May, next, to answer the complaint of Edward Hoxter et al, against you in said court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness the honorable, Wm. H. Adkins, Chief Judge of our said Court the first Monday of April, 1919.

Issued the 22nd. day of April, in the year 1919.

J.F. Rolph, Clerk.

On the back of the foregoing subpoena was thus endorsed, to wit:-

Summoned the within named defendants, Wm. Edgar Benton, Mary E. Hoxter, widow of Wm. H. Curtis Hoxter, Mary E. Hoxter, grantee of C. Gilbert Hoxter, Mollie G. Busted, Mortgagee, and J. Frank Harper Trustee, Assignee of mortgage, by reading the within writ to each of them.

May 3, 1919.

S. E. Spry.
Sheriff.

Filed May 5th. 1919.

Queen Anne's County, to wit:-
The State of Maryland.

To Rosa A. Hoxter, M. Luther Hoxter and Curtis Edgar Hoxter Benton, Infants.

Of Queen Anne's County, Greeting:

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of May next, to answer the complaint of J. Edwatf Hoxter et al against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable, Wm. H. Adkins, Chief Judge of our said Court, the 1st. Monday of April, 1919.

Issued the 22n . day of May, in the year 1919.

J.F.Rolph, Clerk.

And on the back of the foregoing subpoena was thus endorsed, to wit:-

Summoned the within named Infant Defendants, Rosa A.Hoxter, M.Luther Hoxter and Curtis Hoxter Benton, by reading the within writ to each of said infants in the presence of Mary E.Hoxter with whom they reside And by leaving with the said Mary E.Hoxter a copy of said writ this 25th. day of April in the year 1919.

Filed MAY 5th.1919.

S.E.Spry. Sheriff.

Petition for appointment of Guardian Ad Litem. Filed May 22nd.1919.

J.Edward Hoxter, A.Viola Hoxter, his wife, Grace L.Meekins, Norman L.Meekins, her husband, Mary E.Chance James L.Chance, her husband. T.Leonard Hoxter, Ellen E.Hoxter, his wife, and H.Hill Hoxter and Elizabeth A.Hoxter, his wife, Plaintiffs.

VS.

Rosa A,Hoxter, Infant, M.LutherHoxter Infant, Curtis Edgar Hoxter, Benton, Infant, William Edgar Benton, Mary E.Hoxter, grantee of C.Gilbert Hoxter, Mary E.Hoxter, widow of Wm.H.Vurtis Hoxter, Mollie G.Busteed, mortgagee and J.Frank Harper, Trustee assignee of mortgage. Defendants.

(
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(
) In the Circuit
(
) Court for Queen
(
) Anne's County,
(
) in Equity.
(
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(
)

The Petition of J.Edward Hoxter, A.Viola Hoxter, Grace L. Meekins, Norman L.Meekins, Mary E.Chance, James L. Chance, T. Leonard Hoxter, Ellen E.Hoxter, H.Hill Hoxter and Elizabeth A. Hoxter, Plaintiffs in the above entitled cause, to Your Honors respectfully states:-

- 1. That the infant defendants in the above cause, Rosa A.Hoxter, M.Luther Hoxter and Curtis Edgar Hoxter Benton, Have all been duly returned summoned by the Sheriff of Queen Anne's County as will appear by the endorsement and return of said sheriff upon the original writs directed against said infant defendants and now on file in this cause.
2. That the said infant defendants have no legal guardian within the jurisdiction of this Court to appear for them and to answer and defend for them in this cause.

Your petitioners, therefore pray that a guardian ad litem may be appointed for said infant defendants, Rosa A.Hoxter, M. Luther Hoxter and Curtis Edgar Hoxter Benton, to

appear in the above cause for said infant defendants and to answer and defend this suit for and on behalf of said infant defendants.

And as in duty bound etc...

Thos. J. Keating.
Attorney for Plaintiffs.

The foregoing petition having been read and considered and the Sheriff's Return upon the writ of summons against the infant defendants, Rosa A. Hoxter, M. Luther Hoxter and Curtis Edgar Hoxter Benton, having been examined, it is thereupon ORDERED this 22nd day of May, in the year nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County in Equity and by the authority of said court that George A. Whiteley of Queen Anne's County be and he is hereby appointed Guardian Ad Litem for the infant defendants in the above cause, Rosa A. Hoxter, M. Luther Hoxter and Curtis Edgar Hoxter Benton, to appear for said infants in the above cause and to file and answer for them in said cause and to defend for them in said cause.

Philemon B. Hopper.

Filed May 26th. 1919.

Filed May 29th. 1919.
Authority.

J. Edward Hoxter and others.
Plaintiffs.

VS.

Rosa A. Hoxter, Infant
and others,
Defendants.

(In the Circuit Court
)
(for Queen Anne's County
)
(in Equity.
)
(
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(

To J. Frank Harper,
Attorney at law, Centreville, Md..

You are hereby authorized to enter your appearance in the above cause for the defendants, Mary E. Hoxter, Widow of Wm. H. Curtis Hoxter, Mary E. Hoxter, grantee of C. Gilbert Hoxter, and William Edgar Benton and to file in said cause such answer and other necessary papers as may be necessary to be filed therein to protect our interest in the proceeds of the sale.

Mary E. Hoxter.
Mary E. Hoxter
William E. Benton.

Answer of Mary E. Hoxter,
filed May 29th. 1919.

J. Edward Hoxter and others,
Plaintiffs.

VS.

Rosa A. Hoxter, Infant and others.
Defendants.

(In the Circuit Court
)
(for
)
(Queen Anne's County,
)
(in Equity.
)

To the Honorable, the Judges of said court:-

The answer of Mary E.Hoxter, as a defendant in the above cause in the capacity as grantee of C.Gilbert Hoxter, to the Bill Of Complaint of J.Edward Hoxter and others filed against her and others in the above cause.

1. This defendant admits the matters and facts set forth in the said Bill Of Complaint to be true and consents, as grantee of C.Gilbert Hoxter, to the passage of the decree as prayed in said Bill Of Complaint.

And as in duty bound etc.,

Mary E.Hoxter.
Grantee of C.Gilbert Hoxter.

Answer of Mary E.Hoxter,as widow.
filed May 29th,1919.

J.Edward Hoxter and others,
Plaintiffs.

VS.

Rosa A.Hoxter, Infant,
and others,
Defendants.

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In the Circuit Court
for Queen Anne's County,
in Equity.

To the Honorable, the Judges of said Court:-

The answer of Mary E.Hoxter, as a defendant in the Above cause in her capacity as widow of Wm.H.Curtis Hoxter, deceased, to the Bill Of Complaint of J.Edward Hoxter and others filed against her And others in the above entitled cause.

1. This defendant admits the several matters and facts set forth in the said Bill Of Complaint to be true, but this defendant does not consent and is not willing that the land mentioned in the said Bill Of Complaint or any part thereof be sold free of her dower interest therein as widow of William H.Curtis Hoxter, deceased.

2. This defendant further sets forth that in the decree to be passed in this cause for the sale of the real estate mentioned in the said bill of complaint, the said land should be decreed to be sold subject to her said dower interest in said land as the widow of the said W.,H.Curtis Hoxter, deceased.

And as in duty bound, etc..

Mary E.Hoxter,
Widow of Wm.H.Curtis Hoxter, deceased.

Answer of William Edgar Benton.
Filed May 29th.1919.

J.Edward Hoxter and others.
Plaintiffs.

VS.

Rosa A.Hoxter, Infant and
others, Defendants.

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In the Circuit Court for
Queen Anne's County,
in Equity.

To the honorable, the Judges of said Court:-

The Answer of William Edgar Benton, a defendant in the above cause, to the

Bill of Complaint of J. Edward Hoxter and others filed against him and others in the above entitled cause.

1. This defendant admits the matters and facts set forth in the said Bill Of Complaint to be true and consents to the passage of the decree as prayed in said Bill Of Complaint

And as in duty bound etc..

William E. Benton.

Answer of Mollie G. Busteed.
Filed May 29th. 1919.

In the Circuit Court for Queen Anne's County, in Equity.

J. Edward Hoxter, A. Viola Hoxter, his wife,
Grace L. Meekins, Norman L. Meekins, her husband,
Mary E. Chance, James L. Chance, her husband,
T. Leonard Hoxter, Ellen E. Hoxter, his wife,
H. Hill Hoxter and Elizabeth A. Hoxter, his wife,
PLAINTIFFS.

VS.

Rosa A. Hoxter, Infant, M. Luther Hoxter, infant,
Curtis Edgar Hoxter Benton, infant, William Edgar
Benton, Mary E. Hoxter, grantee of C. Gilbert
Hoxter, Mary E. Hoxter, widow of W. H. Curtis
Hoxter, Mollie G. Busteed, mortgagee, and J.
Frank Harper, Trustee, assignee of Mortgage.
DEFENDANTS.

To the Honorable, the Judges, of said Court:-

The Answer of Mollie G. Busteed, mortgagee, to the bill of Complaint of J. Edward Hoxter, A. Viola Hoxter, his wife, Grace L. Meekins, Norman L. Meekins, her husband, Mary C. Chance, James L. Chance, her husband, T. Leonard Hoxter, Ellen E. Hoxter, his wife, H. Hill Hoxter and Elizabeth A. Hoxter, his wife, against her and others in this Court exhibited.

This defendant, answering, says:-

1. That this defendant admits the matters and facts set forth in the third paragraph of the said Bill Of Complaint to be true, and especially that the said mortgage mentioned therein, which she now holds as mortgagee and of which "Exhibit No. 1" filed with said Bill, is a certified copy, is an existing lien and charge upon the undivided interests of the owners of the said tract of land or farm known as "Effingham" or "The Gibson Farm", mentioned in said third paragraph and that the amount now due and owing to this defendant on said mortgage is, as stated in said bill of Complaint, the sum of nine thousand dollars (\$9,000.00) with interest on said sum from the first day of April, nineteen hundred and nineteen.

2. And that this defendant is willing and hereby consents that the said tract of land or farm known as "Effingham" or "The Gibson Farm" may be sold under the decree of this Court in this cause free and clear of the aforesaid mortgage, upon the express condition that her said lien under said mortgage shall be transferred to the proceeds of the sale of the said land as though the same had arisen or been created by a sale of said land under said mortgage, and that her rights as a mortgage lienor aforesaid shall be protected in the distribution of the said proceeds of the sale of the aforesaid tract of land or farm known as "Effingham" or "The Gibson Farm".

And as in duty bound, etc.

Mollie G. Busteed.

J. Frank Harper,
Attorney for Mollie G. Busteed,
Defendant.

Answer of J. Frank Harper, Trustee
Filed May 29th. 1919.

In the Circuit Court for Queen Anne's County, in Equity.

J. Edward Hoxter, A. Viola Hoxter, his wife,
Grace L. Meekins, Norman L. Meekins, her husband,
Mary E. Chance, James L. Chance, her husband,
T. Leonard Hoxter, Ellen E. Hoxter, his wife,
H. Hill Hoxter and Elizabeth Hoxter, his wife,
Plaintiffs.

vs.

Rosa A. Hoxter, infant, M. Luther Hoxter, infant,
Curtis Edgar Hoxter Benton, infant, William Edgaf
Benton, Mary E. Hoxter, grantee of CC. Gilbert Hoxter,
Mary E. Hoxter, widow of W. H. Curtis Hoxter,
Mollie G. Busteed, mortgagee and J. Frank Harper,
Trustee, Assignee of mortgage,
Defendants.

To the Honorable, the Judges of said Court:-

The Answer of J. Frank Harper, Trustee in the case of "Katie Hurlock vs. Wilbur W. Hurlock et al", Chancery Cause No. 2014, assignee of mortgage, to the Bill of Complaint of J. Edward Hoxter, A. Viola Hoxter, his wife, Grace L. Meekins, Norman L. Meekins, her husband, Mary C. Chance, James L. Chance, her husband, T. Leonard Hoxter, Ellen E. Hoxter, his wife, H. Hill Hoxter and Elizabeth A. Hoxter, his wife, against him and others in this Court exhibited.

This Defendant answering, says:-

1. That this defendant admits the matters and facts set forth in the fourth paragraph of the said Bill of Complaint to be true, and especially that the said mortgage mentioned therein, which this defendant now holds as assignee and of which "Exhibit No. 2" filed with said Bill, is a certified copy as an existing lien and charge upon the undivided interests of the owners of that part of the said land mentioned and described in said fourth paragraph of said Bill, and that the amount now due and owing to this defendant on said mortgage is, as stated in said Bill of Complaint, the sum of one thousand dollars (\$1,000.00) with interest on said sum from the tenth day of February, nineteen hundred and nineteen.
2. And that this defendant is willing and hereby consents that the said part of said land mentioned and described in the fourth paragraph of said bill may be sold under the decree of this Court, in this cause free and clear of the aforesaid mortgage, upon the express condition that the said lien of this defendant under said mortgage shall be transferred to the proceeds of the sale of the said land as though the same had arisen or been created by a sale of said land under said mortgage, and that the rights of this defendant as a mortgage lienor aforesaid shall be protected in the distribution of the said proceeds of the sale of the aforesaid land,

And as in duty bound etc.

J.Frank Harper.
Trustee in the case of Katie Hurlock
vs. Wilbur W.Hurlock et al", Chancery
Cause No.2214.

J.Frank Harper.
Attorney for J.Frank Harper,
Trustee.
Defendant.

Answer of Guardian Ad Litem.
Filed July 1st.1919.

J.Edward Hoxter, A.Viola Hoxter,
his wife, Grace L.Meekins,Norman
L.Meekins,her husband, Mary E.
Chance, James L.Chance, her husband,
T.Leonard Hoxter, Ellen E.Hoxter,
his wife, and H.Hill Hoxter and
Elizabeth A.Hoxter, his wife,
Plaintiffs.

VS.

Rosa A.Hoxter,infant, M.Luther
Hoxter, Infant, Curtis Edgar Hoxter
Benton,infant, William Edgar Benton,
Mary E.Hoxter, Grantee of C.Gilbert
Hoxter, Mary E.Hoxter, widow of Wm.
H. Curtis Hoxter, Mollie G Busteed,
Mortgagee, and J.Frank Harper, Trustee
Assignee of Mortgage.

Defendants.

In the Circuit Court
for Queen Anne's County,
in Equity.

The joint and several answer of Rosa A.Hoxter, M.Luther Hoxter and Curtis Edgar
Hoxter Benton, infant defendants, by George A.Whiteley,guardian ad litem, duly appointed
by order of this Court, to the bill of complaint of J.Edward Hoxter and others against
said infant defendants and others in this court exhibited.

These defendants, being infants, cannot admit any of the matters and things in
the said bill of complaint alleged, and submit their rights thereunder to the protection
of this Court.

And as in duty bound etc.

Geo. A. Whiteley.
Guardian Ad Litem.

J.Frank Harper.
Solicitor for George A.Whiteley,
Guardian ad litem.

Replication, Filed July 1st.1919.

J.Edward Hoxter, A Viola Hoxter, his wife,
Grace L.Meekins, Norman L.Meekins,har husband,
Mary E. Chance,James L.Chance,her husband,
T.Leonard Hoxter, Ellen E.Hoxter, his wife and
H.Hill Hoxter and Elizabeth A.Hoxter,his wife,
Plaintiffs.

VS.

Rosa A.Hoxter,Infant, M.Luther Hoxter,infant
Curtis Edgar Hoxter Benton,infant,William
Edgar Benton,Mary E.Hoxter,Grantee of C.Gil-
bert Hoxter,Mary E.Hoxter,widow of Wm. H.Hox-
ter,Mollie G.Busteed,Mortgagee,and J.Frank
Harper,Trustee,assigns of mortgage.

Defendants.

In the Circuit Court
for Queen Anne's County.
In Equity.

J. Edward Hoxter, A. Viola Hoxter, his wife,
 Grace L. Meekins, Norman L. Meekins, her hus-
 band, Mary E. Chance, James L. Chance, her hus-
 band, T. Leonard Hoxter, Ellen E. Hoxter, his
 wife, H. Hill Hoxter and Elizabeth A. Hoxter,
 his wife.

Plaintiffs.

VS.

Rosa A. Hoxter, Infant, M. Luther Hoxter, Infant
 Curtis Edgar Hoxter Benton, Infant, William Ed-
 gar Benton, Mary E. Hoxter, Grantee of C. Gilbert
 Hoxter, Mary E. Hoxter, widow of W. H. Curtis
 Hoxter, Mollie G. Busteed, mortgagee and J.
 Frank Harper, trustee, assignee of mortgage.

Defendants.

In the Circuit Court
 for Queen Anne's County
 in Equity.

Chancery No. 2289.

To the Honorable, the Judges of said Court:

Pursuant to an order passed by this honorable court in the above entitled cause granting leave to take testimony in said cause; your examiner having been notified by the plaintiff of their desire to take testimony and after having given notice of the time and place of the taking of such testimony, did attend at the home of Mrs. Mary E. Hoxter, on Kent Island, Queen Anne's County, Maryland, on the first day of July, in the year nineteen hundred and nineteen, at the hour of five o'clock P.M. and in the presence of Thomas J. Keating, attorney for Plaintiff, and J. Frank Harper, attorney for Defendant proceeded to take the following testimony, to wit:-

James R. Legg, the first witness of lawful age produced on the part of the plaintiff, being duly sworn and examined, deposes and says:-

1st. Int. State your name, age, residence and occupation?

Ans. James R. Legg, I am 69 yrs. old. I reside on Kent Island, Md. and my occupation is a farmer.

2nd. Int. Are you or not acquainted with the parties to this suit? If yes, please state the name, age and residence of each of the parties?

Ans. I know all the parties to this cause. All of the Plaintiffs are above 21 yrs. of age and all reside in Queen Anne's County, Md., except Grace L. Meekins and her husband, both of these reside in Baltimore County, Md. Three of the defendants namely, Rosa A. Hoxter, M. Luther Hoxter and Curtis Edgar Hoxter Benton are infants and the remaining defendants, namely, Wm. Edgar Benton, Mary E. Hoxter, Mollie G. Busteed and J. Frank Harper are adults above 21 yrs. of age. All of the defendants reside in Queen Anne's County, Md..

3rd. Int. Were you or not acquainted with Wm. H. Curtis Hoxter? If you were, please state whether the said Wm. H. Curtis Hoxter is living or dead and if dead when and where he died?

Ans. I knew him. He is not dead. He died in the Hospital in Baltimore, Md, about the month of April 1915, At the time of his death he was a resident of Queen Anne's County, Md.

4th. Int. State whether or not Wm. H. Curtis Hoxter, deceased, died leaving a last will and testament?

Ans. He left no will.

5th. Int. Of what real estate did Wm. H. Curtis Hoxter, deceased, die seized and possessed?

Ans. At the time of his death he owned two farms on Kent Island, Md. One of these farms I have always known as the Gibson farm, containing about four hundred acres of land. This farm he purchased from Mollie G. Busteed. The other of these farms is on Shipping Creek or Eastern Bay and is made up of the Walker farm which Mr. Hoxter purchased from Lillie A. Tolson I have always known this tract as Filbert's Point farm, which contains about 175 acres.

6th. Int. State about the value of each tract?

Ans. I think about fifty dollars an acre would be about a fair value but it might bring more at these times, I am now speaking about the Gibson farm. I think about forty dollars for the Walker or Filbert Point farm, is a fair value per acre.

7th. Int. State whether or not Wm. H. Curtis Hoxter left surviving him a widow and who were his only heirs at law at the time of his death?

Ans. He left surviving him as his widow, one of the defendants, Mrs. Harry E. Hoxter. His only heirs at law at the time of his death were his nine children, namely; J. Edward Hoxter Grace L. Meekins formerly Grace L. Hoxter, Mary E. Chance, formerly Mary E. Hoxter; T. Leonard Hoxter, H. Hill Hoxter, who are Plaintiffs in this cause; Rosa A. Hoxter and M. Luther Hoxter, infant defendants in this cause and a son C. Gilbert Hoxter, and also a daughter Susan Emma Hoxter, who after her father's death, married the defendant Wm. Edgar Benton and which daughter died intestate after the death of her father and left surviving her, her husband, Wm. Edgar Benton, and an infant son Curtis Edgar Hoxter Benton, one of the defendants.

8th. Int. Please state whether or not, so far as you know, there were any mortgage liens on the real estate you have described?

Ans. I had heard that Mr. Busteed held a mortgage on the Gibson farm.

9th. Int. By whom is the real estate of which Wm. H. Curtis Hoxter died seized and possessed as described by you above, now owned and what are their respective interests therein?

Ans. Subject to the dower of the widow Mary E. Hoxter, the above named children J. Edward Hoxter, Grace L. Meekins, Mary E. Chance, T. Leonard Hoxter, H. Hill Hoxter, Rosa A. Hoxter and M. Luther Hoxter each owns an undivided one ninth interest in this real estate and which a

they inherited from their father; and one ninth interest therein of Susan Emma Benton, the deceased daughter, is owned by her infant son, Curtis Edgar Hoxter Benton, subject to the interest and estate of Wm. Edgar Benton, his father; the undivided one ninth interest of C. Gilbert Hoxter a son of Wm. H. Curtis Hoxter is owned by Mary E. Hoxter the defendant, who purchased this interest from C. Gilbert Hoxter, some time after the death of his father. 10th. Int. In your opinion, state whether or not the two farms as you have described them, are susceptible of partition without material loss and injury to the parties entitled the interests therein as stated in your previous answer, and give your reasons for your opinion?

Ans. I do not think these farms could be divided without entailing considerable loss and injury to the parties interested, and do not see how it could well be divided without being sold. To divide them it would be necessary to make so many subdivisions that a great majority would be left without any buildings, and some of the parts would have no outlet and some would have all woodland.

Examiner's special.

I do not.

James R. Legg.

To Roland Carville, the next witness of lawful age produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:-

1st. Int. State your name, age, residence and occupation?

Ans. My name is Roland Carville, I am 43 years of age, I reside on Kent Island and my occupation is farming.

2nd. Are you or not acquainted with the parties to this suit? If yes, please state the name, age and residence of each of the parties.

Ans. I know them all. All of the parties reside in Queen Anne's County, Md. except Grace L. Meekins and her husband, Norman L. Meekins, these two reside in Baltimore County, Md. Three of the defendants Rosa A. Hoxter, M. Luther Hoxter and Curtis Edgar Hoxter Benton are under 21 yrs. of age, all of the other parties to the suit are over 21 yrs. of age.

3rd. Int. Were you or not acquainted with Wm. H. Curtis Hoxter? If you were please state whether the said Wm. H. Curtis Hoxter is living or dead and if dead, when and where he died?

Ans. I knew him well, he is dead. He died in Baltimore in April 1915.

4th. Int. State whether or not Wm. H. Curtis Hoxter, deceased, died leaving a last will and testament?

Ans. He died intestate.

5th. Int. Of what real estate did Wm. H. Curtis Hoxter, deceased, die seized and possessed?

Ans. At the time of his death he owned two farms on Kent Island, one is called the Gibson farm and contains about four hundred acres, and the other is called the Shipping Creek farm or Filbert's Point, and contains about 175 acres.

6th. Int. State about the value of each tract?

Ans. The Gibson farm is worth about fifty dollars an acre and the Filbert Point Farm is worth about forty dollars an acre.

7th. Int. State whether or not Wm. H. Curtis Hoxter left surviving him a widow and who were his only heirs at law at the time of his death?

Ans. Yes. He left a widow, Mary E. Hoxter, who is named as one of the defendants. The only heirs at law he left at the time of his death were his nine children, namely,

J. Edward Hoxter, Grace L. Meekins who married Norman L. Meekins, Mary E. Chance, who married James F. Chance, T. Leonard Hoxter whose wife is Ellen E. Hoxter, H. Hill Hoxter whose wife is Elizabeth A. Hoxter, who are plaintiff in this cause; Rosa A. Hoxter and M. Luther Hoxter, infant defendants in this cause; a son C. Gilbert Hoxter; and a daughter Susan Emma Hoxter, who after her father's death intermarried with the defendant, Wm. Edgar Benton and which daughter died intestate leaving as her only heir at law an infant son, Curtis Edgar Hoxter Benton one of the defendants and her husband Wm. Edgar Benton, also survived her.

8th. Int. Please state whether or not, as far as you know, there were any mortgage liens on the real estate you have described?

Ans. I understand that Mr. or Mrs. Chas. A. Busted has a mortgage on the Gibson farm, I think it is for nine thousand dollars. I also have understood that there is a mortgage of one thousand dollars on the Walker or Shipping Creek farm.

9th. Int. By whom is the real estate of which Wm. H. Curtis Hoxter died seized and possessed, as described by you above now owned and what are their respective interests therein?

Ans. Mary E. Hoxter, the widow, owns a dower in these farms. Subject to this dower, J. Edward Hoxter, Grace L. Meekins, Mary E. Chance, T. Leonard Hoxter, H. Hill Hoxter, Rosa A. Hoxter and M. Luther Hoxter, children whom I have mentioned above each owns an undivided one ninth interest in the real estate which I have described and which they inherited from their father. The one ninth interest of C. Gilbert Hoxter, one of the children was purchased by his mother, Mary E. Hoxter, after the death of his father and is now owned by her, the one ninth interest of Susan Emma Benton, the deceased daughter mentioned above is owned by the defendant Curtis Edgar Hoxter Benton, her infant son, subject to the interest and estate thereof of her surviving husband, Wm. Edgar Benton.

10th. Int. In your opinion, state whether or not the two farms as you have described them, are susceptible of partition without material loss, and injury to the parties entitled the interests therein as stated in your previous answer, and give your reasons for your opinion?

Ans. In my opinion these farms could not be divided among the parties interested in accordance with their interests as stated in my previous answers, without great loss and injury to the. My reason for saying this is, that to divide these farms among these many interests only two of the parts could have any buildings, some of the parts would have to lay well back from the road and would have no outlet except through some of the other parts, some of the parts would have to be largely woodland and marsh, and the situation of the land is such

that it would be impossible to divide it into so many parts to any advantage, and this would lessen the general value of the land to a large degree.

Examiner's special.

I know of nothing else.

T. Roland Varville.

At this point the plaintiff filed his exhibits numbers one, two and three with your examiner and asks that same be taken as a part of the plaintiffs testimony, said exhibits being respectively a certified copy of mortgage from Wm. H. Curtis Hoxter and wife to Mollie E. Musted; a certified copy of mortgage from Wm. H. Curtis Hoxter to Thomas J. and B. Palmer Keating, trustees and assigned to J. Frank Harper, trustee in the case of Katie Hurlock vs. Wilbur Hurlock et al. and a certified copy of deed from C. Hilbert Hoxter to Mary E. Hoxter.

There being no further witnesses to be examined, and neither party desiring further time for the production of evidence your Examiner herewith respectfully makes his return together with the exhibits numbers one, two and three as above set forth, and certified that he was engaged as such examiner for one day and examined two witnesses, making costs chargeable to Plaintiffs as follows:-

Charles E. Tucker, examiner, taking testimony and charges	\$10.
James R. Legg, witness	.75
T. Roland Carville, witness.	.75
	<hr/> \$11.50

Respectfully

Charles E. Tucker,
Examiner.

Consent in writing of Mary E. Hoxter for the sale of the farm known as The Gibson Farm or Effingham free of her dower therein as widow of William H. Curtis Hoxter, deceased. Filed July 10th, 1919.

J. Edward Hoxter and others,
Plaintiffs.
vs
Rosa A. Hoxter and others,
Defendants.

In the Circuit Court for Queen
Anne's County, in Equity.

I, Mary E. Hoxter, of Queen Anne's County, in the State of Maryland, widow of W. H. Curtis Hoxter, deceased, one of the defendants in the above entitled case, do hereby agree and consent that the Gibson farm or Effingham farm described in paragraph 1 of the Bill of Complaint in the above case, shall be decreed to be sold and shall be sold free clear and discharged of all my dower and right and title of dower as widow of the said W. H. Curtis Hoxter, deceased, in and to the said The Gibson Farm or Effingham, and that the entire estate therein shall be sold under said decree, and I agree to accept, in lieu and payment of my said dower and right and title of dower in said farm, such portion of the net proceeds of the sale of said farm as the Court may deem just and equitable.

I, the said Mary E. Hoxter, widow as aforesaid, do not consent and am not willing that the remainder of the land mentioned and described in the said Bill of Complaint, or an part of said remainder of said land, shall be sold free of my dower or right and title of dower therein as widow of said W. H. Curtis Hoxter, deceased.

Witness my hand this ninth day of July, in the year nineteen hundred and nineteen.

Witness: J. Frank Harper.

Mary E. Hoxter.

Agreement to submit for final decree. Filed July 10th, 1919.

J. Edward Hoxter and others,
Plaintiffs.
vs.
Rosa A. Hoxter and others,
Defendants.

In the Circuit Court
for Queen Anne's County,
In Equity.

The proceedings in the above cause being now at issue, it is hereby agreed that all the papers and proceedings in the cause shall forthwith be submitted to the Court for final decree without argument.

Thos. J. Keating, Attorney for Plaintiffs.

J. Frank Harper, Attorney for Defendants.

Decree of Sale, filed July 11th. 1919.

In the Circuit Court for Queen Anne's County, in Equity.

J. Edward Hoxter, A. Viola Hoxter, his wife, Grace L. Meekins and Norman L. Meekins, her husband, Mary E. Chance and James L. Chance, her husband, T. Leonard Hoxter and Ellen E. Hoxter, his wife, and J. Hill Hoxter and Elizabeth A. Hoxter, his wife,
Plaintiffs.

VS.

Rosa A. Hoxter, Infant, M. Luther Hoxter, Infant, Curtis Edgar Hoxter Benton, infant, Mary E. Hoxter, grantee of C. Gilbert Hoxter, Mary E. Hoxter, widow of W. H. Curtis Hoxter, deceased, Mollie G. Busted, mortgagee, and J. Frank Harper Trustee, assignee of Mortgage.
Defendants.

The above cause standing ready for hearing, and being submitted without argument the Bill of Complaint, exhibits, answers, testimony and all other proceedings were read and considered.

It is thereupon, this eleventh day of July, in the year nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, ~~ad~~judged, ordered and decreed, that the real estate mentioned in the proceedings in this cause be sold for the purpose of partition of the money arising from such sale among the parties, according to their respective rights; said property to be sold subject to the dower interest therein of Mary E. Hoxter, widow of W. H. Curtis Hoxter, deceased, except the Gibson farm or Effingham, which is decreed to be sold free, clear and discharged of the dower interest therein of the said Mary E. Hoxter, widow as aforesaid, the said Mary E. Hoxter having heretofore filed in this cause her written assent that said Gibson farm or Effingham be sold free clear and discharged of her said dower interest therein.

That Thomas J. Keating, of Queen Anne's County in the State of Maryland, be and he is hereby appointed Trustee to make said sale and the course and manner of his proceedings shall be as follows:- he shall first file with the Clerk of the circuit Court for Queen Anne's a bond to the State of Maryland, executed by himself, with a surety or sureties to be approved by this Court or the said Clerk, in the penalty of thirty 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 order or decree in the premises; he shall then proceed to make the said sale, having given at least three weeks previous notice by advertisement inserted in some newspaper printed and published in Queen Anne's County, Maryland and such other notice as he may think proper of the time, place, manner and terms of sale, which terms shall be as follows: One third of the purchase money to be paid on the day of sale, in cash, and the balance of the purchase money to be paid in two equal instalment in one and two years from the day of sale, with interest on each instalment from the day of sale, the credit payments to be secured by the notes or bonds of the purchaser or purchasers with security to be approved by the trustee or the whole of the purchase money in cash on day of sale at the option of the purchaser. a cash deposit required of one thousand dollars on account of purchase money for each farm at time of sale.

And as soon as may be convenient after any such sale or sales the trustee shall return to this Court a full and particular account of the same, with an affidavit thereto of the truth thereof and of the fairness of said sale or sales, and on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money (and not before) the said trustee by a good and sufficient deed, to be executed and acknowledged by him agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties to this cause and of any and every person or persons claiming by, from or under them or any of them, except the dower interest of Mary E. Hoxter, widow of W. H. Curtis Hoxter, deceased, in said real estate other than the Gibson farm or Effingham; and the trustee shall bring into this Court the money arising from said sale or sales; and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit and such commissions to the trustee as this court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Philemon .B. Hopper.

Bond Filed Aug. 4th., 1919.

Know all men by these presents, That I, Thomas J. Keating of Queen Anne's County, State of Maryland, and the Fidelity and Deposit Company of Maryland, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of thirty thousand dollars, to be paid to the said State, 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, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this eighteenth day of July, in the year nineteen hundred and nineteen.

WHEREAS, the above bounden Thomas J. Keating, under and by virtue of a decree of The Circuit Court for Queen Anne's County, in EQUITY, DATED THE 11th day of July, 1919, and passed in a cause in said Court wherein Edward A. Hoxter and others are plaintiffs and Rosa A. Hoxter and others are defendants, Chancery #2289, has been appointed Trustee to sell the property mentioned and described in said proceedings and therein decreed to be sold.

Now the condition of the above obligation is such, that if the above bounded Thomas J. Keating 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 shall be void; otherwise to be and remain in full force and virtue in law.

Thos. J. Keating. (SEAL)

Fidelity and Deposit Co. of Maryland.
Per Fred S. Axtell.
Vice-President.

Attest: Wm. W. Bishop.
Asst. Secretary.

Trustee's Report of Sale.
Filed Aug. 8th. 1919.

J. Edward Hoxter, and others.
Plaintiffs.
vs.
Rosa A. Hoxter, and others,
Defendants.

In the Circuit Court
for Queen Anne's County,
in Equity.
Chancery # 2289.

To the Honorable, the Judges of said Court:-

The report of Thomas J. Keating trustee, appointed by the decree in the above cause to make sale of the real estate therein mentioned and described, shows:

That after giving bond with security for the faithful discharge of his trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Observer and in the Centreville Record, two newspapers printed and published in Queen Anne's County, Maryland, for more than three successive weeks before the day of sale, he did pursuant to said notice attend in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, August 5th. 1919, between the hours of one and two o'clock P.M. and did then and there proceed to sell said real estate as follows, to wit:-

In the first place, your Trustee read the advertisement of sale and announced that Tract No. 1 consisting of the tract of land of farm known as the Gibson Farm or Eggingham fronting on Chesapeake Bay and lying on both sides of the public road from Stevensville to Kent Point of Kent Island, in the fourth election district of Queen Anne's County, Maryland, containing three hundred and eighty seven acres one rood and thirty four perches of land, more or less, being all the land conveyed to William H. Curtis Hoxter by Mollie G. Busted and Charles A. Busted, her husband, except about fifteen acres thereof on the east side of said road adjoining the property of T. Toland Carville and immediately in front of what is known as the Walker Farm, and now included in Tract #2, hereinafter described, and after stating that said tract as above described would be offered at so much per acre, for said three hundred and eighty seven acres, one rood and thirty four perches of land, more or less, sold said tract of land or farm to C. Wilbur Moore, who was then and there the highest bidder therefore at and for the sum of fifty one dollars (\$51.00) per acre aggregating the amount of nineteen thousand seven hundred and sixty dollars and sixty three cents (\$19,760.63).

In the next place, your Trustee announced that he would offer all that tract of land or farm known as Filbert's Point, or Shipping Creek Farm" as now composed of The

Shipping Creek farm, as now composed of the Walker Farm part of The Bullen Farm and that part of the Gibson farm immediately in front of the Walker Farm, situate on the east side of the public road leading from Stevensville to Kent Point and fronting on Shipping Creek or Eastern Bay on Kent Island in the fourth election district of Queen Anne's County, Maryland, containing one hundred and seventy two acres of land, more or less, at so much per acre for the said one hundred and seventy two acres of land, more or less, and sold the same to Mary E. Hoxter who was then and there the highest bidder therefore at and for the sum of thirty five dollars (\$35.00) per acre, aggregating the amount of six thousand and twenty dollars (\$6,020.00) and making the total amount of the sales of both of said tracts the sum of twenty five thousand seven hundred and eighty dollars and sixty three cents (\$25,780.63)

Your Trustee, before the sale, announced that Tract #1 would be sold free clear and discharged of the dower interest therein of Mary E. Hoxter, widow of William H. Curtis Hoxter, deceased, and that Tract #2 would be sold subject to the dower interest of said Mary E. Hoxter and that crops for the present year were reserved and that the taxes would be paid to January 1st, 1920. The purchaser of one of the tracts, C. Wilbur Moore has made a cash deposit with your trustee of the sum of five hundred dollars (\$500.00) and stated to your Trustee that he would settle for Tract #1 upon the final ratification of sale.

Respectfully submitted.

Thos. J. Keating.

Filed Aug. 8th. 1919.

Trustee

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this eighth day of August, in the year nineteen hundred and nineteen, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared the above named Thomas J. Keating, Trustee and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sales therein reported were fairly made.

J. F. Rolph, Clerk.

Certificate of publication of advertisement of sale, filed Aug. 8th. 1919.

TRUSTEE'S SALE OF TWO VALUABLE FARMS. On Kent Island, Queen Anne's County, Md.

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed the eleventh day of July, in the year nineteen hundred and nineteen, in a cause in said Court wherein J. Edward Hoxter et al, are plaintiffs and Rosa A. Hoxter, et al, are defendants, the undersigned, the trustee named in said decree to make sale of the real estate therein decreed to be sold, will offer at public sale to the highest bidder, in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, August 5th. 1919 between the hours of 1 and 2 o'clock P.M. the real estate of which William H. Curtis Hoxter died seized and possessed as follows:

Tract No. 1.

The tract of land or farm known as The Gibson farm or Effingham fronting on Chesapeake Bay and lying on both sides of the public road from Stevensville to Kent Point on Kent Island, in the fourth election district of Queen Anne's County, Maryland, containing 387 acres, 1 rood and 34 perches of land, more or less, being all the land conveyed to William H. Curtis Hoxter by Mollie G. Busteed, except about fifteen acres thereof on the east of said public road now included with Tract No. 2 hereinafter described. The

improvements on this farm consist of a two story frame dwelling, barn, stable, implement shed with loft above, and all necessary outbuildings, all in good state of repair. There is an apple and pear orchard of about five acres. The arable land consists of about 300 acres. The woodland consists of 55 acres, on the east side of said road and the pasture land consists of 27 acres of high marsh.

Tract No.2.

All that tract of land or farm known as Filbert's Point Farm of Shipping Creek farm, as now composed of the Walker Farm, part of the Billen Farm, and that part of the Gibson farm, immediately in front of the Walker Farm, situate on the east side of the public road leading from Stevensville to Kent Point and fronting on Shipping Creek or Eastern Bay, on Kent Island, in the Fourth election district of Queen Anne's County, Maryland, containing 172 acres of land, more or less. The improvements consist of a two story frame dwelling store building, barn and stable, carriage house and other outbuildings. There is an apple orchard of about two acres on the farm, The farm contains 135 acres of arable land; 30 acres of woodland and marsh and an island of three acres. Both of the above farms are in high state of cultivation; are easily tilled and produce good crops. The Gibson farm adjoins the lands of T. Roland Carville and others, and the Filbert's Point Farm adjoins the lands of Peter Cockey and others, and both farms are located conveniently to churches and schools. Rural mail routes pass both farms. Crops for the present year of 1919 will be reserved.

Tract No.1 will be sold free, clear and discharges of the dower interests therein of Mary E. Hoxter,;

Terms of sale as prescribed by decree:

One-third of the purchase money payable in cash on day of sale and the balance payable in two equal instalments in one and two years from day of sale, with interest from the day of sale, with security to be approved by the trustee, or all cash at the option of the purchaser. A cash deposit will be required on each farm of \$1,000 at the time of the sale.

George A. Whiteley, Auctioneer.

Thos. J. Keating, Trustee.

THE CENTREVILLE OBSERVER.

Centreville, Md. August 8. 1919.

The Centreville Observer Publishing Co, hereby certifies that the trustee's sale of real estate in the case of Thomas J. Keating, trustee, J. Edw. Hoxter et al, plaintiffs and Rosa A. Hoxter, et al, defendants, a true copy of which is hereto annexed, was inserted in the Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 5th. day of August, in the year 1919.

The Centreville Observer Publishing Co.
By S. Chas. Walls, Sect.

Order Nisi filed Aug. 8th., 1919.

J. Edward Hoxter and others,
Plaintiffs.

vs.

Rosa A. Hoxter and others
Defendants.

In the Circuit Court
for Queen Anne's County,
in Equity.
Chancery # 2289.

It is ordered this eighth day of August, in the year nineteen hundred and nineteen, by the Circuit Court of Queen Anne's County, in Equity, and by the author

ity of said Court that the sales, made and reported by Thomas J. Keating, trustee for the sale of the real estate of which William H. Curtis Hoxter, died seized and possessed, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the tenth day of October, 1919; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the tenth day of September next.

The report of Sales states the amount of sales to be twenty five thousand seven hundred and eighty dollars and sixty three cents (\$25,780.63).

J. F. Rolph.

Filed Aug. 8th. 1919.

Clerk.

Certificate of Publication of Order Nisi Filed Dec. 29th. 1919.

ORDER NISI.

J. Edward Hoxter and others, plaintiffs
vs.
Rosa H. Hoxter and others, defendants.

In the Circuit Court for
Queen Anne's County, in Equity.
Chancery No. 2289.

It is ordered this eighth day of August, in the year nineteen hundred and nineteen by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court that the sales made and reported by Thomas J. Keating, trustee for the sale of the real estate of which William H. Curtis Hoxter died, seized and possessed, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the tenth day of October, 1919; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the tenth day of September next. The report of sales states the amount to be twenty five thousand seven hundred and eighty dollars and sixty three cents (\$25,780.63)

J. F. Rolph, Clerk.

Filed Aug. 8, 1919.

True Copy Test:

J. F. Rolph, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md. Dec. 29, 1919.

The Centreville Observer Publishing Co, hereby certifies that the Order Nisi in the case of J. Edward Hoxter et al, Plaintiffs vs. Rosa H. Hoxter, et al, defendants a true copy of which is hereto annexed, was inserted in the Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 10th. day of September, in the year 1919.

The Centreville Observer Publishing Co.
By S. Chas. Walls, Sect.

Final Order Ratifying sale. Filed Dec. 29th. 1919.

J. Edward Hoxter, and others, Plaintiffs.

vs.

Rosa A. Hoxter, and others, Defendants.

In the Circuit Court

for Queen Anne's County,

in Equity, Chancery # 2289

Ordered this 29th. day of December, 1919, that the sales of the real estate of which William H. Curtis Hoxter, deceased, died seized and possessed, made by Thomas J.

Keating, Trustee and reported in the above cause, be and the same are hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by the preceeding order Nisi passed in this cause

The trustee is allowed the usual commissions and all expenses, not personal, upon producing the proper vouchers therefor before the Auditor.

Filed Dec. 29th.1919.

Philemon B.Hopper.

Audit filed March 26th.1920.

In the Circuit Court for Queen Anne's County, in Equity.

J.Edward Hoxter et al.

Chancery Docket,

versus

Cause No.

Rosa A.Hoxter et al.,

2289 .

To the Honorable, the Judges of said Court:-

The report of Madison brown, auditor, unto Your Honors respectfully sets forth: That it appears from the proceedings of this cause that Wm.H.Curtis Hoxter at the time of his death in 1915, owned two tracts, one called in this cause Tract No.1 and the other called Tract No.2 that the first mentioned tract was at the time of the sale of this cause subject to a mortgage in favor of Mollie G.Busteed, and the other subject to a mortgage in favor of J.F.Harper, trustee, that both tracts were sold clear of the mortgages mentioned, the mortgage debts to be paid out of the proceeds of sale; that tract No.1 was sold clear of dower right of widow of said owner, with the understanding that she was to receive the usual allowances to widows who agree to sale of land subject to their dower clear of their dower; that after the payment of the mortgages the proceed of the sales of both tracts of land go the same persons, the heirs of said Wm.H.Curtis Hoxter. That in the within account, on page 1, is a statement showing the expenses incident to this cause and the sales thereof, and a statement showing the apportionment of the costs between the sales, made in order to ascertain the net proceeds of sale of each tract of land so sold. That in the within account, page 2, the trustee of the cause is charged with the gross proceeds of the sale of tract No.1 and then thereout is allowed as follows, the amount of the total costs chargeable to tract No.1 under the apportionment of the costs, the mortgage resting at time of sale on Tract No.1 paid by him and the amount due to the widow of Wm.H.Curtis Hoxter in lieu of her dower in the land sold as tract No.1. The amount remaining after these allowances is the net sale and is the amount for distribution among the heirs of said deceased.

That in the within account, page 2, the said trustee is charged with the gross proceeds of the sale of tract No.2 and is then thereout allowed the amount of said costs chargeable to tract No.2 or proceeds thereof under said apportionment and the amount of the mortgage resting on tract No.2 at the time of the sale, and the amount then remaining after these allowances is the net sale and is the amount for distribution among the heirs of said deceased. That on page 3 of the within account the two amounts for distribution as above set forth are distributed among the heirs of said Wm.H.Curtis Hoxter, in accordance with the allegations of the bill of complaint, the assignee of one receiving the share of the heir assigning, and the heirs of another dying after said deceased receiving the share of one so dying.

Respectfully submitted.

Madison Brown,
Auditor.

March 25, 1920.

The Proceeds of the sales of the real estate of J. Edward Hoxter and other heirs of Wm. H. Curtis Hoxter, deceased, sold in the proceedings of this cause, in account with Thomas J. Keating, trustee appointed by the decree of this cause to make said sales.

		Cr.	
1919			
August			
5	By gross amount of the sale of		
	Tract No.1 per report of sales filed,		\$19,760.63
	Tract No.2 per report of sales filed,		<u>6,020.00</u>
	Total amount of sales		25,780.63

		Dr.	
" "	To Thomas J. Keating, trustee for his commissions		
" "	for making the sales charged, to wit:	\$1,076.23	
	To do, for the court costs of this cause, per		
	bill of costs of clerk as follows:		
	Costs of J.F. Rolph, Clerk	\$63.75	
	Appear. fee solicitor of plaintiffs	10.00	
	Appear. fee solicitor of defend'ts	10.00	
	G.A. Whitely, Guar. ad litem fee	4.00	
	Fees of S.E. Spry, Sheriff.	6.00	
	Fees of C.E. Tucker, examiner	10.00	
	Fees of witnesses before examiner.	<u>1.50</u>	105.25
	To do, for the charges of G.A. Whitely, Auc-		
	tioneer, for selling real estate sold,		40.00
	To do, for costs of advertising notice of sale		
	in Centreville record		67.50
	To do, for the costs of advertising sale and		
	the several orders nisi of cause in Centre		
	ville Observer,		74.25
	To do, for the costs of his bond filed in this		
	cause with corporate surety thereon,		90.00
	To balance, being net proceeds of sale, to wit:	\$24,327.40	
		<u>\$25,780.63</u>	<u>\$25,780.63</u>

Apportionment of Costs.

Amount of costs chargeable to proceeds of	
Sales of Tract No.1.	\$1,113.89
Sales of Tract No.2	<u>339.34</u>
	\$1,453.23

		Cr.	
	By gross amount of sale of Tract No.1		19,760.00
		Dr.	
	To Thomas J. Keating, trustee for the amount of the costs		
	above mentioned chargeable to amount of the sale		
	of tract No.1:	1,113.89	
	To do, for the amount of the mortgage debt due under		
	mortgage on tract No.1 to Mollie G. Busted		
	per her answer filed in this cause, paid by said		
	trustee,	9,405.00	
	To Mary E. Hoxter, in lieu of her dower right in		
	tract No.1 1/10 of the sale of tract No.1 less		
	both above costs and mortgage debt, to wit:-	924.17	
	To balance for distribution, to wit:	<u>8,317.57</u>	
		\$19,760.63	\$19,760.63

		Cr.	
	By gross amount of sale of tract No.2		6,020.00

		Dr.	
	To Thomas J. Keating, trustee for the amount of the		
	costs above mentioned chargeable to amount		
	of the sale of tract No.2.	\$339.34	

To do for the amount of the mortgage debt due under mortgage on Tract No.2 to J.FrankHarper, Trustee per her answer filed in this cause) paid by said trustee, \$1.053.50 \$1.053.50

To balance for distribution, to wit: 4,627.16
\$6,020.00 \$6,020.00

Distribution among the heirs of Wm.H.Curtis Hoxter, deceased,
Cr.

By balance for distribution brought forward from page 2 of this account, being proceeds of sale of Tract No.1 \$8,317.57

By balance brought forward from page 2 of this account for distribution, being net proceeds of sale of Tract No.2 4,627.16
Total amount for distribution \$12,944.73

Dr.

To J. Edward Hoxter, son of deceased, 1/9 of above amount for distribution \$1435.25

To Grace L. Meekins, daughter of deceased, 1/9 of above amount for distribution 1435.25

To Mary E. Chance, daughter of deceased, 1/9 of above amount for distribution 1435.25

To T. Leonard Hoxter, son of deceased, 1/9 of said amount for distribution 1435.25

To H. Hill Hoxter, son of deceased, 1/9 of said amount for distribution 1435.25

To Rosa S. Hoxter, daughter of deceased, 1/9 of said amount for distribution 1435.25

To M. Luther Hoxter, son of deceased, 1/9 of said amount for distribution 1435.25

To Mary E. Hoxter, grantee prior to sale of interest of C. Gilbert Hoxter, in land sold, C. Gilbert Hoxter being son of deceased, 1/9 of amount for distribution 1435.25

To Curtis Edgar Benton, infant, grandson of deceased, son of Susan Emma Benton, daughter of deceased dying after her father and entitled to 1/9 of land sold at time of her death. 2/3 of 1/9 of above balance for distribution 956.83

To William Edgar Benton, surviving husband of said Susan Emma Benton 1/3 of 1/9 of above balance for distribution 478.41

\$12,944.73 \$12,944.73

=====

March 25, 1920. Madison Brown,
Auditor.

NISI RATIFICATION OF AUDIT, filed March 26th. 1920.

NISI RATIFICATION OF AUDIT.

J. Edward Hoxter et al. Case No. 2289.
vs. In the Circuit Court for Queen
Rosa A. Hoxter et al. Anne's County, in Equity.

ORDERED, this 26th. day of March, in the year nineteen hundred and twenty that the report and account filed in these proceedings by Thomas J. Keating, trustee, Auditor be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd. day of April, 1920, provided a copy of this order be published once a week in each two successive weeks before the 12th. day of April, 1920, in some newspaper printed and published in Queen Anne's County.

Filed March 26th, 1920. J.F. Rolph, Clerk.

Certificate of Publication of
Nisi Ratification of Audit.
filed June 25th.1921.

NISI RATIFICATION OF AUDIT.

J.Edward Hoxter et al.

vs.

Rosa A.Hoxter et al.

In the Circuit Court for

Queen Anne's County, in Equity.

Case No. 2289.

ORDERED, this 26th. day of March in the year nineteen hundred and twenty that the report and account filed in these proceedings by Thomas J.Keating, trustee auditor be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of April,1920,provided a copy of this order be published once a week in each two successive weeks before the 12th. day of April,1920, in some newspaper printed and published in Queen Anne'sCounty.

Filed March 26th.1920.

J.F.Rolph, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md. June 25th.1921.

The Centreville Observer Publishing Co, hereby certifies that the Nisi ratification of Audit in the case of Hoxter et al, vs. Hoxter et al. case No. 2289 a true copy of which is hereto annexed, was inserted in the Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County,Maryland, once a week for two successive weeks before the twelfth day of April, in the year 1920.

The Centreville Observer Publishing Co.

By B.G.Durney.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the eighth day of May, in the year nineteen hundred and nineteen, the following Order to docket suit was filed for record, to wit:-

In the Circuit Court for Queen Anne's County, in Equity.

Charles E. Tucker	(
Mortgagee)	
VS.	(	Chancery Docket
Henry Nichols and	)	Cause No.
Sarah Nichols, his wife,	(
Mortgagors.)	

To J. Fletcher Rolph,

Please docket suit forthwith on the Chancery docket of your Court in accordance with the above titling and file in the papers in said cause a certified copy of the mortgage from Henry Nichols and Sarah Nichols, his wife, to Charles E. Tucker, dated July 25th., 1911, and recorded in Liber S.S.No.10, folio 187 etc. a land record book of Queen Anne's County. This suit to be docketed by you as aforesaid, is a suit for the foreclosure of the above described mortgage under power of sale therein, because of default in the payment of the mortgage debt and interest.

Enter the appearance of the undersigned as the attorney for Plaintiff.

Chas. E. Tucker ----- Attorney for Plaintiff.

Certified Copy of Mortgage filed May 8th., 1919.

#1806. Queen Anne's County, to wit: Be it remembered that on the twenty fifth day of July, in the year nineteen hundred and eleven, the following mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this 24th. day of July, in the year nineteen hundred and eleven, by Henry Nichols and Sarah Nichols, his wife, of the town of Centreville, in Queen Anne's County, in the State of Maryland.

WHEREAS, the said Henry Nichols is justly indebted unto Charles E. Tucker, of Queen Anne's County, State of Maryland, for money this day loaned to him by the said Charles E. Tucker, in the full and just sum of one hundred and fifty dollars, (\$150.00) for which said sum he has passed to him, the said Charles E. Tucker, his promissory note, bearing even date herewith and payable to his order two years after date at the Queen Anne's National Bank of Centreville, said note being endorsed across its face in red ink "secured by mortgage of even date", and for the interest to accrue on said sum during the said two years has passed to the said Charles E. Tucker, his four other promissory notes, each bearing even date herewith, each for the sum of four and fifty one-hundredths dollars (\$4.50) and each payable to his order at the Queen Anne's National Bank of Centreville in six, twelve, eighteen and twenty four months respectively after date, and each of said notes being endorsed across its face in red ink "Secured by mortgage of even date".

AND WHEREAS the said loan was made upon the express precedent condition and agreement that the said loan, the interest to accrue thereon, and the notes passed for the same should be secured and assured by a mortgage of real estate executed and delivered by the said Henry Nichols to the said Charles E. Tucker.

NOW THIS MORTGAGE WITNESSETH: that in consideration of the premises and of the sum of one dollar the said Henry Nichols and Sarah Nichols, his wife, do hereby grant and convey unto the said Charles E. Tucker, his heirs and assigns, in fee simple, all that lot, part of a lot or parcel of land situate in or near the southern limites of the town of Centreville, in Queen Anne's County, State of Maryland, in that section of said town known as the Mill Flats, the land hereby conveyed or intended to be conveyed being that lot or parcel of land adjoining the lands of Thomas E. Demby heirs, J. Langrall and Brothers, Incorporated, the land belonging to the town of Centreville, and known as the "Sand Bank" and the Priscilla Hemsley land, and more particularly described as follows, to wit: BEGINNING for the same at an old pear tree set on the north or northwestern corner of the land hereby conveyed and running in a south or southwesterly direction along the divisional line between this and the land of the said Langrall and Brother, Inc. a distance of 166 feet, more or less to the land conveyed by the said Henry Nichols to the said J. Langrall and Brother, Inc. thence in an easterly or south easterly direction with the land of the said J. Langrall and Brother Inc. a distance of 195 feet to the land of the town of Centreville known as Sand Bank, thence in a northerly or northeasterly direction a distance of 36 feet to the lot of land of the said Priscilla Hemsley, thence in a northerly or northwesterly direction a distance of 235 feet to the place of beginning, the land hereby conveyed or intended to be conveyed being the same land on which the said Henry Nichols now resides and being the same land which was conveyed to said Henry Nichols by deed of A. R. Weedon and Martha J. Weedon, his wife bearing date the 12th. day of December, in the year A. D. 1888 and recorded in Liber W. D. folio 322, excepting therefrom, however, that part of said land which was conveyed to said J. Langrall and Brother, Inc. by the said Henry Nichols as heretofore mentioned.

TOGETHER with all rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining, and the buildings and improvements thereon erected and being. And it is hereby agreed that, in the event of sale of the above described property under the power of sale hereinafter expressed, all annual crops pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property. Provided, that if the said Henry Nichols, his heirs, executors, administrators or assigns shall well and truly pay to the said Charles E. Tucker, his successors, administrators or assigns the aforesaid sum of one hundred and fifty dollars and the promissory notes passed for the same as they shall severally fall due and become payable, and the interest to accrue thereon, as above set forth, and shall perform all the covenants, conditions and agreements herein on his or their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Henry Nichols, his heirs and assigns shall possess the property.

AND the said Henry Nichols, for himself, his heirs, executors, administrators and assigns hereby covenant to pay, as they severally fall due the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of their insurable value in some Company or Companies approved by the said Charles E. Tucker, his successors, executors, administrators or assigns, and to have the said policy or policies so framed or endorsed, that the proceeds arising from said policy or policies, in case of loss, shall be applied to the

payment of this mortgage, and to deliver, upon demand, to the mortgagee, successors, executors, administrators or assigns, said policy or policies, and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value.

But, in case of default in payment of said debt or the interest to accrue thereon, or any part of either, as they severally fall due, or in any covenant, condition or agreement of this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable, and the said Charles E. Tucker, his executors, administrators or assigns, or Charles E. Tucker, their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale by advertisement in a newspaper printed and published in Queen Anne's County, and such other notice as party selling may deem expedient, for cash, or for cash and credit, at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of, first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, second, all moneys owing hereunder or secured hereby, whether the same shall have then matured or not and third, the balance to the said Henry Nichols or whoever may be entitled to same. And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of foreclosure of this mortgage under the power of sale above granted, the said Charles E. Tucker, their said attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, Court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the commission allowed trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Henry Nichols, for himself, his heirs, executors, administrators and assigns, hereby covenants to pay.

Witness our hands and seals.

Test: John W. Tarman,
Henry Nichols.

Henry Nichols. (SEAL)
her
Sarah X Nichols. (SEAL)
mark

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that upon this 24th. day of July, in the year nineteen hundred and eleven, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Henry Nichols and Sarah Nichols, his wife, and they did each acknowledge the foregoing mortgage to be their respective act.

John W. Tarman.

Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this 24th. day of July, in the year nineteen hundred and eleven, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Charles E. Tucker, the within named mortgagee and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

John W. Terman.

Justice of the Peace,

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber S.S. No.10, folio 187 etc. a land record book for Queen Anne's County, Maryland.

In testimony whereof I hereunto subscribe my hand and affix the seal of the Circuit Court for Queen Anne's County this eighth day of May, in the year nineteen hundred and nineteen.

Clerk's Seal.

J.F. Rolph, Clerk.

BOND filed June 2nd. 1919.

KNOW ALL MEN BY THESE PRESENTS, that we, Charles E. Tucker, of Queen Anne's County, in the State of Maryland, and the Maryland Casualty Company, a body corporate duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of eight hundred dollars (\$800.00) current money of the United States, to be paid to the State of Maryland aforesaid, 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, administrators successors and assigns, in the whole and for the whole, jointly and severally, firm by these presents, sealed with our seals and dated this second day of June, in the year nineteen hundred and nineteen.

WHEREAS the above bounden Charles E. Tucker, is about to execute the power of sale contained in a certain mortgage from Henry Nichols and Sarah Nichols, his wife, to the said Charles E. Tucker, bearing date the twenty fourth day of July, in the year nineteen hundred and eleven, and recorded in Liber S.S. No. 10, folios 187 etc. a land record book for said Queen Anne's County, Maryland, by making sale of the property described in, granted and conveyed by said mortgage, default having occurred in the terms, conditions and covenants of said mortgage by reason of the non-payment of the principal mortgage debt named in said mortgage and by reason of the non-payment of the interest covenantd to be paid upon said principal mortgage debt by the terms of said mortgage at the times therein provided for the payment thereof.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounded Charles E. Tucker, does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Charles E. Tucker. (SEAL)

Maryland Casualty Company

By Chas. E. Tucker, Agent.

Countersigned by H.B.W. Mitchell,

Attorney in fact,

Signed, sealed and delivered in the presence of

B. Hackett Turner.

And on the back of the foregoing Bond was thus endorsed. A wit Security approved and Bond filed June 2nd. 1919. J.F. Rolph, Clerk.

Report of Sale filed June 6th., 1919.

Charles E. Tucker.
Mortgagee.

vs.
Henry Nichols and
Sarah Nichols,
Mortgagors.

In the Circuit Court for
Queen Anne's County,

In Equity.
Cause No. 2291.

To the Honorable, the Judges of said Court:-

The report of Charles E. Tucker, mortgagee hereinafter described, to your Honors, respectfully sets forth:-

1. That default was made under the mortgage mentioned in these proceedings by reason of the non-payment of the principal mortgage debt covenanted to be paid by the terms of said mortgage at the time therein provided for the payment thereof, and by reason of the non-payment of the interest covenanted to be paid by the terms of said mortgage at the time therein provided for the payment thereof, the said mortgage being the mortgage from said Henry Nichols and Sarah Nichols, his wife, to the said Charles E. Tucker, bearing date the twenty fifth day of July, in the year nineteen hundred and eleven, and recorded in Liber S.S.No.10, folios 187 etc. a land record book for Queen Anne's County aforesaid, a copy of which said mortgage duly certified to, is filed among the proceedings in this cause.
2. That prior to the sale hereinafter mentioned of the mortgaged property the said Charles E. Tucker, mortgagee as aforesaid, gave bond to the State of Maryland conditioned to abide by and fulfill any order or decree which should be made by any Court of Equity in relation to the sale of the mortgaged property or the proceeds thereof, as provided by law, which bond was filed with the Clerk of this Court, and was by the Clerk approved, prior to the sale hereinafter reported.
3. That after giving notice of the time, place, manner and terms of sale in the Centreville Record and the Centreville Observer, two newspapers published in Queen Anne's County aforesaid, for more than twenty days before the day of sale, the said Charles E. Tucker, mortgagee as aforesaid, did pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, the third day of June, in the year nineteen hundred and nineteen, at the hour of one thirty o'clock P.M. and then and there, in the execution of the power of sale contained in said mortgage to be exercised in case of default in the terms thereof, default having been occurred as above stated, proceeded to sell the real estate described in and granted by said mortgage, that is to say: He then and there offered at public sale to the highest bidder the real estate described in said advertisements of sale and in said mortgage, being all that lot or parcel of land situate in or near the southern limits of the town of Centreville, in Queen Anne's County, State of Maryland, in that section of said town known as the Mill Flats, adjoining the lands of Thomas E. Demby, heirs, J. Langrall and Bros. Inc. and others, being a part of the land conveyed to the said Henry Nichols by deed of S.R. Weedon and Martha J. Weedon, his wife, dated the twelfth day of December, 1888, and recorded in Liber W.B. folio 322, being the same land described in the above mentioned mortgage, said land being improved by a two story frame dwelling and other buildings, and after announcing the terms of sale, the said Charles E. Tucker, mortgagee announced that the small crop of peas growing on said land would be reserved, and that purchaser would have to pay all taxes for the year nineteen hundred and nineteen, the insurance to be adjusted as of day

of sale, and sold said real estate to Mary Burke, of Queen Anne's County aforesaid, she being then and there the highest bidder therefor at and for the sum of six hundred and twenty five dollars (\$625.00) The said Vendor files herewith as a part of this report marked Exhibit A, and Exhibit B. a certificate of the aforesaid advertisements of sale in the aforesaid newspapers, the Centreville Record and Centreville Observer. The purchaser paid to said Mortgagee, one hundred dollars, on day of sale, and stated that the terms would be fully complied with, upon day of ratification on sale.

Respectfully submitted.

Charles E. Tucker.
Mortgagee.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this sixth day of June, in the year nineteen hundred and nineteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Charles E. Tucker, mortgagee, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Filed June 6th. 1919.

J. F. Rolph.,
Clerk of the Circuit Court
for Queen Anne's County.

Certification of Publication of Advertisement of Sale. filed June 6th. 1919.

Exhibit A. Centreville Record-- Exhibit B. Centreville Observer.

MORTGAGE SALE OF VALUABLE REAL ESTATE, in Centreville, Queen Anne's County,
Maryland.

By virtue of the power of sale contained in a mortgage from Henry Nichols and Sarah Nichols, his wife, to Charles E. Tucker, bearing date the 24th. day of July, 1911, and recorded in Liber S.S. No. 10, folios 187 etc. a land record book for Queen Anne's County, Maryland, the undersigned, mortgagee, will sell at public sale in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, June 3rd. '19 between the hours of 1 and 2 o'clock P.M. all that lot or parcel of land situate in or near the southern limits of the town of Centreville, in Queen Anne's County, State of Maryland, in that section of said town known as the Mill Flats, adjoining the lands of Thomas E. Demby heirs, J. Langrall & Bro, Inc. and others, being a part of the land conveyed to the said Henry Nichols by deed of A. R. Weedon and Martha J. Weedon, his wife, dated the twelfth day of December, eighteen hundred and eighty eight, and recorded in Liber W.D. folio 322, being the same land mentioned and described in the above mentioned mortgage improved by two story frame dwelling house and other outbuildings.

TERMS OF SALE: One third of the purchase money to be paid in cash on day of sale and the balance in two equal instalments payable in six and twelve months from day of sale, with interest on said deferred payments from day of sale, or all cash at the option of the purchaser on day of sale, the credit payments to be secured by the notes of the purchaser with security thereon to be approved by the undersigned.

T. Frank Seward, Suct.

Charles E. Tucker.
Mortgagee.

THE CENTREVILLE RECORD.

Centreville, Md., June 6th., 1919.

THE CENTREVILLE RECORD PUBLISHING CO. hereby certifies that the advertisement of sale in the case of Tucker assignee vs. Henry Nichols, a true copy of which is hereto

annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 3rd. day of June, in the year 1919.

The Centreville Record Publishing Co.
By E.H.Brown, Jr.
President.

Filed June 6th.1919.

ORDER NISI. Filed June 6th., 1919

ORDER NISI.

Charles E.Tucker, Mortgagee

VS.

Henry Nichols and Sarah
Nichols, Mortgagors.

In the Circuit Court for
Queen Anne's County, in Equity.
Cause No. 2291.

Ordered, this third day of June, in the year nineteen hundred and nineteen, that the sale of the mortgaged real estate made and reported in the above cause by Charles E. Tucker, mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th. day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, once in each of four successive weeks before the 9th. day of July next.

The report states the amount of the sale to be \$625.00

Filed June 6th.,1919.

J.F.Rolph, Clerk of the Circuit
Court for Queen Anne's County.

Statement of Costs, filed Nov.13th.1919.

Charles E.Tucker Mortgagee

VS.

Henry Nichols and
Sarah Nichols, mortgagors.

In the Circuit Court for
Queen Anne's County, in
EQUITY_
Cause No. 2291.

Statement of mortgage indebtedness due and owing under the mortgage mentioned in the foregoing cause.

Amount of the note for the principal mortgage debt, described in and secured by the mortgage dated July 24, 1911, and recorded in Liber S.S.#10, folios 187 etc. a land record book for said Queen Anne's County, Maryland, which said note and mortgage are attached hereto and filed herewith:	\$150.00
Interet on said principal mortgagedebt from January 24, 1917 to June 3rd. 919 (day of sale)	21.25
Total amount of principal and interest due and owing on said mortgage as of June 3rd.1919.	<u>\$1717.25</u>

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this 13th. day of November, in the year nineteen hundred and nineteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, Maryland, personally appeared Charles E.Tucker, the mortgagee named in the above mentioned mortgage filed herewith and attached hereto, and made oath in due form of law that the foregoing is a true and correct statement of the principal mortgage debt and the interest thereon to June 3rd. 1919, due and owing by the mortgagors under the said above mentioned mortgage, the said original mortgage and the note for the principal mortgage debt secured by the mortgage being hereto attached and filed herewith.

J.F.Rolph, Clerk of the Circuit
Court for Queen Anne's County,
Maryland.

Filed November 13th.1919.

Certification of publication of order nisi, filed Nov. 13th. 1919.

ORDER NISI.

Charles E. Tucker, Mortgagee

vs.

Henry Nichols and Sarah
Nichols, his wife, Mortgagors.

In the Circuit Court for

Queen Anne's County, in Equity

Cause No. 2291.

ORDERED, this 3rd. day of June, in the year 1919, that the sale of the mortgaged real estate made and reported in the above cause by Charles E. Tucker, Mortgagee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th. day of August next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, once in each of four successive weeks before the 9th. day of July next. The Report states the amount of the sale to be (\$625.00)

J. F. Rolph, Clerk.

Filed June 6th. 1919.

True Copy-Test: J. F. Rolph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. Dec. 23, 1919.

The Centreville Record Publishing Co, hereby certifies that the order nisi in the case of Charles E. Tucker, mortgagee vs. Henry Nichols and Sarah Nichols, mortgagors, a true copy of which is hereto annexed, was inserted in the Centreville Record a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 9th. day of July, in the year 1919.

The Centreville Record Publishing Co.

By E. M. Forman, Associate Editor.

Final Order Ratifying Sale filed Jan. 5th. 1920.

FINAL ORDER OF RATIFICATION.

Charles E. Tucker, Mortgagee

vs.

Henry Nichols and Sarah
Nichols, his wife, mortgagors.

In the Circuit Court for

Queen Anne's County, in Equity.

Cause No. 2291.

ORDERED, this fifth day of January 1920, in the year nineteen hundred and twenty, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale of the real estate made by Charles E. Tucker, mortgagee, and reported by him in the above cause be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as directed by the preceding order Nisi passed in this cause on the third day of June 1919 and the said Charles E. Tucker, mortgagee, is allowed the usual commissions and all expenses, not personal, for which he shall produce vouchers for.

Filed Jan. 5th., 1920.

Philemon B. Hopper.

Report and Account of Auditor, filed Nov. 19th. 1920.

The proceeds of the sale of the mortgages real estate of Henry Nichols, Mortgagor, in account with Charles E. Tucker, mortgagee, vendor making said sale under the power of sale contained in the mortgage mentioned in this cause.

=====

Cr.

1919

June 3. By gross proceeds of the sale reported in this cause,
per report of sale filed, to wit: \$625.00

Dr.

" "	To Charles E. Tucker, vendor making the sale reported, for his commissions for making the sale according to the rule of this court, per terms of the mortgage, to wit:	\$43.13	
	To do, for the court costs of this cause per statement of the clerk as follows, to wit:-		
	Costs of J.F. Rolph, Clerk.	\$18.75	
	Appearance of plaintiff's attorney	<u>10.00</u>	28.75
	To do, for the costs for two years of his bond filed in this cause, paid the corporate surety thereon, per receipts for same filed, to wit:		10.00
	To do, for the amount paid T.F. Seward for crying the sale of the real estate mentioned, per his receipt filed, to wit:		10.00
	To do, for costs of advertising notice of sale and order nisi thereon in Centreville Record, per account for same receipted and filed, to wit:-		19.50
	To do, for the costs of advertising the notice of the sale mentioned in Centreville Observer, per account for same with receipt thereon filed, to wit:		19.13
	To do for the costs of advertising the order nisi to be passed in relation to this report and account		3.00
	To Madison Brown, Auditor, for stating this account		4.50
	To Charles E. Tucker, mortgage, in full of his mortgage claim (per statement of mortgage claim filed the sum of	\$171.25	
	To balance, net sale, to remain subject to the order of this court, to wit:-	<u>309.26</u>	<u>\$625.00</u>
		\$625.00	\$625.00

November 18, 1920.

Madison Brown,
Auditor.

In the Circuit Court for Queen Anne's County, in Equity.

Charles E. Tucker, mortgagee

Chancery Docket.

versus

Cause No.

Henry Nichols, et al
Mortgagees.

2291.

To the Honorable, the Judges of said Court:-

The report of Madison Brown, auditor, unto your Honors respectfully sets forth:

That he has stated the within account by first charging Charles E. Tucker, the vendor making the sale herein reported, with the gross proceeds of the sale so made by him, and then thereout allowing thereout unto him his commissions for making the sale, per terms of the mortgage, the costs of advertising the notices of the sale and the several orders nisi of the cause, the costs of his bond and auctioneer, auditor's fee, and the mortgage debt in full. The balance remaining after these allowances is the net sale

and is allowed by the within account to remain subject to the future order of this Court.

Respectfully submitted.

Nov. 18, 1920.

Madison Brown, Auditor.

Nisi Ratification of Audit, filed Nov. 19th, 1920.

NISI RATIFICATION OF AUDIT.

Charles E. Tucker, Mortgagee

vs.

Henry Nichols, et al.
Mortgagors.

In the Circuit Court

for Queen Anne's County.

in Equity, Case No. 2291.

ORDERED, this 19th. day of November, in the year nineteen hundred and twenty, that the report and account filed in these proceedings by Madison Brown, auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th. day of December, 1920, provided a copy of this order be published once a week in each of two successive weeks before the 6th. day of December, 1920, in some newspaper printed and published in Queen Anne's County.

Filed November 19th. 1920.

J.F. Rolph, Clerk.

CERTIFICATION OF PUBLICATION OF NISI RATIFICATION OF AUDIT, filed Jan. 10th. 1921.

Charles E. Tucker, Mortgagee

vs.

Henry Nichols, et al., Mortgagor.

In the Circuit Court

for Queen Anne's County

in Equity, Case No. 2291.

ORDERED, this 19th. day of November, in the year nineteen hundred and twenty that the report and account filed in these proceedings by Madison Brown, auditor, be ratified and confirmed, unless to the contrary thereof be shown on or before the 15th. day of December, 1920, provided a copy of this order be published once a week in each of two successive weeks before the 6th. day of December, 1920, in some newspaper printed and published in Queen Anne's County.

J.F. Rolph, Clerk.

Filed November 19th. 1920.

True Copy Test: J.F. Rolph, Clerk.

THE CENTREVILLE OBSERVER.

Centreville, Md. January 10, 1921.

The Centreville Observer Publishing Co, hereby certified that the Order Nisi in the case of Charles E. Tucker, Mtge. vs. Henry Nichols et al Mtgor. a true copy of which is hereto annexed, was inserted in the Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 6" day of December, 1920. before the . day of in the year 192 .

Filed Jan. 10th. 1921.

The Centreville Observer Publishing Co.
By S.M. Johnson

Dr:

Sept. 15.	To Charles E. Tucker, vendor, for the costs of advertising in Queenstown News order of publication and notice to creditors under creditors' petition, per receipt account for same;		\$26.25	
	To do., for the costs of his bond for 2 years paid surety on said bond, per receipt for same;		10.00	
	To do., for the court costs of cause under said petition, as follows, to wit:			
	Costs of clerk of court:	\$14.75		Recd. payment Dec. 13/1922, J.F. Rolph, Clk.
	Appear. fee of plaintiffs' solicitor,	10.00		
	Appear. fee of defendants' solicitor,	10.00		
	Costs of J.W. Yeates, sheriff,	4.80		Recd. payment Dec. 13, 1922, J.F. Rolph, Clk.
	Costs of T.F. McNulty, sheriff,	6.00		
	Costs of Ira Wheatley, sheriff,	.60		
	Costs of M.B. Bordley, examiner,	8.00		
	Costs of witnesses before examiner,	1.50	55.65	
	To do., for costs of advertising the order nisi to be passed as to this report and account:		3.00	
	To Charles E. Tucker, solicitor, for his fee for filing creditors' petition and conducting proceedings, thereunder, per order of court		25.00	
	To Madison Brown, Auditor, for stating this account,		9.00	
	To balance carried down, to wit:		180.36	
			<u>\$309.26</u>	<u>\$309.26</u>

By balance brought down, to wit: \$180.36

To Wright & Collins, in full of their judgment claim versus Henry Nichols, mortgagor, obtained against him in his lifetime, per copy of judgment filed as plaintiffs' exhibit No. 1 with creditors' petition and statement thereon, to wit:		\$45.84		Recd. payment Dec. 12/22. C.E. Tucker, Atty, for plaintiff.
To balance carried down, to wit:		134.52		
		<u>\$180.36</u>	<u>\$180.36</u>	

By balance brought down, to wit: \$134.52

Distribution among creditors:

To Bessie Hollis, on account of her claim of \$33.74, the sum of	13.83	less .40	
To Emory Nichols, on account of his claim of \$255.46, the sum of	104.76	less \$3.13	
To Shop Company, on account of its claim of the sum of 2.71	1.11	less .03	
To Charles E Tucker, on account of his claim 36.15, the sum of	14.82	less .44	
	<u>\$134.52</u>	<u>\$134.52</u>	

October 17, 1922.

Madison Brown
Auditor.

Statement of unsecured Claims taken from Exhibit #5.

Name of Creditor,	Amount of Claim,	Interest,	Total Claim:
Bessie Hollis,	\$28.00	5.74	\$33.74
Emory Nichols,	212.00	43.46	255.46
Shop Company,	2.25	.46	2.71
Charles E. Tucker,	30.00	6.15	36.15
Total claims,			<u>\$328.06</u>

Continued on folio 592.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty-fourth day of May, in the year nineteen hundred and nineteen, the following Bill Of Complaint was brought to be recorded, to wit:-

In the Circuit Court for Queen Anne's County, in Equity.

Joseph A Comegys,

vs.

Louis W. Holden,
Irving Comegys,
Elizabeth Holden,
Agusta Holden
Albert Holden,
Franklin Holden
Grace Holden
Josephine Holden,
William O. Steele,
Herman Cahall
Mary E. Comegys
John Comegys
John R. Cahall
Edward Cahall

Chancery Docket,

Cause No.

To the Honorable, the Judges of said Court:

Your orator complaining, says:-

1. That one William J. Comegys, late of Queen Anne's County, aforesaid, deceased, was in his life time and on the day of the date of his death hereinafter named, seized and possessed of a tract of land or farm known as the William Emory Lot, situate, lying and being in the First election district of Queen Anne's County, State of Maryland, on the west side of the public road leading from Sudlersville to Templeville, adjoining the home farm of the late James E. Sudler, containing sixteen acres, three rods, twenty two perches of land, more or less.
2. That being so seized and possessed of said land, the said William Comegys departed this life on the twenty seventh day of April, in the year nineteen hundred and seventeen, intestate, and leaving surviving him as his only heirs at law the following named persons, to wit:- (1) Sarah C. Comegys, his widow, (2) Bessie B. Holden, his daughter, (3) Joseph A. Comegys, your orator, his son.
3. That the said Bessie B. Holden departed this life intestate, in the month of October, nineteen hundred and eighteen, seized and possessed of that one undivided third part in said land which she inherited from her said father as above set forth, and leaving surviving her as her only heirs at law the following named persons, to wit: (1) Louis W. Holden, her husband, (2) Irving Comegys, (3) Elizabeth Holden, (4) Agusta Holden, (5) Albert Holden, (6) Franklin Holden, (7) Grace Holden, (8) Josephine Holden.
4. That the said Sarah C. Comegys departed this life on January fourteenth, nineteen hundred and eighteen, intestate, and seized and possessed of that one undivided third part in the land above described which she inherited from her husband, the said William J. Comegys, as aforesaid and leaving surviving her as her only heirs at law the following named persons, to wit:- (1) William O. Steele, her son, (2) Herman Cahall, her son, (3) Mary E. Comegys, her granddaughter, (4) John R. Cahall, her grand-son, (5) Edward Cahall, her grandson.
5. That said land is now owned in the following manner, to wit: by your orator to the extent of one undivided third part; by the said Louis W. Holden to the extent one undivided ninth part; by each child of the said Bessie B. Holden to the extent of two undivided sixty three parts, by the said William O. Steele to the extent of one undivided ninth part; by the said Herman Cahall to the extent of one undivided ninth part; by the said Mary E. Comegys to the extent of one undivided twenty seventh part; by the said John R. Cahall to the extent of one undivided twenty seventh part, and by the said Edward Cahall to the extent of one undivided twenty seventh part.
6. That the above described real estate cannot be divided among the parties entitled thereto and owning the same as set forth in the preceding paragraph without loss or injury to them according to their respective rights therein.
7. That your orator is entitled to have said real estate sold under a decree of this Honorable Court and a division of the money arising from such sale had among the parties owning said real estate according to their respective rights therein.
8. That the said Herman Cahall and Edward Cahall are non-residents of the State of Maryland.
9. That the said named children of the said Bessie B. Holden are all infants under the

age of twenty one years.

To the end, therefore:-

- (1) That a decree may be passed for the sale of the said real estate.
- (2) That the proceeds of said sale may be distributed between your orator and the said William O. Steele, Herman Cahall, Mary E. Comegys, John R. Cahall, Edward Cahall, Louis W. Holden, Irving Comegys, Elizabeth Holden, Augusta Holden, Albert Holden, Franklin Holden, Grace Holden and Josephine Holden according to their respective rights and interests.
- (3) That your orator may have such other and further relief as his case may require.

May it please your Honors to grant unto your orator the order of publication giving notice to the said Herman Cahall and Edward Cahall, both of whom are nonresidents of the State of Maryland, of the object and substance of this bill, and warning them to be and appear in this Court in person or by solicitor, on or before a certain day, to be named therein, to whos cause, if any they have, why a decree ought not to pass as prayed; and also the writ of subpoena directed to the said William O. Steele, Louis W. Holden, adults, and to the said Irving Comegys, Elizabeth Holden, Augusta Holden, Albert Holden, Frankline Holden, Grace Holden and Josephine Holden, infants, all whom reside in Queen Anne's County aforesaid and to the said Mary E. Comegys, John Comegys, and John R. Cahall, adults, all whom reside in Caroline County, State of Maryland commanding them and each of them, to be and appear, either in person or by solicitor, in this court, on or before a certain day, to be named therein to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound etc.

Edwin H. Brown, Jr.
Solicitor for plaintiff.

ORDER OF PUBLICATION filed May 24th. 1919.

In the Circuit Court for Queen Anne's County, in Equity.

Joseph A. Comegys, plaintiff versus Louis W. Holden, Irving Comegys, Elizabeth Holden, Augusta Holden, Albert Holden, Frankline Holden, Grace Holden, Josephine Holden, William O. Steele, Herman Cahall, Addie Cahall, Mary E. Comegys, John Comegys, John R. Cahall, Edward Cahall, Cause No.

The object of this suit is to secure a decree for the sale of the real estate of which one William J. Comegys, late of said county, died, seized and possessed, and a division of the proceeds of sale among the parties now onwing said real estate.

The bill stated:

That John J. Comegys died intestate on April 27, 1917, seized and possessed of a tract of land known as The William Emory Lot, situate, in the first election district of Queen Anne's County, Maryland, on the west side of the road from Sudlersville to Templeville adjoining the James R. Sudler Home farm, and containing 16 acres of land, more or less, that he left surviving him as his only heirs at law Sarah C. Comegys, his widow, Bessie B. Holden, his daughter, and the said Joseph A. Comegys, plaintiff, his son, that the said Bessie B. Holden died intestate in the year 1918, leaving as her only heirs at law Louis W. Holden her husband, and the following children, Irving Comegys, Elizabeth Holden, Augusta Holden, Albert Holden, Franklin Holden, Grace Holden and Josephine Holden, all of whom are under twenty one years of age; that the said Sarah C. Comegys died intestate, January 14, 1918, leaving as her only heirs at law William O. Steele, her son, Herman Cahall, her son, Mary E. Comegys, her grand-daughter, John R. Cahall and Edward Cahall, her grand sons; that the said Joseph A. Comegys now owns one undivided third part of said land; that the said Louis W. Holden now owns one undivided ninth part of said land; that each child above named of the said Bessie B. Holden now owns two undivided sixty three parts of said land; that the said William O. Steele and Herman Cahall each now owns one undivided ninth part of said land; that the said Mary E. Comegys, John R. Cahall and Edward Cahall each now own one undivided twenty seventh part of said land, that said real estate cannot be divided among the parties now owning the same without loss or injury to them; that the plaintiff is entitled to have said real estate sold under a decree of this Court and a division of the money arising from such sale had among the parties owning said land, according to their respective rights therein; that said Herman Cahall and Edward Cahall are nonresidents of the State of Maryland.

The bill then prays for a decree of this court for the sale of said land and for the division of the proceeds among the parties now onwing said land according to their respective rights and interests therein.

It is thereupon, this 23rd. day of May, 1919, ordered by the Circuit Court for Queen Anne's County, in Equity, that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County once in each of four successive weeks before the 25th. day of June, 1919, give notice to the said absent defendants of the object and substance of this bill, warning them to appear in this court, in person or by solicitor, on or before the 11th. day of July, 1919, to show cause, if any, they have, why a decree ought not to be passed as prayed.

Filed May 23rd. 1919.

J. F. Rolph, Clerk.

Subpoena for respondent to appear and answer, June 2nd.1919.

Queen Anne's County, to wit: State of Maryland.

To William O.Steele,Lewis W.Holden.

Of Queen Anne's County, Greeting:-

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centrevill, in said County, on the 1st. Monday of June, next, to answer the complaint of Joseph A.Comegys against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable, William H.Adkins, Chief Judge of our said Court the 1st. Monday of May, 1919.

Issued the 24th. day of May, in the year 1919.

J.F.Rolph. Clerk.

On the back of the foregoing was thus endorsed, to wit:-

Lewis W.Holden Summoned..
W.O.Steele, Non est.

Subpoena.

Queen Anne's County, to wit: The State of Maryland.

To Irving Comegys, Elizabeth Holden, Augusta Holden, Infants.
Albert Holden, Franklin Holden, Grace Holden, Josephine Holden.

Of Queen Anne's County, Greeting:-

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of June, next, to answer the complaint of Joseph A.Comegys against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable William H.Adkins, Chief Judge of our said Court the 1st. Monday of May, 1919.

Issued the 24th.day of May, in the year 1919.

J.F.Rolph, Clerk.

And on the back of the foregoing was thus endorsed, to wit:-

Irving Comegys, Elizabeth Holden, Augusta Holden, Albert Holden, Franklin Holden, Grace Holden, and Josephine Holden, all infants under the age of twenty one summoned by reading the within writ of each of same with Louis W.Holden.

Summoned June 2nd.1919.

S.E.Spry, Sheriff.

Subpoena.

Queen Anne's County, to wit: The State of Maryland.

To Mary E.Comegys,
John W.Comegys
John R.Cahall.

Of Caroline County, Greeting:-

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the 1st. Monday of June, next, to answer the complaint of Joseph A.Comegys against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable, William H.Adkins Chief Judge of our said Court, the 1st. Monday of June, 1919. Issued the 24th. day of May, in the year 1919.

J.F.Rolph, Clerk.

And on the back of the foregoing was thus endorsed, to wit:-

Summoned Cahall
Nonest, Comegys.

Robt.C.Rice, Sheriff.

Filed May 31st.1919.

Petition to appoint Guardian Ad Litem filed July 17,1919.

Joseph A.Comegys

vs.

Louis W.Holden, et al.

In the Circuit Court for Queen
Anne's County, in Equity.

Cause No. 2293.

To the Honorable the Judges of said Court:

Your orator petitioning says:-

1st. That the process in this cause against Irving Comegys, Elizabeth Holden, Agusta Holden, Albert Holden, Franklin Holden, Grace Holden and Josephine Holden, infants, has been duly returned summoned, as will appear from said writ.

Your orator therefore prays, that a Guardian Ad Litem who has no interest except to protect the rights of said infants, may be appointed to appear, answer and defend the suit for them.

Edwin H.Brown, Jr.
Solicitor for Petitioner.

ORDERED this 17th. day of July, in the year nineteen hundred on the foregoing petition, by the Circuit Court for Queen Anne's County, in Equity, that Richard T.Earle of said County be and he is hereby appointed Guardian ad Litem, for the said Irving Comegys, Elizabeth Holden, Agusta Holden, Albert Holden, Franklin Holden, Grace Holden and Josephine Holden, Infants, to appear, answer and defend the aforesaid suit for them.

Philemon B.Hopper.

Answer of John R.Cahall filed July 18th. 1919.

in the Circuit Court for Queen Anne's County, in Equity.

Joseph A.Comegys

vs.

Louis W.Holden et al.

(Chancery Docket
)
(Cause No. 2293.

To the Honorable, the Judges of said Court:-

The answer of John R.Cahall to the Bill of Complaint filed in this cause says That he admits the matters and things set forth in said bill to be true and consents to the passage of a decree in this cause as therein prayed.

John R.Cahall.

Answer of Mary E. and John Comegys, filed July 18th, 1919.

In the Circuit Court for Queen Anne's County, in Equity.

Joseph A.Comegys

vs.

Louis W.Holden, et al.

Chancery Docket
Cause No. 2293

To the Honorable, the Judges of said Court:-

The answer of Mary E. Comegys and John Comegys to the Bill of Complaint filed in this cause says:-

That they admit the matters and things set forth in said bill to be true and consent to the passage of a decree in this cause as therein prayed.

Mary E. Comegys.

John Comegys.

Answer of Edward Cahall filed July 18th. 1919.

In the Circuit Court for Queen Anne's County, in Equity.

Joseph A. Comegys

Chancery Docket

vs.

Cause No. 2293.

Louis W. Holden et al.

To the Honorable, the Judges of said Court:-

The answer of Edward Cahall to the Bill of Complaint filed in this cause says:-

That he admits the matters and things set forth in said bill to be true and consents to the passage of a decree in this cause as therein prayed.

Edward C. Cahall.

Answer of William O. Steele and Herman Cahall filed July 18th. 1919.

In the Circuit Court for Queen Anne's County in Equity.

Joseph A. Comegys

Chancery Docket

vs.

Cause No.

Louis W. Holden et al.

To the Honorable, the Judges of said Court:-

The answer of William O. Steele and Herman Cahall to the Bill of Complaint filed in the cause say:-

That they admit the matters and things set forth in said bill to be true and consent to the passage of a decree in this cause as therein prayed.

Wm. O. Steele.

Herman Cahall.

Answer of Louis W. Holden filed July 18th. 1921.

In the Circuit Court for Queen Anne's County, in Equity.

Joseph A. Comegys

Chancery Docket

vs.

Cause No.

Louis W. Holden et al.

To the Honorable, the Judges of said Court:

The answer of Louis W. Holden to the Bill of Complaint filed in the cause says:

That he admits the matters and things set forth in said bill to be true and consents to the passage of a decree in this cause as therein prayed.

Lewis W. Holden.

Answer of Guardian Ad Litem, filed July 18th.1919.

Joseph A.Comegys	In the Circuit Court for
vs.	Queen Anne's County, in Equity.
Louis W.Holden et al.	Cause No. 2293.

To the Honorable the Judges of said Court:-

The answer of Irving Comegys, Elizabeth Holden, Augusta Holden, Albert Holden, Franklin Holden, Grace Holden, and Josephine Holden, infants under the age of twenty one years, by Richard T. Earle their Guardian as Litem, to the Bill of Complaint of Joseph A.Comegys against them in the above entitled cause says:

That the defendants cannot admit any of the matters and things alleged in said bill, and each being an infant of tender years, submits his or her rights to the protection of this Court.

Richard T.Earle.
Guardian Ad Litem.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this 18th. day of July, in the year nineteen hundred and nineteen, before me, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Richard T.Earle, the above named Guardian Ad Litem, and made oath in due form of law that the matters and things stated in the foregoing answer are true to the best of his knowledge and belief.

J.F.Rolph, Clerk.

Replication filed July 30th.1919.

Joseph A.Comegys	In the Circuit Court for
vs.	Queen Anne's County, in Equity.
Louis W.Holden, et al.	Chancery No. 2293.

To the Honorable, the Judges of said Court:-

The Plaintiff joins issue on the matters alleged in the answer of Louis W.Holden, William O.Steele, Herman Cahall, Edward Cahall, John R.Cahall, Mary E.Comegys John Comegys, and Ervin Comegys, Elizabeth Holden, Augusta Holden, Albert Holden, Franklin Holden, Grace Holden and Josephine Holden, infants, by and through Richard T.Earle, their Guardian ad Litem, so far as same may be taken to deny and avoid the allegations of the Bill.

And as in duty bound.

Edwin H.Brown, Jr.
Attorney for Plaintiffs.

Notice and consent to take testimony. filed July 31st.1919.

Joseph A.Comegys	In the Circuit Court for
vs.	Queen Anne's County, in Equity.
Louis W.Holden et al.	Chancery No. 2293.

Madison Brown, attorney for defendants and Richard T. Earle, Guardian Ad Litem.

You are hereby notified that I will take testimony Thursday morning, July the thirty first, nine een hundred and nineteen for the Plaintiff in this cause.

Edwin H. Brown, Jr.
Solicitor for Plaintiff.

We hereby accept the above notice and consent that testimony to substantiate the Bill filed in this cause by the Plaintiff shall be taken before one of the standing examiners on July thirty first nineteen hundred and nineteen.

Madison Brown,
Attorney for Defendants.

Richard T. Earle,
Guardian Ad Litem.

Testimony filed August 1st. 1919.

Joseph A. Comegys

Vs.

Louis W. Holden
Irving Womegys
Elizabeth Holden,
Agusta Holden et al.

In the Circuit Court for Queen
Anne's County, in Equity.

Cause No. 2293.

To the Honorable, the Judges of said Court:

The subscriber, one of the regular examiners for this court having been notified by the plaintiff of his desire to take testimony in the above entitled cause, the Guardian Ad Litem for the infant defendants and counsel for the defendants having been notified of the time and place of the taking of such testimony, your examiner in pursuance to the written consent of said Guardian Ad Litem and counsel for the defendants filed in this cause, did attend at the office of Edwin H. Brown, Jr, in the town of Centreville, Queen Anne's County, Maryland on the 31st day of July, in the year nineteen hundred and nineteen at the hour of 10 o'clock A.M. and in the presence of Edwin H. Brown Jr, Esq. Counsel for Plaintiff and of Richard T. Earle, Esq. the Guardian ad litem, and Madison Brown esq. Counsel for the defendants proceeded to take the following testimony, to wit:-

Lewis W. Holden, first witness of lawful age produced on the part of the Plaintiff being duly sworn and examined deposes and says:-

- 1st. Int. State your name, age, residence and occupation?
Ans. My name is Lewis W. Holden, I am 39 yrs. old. I reside in Queen Anne's County, Md.
- 2nd. Int. Do you know the parties to this suit?
Ans. I know them all, I am one of the defendants.
- 3rd. Int. Were you acquainted with one William J. Comegys? If so, state if he was seized and possessed of any real estate and describe the same?
Ans. I knew William J. Comegys very well. He lived in Queen Anne's County, Md. He owned a small farm of about 16 acres, known as The Emory Lot, situate in the first election district of Queen Anne's County, on the road from Carsons Corner to Duhamels Corner, and adjoins the farm now owned by Mr. James Merrick Jr. formerly the Sudler Home farm.
- 4th. Int. Is Mr. Wm. J. Comegys living or dead, and if dead, when and where he died and whether or not he left a will, and give the names of his heirs?
Ans. He is dead. He died at his home in Queen Anne's County, Md. about April 27, 1917, He did not leave a will. At the time of his death he owned the farm which I just described. He left surviving him as his heirs at law, a widow, Sarah C. Comegys, a daughter, Bessie B. Holden who was my wife, and a son Joesph A. Comegys.
- 5th. Int. Is Bessie B. Holden living or not, if not, state when she died and tell who were her only heirs at law?
Ans. She is dead. She died Oct. 25, 1918, without a will. She left surviving her, myself, her husband, and the following children; Irving Comegys who is about 19

yrs. old, who resides in the first election district of Queen Anne's County, Md. Elizabeth Holden who is 16 yrs. old; Augusta Holden 13 yrs old. Albert Holden 10 yrs old; Franklin Holden 8 yrs old; Grace Holden 5 yrs. old. and Josephine Holden 1 yr. old; all of these residewith me in Queen Anne's County, Md. She left no other descendants.

6th.Int. State if Sarah C.Comegys is living or dead; and did she leave a will.

Ans. She is dead, she died in the first part of January, 1918. She did not leave a will.

7th.Int. State what heirs at law she left surviving her, and give the age and residence of each?

Ans. Wm.O.Steele, a son who lives in Smyrna Del. Herman Cahall who lives in Chester, Penna; and who is a son; Mary E.ComEgys, nee Cahall who is the wife of John A.Comegys and who resides with her husband in Wilmington Del. John R.Cahall who resides in Caroline County, Md. and Edward Cahall who also resides in Caroline County, Md. ~~and Edward Cahall~~ The last three that I have named are grand children of Sarah C.Comegys, they being children of Walter Cahall, a deceased son of Mrs. Comegys. All of the children and grand children that I have named are over 21 yrs of age. Mrs. Comegys left no other children or descendants of a deceased child.

8th. Int. In your judgment, can the real estate of which the said Wm. J.Comegys died seized and possessed be divided among those who are entitled to same without loss or injury to them and give your reasons for your answer?

Ans. No, sir, it cannot be divided among the parties interested without loss or injury to them. My reason for saying this is, that the tract of land is too small to be divided into as many parts as there are heirs. If you were to divide it, the parts would be so small as to have practically no value at all.

9th. Int. In your judgment, what is the value of this farm?

Ans. I should judge that it is worth from \$1000 to \$1200.

Examiner's special.

I do not.

Lewis W.Holden.

Joseph H.Clough, the next witness of lawful age produced on the part of the plaintiff, being duly swor and examined deposes and says:-

1st. Int. State your name, age, residence and occupation?

Ans. My name is Joseph H.Clough, I am 57 yrs old. I reside near Barclay, in Queen Anne's County, Md. and my occupation is timberman.

2nd. Int. Were or not you acquainted with William J.Comegys, if so, state if he is dead or living and give the names of his only heirs at law, and state what real estate he died seized and possessed of, if any?

Ans. I knew him, he is dead, he died at his home in the first election district of Queen Anne's County, Md. some time in the easly part of 1917. At the time of his death, he owned a small tract of land near Duhamel's corner, containing about 16 acres of land. This land is on the road from Duhamel's corCarsons corner, in the first election district of this county. He left surviving him, a widow, Sarah C.Comegys, and two children, Bessie B.Holden the wife of Lewis W.Holden, and a son Joseph A.Comegys.

3rd. Int. Is Bessie B.Holden living or dead, and if dead state when she died and who she left surviving her as her only heirs at law?

Ans. She died in October 1918, leaving surviving her, her husband, Lewis W.Holden, and the following children; Irving Comegys, who was born before her marriage to Mr. Lewis W.Holden, and Elizabeth Holden; Augusta Holden, Albert Holden, Franklin Holden; Grace Holden, and Josephine Holden, her children by Lewis W. Holden. All of these children reside in Queen Anne's C unty, Md. and are under twenty one years old.

4th.Int. State whether Sarah C.Comegys is living or dead and if dead, when did she die and also state what children and grandchildren she left surviving her?

Ans. She is dead, she died some time in the easly part of 1918, I do not remember the exact date. She left two sons surviving her, Wm.O.Steele and Herman Cahall and three grand children, the children of a deceased son, Walter Cahall, the names of the grand children being Mary E.Comgys, John R.Cahall and Edward Cahall and to the best of my recollection and information her children and grand-children that I have named are over 21 yrs. of age. She left no other children or descendants.

5th.Int. In your judgment can the real estate of which Wm.J.Comegys died seized and possessed, be divided among those who are entitled to it without loss or injury to them and in giving your anser, state your reason?

Ans. I dont think it can. My reason for saying this is, that the place is so small that to divide it up into parts, would make the parts so small so to be of no value. I think it would be best for all of them to have the place sold and the money divided among those entitled to it.

6th.Int. State, in your judgment, the value of the land of w ick the said Wm.J.Comegys died, seized and possed and which you have described?

Ans. I should think it ought to be worth from \$1000 to \$1200.

Examiner's special
I do not.

his
Joseph H. X Clough.
mark

Test: Chas. E. Tucker.

There being no further witnesses to be examined and neither party desiring further time for the production of evidence your examiner herewith respectfully makes his return and certifies that he was engaged as such examiner two days, making costs chargeable to Plaintiff as follows:

Chas. E. Tucker, Examiner.	\$8.00
Lewis W. Holden, witness	.75
Joseph H. Clough, witness	.75
	<u>\$9.50</u>

Respectfully submitted.

Chas. E. Tucker.
Examiner.

Decree filed Aug. 12th. 1919.

Joseph A. Comegys, Plaintiff

vs.

Louis W. Holden, et al.

In the Circuit Court

for Queen Anne's County, in Equity.

Cause No. 2293.

The above cause standing ready for hearing, and being submitted without argument the bill of complaint and answers and all the other proceedings were read and considered.

It is thereupon, this twelfth day of August, 1919 by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, ADJUDGED, ORDERED AND DECREED that the real estate of the late William J. Comegys, deceased, be sold and a division of the proceeds of said sale be made among the parties entitled thereto, said real estate being the real estate mentioned in these proceedings.

That Edwin H. Brown, Jr. of Queen Anne's County, Maryland be and he is hereby appointed trustee to make said sale, and the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by himself, with a surety or sureties to be approved by this Court, or the said Clerk, in the penalty of fifteen hundred 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 the said sale, having given at least three weeks previous notice by advertisement inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows; one third of purchase money to be paid in cash on the day of sale, and the balance in two equal installments payable, respectively in six, and twelve months from day of sale, each installment to bear interest from the day of sale and to be secured to the satisfaction of the trustee; or all the purchase money may be paid in cash on day of sale, at the option of the purchaser. 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 said sale or sales; annexed; and on the ratification of such sale or sales by this Court, and on the 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 and estate to him, her or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them. And the said Trustee shall bring into this Court the money arising from said sale or sales and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said trustee as this court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Philemon B. Hopper.

Bond filed September first, 1919.

KNOW ALL MEN BY THESE PRESENTS, that we Edwin H. Brown, Jr. of Queen Anne's County, State of Maryland, and the Maryland Casualty Company a body corporate of the State of Maryland, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of fifteen hundred dollars (\$1500) 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, administrators, successors and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this twenty ninth day of August, in the year nineteen hundred and nineteen.

WHEREAS by a decree of the Circuit Court for Queen Anne's County, in Equity, bearing date the twelfth day of August, in the year nineteen hundred and nineteen, and passed in a cause in the said Court wherein Joseph A. Comegys is plaintiff, and Louis W. Holden Irving Comegys, Elizabeth Holden, Augusta Holden, Albert Holden, Franklin Holden, Grace Holden, Josephine Holden, William O. Steele, Harman Cahall, Mary E. Comegys, John Comegys, John R. Cahall, and Edward Cahall are defendants, being Cause No. 2293, on the Chancery docket of said court, the above bounden Edwin H. Brown, Jr. has been appointed trustee to make sale of certain real estate in the proceedings in the aforesaid cause mentioned;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Edwin H. Brown, Jr. does and shall well and faithfully perform and execute 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 be and remain in full force and virtue in law.

Edwin H. Brown, Jr . (SEAL)

Maryland Casualty Company
By Ehas. E. Tucker.
Attorney in fact.

Countersigned: H. B. W. Mitchell.

Signed, sealed and delivered in the presence of:-
Catherine Chilcutt.

Seal's
Place.

Report of Sale filed Sept. 11th. 1919.

Joseph A. Comegys

vs.

Louis W. Holden, et al.

In the Circuit Court for

Queen Anne's County, in Equity.

Cause No. 2293.

To the Honorable the Judges of said Court:-

The report of Edwin H. Brown Jr. Trustee, appointed by the decree in this cause to make sale of certain real estate therein mentioned shows:-

That after giving bond with surety for the faithful discharge of his trust as required by said decree, and after giving notice of the time, place, manner and terms of sale by advertisement in the Centreville Record, a newspaper printed and published in Queen Anne's County, State of Maryland, for more than three weeks previous to the day of sale, he did, pursuant to said notice, attend in front of the Court House door, in the town of Centreville, Queen Anne's County aforesaid, at one thirty o'clock P.M. on Tuesday, September the ninth, in the year nineteen hundred and nineteen, and then and there proceeded to sell said real estate:

Your trustee offered all that farm or tract of land known as the William Emory

*Ans on the back of the foregoing bond was thus endorsed & wit:
Filed Sept. 1st 1919 with security approved.
Joseph Chilcutt*

Lot, situate, lying and being in the first election district of Queen Anne's County, aforesaid, on the west side of the public road leading from Sudersville to Templeville, adjoining the Home farm of the late James R. Sudler, containing sixteen acres, three roods and twenty two perches of land, more or less, being the same farm of which the late William J. Cpmegys died seized and possessed, and sold same to one Louis H. Everett at and for the sum of thirteen hundred and one dollars, he being then and there the highest bidder therefor.

Your Trustee further reports that he sold said property upon the terms prescribed in said decree, and on the further terms that the purchaser was to pay the taxes for the year nineteen hundred and nineteen and that the purchaser was to pay for all the title papers including the revenue stamps, and is to get possession on January the first, in the nineteen hundred and twenty.

Your Trustee filed herewith as part of this report a certificate as to the publication of the advertisement of said real estate in the Centreville record marked Exhibit No.1.

Your Trustee further reports that the said Louis H. Everett has paid on account of his purchase the sum of one thou and dollars, and entered into a written agreement with your trustee to fully comply with the terms of sale, upon the final ratification of same by this Honorable Court.

Respectfully submitted.

Edwin H. Brown, Jr.
Trustee.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this eleventh day of September, in the year nineteen hundred and nineteen, before the Clerk of the Circuit Court for Queen Anne's County, personally appeared Edwin H. Brown, Jr. Trustee, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J.F. Rolph,
Clerk of the Circuit Court for
Queen Anne's County.

Filed Sept. 9th. 1919.

The original order of publication will be found among these proceedings, page 506, and the following certificate will go to show that the same was duly published :

Filed August 12th. 1919.

THE CENTREVILLE RECORD,

Centreville, Md. Aug. 12th., 1919.

The Centreville Record Publishing Co, hereby certifies that the order of Publication in the case of J.A. Comegys vs. Louis W. Holden et al. a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, 1st. insertion being May 24th. 1919 before the 25th., day of June, in the year 1919.

The Centreville Record Publishing Co.

By E.H. Brown, Jr.
President.

Certificate of Advertisement of Sale filed Sept. 11th.1919.

Trustee's sale of valuable small farm near Sudlersville, Queen Anne's County, Maryland .

By virtue of a decree of the Circuit Court for Queen Anne's Count , in Equity, passed in a cause therein where Joseph A. Comegys is plaintiff and Louis W. Holden et al, are defendants, said cause being No. 2293 of the Chancery docket of said court, the undersigned, as trustee, will offer at public sale in front of the Court house door, in the town of Centreville, in Queen Anne's County, State of Maryland, on Tuesday Sept. 9th. 1919 at 1.30 o'clock P.M. all that valuable farm or tract of land known as the William Emory Lot, situate, lying and being in the first election district of Queen Anne's County, Maryland, on the west side of the public road leading from Sudersville to Templeville, adjoining the home farm of the late James R. Sudler, containing 16 acres 3 rods and 22 perches of land, more or less, and being the same farm which the late William J. Comegys of said county, died seized and possessed.

Improvements consist of a frame dwelling and necessary outbuildings.

Terms of sale; one-third of the purchase money to be paid in cash on the day of sale, and the balance in two equal instalments payable respectively in six and twelve months from day of sale, each instalment to bear interest from the day of sale and to be secured to the satisfaction of the trustee, or all the purchase money may be paid in cash on day of sale, at the option of the purchaser.

Title papers at the expense of the purchaser. Purchaser to pay taxes for year 1919

George A. Whiteley, Auctioneer,

Edwin H. Brown, Jr. Trustee.

Centreville, Md. Sept. 11, 1919.

I hereby certify that the advertisement in the case of Comegys vs. Holden et al, Chy. 2293, a true copy of which is hereto annexed, was inserted in the Centreville Record a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 9th. day of September, 1919.

Edwin H. Brown, Jr.

Order Nisi filed Sept. 11th. 1919.

NISI.

Joseph E. Comegys,

vs.

Louis W. Holden, et al.

In the Circuit Court for
Queen Anne's County, in Equity.
Chancery No. 2293.

ORDERED, this 11th. day of September, A.D. 1919, that the sale of the real estate made and reported in this cause by Edwin H. Brown, Jr. Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th. day of November, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 15 day of October next.

The report states the amount of sales to be \$1000.00

Filed Sept. 11th. 1919.

J. F. Rolph, Clerk.

Certificatinn of publication of Order Nisi. filed Feb.24th.1920.

ORDER NISI.

Joseph E.Comegys

vs.

Louis W.Holden .

In the Circuit Court for

Queen Anne's County, in Equity,

Chancery No. 2293.

ORDERED, this 11th. day of September, A.D. 1919, that the sale of the real estate made and reported in this cause by Edwin H.Brown,Jr. Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 15th. day of November next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County M ryland, once in each of four successive weeks before the 15th. day of October next.

The report states the amount of sales to be \$1301.00

J.F.Rolph, Clerk.

True copy; test:

Filed September 11th.1919.

J.F.Rolph, Clerk.

THE CENTREVILLE RECORD,

Centreville, Md.. Feb. 24,1920.

The Centreville Record Publishing Co, hereby certifies that the order nisi in the case of Joseph E.Comegys vs. Louis W.Holden, et al. a true copy of which is hereto annexed, was inserted in the Centreville RecoRd, a weekly newspaper printed and published at Centre-ville, Queen Anne's County, Maryland, once a week for four successive weeks before the 15 day of October, in the year 1919.

The Centreville Record Publishing Co.

By E.H.Brown, Jr.

Final Order of Court Ratifying Sale. filed Feby. 24th.1920.

Joseph A.Comegys.

vs.

Louis W.Holden, et al.

In the Circuit Court for

Queen Anne's County, in Equity.

Cause No. 2293.

Ordered, this 24th. day of February, in the year nineteen hundred and twenty (1920) by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale made and reported in this cause by Edwin H.Brown,Jr.Trustee, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although the order of ratification nisi appears to have been published.

The said trustee is allowed the usual commissions and all expenses not personal.

Philemon B. Hopper.

Filed Feby. 24th.1920.

QUEEN ANNE'S COUNTY, TO WIT, Be it remembered that on the fourteenth day of June, in the year nineteen hundred and nineteen, the following Bill of Complaint was filed for record, to wit:-

In the Circuit Court for Queen Anne's County, in Equity.

John Tilghman,
Plaintiff,

VS.

Pauline Tilghman, Infant,
J. Frank Harper, Assignee of mortgage,
Defendants.

To the Honorable, the Judges of said Court:-

Your Orator, complaining, says:-

1. That Anne Tilghman Harper, late of Queen Anne's County, State of Maryland, deceased, was, in her lifetime and at the time of her death, seized and possessed, in fee simple, of the following described real estate, to wit:-

All that tract of land or farm known as Parcel No. 8, Green Kits farm, situate in Wright's Neck, in the Third election district of Queen Anne's County, State of Maryland, on both sides of the public road leading from the Centreville-Queenstown road into Wright's Neck, and containing one hundred and twenty acres and five hundred and sixty six one thousandths of an acre (120.566) of land, more or less, being the same land which was conveyed to the said Anne Tilghman Harper by John McKenney Mitchell by deed bearing date the second day of January, in the year nineteen hundred and seventeen, and recorded in Liber W.F.W. No. 10, folios 45 etc. a land record book for Queen Anne's County aforesaid, a duly certified copy of which said deed, marked Exhibit No. 1, is filed herewith.

(2) That being so seized and possessed of the aforesaid real estate, the said Anna Tilghman Harper departed this life on or about the twelfth day of January, in the year nineteen hundred and nineteen, intestate, leaving surviving her as her only heirs at law, Your orator, John Tilghman, a brother and the defendant, Pauline Tilghman, a niece, the said Pauline Tilghman being the daughter and only child of George Tilghman, a deceased brother of the said Anne Tilghman Harper, who died prior to the death of the said Anne Tilghman Harper; that James K. Harper, the husband of said Anne Tilghman Harper, predeceased her.

(3) That the said Anne Tilghman Harper, in her lifetime, to wit: on the second day of January, in the year nineteen hundred and seventeen, executed a mortgage upon the aforesaid real estate to one William F. Watson, to secure the payment of the principal mortgage debt of thirty three hundred dollars (\$3300.00) with interest to accrue thereon as set forth in said mortgage, which mortgage was, on the eleventh day of February, in the year nineteen hundred and nineteen, assigned by the said William F. Watson unto the defendant, J. Frank Harper, who as such assignee is the present holder of said mortgage, and that there now remains due and owing to the said J. Frank Harper, as the assignee of the said mortgage, under the lien of said mortgage, the principal sum of twenty one hundred dollars (\$2100.00) with interest on said sum from the second day of January, nineteen hundred and nineteen, a certified copy of which said mortgage, and of the said assignment thereof to said J. Frank Harper, is filed herewith marked Exhibit No. 2, and is prayed to be taken as a part of this Bill of Complaint; that the aforesaid mortgage is an existing and outstanding lien and incumbrance upon and against the aforesaid real estate, and your Orator is entitled to have the said J. Frank Harper, the assignee and present holder of said mortgage as aforesaid, made a party defendant in this cause in order that the said

mortgage may be filed in this cause for payment out of the proceeds of the sale of the real estate.

(4) That upon the death of the said Anne Tilghman Harper as aforesaid, the aforesaid real estate descended unto your orator, John Tilghman, and to the defendant, Pauline Tilghman, as the only heirs at law of the said Anne Tilghman Harper, deceased; and that as the only heirs at law as aforesaid, your Orator, John Tilghman, and the said defendant, Pauline Tilghman, are now seized, as tenants in common, in fee simple, of the aforesaid real estate, each being seized of an undivided one-half interest therein, subject, however, to the lien of the aforesaid mortgage held by the said J. Frank Harper, as assignee aforesaid, being the mortgage mentioned and described in paragraph three of this Bill of Complaint.

(5) That your Orator, John Tilghman, is an adult above the age of twenty one years, is unmarried and now resides in Queen Anne's County, State of Maryland; and that the defendant, Pauline Tilghman, is an infant under the age of twenty one years, is unmarried, and now resides in Queen Anne's County aforesaid, and that the defendant, J. Frank Harper, assignee of said mortgage, is a resident of Queen Anne's County aforesaid.

(6) That your Orator avers and charges that the aforesaid real estate, described in paragraph one of this Bill, cannot be divided without loss or injury to the parties interested therein as aforesaid, and that the same should be sold under a decree of this Court and a division of the money arising from such sale be made among the said parties according to their respective rights and interests therein, after making provision in the decree of sale for the protection of the rights of the said mortgage lienor in the distribution of the said proceeds of said sale and for the payment out of the said proceeds of sale of the aforesaid mortgage debt and interest due and owing under the said mortgage held by the defendant, J. Frank Harper, as assignee of said mortgage as aforesaid, before division of said proceeds of sale is made between the said tenants in common.

To the end therefore,

(1) That a decree may be passed for the sale of the aforesaid real estate, free and clear of the aforesaid mortgage;

(2) That the rights of the said mortgage lienor be protected in the distribution of the proceeds of the sale of said real estate under said decree, and that the said proceeds of said sale, after the payment thereof of the mortgage debt and interest due and owing under and secured by the aforesaid mortgage held by the said J. Frank Harper, as assignee as aforesaid, may be distributed between your Orator, John Tilghman, and the said defendant, Pauline Tilghman, according and in proportion to their respective rights and interests:

(3) That your Orator may have such other and further relief as his case may require.

May it please your Honors to grant unto your orator the writ of subpoena, directed to the Sheriff of Queen Anne's County aforesaid, against the said Pauline Tilghman, infant defendant, and against the said J. Frank Harper, assignee of mortgage, adult defendant, each of whom reside in Queen Anne's County aforesaid commanding them to be and appear in this Court at some certain day, to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Chas. E. Tucker.

Solicitor for Plaintiff.

Exhibit No.1. filed June 14th.1919.

Queen Anne's County, to wit: Be it remembered that on the second day of January, in the year nineteen hundred and seventeen, the following deed was brought to be recorded, to wit

This Deed, made this second day of January, in the year nineteen hundred and seventeen, by John McK Mitchell, of Queen Anne's County, State of Maryland, WITNESSETH that for and in consideration of the sum of six thousand dollars (\$6,000.00) the receipt of which is hereby acknowledged, the said John McK. Mitchell does hereby grant and convey unto ^{Anne} Tilghman Harper of Queen Anne's County aforesaid, her heirs and assigns in fee simple, all that tract of land or farm known as Parcel No.8 Green Lots Farm, situate, lying and being in Wright's Neck, in the third election district of Queen Anne's County, State of Maryland, on both sides of the public road leading from the Centreville-Queenstown public road into Wright's Neck, adjoining the lands of Frank W.Draper, the Cockey farm of Nannie M.Wright, the land of Evelyn J.McKenney, the land of William L.Holton and the land of Oliver C.Clark and more particularly described by metes and bounds, courses and distances, as follows, to wit:- Beginning for the same at a locust post at the northeast corner of the farm where a stone is to be place, the said point being a corner for the land of Frank W.Draper, and along the Oliver C.Clark line running with the Draper line south forty eight degrees forty five minutes west, forty six rods and two tenths of a rod; thence south forty nine degrees forty five minutes west sixty six rods and four-tenths of a rod to the middle of the aforesaid public road; thence north eight degrees forty five minutes west, seven rods and threepenths of a rod; thence north forty one degrees thirty five minutes west, one hundred and sixty five rods and six tenths of a rod to a stone, a corner for the Cockey farm of Nannie M.Wright, thence north forty eight degrees thirty minutes east, forty rods to a marked willow; thence north forty six degrees east, twenty three rods and six tenths of a rod to a hickory tree on the side of the public road; thence south eighty one degrees thirty minutes east, one hundred and twenty six rods to a stone along a dead chestnut tree, a corner for said Oliver C.Clark, thence south twenty six degrees thirty minutes west, twenty one rods and four tenths of a rod to a marked dogwood tree; thence south eight degrees fifteen minutes east, seventy rods to a stone a corner for said Oliver C.Clark, thence south fifty degrees fifteen minutes east, twelve rods and four tenths of a rod to a stone; and thence north eighty two degrees east, fifteen rods and three tenths of a rod to the said place of beginning, containing one hundred and twenty acres and five hundred and sixty six one-thousandths of an acre (120.566) of land, more or less, being the same tract of land or farm which is designated and described as Parcel No.8, Green Lots farm, in division and allotment No.six in the report and return of the commissioners filed in the proceedings for the valuation, division and allotment of certain real estate and person property of which William McKenney, late of Queen Anne's County aforesaid, died, seized and possessed, being cause No. 2120 in the Circuit Court for Queen Anne's County, in Equity, under and by which said proceedings the said tract of land or farm was allotted to Susan B. Mitchell, Nannie M.Wright, J.Archibald Mitchell and the said John McK.Mitchell as tenants in common, in fee simple, and being a part of the real estate which was granted and conveyed to the said John McK.Mitchell in the deed of partition by and between Susan B.Mitchell, Nannie M.Wright and Clayton Wright her husband, J.Archibald Mitchell and the said John McK.Mitchell bearing date the seventh day of September, nineteen hundred and sixteen, and recorded in Liber W.F.W.No.9, folios 396 etc. a land record book for Queen Anne's County aforesaid, the said tract of land or farm hereby granted

and conveyed being the third (3) parcel of real estate granted and conveyed to the said John McK. Mitchell by the aforesaid deed of Partition. Together with the buildings and improvements thereupon erected, made or being and all and every the rights, roads, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining. And the said John McK. Mitchell covenant, that he will warrant specially the said property hereby granted and conveyed, and that he will execute such further assurances of said land as may be requisite.

Witness the hand and seal of the said grantor.

Test: J. McK. Tilghman.

John McK. Mitchell. (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this second day of January, in the year nineteen hundred and seventeen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared John McK. Mitchell and acknowledged the foregoing deed to be his act.

J. McK. Tilghman.
Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber W.F.W. No. 10, folio 45 etc. a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, this 14th. day of June, A.D. 1919.

Seal's
Place.

J. F. Rolph. Clerk.

Exhibit No. 2. filed July 11th, 1919.

Queen Anne's County, to wit: Be it remembered that on the second day of January, in the year nineteen hundred and seventeen, the following mortgage was brought to be recorded, to wit:-

THIS MORTGAGE, made this second day of January, in the year nineteen hundred and seventeen, by Anne Tilghman Harper, of Queen Anne's County, in the State of Maryland, of Maryland, widow; WHEREAS, the said Anne Tilghman Harper is justly indebted unto William F. Watson of Queen Anne's County aforesaid, for money this day loaned to her in the sum of thirty three hundred dollars (\$3300.00) which said sum of thirty three hundred dollars is loaned to her by the said William F. Watson for the purpose of enabling the said Anne Tilghman Harper to pay the balance of the purchase money for the hereinafter described real estate sold to her by John McK. Mitchell and conveyed to her by the said John McK. Mitchell by deed bearing date January 2nd. 1917, and to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage, to the payment of which said balance of said purchase money the aforesaid sum of thirty three hundred dollars has been fully applied by the said Anna Tilghman Harper. And whereas, it is hereby agreed by and between the parties to this mortgage that the said sum of thirty three hundred dollars shall be repaid to the said William F. Watson at the expiration of two years from the date of this mortgage, with interest thereon in the meantime payable semi-annually from the date of this mortgage; And whereas the said loan was made upon the express precedent agreement that the aforesaid principal sum of thirty three hundred dollars and the interest to accrue thereon as aforesaid, and the prompt payment of the same at the times hereinbefore set

forth, were to be secured and assured by this mortgage; Now therefore, this mortgage witnesseth that in consideration of the premises and of the sum of one dollar, the said Anne Tilghman Harper does hereby grant and convey unto the said William F. Watson, his heirs and assigns, in fee simple, all that tract of land or farm known as Parcel No. 8 Green Lots Farm,, situate, lying and being in Wright's Neck, in third election district of Queen Anne's County, State of Maryland, on both sides of the public road leading from the Centreville-Queenstown road into Wright's Neck, adjoining the lands of Frank W. Draper, the Cockey farm, of Nannie M. Wright, the land of Evelyn J. McKenney the land of William L. Holton and the land of Oliver C. Clark, and particularly described by metes and bounds, courses and distances, as follows, to wit: Beginning for the said at a locust post at the northeast corner of the farm where a stone is to be placed, the said point being a corner for the land of Frank Draper, and along the Oliver C. Clark line, and running with the Draper line south 48 degrees 45 minutes west, 46 rods and $\frac{2}{10}$ of a rod; thence south 49 deg. 45 min, west, 66 rods and $\frac{4}{10}$ of a rod to the middle of the aforesaid public road; thence north 8 degrees 45 min, west 27 rods and $\frac{3}{10}$ of a rod; thence north 41 deg. 35 min, west, 165 rods and $\frac{6}{10}$ of a rod to a stone, a corner for the Cockey farm of Nannie M. Wright, thence north 58 deg. 30 min, east 40 rods to a marked willow; thence north 46 deg. east, 23 rods and $\frac{6}{10}$ of a rod to a hickory tree on the side of the public road, thence south 81 deg. 30 min, east, 126 rods to a stone along a dead chestnut tree, a corner for said Oliver C. Clark, thence south 26 deg. 30 min, west 21 rods and $\frac{4}{10}$ of a rod, to a marked dogwood tree; thence south 8 deg. 15 min, east, 70 rods to a stone, a corner for said Oliver C. Clark thence south 50 deg. 15 min, east 12 rods and $\frac{4}{10}$ of a rod to a stone, and thence north 82 deg. east, 15 rods and three tenths of a rod to the place of beginning containing one hundred and twenty acres and five hundred and sixty six one thousandths of an acre (120.566) of land, more or less, and being the same and all the land which was conveyed to the said Annie Tilghman Harper by John McK. Mitchell by deed bearing date the second day of January, nineteen hundred and seventeen, and recorded or intended to be recorded among the land records of Queen Anne's County aforesaid immediately preceding this mortgage, to which said deed and the references therein contained reference is hereby made for further description of the said tract of land or farm hereby granted and conveyed. Together with all rights, roads, ways, water5s, privileges and advantages theret belonging or in anywise appertaining, and the buildings and improvements thereon erected and being, And it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops planted, or growing upon said property at the time of sale shall pass to the purchaser of said property. Provided, that if the said Annie Tilghman Harper, her heirs, executors, administrators or assigns, shall well and truly pay to the said William F. Watson, his executors, administrators, or assigns, the aforesaid sum of thirty three hundred dollars (\$3300.00) when and as the same shall become due and payable as above set forth, and the interest to accrue thereon as aforesaid when and as the same shall become due and payable as above set forth, and shall perform all the covenants, conditions and agreements herein on her and their part to be performed, then this mortgage shall be void; and until default be made in the premises the said Anna Tilghman Harper, her heirs and assigns, shall possess said property. And the said Anne Tilghman Harper for herself, her heirs, executors, administrators and assigns, hereby covenant to pay as they severally fall due, the debt and interest hereby intended to be secured, all taxes, assessments, public dues and charges levied or that may be levied thereon, and on the property hereby conveyed, all costs and attorney's commissions and charges incurred in the collection of

said debt and interest, or any part of either, and to insure, and pending this mortgage to keep insured, the improvements on said premises to the amount of at least the insurable value thereof, in some company or companies approved by the said William F. Watson, his executors, administrators or assigns and to have the said policy or policies so framed or endorsed that the proceeds arising from said policy or policies, in case of loss, shall be applied to the payment of this mortgage, and to deliver upon demand, to the mortgage, his executors, administrators or assigns, said policy or policies and that no act or thing shall be done whereby said mortgaged premises may be depreciated or lessened in value. But, in case of default in payment of said debt or the interest to accrue thereon or any part of either, as they severally fall due, or in any covenant, condition or agreement in this mortgage, then the whole debt intended hereby to be secured and all moneys owing hereunder or secured hereby shall be due and demandable, and the said William F. Watson his executors, administrators or assigns, or J. Frank Harper of Queen Anne's County aforesaid his and their hereby duly constituted attorney for the purpose, are hereby authorized and empowered to sell said premises upon giving twenty days previous notice of the time, place, manner and terms of sale, by advertisement in a newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as the party selling may deem expedient, for cash or for cash and credit at the option of the person making the sale, the credit payments, if any, to bear interest from day of sale, and to be secured by the note or notes of the purchaser, with security to be approved by the person making the sale, and to apply the proceeds of sale to the payment of first, all expenses incident to such sale, including compensation to the person making sale the same as allowed to Trustees selling real estate under decree of the Circuit Court for Queen Anne's County, in Equity, second, all moneys owing hereunder or secured hereby whether the same shall have then matured or not, and, third, the balance to the said Anne Tilghman Harper, or whoever may be entitled to the same. And it is hereby agreed that when default be made in any covenant or condition contained in this mortgage and when suit has been docketed in the proper Court for the purpose of the foreclosure of this mortgage under the power of sale above granted to the said William F. Watson, his executors, administrators or assigns or J. Frank Harper, his and their said attorney, shall not be required to receive and accept the principal and interest of said mortgage indebtedness in satisfaction thereof, unless the tender of said mortgage indebtedness be accompanied by the payment of all expenses incurred by the payment of all expenses incurred under said foreclosure proceedings, including all costs of advertisement, court costs and all expenses incurred to the time of said tender and a commission on the total amount of the mortgage indebtedness, principal and interest equal to ~~the~~ one half the commission allowed trustees for making sale of real estate under decree of the Circuit Court for Queen Anne's County, in Equity, and which said costs, expenses and commissions the said Anne Tilghman Harper, for herself, her heirs executors, administrators and assigns hereby covenants to pay.

And it is hereby agreed that at the maturity of any interest payment the said Ann Tilghman Harper, shall have the privilege of making partial payments on account of the said principal mortgage debt secured by this mortgage, provided that such partial payments shall in each case amount to at least the sum of five hundred dollars \$500.00 or some multiple thereof, and in the event any such partial payment shall be made as aforesaid interest on the amount of such partial payment shall cease from the date of such payment.

Witness the hands and seal of the said mortgagor.

Test: Robt. Coursey.

Anne Tilghman Harper. (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this second day of January, in the year nineteen hundred and seventeen before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County aforesaid, personally appeared Anne Tilghman Harper and acknowledged the foregoing mortgage to be her act.

Robt. Coursey.

Justice of the Peace.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this second day of January, in the year nineteen hundred and seventeen before the subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared William F. Watson, the within named mortgagee, and made oath in due form of law that the consideration stated in the foregoing mortgage is true and bona fide as therein set forth.

Robt. Coursey.

Justice of the Peace.

Queen Anne's County, to wit:-

Be it remembered that on the eleventh of February, in the year nineteen hundred and nineteen the following assignment was brought to be recorded, to wit:-

For value received, I hereby assign the within and foregoing mortgage to J. Frank Harper for the amount and to the extent of the balance of the principal mortgage debt secured thereby, now due and owing thereon, to wit: for the amount and to the extent of twenty one hundred dollars (\$2100.00) with interest thereon from the second day of January, nineteen hundred and eighteen, the remainder of said principal mortgage debt, to wit: twelve hundred dollars (\$1200.00) having been paid to me by the mortgagor)

Witness my hand and seal this eleventh day of February, in the year nineteen hundred and nineteen:-

Test: B. Hackett Turner.

William F. Watson. (SEAL)

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that the foregoing is truly taken and copied from Liber W.F.W.No.10, folio 46 etc. a land record book for Queen Anne's County.

In testimony whereof I hereunto subscribe my name and affix the seal of the Circuit Court for Queen Anne's County, 14th. day of June, A.D. 1919.

J.F. Rolph, Clerk Circuit Court
for Queen Anne's County

Subpoena for respondent to appear
and answer-Filed July 7th. 1919.

Queen Anne's County, to wit:-

The State of Maryland.

To J. Frank Harper, Assignee of mortgage. of Queen Anne's County, Greeting:-

You are hereby commanded, that all excuses set aside you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July, next, to answer the complaint of John Tilghman against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable Wm.H. Adkins, Chief Judge of our said Court, the first Monday of June, 1919.

Issued the fourteenth day of June, in the year 1919.

J.F.Rolph, Clerk.

And on the back of the foregoing was thus endorsed, to wit:-

Summoned. S.E.Spry.

Queen Anne's County, to wit:-

The State of Maryland.

To Pauline Tilghman, Infant. Of Queen Anne's County, Greeting:-

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July, next, to answer the complaint of John Tilghman against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable Wm.H.Adkins, Chief Judge of our said Court, the first Monday of June, 1919.

Issued the fourteenth day of June, in the year 1919.

J.F.Rolph, Clerk.

And on the back of the foregoing was thus endorsed, to wit:-

The within writ served and the defendant, Pauline Tilghman, summoned, by reading said writ to the said Pauline Tilghman, infant defendant, and at the same time leaving a copy of said writ with Caroline Davis, the mother of said Pauline Tilghman, this third day of July, in the year nineteen hundred and nineteen.

S.E.Spry.
Sheriff of Queen Anne's County,
Maryland.

Filed July 7th.1919.

(Authority and order of Jno.Tilghman, to docket)

Answer of J.Frank Harper, Assignee of Mortgage. Filed July 7th.1919.

John Tilghman, Plaintiff.

vs.

Pauline Tilghman, infant

J.Frank Harper, Assignee.
of Mortgage, defendants.

In the Circuit Court for

Queen Anne's County, in Equity.

Cause. No. 2294.

To the Honorable, the Judges of said Court:-

The Answer of J.Frank Harper, assignee of mortgage, to the Bill of Complaint of John Tilghman against him and Pauline Tilghman, infant, in this Court exhibited.

This defendant, answering, says:-

1. That this defendant admits the matters and facts set forth in the third paragraph of the said Bill of Complaint to be true, and especially that the said mortgage mentioned therein which this defendant now holds as assignee and of Exhibit No.2 filed with said Bill, is a certified copy, is an existing lien and charge upon the undivided interests of the owners of the land mentioned and described in said bill of Complaint, and that the amount now due and owing to this defendant on said mortgage is as stated in said Bill of Complaint, the sum of twenty one hundred dollars (\$2100.00) with interest on said sum from the second day of January, nineteen hundred and nineteen,

2. And that this defendant is willing and hereby consents that the said land mentioned and described in said bill of Complaint may be sold under the decree of this Court in this cause free and clear of the aforesaid mortgage, upon the express condition that the said lien of this defendant under said mortgage shall be transferred to the proceeds of the sale of the said land as though the same had arisen or been created by a sale of said land under said mortgage, and that the rights of this defendant as a mortgagor herein aforesaid shall be protected in the distribution of the said proceeds of the sale of the aforesaid land.

And as in duty bound, etc.

J. Frank Harper.

Assignee of Mortgage.

J. Frank Harper.

Attorney for J. Frank Harper,
Assignee of Mortgage.
Defendant.

Petition for appointment of
Guardian Ad Litem and Order of Court,
filed July 8th., 1919.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, in Equity.

John Tilghman, Plaintiff.

Vs.

Pauline Tilghman, Infant.
J. Frank Harper, Assignee
of Mortgage,
Defendants.

To the Honorable the Judges of said Court:-

Petition of John Tilghman, Plaintiff in the above entitled cause, unto your Honors respectfully states:-

(1) That the Infant defendant in the above cause, Pauline Tilghman has been duly returned summoned by the Sheriff of Queen Anne's County, as will appear by the endorsement and return of said Sheriff upon the original writs directed against said infant defendant and now on file in this cause.

(2) That the said infant defendant has no legal guardian within the jurisdiction of this court to appear for her and to answer and defend for her in this cause, she being above eighteen years of age and having executed a release to E.M. Forman a former legal guardian on the fifteenth day of August, in the year nineteen hundred and seventeen.

Your petitioner prays that a guardian ad litem may be appointed for said infant defendant, Pauline Tilghman, to appear in the above cause for said infant defendant and to answer and defend this suit for and on behalf of said infant defendant.

And as in duty bound, etc.

Chas. E. Tucker.

Attorney for Plaintiff.

The foregoing petition having been read and considered and the Sheriff's writ upon the writs of summons answers the infant defendant, Pauline Tilghman, having been examined it is thereupon ordered this eighth day of July, in the year nineteen hundred and nineteen by the Circuit Court for Queen Anne's County in Equity and by the authority of said

court, that Summerfield Tilghman, of Queen Anne's County, be and he is hereby appointed guardian ad litem for the infant defendant in the above entitled cause, Paulene Tilghman, to appear for said infant defendant in the above cause and to file and answer for her in said cause and to defend for her in said cause.

Philemon B.Hopper.

Answer filed July 8th.1919.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY.

John Tilghman, Plaintiff

vs.

Pauline Tilghman, Infant.

J.Frank Harper, assignee of mortgage, Defendant.

The answer of Pauline Tilghman, by Summerfield Tilghman, her guardian ad litem to the Bill of Complaint of John Tilghman against her in the above cause exhibited says:-

The defendant, being an infant under the age of twenty one years cannot admit or deny any of the matters and things in said bill alleged, and submits her right thereunder to the protection of this court.

And as in duty bound, etc.

Summerfield Tilghman.

Guardian Ad Litem.

Replication filed July 9th.1919.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, in Equity.

John Tilghman, Plaintiff

vs.

Pauline Tilghman, Infant.

J.Frank Harper, assignee of mortgage,
Defendants.

To the Honorable, the Judges of said Court:-

John Tilghman by Chas. E.Tucker, his attorney, joins issue on the matters alleged in the answers of Pauline Tilghman, infant, by her guardian ad litem, Summerfield Tilghman and J.Frank Harper, assignee of mortgage, defendants, so far as the same may be taken to deny or avoid the allegations of this Bill of Complaint.

Chas. E.Tucker.

Attorney for plaintiff.

Petition to take testimony and order of Court filed July 9th.1919 .

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, in Equity.

John Tilghman, Plaintiff.

vs.

Pauline Tilghman, Infant.

J.Frank Harper, assignee of mortgage.

Defendants.

To the Honorable, the Judges of said Court:-

The petition of John Tilghman, Plaintiff in the above entitled cause, to your Honors respectfully represents, that this cause being now at issue, he desires to take testimony in support of the allegations of the bill of complaint filed by him in this cause, and your petitioner prays that leave being granted him so to do before one of the standing examiners of this court.

And as in duty bound, etc.

Chas. E. Tucker.

Attorney for Plaintiff.

ORDER OF COURT.

Upon the foregoing petition it is ordered this ninth day of July in the year nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, that leave be and is hereby granted to the parties to this cause, to take testimony before one of the standing examiners of this court.

The examiner is directed to give the usual notice of the taking of testimony.

Philemon B. Hopper.

Agreement to take testimony filed July 11th. 1919.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, in Equity.

John Tilghman, Plaintiff.

Vs.

Pauline Tilghman, Infant.

J. Frank Harper, assignee of mortgage,
Defendants.

It is hereby agreed by and between Chas. E. Tucker, attorney for the plaintiff in the above entitled cause and Summerfield Tilghman guardian ad litem for Pauline Tilghman infant, defendant and J. Frank Harper, attorney for the defendants in said cause, that the testimony in said cause shall forthwith be taken before Madison B. Bordley, one of the standing examiners of the Circuit Court for Queen Anne's County, in Equity, without further notice.

Chas. E. Tucker.

Attorney for Plaintiff.

Summerfield Tilghman.

J. Frank Harper.

Attorney for defendants.

Testimony filed July 12th. 1919.

John Tilghman, Plaintiff.

vs.

Pauline Tilghman Infant.
J. Frank Harper, assignee
of mortgage, defendants.

In the Circuit Court

for Queen Anne's County,

in Equity.

Chancery No. 2294.

Pursuant to an order of this court passed on the ninth day of July, in the year nineteen hundred and nineteen, in the above entitled cause, granting leave to the parties to the said cause to take testimony before one of the standing examiners of this Court, and in pursuance to an agreement between the attorney for the plaintiff, the guardian ad litem, and the attorney for the defendant, the subscriber, one of the regular examiners,

for this court, having been notified by the plaintiff of his desire to take testimony in said cause, did attend at the office of J. Frank Harper in the town of Centreville, Queen Anne's County, Maryland, on the eleventh day of July, in the year nineteen hundred and nineteen, at the hour of ten o'clock A.M. and in the presence of Chas. E. Tucker, attorney for plaintiff and J. Frank Harper, attorney for defendants, proceeded to take the following testimony, to wit:-

William F. Watson, the first witness of lawful age produced on the part of the plaintiff, being duly sworn and examiner, deposes and says:-

1st. Int. State your name, age residence and occupation?

Ans. My name is William F. Watson, I am 68 yrs. old, I reside near Centreville, Queen Anne's County, Md. and my occupation is farming.

2nd. Int. Do you know the parties to this suit or any of them? If yea, state which of them, how long you have known them and where each of them resides, and their respective ages?

Ans. I know them all. John Tilghman, the plaintiff is about 69 years old, and resides on the Green Lots farm, in this County. I have known him all my life. Pauline Tilghman is about 19 or 20 years old and lives with her mother, Caroline Davis, on Kent Island, in this county; I have known her about nine or ten years. J. Frank Harper, I have known all his life, he is about 49 yrs. old and resides in Centreville Queen Anne's County, Md.

3rd. Int. Were or not you acquainted with Anne T. Harper, late of Queen Anne's County, Md.? If yea, state whether she is living or dead, and if dead state when and where she died, and whether or not she left a last will and testament?

Ans. I was very well acquainted with Anne T. Harper. She is dead, she died in the early part of January, 1919, at the Easton Hospital, Talbot County, Md. At the time of her death she was a resident of Queen Anne's County, Md. She died intestate.

4th. Int. Was or not the said Anne T. Harper, at the time of her death, seized and possessed of any real estate, if yea, describe the same as to location and give your judgment as to its value?

Ans. At the time of her death she was seized and possessed of a farm, known as the Green Lots, situate in Wright's Neck, the third election district of Queen Anne's County, Md. adjoining the lands of Frank W. Draper, Oliver Clark and others, It is situate on both sides of the public road leading from Centreville-Queenstown road in to Wright's Neck, and contains about 120 acres of land. In my judgment this farm is worth about \$6000.

5th. Int. I now hand you a certified copy of the deed from John McK. Mitchell to Anne Tilghman Harper, marked Exhibit No. 1, which is herewith filed with the Examiner. Please state whether or not the land described in this deed is the same land referred to by you in your previous answer?

Ans. It is the same land.

6th. Int. State whether or not there are any liens on this land, if yea, describe the same.

Ans. Yes, at the time of the death of Anne T. Harper, I held a mortgage on this land, executed by Anne T. Harper. The original amount of this mortgage was thirty three hundred dollars, but at the time of her death she had paid \$1200.00 on account of the principal. On February eleventh, 1919, I assigned this mortgage to J. Frank Harper the defendant, for the amount then due and owing thereon, namely \$2100.00 with interest from January the second, 1918. This mortgage is now held by said J. Frank Harper.

7th. Int. I now hand you a certified copy of a mortgage from Anne Tilghman Harper to William F. Watson and herewith filed with the examiner, and is marked Exhibit #2. Please state whether or not this mortgage is the same mortgage referred to by you in your preceding answer?

Ans. Yes, this is a certified copy of the mortgage I referred to in my answer to the question preceding this one.

8th. Int. State whether or not the said Anne T. Harper left a husband surviving her and who were her heirs at law to whom the said real estate descended?

Ans. She did not leave a husband surviving her, her husband James K. Harper having died prior to her death. She left no children or descendants of any deceased children. She left surviving her, as her only heirs at law, one brother, John Tilghman, and a niece, Pauline Tilghman, a daughter and only child of her deceased brother George. Tilghman, George having pre-deceased her. She left no other descendants, or descendants of a deceased brother or sister. John Tilghman and Pauline Tilghman are both unmarried, and both are parties to this suit.

9th. Int. State whether or not the real estate which you have mentioned and described, is susceptible of partition among the parties entitled thereto, without material loss or injury to them or any of them, and give your reason for such opinion as you may give?

Ans. No, in my opinion this land cannot be divided among the parties entitled to it, without loss and injury to them. My reason for saying this is, that the farm

lays on both sides of the public road leading from the Centreville Queenstown road into Wright's Neck, that is, the buildings and about 98 to 100 acres of the land lays on one side of the road and about 20 or 22 acres lays on the other side of the road. Situate as it is and being of such limited acreage, it is impossible to divide it into two parts to make either of the parts good for farm purposes, and there is nothing else that can be made of the land. To divide it undoubtedly would mean a great loss and injury to those entitled.

Examiner's special. I do not.

William F. Watson.

Test: M.B. Bordley.

Howard E. Price, the next witness of lawful age, produced on the part of the Plaintiff, being duly sworn and examined, deposes and says:-

1st. Int. State your name, age, residence and occupation?

Ans. My name is Howard E. Price, I am 49 yrs. of age, I reside in Centreville, Queen Anne's County, Md, and my occupation is farming and the management of real estate.

2nd. Int. Do you know the parties to this suit or any of them? If yes, state which of them how long you have known them and where each of them resides, and their respective ages?

Ans. I have known John Tilghman, the plaintiff, about 30 years, he at the present time is living on the Green Lots farm, in the third election district Queen Anne's County Md. J. Frank Harper, one of the defendants is about 49 yrs. old and resides in Centreville, Md. Pauline Tilghman, the infant defendant, I know of but do not know her exact age, but would say that she is about 19 yrs. old. I am sure she is under twenty one years of age, she resides with her mother on Kent Island, this County, so I have been reliably informed. John Tilghman is between sixty five and seventy years old.

3rd. Int. Were or not you acquainted with Anne T. Harper, late of Queen Anne's County Md. If yes, state whether she is living or dead and if dead, state when and where she died, and whether or not she left a last will and testament?

Ans. I was acquainted with Anne T. Harper, she is dead, she died at the Easton Hospital in Esaton, Md. some time in the early part of January, 1919. At the time of her death she was a resident of Queen Anne's County, Md. and I understand she did not leave any will.

4th. Int. Was or not the said Anne T. Harper, at the time of her death, seized and possessed of any real estate, if yes, describe the same as to location and give your judgment as to its value?

Ans. She died seized and possessed of a farm known as the Green lots farm, situate in Wright's Neck, in the third election district of Queen Anne's Co, Md. on both sides of the public road leading from the Centreville-Queenstown road into Wright's Neck, It adjoins the land of Frank W. Draper, Oliver Clark and others and contains about one hundred and twenty acres of land. In my opinion it is worth about six thousand dollars.

5th. Int. I now hand you a certified copy of the deed from John McK. Mitchell to Anna Tilghman Harper, marked Exhibit No. 1 which has been filed with the examiner. Please state whether or not the land described in this deed, is the same land referred to by you in your previous answer?

Ans. It is the same land.

6th. Int. State whether or not the said Anna T. Harper left a husband surviving her and who were her heirs at law to whom the said real estate descended?

Ans. She left no husband surviving her. James K. Harper who was her husband, died several years before she did. Her only heirs at law are, one brother, John Tilghman, the Plaintiff, and a niece Pauline Tilghman, the defendant who is a daughter and the only child of George Tilghman, a deceased brother of Anne T. Harper, George having died some years before Ann T. Harper's death. Anne T. Harper left no children or any descendants of a deceased child or children. Mrs. Harper never had and sisters and she only had two brothers, John Tilghman, and George Tilghman, whom I have just mentioned. John Tilghman and Pauline Tilghman are both unmarried.

7th. Int. State whether or not the real estate which you have mentioned and described is susceptible of partition among the parties entitled thereto, without material loss or injury to them or any of them and give your reasons for such as you may give.

Ans. In my opinion this farm cannot be divided among the parties interested, without loss and injury to them. The reason for my opinion is, that the farm is a very small one, and is not located so that it can be made of any value except as farm lands, so that it will have to be used for farm purposes, and as it lays on both sides of a public road about 20 acres of land without any buildings on it, being on one side of the road and the part that has the buildings on it having about 100 acres on the other side. To divide this farm into two parts so as to get relative values, would mean that the one that got the buildings would have but very

little land to go with them and the land going with them would not be acreage enough for farming purposes. Necessarily to divide this into two parts, would mean great loss and injury to both John Tilghman and Pauline Tilghman, the present owners of an undivided one half interest in said farm.

Examiner's special.

Ans. I do not.

Test: M.B.Bordley.

Howard E.Price.

J.Frank Harper, the next witness of lawful age, produced on the part of the plaintiff, being duly sworn and examined, deposes and says:-

1st.Int. State your name, residence and occupation.

Ans. My name is J.Frank Harper, I reside in Centreville, Queen Anne's County, Maryland, and my occupation is attorney at law.

2nd.Int. I now hand you the certified copy of a mortgage from Anne Tilghman Harper to William F.Watson, which is filed in this case marked Exhibit #2. Please state whether or not you are the assignee of this mortgage, and if so, what amount, if any, is now due and owing thereon.

Ans. I hold in my hand the certified copy of mortgage filed in this cause marked Exhibit #2, referred to in the interrogatory. I am the assignee of this mortgage, and am one of the defendants in this cause. This mortgage was assigned to me February 11th, 1919 by William F. Watson, the mortgagee, There is now due and owing on said Mortgage to me as the assignee and present holder thereof, the sum of twenty one hundred dollars, with interest thereon from January the second 1919, to the extent of which said amount of twenty one hundred dollars and interest this mortgage is an existing and outstanding lien upon the real estate mentioned and described in the Bill of Complaint filed in this cause.

Examiner's special.

I do not.

Test: M.B.Bordley.

J.Frank Harper.

There being no further witnesses to be examined and neither party desiring further time for the production of evidence, your examiner herewith respectfully makes his return together with the exhibits numbers one and two and certifies that he was engaged as such examiner two days and examined three witnesses makes costs chargeable to Plaintiff as follows:-

M.B.Bordley, Examiner.	\$8.00
Wm.F.Watson, Witness.	75
Howard E.Price, Witness.	75
	<u> </u>
	\$9.50

Respectfully submitted.

Madison B.Bordley . Examiner.

Agreement to submit for final decree, filed July 22nd, 1919.

John Tilghman, Plaintiff

vs.

Pauline Tilghman, Infant,
J.Frank Harper, Assignee
of Mortgage, Defendant.

In the Circuit Court for
Queen Anne's County, in Equity.
Chancery No. 2294.

It is hereby agreed that the papers in this cause be forthwith submitted to the Court for decree without argument.

Witness our hands this twentieth day of July, in the year nineteen hundred and nineteen.

Chas. E.Tucker,
Attorney for Plaintiff.

J.Frank Harper.
Attorney for defendants.

Decree for sale. filed July 23rd, 1919.

John Tilghman, Plaintiff.

vs.

J. Frank Harper, Assignee
of mortgage, Defendants.

In the Circuit Court

for Queen Anne's County,

in Equity,

Chancery No. 2294.

The above cause standing ready for hearing, and being submitted without argument, the Bill of Complaint, exhibits answers, testimony and all other proceedings were read and considered.

It is thereupon, this twenty third day of July, in the year nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, ADJUDGED, ORDERED AND DECREED that the real estate mentioned in the proceedings, in this cause be sold for the purpose of partition of the money arising from such sale among the parties according to their respective rights and interests therein; and that the same shall be sold free and clear of the mortgage thereon now held by J. Frank Harper as assignee, certified copy of which said mortgage is filed in said cause marked Exhibit No. 2, and that the lien of the said Assignee under said mortgage be and the same is hereby transferred to the proceeds of the sale of said real estate as though the same had arisen or been created by a sale of said real estate under said mortgage, and that the rights of the said assignee of said mortgage as a mortgagee in rem be protected in the distribution of the said proceeds of the sale of said real estate.

That Chas. E. Tucker and J. Frank Harper, of Queen Anne's County, State of Maryland, be and they are hereby appointed trustees to make said sale, and the course and manner of their proceedings shall be as follows:- They shall first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by themselves, with a surety or sureties to be approved by this Court or by the said Clerk, in the penalty of eight thousand dollars, (\$8000.00) conditioned for the faithful performance and execution of the trust reposed in them by this decree of which may be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three weeks previous notice by advertisements inserted in some newspaper published in Queen Anne's County, State of Maryland, and such other notice as they shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: one third of the purchase money for said real estate to be paid in cash on the day of sale, and the balance of the purchase money to be paid in two equal instalments in one and two years from the day of sale, with interest on each instalment from January first, nineteen hundred and twenty, the credit payment to be secured to the satisfaction of the said trustees, or the whole of the purchase money may be paid in cash at the option of the purchaser; and as soon as may be convenient after such sale, the said trustees 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 said sale annexed, and on ratification of such sale by this Court, and on the payment of the whole purchase money (and not before) the said trustees, by a good and sufficient deed, to be executed and acknowledged agreeably to law, shall convey the purchaser or purchasers of said property, and to his or her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them. And the said trustees shall bring into this Court the money arising from said sale, and the bonds, notes or other securities which may be taken for the same, to be disposed of under the direction of this

Court, after deducting therefrom the costs of this suit, and such commissions to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trusts.

Philemon B. Hopper.

Bond filed July 26th. 1919.

KNOW ALL MEN BY THESE PRESENTS, that we, Charles E. Tucker, and J. Frank Harper, of Queen Anne's County, State of Maryland, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of eight thousand dollars (\$8,000.00) current money of the United States, 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 successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty third day of July, in the year nineteen hundred and nineteen.

WHEREAS by a decree of the Circuit Court for Queen Anne's County, in Equity, bearing date the twenty third day of July in the year nineteen hundred and nineteen, and passed in a cause in said court wherein John Tilghman is plaintiff and Pauline Tilghman infant, and J. Frank Harper, assignee of mortgage, are defendants, being cause No. 2294 on the Chancery docket of said court, the above bounden Charles E. Tucker and J. Frank Harper have been appointed trustees to make sale of certain real estate in the proceedings in the said cause mentioned;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Charles E. Tucker and J. Frank Harper do and shall well and faithfully perform and execute the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue of law.

Charles E. Tucker, (SEAL)

J. Frank Harper. (SEAL)
UNITED STATES FIDELITY AND
GUARANTY COMPANY.

By Hartley Marshall.
Vice-President.

Attest: William J. McFeeley, Jr.
Asst. Secretary.

Signed, sealed and delivered
in the presence of:-
Geo. A. Whiteley.

Seal's Place.

And on the back of the foregoing Bond was thus endorsed, to wit:-

Security approved and Bond filed July 26th. 1919.

J. F. Rolph, Clerk.

Report of Sale filed Aug. 23rd. 1919.

In the Circuit Court for Queen Anne's County, in Equity.

John Tilghman,
Plaintiff.

vs.

Pauline Tilghman, Infant
J. Frank Harper, assignee
of mortgage, defendants.

To the Honorable, the Judges of said Court:-

The Report of Charles E. Tucker and J. Frank Harper, the Trustees appointed by the decree passed in the above cause on the twenty third day of July, nineteen hundred and nineteen, to make sale of certain real estate therein mentioned and described, to your Honors respectfully shows:-

That after giving bond with security for the faithful performance and execution of the trust reposed in them as required by said decree and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Centreville Observer and Centreville Record, two newspapers printed and published in Centreville, Queen Anne's County, State of Maryland, for more than three successive weeks before the day of sale, the said Charles E. Tucker, one of said trustees, did, pursuant to said notice, attend in front of the Court house door, in the town of Centreville, Queen Anne's County, State of Maryland, at the hour of one o'clock P.M. on Tuesday, the nineteenth day of August, nineteen hundred and nineteen (J. Frank Harper, the other of said trustees being unable to be present but being within easy telephonic call during all the time the sale herein reported was being conducted) and did then and there commencing at the said hour of one o'clock P.M. offer for sale at public auction the real estate described in said advertisement of sale, being the real estate decreed to be sold in the proceedings in the above cause, in the manner following, that is to say:- after reading said entire advertisement of sale, the said trustee offered at public sale to the highest bidder upon the terms set forth in said decree and in said advertisement, the aforesaid real estate, to wit; all that tract of land or farm whereon the late Anne Tilghman Harper resided at the time of her death, situate, lying and being in Wright's Neck, in the third election district of Queen Anne's County, Maryland, on both sides of the public road leading from the Centreville-Queenstown road into Wright's Neck, adjoining the lands of Frank W. Draper, Oliver C. Clark, Samuel C. Chance and the late Evelyn J. McKenney, and containing one hundred and twenty and five hundred and sixty six one-thousandths (120.566) acres of land, more or less; being the same land described in the deed from John McKenney Mitchell to Anne Tilghman Harper, dated January 2, 1917, and recorded in Liber W.F.W. No. 10, folios 45 etc. a land record book for said county, and sold the same to Thomas J. Keating and Lellie B. Keating his wife, as tenants by the entireties, who were then and there the highest bidder therefor, at and for the sum of seventy dollars and five cents (\$70.05) per acre, for the said one hundred and twenty and five and sixty six one-thousandths (120.566) acres of land, more or less, making the aggregate amount of the purchase price for the said tract of land or farm the sum of eighty four hundred and forty five dollars and sixty five cents (\$8445.65) Before offering said property for sale as aforesaid, said trustee announced that the said farm would be sold free, clear and discharged of the mortgage thereon now held by J. Frank Harper as assignee that the corn and tomato crops and all other crops pitched and growing upon said farm to be harvested during the present year were reserved. that all state and county taxes for the present year would be paid by the trustees out of the purchase money obtained for said farm; that the insurance on the buildings would be adjusted as of the day of sale; and that possession would be given January the first, nineteen hundred and twenty; the purchaser to have the usual rights accorded ingoing tenants. The said purchasers have paid unto your said trustees the sum of one thousand dollars on account of said purchase money, and has assured the said trustees that the terms of sale will be fully complied with on or before ratification of said sale.

Your trustee file herewith, marked Exhibit #1, as a part of this report, a certificate of the publication of the said advertisement of sale in the Centreville Observer, a newspaper published as aforesaid in Queen Anne's County aforesaid.

Chas. E. Tucker.

J. Frank Harper, Trustees.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this 23rd. day of August, in the year nineteen hundred and nineteen, before me, the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared Charles E. Tucker, and J. Frank Harper, trustees as aforesaid, and each made oath in due form of law that the matters and things stated in the foregoing report of sale are true and as therein set forth to the best of their knowledge and belief, and that the sale therein reported was fairly made.

J. F. Rolph,
Clerk of the Circuit Court for Queen
Anne's County.

Trustees' Sale of a valuable farm.

By virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed July 23, 1919, in the cause in the said Court wherein John Tilghman is the plaintiff and Pauline Tilghman, infant, et al, are defendants, being Cause No. 2294 on the Chancery Docket, the undersigned, the trustees appointed by said decree, will offer at public sale to the highest bidder in front of the Court House door in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, August 19th 19 commencing at the hour of 1 o'clock P.M. the following valuable real estate:- All that tract of land or farm known as the Green Lots Farm whereon the late Anna Tilghman Harper resided at the time of her death, situate in Wright's Neck, in the Third election district of Queen Anne's County, Maryland, on both sides of the public road leading from the Centreville-Queenstown road into Wright's Neck adjoining the lands of Frank W. Draper, Oliver C. Clark, Samuel C. Chance, and the late Evelyn J. McKenney, and containing 120 acres and five hundred and sixty six one-thousandths (120.566) of an acre of land, more or less, being the same land described in the deed from John McK. Mitchell to Anne Tilghman Harper, dated January 2, 1917, and recorded in Liber W.F.W. No. 10 folios 45 etc. a land record book for said county. This farm has a very desirable location within about four miles of Centreville, and within less than one mile of the State Road leading from Centreville to Queenstown. The soil is of good quality and is well adapted to the growth of wheat, corn, tomatoes, truck of all kinds and grass. The improvements consist of a two story frame dwelling house, barn and stable, cow stable, carriage house, corn house and other buildings.

Terms of Sale as prescribed by the decree. One-third of the purchase money to be paid in cash on the day of sale, and the balance of the purchase money to be paid in two years respectively from the day of sale, with interest on each instalment from January 1st. 1920, the credit payments to be secured to the satisfaction of the undersigned trustees; or the whole of the purchase money may be paid in cash, at the option of the purchaser.

Further particulars made known on the day of sale.

George A. Whiteley, Auctioneer.

Charles E. Tucker,
J. Frank Harper,

Trustees.

The Centreville Observer.

Centreville, Md. Aug. 25. 1919.

The Centreville Observer Publishing Co, hereby certifies that the trustees' Sale of real estate in the case of Chas. E. Tucker, and J. Frank Harper, Trustee, Tilghman, vs. Tilghman, Cause # 2294, a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks, the last insertion being before the 19th. day of August, in the year 1919.

The Centreville Observer Publishing Co.

S. Chas. Walls, Secy

Filed Aug. 23, 1919. ORDER NISI.

NISI.

John Tilghman

vs.

Pauline Tilghman, Infant.
J. Frank Harper, Assignee
of Mortgage.

In the Circuit Court

for Queen Anne's County,

In Equity.

Chancery No. 2294.

ORDERED, this 23rd. day of August, A. D. 1919, that the sale of the real estate made and reported in this cause by Charles E. Tucker and J. Frank Harper, trustees be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd day of November, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 1st. day of October next.

The report states the amount of sales to be \$8445.65

Filed Aug. 23rd. 1919.

J. F. Rolph, Clerk.

Certificate of Publication of Order Nisi filed Nov. 11th. 1919.

ORDER NISI.

John Tilghman,

vs.

Pauline Tilghman, Infant,
J. Frank Harper,
Assignee of mortgage.

In the Circuit Court

for Queen Anne's County,

in Equity.

Chancery No. 2294.

Ordered, this 23rd. day of August, A. D. 1919, that the sale of the real estate made and reported in this cause by Charles E. Tucker and J. Frank Harper, trustees, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 3rd. day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 1st. day of October next. The report states the amount of sales to be \$8445.65

J. F. Rolph, Clerk.

True copy Test: J. F. Rolph, Clerk.

The Centreville Observer.

Centreville, Md. Nov. 11th. 1919 .

The Centreville Observer Publishing Co, hereby certifies that the Order Nisi in the case of John Tilghman vs. Pauline Tilghman, Infant, a true copy of which is hereto annexed, was inserted in the Centreville Observer, a weekly newspaper printed and pub-

lished at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 1st. day of October, in the year 1919.

Centreville Observer Publishing Co.

Filed Nov. 11th. 1919.

By W.J. Price, Jr.

Final Order of Ratification.

FINAL ORDER OF RATIFICATION.

John Tilghman, Plaintiff.

vs.

Pauline Tilghman, Infant,
J. Frank Harper, Assignee of Mortgage
Defendants.

In the Circuit Court

for Queen Anne's County, in
Equity.

Cause No. 2294.

Ordered this eleventh day of November, in the year nineteen hundred and nineteen by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale of the real estate in the proceedings in the above cause mentioned and described made by Charles E. Tucker and J. Frank Harper, trustees in the above cause, and reported by them in the foregoing report of sale, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appeared to have been given as directed by the preceding Order of ratification Nisi passed in said cause on the twenty third day of August, in the year nineteen hundred and nineteen, and the said trustees are allowed the usual commission for the sale of real estate, and all expenses not personal upon producing the vouchers therefor before the Auditor; and the proceedings in the cause are referred to the auditor to state an audit of the proceeds of sale.

Philemon B. Hopper.

Filed November 12th. 1919.

Assignments of John Tilghman to Charles E. Tucker and J. Frank Harper, Trustees of his share of the net proceeds of the sale of the real estate in the above cause, to the extent of \$1,200.00, \$200.00 and \$250.00 respectively. Filed May 23rd. 1920.

John Tilghman, Plaintiff.

vs.

Pauline Tilghman, infant,
J. Frank Harper, Assignee
of mortgage, Defendants.

In the Circuit Court for
Queen Anne's County, in
Equity.

Cause No. 2294.

In consideration of the sum of twelve hundred dollars (\$1,200.00) this day paid to me by Charles E. Tucker and J. Frank Harper, trustees in the above cause, the receipt of which is hereby acknowledged, I, John Tilghman, of Queen Anne's County, State of Maryland, do hereby assign, transfer and set over unto the said Charles E. Tucker and J. Frank Harper, trustees as aforesaid, my share or proportion of the net proceeds of the sale of the real estate made by the said Charles E. Tucker and J. Frank Harper, trustees as aforesaid, under the decree of sale passed in the above entitled cause No. 2294 in the Circuit Court for Queen Anne's County, in Equity, to which I am entitled as one of the heirs at law of my deceased sister, Anne Tilghman Harper, and which I am entitled to have awarded to me in the audit to be filed in said cause distributing said proceeds of said sale, to the extent and for the amount of the said sum of twelve hundred dollars (\$1,200.00) with

interest from the date of this assignment, hereby retaining unto and for myself the remainder of my aforesaid share or proportion of the said net proceeds of the sale of said real estate.

Witness my hand and seal this twenty seventh day of December, in the year nineteen hundred and nineteen:-

Test: T. Frank Seward.

John Tilghman. (SEAL)

John Tilghman, Plaintiff

Vs.

Pauline Tilghman, infant,
J. Frank Harper, assignee
of mortgage. Defendants.

In the Circuit Court
for Queen Anne's County,
in Equity .
Cause #2294.

In consideration of the sum of two hundred dollars (\$200.00) this day paid to me by Charles E. Tucker and J. Frank Harper, trustees in the above cause, the receipt of which is hereby acknowledged, I, John Tilghman, of Queen Anne's County, State of Maryland do hereby assign, transfer and set over unto the said Charles E. Tucker and J. Frank Harper, trustees as aforesaid, my share or proportion of the net proceeds of the sale of the real estate made by the said Charles E. Tucker and J. Frank Harper, trustees as aforesaid, under the decree of sale passed in the above entitled cause No. 2294, in the Circuit Court for Queen Anne's County, in Equity, to which I am entitled as one of the heirs at law of my deceased sister, Anne Tilghman Harper, and which I am entitled to have awarded to me in the audit to be filed in said cause distributing said proceeds of said sale, to the extent and for the amount of the said sum of two hundred dollars (\$200.00) with interest from the date of this agreement, hereby retaining unto and for myself the remainder of my aforesaid share or proportion of the said net proceeds of the sale of said real estate.

Witness my hand and seal this May 10th. day of 1920 in the year nineteen hundred and twenty:-

Test: Wm. W. Yates.

John Tilghman. (SEAL)

John Tilghman Plaintiff

Vs.

Pauline Tilghman, infant
J. Frank Harper, assignee
of mortgage. Defendants.

In the Circuit Court for
Queen Anne's County, in Equity.
Cause # 2294.

In consideration of the sum of two hundred and fifty dollars (\$250.00) this day paid me by Charles E. Tucker and J. Frank Harper Trustees in the above cause, the receipt of which is hereby acknowledged, I, John Tilghman, of Queen Anne's County, State of Maryland, do hereby assign, transfer and set over unto the said Charles E. Tucker and J. Frank Harper, trustees as aforesaid, my share or proportion of the net proceeds of the sale of the real estate made by the said Charles E. Tucker and J. Frank Harper, trustees as aforesaid, under the decree of sale passed in the above entitled cause No. 2294 in the Circuit Court for Queen Anne's County, in Equity, to which I am entitled as one of the

heirs at law of my deceased sister, Anne Tilghman Harper, and which I am entitled to have awarded me in the audit to be filed in said cause distributing said proceeds of said sale, to the extent and for the amount of the said of the said sum of two hundred and fifty (\$250.00) with interest from the date of this assignment, hereby retaining unto and for myself the remainder of my aforesaid share or proportion of the said net proceeds of the sale of the said real estate.

Witness my hand and seal this fourteenth day of May, in the year nineteen hundred and twenty:-

John Tilghman. (SEAL)

Test: James H. Sparks.

Report and Account of the Auditor. filed Aug. 19th. 1920.

In the Circuit Court for Queen Anne's County, in Equity .

John Tilghman

Chancery Docket

versus

Cause No.

Pauline Tilghman et al.

2294.

To the Honorable, the Judges of said Court:-

The report of Madison Brown, Auditor, unto your Honors respectfully sets forth:- That he has stated the within account by first charging Charles E. Tucker and J. Frank Harper, the trustees of the above cause, with the gross proceeds of the sale made by them, and then by allowing them thereout the commissions on said sale, per rule of this court, the costs of the cause, per bill made out by Clerk of this Court, auctioneer and advertising charges incident to sale, taxes paid by them on land sold, the costs of their bond and the amount paid to J. Frank Harper, assignee defendant, in payment of the mortgage held by him on land sold at time of sale, and auditor's fee. The residue left after these allowances is then divided into two parts of equal amount, one of which is distributed in part to the assignees of John Tilghman, plaintiff, and in part to him, and the other of which is distributed in part to assignees of Pauline Tilghman, defendant owner of land, and in part to her.

Respectfully submitted,

Madison Brown, Auditor.

The Proceeds of the sale of the real estate of John Tilghman and Pauline Tilghman heirs at law of Anne Tilghman Harper, late of Queen Anne's County, deceased, in account with Charles E. Tucker and J. Frank Harper, trustees of the sale of said real estate.

Cr.

1919.

August 19 By gross proceeds of sale of said real estate,
per report of sale filed, to wit:-

\$8445.65

Dr.

" " To Charles E. Tucker and J. Frank Harper, for their
commissions for making said sale,
per rule of court, to wit:-

\$382.83

To do, for the court costs of this cause, per bill
of costs made by Clerk, as follows:

Costs of J. F. Rolph, Clerk.	\$38.75
Appear. fee of C. E. Tucker,	10.00
Appear. fee of J. F. Harper,	10.00
Fee of S. Tilghman, Guar. ad litem,	4.00

Costs of S.Pry, Sheriff,	.80	
Costs of M.B.Bordley, Examiner,	8.00	
Costs of witness before examiner	<u>1.50</u>	\$73.05
To do for the costs of their bond filed in this cause with corporate surety thereon paid said surety, for 2 years, per two receipts for same, to wit:-		40.00
To do. for the costs of advertising notice of sale and order nisi thereon in Centreville Observer, per receipted account.		33.00
To do, for costs of advertising notice of sale in Centreville Record, per receipted account for same, to wit:		29.25
To do, for costs of advertising order nisi to be passed as to this report and account:-		3.00
To do, for state and county taxes for year 1919 on land sold, per receipted statement for same, to wit:		83.16
To do, amount of charges of auctioneer for selling said real estate, to wit:		25.00
To do, for amount paid J.F.Harper, assignee of mortgage mentioned in this cause, in full of principal \$2100.00 and interest from Jan.2, 1919, to Jan.31, 1920, per paid check of trustees filed with auditor.		2336.50
To Madison brown, Auditor, for stating this account, to wit:-		9.00
To balance, to wit:	5530.86	
	<u>\$8445.65</u>	\$8445.65

Cr.

By amount brought forward, to wit. \$5530.86

Distribution of that one half part of of above balance or net proceeds of the sale to which John Tilghman was originally entitled:

To John Tilghman, use of Charles E. Tucker, and J. Frank Harper, per assignment filed May 23, 1920, and dated December 27, 1919, to wit:-		\$1200.00
To John Tilghman, use of Charles E. Tucker and J. Frank Harper, per assignment filed May 10, 1920, to wit:		200.00
To John Tilghman, use of Charles E. Tucker and J. Frank Harper, per assignment filed May 23, 1920, and dated May 14, 1920, to wit:		250.00
To John Tilghman, residue of said one-half part of said balance, to wit:	1115.43	<u>\$1115.43</u>

Distribution of that one-half part of above balance or net proceeds of the sale to which Pauline Tilghman was originally entitled:

To Pauline Tilghman, use of Charles E. Tucker, and J. Frank Harper, per their paid check to her advanced on account of her said half and filed with the auditor, to wit:		125.00
To Pauline Tilghman, residue of said one-half, to wit:	2640.43	<u>2765.43</u>

August 20, 1920.

Madison Brown,
Auditor.

NISI RATIFICATION OF AUDIT.

John Tilghman

Vs.

Pauline Tilghman, infant.
J. Frank Harper, assignee
of Mortgage,In the Circuit Court
for Queen Anne's County,
in Equity.

Case No. 2294.

ORDERED, this 19th. day of Aug, in the year nineteen hundred and twenty, that the report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th. day of September, 1920, provided a copy of this order be published once a week in each of two successive weeks before the 6th. day of September, 1920. in some newspaper printed and published in Queen Anne's County.

J.F. Rolph, Clerk.

Filed Aug. 19th. 1920.

True copy. Test. J.F. Rolph, Clerk.

Certification of Publication of
Nisi Ratification of Audit. Filed Sept 7th. 1920.

NISI RATIFICATION OF AUDIT.

John Tilghman,

vs.

Pauline Tilghman, Infant,
J. Frank Harper, assignee
of Mortgage.

In the Circuit Court

for Queen Anne's County,

in Equity, Case No. 2294.

Ordered, this 19th day of August, in the year nineteen hundred and twenty, that the Report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th. day of September, 1920, provided a copy of this order be published once a week in each of two successive weeks before the 6th. day of September, 1920, in some newspaper printed and published in Queen Anne's County.

J.F. Rolph, Clerk.

Filed August 19th. 1920.

True Copy, Test: J.F. Rolph

THE CENTREVILLE RECORD.

Centreville, Md. Sept. 6th. 1920.

The Centreville Record Publishing Co, hereby certify that the annexed nisi ratification of Audit in the case of John Tilghman vs. Pauline Tilghman, infant, J. Frank Harper Assignee of mortgage, a true copy of which is hereby annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 6th. day of September, in the year 1920.

The Centreville Record Publishing Co.

By E.H. Brown, Jr.

Final Order Ratifying Audit..

John Tilghman.

vs.

Pauline Tilghman, Infant,
J. Frank Harper, assignee
of Mortgage.

In the Circuit Court

for Queen Anne's County,

in Equity.

Cause No. 2294.

Ordered this eighteenth day of September, in the year nineteen hundred and twenty by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, that the foregoing account and report of Madison brown auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that due notice has been given as required by the conditional order of ratification passed in this cause on the nineteenth day of August, in the year nineteen hundred and twenty.

The trustees are hereby directed to apply the proceeds of the sale in accordance with the said foregoing report and account and to pay to the several persons the respective amounts therein awarded to them, with due proportion of interest received or that may be received.

Filed Sept. 20th. 1920.

Philemon B. Hopper.

No. 2295.

QUEEN ANNE'S COUNTY, TO WIT: be it remembered that on the eighteenth day of June, in the year nineteen hundred and nineteen, the following Bill Of Complaint was filed for record, to wit:-

Mary A. Dodson.

Vs.

Robert S. Dodson and
Ethel W. Dodson, his wife.

In the Circuit Court

for Queen Anne's County,

In Equity.

To the Honorable, the Judges of said Court:-

Your Oratrix, complaining, says:-

1. That your Oratrix and a certain Robert S. Dodson, of Talbot County, now temporarily of Baltimore City, whose wife is Ethel W. Dodson, and who resides at St. Michael's, Talbot County, Maryland are seized in fee simple, in equal shares, as tenants in common, of a farm or plantation situate, lying and being in the Third election district of Queen Anne's County, Maryland, on the road leading from Centreville to Queenstown, composed of parts of tracts of land called "Jamaica Addition", "Smithfield Adventure", "Lexon", "Smithfield Addition" and "Smithfield Addition Enlarged", now reduced to one tract known as the Church Farm, containing two hundred and eighty four acres, twenty seven perches of land, more or less. Being the same land described in a deed from J. W. Perry. Com. to Mary A. Dodson et al dated 26th. of July 1894, and recorded in Liber W. H. C. No. 1, folio 361 of the land records of said County.
2. That the said real estate is not susceptible of partition, without material loss or injury to the parties entitled to interests therein, as above stated, and in order to make division of said interests it will be necessary that the said real estate be sold and the proceeds thereof divided among the parties, according to their respective interests.

TO THE END, THEREFORE;

(a) That a decree may be passed for the sale of said real estate.

(b) That the proceeds of said sale may be distributed between your Oratrix and the said Robert S. Dodson and Ethel W. Dodson, his wife, according to their respective rights and interests.

(c) That your Orator may have such other and further relief as her case may require.

MAY IT PLEASE your Honors to grant unto your Oratrix the writ or Subpoena, directed to the said Robert H. Dodson, who now resides in Baltimore City, and Ethel W. Dodson, who resides at Saint Michael's, Talbot County, Maryland, both of whom are adults, commanding them to be and appear in this Court on some certain day to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound. etc.

Seth & Shehan.

Solicitors for Plaintiff.

Subpoena filed June 28th. 1919.

Queen Anne's County, to wit:-

The State of Maryland.

To Robert S. Dodson, of Baltimore City, Greeting:-

You are hereby commended, that all excuses set aside, you be and appear before

the Circuit Court for Queen Anne's County, as a Court of Equity, at CentReville, in said County, on the first Monday of July next, to answer the complaint of Mary A. Dodson against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable, Wm.H. Adkins, Chief Judge of our said Court, the first Monday of June, 1919.

Issued the 19th. day of June, in the year 1919.

J.F. Rolph, Clerk.

And on the back of the foregoing subpoena was thus endorsed, to wit:-

Summoned. Thomas F. McNulty, Sheriff. June 26th. 1919.

Subpoena filed June 30th. 1919.

Queen Anne's County, to wit:-

The State of Maryland.

To Ethel W. Dodson of Talbot County, Greeting:-

You are hereby commanded, that all excuses set aside, you be and appear before the Circuit Court for Queen Anne's County, as a Court of Equity, at Centreville, in said County, on the first Monday of July, next, to answer the complaint of Mary A. Dodson against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril.

Witness the Honorable, Wm.H. Adkins, Chief Judge of our said Court the first Monday of June, 1919.

Issued the 18th. day of June, in the year 1919.

J.F. Rolph, Clerk.

And on the back of the foregoing subpoena was thus endorsed, to wit:-

Served by reading within writ to Deft.

Filed June 30th. 1919.

James R. Stitchberry

Shiff Talbot Co.

Answer filed July 22-1919.

Mary A. Dodson.

vs.

Robt. Dodson
and Ethel W. Dodson. his wife.

In the Circuit Court for
Queen Anne's County,
in Equity.

To the Honorable, the Judge of said Court:-

The joint and several answer of Robt. Dodson and Ethel W. Dodson his wife, in the above cause, to the Bill of Complaint of Mary A. Dodson versus them.

The Defendant, answering, says:-

(1) That they admit the several matters as stated and charged in paragraphs one and two of said Bill Of Complaint to be true as therein stated, and consent to the passage of a decree for sale of land described therein for partition as prayed by the bill. And the respondent resp'y. prays the Court to appoint Robert Dodson one of the trustees to make sale, he, the said Robert Dodson owning and representing one-half interest in

said farm.

And as in duty bound etc.

Robt. Dodson.

Answer filed July 26th.1919.

Mary A. Dodson

vs.

Robt. Dodson
and Ethel W. Dodson, his wife.

In the Circuit Court

for Queen Anne's County.

In Equity.

To the Honorable, the Judge of said Court:-

The joint and several answer of Robert Dodson and Ethel W. Dodson, his wife, in the above cause to the Bill of Complaint of Mary A. Dodson, versus them

The defendant answering, says:-

(1) That they admit the several matters as stated and charged in paragraphs one and two of said Bill of Complaint to be true as therein stated and consent to the passage of a decree for sale of land described therein for partition as prayed by the Bill.

And these respondents respectfully pray the Court to appoint Robt. Dodson, one of the trustees to make sale of said land, he the said Robt. Dodson, owning and representing an undivided moiety in said farm.

And as in duty bound etc.

Robt. W. Dodson.

and Ethel W. Dodson,
per Robt Dodson, attorney.

Replication filed July 29th.1919.

Mary A. Dodson

vs.

Robert S. Dodson and
wife.

In the Circuit Court

for

Queen Anne County. in Equity.

Mary A. Dodson, plaintiff in this case, by Seth, Shehan & Marshall, her attorneys, for replication to the answers of Robert S. Dodson and Ethel W. Dodson, his wife, filed in this case, the plaintiff says:-

That she joins issue in the matters and things alleged in the said answers and each of them in so far as the same may be taken to deny or to avoid the allegations of the Bill of Complaint.

Seth, Shehan & Marshall.
Attorneys for plaintiff.

Certificate as to valuation filed July 29th.1919 .

Mary A. Dodson

vs.

Robert S. Dodson, and wife.

In the Circuit Court

for Queen Anne County,

in Equity.

STATE OF MARYLAND, QUEEN ANNE COUNTY, TO WIT:-

I hereby certify that on this day of July, A.D. 1919 before me the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne County aforesaid, personally appeared J Fletcher Rolph, and made oath in due form of law that he is a resident of Queen Anne County, and that he is acquainted with and has known for many years the farm mentioned in these proceedings, and that to the best of his knowledge, belief and judgment said farm is worth about \$15000.00; that the tract of land comprises one farm and is not susceptible of partition or division without loss or injury to the persons entitled. There is but one set of buildings and the farm could not be well divided into parcels and sold or divided among the parties of the suit.

J.F.Rolph.

Subscribed and sworn the day and year first above written.

Witness my hand and Notarial seal.

Notary
Public
Seal.

N.Lucille Bailey.

Certificate as to valuation filed Ju.y 29th.1919.

Mary A.Dodson

vs.

Robert S.Dodson and wife.

In the Circuit Court
for Queen Anne County,
in Equity.

State of Maryland, Queen Anne County, to wit:-

I hereby certify that on this day of July, A.D. 1919 before me the subscriber a Notary Public of the State of Maryland, in and for Queen Anne County aforesaid personally appeared W.Hopper Gibson and made oath in due form of law that he is a resident of Queen Anne County, and that he is acquainted with and has known for many years the farm mentioned in these proceedings, and that to the best of his knowledge, belief and judgment said farm is worth about \$15000.00 that the tract of land comprises one farm and is not susceptible of partition or division without loss or injury to the persons entitled. There is but one set of buildings and the farm could not be well divided into parcels and sold or divided among the parties of the suit.

W.Hopper Gibson.

Subscribed and sworn the day and year first above written.

Witness my hand and Notarial seal.

Notary
Public
Seal.

N.Lucille Bailey.

DECREE filed Aug. 25th.1919.

DECREE IN THE CIRCUIT COURT FOR TALBOT COUNTY.

Mary A.Dodson

vs.

Robert S.Dodson
and wife.

In the Circuit Court for
Queen Anne's County, in Equity.
Cause No.

The above cause standing ready for hearing, and being submitted without argument and all the other proceedings were read and considered. It is thereupon, this 30th. day of July, in the year nineteen hundred and nineteen by me, William H. Adkins one of the Judges of the Circuit Court for Queen Anne County, sitting as a Court of Equity, and by the authority of this Court, adjudged, ORDERED AND DECREED that the lands and premises mentioned and described in the proceedings in the above entitled case be sold. That W. Mason Shehan be and he is hereby appointed trustee to make said sale, and the vourse and manner of his proceedings shall be as follows: he shall first file with the Clerk of the Circuit Court for Talbot County, a bond to the State of Maryland executed by himself, with surety or sureties to be approved by this Court, or the said Clerk, in the penalty of twenty thousand dollars conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by and future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks previous notice by advertisement, inserted in some newspaper printed and published in Queen Anne County, State of Maryland, and such other notice as he shall think proper, of the time, place manner and terms of sale, which terms shall be as follows: $\frac{1}{3}$ cash on the day of sale, $\frac{1}{3}$ in six months and $\frac{1}{3}$ in twelve months or all cash at the option of the purchaser or purchasers. Deferred payments to bear interest from day of sale and to be secured to the satisfaction of the 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 said sale or sales annexed; and on the ratification of such sale or sales by this Court, and on the 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 and estate to him, her or them sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of the. And the said trustee shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

W.H. Adkins,

Bond filed Aug. 25, 1919.

No. 22607.

KNOW ALL MEN BY THESE PRESENTS: that we, William Mason Shehan, of Talbot County, State of Maryland, as principal and the Globe Indemnity Company of New York, a body corporate, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of twenty thousand dollars, to be paid to the State of Maryland, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this first day of August, A.D. 1919.

WHEREAS, the above bounden, William Mason Shehan, was on the 30th. day of July, A.D. 1919, by a decree of the Circuit Court for Queen Anne County, passed in a case wherein Mary A. Dodson, is plaintiff and Robert S. Dodson and wife are defendants, and being case No.

2295 Chancery, appointed trustee to sell the lands and premises and real estate mentioned and described in said case.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden William Mason Shehan, do and shall well and truly perform the trust reposed in him by the said decree, or that may be reposed in him by any future decree or order in the premises then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

In testimony whereof the above bounden William Mason Shehan has hereunto set his hand and seal, and the said body corporate has caused this bond to be signed by Joseph B. Seth, its attorney, and its corporate seal to be attached thereto by G. Elbert Marshall, its attorney, and attested by him, the day and year first above written.

Wm. Mason Shehan. (SEAL)

Globe Indemnity Company.
By Joseph B. Seth.
Attorney in fact.

Test: Seal's
Place

G. Elbert Marshall, Attorney in fact.

And on the back of the foregoing bond was thus endorsed, to wit:-

Bond with security approved filed Aug. 25/1919, J. F. Rolph, Clerk.

Filed Aug 26th. 1919, Power of attorney to issue bond.

POWER OF ATTORNEY.

GLOBE INDEMNITY COMPANY.
Home Office, New York, N. Y.

KNOW ALL MEN BY THESE PRESENTS: that the Globe Indemnity Company by K. R. Owen, its Vice-President, in pursuance of authority granted by Section 1, Article IX of the By-laws of said Company, a copy of which section is hereto attached, does hereby nominate, constitute and appoint Joseph B. Seth, William Mason Shehan, G. Elbert Marshall and Edna V. Killen, all of the City of Easton, State of Maryland its true and lawful agents and attorneys in fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings in penalties not exceeding fifty thousand (\$50,000.00) dollars each in its business of guaranteeing the fidelity of persons holding places of public or private trust, and in the performance of contracts other than insurance policies and executing and guaranteeing bonds or other undertakings required or permitted in all actions or proceedings or by law required or permitted; AND ALSO bonds and undertakings of suretyship for administrators, executors, guardians, conservators, trustees, receivers, committees of incompetents, assignees and commissioners for the Sale of Property required to be given by any Statute, order or decree of any Court in the State of Maryland, or in bankruptcy proceedings under the bankrupt act of the United States. All such bonds and undertakings as aforesaid may be signed for the Company by either the said Joseph B. Seth or William Mason Shehan and attested and the seal of the Company thereto attached by either G. Elbert Marshall or Edna V. Killen, and further, all such bonds and undertakings as aforesaid may be signed for the Company and the seal of the Company thereto attached by the said Joseph B. Seth jointly with William Mason Shehan, as occasion may require. And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said company as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regular elected officers of the Company at

its office in New York City, State of New York, in their own proper persons.

In witness whereof the said K.R.Owen, Vice-President, has hereunto subscribed his name and affix the corporate seal of the said Globe Indemnity Company this 9th. day of July, 1919.

(Signed) K.R.Owen,
Vice-President .

State of New York,
County of New York, SS.

On this 9th. day of July, A.D. 1919 before the subscriber, a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified came K.R.Owen, Vice-President, of the Globe Indemnity Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate seal of said Company, and the said corporate seal and his signature as officer was duly affixed and subscribed to the said instrument by the authority and direction of the said corporation.

In testimony whereof, I have hereunto set my hand and affixed my Official seal at the City of New York, the day and year first above written.

(Signed) A.H.Clark.
Notary Public.

Notarial Seal.

Extract from By-Laws of the Globe Indemnity Company, adopted by the directors of said Company on May 29th. 1912. Article IX, Section 1. The President, any Vice-President or the general Manager and Secretary, shall have power and authority to appoint resident Vice-Presidents, resident Assistant Secretaries and Attorneys in fact, and to authorize them to execute on behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

I, K.R.Owen, Vice-President of the Globe Indemnity Company, hereby certify that the foregoing is a true copy of Section 1, Article IX of the By-Laws of said Company, and is still in force.

In testimony whereof, I have hereunto subscribed my name as Vice-President, and affixed the corporate seal of the Globe Indemnity Company, this 9th. day of July, A.D. 1919.

(Signed) K.R.Owen.
Vice-President.

(SEAL)

Internal Revenue Tax paid on Original.

I, A.M.Clark, Assistant Secretary of the Globe Indemnity Company, hereby certify that the foregoing is a true and correct copy of Power of Attorney issued on the 9th. day of July, 1919, on behalf of Joseph B. Seth, William Ma on Shehan, G. Elbert Marshall and Edna V. Killen, all of the City of Easton, State of Maryland, and that the said is still in force.

In testimony whereof, I have hereunto subscribed my name as Assistant Secretary and affixed the Corporate Seal of the Company this 9th. day of July, A.D. 1919.

A.M.Clark.
Assistant Secretary.

Subscribed and sworn to before
me this 9th. day of July, 1919.
T.J.Savage.

Notary
Public
Seal.

Seal's
Place.

Report of Sale filed Aug.28th.1919.

Mary A.Dodson	(	In the Circuit Court
vs.	)	for Queen Anne's County.
Robert S.Dodson and wife.	(	In Equity.
)	

To the Honorable, the Judge of the Circuit Court for said County:-

The report of William Mason Shehan, trustee, under and by virtue of appointment in a decree of the Circuit Court for Queen Anne's County, dated the 30th day of July, 1919, in the aforesaid cause, shows that after giving bond, with security, for the faithful discharge of the trust, and having given twenty one days notice of the time, place, manner and terms of sale, by advertisement in the Centreville Observer and Centreville Record two papers printed in Talbot County, he did, pursuant to said notice, attend the place of sale on the 26th day of August, in the year nineteen hundred and nineteen at 1.15 o'clock P.M. and then and there proceeded to sell the property mentioned in said decree, advertisement and in the proceedings in said cause, to wit:- All and singular that farm or plantation situate, lying and being in Queen Anne's County, Maryland, on the public road branching at Hibernia from Centreville-Queenstown road, running into Corsica Neck, and on the public road leading from Centreville to Queenstown, called and known as the Church Farm, containing two hundred and eighty four acres, and twenty seven perches of land, more or less, and being the same lands that were conveyed unto Mary A. Dodson and others by deed from John W. Perry, Commissioner, dated the 26th day of July 1894, and recorded among the land record books for Queen Anne's County, in Liber W.H.C.No.1, folio 361 And sold the same to Murphy & Hayes Company, a body corporate, it being then and there the highest bidder therefor, at the sum of seventy three dollars and fifty cents per acre amounting to twenty thousand, eight hundred and eighty six dollars and forty cents, and the said purchaser has complied with the terms of sale, by paying in cash (\$6,000) six thousand dollars, and tendering it's self as ready to fully comply with the terms of sale upon the ratification thereof.

Respectfully submitted,

Wm. Mason Shehan.

Filed Aug.29th.1919.

Trustee.

State of Maryland, Talbot County, SCT:-

On the 27 day of August, A.D.1919, personally appeared before me, a Justice of the Peace of the State of Maryland, in and for Talbot County, William Mason Shehan, trustee named in the above report of sale, and made oath, in due form of law, that the matter and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale was fairly made.

Witness my hand and Notarial Seal.

Notary
Public
SEal.

Edna V. Killen, (SEAL)
Notary Public.

Certificate of publication of advertisement of Sale, filed Oct.29th 1919.

Trustees' sale of valuable real estate, in Queen Anne's County..

Under and by virtue of power and authority contained in a decree of the Circuit Court for Queen Anne's County, dated the 30th day of July, A.D. 1919, in a cause wherein Mary A. Dodson is complainant and Robert S. Dodson and wife are defendants, and being Chancery Case No. 2295, the undersigned trustee, appointed by said decree, will offer for public sale in front of the Court House door, in the town of Centreville, Queen Anne's County, Maryland, on Tuesday, Aug. 26, 1919 between the hours of 1 and 2 o'clock P.M. all and singular that valuable farm or plantation situated in Queen Anne's County, Maryland, on the public road branching at Hibernia from Centreville-Queenstown road running into Corsica Neck, and on the public road leading from Centreville to Queenstown called and known as Church Farm containing 284 acres and 27 perches of land, more or less, and being the same lands that were conveyed by deed from John W. Perry commissioner, dated the 26th day of July, 1894, and recorded among the land records of said county in Liber W.H.C. No. 1, folio 361. This is a fine farm, located within two miles of Centreville, near the State Road, and will make a desirable home or investment. TERMS OF SALE- One-third cash on day of sale, one third in six months and one-third in twelve months, or all cash at option of purchaser or purchasers; deferred payments to bear interest from day of sale, and to be secured to the satisfaction of undersigned trustee. Title papers at expense of purchaser.

Geo. A. Whiteley, Auct.

William Mason Shehan. Trustee

Centreville, Md. Oct. 29, 1919.

I hereby certify that the advertisement of the real estate in the case of Dodson vs. Dodson Chy. 2295, a true copy of which is hereto annexed was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland once a week for four successive before the 26 day of August, 1919.

E. H. Brown, Jr.
For the Centreville Record.

ORDER NISI, filed Aug. 28th .1919.

NISI.

Mary A. Dodson

vs.

Robert S. Dodson and wife.

In the Circuit Court
for Queen Anne's County,
in Equity.
Chancery No.

ORDERED, this 28th day of Aug. A.D. 1919, that the sale of the real estate made and reported in this cause by Wm. Mason Shehan, Trustee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd. day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 3rd. day of October next.

The report states the amount of sales to be \$20,886.40.

J. F. Rolph, Clerk.

Filed Aug. 28th. 1919.

Certificate of Publication of Order Nisi, filed Oct. 29th. 1919.

ORDER NISI.

Mary A. Dodson

vs.

Robert S. Dodson, and wife.

In the Circuit Court for
Queen Anne's County, in Equity.

Chancery No. 2295.

Ordered, this 28th. day of August, A.D. 1919, that the sale of the real estate made and reported in this cause by Wm. Mason Shehan, trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd. day of November next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 3rd. day of October next. The report states the amount of sales to be \$20,886.40

J.F. Rolph, Clerk.

Filed August 28th, 1919.

True copy Test: J.F. Rolph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. Oct. 29, 1919.

The Centreville Record Publishing Co, hereby certifies that the Order nisi in the case of Dodson vs. Dodson, Chy. No. 2295 a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 3rd. day of Oct in the year 1919.

The Centreville Record Publishing Co.

By E.H. Brown, Jr.

Binal Order Ratifying sale filed Nov. 12th. 1919.

Mary A. Dodson

vs.

Robert S. Dodson and wife.

In the Circuit Court for
Talbot County, in Equity,

Ordered, this 12th. day of November, A.D. 1919, by me, William H. Adkins, one of the Judges of the Circuit Court for Talbot County, sitting in Equity, and by the authority of the said Court, that the sale made and reported by the trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi passed in said cause, and the trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

Filed Nov. 12th. 1919 .

W.H. Adkins.

AUDIT filed Dec, 10th. 1919.

In the Circuit Court for Queen Anne's County, IN Equity.

Mary A.Dodson, Plaintiff

Chancery

vs.

Docket

Robert S.Dodson
EthE W.Dodson, Defendants.

Cause No. 2295.

To the Honorable, the Judges of said Court:-

The report of Madison Brown, auditor, unto your Honors respectfully sets forth.

That it appears from the Bill of Complaint filed in this cause that the object of this suit is to obtain a sale of the real estate described in the proceedings of this cause for the purpose of division of the proceeds of said sale between Mary A.Dodson, the plaintiff and Robert S.Dodson, one of the defendants, the two parties named being the owners in equal shares of the real estate mentioned. That the within account of William Mason Shehan, trustee appointed to sell said real estate for said purpose, is charges with the gross proceeds of the real estate made by hi, and is then thereout allowed his commissions, per rule of this Court, on the gross sale, and the costs of advertising the sale and orders nisi of the cause, court costs, auctioneer's fee and bond costs, state and county taxes on real estate sold and the fee of the auditor. The amount of the sale remaining after these allowances is then divided equally between the two co-owners of the real estate at the time of sale above named, the trustee furnished the auditor with the vouchers for above allowances.

Respectfully submitted,
December 9, 1919.

Madison brown, Auditor.

Filed December 10th. 1919.

The Proceeds of the Sale of the Real estate of Mary A.Dodson and Robert S.Dodson co-owners in equal shares, in account with William Mason Shehan, trustee appointed by the decree of this cause to make sale of said real estate.

1919.

Cr.

August 26. By gross proceeds of said sale, per report of sale filed, to wit: \$20,886.40

Dr.

" " To William Mason Shehan, trustee appointed to make said sale, for his commissions per rule of court, to wit: \$880.46

To do, for the court costs of this cause, per bill of costs made by clerk as follows, to wit: costs of

J.F.Rolph, Clerk.	\$20.25	
T.F.McNulty, Sheriff	.40	
Jas. L.Stitchberry	.40	
Appearance fee of solicitor of plaintiff.	10.00	
of Defendants.	10.00	41.05

To do, for the costs of advertising sale in Centreville Observer, per bill for same, to wit:- 23.63

To do, for the costs od advertising in Centreville Record, costs of sale and the two orders nisi of this cause, per bill for same, to wit: 34.37

To do, for state and county taxes on land sold for the year 1919, per tax statement with receipt thereon, to wit:-	136.04	
To do for the amount to be paid to George A. Whiteley, auctioneer, for crying said sale, to wit:-	25.00	
To do, for the amount paid the corporate surety upon his bond filed in this cause with corporate surety thereon, as per receipt for same appears, to wit:-	60.00	
To Madison Brown, Auditor, for stating this account, to wit:-	13.50	
To balance, being net sale for distribution between the two co-owners of real estate sold, to wit:-	<u>\$19,672.35</u>	<u>\$20,886.40</u>
	<u>\$20,886.40</u>	
Cr.		
By balance brought forward, to wit:		19,672.35

Dr.		
To Mary A. Dodson, the plaintiff, one-half of said balance, or the sum of	\$9,836.18	
To Robert S. Dodson, defendant co-owner, one-half of said balance or the sum of	9,836.17	
	<u>\$19,672.35</u>	<u>\$19,672.35</u>

December 9, 1919..

Madison Brown,
Auditor.

NISI RATIFICATION OF AUDIT.

Mary A. Dodson	In the Circuit Court
vs.	for Queen Anne's County, in Equity.
Robert S. Dodson	Case No. 2295
Ethel Dodson.	

Ordered, this 10th. day of December, in the year nineteen hundred and nineteen, that the report and account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th. day of January, 1920, provided a copy of this order be published once a week in each of two successive before the 29th day of December, 1919, in some newspaper printed and published in Queen Anne's County.

Filed December 10th. 1919.

J.F. Rolph, Clerk.

Certificate of Publication of Nisi Ratification of Audit. Filed Jan. 7th. 1919.

NISI RATIFICATION OF AUDIT.

Mary A. Dodson	In the Circuit Court for
vs.	Queen Anne's County, in Equity,
Robert S. Dodson and	Case No. 2295.
Ethel Dodson.	

ORDERED, this 10th. day of December, in the year nineteen hundred and nine-

teen, that the report and account filed in these proceedings by Madison Brown, auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 6th. day of January, 1920; provided a copy of this order be published once a week in each of two successive weeks before the 29th. day of December, 1919, in some newspaper printed and published in Queen Anne's County.

Filed December 10th.1919.

J.F.Rolph, Clerk.

True Copy-Test: J.F.Rolph, Clerk.

THE CENTREVILLE RECORD.

Centreville, Md. Jan. 7th.1919.

The Centreville Record Record Publishing Co, hereby certifies that the nisi ratification of audit in the case of Mary A.Dodson, vs. Robert S.Dodson et al Chx. 2295 a true copy of which is heret annexed, was inserted in the Cenreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for two successive weeks before the 29 day of December, in the year 1919.

The Centreville Record Publishing Co.

By. E.H.Brown, Jr.

Final Order Ratifying Audit, filed Jan.10th.1920,

Mary A.Dodson

vs.

Robert S.Dodson
Ethel Dodson.

In the Circuit Court for
Queen Anne's County, in
Equity.

Ordered this 8th.day of January,1920, by the Circuit Court for Queen Anne's County, in Equity, that the foregoing report and account of the auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the order nisi and the trustee is directed to pay accordingly with a due proportion of interest as the same has been or may be received.

Filed Jan.10th.1920.

W.H.Adkins.

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the twenty eighth day of July, in the year nineteen hundred and nineteen, the following Bill Of Complaint was filed for record, to wit:-

In the Circuit Court for Queen Anne's County, in Equity.

Joseph Price Harrison

Plaintiff

vs.

Robert H. Harrison and
Lucy J. Harrison, his wife,
Sarah F. Bishop and
William T. Bishop, her husband,
William Clarence Harrison and
Mary R. Robinson, his wife, and
Martha Belle Harrison,

Defendants.

Chancery

Docket

Cause

No.

To the Honorable, the Judges of said Court:-

Your orator, complaining, says:-

1. That William H. Harrison, late of said county, deceased, being seized and possessed of the farm or tract of land hereinafter described departed this life sometime in the month of November, in the year eighteen hundred and eighty two, and leaving a last will and testament, duly executed to pass real estate, and which was on the fifth day of December, eighteen hundred and eighty two, duly admitted to probate by the Orphan's Court of said county, and is now recorded in Liber W.A.J.No.1, fols. 446 to 453, a will record book of said county; a certified copy of said last will and testament, marked "Exhibit No.11" is filed with this bill as part hereof.
2. That by the terms of said will the said testator, among other things, did devise his said farm unto one John Wesley Richardson for a period of ten years next succeeding the death of said testator counting from the first day of January next succeeding his death, but in trust for the benefit of Martha Amanda Harrison the wife of said testator, and William Clarence Harrison and Martha Belle Harrison, two of his children, with the right on the part of said wife to occupy a part of the dwelling on said farm during said period of time, and did then direct the said John Wesley Richardson, trustee, or his successors upon the expiration of said period of ten years, to sell said farm at public sale, after due and proper notice.
3. That the proceeds of the sale so directed by said testator to be made were bequeathed by him by his said last will and testament as follows, to wit: unto the wife of said testator, if living at the time of said sale, the same proportion of said sale as would be allowed to a widow of her age, under sales made by decree of Court free of dower, by widow's consent, and the residue thereof, or the whole if the wife of said testator should then be dead, unto the children of said testator, Robert Henry Harrison, Sarah Florence Harrison, William Clarence Harrison, Martha Belle Harrison, defendants, and Joseph Price Harrison, the plaintiff.
4. That the wife of the said testator and all of his children named in said will survived the testator.
4. That said farm is known as Smalls Industry, Industry Corrected, Industry, and Hemsley's Park, and is situated in Queen Anne's County aforesaid on the road leading from Willoughby's Shops to Hall's Cross Roads, and is fully described in the first place in the

deed which is filed with this bill as part hereof marked "Exhibit No.2" hereinafter referred to.

6. That said farm was never sold by the said John Wesley Richardson, trustee, who died in the year _____, in his lifetime, under the terms of said will, nor has the same ever been sold by any person appointed by a court of competent jurisdiction to make said sale in the place of the said John Wesley Richardson under the terms of said will, nor has any person been appointed trustee by any court of competent jurisdiction to make said sale under the terms of said will in the place and stead of the said John Wesley Richardson.

7. That the said Martha Amanda Harrison, the wife of the said testator, lived upon said farm and received the rents thereof from the time of the death of the said testator until the time of her death in the year _____.

8. That upon the death of the said Martha Amanda Harrison as aforesaid, your orator and the other children of the said William H. Harrison, the testator, became the only persons interested in or entitled to the proceeds of the sale directed to be made by said testator of his said farm, and on or about the fourth day of December, nineteen hundred and nine, entered into an agreement among themselves to the effect that said farm should not be sold under the terms of said will, that said Joseph Price Harrison should become the sole owner of said farm, and that Robert H. Harrison, Sarah Florence Harrison (then Sarah F. Bishop by reason of her marriage with one William T. Bishop) William Clarence Harrison and Martha Belle Harrison, the remaining children of the said William H. Harrison, would assign and transfer their several interests in the proceeds of said sale unto the said Joseph Price Harrison, so that in the event any such sale might be made, then the said Joseph Price Harrison would be entitled to receive the entire proceeds of sale.

9. That pursuant to said agreement, the said Robert H. Harrison, Sarah F. Bishop, William Clarence Harrison and Martha Belle Harrison, granted and conveyed their undivided interests in said farm unto the said Joseph Price Harrison by a deed bearing date on the fourth day of December, nineteen hundred and five, and now recorded in Liber J.E.G.No.8, fols. 436 etc. a land record book of said county; which deed, which is also signed by Lucy J. Harrison, wife of said Robert H. Harrison, and William T. Bishop, the husband of said Sarah F. Bishop, is filed with this bill as part hereof marked Exhibit No.2.

10. That your orator has been advised that while said deed operated as an assignment to him of the several interests of the said Robert H. Harrison, Sarah F. Bishop, William Clarence Harrison and Martha Belle Harrison, in and to the proceeds of said sale, when made, in such a manner as to make him, after the delivery of said deed, the only person whatsoever interested in or entitled to the proceeds of said sale, it failed to vest in him the legal title of the said testator to said farm.

11. That your orator does not desire any sale of said farm to be made under the terms of said will, and he has been advised that as he is now the only person entitled to the proceeds of said sale or interested therein, that no sale under the terms of said will is necessary, if he does not desire one, and that he is entitled to have a trustee appointed by this Honorable Court to convey unto him, his heirs and assigns said farm and the legal title therein of the said testator in the same manner and as fully and effectually as if he had become the purchaser of said farm at a public sale thereof made

pursuant to the terms of said will by the said John Wesley Richardson or some one appointed after his death, or in his place, by a court of competent jurisdiction, to make said sale.

12. That all the defendants are adults and can be found in Queen Anne's County aforesaid.

13. That the said William Clarence Harrison has a wife, Mary R. Harrison, who has been made a party defendant to this bill.

To the end, therefore;

(a) That a trustee may be appointed by this Honorable Court to convey said farm and the legal title thereof of the said testator unto your operator in the same manner and as fully and effectually as if he had become the purchaser of said farm at a public sale thereof made pursuant to the directions of the said testator as contained in his said last will and testament; and

(b) That your orator may have such other and further relief as his case may require.

May it please your Honors to grant unto your orator the writ of subpoena directed to the said Robert H. Harrison and Lucy J. Harrison, his wife, Sarah F. Bishop, and William T. Bishop, her husband, William Clarence Harrison and Harrison, his wife, and the said Martha Belle Harrison, all of whom reside in Queen Anne's County aforesaid, commanding them and each of them to be and appear, either in person or by solicitor, in this Court, on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed.

And as in duty bound, your orators, etc.

Madison Brown,

Solicitor for Complainant.

Exhibit No. 1. Filed July 28th. 1919.

In the Name of God, Amen.

I, William H. Harrison, of Queen Anne's County, State of Maryland, do make and publish this my last will and testament in manner and form following, to wit:-

Item 1st. I do direct my executor hereinafter named to pay my funeral expenses, costs of administration and just debts, and for such purposes to apply, first my moneys on hand at the time of my death, and my present wheat crop on hand and growing corn crop and the proceeds of same, and if insufficient, then to receive and apply in payment thereof the rents of my real estate as hereinafter stipulated and directed, he receiving and applying said rents so far as necessary thereto.

Item 2nd. I do give, bequeath and devise all my farm, real estate, tract or parcel of land called Smalls' Industry, or by whatsoever name it may be called or known, situate in the Third election district of Queen Anne's County, State of Maryland, adjoining the lands of Samuel N. Smith, James H. Roe and others, being where I now reside, and containing one hundred and three acres, more or less, unto John Wesley Richardson, of said county, in trust, nevertheless, that for the period of ten years next succeeding my death counting said period from the 1st. day of January next after my death, he the said John Wesley Richardson as trustee thereof, should rent the said real estate and farm annually during said period or otherwise as he may deem best, subject to the rights therein of my beloved wife, Martha Amanda Harrison as hereinafter set forth and stipulated, and to take and receive the rents therefrom, and apply the same to the payment of the taxes and the necessary

repaid of the building and fencing thereon, and to the property improvements of the said farm and to pay over to or retain as executor aforesaid enough to pay my debts as aforesaid, and then to apply the residue as follows, to wit: two thirds thereof, or such portion of said two thirds as he may deem necessary and requisite, he shall expend in the support, maintenance and education of my two children William Clarence Harrison and Martha Belle Harrison; and if there is during any, or each of said ten years, of said trust, a surplus or residue of said two thirds, unexpended as aforesaid, the said trustee shall invest the same, and any investment thus made, and the income therefrom, shall by said trustee be used and applied, whenever he may deem necessary to make good and annual deficiency that may be, or exist in the application of said two thirds in the annual support, maintenance and education during said period of ten years of my said two children William Clarence and Martha Belle, as aforesaid; and of the residue, if my said beloved wife should take, have, hold and enjoy the rights, and privileges in and out of said real estate as hereinafter stipulated, for each year she may have and enjoy the same, the tenant shall be paid and allowed thereout the sum of fifty dollars, and the residue of said one third and the whole of said one-third for each year said rights and privileges should not be had and enjoyed by my said wife, shall be paid over to my said beloved wife as and for her own.

Item 3rd. It is my desire, and I do so will and devise that my beloved wife, the said Martha Amanda Harrison, should have during said period of ten years annually, the free and unmolested occupation of any one room in the dwelling house on said farm, and the tenants or tenant of said farm are by the terms of said tenancy to be required to cut and haul from the woodland on said farm to the house, and there cause to be cut and prepared for use of stove or open fire, as she may desire and deliver to her in her room such fire wood, as my said wife may desire, and that may be necessary for her comfort and use, during each and every year of said period that she may actually reserve and occupy the aforesaid room; she, my said wife, during such of said years as she may reserve and actually occupy said room, is to have ingress and egress to and from the same and the right to exercise in and upon the premises, and the use of said premises for the ordinary domestic use, not in prejudice or conflict with the rights of the tenants, and she is to indicate to the Trustee and he must apply to her to ascertain her intentions in advance of each renting of said farm, whether or not she desires to reserve and enjoy the rights and privileges of said room, and fire wood &c. or that said farm may be rented without any such reservations in her behalf; and her election shall be in writing and binding upon her during the period of said renting, and until the expiration of the term for which the same may be rented by said trustee, and shall also designate therein in case she reserves said right and privileges, the room so reserved by her and I hereby declare that the rights, and privileges secured and provided for my said wife in this 3rd. Item are those for which the tenant is to be allowed when reserved by her, the annual sum of fifty dollars as stipulated in the aforesaid Item 2nd. of this Will.

Item 4th. I do hereby direct, bequeath and devise, that the aforesaid trustee and his successors, shall annually, during said period of ten years, pay out of the aforesaid rentals of said real estate before the same is divided as aforesaid the sum of ten dollars towards the salary of the minister or preacher for the time being at the Methodist Episcopal Church at Halls Cross Roads, or near thereto, in said County.

Item 5th. I do hereby constitute and appoint the said John Wesley Richardson guardian for my said two children, William Clarence and Martha Belle, if it is necessary that they should

have a guardian.

Item 6th. I do direct and require that the said John Wesley Richardson shall enter into and execute the proper bond for the performance of said trust hereby and by the terms of this will created and reposed in him, and shall receive the compensation allowed by law for the performance of same and the execution of said trust.

Item 7th. I do furthermore authorize, direct, empower and devise that immediately upon the expiration of said period of ten years hereinbefore stipulated, that said John Wesley Richardson, trustee or his successors, shall sell at public sale after due and proper notice, said real estate and farm, and on such terms of cash and credit as the party making the said sale may deem best to obtain the largest price therefor, and that the proceeds of said sale, I do give, bequeath and devise as follows, to wit:- unto my said wife, should she be alive at the time of said sale the same proportion of said sale as would be allowed to a widow of her age and condition of health under sales made by decree of Court free of dower and in lien thereof by widow's consent; and the residue thereof, or the whole if my beloved wife should then be dead, increased by the residue of my personal property, if any after the payments aforesaid, and by the aforesaid rents and income unexpended as aforesaid, in equal proportions, share and share alike unto my beloved children, Robert Henry Harrison Sarah Florence Harrison, Joseph Price Harrison, William Clarne Harrison and Martha Belle Harrison, absolutely.

Item 8th. I do will, bequeath and direct that the personal estate not consumed in making the payments as aforesaid in Item 1st. hereof is to be taken and received by the aforesaid trustee and invested and reinvested by him with the income therefrom during the aforesaid period of ten years, and then distributed and divided as is stipulated and directed in said seventh Item hereof.

Lastly, I do hereby nominate and appoint the said John Wesley Richardson, executor of this my last will and testament.

In witness whereof I hereunto set my hand and affix my seal this 26th. day of August in the year eighteen hundred and eighty two.

Wm. H. Harrison (SEAL)

Signed, signed, published and declared by William H. Harrison the above named testator, as and for his last will and testament in our presence, who in his presence and in the presents of each other, and at his request have signed and subscribed our names as witnesses hereto.

John B. Brown.
Edwin H. Brown.
Daniel Tilghman.

State of Maryland, Queen Anne's County, Sect:-

Nov. 28, 1882, then came John W. Richardson, Executor named in the foregoing will and made oath on the Holy Evangelical of Almighty God, that the foregoing is the whole, true and last will and testament of William H. Harrison, deceased, that has come to his hands or possession, and that he does not know of any other.

Sworn before W.E. Temple, Register of Wills.

State of Maryland, Queen Anne's County, to wit:

November 28, 1882. Then came John B. Brown, Edwin H. Brown, and Daniel Tilghman, the three subscribing witnesses to the foregoing will of William H. Harrison, deceased, and made oath on the Holy Evangelical of Almighty God, that they did see William H. Harrison the within named testator sign his name to the foregoing will that they heard him publish

pronounce and declare the same to be his last will and testament, that at the time of his so doing he was, to the best of their apprehension of a sound and disposing mind, memory and understanding, that they signed their names as witnesses to said will in the presence of each other in the presence of the Testator and at his request.

Sworn in open Court;

William E. Temple, Reg. of Wills.

Queen Anne's County, Orphan's Court, Sct: Dec. 5th. 1822.

The foregoing will was duly examined by the Court and the same ordered to be received filed and recorded.

W. E. Temple,
Reg. of Wills.

I, William T. Bishop, Register of Wills, for Queen Anne's County, State of Maryland, hereby certify that the foregoing is a true copy of the last will and testament of William H. Harrison, deceased as recorded in Liber W.A.J. No. 1, folio No. 446 to 453.

Witness my hand and seal this eighteenth day of June, 1919.

William T. Bishop.
Register of Wills for Queen
Anne's County.

Exhibit No. 2. Filed July 28th. 1919.

THIS DEED OF CONVEYANCE, made this fourth day of December, in the year nineteen hundred and five by Robert H. Harrison and Lucy J. Harrison, his wife, of Baltimore City, but temporarily in Queen Anne's County, in the State of Maryland, Sarah F. Bishop and William T. Bishop, her husband, William Clarence Harrison and Martha Belle Harrison of Queen Anne's County, State of Maryland.

WHEREAS William H. Harrison late of Queen Anne's County, aforesaid died seized and possessed of the hereinafter described farm and leaving the said Robert H. Harrison, Sarah F. Bishop, nee Harrison, William Clarence Harrison, Martha Belle Harrison and Joseph P. Harrison, his only children and heirs at law surviving him:

AND WHEREAS the said Robert Harrison, Sarah F. Bishop, William Clarence Harrison and Martha Belle Harrison have sold their undivided interests in the said farm unto the said Joseph P. Harrison at and for the aggregate amount of forty four hundred dollars, eleven hundred dollars having been paid to each one of them for his or her share in said farm by the said Joseph P. Harrison at or before the execution and delivery of this deed.

NOW THEREFORE, in consideration of the premises and the said aggregate amount of forty four hundred dollars, the said Robert H. Harrison, Lucy J. Harrison, his wife, Sarah F. Bishop, William T. Bishop, her husband, William Clarence Harrison and Martha Belle Harrison, do hereby grant and convey unto the said Joseph P. Harrison, his heirs and assigns, in fee simple, all the following described real estate situate in Queen Anne's County aforesaid, first; all that farm lying on the west side of the public road leading from Willoughby's Shops to Halls Cross Roads of which William H. Harrison, late of Queen Anne's County, died seized and possessed, adjoining the land of Manus Boyles and E. W. Rhodes and called Smalls Industry, Industry Corrected, Industry, and Hemsley Park, or by whatsoever name or names the same may be called, and which is contained within the following metes and bounds, courses and distances by a survey, plat and certificate, made by James W. Thompson, surveyor, on the seventeenth day of May, eighteen hundred and seventy nine, to wit:-

wit:- Beginning at a stone at the southeast corner of the said land and running thence seventy three degrees forty five minutes west, thirty five and three quarter perches to a stone; thence west thirty three and three quarter perches to a stone, thence north seventy degrees west, seventy two perches to a stone; thence north fifty seven degrees west, sixty perches to a stone; thence north thirty three degrees forty five minutes east, ninety one and two tenths perches to a stone; thence south sixty five degrees thirty minutes east, one hundred and sixty three perches to the aforesaid public road and thence with said road south nine degrees west seventy seven perches to said beginning, containing one hundred and three acres, and seven perches of land, more or less; and being part of the land conveyed to the said William H. Harrison by James E. Dillen and Frances E. Dillen, his wife, by deed bearing date the sixth day of December, eighteen hundred and fifty nine and recorded in Liber M.B.No.1, folio 244 etc. a land record for Queen Anne's County aforesaid (excepting from this grant, however, all that part of the said land which has been granted to the Queen Anne's Railroad Company for right of way, and all of said land heretofore granted to Manus Boyles by the above named grantors and grantee.

Second; all that parcel of land described and granted in a deed of conveyance from E.W. Rhodes and wife to the William H. Harrison heirs bearing date the twenty sixth day of August, in the year nineteen hundred and one, and recorded in Liber J.E.G.No.2, folio 227, a land record for Queen Anne's County aforesaid, containing two acres and twenty perches of land, more or less, reference being hereby made to said deed for a description of the said land by metes and bounds, courses and distances;

Third, all those pieces or parcels of land described and granted in a deed of conveyance from Manus Boyles to the William H. Harrison heirs, bearing date the twenty sixth day of August, nineteen hundred and one and recorded in Liber J.E.H. No.2, folio 227, etc. a land record book for Queen Anne's County aforesaid, to which said deed reference is hereby made for a description of land by metes and bounds, courses and distances.

All the land, parcels, pieces and tracts, granted by this deed adjoin the first tract, or farm, hereinabove described.

Together with all rights, ways, roads, alleys, privileges, advantages and appurtenances thereunto belonging or in anywise appertaining. And the said Robert H. Harrison, Sarah F. Bishop, William Clarence Harrison and Martha Belle Harrison covenant that they will warrant specially the land hereby granted and will execute such other and further assurances of title thereto as may be or become requisite.

Witness their hands and seals.

Witness: J.W. Woodford.

Robert H. Harrison. (SEAL)
 Lucie J. Harrison. (SEAL)
 Sarah F. Bishop. (SEAL)
 William T. Bishop. (SEAL)
 William C. Harrison. (SEAL)
 Martha Belle Harrison. (SEAL)

State of Maryland, Queen Anne's County, to-wit: I hereby certify that on this fourth day of December, in the year nineteen hundred and five, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Robert H. Harrison and Lucy Harrison, his wife, Sarah F. Bishop and William T. Bishop, her husband, William Clarence Harrison and Martha Belle Harrison and did each acknowledge the foregoing deed of conveyance to be their respective act.

J.W. Woodford.
 Justice of the Peace.

Answer filed July 29th.1919.

Joseph Price Harrison, Plaintiff.	(	In the Circuit Court
vs.	)	for
Robert H.Harrison and Lucy J.Harrison,his wife, Sarah F.Bishop, and William T.Bishop, her husband, William Clarence Harrison and Mary R.Harrison, his wife, and Martha Belle Harrison. Defendants.	() () () () ())	Queen Anne's County, in Equity. Cause No.

To The Honorable, the Judges of said Court:-

The joint and several Answer of Robert H.Harrison and Lucy J. Harrison, his wife, Sarah F.Bishop and William T.Bishop,her husband, William Clarence Harrison and Mary R.Harrison,his wife, and Martha Belle Harrison, the defendants in the above cause, to the Bill of Complaint of Joseph Price Harrison against them in this Court exhibited,

These defendants, answering, say:-

That they and each of them admit all the matters and facts stated and charges in the said Bill of Complaint to be true as therein set forth, and consent to the passage of such decree in these premises as may be right and proper.

And as in duty bound, etc.

Robert H.Harrison.

Lucy K.Harrison.

Sarah F.Bishop.

William T.Bishop

William Clarence Harrison

Mary R.Harrison

Martha Belle Harrison.

Defendants.

J.Frank Harper.

Solicitor for Defendants.

Replication filed July 29th.1919.

In the Circuit Court for Queen Anne's County, in Equity.

Joseph Price Harrison	Plaintiff.	Chancery
versus		Docket
Robert H.Harrison et al.	Defendants.	Cause No.

The Plaintiff joins issue on the matters alleged in the answer of Robert H. Harrison, Lucy J.Harrison, William T.Bishop, Sarah F.Bishop, William Clarence Harrison, Mary R. Harrison and Martha Belle Harrison, so far as the same may be taken to deny or avoid the allegations of the bill.

Madison Brown,

Attorney for the plaintiff.

It is hereby agreed that the papers in this cause shall be submitted to the Court for a decree without argument.

Madison Brown,

Attorney for the Plaintiff.

J.Frank Harper.

Attorney for the defendants.

Decree filed July 28th.1919.

In the Circuit Court for Queen Anne's County, in Equity.

Joseph Price Harrison, Plaintiff.

Chancery Docket.,

vs.

Cause.

Robert H.Harrison et al.,Defendant.

No.

This cause standing ready for hearing, and being submitted without argument, the bill of complaint, answer and other proceedings were read and considered.

It is, thereupon, this twenty eighth day of July, in the year nineteen hundred and nineteen, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, adjudged, ordered and decreed that the legal title of William H.Harrison, deceased, in the proceedings of said cause mentioned, in and to the real estate also in said proceedings mentioned, be conveyed unto the said Joseph Price Harrison, the plaintiff, in the same manner and as fully and effectually as if the said John Price Harrison had become the purchaser of said real estate at the public sale there of made pursuant to the directions of the said William H. Harrison as contained in his last will and testament; that Madison brown and J.Frank Harper, of said county, be and they are hereby appointed trustees, without bond, to make said conveyance by deed to be executed and acknowledged by them agreeable to law.

Philemon B.Hopper.

No. 2301.

Queen Anne's County, to wit:- Be it remembered that on the twentieth day of August, in the year nineteen hundred and nineteen, the following Bill Of Complaint was filed for record, to wit:-

Robert W.Eddins trading as	(
The Eddins Furniture Company)	
vs.	(	In the Circuit Court
The Unknown Heirs of George	)	for Queen Anne's
H.Hudson and Edwin H.Brown, Jr.	(	County, in Equity.
Administrator or the Personal	)	Chancery Docket
Estat of George G.Hudson.	(	No.
)	

To the Honorable, the Judges of said Court:-

The Bill of Complaint of Robert W.Eddins, trading as The Eddins Furniture Company, of Queen Anne's County, State of Maryland, who sues as well for himself as all other creditors of George G.Hudson, late of said county, deceased, who will come in and contribute to the expenses of this suit, humbly shows:-

1. That the said George H.Hudson departed this life some time during the month of March in the year nineteen hundred and nineteen, intestated, possessed of no personal property whatsoever, but seized and possessed of a lot or tract of land situate, lying and being in the Fifth election district of Queen Anne's County, Maryland, on Winchester Creek, containing one acre of land, more or less, and which was conveyed unto the said George G.Hudson by Millard Pierson and Sarah Pierson his wife, by deed dated the twelfth day of May, in the year nineteen hundred and thirteen and recorded in Liber W.F.W. No.3, folio 322 etc. a land record book for Queen Anne's County.

2. That the estate of the said George G.Hudson is indebted among others unto your orator in the sum of ninety dollars the same being for expenses and costs instance to the burial of said George G.Hudson as will appear by Exhibit A filed with this bill as the part of same.

3. That it is not known unto your orator whether or not the said George G.Hudson left any heirs; that if the said George G.Hudson left any such heirs, it is not known unto your orator who they are or whether they are residents of the State of Maryland or non-residents.

4. Shortly after the death of the said George G.Hudson letters of administration of all and singular, the personal estate of the said George G.Hudson were granted and committed unto one Edwin H.Brown, Jr.

5. That your orator is advised and so charges, that there was no personal estate whatsoever left by the said George H.Hudson.

6. Your orator is advised and so charges, that he and the other creditors of the said George G.Hudson yet unsatisfied are entitled to have their claims paid out of the real estate of which the said George G.Hudson died, seized and possessed as aforesaid.

To the end therefore that the unknown heirs of the said George G.Hudson, the said Edwin H.Brown, Jr. administrator of the personal estate of George G.Hudson may answer the several matters and things heretofore charged, as fully and particularly as if they were unto interrogated; and that the real estate of the said George G.Hudson, or so much

thereof as may be necessary for the purpose, may be sold for the payment for the claims of your orators or the other unsatisfied creditors of the said George G.Hudson, and that your orator may be allowed to proceed against the unknown heirs of the said George G.Hudson as non-residents; and that your orators may have such other and further relief as his case may require.

May it please your Honors to grant unto your orators an order of publication giving notice to the unknown heirs of the said George G.Hudson, of the substance, of the object of this bill, and warning them to appear in this court in person, or by solicitors on or before a certain day, to answer the premises and show cause, if any they have, why a decree ought not to be passed as prayed; and also the writ of subpoena against the said Edwin H.Brown, Jr, administratrix of the personal estate of the said George G.Hudson, commanding him to appear in this court at some certain day to be named therein, to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty etc.

(At the time of the recording of the papers in this case, Exhibit A. could not be found.)

Edwin H.Brown, Jr.
Solicitor for the Complainant.

Order of Publication filed Aug. 20th.1919.

Order of Publication.

Robert W.Eddins, trading as	(
The Eddins Furniture Company.	(
Complainants,)	
vs.	)	In the Circuit Court
The Unknown Heirs of George G.Hudson	(	for Queen Anne's County,
late of Queen Anne's County, State of	(	in Equity,
Maryland, deceased, and Edwin H.Brown,	{	Chancery Docket
Jr. administrator of the personal es-	)	No.
tate of the said George G.Hudson,)	
Defendants.	(
	(

The object of this suit is to procure a decree for the sale of the real estate of which George G.Hudson, late of Queen Anne's County, State of Maryland, died, seized and possessed for the purpose of paying his debts.

The bill states that the said George G.Hudson departed this life in the month of March in the year nineteen hundred and nineteen, intestate, seized and possessed of a tract of land situate, lying and being in the Fifth election district of Queen Anne's County, State of Maryland, on Winchester Creek, containing one acre of land, more or less, that the estate of the said George G.Hudson is indebted unto the Complainant in the sum of ninety dollars being for funeral expenses for the said George G.Hudson; that it not known to your complainant whether or not the said George G. Hudson left any heirs, that if the said George G.Hudson left any such heirs, it is not known to the complainant who they are or whether they are residents of the State of Maryland or non-residents; that letters of administration of the personal estate of George G.Hudson was granted unto Edwin H.Brown, Jr. that there was no personal estate whatsoever left by the said George G.Hudson and that the said complainant and the other creditors of the said George G.

Hudson yet unsatisfied are entitled to have their claims paid out of the real estate of which the said George G. Hudson died seized and possessed thereof, or of the sales thereof as aforesaid. The bill prays for a sale of said real estate or so much thereof as may be necessary for the payment of the claims of the complainants and the other creditors of said George G. Hudson, and that the complainant may be allowed to proceed against the said unknown heirs as non-residents.

It is therefore adjudged and ordered that the complainant, by causing a copy of this order to be inserted in some newspaper published in Queen Anne's County, once in each of four successive weeks before the 25th. day of September, in the year nineteen hundred and nineteen, give notice to the unknown heirs of the said George H. Hudson, of the object and substance of this bill; and warn them to appear in this court in person or by solicitor, on or before the 13th. day of October next; to answer the premises and show cause if any they have, why a decree ought not to be passed as prayed.

Filed Aug. 20th. 1919.

J.F. Rolph, Clerk.

Certificate of Publication of Order of Publication filed Jan. 26th., 1920.

For record of same at length see Page 574, except as to the following certificate.

Centreville, Md. Jan. 23rd. 1920.

I hereby certify that the order of publication in the case of Eddins vs. The Unknown heirs of George G. Hudson et al, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 25th. day of September, 1919.

Edwin H. Brown, Jr.
For the Centreville Record.

Interlocutory Decree filed Jan. 26th. 1920.

Robert W. Eddins, trading as	(	In the Circuit Court
The Eddins Furniture Company	)	for Queen Anne's County,
vs.	(	In Equity,
The Unknown Heirs of	)	Cause No. 2301.
George G. Hudson, et al.,	(

The Order of Publication heretofore passed in this cause having been duly published and the defendants of the Unknown heirs of George G. Hudson, having failed to appear and answer the Bill of Complaint it is thereupon this twenty sixth day of January, in the year nineteen hundred and twenty, adjudged, ordered and decreed by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, that the complainant is entitled to relief in the premises and that the said Bill of Complaint be and the same is hereby taken pro confesso against the defendants, the Unknown heirs of George G. Hudson.

But because it does not certainly appear to what relief the complainant is entitled, it is further adjudged, ordered and decreed that leave be granted to the complainant to take testimony before any one of the standing examiners of this Court to support

the allegations of the Bill.

Philemon B.Hopper.

Answer of Administrator filed Jan. 26th., 1920.

Robert W.Eddins, trading as	(	In the Circuit Court
The Eddins Furniture Company,	)	for
vs.	(	Queen Anne's County,
The Unknown Heirs of	)	In Equity.
George G.Hudson, et al.	(	Cause No. 2301.
)	

To the Honorable, the Judges of said Court:

The answer of Edwin H.Brown, Jr. administrator of the personal estate of George G.Hudson, late of said county, deceased, to the Bill Of Complaint of Robert W.Eddins, trading as The Eddins Furniture Company, against him in the above entitled cause exhibited.

This defendant admits that the several matters and things charged in the complainants will to be true and submits to such decree in the premises as may be right,

And as in duty bound, etc.

Edwin H.Brown, Jr.
Administrator of the estate
of George G.Hudson.

Notice and Consent to take testimony, filed Feb. 11th. 1920.

Robert W.Eddins, trading as	(	In the Circuit Court
The Eddins Furniture Co.	)	for
vs.	(	Queen Anne's County, in Equity,
The Unknown heirs of George	)	Cause No. 2301.
G.Hudson, et al.	(
)	

To Edwin H.Brown, Jr. Administrator.

You are hereby notified that I will take testimony Thursday morning, February twelfth, in the year nineteen hundred and twenty, for the Plaintiffs in this case.

Madison Brown,
Solicitor for Plaintiff.

I hereby accept the above notice and consent that testimony to substantiate the Bill filed in this cause by the Plaintiff, should be taken before one of the standing examiners on February twelfth, nineteen hundred and twenty.

Edwin H.Brown, Jr.
Administrator of Geo.G.Hudson.

Replication filed Feb. 11th. 1921.

Robert W.Eddins, trading as	(	In the Circuit Court
The Eddins Furniture Co.	)	for
vs.	(	Queen Anne's County, in Equity.
The Unknown heirs of	)	Cause No. 2301.
George G.Hudson, et al.	(
)	

To the Honorable, the Judges of said Court:-

The Plaintiff joins issue on the matters alleged in the answer of Edwin H. Brown, Jr. administrator of George G. Hudson, as far as same may be taken to deny and avoid the allegations of the Bill

And as in duty etc.

Madison Brown.

Attorney for Plaintiff.

Testimony filed Feb. 13th; 1920.

Robert W. Eddins, trading as	(	In the Circuit Court
The Eddins Furniture Co.	)	for
vs.	(	Queen Anne's County,
The Unknown Heirs of	)	In EQUITY.
George G. Hudson, et al.	(	Cause # 2301.
)	

To the Honorable, the Judges of said Court:-

This Honorable Court having passed an order on the twenty sixth day of January, in the year nineteen hundred and twenty, granting leave to the Complainant to take testimony in the above entitled cause before any one of the Standing Examiners of this Court and the subscriber,, one of the regular examiners of this Court having been notified by the Plaintiff of his desire to take testimony in said cause, did in pursuance to an agreement of the respective counsel attend at the office of Edwin H. Brown, Jr. in the town of Ventreville, Queen Anne's County, Maryland, at the hour of 11 o'clock A.M. the respective counsel being present proceeded to take the following testimony, to wit:-

Charles H. Reifner the first witness of lawful age produced on the part of the Plaintiff being duly sworn and examined, deposes and says:-

1st. Int. State your name, age, residence and occupation?

Ans. My name is Charles H. Reifner, I am caretaker of Mrs. Janetzke place near Queens-town, Md. I am 65 yrs. old and reside on the Janetzke place in fht fifth election district of Queen Anne's County, Md.

2nd. Int. Were you acquainted with one George G. Hudson, late of Queen Anne's County, deceased? If ~~Yes~~, please state how long you knew him, where he lived and when and where he died.

Ans. I knew him. I knew him as long as he lived at Ford's Store or Winchester, this County. I have known him for about five years. He is dead, he did not die at his home, but he died in the early part of the year nineteen hundred and nineteen in some institution in Centreville, Md.

3rd. Int. Did Mr. Hudson own any real estate in Queen Anne's County at the time of his death? If so, will you please describe it stating where it is situated and in your judgment, what is it worth?

Ans. At the time of his death he owned a house and lot in Winchester, Queen Anne's County, Md. He bought this from Mr. Millard Pearson, This land adjoins the land of Mrs. Baker, Mrs. Janetzke and a Mr. Weaver and is situated on Winchester Creek. In my judgment it is worth about four hundred dollars.

4th. Int. Do you know whether Mr. Hudson left any heirs or not?

Ans. No sir, I don't think he has any, He told me hadn't any. I used to see him two or three times a week and when he was taken sick, he used to come see me, and would give him something to eat. After he was taken worse sick, I used to go see him and take him something to eat, and one day I said to him "You had better sent for some of your relatives". He said I haven't got any.

Examiner's Special.

I do no.

Charles H. Reifner.

David West, the next witness of lawful age produced on the part of the Plaintiff being duly sworn and examined, deposes and says:-

1st.Int. State your name, age, residence and occupation?

Ans. My name is David West, I am 68 yrs. old, I reside in Winchester, Queen Anne's County, Md. and my occupation is oystering in Winter and farming in the summer.

2nd.Int. Were you acquainted with one George G. Hudson, late of Queen Anne's County, deceased? If yea, please state how long you knew him, where he lived and when and where he died.

Ans. I knew him about five years; I got acquainted with him the day after he came to live in Winchester. He is dead, he died in the early part of the year nineteen hundred and nineteen. He did not die at his home, but he died in some institution in Queen Anne's County.

3rd.Int. Did Mr. Hudson own any real estate in Queen Anne's County, at the time of his death? If so will you please describe it, stating where it is situated and in your judgment what it is worth?

Ans. At the time of his death, he owned a house and lot situate on Winchester Creek, in the fifth district of Queen Anne's County, Md. adjoining the lands of Mrs. Janetke, Mr. Chas. Weaver and Mr. Jake Baker. In my judgement this place is worth about four hundred dollars.

4th.Int. Do you know whether Mr. Hudson left any heirs or not?

Ans. No, sir, I don't think he did, he said he didn't have any. Sometime in February, 1919, Mr. Hudson began to feel very poorly and came to my house and wanted me to take him, and take care of him. I told him I couldn't do that, so then we went to another friend's house to see if he couldn't take him in and take care of him, this friend said he couldn't, so Mr. Hudson went back to his own home and I used to go there to help as much as I could, building his fire and one thing and another, and would frequently take him something to eat. One day I said to him, "Mr. Hudson, you certainly ought to send for some of your people" He said, David, "I haven't got any, not a soul." I said to him, "When Mr. Hudson, there is a young lady they say is your Niece". He said no she aint, she is a niece of my wife and not related to me at all. He told me that he had been married but that his wife had died some time before he came to Winchester to live.

Examiner's Special.

Nothing that I know of.

Test: Chas. E. TUCKER.

David X West .
his
mark

1st.Int. Mr. Brown, please state your name, age, residence and occupation.

Ans.1:- My name is Edwin H. Brown, Jr. My age is forty two, I reside at Centreville, Queen Anne's County, Maryland, My occupation is Attorney at law.

Int.2: Did you know one George G. Hudson, late of Queen Anne's County, deceased, and was he seized and possessed of any real or personal property?

Ans.2:- I did not know Mr. Hudson personally. Some time in the early part of nineteen hundred and nineteen, I was informed that a Mr. George Hudson, who resided at Winchester, was in a very bad physical condition at his home in Winchester. I had him brought to Centreville and sent to Easton Hospital. He was operated upon and finally had to be removed from the hospital. He was brought to Centreville to the Jail preparatory to sending him to an Institution in Baltimore. He died before he could be sent away. Mr. Hudson from the records in the Clerk's Office, which I have examined, owned a tract of land in the fifth election district of Queen Anne's County, containing one acre of land, which he purchased from Millard Pierson.

Int.3:- Do you know whether Mr. Hudson left any personal estate, if so, what?

Ans.3:- From my investigation Mr. Hudson owned no personal estate. Realizing that something had to be done immediately, and there being no one close to him in this county I applied for letters of administration for the purpose of getting matters in shape to take the necessary steps to make his real estate liable for any debts. I was informed that he had money in banks in New York, and in Dover, Delaware. I made a thorough investigation and found where he formally had money but had drawn it all out.

Int.4:- Do you know anything about the Bill of the Plaintiff filed in this estate?

Ans.4:- Yes, It is for the burial expenses of Mr. Hudson.
It was not paid, and there was no personal property out of which to pay it.

Int.5:- Do you know whether or not Mr. Hudson left any heirs?

Ans.5:- I do not think he left any. While he was ill and between the time he was first brought to Centreville and his death, a woman whose name I do not remember, but who has been his housekeeper for some years, came to see me, She stated that Mr. Hudson had been married and that his wife had died. That She had been a friend of his wife and had been his housekeeper for a long time. She told me

she knew of no relatives that Mr. Hudson had and that she had heard him repeatedly say that he had no relatives living. It was from his housekeeper that I learned that it was supposed that he had money in Dover, Del. Bank I found that he had at one time but had drawn it out. During the same period a lady from New York came to my office, telling me that she was Mr. Hudson's wife's niece. She had with her a bank book of Mr. Hudson's showing an account which had formerly been kept by him in a New York State Bank. Upon investigation I found that this account had been kept by Mr. Hudson, but he had drawn all the money some time prior to his death. Upon going over my files I find that the names of his wife's niece is Mrs. A. Bryan of 97 Hooper Street, Brooklyn. Mrs. Bryan stated to me that she was a niece of Mr. Hudson's wife, who had died some time ago. That Mr. Hudson as far as her knowledge went and from what she had heard him say had no living relatives at all.

Int.6: Are you one of the defendants in this case?

Ans.6: Yes, I am, I am administrator of the estate of George G. Hudson and wish to file herewith as an exhibit certificate of letters of administration.

Examiner's special.
I do not.

Edwin H. Brown, Jr.

At this point the Plaintiff filed with your Examiner the account of the Eddins Furniture Company for the funeral expenses of George G. Hudson, marked Exhibit A, and at the same time the Plaintiff also filed with your Examiner a Certificate of the granting letters of administration upon the estate of George G. Hudson, late of Queen Anne's County, marked Exhibit B. and asked that both of said exhibits be taken as a part of the Plaintiff's testimony.

There being no further witnesses to be examined and neither party desiring further time for the production of evidence your Examiner herewith respectfully makes his return of said testimony together with the Exhibits A and B. filed with him as a part thereof, and certifies that he was engaged as such examiner two days and examined three witnesses making costs chargeable to Plaintiff as follows, to wit:-

Charles E. Tucker, Examiner	\$8.00
Charles H. Reifner, witness	.75
David West, witness and itinerant charges	2.75
Edwin H. Brown, Jr. witness,	.75
	<u>12.25</u>

Respectfully submitted:

Chas. E. Tucker.

At the time of the recording of the papers in the above case, Exhibit A. could not be found.

Exhibit B. filed Feb. 13th. 1920.

Certificate of Administration.

State of Maryland, Queen Anne's County, to wit:-

I, William T. Bishop, Register of Wills in and for Queen Anne's County, State of Maryland, and by law Keeper of the Seal and of the Records, and of the original papers of the Orphan's Court for Queen Anne's County, do hereby certify that it appears from the records in said Court that on the eighteenth day of March, A.D. nineteen hundred and nineteen, letters of Administration of all and singular the goods, chattels, credits, and personal estate of George G. Hudson, late of Queen Anne's County, deceased, were granted and committed unto Edwin H. Brown, Jr. after he had entered into bond of two hundred dollars with approved security for the due performance thereof, according to law, and after he had taken the oath by law required of him.

Seal's Place. In testimony whereof, I William T. Bishop, Register of Wills for Queen Anne's County aforesaid, do hereunto set my hand and affix the seal of the Orphan's Court of Queen Anne's County, this twenty second day of January, nineteen hundred and twenty. William T. Bishop. Register of Wills for Queen Anne's County.

Robert W. Eddins, trading as The Eddins Furniture Co..	(	In the Circuit Court
	(	for Queen Anne's County,
vs.	)	In Equity.
The Unknown heirs of George G. Hudson, et al.	(	Cause No. 2301.
)	

We hereby consent that the papers in this cause be submitted, without argument for the purpose of obtaining a decree.

Madison Brown,
Attorney for Plaintiff.

Edwin H. Brown, Jr.
Administrator of George G. Hudson.

Court Notice to creditors filed Feby. 24th. 1920

Court Notice to Creditors.

Robert W. Eddins, trading as The Eddins Furniture Co.	(	In the Circuit Court for
	)	Queen Anne's County,
vs.	(	in Equity.
The Unknown Heirs of George H. Hudson and Edwin H. Brown, Jr. Administrator of George G. Hudson.	)	Cause No. 2301 .
	(
)	

Ordered this 24th. day of February, in the year nineteen hundred and twenty, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that notice be and is hereby given to the creditors of George G. Hudson, to file their claims with proper vouchers thereof in the office of the Clerk of the Circuit Court for Queen Anne's County on or before the first day of May next, otherwise they will be excluded from participation in the trust estate and the money arising therefrom to be distributed in this cause; provided a copy of this order be published in a newspaper printed in Queen Anne's County, Maryland, once in each of four successive weeks before the first day of April next.

Philemon B. Hopper.

Filed March 23rd. 1920 the Certification of Publication of Court Notice to Creditors.

For record of same at length see above Notice except as to the following certificate.

THE CENTREVILLE RECORD.

Centreville, Md. March 23rd. 1920.

The Centreville Record Publishing Co, hereby certifies that the Court Notice to Creditors in the case of Eddins Furniture Company vs. The Unknown heirs of George H. Hudson et al, a true copy of which is hereto annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks 1st. Insertion being Feb. 28th. 1920) before the 1st. day of April, in the year 1920.

The Centreville Record Publishing Co.
By E. H. Brown, Jr.

Decree filed Feby.24th.1920.

Decree in the Circuit Court of Queen Anne's County.

Robert W. Eddins, trading as
The Eddins Furniture Company

vs.

The UNKNOWN Heirs of George G.
Hudson and Edwin H. Brown, Jr. Admr.
of the estate of George G. Hudson.

In the Circuit Court

for

Queen Anne's County, in

Equity,

Cause No. 2301.

The above cause standing ready for hearing, and being submitted on agreement without argument, the bill of complaint and testimony and all the other proceedings were read and considered.

It is thereupon, this twenty fourth day of February, 1920 by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority of this Court, ADJUDGED, ORDERED and DECREED that the real estate described in these proceedings consisting of a house and lot of land situate in the fifth election district of Queen Anne's County, Maryland, on Winchester Creek, and adjoining the lands of Chas. Weaver and others, and containing one acre of land, more or less owned in his life time by George G. Hudson, be sold for the payment of his debts.

That Edwin H. Brown, Jr. of Queen Anne's County, State of Maryland be and he is hereby appointed trustee to make said sale, and the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of the Circuit Court for Queen Anne's County, a bond to the State of Maryland, executed by himself, with a surety or sureties to be approved by this Court, or the said Clerk, in the penalty of five hundred 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 said sale, having given at least three weeks previous notice by advertisement inserted in some newspaper printed and published in Queen Anne's County, State of Maryland, and such other notice as he shall think proper, of the time, place, manner and terms of sale, which terms shall be as follows: one half of the purchase money in cash on day of sale and the balance in six months from the day of sale with interest thereon from the day of sale; or all cash, at the option of the purchaser, on the day of sale; the purchaser is to bear the expenses of all title papers, including the costs of the internal revenue stamps.

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 said sale or sales, annexed, and on the ratification of such sale or sales by this Court, and on the 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 and estate to him, her or them, sold, free, clear and discharged from all claim of the parties to this cause, and of any and every person or persons claiming by, from or under them or any of them. And the said Trustee shall bring into this Court the money arising from said sale or sales, and the bonds or notes which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commission to the said

Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Philemon B. Hopper.

Bond filed Feby. 24th., 1921.

Know All Men By These Presents, that Edwin H. Brown, Jr. of Queen Anne's County, State of Maryland, principal, and the Maryland Casualty Company, of Baltimore, Maryland, a corporation created and existing under the laws of the State of Maryland are held and firmly bound unto the State of Maryland, in the full and just sum of five hundred dollars current money to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made and done, we and each of us bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this twenty fourth day of February, in the year nineteen hundred and twenty.

Whereas, the above bounded, Edwin H. Brown, Jr. by virtue of the decree of the Circuit Court for Queen Anne's County, in Equity, passed on the twenty fourth day of February, in the year nineteen hundred and twenty, in a cause in said Court wherein Robert W. Eddins, trading as the Eddins Furniture Company is Plaintiff and the Unknown heirs of George G. Hudson and others are defendants, said cause being cause Number 2301 on the Chancery docket of said court, has been appointed trustee to make sale of certain estate in said proceedings mentioned.

Now the conditions of the above obligation is such that if the bounden, Edwin H. Brown, Jr. does and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any further decree or order in the premises, then the above obligation to be void; otherwise to be and remain in force and virtue in law.

Signed, sealed
and delivered in
the presence of:-
Catherine Chilcutt.

Seal's
Place.

Edwin H. Brown, Jr. (SEAL)

Maryland Casualty Company
By Chas. E. Tucker.
Agent.

Countersigned by
H. B. W. Mitchell
Attorney in fact.

And on the back of the foregoing Bond was thus endorsed, to wit:-
Security approved and Bond filed Feby. 24th., 1920.

Report of Sale filed March 23rd. 1920.

Robert W. Eddins, trading as
The Eddins Furniture Company.

vs.

The Unknown Heirs of George
G. Hudson and Edwin H. Brown, Jr.
Administrator of George G. Hudson.

(In the Circuit Court
)
) for
) queen Anne's County.
) In Equity,
(Chancery No. 2301.

To the Honorable, the Judges of said Court:-

The report of Edwin H. Brown, Jr. trustee appointed by the decree in this cause to make sale of certain real estate therein mentioned, shows:

That after giving bond with security for the faithful discharge of his trust, as

REQUIRED BY SAID decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Centreville Record, a newspaper printed and published in Centreville, Queen Anne's County, Maryland, for more than three successive weeks before the day of sale, and by hand bills extensively circulated in said county, he did pursuant to said notice attend in front of the Court House door,, in the town of Centreville, Queen Anne's County, State of Maryland, on Tuesday, the twentieth third day of March, in the year nineteen hundred and twenty, at one o'clock P.M. and then and there proceeded to sell said real estate, as follows, to wit:- Your trustee offered at public sale to the highest bidder all that lot or tract of land situate, lying and being in the fifth election district of Queen Anne's County, State of Maryland, in and near the village of Winchester, on Winchester Creek, containing one acre of land, more or less, adjoining the property of one Mrs. Janetzke and the property owned by Charles Weaver and the property owned by Jake Baker and sold same unto William P. Thomas and Charles E. Bransby as tenants, in common at and for the sum of four hundred and ten dollars (\$410.00) they being then and there the highest bidders therefore. Your Trustees further reports that the said William P. Thomas and Charles E. Bransby have paid in cash the full purchase money, to wit, the sum of four hundred and ten dollars. And your Trustee further reports that the time of advertising said sale he caused to be published the Court Notice to Creditors, a certified copy of which is filed herewith, marked G.G.H.No.1, and he also filed herewith a certificate of the advertisement marked G.G.H.No.2.

All of which is respectively submitted.

Edwin H. Brown, Jr.
Trustee.

State of Maryland, Queen Anne's County, to wit:-

I hereby certify that on this twenty third day of March, in the year nineteen hundred and twenty, before the subscriber, the Clerk of the Circuit Court for Queen Anne's County, personally appeared the within named Edwin H. Brown, Jr. trustee and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

J.F. Rolph, Clerk.

Certificate of Publication filed March 23rd. 1920.

Trustees's Sale of valuable house and Lot situated at Ford's Store, Queen Anne's County, State of Maryland.

Under and by virtue of a decree of the Circuit Court for Queen Anne's County, in Equity, passed on the twenty fourth day of February, in the year nineteen hundred and twenty, in a cause therein where Robert W. Eddins, trading as The Eddins Furniture Company is plaintiff and The unknown heirs of George G. Hudson, et al, are defendants, said cause being No. 2301, the undersigned, as trustee, named in said decree, will sell at public sale in front of the Court House door, in the town of Centreville, Queen Anne's County, State of Maryland, on Tuesday, Mar. 23, 1920, commencing at one o'clock P.M. all that valuable lot or tract of land situate, lying and being in the fifth election district of Queen Anne's County, State of Maryland, on Winchester Creek, adjoining the property of Charles Weaver, and Mrs. Janetzke and others, and containing one acre of land, more or less, improved by a frame dwelling. Terms of Sale; One-Half of the purchase money in cash on day of sale and the balance in six months from the day of sale, with interest thereon, or all cash at the option of the purchaser, on the day of sale. The Purchaser is to pay all expenses

incident to title papers, including the costs of all revenue stamps.

Elmer Anthony, Auc.

Edwin H. Brown, Jr. Trustee.

The Centreville Record.

Centreville, Md. March 23rd.1920.

The Centreville Record Publishing CO, hereby certified that the advertisement in the case of Eddins Furniture Co, vs. The Unknown heirs of George G.Hudson et al. a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks (1st.insertion being Feb.28th. 1920) before the 23 day of March in the year 1920.

The Centreville Record Publishing Co.

By E.H.Brown, Jr..

NISI filed March 23rd.1920.

NISI.

Robert W.Eddins, trading as
The Eddins Furniture Company.

vs.

The Unknown Heirs of George
H.Hudson, and Edwin H.Brown, Jr.
Administrator of George G.Hudson,

(In the Circuit Court
) for Queen Anne's County,
(In Equity.
) Chancery No. 2301.
(

Ordered, this 23rd. day of March, A.D.1920, that the sale of the real estate made and reported in this in this cause by Edwin H.Brown, Jr. Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th.day of May, next; provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 28th. day of April next.

The report states the amount of sales to be \$410.00

Filed March 23rd.1920.

J.F.Rolph, Clerk.

Certification of publication of Order Nisi. Filed June 17th.1920.

Order Nisi.

Robert W.Eddins, trading as
The Eddins Furniture Company.

vs.

The Unknown Heirs of George G.
Hudson, and Edwin H.Brown, Jr.
Administrator of George G.Hudson

In the Circuit Court
for Queen Anne's County,
in Equity.
Chancery No. 2301.

Ordered, this 23rd. day of March, A.D.1920, that the sale of the real estate made and reported in this cause by Edwin H.brown, Jr. trustee, be ratified and confirmed unless cause to the contrary thereof, be shown on or before the 29th day of May next- provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County, Maryland, once in each of four successive weeks before the 28th. day of April next. The report states the amount of sales to be \$410.00

J.F.Rolph, Clerk.

Filed March 23rd.1920.

True Copy. Test: J.F.Rolph, Clerk

THE CENTREVILLE RECORD.

Centreville, Md. June 17th. 1920.

The Centreville Record Publishing Company, hereby certifies that the Order Nisi in the case of Eddins Furniture Co, vs. Unknown Heirs of Geo. H. Hudson et al. a true copy of which is herete annexed, was inserted in the Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 28th. day of April, in the year 1920.

The Centreville Record Publishing Co.

By E.H. Brown, Jr.

Filed June 17th. 1920.

FINAL ORDER OF RATIFICATION.

Robert W. Eddins, trading as	((	In the Circuit Court for
The Eddins Furniture Company.	)	Queen Anne's County,
vs.	(	In Equity.
The Unknown Heirs of George G.	)	Chancery No. 2301.
Hudson and Edwin H. Brown, Jr.	(
Administrator of George G. Hudson.)	

Ordered this seventeenth day of June, in the year nineteen hundred and twenty, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said Court, that the sale made and reported in this cause by Edwin H. Brown, Jr. trustee, be, and the same is hereby ratified and confirmed, no cause to the contrary thereof having been shown, although the Order of Ratification Nisi appears to have been duly published.

The said trustee is allowed the usual trustee's commissions and all expenses not personal.

Filed June 17th. 1920.

Philemon B. Hopper.

Continued from Page 225.

Cr.

By balance brought forward, to wit: \$195.67

Dr.

To Sidney P. Townshend, party making sale, for amount of state and county taxes for year 1916, on mortgaged land in arrear and unpaid at time of sale, per statement filed: 9.35

To balance carried down, to wit:	186.32	
	\$195.67	\$195.67

Distribution under creditor's petition:

Cr.

By balance brought down, to wit: \$186.32

Dr.

To Sydney P. Townshend, party making sale, for costs of advertising notice to creditors in accordance with the order of court, per bill for same exhibited appears: \$13.13

To do.. for the costs under the petition of clerk of court, per his statement appears: 8.75

To R.G. Parks in full of his judgment claim filed per statement below, to wit: 75.61

To Clifton L. Jarrell, in part of his judgment claim filed, per statement below, this balance of	88.83	
	\$186.32	\$186.32

March 13, 1924.

Madison Brown
Auditor.

Statement of Judgment claims:

Claim of R.G. Parks:

Interest thereon from date-Dec. 7/15 to day of sale:	\$63.00
Costs thereunder:	5.11
	<u>7.50</u>
	\$75.61

Claim of Clifton L. Jarrell:

Interest thereon from its date to day of sale:	\$75.79
Costs thereunder:	5.53
	<u>12.45</u>
	\$93.77

NISI RATIFICATION OF AUDIT.

Walter C. Crow,
vs.
John S. Ferrell.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
IN EQUITY
CASE NO. 2206.

ORDERED, This 13th. day of March in the year nineteen hundred and 24. that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th. day of April 1924; provided a copy of this order be published once a week in each of two successive weeks before the 1st. day of April, 1924, in some newspaper printed and published in Queen Anne's County.

Filed March 13th. 1924.

B. Hackett Turner, Clerk.

Certificate of Publication
of Nisi on Audit.

NISI RATIFICATION OF AUDIT.

Walter C. Crow,
vs.
John S. Ferrell.

In the Circuit Court for Queen Anne's County, In Equity. Case No. 2206.

Ordered, This 13th day of March in the year nineteen hundred and twenty four, that the Report and Account filed in these proceedings by Madison Brown, Auditor,

be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th day of April, 1924; provided a copy of this order be published once a week in each of two successive weeks before the 1st day of April, 1924, in some newspaper printed and published in Queen Anne's County.

B. Hackett Turner, Clerk.
True Copy
Test: B. Hackett Turner, Clerk.
Filed March 13th, 1924.

THE CENTREVILLE RECORD.

Centreville, Md., July 21, 1924.

The Centreville Record Publishing Co., hereby certifies that the Nisi Audit in the case of W.C. Crow vs. J.S. Ferrell, case No. 2206, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 1st day of April in the year 1924.

The Centreville Record Publishing Co.
Filed July 26th, 1924. By E.H. Brown, Jr.

ORDER OF COURT RATIFYING AUDIT.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY:

Walter C. Crow
versus
John S. Ferrell.

Chancery
Docket
Number 2206.

Ordered, by the Circuit Court for Queen Anne's County, in Equity, and by the authority of said court, on this eighth day of September, in the year nineteen hundred and twenty four, that the within and foregoing report of Madison Brown, auditor, filed in the above cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given in accordance with the order nisi passed in said cause March 13, 1924, in relation to said report and account; and the trustee, Sidney P. Townshend, party making the sale, is hereby directed to apply the proceeds of sale accordingly, except as hereinafter directed as to the immediate payment to the judgment creditors mentioned in said report and account, with a due proportion of interest on credit sales to the commissions of the said trustees and to the claims of the said creditors; but it is further ordered that the said trustee shall suspend the payment of the sum of money audited by said audit to R. G. Parks until the said R. G. Parks, or his personal representatives, shall have filed in this cause a certified copy of his judgment mentioned in said report and account legally authenticated by the proper vouchers and affidavit, and shall also suspend the payment of the sum of money audited by said audit to Clifton L. Jarrell until the said Clifton L. Jarrell or his personal representatives shall have filed in this cause a certified copy of the judgment mentioned in said report and account legally authenticated by the proper vouchers and affidavit.

And it is further ordered that the said trustee shall report by his report to be filed in this cause the fact of payment to the said judgment creditors or either of them in accordance with the terms of this audit.

Filed Sept. 8th, 1924. Thomas J. Keating.

Brought forward from folio 504.

NISI RATIFICATION OF AUDIT.

Charles E. Tucker, Mortgagee,

IN THE CIRCUIT COURT

vs.

FOR QUEEN ANNE'S COUNTY

Henry Nichols, et al., Mortgagors.

IN EQUITY.

CASE NO. 2291.

ORDERED, This 20th day of October, in the year nineteen hundred and Twenty two, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of November, 1922; provided a copy of this order be published once a week in each of two successive weeks before the 7th day of November, 1922, in some newspaper printed and published in Queen Anne's County.

Filed Oct. 20th, 1922.

J.F. Rolph, Clerk.

Certificate of Publication of
Advertisement of Nisi Ratification
of Audit.

NISI RATIFICATION OF AUDIT.

Charles E. Tucker, mortgagee,

vs.

Henry Nichols, et al, Mortgagors.

IN the Circuit Court for Queen Anne's County, In Equity. Case No. 2291.

Ordered, this 20th day of October, in the year nineteen hundred and twenty-two, that the Report and Account filed in these proceedings by Madison Brown, Auditor, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 14th day of November, 1922; provided a copy of this order be published once a week in each of two successive weeks before the 7th day of November, 1922, in some newspaper printed and published in Queen Anne's County.

J.F. Rolph, Clerk.

True Copy-Test:

J.F. Rolph, Clerk.

Filed Oct. 20th, 1922.

THE CENTREVILLE RECORD.

Centreville, Md., 8th Nov. 1922.

The Centreville Record Publishing Co., hereby certifies that the nisi ratification of audit in the case of Tucker, Mgt. vs. Henry Nichols, Chy. 2291, a true copy of which is hereto annexed, was inserted in The Centreville Record, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week in each of two successive weeks before the 7th day of November in the year 1922.

The Centreville Record Publishing Co.,

Filed Nov. 18th, 1922.

By E.H. Brown, Jr.,

Order of Court Ratifying Audit.

Charles E. Tucker, Mortgagee,

vs.

Henry Nichols, and Sarah
Nichols, his wife, Mortgagors.

In the Circuit Court for
Queen Anne's County
in Equity.
Chancery Cause #2291.

In the Matter of the Petition of Clayton Wright and Zadoc R. Collins, Co-partners trading as Wright & Collins, and Bessie Hollis,

vs.

Emory Nichols and Perry Nichols, and others.

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, and by the authority thereof, on this 20th day of November, in the year nineteen hundred and twenty two, that the within and foregoing report and account of Madison Brown, Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although it appears that due notice has been given in

accordance with the Order Nisi Ratification of Audit passed on the twentieth day of October, in the year nineteen hundred and twenty two, in this cause in relation to said report and account, and Charles E. Tucker, the Mortgagee and Vendor of the real estate sold in said cause, is hereby authorized, and empowered and directed to apply the surplus of proceeds of the sale of the real estate in said original proceedings, mentioned and described as the residue or remainder thereof, in accordance with said report or account of the Auditor of the amounts awarded by said audit and account unto the respective parties named therein, with the exception, that said Charles E. Tucker, Mortgagee and Vendor, shall retain pro rata from each of the distributees therein named an amount equal to and for the Guardian ad Litem as a part of the costs of this suit which was inadvertently omitted in said audit, the same as if said amount had been allowed in said audit,

Filed Nov. 20th, 1922.

Thomas J. Keating.

Cont. forward from Page 160.

Certificate of Publication of Order nisi

In the matter of the Trust Estate of Thomas R. Emory and Elizabeth W. Emory.

In the Circuit Court for Queen Anne's County, in Equity, Chancery No. 2219.

Ordered this 20th day of July, A.D. 1917, that the sale of the real estate made and reported in this cause by James F. Emory and H. B. W. Mitchell, Trustees, be ratified and confirmed, unless cause to the contrary hereof be shown on or before the 1st day of October next, provided a copy of this order be inserted in some newspaper printed and published in Queen Anne's County and in each of four successive weeks before the 30th day of August next. The Report states the amount of sale to be \$12,877.17.

Filed July 20, 1917.

Wm. F. Watson, Clerk.

True copy.

Test: Wm. F. Watson, Clerk.

The Centreville Observer

Centreville, Md. Aug. 27, 1917.

The Centreville Observer Publishing Co. hereby certifies that the Order nisi with case of the Trust Est. of Thos. R. Emory and Elizabeth W. Emory, a true copy of which is hereto annexed, was inserted in The Centreville Observer, a weekly newspaper printed and published at Centreville, Queen Anne's County, Maryland, once a week for four successive weeks before the 30th day of August, in the year 1917.

The Centreville Observer Publishing Co.

By Wm. Price, Jr.

Order of Court Ratifying Sale

Filed Oct. 8, 1917.

Ordered this sixth day of October, in the year nineteen hundred and seventeen, by the Circuit Court for Queen Anne's County, in Equity, that the within reported sales to and the same are hereby ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as directed by the preceding order. The Trustees are allowed the usual commissions and all expenses, not personal, for which they may produce proper vouchers.

Filed Oct. 8-1917.

Philemon B. Hopper.

Continued from Page 164.

Final Order of Court Ratifying Audit filed March 22, 1918.

Ordered this twenty second day of March, in the year nineteen hundred and eighteen, by the Circuit Court for Queen Anne's County, in Equity, that the within and foregoing Report and account to and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by the Order nisi and the Trustees are directed to apply the proceeds accordingly.

Filed March 22, 1918.

Philemon B. Hopper.

